

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, APRIL 5, 2021 – 7:00 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

1. Call to Order, Mayor David S. Eady
2. Invocation.
3. Motion to accept the Agenda for the April 5, 2021 Mayor and Council Regular Meeting.
4. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session March 1, 2021.
 - b. * Minutes of the Work Session March 15, 2021.
 - c. * Minutes of the Planning Commission February 9, 2021.
 - d. * Minutes of the Trees, Parks and Recreation Board February 16, 2021.
 - e. * Minutes of the Downtown Development Authority February 23, 2021.
5. Planning Commission Recommendations/Petitions.
6. Citizen Concerns.
7. **COVID-19 Update** – Council will discuss any city business related to the Coronavirus pandemic.
8. **Yard Sale Request from Oxford Lions Club** – The Oxford Lions Club is requesting to use the city-owned space at the corner of Clark Street and Emory Street from 7 AM to 2 PM on Saturday, May 1st for their community yard sale.
9. ***City Sidewalk Project** – The FY2021 Capital Budget includes \$800,000 for a project to extend the sidewalk on Emory Street from Soule Street to northern city limits. Previously, Keck & Wood completed a concept study for the section of sidewalk. In addition, they have provided a cost proposal to prepare the engineering plans, the bid documents, and contract. We have attached the proposal.
10. ***Emory Street Sidewalk Replacement Project** – The FY2021 Capital Budget includes \$100,000 to make repairs to the existing sidewalk that runs along the westside of Emory Street/SR 81 from the city-owned greenspace to Soule Street. We have attached a draft copy of the plans with the conduit shown for pedestrian lighting.
11. ***City Hall Multifunction Copier** – Ms. Brooks will provide the Council with a recommendation to replace the multifunction copier at City Hall. We have attached a copy of the recommendation.

12. ***810 Whatcoat Lease** – Council will discuss renewing the lease with Oxford College for the building at 810 Whatcoat Street (Old City Hall). We have attached a copy of the current lease.
13. * **Invoices** – Council will review the city’s recently paid invoices over \$1,000.
14. Executive Session.
15. Adjourn.



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, MARCH 1, 2021 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Dave Harvey – Chief of Police
C. David Strickland – City Attorney

OTHERS PRESENT: Natalie Faulkner (Allen Memorial United Methodist Church), Mike Ready, Cheryl Ready, Art Vinson, Laura Gafnea (Oxford College), Anderson Wright, Steve Longcrier, Sarah Davis (Covington News)

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Rev. Natalie Faulkner (Allen Memorial United Methodist Church).
3. **A motion was made by Jeff Wearing to accept the Agenda for March 1, 2021. Avis Williams seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
4. **A motion was made by Jeff Wearing to accept the Consent Agenda for March 1, 2021. Avis Williams seconded the motion. The motion was approved unanimously (7/0).**
(Attachment B)
5. **Planning Commission Recommendations/Petitions**
None.
6. **Citizen Concerns**
Anderson Wright notified the City Council that he has been elected President of the Oxford Historical Cemetery Foundation. Alexa Devetter has been elected Vice-President. The other officers remain the same. Mr. Wright looks forward to meeting with the committee of the City Council working on the agreement with the Foundation. Mayor Eady stated that Lynn Bohanan is chairing the committee, James Windham is also on the committee, and Erik Oliver has also expressed interest in being on the committee.

7. **Georgia Civil War Heritage Trails Signage**

In 2016, the City of Oxford approved installing signage for the Georgia Civil War Heritage Trails program in three locations in the city. At the February 2021 Work Session, the City Council revisited the decision to install the signage. The City of Oxford Committee on Race was asked to provide a recommendation on the signage.

Mayor Eady asked Avis Williams to provide the Committee's recommendation. Ms. Williams stated the recommendation of the Committee is not to put up any additional signs, reimburse the organization for the expenditures of the signs that have not been put up including travel costs, and leave the existing sign in place.

George Holt made a motion to follow the recommendation of the Committee on Race. James Windham seconded the motion. The motion was approved by a majority (6/1). Jeff Wearing voted Nay.

