



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, FEBRUARY 20, 2023 – 7:00 PM
CITY HALL**

ELECTED OFFICIALS PRESENT:

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

STAFF PRESENT:

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

ELECTED OFFICIALS NOT PRESENT:

Jeff Wearing – Councilmember
Jim Windham – Councilmember

OTHERS PRESENT: Josh Carroll (Mauldin & Jenkins)

Agenda (Attachment A)

- 1. Mayor's Announcements**
- 2. Committee Reports**
 - a. **Downtown Development Authority (DDA)** – Mike Ready provided the report for this Authority.
 - b. **Planning Commission** – Bill Andrew provided the report for this Committee.
 - c. **Sustainability Committee** – Laura McCanless provided the report for this Committee.
 - d. **Trees, Parks, and Recreation Board** – Laura McCanless provided the report for this Board. Mike McQuaide presented a proposal for a multi-year budget for the board. The Council discussed the need for a more integrated budget plan reflective of the costs across different departments.
- 3. Review of the FY 2022 Audit (Attachment B)**
- 4. Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) for a portion of Dried Indian Creek (Attachment C)**

5. **Oxford Historical Cemetery Foundation MOU** (Attachment D)

6. **No Truck Signage** (Attachment E)

7. **Other Business**

8. **Work Session Meeting Review**

9. **Executive Session**

An Executive Session was held to discuss real estate matters.

10. **Adjourn**

The meeting was adjourned by Mayor Eady at 9:04 p.m.

Respectfully Submitted,

Marcia Brooks



City Clerk/Treasurer

**Oxford Mayor and Council
Work Session
Monday, January 23, 2023 – 6:30 P.M.
Oxford City Hall
110 W. Clark Street, Oxford, Georgia
Agenda**

1. **Mayor's Announcements**
2. **Committee Reports** – The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and Sustainability Committee will update the Council on their recent activities.
 - a. The Trees, Parks, and Recreation Committee would like to make a recommendation for a three-year budget plan so they may make better long-term plans for work with the City's Trees. Mr. Mike McQuaide will present the attached Proposed Budget Request.
3. ***Clarification on Fee for Use of the Town Green:** The City Council by resolution on January 6, 2014 imposed a fee of \$500/day for the rental of the Town Green. In the past, if the City was holding an event on the same day as a non-profit, such as the Lion's Club, then we would waive the fee as the event would be enhanced by more participation. Staff is seeking guidance on the ability to waive fees when no City event is planned on the same day. We have had recent requests to use the Town Green from the Lion's Club and Allen Memorial UMC.
4. ***Reappointments for the Oxford Downtown Development Authority:** As may be observed from the attached document, the Oxford Downtown Development Authority Directors in seats five, six, and seven are in need of re-appointment in order to follow along with the term requirements. The DDA has reviewed and approved this list.
5. ***Next Steps with the Yarbrough House:** As directed by the Council, staff sent out a Request for Proposal for the Rehabilitation or Relocation of the Yarbrough House. The City did not receive any proposals. Staff is seeking guidance on next steps for this property.
6. ***Service Delivery Strategy: Water Service Area Changes:** The Newton County Water & Sewerage Authority (NCWSA) and the City of Covington are working to finalize a water service area swap that additionally involves two areas that would impact the City of Oxford. According to the rules to amend the Service Delivery Strategy, we must have the County, County Seat, and three additional cities approve the changes of service area. This is a modification of the proposal brought to the City on July 11, 2022.
7. ***Asbury Street Park Landscape Maintenance Contract** – It has come to staff's attention that the landscaping contract we have for Asbury Street Park appears to have been in place since at least 2020, with pricing dating back to 2019. The terms of the contract has a self-renewing clause and since one council may not contractually bind another, it may be necessary to send out a Request for Proposal in order to receive new bids.

8. ***Atkins Engineering Task Order for the SR 81/Geiger Street Entrance Sign Plans:** Please see the attached Task Order for details. Atkins is proposing a \$17,000 budget to create construction drawings for the entrance sign. The City has \$60,000 in the CIP for this project.
9. ***Consideration of a Resolution to Amend the FY2023 Capital Improvement Plan for the Purchase of a Leaf Vacuum**
10. **Other Business**
11. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.
12. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

*Attachments

Hello, and thanks for giving these figures a close look. Everything listed below is from conversations with Beryl Budd.

	<u>Current</u>	<u>Needed</u>	<u>Deficit</u>
Pruning	30	60	30
Mulching	45	125	80
Planting	15	25	10
Removal	12		

Cost Estimates for Meeting Maintenance Needs

	<u>Cost per Tree</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total Trees Maintained</u>
Pruning	\$225	30+10=40	40+10=50	50+10=60	60
Mulching	\$111	45+25=70	70+25=95	95+25=120	120
Planting	\$600	15+4=19	19+5=24	24+4=28	28

Pruning 30 additional trees X \$225 = \$6,750

Mulching 80 additional trees X \$111 = \$8,888

Planting 10 additional trees X \$600 = \$6,000

\$21,638

Total New Expense

\$21,638 additional expenses required over three years equals a three year annual increase of the TPR Board's budget of \$6003.00 per year.

Current annual TPR Board budget is \$15,000

Year 1 of proposed increased budget would be \$21,003

Year 2 of proposed increased budget would be \$27,006

Year 3 of proposed increased budget would be \$33,009

January 10, 2023

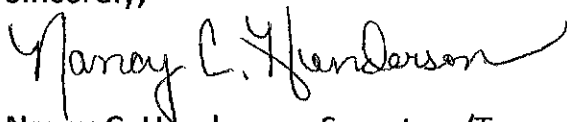
Mrs. Marcia Brooks, Clerk
City of Oxford
110 West Clark Street
Oxford, Georgia 30054

Dear Mrs. Brooks,

The Oxford Lions Club would like to hold its annual community yard sale in the space at the corner of Clark and Emory Streets. We are requesting to use the space from 7:00 a.m. until 2:00 p.m. on Saturday, May 6th, 2023. We do not use all of the space and allow others to set up tables if they wish at no cost.

If further information is needed, I can be reached at 770-786-4896. Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Nancy C. Henderson". The signature is fluid and extends to the right.

Nancy C. Henderson, Secretary/Treasurer
Oxford Lions Club
346 Cornish Mountain Road
Oxford, GA 30054

DDA Members

Originally Appointed 2/6/17

#	Name	Initial Term	Date for Re-Appoint	Date Appointed	Training Completed	Re-Appointment Schedule	
						Seat Number	Date
1	Loren Roberts	Two Years		2/6/2017	4/22/2017		
	Art Vinson			5/6/2019	1/25/2020	One	Feb. 2024
	David Allen		Feb. 2024	11/14/2022		Two	Feb. 2024
2	Brian Barnard	Two Years	Feb. 2024	2/6/2017	4/22/2017	Three	Feb. 2025
3	Martha Molyneux	Four Years		2/6/2017	4/22/2017	Four	Feb. 2025
	Laura McCanless			10/5/2020	1/26,27/21	Five	Feb. 2023
	Adrianne Waddy					Six	Feb. 2023
	Molly McGehee		Feb. 2025	12/12/2022		Seven	Feb. 2023
4	Mark McGiboney	Four Years		2/6/2017	4/22/2017		
	Ray Wilson		Feb. 2025	7/1/2019	1/26,27/21		
5	Jonathan Eady	Six Years	Feb. 2023	2/6/2017	4/22/2017		
6	Kendra Mayfield	Six Years		2/6/2017	4/22/2017		
	Danielle Miller			7/2/2018	1/26/2019		
	Philip McCanless		Feb. 2023	11/14/2022			
7	Melvin Baker	Six Years		2/6/2017	4/22/2017		
	Mike Ready		Feb. 2023	1/8/2018	4/22/2017		

O.C.G.A. 36-42-4 (2010)

36-42-4. Creation of authorities; appointment and terms of directors; quorum

There is created in and for each municipal corporation in this state a public body corporate and politic to be known as the downtown development authority of such municipal corporation, which shall consist of a board of seven directors. The governing body of the municipal corporation shall appoint two members of the first board of directors for a term of two years each, two for a term of four years each, and three for a term of six years each. The governing body of the municipal corporation may appoint one of its elected members as a member of the downtown development authority. After expiration of the initial terms, except for the director who is also a member of the governing body of the municipal corporation, the terms of all directors shall be six years; provided, however, that the terms shall be four years for those directors appointed or reappointed on or after July 1, 1994. The term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no

longer a member of the governing body of the municipal corporation. If at the end of any term of office of any director a successor to such director has not been elected, the director whose term of office has expired shall continue to hold office until a successor is elected. A majority of the board of directors shall constitute a quorum.

How Many Members Serve on a DDA Board?

A DDA consists of a board of seven directors who are appointed by the municipal governing authority to serve staggered four-year terms. Directors are appointed by the governing body and must be taxpayers who live in the city or they must own or operate a business located within the downtown development area. They must also be taxpayers who live in the county in which the city is located. One of the directors can be a member of the municipal governing authority. Board members do not receive any compensation for serving on the DDA, except for reimbursement for actual expenses incurred in performing their duties.

What Are the Training Requirements for DDA Board Members?

With the exception of a member who also serves on the city council, all DDA board members must take at least eight hours of training on downtown development and redevelopment programs within the first 12 months of their appointment to the DDA.

One of Our DDA Members Previously Served on the DDA board, Went Off the Board for Several Years, and Was Recently Reappointed. Does He Have to Take Training Again?

Yes. Even though a member received training during his or her previous service on the DDA board, it is important that he or she take the training again to get the most recent information about legal requirements and recommended practices for DDAs.



THE CITY OF OXFORD, GEORGIA

REQUEST FOR PROPOSALS

107 W. Clark Street – Yarbrough House – Rehabilitation or Relocation

Section 1. Summary of Request

Purpose - The City of Oxford is accepting proposals to rehabilitate or relocate a residential structure located at 107 West Clark Street in the City of Oxford, Georgia. The structure is colloquially known as “The Yarbrough House.” The structure has some historical significance, being one of the older homes still standing in the city limits. The home was built in the late 1800s and retains some architectural details consistent with the era of its construction, although some modifications have been made over time to the structure by various owners.

In lieu of relocating the structure from the property, the City of Oxford will consider proposals to rehabilitate the structure with the purpose of making it a viable commercial or community venue. The property the structure is on is part of the Oxford Town Center Zoning District. The City of Oxford Downtown Development Authority is actively pursuing a planned work and play project within the Town Center Zoning District. Rehabilitation of the structure must align with the goals of this project. These plans are available upon request.

Relocation of the structure must be completed at no cost to the City of Oxford. If the City of Oxford accepts a proposal for rehabilitation of the structure, the City may agree to absorb some percentage of the costs of rehabilitation in exchange for a long-term lease with the proprietor(s) of the resulting commercial or community venue.