Mayor Eady advised Steve Longcrier to follow up with Matt Pepper on the cost of printing the signs including customization based on the requests of the City of Oxford.

Mr. Longcrier stated he is aware that Oxford is a unique community in Oxford. With Oxford having no retail establishments, there is not any incentive for these signs from a tourism perspective. He has been aware because of the events that have occurred nationally recently that something like this might occur, but they have placed signs in 120 communities, and this is the first time that this type of action has been taken. His organization is prepared to work with Oxford and wants this to be a positive experience. He does not want it to be a divisive issue, but a unifying issue. He thanked the City Council for their consideration.

8. **Emory Street Sidewalk Project**

The FY2021 Capital Budget includes \$562,000 for a project to extend the sidewalk along the west side of Emory Street from Geiger Street to Moore Street. In 2019, the City Council awarded the contract to Tri Scapes, Inc. for \$561,751.13. Contract approval was received from the Georgia Department of Transportation (GDOT) in December 2020. Due to the extended amount of time that had elapsed since their bid was submitted, Tri Scapes, Inc. felt that they could not hold to their original bid. They are requesting a 7.5% increase in the total contract value, which amounts to \$42,131. With the increase, the new contract amount is \$603,882.

Matt Pepper stated that the issue for consideration of the City Council is whether to pursue the project given the increase in the contract price.

George Holt asked if the amount is non-negotiable. Mayor Eady stated that if the City rejects the bid, the contract must be rebid. Mr. Holt asked if the City can attempt to negotiate the price if the new bid is accepted. Mr. Pepper stated that the City would try to negotiate on the price.

Jeff Wearing questioned the appropriateness of spending the money for the sidewalk at this time, notwithstanding the price increase, given that the pedestrian bridge that was part of this project will not be built any time soon.

Mayor Eady asked for clarification from Mr. Pepper on the City's responsibility of the total of \$603,882. Mr. Pepper stated that the grant covers about \$450,000. There is a match from the City of Oxford of \$112,350. The price increase of \$42,131 would be added, as well as the cost of construction administration and materials testing, bringing the total to about \$190,000 that the City of Oxford would be responsible for.

Laura McCanless questioned the need for a redundant sidewalk leading to the bridge into Covington. There is a crosswalk at Oxford College for students. The investment of about \$200,000 required is a considerable amount of money that could be redistributed to other projects that are more critical.

James Windham and George Holt agreed with Mr. Wearing and Ms. McCanless. Mr. Windham further stated that there are other areas of sidewalk that are in dire need of repair. He also stated that the only reason the City was pursuing this project was as part of the pedestrian bridge collaboration with the City of Covington. He does not feel the City should pursue the sidewalk if Emory University is not going to pursue the pedestrian bridge.

Laura McCanless also pointed out that laying new concrete sidewalk is not environmentally friendly.

Jeff Wearing stated that this project is too far along to add conduit to the design. The funds allocated for this project can be used for conduit on the sidewalk project on the north side of Oxford.

Mayor Eady agreed that making any changes to the design at this stage would reset the project and would require another potentially protracted wait period for approval from GDOT.

James Windham made a motion to cancel the contract with Tri Scapes, Inc. and the project. George Holt seconded the motion. The motion was approved unanimously (7/0).

Mayor Eady asked Mr. Pepper to inform the parties involved of this decision and stated the City Council will discuss how to reallocate the funds at the March Work Session.

9. **City Sidewalk Project**

The FY2021 Capital Budget includes \$800,000 for a project to extend the sidewalk on Emory Street from Soule Street to northern city limits. Previously, Keck & Wood completed a concept study for the section of sidewalk. In addition, they will be providing a cost proposal to prepare the engineering plans, the bid documents and contract, and provide construction administration for the project. They were expected to provide the cost proposal prior to the meeting, but it has not been received.

Mayor Eady advised Matt Pepper to add this issue to the March Work Session agenda with the expectation that the cost proposal will be received before the meeting.

10. **George Street Park Fencing**

Jeff Wearing advised that he met with Cheryl Ready, Chair of the Trees, Parks and Recreation Board. He proposes to replace twelve (12) posts and about forty-five to fifty (45-50) rails to make it presentable along the streets that it borders. He recommends screwing the rails into the posts. Where the walk comes across from George Street, there is a four-post fence with reflectors. The four posts and rails need to be replaced as well. He estimates the cost of materials to be about \$1,000.

Mr. Wearing will provide the equipment needed. He hopes to be able to complete the project in one day with the help of citizen volunteers. The posts he proposes are made of cedar, the same as the posts currently there. Mr. Wearing needs to be reimbursed for the rails, the screws, and the reflectors. He would like to put the information out asking for volunteers on the City's social media outlets and in the utility bills. Laura Gafnea agreed to also put the word out at Oxford College for students to volunteer.

George Holt made a motion to approve the plan proposed by Jeff Wearing for repairing the fence. Laura McCanless seconded the motion. The motion carried unanimously (7/0).

11. **Invoices** (Attachment C)

The Council reviewed the invoices paid by the City of Oxford for \$1,000 or more in February 2021. Marcia Brooks advised the City Council that the item on the list for \$5,250 paid to Over and Under General Contractors for emergency repair of a power pole due to an automobile accident is being reimbursed by the driver's insurance company.

12. **Executive Session**

The City Council went into Executive Session at 7:33 p.m. to discuss real estate matters. The City Council returned from Executive Session at 8:33 p.m.

13. **Adjourn**

A motion was made by George Holt to adjourn at 8:33 p.m. James Windham seconded the motion. The motion was approved unanimously (7/0).

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



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

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Dave Harvey – Police Chief
Jody Reid – Utilities Superintendent

OTHERS PRESENT: Cheryl Ready, Art Vinson, Laura Gafnea (Oxford College), Melissa Hage, Barbara Cole, Sarah Davis (Covington News)

Agenda (Attachment A)

1. Mayor's Announcements

Mayor Eady did not have any announcements.

2. Committee Reports

- a. Sustainability Committee – Melissa Hage reported that the Committee met at the end of February with Mayor Eady, Matt Pepper, and John Devine from the Northeast Georgia Regional Commission (NEGRC) in attendance. They worked on creating a Streets and Trails Plan for the City. They will be able to leverage the creation of that plan when they are working on their Georgia Outdoor Stewardship Program (GOSP) grant application. Mr. Devine will attend their March meeting to work with the committee on the grant application. They are also planning to work on a sustainability plan for the City as a long-term goal.
- b. Committee on Race – Avis Williams reported that the Committee has a meeting scheduled for April. They had a great inaugural Black History Month event and are planning for their next event which will be in June to coincide with Juneteenth. They will have more details on this event after their next committee meeting.

- c. Trees Parks and Recreation (TPR) Board – Cheryl Ready stated that the ginkgo trees were replaced in Asbury Street Park on February 23, 2021. Beryl Budd also led a training workshop that was attended by City of Oxford and City of Covington employees that can count toward the Tree City USA Growth Award presented by the Arbor Day Foundation. She also reported that several trees around the City have been pruned recently.
- d. Planning Commission – Matt Pepper stated that the Planning Commission is finalizing their recommendations for amendments to Chapter 40 of the City of Oxford zoning ordinance. Mayor Eady asked Mr. Pepper if the Planning Commission will initiate the previously discussed rezoning request for properties on the East side of Emory Street. Mr. Pepper affirmed that the Planning Commission is planning to initiate the request. They have had discussions with homeowners the last two months and plan to discuss it one more time in April before submitting the request to the City Council.
- e. Downtown Development Authority (DDA) – Matt Pepper stated that the DDA will be meeting the following week and currently has nothing to report.

3. **City Hall Multifunction Copier** (Attachment B)

Continuing the previous month's discussion about an opportunity to replace the multifunction copier in City Hall, City Clerk Marcia Brooks presented information in response to questions from the previous meeting. She provided statistics for the number of color and black and white copies printed per year for 2017-2020. She also stated that the machine is set to default to black and white for copies but has been printing in color from staff computers. In the last week she has asked all staff to change the settings on their computers to default to black and white when printing to the machine, with the option to change to color if needed.