Timeline:

Rehabilitation – The timeline to complete rehabilitation of the structure may vary depending on the nature of the activities proposed. If a proposal for rehabilitation is accepted, the City of Oxford will negotiate with the approved proposer to reach a mutually acceptable date for completion, which will be documented in a binding contract.

Relocation – If a proposal is submitted for the relocation of the structure, the relocation must be completed within six months of acceptance of the proposal, including the time required to obtain all necessary permits and to acquire all necessary equipment.

Section 2. Scope of Work

The Scope of Work for rehabilitation of the structure shall include but is not limited to the following:

- Complete a description of the planned use of the structure, including anticipated customer/patron volume, an analysis of the benefits the planned use will provide to the community, and the estimated time expected to complete the rehabilitation.

The Scope of Work for relocation of the structure shall include but is not limited to the following:

- Obtain all permits necessary to complete relocation of the structure.
- Coordinate, oversee and conduct relocation of all parts of the structure from the property.

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, proposers should be aware of the following terms and conditions which have been established by the City of Oxford:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Oxford reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- The City of Oxford reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The successful proposer shall be required through a contract to provide a one-year warranty for the labor and material provided for the work and insurance and bonds as required by the City of Oxford.
- The City of Oxford assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The proposer's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Oxford.
 - The reputation, experience, and efficiency of the proposer.
 - The ability of the proposer to provide quality services within time and funding constraints. However, cost is not a mandatory evaluation criterion.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the purpose of the project; and provide in a clear and concise format the requested information.
 - Such other factors as the City determines are relevant to consideration of the best interests of the City.

- The proposal must align with the charter and ordinances of the City of Oxford, which can be viewed at:
https://library.municode.com/ga/oxford/codes/code_of_ordinances. Of particular importance is Section 4(B) of the Municipal Charter of the City of Oxford, which prohibits the sale of alcohol in any form within the city limits of Oxford. Other ventures which will not be considered are:
 - Adult entertainment
 - Cigarette, vaping, or other smoking or nicotine products
 - Any products or services which are known to cause harm to the environment
 - Any products or services which violate City of Oxford ordinances, or State or Federal laws, rules and regulations

The City of Oxford reserves the right to prohibit other activities not expressly listed above.

Section 4. Required Submittals

- Provide the name, address, and email address of the proposer. If an entity, provide the legal name of the entity and the names of the entity's principal(s) to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.
- Provide references for your work and examples of similar projects completed.
- Provide an itemized cost estimate for each element in the Scope of Work listing that is relevant to the proposal (relocation or rehabilitation).
- Provide a detailed estimate of the costs to complete the project if a rehabilitation is proposed and funds are being sought from the City of Oxford.

Please note, the due date for your proposal is: 4:00 PM on December 2, 2022. Proposals may be dropped off at City Hall or addressed to:

Marcia Brooks, City Clerk
City of Oxford
110 W. Clark St.
Oxford, GA 30054

Thank you, we look forward to reviewing your proposal.

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Oxford including, but not limited to, any relationship with any City of Oxford elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Oxford elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

☐ NO KNOWN RELATIONSHIPS EXIST

☐ RELATIONSHIP EXISTS (Please explain relationship)

I CERTIFY THAT:

1. I, as an individual proper, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and

2. I or my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

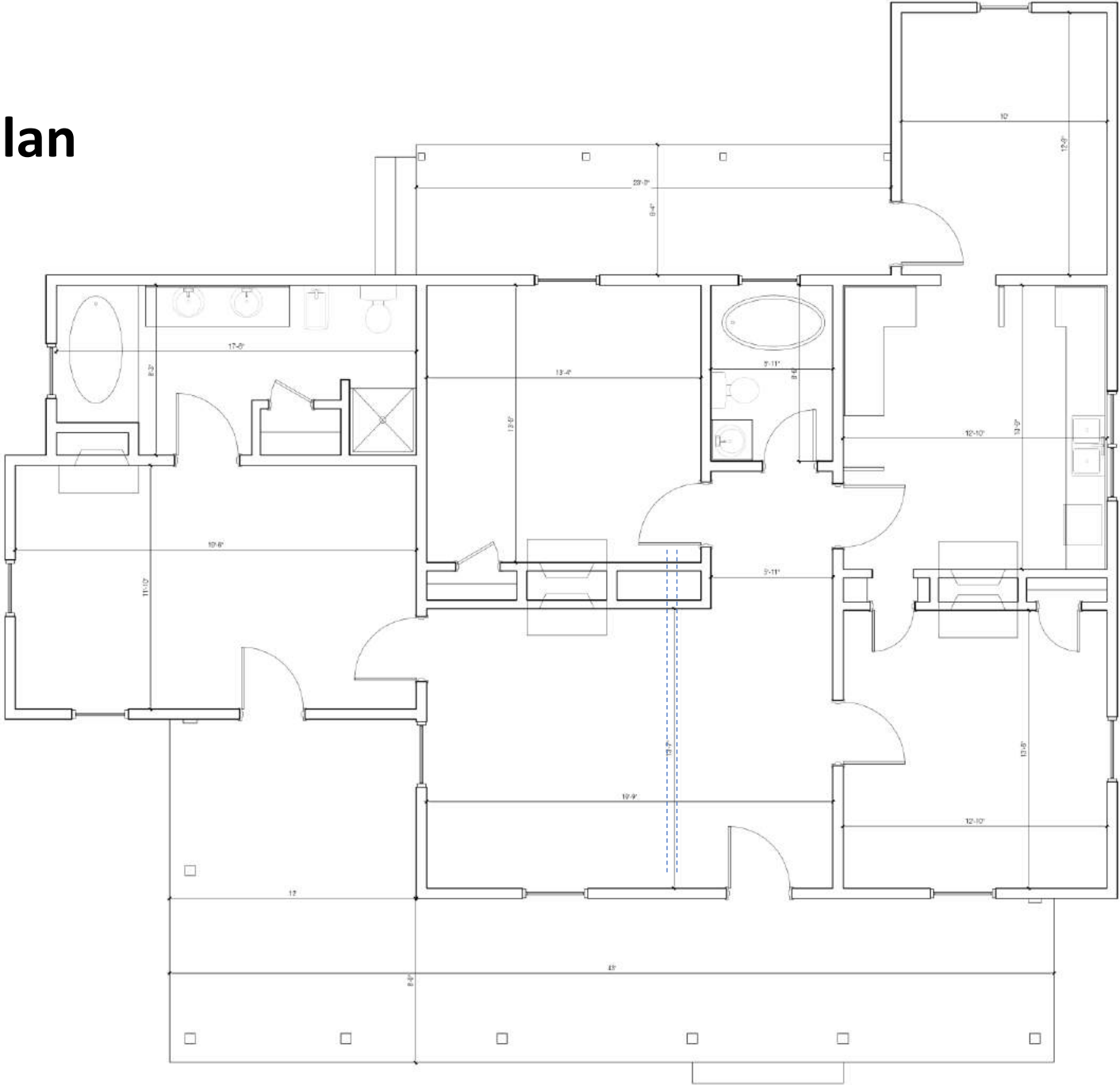
Printed or Typed Name

Title

Signature

Date

Existing Floor Plan





**SUMMARY OF INSPECTION
RESULTS FOR**

**107 W. Clark Street
Oxford, GA**



At approximately 10:30 am on Thursday, February 22, 2018 a property inspection was performed on the Yarborough House located at 107 W. Clark Street in Oxford, GA. Present for the inspection were Hal Chitwood with Bureau Veritas and Erik Oliver, City Historian. The purpose for the inspection was to determine the condition of the building systems that would need to be repaired or replaced to convert the mid-nineteenth century home into a welcome center and coffee house.

The house, originally four rooms of somewhat equal size, has been added on to; approximately 465 square feet of living space, approximately 96 square foot connector to a 900 square foot two garage. The original construction is hand hewn timber of actual dimensions resting on what appeared to be brick or stone piers. The framing material is in excellent condition considering the age of the home. Due to limited access, it is unsure the exact condition of the original foundation.

The additions are constructed of nominal lumber and appear to be in good condition. The foundation of the addition is also in good condition and was installed in a manner consistent with the original look of the home. The garage is a conventional frame structure on a concrete slab. There is evidence from probing that there is an 8" deep (at minimum) footing around the perimeter of the garage.

Although every effort was made to perform a thorough inspection of the existing condition of all building systems, I can only confirm those items seen with the limited access provided. No oversight on my part would constitute approval or an assumption that the existing conditions not mentioned in this report are considered acceptable.

Observations:

Foundation:

- Appears to be in good condition. There was no apparent evidence of deterioration inconsistent with the age of the structure.
- Only exterior piers were accessible though limited.
- I highly recommend a structural engineer provide an accurate assessment of the pier foundation of the original structure.
- The concrete slab of the garage is in good condition.
- There is evidence of improper drainage away from the foundation due to rain water sheeting from the roof. It is recommended that a gutter system be installed to remove water away from the foundation.

Structure:

- The overall framing of the home is structurally sound.
- The floor system was concealed from view by floor covering above and an inaccessible crawl space below. There was no overall evidence of floor sloping or bouncing although there are various places along the exterior walls where water damage has caused deterioration or rotting of flooring material. There could also be damage to joists or bands beneath.
- There was some evidence of termite damage on exterior floor band material.
- Walls are approximately 2x6 studs on sixteen inch centers. No noticeable damage could be verified because of wall coverings.

- The roof structure is framed with actual 2x8 hip rafters attached to two vertical posts supporting the ridge beam. Actual 2x6 rafters branch off from the hip rafters and extend to the tops of the exterior walls. The rafters are supported by bracing to eliminate span deflection.
- 1x (various widths) slats provide decking material to attach the metal roof covering.
- The additional living space has a gable system of what appeared to be nominal 2x6 lumber and is in good condition. Access was limited to the portion of the attic.
- The roof system of the porch is sagging due to the probability of rotting framing material from exposure.
- Close inspection of a post porch revealed that the post was improperly constructed with a 1x hollow (box) that sat directly on the porch floor. Exposure has rotted the base and this particular post does not support the porch roof. It is suspected that the other posts were constructed the same way. This requires immediate repair.
- The garage is framed with 2x nominal lumber and the structure is in good condition.
- There is evidence of wood deterioration due to water damage and the use of improper sheathing material. Foam or fiber board was a common sheathing material allowed by code however, there must be bracing provided for the wall panel system. There is no bracing. House wrap was not a requirement during the time the garage was constructed.
- It is recommended that the exterior siding material be removed and a structural sheathing (OSB) material be installed and covered with a moisture barrier (house wrap).

Electrical System:

- The 200 amp electrical panel is located in the connector and appeared to be in good condition. This room is proposed to be removed and the panel will need to be relocated to face the interior of the structure.
- The meter and service entrance is located on the far side of the garage. The weather head is in good condition.
- There is evidence of wires exposed in the attic and it is unknown which are live.
- I recommend that a licensed electrical contractor test the circuits and remove wiring that is not served by the current system.
- The building code will require that the electrical system be brought up to current code standards.