Ms. Brooks presented two proposals from Novatech, one with a uniform service cost for five years and one with a 10% increase in service cost for years four and five. The proposal with the uniform service cost has a slightly higher total cost over five years than the proposal with the 10% increase in service cost in years four and five. The City owns the equipment in City Hall now, and it could be transferred to the Police Department or Public Works Department for continued use.

Avis Williams thanked Ms. Brooks for the detail and comparative information provided.

James Windham asked how the copier can be disposed of if the City does not decide to repurpose it. Ms. Brooks could not answer this question but will research it and provide information at a later time. He also thanked Ms. Brooks for the information provided.

Mr. Art Vinson asked for clarification on the problem the City is trying to solve, since there is a copier that is paid for and functional in City Hall, although maintenance costs are going up. Ms. Brooks stated she would call it an opportunity for optimization rather than a problem. She acknowledged that Mr. Vinson is correct in that the current equipment is

functional. However, the proposed equipment can perform better than the equipment the City currently has with no adverse impact on the budget.

Mr. Windham asked what the proposed equipment has that the current equipment does not have.

Ms. Brooks advised that the new equipment processes jobs faster and has more hard drive space. It also has a hole-punch mechanism and booklet finisher which includes tri-fold capability. The City currently uses a separate piece of equipment for folding and inserting utility bills in envelopes for which a maintenance contract is paid. She will research whether the new equipment can perform this function, which would eliminate the need for maintaining a separate piece of equipment.

Mr. Vinson suggested obtaining prices from other vendors for comparison. Mr. Windham and Laura McCanless supported this idea. Ms. Brooks agreed to check into the folding equipment capabilities and to obtain quotes from other vendors and provide this information to the City Council.

Mr. Windham requested that staff research ways to move more work products to electronic storage rather than storing paper. He also asked that staff research ways to manage work orders electronically using tablets or phones.

4. **810 Whatcoat Lease** (Attachment C)

The existing lease with Oxford College for the building at 810 Whatcoat Street expires at the end of March 2021. Matt Pepper advised that Oxford College is interested in renewing the lease for another three years because of its importance to services provided to their students. They have requested that the price remain the same for the first year of the new lease, which is \$31,710, with a 5% increase in years two and three.

Laura McCanless asked if the 5% increase would occur each year for the next two years, or if it is 5% for the second and third years. Mr. Pepper advised it is 5% for the two years.

All Councilmembers stated they approve of the proposed lease renewal.

5. **FY2022 Operating and Capital Budgets** (Attachment D)

Matt Pepper summarized the first drafts of the FY2022 Operating and Capital Budgets. The proposed budget will be discussed again in several subsequent meetings before approval of the final budget scheduled for the June regular session.

The operating budget for the current year (FY2021) is \$4.4 million. The proposed FY2022 budget will increase to \$4.9 million, which is about where the typical budget lands for the City. The FY2021 budget included a cut of about 20% to prepare for possible decreases in revenue due to the COVID-19 pandemic. Revenue collections for FY2021 have not suffered as anticipated. LOST and SPLOST collections have remained strong. The City had expected students not to be on campus at all for their Fall semester at Oxford College, however, the college used a hybrid model with the number of students on campus reduced.

Mayor Eady stated that the City plans to increase the Trees, Parks and Recreation Board budget. There is a backlog in caring for the existing trees in the City and planting new trees, so their annual budget is being increased from \$10,000 to \$15,000. The amount for this item in the budget will probably stay at \$15,000 for several years to get back to a more proactive and strategic plan for tree care in the City.

Jeff Wearing stated that there are predictions for construction expenses to increase substantially in the near future. He recommends that the City use caution in proceeding with any construction-type projects.

Matt Pepper asked Councilmembers and citizens to reach out to him if they have questions about any specific line items in the proposed budget. He expressed confidence in the revenue streams for the City providing adequate coverage for the proposed budget.

6. Maintenance Facility Fence

Mayor Eady stated that the City is in the process of obtaining updated bids for the maintenance facility fence.

7. City Sidewalk Project (Attachment E)

Mayor Eady stated that the alternative material discussed for the sidewalk project on Emory Street from Soule Street to the northern city limits has been submitted by the vendor for approval to the Georgia Department of Transportation (GDOT). The City wants to get some idea of the timeline for the decision process by GDOT.