Plumbing System:

- Plumbing under the floor system was not accessible for inspection.
- The fixtures and drainage system are consistent with the code adopted at the time the addition was constructed. The system was functional and there is no overall apparent evidence of leaking.
- There is evidence of mold on the ceiling and wall of the connector. Portion of wall where drain stack is located is deteriorated and the wall cavity is exposed. It is suspected that there is a leaking issue in the shower located upper level bathroom of the garage. Shower fixtures have

been removed and the area behind the shower wall is exposed. There could also possibly be leaking around the shower drain.

- The water heater is fairly new and in good condition.
- It is highly recommended that the plumbing system be tested and updated by a licensed plumbing contractor.

HVAC and Gas Systems:

- There was limited access for inspection of the ductwork and system under the house. It is assumed that the system is no longer functioning.
- Supply vents and returns have been cut into the ceilings giving evidence that a newer system is controlling the temperature in the home. The garage apartment is on a separate system.
- This new system is functioning; however there is evidence of torn ductwork visible in the attic access where the system is located.
- It is recommended that the HVAC system is properly tested and updated by a licensed HVAC contractor. The entire duct system needs to be cleaned and any non-functional duct removed from underneath the home.
- It is also recommended that floor vents be removed and the floor repaired.
- Appliances are gas fired and it is recommended that the system be tested by a licensed professional.
- The gas meter is located on the right front corner of the original structure. It appears to be in good condition and is in need of servicing and re-painting to protect from weather exposure.

Health and Energy:

- It is apparent that a home of this age is not completely energy efficient. The condition or existence of underfloor insulation is not known at this time. The presence of wall insulation on the original structure is unknown. Insulation is present in the addition's walls and attic spaces; however its condition is not known and it is recommended that all existing insulation be removed and replaced to meet current code standards.
- There is great evidence of mold and mildew in the connector and garage, primarily due to weather exposure and faulty plumbing. It is highly recommended that mitigation is done prior to demolition and restoration.
- There is asbestos present according to the findings of a professional on site at the time of this inspection. Immediate mitigation is recommended.

Summary Comments:

Overall, the structure is in good condition and can easily be restored to its former glory and proposed use. Once final decisions are made and architectural drawings are created, it can be determined whether fire protection and suppression system will be required. These requirements will be based on intended use, occupancy classification and total allowable occupants for each structure.

I have done my best to provide you with accurate and comprehensive information based on a visually limited inspection. Some of the systems will need to be better exposed to allow for an accurate inspection. Again it is recommended that those systems in question be tested by licensed professionals.



Date: May 18, 2022

Location: 107 W. Clark Street, Oxford, GA

RE: Assessment of existing conditions for occupancy classification change

Met with the City Manager Bill Andrew at the property at 10:30 am. Please note the structure in question was built as a single family residence. Now it is planning to be used as a commercial establishment (a coffee shop). The structure does not meet any of the live load / dead load commercial building design requirements. Also noted was decay and rot around sill plates and siding all around the bottom of the house.

The house in question will also have to meet major commercial building, electrical, fire life safety, ADA, heating/cooling and plumbing requirement in accordance with the codes listed below:

- 2018 International Fire code with Georgia Amendments
- 2018 NFPA 101 Life Safety Code
- 2018 International building code with Georgia amendments
- 2020 NFPA 70 National Electric Code
- 2018 International Mechanical Code with Georgia Amendments
- 2018 International Fuel Gas Code with Georgia Amendments
- 2018 International Plumbing Code with Georgia Amendments
- 2015 International Energy Conservation Code with Georgia Amendments

Also noted as other concerns would be the testing for asbestos and lead because of the age of the house. Also contacting Newton heath to see if there are any special requirement for a coffee shop. Such as hot water supply for cleaning and kill bacteria for utensils being used, grease trap or waste interceptor for sewer drainage.

Johnny Lyons
Senior Building Inspector
Bureau Veritas and City of Oxford

cc: Bill Andrew, City Manager
file

Bureau Veritas North America, Inc.

Facilities Division- Georgia Operations

67 Athens Street

Jefferson GA 30549

Main: (706) 818-4668

hal.chitwood@bureauveritas.com

Enviroprobe, LLC
1931 Highway 11 S
Covington, Georgia 30014
email: enviroprobe@bellsouth.net
Phone: 404-557-9320

City of Oxford
110 West Clark Street
Oxford, Georgia 30054

March 1, 2018

Re: **Asbestos Survey & Report**
Residential House
107 West Clark Street
Oxford, GA 30054

Enviroprobe LLC (Enviroprobe) has completed Asbestos Sampling and Testing on the site referenced above (hereinafter referred to as the Project Site). The following report includes a description of the Project Site, a summary of the bulk sampling and testing program, a summary of the testing results, and our comments.

We appreciate the opportunity to assist you with this project. Please contact our office if you have any questions or require additional assistance.

Sincerely,

Enviroprobe, LLC

A handwritten signature in dark ink, appearing to read "Roy Mote", is written over a light blue horizontal line.

Roy Mote

Asbestos Survey Report

ASBESTOS SURVEY REPORT

Project Description/Purpose

The Project Site is located at 107 West Clark Street in Oxford Georgia. The property consists of a one-story residential house with a 2-bay garage. The house is scheduled for renovation. The wood framed house sits on a crawlspace with an metal roof and Hardy Board siding. The interior walls and ceilings are covered with wall board & joint compound (WBJC) and wood. The house has wooden and concrete floors; some are covered with 12"x 12" floor tiles and linoleum. The visual evaluation and bulk sampling described herein was performed to identify, suspect asbestos-containing building materials (ACMs) and to collect representative bulk samples for testing. Enviroprobe reviewed the test results to determine the presence of ACMs that will warrant proper removal and disposal in advance of renovation.

Scope of Work

The Scope of Work included the following items:

- The asbestos inspector performed a visit to the Project Site on February 22, 2018. During a walk-through of the house, notes related to the existing condition of the Project Site and were recorded on the field sampling data sheets.
- Based on our visual evaluations of accessible areas, (19) bulk samples of accessible, suspect ACMs were collected and transported by Enviroprobe to a qualified asbestos laboratory for testing. Chain of Custody was documented and retained on-file. Each of the bulk samples were tested for detectable concentrations of asbestos using Polarized Light Microscopy (PLM) and EPA Method 600/R-93/116.
- Upon receipt of the testing results, Enviroprobe reviewed the test results, compared the test results with the field data, identified the bulk samples that contain detectable concentrations of asbestos by PLM and prepared this report to document the findings.

Visual Evaluation and Bulk Sampling Program

During the walk-through, the asbestos inspector identified areas of friable or non-friable, suspected ACMs. A friable material is a building material that can be pulverized or reduced to dust using hand pressure.

Bulk Sample Collection

Bulk sample collection was performed in substantial conformance with the practices and procedures contained within the EPA document, "Guidance for Controlling Asbestos-Containing Materials in Buildings," EPA 1985 and in general conformance with the sampling protocol in 40 CFR Part 763, Asbestos Hazard Emergency Response Act (AHERA). A representative portion of suspect material was extracted using a clean knife. Care was taken to collect a representative sample of the suspect material down to the underlying substrate. Each sample container was sealed and labeled with a unique identification number. A description of the material sampled, the location, and estimated quantity, was recorded on the Field Sampling Data sheet.

Bulk Sample Testing

Analytical Environmental Services, Inc. (AES) in Atlanta, Georgia performed bulk sample testing. AES is a successful participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were tested for detectable concentrations of asbestos using Polarized Light Microscopy (PLM) and the "Method for the Determination of Asbestos in Bulk Building Materials", EPA Method 600/R-93/116, July 1993.

In general conformance with the EPA method, the presence of asbestos in a bulk sample is determined by optical mineralogy using a light microscope equipped with two polarizing filters. Asbestos identification was achieved by examining the morphology and optical properties of the sampled material. The optical properties include the color under dispersion staining, birefringence, extinction characteristics, and sign of elongation.

The United States EPA defines asbestos-containing materials as material containing greater than 1% asbestos by weight. The EPA method 600/R-93/116 may be used for the analysis of bulk material samples containing from 0 to 100 percent asbestos. The lower limit of detection is less than 1 percent asbestos. The upper detection limit is 100 percent. Quantification of asbestos concentrations using PLM is obtained by visual estimation. PLM laboratory results are reported as the percent of the type of asbestos fibers observed in the sample

Sampling materials that were greater than 1percent:

- **Window glaze**

Estimated Quantity of Asbestos-Containing Building Materials

Based on the PLM test results obtained from AES, our estimate of the known ACMs located at the Project Site is provided in the attached Table I. The information provided in Table I is intended for convenience and budgeting purposes only. Table II contain sampling descriptions and sample results. Enviroprobe strongly discourages asbestos contractors unfamiliar with the Project Site from submitting pricing to the building owner based solely on the quantity estimates included herein. Enviroprobe bears no responsibility for differences between our estimates and the actual quantities.

Data Evaluation

ACMs were identified at the Project Site. The Georgia EPD requires the submission of a 10-Day Notification of Renovation/Demolition to the Georgia EPD offices prior to the demolition of a structure or prior to a major renovation involving the removal of structural/load-bearing members. A fee is paid to the EPD based on the quantity and type of friable ACMs to be removed and disposed

Asbestos waste requires disposal at an approved solid waste disposal facility. Local agencies may also have specific notification and permitting requirements for demolition/renovation projects involving ACMs. Only a licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Georgia. The Georgia regulations require the supervision of asbestos removal projects by an asbestos project supervisor.

Limitations

Enviroprobe has made a reasonable effort to perform sampling and testing for ACMs in substantial conformance with applicable EPA, and Georgia EPD guidance documents and regulations for the performance of asbestos surveys and in accordance with the requested Scope of Work. The conclusions presented in this report are based on our field observations and on the laboratory results obtained from a qualified analytical sub-contractor.

In-accessible asbestos-containing materials may exist in areas where full demolition or renovation is warranted for access. In the event that in-accessible suspects ACMs are encountered during any demolition activities, Enviroprobe reserves the opportunity to revisit the Project Site and to collect the requisite bulk samples for testing. Results of any subsequent bulk samples that contain detectable concentrations of asbestos fibers will be included in a revised report.

This report shall not be reproduced, except in full, without written consent from Enviroprobe LLC or the City of Oxford. Reliance upon this report by persons other than those named herein will require an update to the report. Asbestos concentrations will vary between sample locations. No warranty is expressed or implied.

Table I
Estimate of Quantities of Asbestos-Containing Building Materials

MATERIAL	LOCATION	ESTIMATED QUANTITY
Window Glazing	On house and garage	4 ea.

Table II
Bulk Sample Descriptions and Test Results

SAMPLE NUMBER	LOCATION/MATERIAL	PLM RESULT (%)
107-1	Left blue bath room wall WBJC	None Detected
107-2	Front yellow middle room wall WBJC	None Detected
107-3	Front right room wall WBJC	None Detected
107-4	Back middle red room wall WBJC	None Detected
107-5	Back middle bath room wall WBJC	None Detected
107-6	Kitchen wall WBJC	None Detected
107-7	Back room off kitchen wall WBJC	None Deected
107-8	Laundry room ceiling WBJC	None Detected
107-9	Blue room off garage wall WBJC	None Detected
107-10	Speckled ceiling tile	None Detected
107-11	Solid ceiling tile	None Detected
107-12	Stairs ceiling WBJC	None Detected
107-13	Upstairs gameroom wall WBJC	None Detected
107-14	Laundry room red brick linoleum	None Detected
107-15	Stairs landing brown 12x12 flr	None Detected
107-16	Garage upstairs bath 12x12 flr	None Detected
107-17	Window glazing front right side	None Detected
107-18	Window glazing back porch large	None Detected
107-19	Window glazing garage back	2% Chrysotile

Asbestos Inspector Certification

The Environmental Institute

Roy Mote

Social Security Number - XXX-XX-4642
Enviroprobe, LLC - 1931 Highway 11 South - Covington, Georgia 30014

*Has completed coursework and satisfactorily passed
an examination that meets all criteria required for
EPA/AHERA/ASHARA (TSCA Title II) Approved Reaccreditation*

Asbestos in Buildings: Inspector Refresher

February 3, 2017

Course Date

16119


Certificate Number

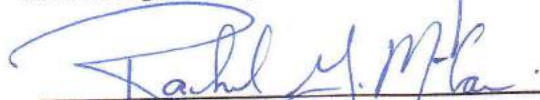
February 3, 2017

Examination Date

February 2, 2018

Expiration Date


David W. Hogue - Principal Instructor / Training Manager


Rachel G. McCain - Exam Administrator



(Approved by the ABIH Certification Maintenance Committee for 1/2 CM point - Approval #11-577)

(Florida Provider Registration Number FL49-0001342 - Course #FL49-0002805)

TEI - 1841 West Oak Parkway, Suite F - Marietta, Georgia 30062 - (770) 427-3600 - www.tei-atl.com

Analytical Results



1802K82

CHAIN OF CUSTODY
BULK ASBESTOS ANALYSIS

Client Name: Enviroprobe LLC Phone: 404 557 9320
Address: P.O. Box 2660 Fax: () -
City, State, Zip: Covington, GA 30014 Project Name: 107 W. Clark St.
Contact: Roy Mote Project Number: _____
Sampler's Name: Roy Mote Sampling Date: 2-22-18

	Sample ID	Sample Location/Description	Analysis Requested	Turnaround Time	Comments
1	107-1	left blue bath room wall WBJC	PLM	3 rd DAY	
2	107-2	front yellow middle room wall WBJC			
3	107-3	front right room wall WBJC			
4	107-4	back middle red room wall WBJC			
5	107-5	back middle bathroom wall WBJC			
6	107-6	Kitchen wall WBJC			
7	107-7	back room off kitchen wall WBJC			
8	107-8	laundry room ceiling WBJC			
9	107-9	blue room off garage wall WBJC			
10	107-10	speckled ceiling tile			
11	107-11	solid ceiling tile			
12	107-12	stair ceiling WBJC			
13	107-13	upstairs game room wall WBJC			
14	107-14	laundry room red brick linoleum			
15	107-15	stairs landing brown 12x12 flr tile			
16	107-16	garage upstairs bath 12x12 flr tile			
17	107-17	window glazing front left side			
18	107-18	window glazing back porch large	✓	✓	
19	107-19	window glazing back garage back			
20					

Relinquished by: Ry Mote
Received by: _____
Relinquished by: _____
Received by: _____

Date/Time: 2/22/18 1318
Date/Time: _____
Date/Time: _____
Date/Time: _____

Lab Recipient: MINIQUETA Date/Time: 2/22 1:20 Method of Shipment: C.O.

**ANALYTICAL ENVIRONMENTAL SERVICES, INC.****Bulk Sample Summary Report**

Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**AES Job Number: **1802K82**Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-1 Layer: 1	1802K82-001A	Left Blue Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-1 Layer: 2	1802K82-001A	Left Blue Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-1 Layer: 3	1802K82-001A	Left Blue Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-2 Layer: 1	1802K82-002A	Front Yellow Middle Room Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-2 Layer: 2	1802K82-002A	Front Yellow Middle Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-2 Layer: 3	1802K82-002A	Front Yellow Middle Room Wall WBJC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

AES, Inc. is accredited by NIST's National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis, Lab Code 102082-0. All analyses performed in accordance with EPA "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (EPA 600/M4-82-020), 1982 as found in 40 CFR, Part 763, Appendix E to Subpart E and "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116), 1993.

These test results apply only to those samples actually tested, as submitted by the client. All percentages are reported by visually estimated volume. PLM is not consistently reliable in detecting small concentrations of asbestos in floor tiles and similar nonfriable materials, quantitative TEM is currently the only method that can be used to determine conclusive asbestos content.

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report



Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**AES Job Number: **1802K82**Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-3 Layer: 1	1802K82-003A	Front Right Room Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-3 Layer: 2	1802K82-003A	Front Right Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-3 Layer: 3	1802K82-003A	Front Right Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-4 Layer: 1	1802K82-004A	Back Middle Red Room Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-4 Layer: 2	1802K82-004A	Back Middle Red Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-4 Layer: 3	1802K82-004A	Back Middle Red Room Wall WBJC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

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ND = None Detected

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina

**ANALYTICAL ENVIRONMENTAL SERVICES, INC.****Bulk Sample Summary Report**

Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**AES Job Number: **1802K82**Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-5 Layer: 1	1802K82-005A	Back Middle Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-5 Layer: 2	1802K82-005A	Back Middle Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-5 Layer: 3	1802K82-005A	Back Middle Bath Room Wall WBJC	ND	ND	ND	ND	ND	ND	
107-6 Layer: 1	1802K82-006A	Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-6 Layer: 2	1802K82-006A	Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	
107-6 Layer: 3	1802K82-006A	Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.
Bulk Sample Summary Report



Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**

AES Job Number: **1802K82**

Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-7 Layer: 1	1802K82 -007A	Back Room Off Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-7 Layer: 2	1802K82 -007A	Back Room Off Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	
107-7 Layer: 3	1802K82 -007A	Back Room Off Kitchen Wall WBJC	ND	ND	ND	ND	ND	ND	
107-8 Layer: 1	1802K82 -008A	Laundry Room Ceiling WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-8 Layer: 2	1802K82 -008A	Laundry Room Ceiling WBJC	ND	ND	ND	ND	ND	ND	
107-8 Layer: 3	1802K82 -008A	Laundry Room Ceiling WBJC	ND	ND	ND	ND	ND	ND	

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report

Client Name: **Enviroprobe, LLC**AES Job Number: **1802K82**Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-9 Layer: 1	1802K82 -009A	Blue Room Off Garage Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
107-9 Layer: 2	1802K82 -009A	Blue Room Off Garage Wall WBJC	ND	ND	ND	ND	ND	ND	
107-9 Layer: 3	1802K82 -009A	Blue Room Off Garage Wall WBJC	ND	ND	ND	ND	ND	ND	
107-10 Layer: 1	1802K82 -010A	Speckled Ceiling Tile	ND	ND	ND	ND	ND	ND	Paint included as binder
107-11 Layer: 1	1802K82 -011A	Solid Ceiling Tile	ND	ND	ND	ND	ND	ND	Paint included as binder
107-12 Layer: 1	1802K82 -012A	Stair Ceiling WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.
Bulk Sample Summary Report



Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**

AES Job Number: **1802K82**

Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-12	1802K82 -012A	Stair Ceiling WBJC	ND	ND	ND	ND	ND	ND	
Layer: 2									
107-12	1802K82 -012A	Stair Ceiling WBJC	ND	ND	ND	ND	ND	ND	
Layer: 3									
107-13	1802K82 -013A	Upstairs Gomeroom Wall WBJC	ND	ND	ND	ND	ND	ND	Paint included as binder
Layer: 1									
107-13	1802K82 -013A	Upstairs Gomeroom Wall WBJC	ND	ND	ND	ND	ND	ND	Joint compound. Paint included as binder
Layer: 2									
107-13	1802K82 -013A	Upstairs Gomeroom Wall WBJC	ND	ND	ND	ND	ND	ND	
Layer: 3									
107-13	1802K82 -013A	Upstairs Gomeroom Wall WBJC	ND	ND	ND	ND	ND	ND	
Layer: 4									

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



Bulk Sample Summary Report

Client Name: **Enviroprobe, LLC**AES Job Number: **1802K82**Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-14 Layer: 1	1802K82-014A	Laundry Room Red Brick Linoleum	ND	ND	ND	ND	ND	ND	Vinyl
107-14 Layer: 2	1802K82-014A	Laundry Room Red Brick Linoleum	ND	ND	ND	ND	ND	ND	Backing
107-14 Layer: 3	1802K82-014A	Laundry Room Red Brick Linoleum	ND	ND	ND	ND	ND	ND	Glue
107-14 Layer: 4	1802K82-014A	Laundry Room Red Brick Linoleum	ND	ND	ND	ND	ND	ND	Leveling compound
107-15 Layer: 1	1802K82-015A	Stairs Landing Brown 12x12 Flr Tile	ND	ND	ND	ND	ND	ND	Floor tile. Latex included as resilient
107-15 Layer: 2	1802K82-015A	Stairs Landing Brown 12x12 Flr Tile	ND	ND	ND	ND	ND	ND	Glue

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

For comments on the samples, see the individual analysis sheets.

ND = None Detected

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Microanalyst:

Elena Ivanova

QC Analyst:

Yelena Khanina



ANALYTICAL ENVIRONMENTAL SERVICES, INC.