An estimate for the infrastructure for lighting also needs to be incorporated into the project. It was included in Keck & Wood's concept plan but has not been incorporated into the estimate for the project. Mayor Eady does not expect the cost to increase substantially, but it will increase above the \$85,500 cost in the current plan.

The City had also discussed the possibility of using the alternative material as a pilot project. Mayor Eady has asked Matt Pepper to find out from GDOT whether the entire project can be a pilot project.

8. Credit Card Convenience Fees (Attachment F)

At the December 2020 City Council Work Session City Clerk Marcia Brooks discussed a proposal to absorb the customer charges for use of credit cards to incentivize the use of online payments and to also allow the City to accept Visa in person. The City Council did not make a decision on this issue. They asked for an estimate of a flat fee charged to customers that would cover these costs rather than a percentage of the transaction, which is the current practice.

Ms. Brooks summarized the costs and main issues presented previously, then she discussed the estimated costs to cover online and in office transactions. The costs for covering online fees are higher in some cases for customers than the current model of charging 3%. In her opinion the only feasible solution is to continue charging 3% for online

transactions and to charge a flat fee for in-office transactions so that staff can begin accepting Visa in the office. She also stated that there are other options coming soon for alternative methods of payment that the City can hopefully implement.

George Holt asked for clarification on how the merchant and convenience fees work for online and in-office transactions, which Ms. Brooks provided. He stated he does not feel comfortable with a flat fee because some customers will pay more based on a flat fee than they would otherwise.

Mr. Art Vinson asked if there is any sense of the cost to process a check payment as opposed to a cash payment. He also asked what percent of transactions are checks as opposed to credit cards. Ms. Brooks stated the only information she has readily available is that credit cards are about 12% of total transactions. She will need to research the other questions.

Mr. Holt asked if banks are still charging an amount per check to deposit them. Ms. Brooks stated they are not.

James Windham asked what percent of the transactions cash payments are. Ms. Brooks advised she will need to calculate this percentage.

Mr. Windham asked when the other options mentioned earlier will be available. Ms. Brooks stated that e-check and payment by phone are available now. She just needs to find out what the cost is to implement them and how to integrate them with our accounting system. Mr. Windham stated he would like to have that information as well so that a decision can be made about all options at one time.

Mr. Vinson asked if the City accepts Zelle or Venmo or if she knows anything about their cost. Ms. Brooks stated she did not have any information on these products. Mr. Holt advised he believes there is no cost unless the payment is needed immediately.

9. **Work Session Meeting Review**

- a. Multifunction copier – Ms. Brooks will conduct additional research and provide information to Mayor and City Council.
- b. 810 Whatcoat Lease – City Council agreed to move forward with terms discussed.
- c. FY2022 Operating and Capital Budgets – Provide comments to Mr. Pepper and copy Mayor Eady.
- d. Maintenance Facility Fence – Staff is working on bids.
- e. City Sidewalk Project – Updated proposal will be shared after clarifying information is obtained.
- f. Credit Card Convenience Fees – Ms. Brooks will investigate questions and issues discussed.

10. **Adjourn**

Mayor Eady adjourned the meeting at 7:28 p.m.

March 15, 2021

City of Oxford/Work Session

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Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer

OXFORD PLANNING COMMISSION

Minutes – February 9, 2021

MEMBERS: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mike Ready, Jeremy Baker, and Mike McQuaide.

STAFF: Matthew Pepper, City Manager and Zoning Administrator.

GUESTS: Susan and Steve Roan; Melissa Tice; Sammy Griffin; Randy Simon, Director of Facilities Planning and Operations, Oxford College; Laura Gafnea, Director of Community Relations, Oxford College.

OPENING: At 7:02 PM, Mr. Eady called the meeting to order and welcomed the guests.

MINUTES: Upon motion of Mr. Ready, seconded by Mr. McQuaide, the minutes for the meeting of January 12, 2021 were adopted as amended. The vote was 6-0.