Bulk Sample Summary Report

NVLAP

Lab Code 102082-0

27-Feb-18

Client Name: **Enviroprobe, LLC**

AES Job Number: **1802K82**

Project Name: **107 W. CLARK ST; OXFORD**

Project Number:

Client ID	AES ID	Location	Asbestos Mineral Percentage						Comments
			CH	AM	CR	AN	TR	AC	
107-16 Layer: 1	1802K82 -016A	Garage Upstairs Bath 12x12 Flr Tile	ND	ND	ND	ND	ND	ND	Floor tile. Latex included as resilient
107-16 Layer: 2	1802K82 -016A	Garage Upstairs Bath 12x12 Flr Tile	ND	ND	ND	ND	ND	ND	Glue
107-17 Layer: 1	1802K82 -017A	Window Glazing Front Left Side	ND	ND	ND	ND	ND	ND	White glazing. Paint included as binder
107-18 Layer: 1	1802K82 -018A	Window Glazing Back Porch Large	ND	ND	ND	ND	ND	ND	White glazing. Paint included as binder
107-19 Layer: 1	1802K82 -019A	Window Glazing Garage Back	ND	ND	ND	ND	ND	ND	White glazing. Paint included as binder
107-19 Layer: 2	1802K82 -019A	Window Glazing Garage Back	2	ND	ND	ND	ND	ND	Tan glazing. Paint included as binder

Note: CH=chrysotile, AM=amosite, CR=crocidolite, AC=actinolite, TR=tremolite, AN=anthophyllite

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ND = None Detected

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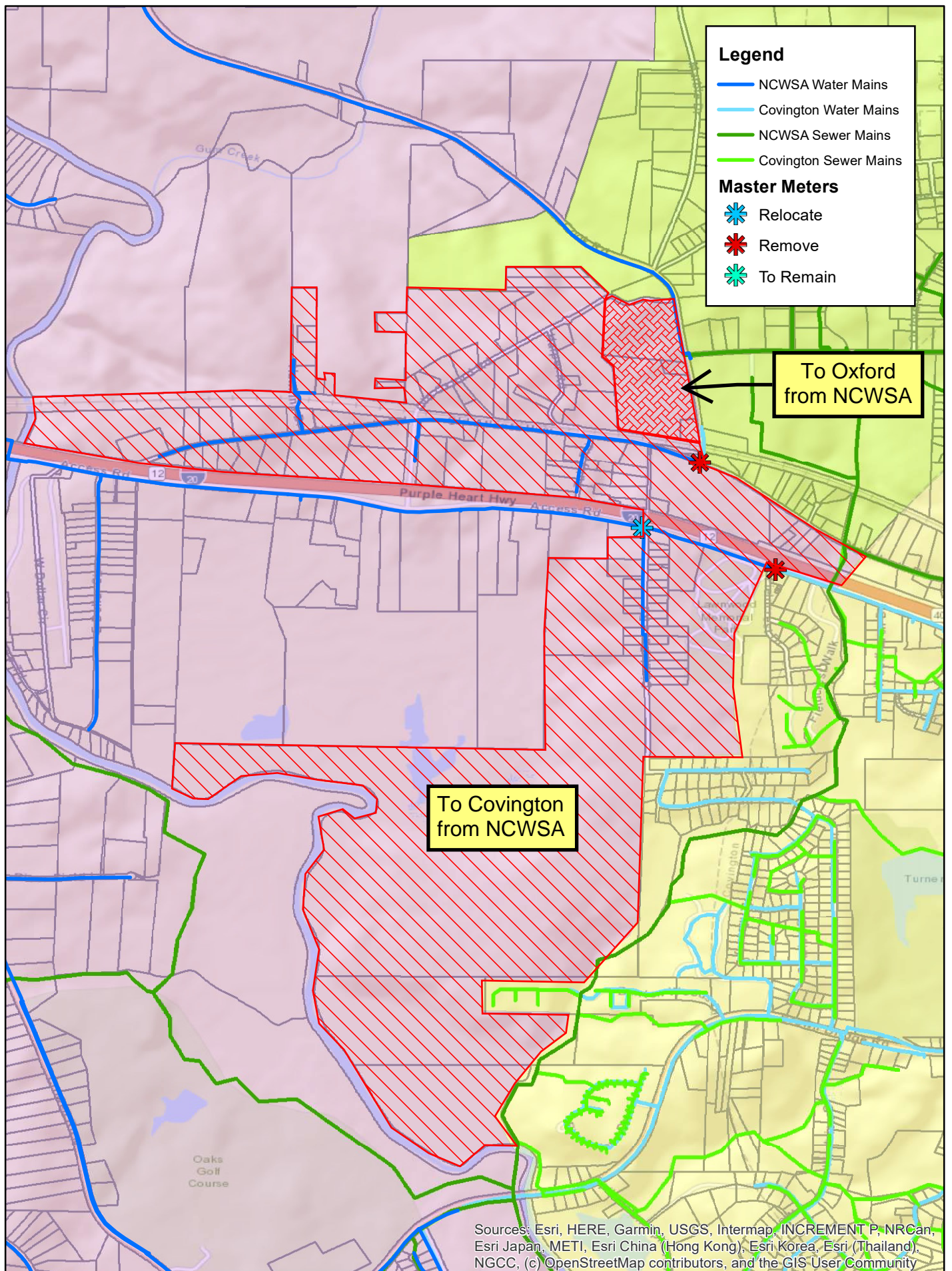
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Microanalyst:

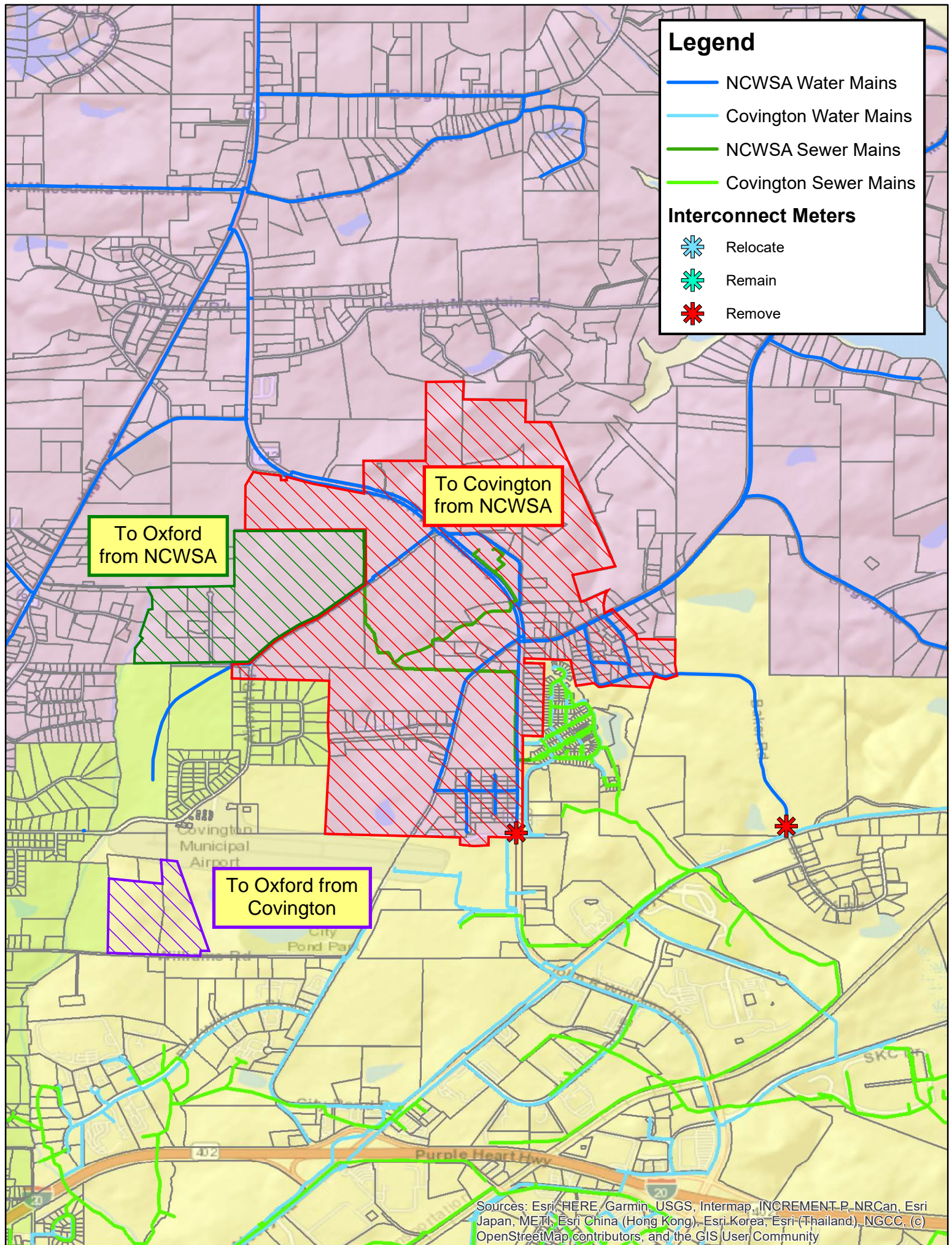
Elena Ivanova

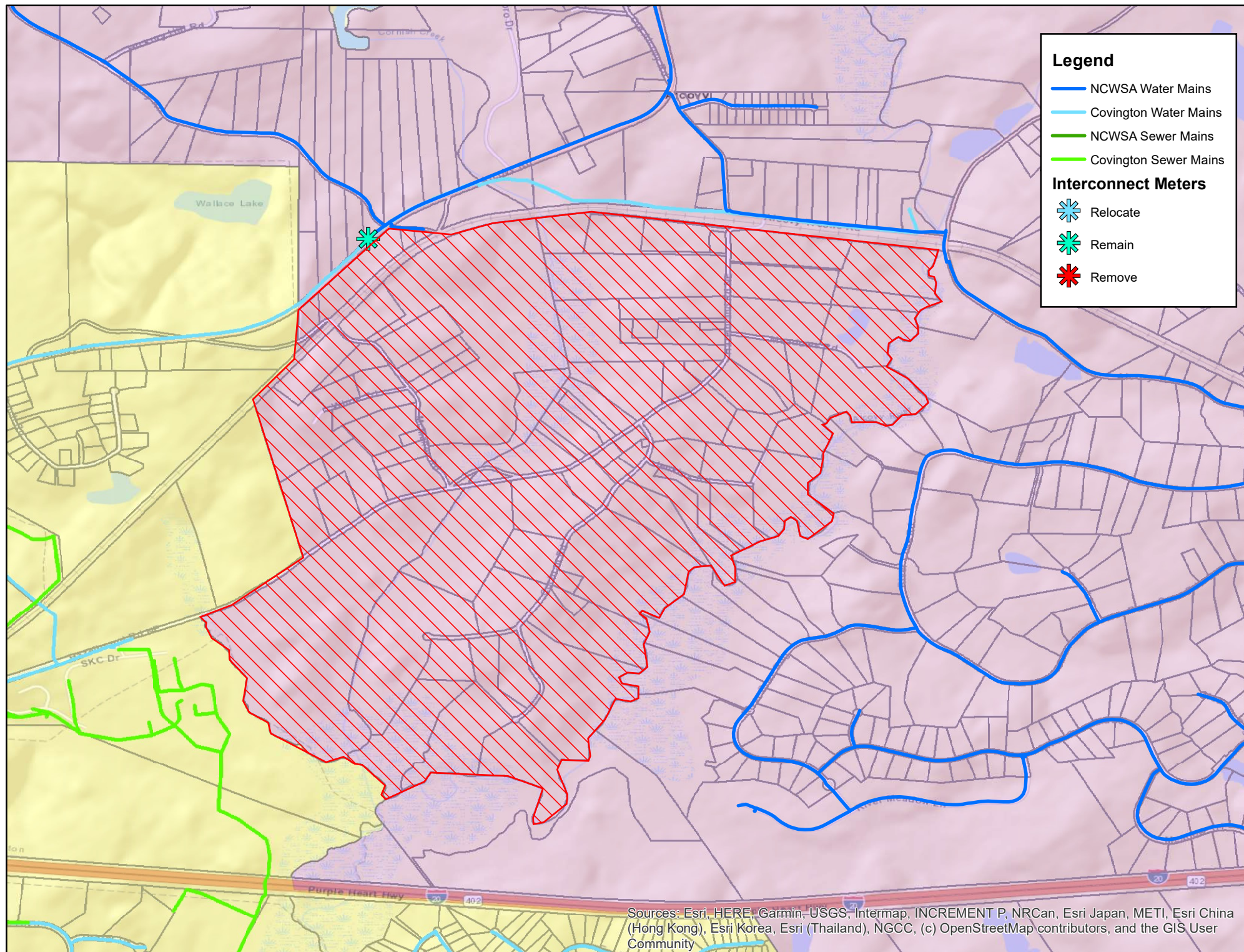
QC Analyst:

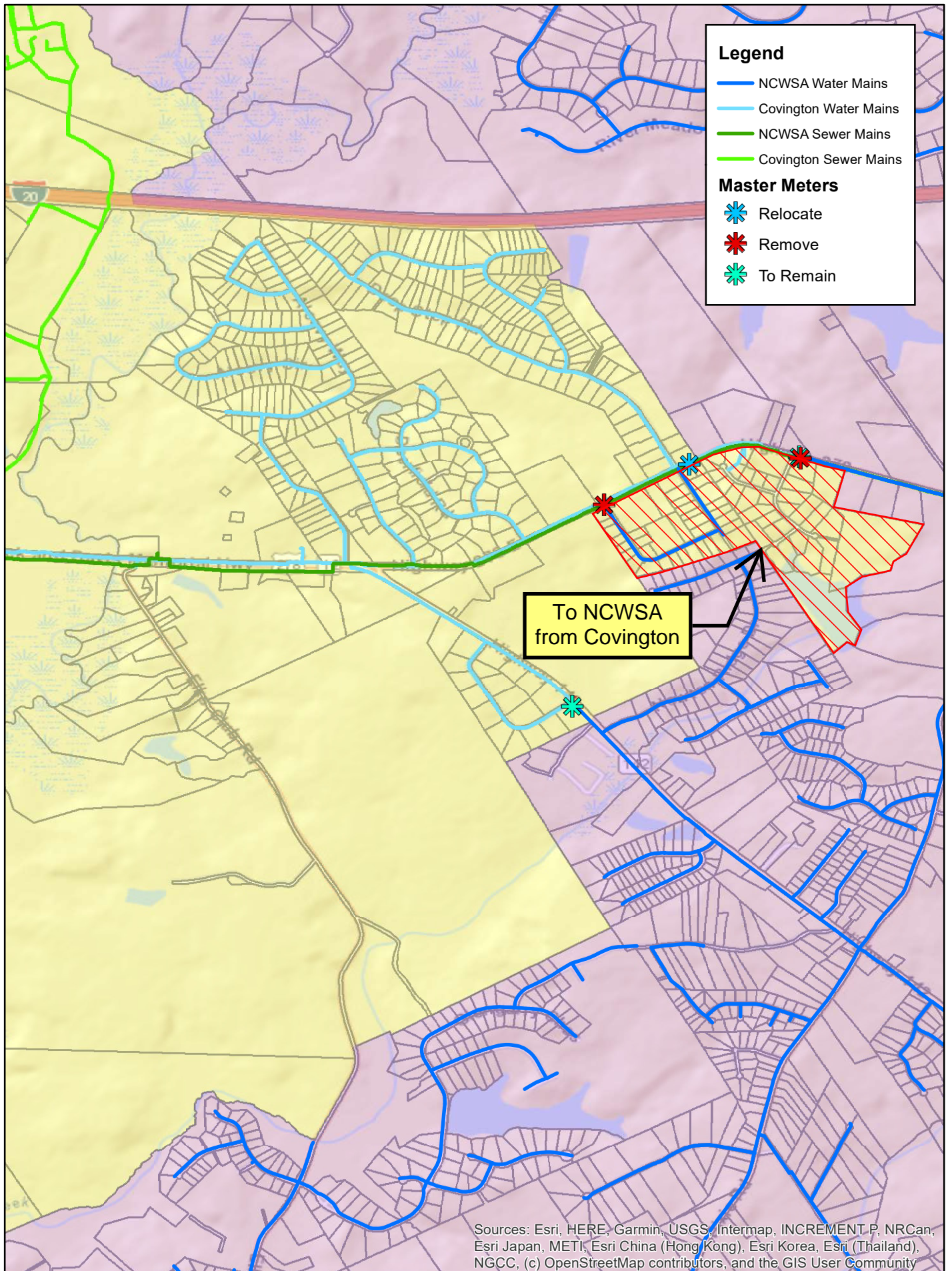
Yelena Khanina








Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

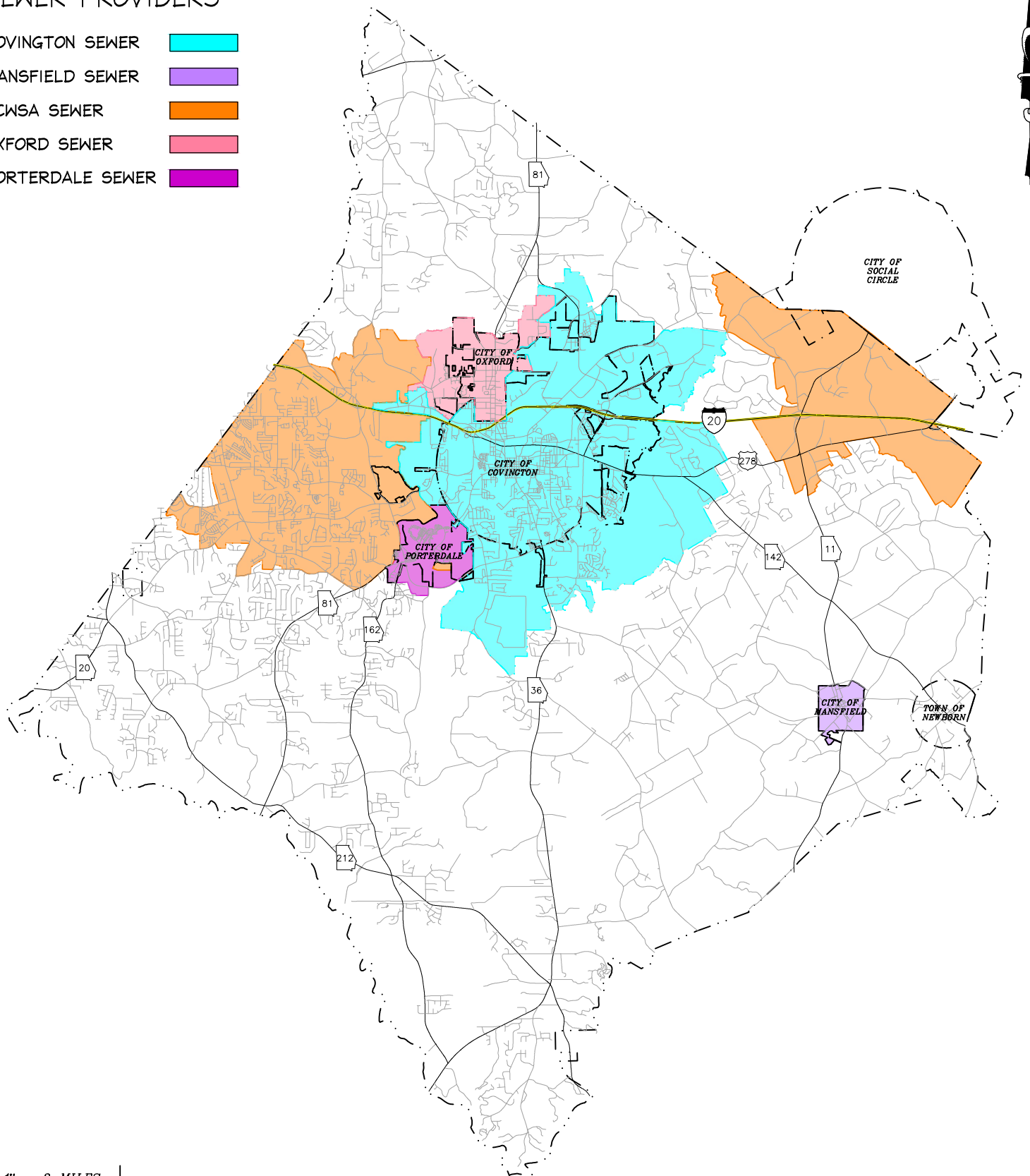






SEWER PROVIDERS

COVINGTON SEWER	
MANSFIELD SEWER	
NCWSA SEWER	
OXFORD SEWER	
PORTERDALE SEWER	









Carter & Sloope

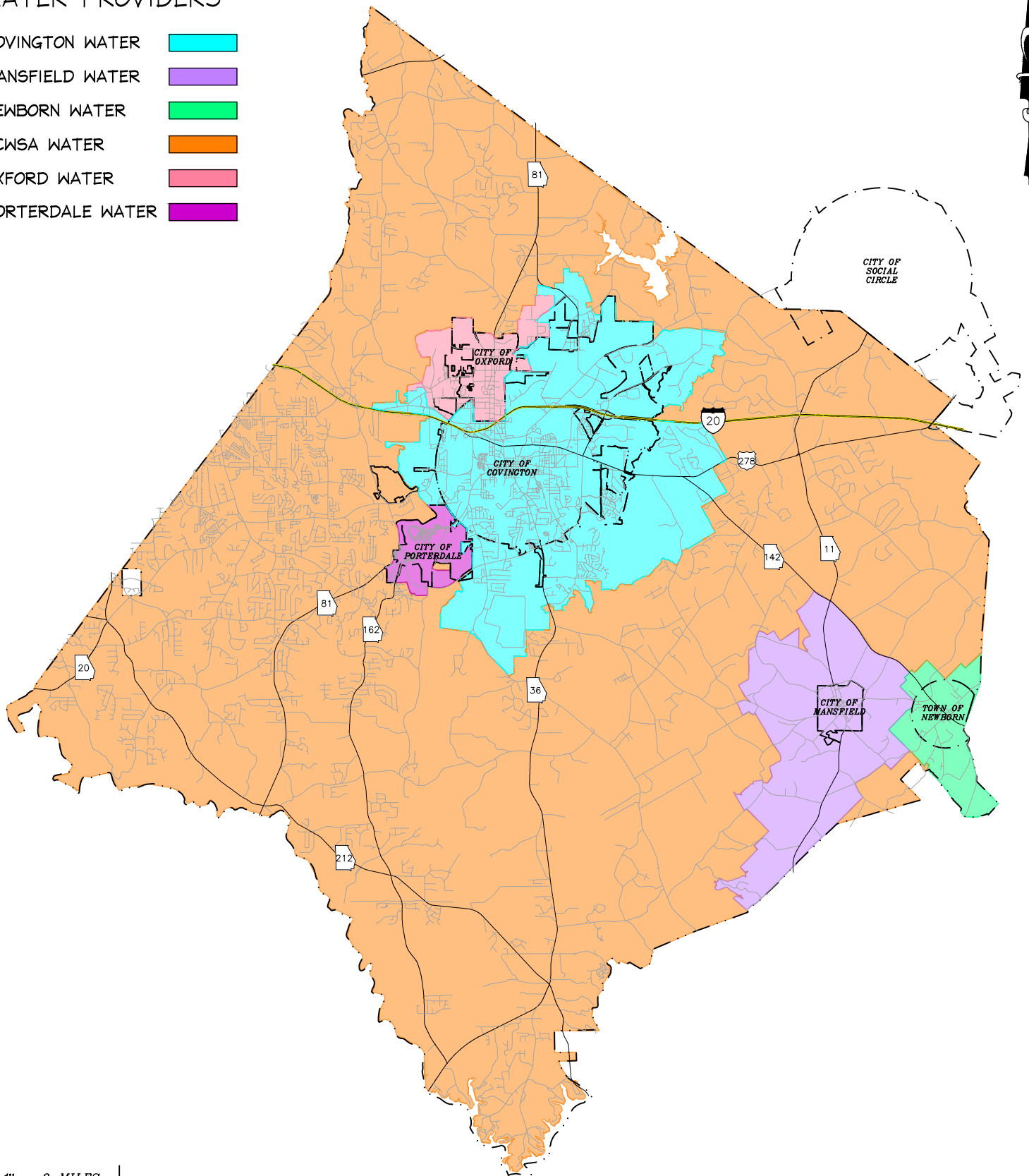
CONSULTING ENGINEERS

MACON ♦ ATHENS ♦ CANTON ♦ MOULTRIE

NEWTON COUNTY
SEWER SERVICE
AREA 2022

WATER PROVIDERS

COVINGTON WATER	
MANSFIELD WATER	
NEWBORN WATER	
NCWSA WATER	
OXFORD WATER	
PORTERDALE WATER	



1" = 3 MILES



Carter & Sloope

CONSULTING ENGINEERS

MACON ♦ ATHENS ♦ CANTON ♦ MOULTRIE

1031 STONEBRIDGE PARKWAY, WATKINSVILLE, GA 30677 . 706.769.4119 TEL . 706.769.4546 FAX

NEWTON COUNTY
WATER SERVICE
AREA 2022



14481 Lochridge Blvd
Covington, GA 30014
770-787-2929

www.greatestateslandscaping.com

Contact: Corbett Tucker

Telephone: 706-372-1822

Email: corbett@greatestateslandscaping.com

Pricing for other services offered: Included in Maintenance Contract

Name and Title of Authorized Representative: Corbett Tucker – Manager

Signature of Authorized Representative: Corbett Tucker

Date: 9/30/2019

**Exhibit A**

9/30/2019

Project

The City of Oxford

Address

110 West Clark Street

Contact

Matt Pepper

Oxford, GA

Email

mpepper@oxfordgeorgia.org

Direct Line

404-925-9168

Annual Included Price

Monthly Price

INCLUDED SERVICES TOTAL

\$

6,300

\$

525

See Exhibit B for details

ADDITIONAL SERVICES (Items included in monthly price)

Turf Care 6 rounds at \$155.00 per round.

\$

930.00

Tree and Shrub

\$

\$

Fire Ant Control (Please note this is not included in monthly price) \$500.00 per app.

\$

-

Weed Control in bed areas (not included in monthly price) \$260 per app

\$

-

Install 80 yards of natural hardwood mulch (not included in monthly price)

\$

5,600.00

Install 50 yards of playground mulch (not included in monthly price)

\$

4,000.00

Aeration (not included in monthly price)

\$

300.00

Irrigation - Start up and shut down \$85.00 (not included in monthly price)

\$

-

Irrigation Repair - \$85.00 an hour plus material that is needed. (not included)

\$

-

by Corbett Tucker

Title Manager

Date 9/30/2019

**SIGNING BELOW ACCEPTS THE INCLUDED SERVICE TOTAL AMOUNT, SPECIFICATIONS
(Exhibit B), AND TERMS & CONDITIONS (Exhibit C)**

by Corbett Tucker

Title

Manager

Date

9/30/2019**CONTRACT START DATE:**

INCLUDED SERVICES

Site clean-up

General site clean-up each visit includes policing of all maintained areas for the removal of paper, cans, bottles, sticks, leaves, and other debris. A complete blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas. Parking lot areas will be kept clean of organic material within fifteen feet (15') of curbs and planted areas.

Leaf clean-up

Fallen leaves on turf and planted beds will be collected and removed from site no less than (4) times per year. Weekly dispersal of leaves from focal areas, formal areas, and turf areas to prevent heavy build-up and damage to plant material.

Turf Mowing

All turf areas shall be mowed as needed throughout the year to maintain height by turf species: Warm season turf 1.5 to 2.5 inches, Cool season turf 3 to 4 inches, Utility turf will be maintained at the optimal aesthetic height. No more than 1/3 of the leaf blade will be removed with each frequency. Warm season turf will be scalped in late winter to remove previous season growth. Excessive grass clippings within turf or beds will be removed or distributed evenly after each mowing occurrence.

Edging

Turf adjacent to curbs or sidewalks and beds will be mechanically edged as needed to maintain a neat and clean appearance.

Shrub pruning

Shrubs will be pruned to maintain specific plant species requirements (This may include thinning, shearing, and structural pruning). To a maximum of 12 feet height. This specification does not include rejuvenation of previously neglected shrubs. While pruning may be possible, rejuvenation is available at an additional cost.

Tree pruning

Remove crossing, dead, dying or diseased branches, water sprouts, sprouts at or near the base of the tree trunk, branches that form with narrow angled crotches, branches damaged in storms or by other means. To a maximum of 12 feet height.

Groundcover pruning

All groundcovers shall be maintained within their borders and kept neat at all times. Perennials and ornamental grasses shall be pruned back in early spring, or as dictated by plant species.

Bed Weed Management

Herbicides will be applied to weeds in bed and pavement areas. Mechanical removal of weeds will be done as needed.

Fire Ant Management

Fire ants are invasive pests, which are extremely difficult to control and nearly impossible to eradicate. Fire Ant baits shall be applied as necessary in an attempt to mitigate overall populations.

Ornamental Insect and Disease Monitoring