REZONING DISCUSSION: In November 2020, the Commission made a recommendation to rezone six (6) parcels located along E. Clark Street and Emory Street from Town Center to R-20 Residential. The Commission revisited their previous recommendation and considered whether to recommend rezoning an additional 18 parcels located along E. Clark Street and the east side of Emory Street. Currently, the 18 parcels are zoned R-7.5 Residential. R-7.5 allows for the highest density of residential development. Prior to the meeting, the Commission invited the affected property owners to join the discussion.

Mr. Eady explained that the Commission had previously observed that the R-7.5 designation was not consistent with the current use of the properties. Mr. Eady further explained that the parcels were assigned the R-7.5 designation by a prior Commission with the thought that several of them were underdeveloped from a full intensity of land use perspective. At that time, it was to contemplate the possibility of future additional development on these properties. Currently, the feeling of the community is to preserve the natural borders surrounding the Dried Indian Creek corridor.

During the discussion, Ms. Tice shared that her grandmother owns the property located at 708 Emory Street. She asked about the impact on the properties that have a lot width that is less than the required 100'. Mr. Eady responded that any lot within the city is already an existing subdivided lot filed through Newton County's subdivision process, which means that it is an official, permissible lot irrespective of the zoning designation. If a particular existing lot were rezoned, it would not instantly make that lot unbuildable, nor would it affect the existing dwelling.

Ms. Tice asked if an existing dwelling would need to be rebuilt, which zoning criteria would the homeowner follow? Mr. Eady responded that if a house is destroyed, it would need to comply with requirements of the current zoning designation during reconstruction.

In addition, Ms. Tice asked what prompted the Commission to review the lots zoned Town Center. Mr. Eady responded that the area of the city that is commercially developable is located on the west side of Emory Street. Mr. Eady further explained that the six lots zoned Town Center on the east side of Emory Street are exclusively being used for a residential purpose. Therefore, the Commission concluded that it would be undesirable for the current residents to live next to a property with a commercial use.

Ms. Tice asked for access to the city's current zoning map. Mr. Pepper stated that he will send her a link to the city's interactive zoning map on the city's website.

Mr. Griffin asked what are the Commission's intentions in considering the rezoning? Mr. Eady responded that the Commission's goal is to preserve the city's identity as a residential community with limited commercial development in the town center area (i.e. – city greenspace).

In addition, Mr. Griffin asked if Oxford College is going to purchase the existing post office. Mr. Simon and Ms. Gafnea said that they knew of no plans for the college to purchase the post office.

The Commission agreed that many of the existing lots under consideration comply with the criteria assigned to the R-20 zoning. In addition, they agreed that the present uses of the properties are inconsistent with the R-7.5 designation. They also agreed that it is in the city's best interest to focus on lower density development while balancing the community's desire to be environmentally conscious, especially the area around the Dried Indian Creek Corridor.

The Commission will continue their discussion on the rezoning recommendation at their March meeting. As part of their discussion in March, the Commission will undertake a review of Section 40-638(g) "criteria for amendments to official zoning maps" as they develop the recommendation. In addition, the Commission will analyze whether the current square footage of the existing dwellings and lot widths will conform with the R-7.5 zoning criteria. As before, they will invite each affected property owner to join the discussion to offer input on the recommendation. Once the Commission approves the recommendation, it will be sent to the Mayor and Council for consideration through a formal public hearing process.

DISCUSSION ON AMENDMENTS TO CHAPTER 40: The Commission continued their discussion on the amendments to Chapter 40 Zoning, specifically Sections 40-575, 40-712, 40-713, 40-841, 40-842, and Division 16 – Residential Infill Overlay District. Prior to the meeting, Mr. Eady shared a summary of the proposed amendments with the Commission. Mr. Eady asked that the Commission review the summary and provide any feedback on the proposed amendments. The Commission will then review the feedback at the March meeting.

During the discussion, Mr. Pepper asked if the Commission is open to include making repairs to an existing driveway to the specific scope of improvements that would not require a development permit. The Commission agreed that it would be appropriate to include it.

In addition, Mr. Pepper asked if installing a shed in a backyard could be approved administratively. The Commission agreed that a shed in the backyard of a specific size (to be determined at a later date) with no setback issues could be approved administratively. They also agreed developing criteria for size, materials, lack of utilities, etc. for administrative approval.