All trees, shrubs and groundcovers shall be monitored bi-monthly for evidence of insect and disease activity. We utilize a program of Integrated Pest Management (IPM) instead of calendar, blanket pesticide applications. Insect and disease activity shall be treated on a case-by-case basis, and billed separately. This is for monitoring only.

Ornamental Fertilizer

A complete fertilizer of which 50% of the Nitrogen is derived from natural organic sources of ureaform. The fertilizer will contain by percentage the following: 10% Nitrogen, 10% Phosphoric Acid, and 10% Potash. Fertilizer will be applied in a granular form spread over the surface of the ground and mechanically or hydrolically removed from plant surfaces. Fertilizer will only be applied to those plants exhibiting signs or symptoms of nutrient deficiency.

Turf Program Round 1 Jan-Mar

Cool - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds; Cool and Warm - Herbicide application to prevent crabgrass and other summer annual weeds.

Turf Program Round 2 Apr-Jun

Cool and Warm - Fertilizer Application; Cool and Warm - Herbicide application to control emerged broadleaf weeds

Turf Program Round 3 Jul-Sep

Warm - Fertilizer Application

Turf Program Round 4 Oct-Dec

Cool and Warm - Winter conditioner fertilizer application; Warm - Herbicide application to prevent annual bluegrass and other winter annual weeds

Turf Program on demand

Insecticide and Fungicide applications will be made as needed. NOTE: Treatment for Spring Dead Spot (SDS) in Bermudagrass turf is not included in the base contract and may be treated as an additional service.

ADDITIONAL SERVICES (Items not included in monthly contract price)

Evaluate Irrigation System

Turn on all water supplies, set proper timer settings, adjust all heads and inspect the entire irrigation system to ensure proper operation. Inspect the entire system for proper operation and coverage. Heads shall be adjusted and timer settings made for optimal performance. Any defects or necessary repairs will be noted and proposed. Any irrigation components damaged by Great Estates will be repaired at no cost to the Customer.

Winterize Irrigation System

Shut off all water supplies at the source, drain all lines, Great Estates shall not be responsible for damage to the irrigation system in the event system is turned on by other individuals after system has been winterized.

Pine Straw

Pine straw shall be installed at a depth of three inches, which will settle to an average depth of two inches. Sticks, pinecones and other foreign matter shall be removed. All bed lines shall be tucked. All resulting debris will be removed.

Spring Seasonal Color

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1 inch.

Fall Seasonal Color

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1 inch.

Seasonal Color Maintenance

Maintenance of seasonal color includes the following services: All plants shall be fertilized with a combination of liquid and granular fertilizers. Fertilizers shall contain a high level of phosphorous to promote root growth and flower production. Preventative insecticides and fungicide will be applied. Any disease or insect outbreak will be treated with additional applications as needed. Spent blossoms will be removed from all appropriate flowering annuals on an as needed basis. This service is included with both Spring and Fall Seasonal Color Installation.

TERMS AND CONDITIONS

Agreement between:

Great Estates Landscaping
14481 Lochridge Blvd.
Covington, Ga 30014

AND

The City of Oxford
110 West Clark Street
Oxford, GA

1) Great Estates agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the included services described in Exhibit B for the included price set forth in Exhibit A.

2) This agreement shall be in effect as of the contract start date specified on Exhibit A, shall continue in effect until either party give to the other at least thirty (30) days written notice of its desire to terminate. As a condition precedent to Customer's right to terminate, Customer recognizes that the equal monthly payments made to for monthly service are not a true representation of the actual amount of work performed in each given month. Customer agrees to tender payment in full for all goods and services received. In recognition of the services provided, should the contract be terminated by Customer the termination table below shall be utilized to determine the amount of the annual contract cost due at termination. In the event that the price of installation of seasonal color, mulch, pine straw, turf program, or or other goods included as part of the equal monthly payments, Customer agrees to pay in full any outstanding balance for such services at time of termination.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4.50%	4.50%	6.50%	9.00%	10.50%	12.00%	11.00%	10.00%	10.00%	9.50%	7.50%	5.00%

3) Customer agrees to pay in full before the last day for each invoice period during the term hereof for the services rendered by during said invoice period for the term of the Contract.

4) Invoices are payable upon receipt and are due in full on the 15th of each month (last day of invoice period). Great Estates reserves the right to suspend or terminate service on Customer if balance is outstanding for more than forty-five (45) days. Customer agrees to pay all costs, including attorney's fees incurred by in collecting any overdue balance. Failure of at anytime to exercise its rights hereunder shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.

5) If Customer takes exception to any service performed or claims that has failed to perform any services, such exception or claim must be submitted in writing to within five (5) business days, or services in question shall be deemed accepted by Customer. In addition, Customer agrees to allow reasonable time for exception or claim to be rectified by .

6) If is prevented or hindered from performing the services herein by reasons beyond its control, including, without limitation, inclement weather, fire, floods, riots, strikes or acts of God, then shall be excused from the performance of such services and Customer from the obligation of payment thereof for the extent and for the period that such performance is prevented or hindered by such condition or event. In the event of a natural disaster such as ice storm, severe freeze, high winds, will not be responsible for any clean up outside of the scope of this contract. will provide service upon request of the Customer at an additional agreed compensation.

7) The prices provided in this Contract are valid for a period of sixty (60) days from the date herein. Should the contract fail to be executed within this period, reserves the right to withdraw or modify the prices presented herein.

8) This Contract will renew for a period of one (1) year from each anniversary date unless terminated or modified.



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 Great Estates Landscaping 14481 Lochridge Boulevard, Covington, Georgia 30014. 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.**

Refer to the description of services described in the proposal submitted by the Service Provider and approved by the Mayor and Council on March 2, 2020. The City of Oxford accepts the terms and condition described in the proposal and adds the following terms as outlined in this contract.

2. **PAYMENT.** The City of Oxford will pay compensation to Service Provider for the services based on: **Monthly Price of \$525.** 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 TO MARCIA BROOKS, CITY CLERK/TREASURER WITH THE CITY OF OXFORD, GEORGIA AT THE ADDRESS BELOW:

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

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

4. **RELATIONSHIP OF PARTIES.** Service Provider is an independent Service Provider and neither Service Provider, Contractors employed by the Service Provider (if any), nor any of their agents are employees of the City of Oxford. Service Provider is responsible for the direction and supervision of its employees and Contractors and shall promptly remove any personnel who are not adhering to the terms of this Agreement. The City of Oxford will **not** provide fringe benefits, including health insurance, paid vacation, overtime, or any other employee benefit for the benefit of Service Provider. The Service Provider shall purchase and maintain insurance for

claims covered under General Liability. This insurance shall be written by a company or companies approved by the City of Oxford, and for not less than One Million Dollars, (\$1,000,000.00). Certificates of such insurance shall be filed with the City of Oxford prior to the commencement of the service provided and upon the City of Oxford's request shall name same as an additional insured.

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

6. **TERM/TERMINATION.** This Agreement shall be effective for a period of 12 Months, shall automatically renew for successive terms of the same duration, unless the City of Oxford provides 30 days written notice to Contractor prior to the termination of the applicable initial term or renewal term.

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

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

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

City of Oxford

By: David S. Eady
David S. Eady, Mayor

Attest: Matthew Pepper
Matthew Pepper, City Manager

Date: 8-13-2020

Great Estates Landscaping:

By: Corbett Tucker

its Account Manager

Date: 8/5/2020

TASK ORDER

ATKINS Project Number: TBD

Task Order Number:

This Task Order is made part of and governed by the terms and provisions of the Master Services Agreement, dated the 2 day of December, 2022 ("Agreement"), by and between Atkins North America, Inc. ("ATKINS") and City of Oxford (the "Client"). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

Scope of Services: In performing its work under this Task Order, ATKINS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by ATKINS. ATKINS agrees to perform the following scope of services in accordance with the Payment Basis set forth below.

Refer to attached Scope of Services "Attachement A"

Payment Basis: Select the basis of payment for this Task Order:

<input type="checkbox"/> Time and Materials (T&M)
Total Labor: _____
Total Materials: _____
Total Ceiling "NTE" Amount: _____
<input checked="" type="checkbox"/> Firm-Fixed Price (FFP)
Total Task Order Amount: \$ 17,000
<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
Total Estimated Costs: _____
Fixed Fee: _____
Total Price: _____

<input type="checkbox"/> Fixed Unit Rates/Prices
Total "NTE" Amount: _____
<input type="checkbox"/> Labor-Hour (LH)
Total Ceiling (NTE) Amount: _____
<input type="checkbox"/> Other
Describe basis of payment: _____

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

ATKINS NORTH AMERICA, INC.:

Name: R. Brian Bolick
Title: R. Brian Bolick, PE - Vice President
Date: 1/9/2023

Name: _____
Title: David S. Eady - Mayor
Date: _____

City of Oxford Scope of Services Attachment A

Project Overview:

Atkins is aware that the City of Oxford desires to build a granite gateway sign at the corner of SR81 (Emory Street) and Geiger Street. We understand that survey work has been performed and that there have been some preliminary bids for a granite gateway by local contractors, but the City would like a more formal bid set and specification prepared for competitive bid.

Atkins appreciates the opportunity to assist the City of Oxford on the preparation of bid documents for this important project. The following is our proposed scope of services.

Project Tasks

Task 1. Project Management

Atkins will:

- Provide project management to facilitate efficient project progress while maintaining ongoing, clear communication with the City of Oxford and City Manager.
- Services include organizing, managing, and coordinating the services required to perform the scope of work.
- Plan and facilitate a project kick-off meeting and site visit of the proposed gateway site. At the conclusion of this meeting, Atkins will develop a final project schedule.
- Conduct project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

Deliverables:

- *Kick-off Meeting agenda and notes*
- *Project management meetings/phone calls to discuss project progress and issues with agenda and action items*
- *Final project management schedule*
- *Monthly invoices and progress reports on task completion and budget status*
- *Agenda and notes for coordination meetings with stakeholders and partners*

Task 2. Site Analysis:

Atkins Design Team will:

- Attend one (1) on site kick-off meeting with the City Staff to review project scope, timeline, and gather information related to the proposed location and past designs
- Conduct a site visit and visual assessment/photo site documentation of the proposed gateway location.

Deliverables:

- Prepare base maps utilizing available surveys, GIS, National Wetlands Inventory Mapping, FEMA Mapping, Soil Reports, aerial photography and/ or Google Street View.
- Gather available relevant data, plans, facilities and supporting infrastructure. This includes any existing site data provided by the City.

Task 3. Preliminary Plans and Details

The Atkins team will prepare preliminary plans illustrating the overall look of the proposed gateway and its proposed location. Plans will include a 3d visualization to show the overall size and mass of the gateway as well as proposed finishes. A preliminary site plan rendering will also be included that shows the gateways proposed location and any site features that will be included in the design. A detailed estimate of probable costs will be provided by the Atkins team that will include items illustrated and required for the Gateway construction.

Once this preliminary design and location has been approved the Atkins team will transition to the construction document phase of work.

Deliverables:

- *One rendered site plan*
- *One 3d visualization of the proposed gateway*
- *An estimate of probable costs*
- *Meeting with the City Manager to discuss the proposed gateway design and cost.*

Task 4.0 Construction Documents and Specifications

The Atkins team will prepare plans, details, and specification adequate for bidding. Construction documents will be provided to the City for review prior to completion at the 90% level. The Atkins team will incorporate any City comments or revision received as part of the final set. Specifications and Cut Sheets will be included for use in bidding.

Professional Fees for proposed Services:

This task order will be performed for a lump sum (firm -fixed price) of \$17,000.

Proposed Schedule:

It is projected this task order will be completed within 2-3 months from execution of the task order from the City and Notice to Proceed.

Assumptions/Exclusions: Atkins has identified the following Assumptions and Exclusions for this project. Should the City request an additional service that has been excluded from the proposed scope of services, Atkins will prepare an Additional Task Order for the City review and approval.

The following Assumptions and Exclusions to the proposed scope of work include:

- The City will provide a manager with the authority to review the progress of the work, meeting(s), and make decisions and recommendations that may impact the project.
- The City will provide information on the proposed site including any survey work performed as part of a prior study.
- Only (1) one gateway location is to be included as part of this design package.
- The following services are not included in the scope of services:
 - Costs to advertise public notice
 - Geotechnical Services
 - Traffic analysis studies, warrants or other traffic studies.
 - Environmental Permitting
 - Right of Way Documents and/or Easement Plans
 - GDOT Agency approvals
 - Bidding and Construction Assistance
 - Field run survey



Atkins North America, Inc.
1600 RiverEdge Parkway, NW, Suite 700
Atlanta, Georgia 30328

Telephone: +1.770.933.0280

www.atkinsglobal.com/northamerica

Service will be billed in accordance with our Standard Hourly Rate Schedule, Attachment A. Additional services requested by the Client, not specifically identified in the above scope of services, will be invoiced separately in accordance with our standard hourly rate schedule. To provide the City of Oxford with these proposed services and for our Atkins accounting records, please provide a written Notice to Proceed.

We appreciate the opportunity to serve you and the City of Oxford, and we look forward to assisting the City in successfully completing the City Gateway Planning effort. Should you have any questions or require additional information, please do not hesitate to contact me at 770.933.0280 or by email at john.boudreau@atkinsglobal.com.

Sincerely,

A handwritten signature in blue ink that reads "R. Brian Bolick".

R. Brian Bolick PE
Vice President, Sr. Division Manager
Community & Intermodal Infrastructure Business Unit

CITY OF OXFORD

RESOLUTION

WHEREAS, the Oxford Mayor and City Council have authorized the City of Oxford to establish and maintain a Capital Projects account which shall be used to accumulate resources for the acquisition, construction, or improvement of infrastructure and property and to acquire motor vehicles and equipment related to the city's infrastructure; and,

WHEREAS, the Oxford City Council adopted its Capital Improvement Plan for Fiscal Years 2023 through 2027 on June 22, 2022; and,

WHEREAS, the City's leaf vacuum was not included for replacement in Fiscal Year 2023; and,

WHEREAS, it has become necessary to replace the City's leaf vacuum at a cost of \$67,294; and,

WHEREAS, the Capital Improvement Plan for Fiscal Years 2023 through 2027 includes a line item for \$500,000 in FY 2023 for E. Soule Street improvements which will not be fully expended in FY 2023;

NOW THEREFORE BE IT RESOLVED, that

The Capital Improvement Plan for the City of Oxford for Fiscal Years 2023 through 2027 is hereby amended by reallocating \$67,294 of the line item for E. Soule Street improvements in FY 2023 to a line item for replacement of the City's leaf vacuum.

Adopted this sixth day of February 2023.

BY:

Mayor

ATTEST:

City Clerk