Prior to the meeting, Mr. Pepper sent the Commission a list of permits that the city approved when it contracted for third-party building inspection and permitting services. The Commission agreed that structures like pools, decks, and fences would require a variation of a building permit as currently adopted.

As for trade permits, the Commission agreed that only a trade permit would be required for maintenance or replacement of a dwelling's plumbing, HVAC, or electric system.

The Commission will continue their discussion on amendments to Chapter 40 during future meetings. They will share their recommendations with the Mayor and Council.

OTHER BUSINESS: Mr. Pepper shared with the Commission the letter that the city sends to each resident annually to explain the permitting process. The Commission had no comments.

ADJOURNMENT: Mr. Eady adjourned the meeting at 8:20 PM.

Submitted by:

Juanita Carson, Secretary

OXFORD TREES, PARKS AND RECREATION BOARD

Minutes – February 16, 2021

MEMBERS: Cheryl Ready, Chair; Nakeisha Cummings, Theresa Eady, Mike McQuaide, Michael Rogers, and Anderson Wright.

STAFF: Beryl Budd, City Arborist; Matthew Pepper, City Manager.

GUESTS: Jeff Wearing and Laura McCanless, City Council Members.

OPENING: At 5:02 PM, Ms. Ready called the meeting to order and welcomed the guests.

MINUTES: Upon motion of Ms. Eady, seconded by Mr. McQuaide, the minutes for the meeting of January 19, 2021 were adopted. The vote was 6-0.

ELECTIONS: The Board discussed electing officers for 2021. The officers are: Chair, Vice-Chair, and Secretary.

Upon motion of Mr. Wright, seconded by Mr. Rogers, Ms. Ready was elected as Chair, Mr. Rogers was elected as Vice-Chair, and Ms. Eady was elected as Secretary. The vote was 6-0.

FENCING AT GEORGE STREET PARK: The Board discussed the project to replace the existing split-rail fence at George Street Park. Mr. Wearing shared that the City Council agreed to explore the option to replace the fence using local volunteers. Mr. Wearing further explained that the City Council asked him to lead the project. In addition, Mr. Wearing shared that he determined that only twenty-seven (27) rails and nine (9) posts needed replacement. The cost for each rail and post is \$15.71 and \$26, respectively. Mr. Wearing thought the project could be completed for approximately \$700. He asked the Board to help him find volunteers for the project.

The Board expressed their support for replacing the fence with volunteers at the cost shared by Mr. Wearing. He will follow up with the Council at the March Regular Session Meeting.

GUIDELINES FOR DONATIONS FOR ASBURY STREET PARK: The Commission reviewed the first draft of the guidelines for donations for Asbury Street Park. During the review, the Commission agreed to expand the opportunity for a donation to all recreational areas and property owned by the city. In addition, they agreed that it was important to not limit the opportunity to provide a donation from Newton County residents only. They discussed expanding the items that could be donated to include benches, picnic tables, and trees. Also, the Board discussed which party (the city or donor) would replace an item that was damaged. The Board will continue discussing this item at their March meeting.

FY2022 BUDGET REQUEST: The Board discussed their FY2022 budget request. During the discussion, the Board reviewed Mr. Budd's assessment of the number of trees that need pruning (either structural or crown). Upon review of Mr. Budd's assessment, the Board determined that they would need to increase the current budget by \$5,000 to stay current with the volume of trees that need pruning. The additional \$5,000 would bring the total pruning budget to \$9,000 for FY2022. They will share their recommendation with the City Council before the March Work Session meeting.

BOARD MISSION STATEMENT: The Board conducted a final review of their Mission Statement.

Upon motion of Ms. Eady, seconded by Mr. McQuaide, the Trees, Parks and Recreation Board adopted the Mission Statement. The vote was 6-0.

TREE REPLACEMENT AT ASBURY STREET PARK: The Board discussed the city's project to replace nine (9) Ginkgo trees at Asbury Street Park. During the discussion, Mr. Budd reported that the trees will be replaced on Monday, February 22nd. The city will use a small auger when removing the trees to help limit

the damage to the root ball and surrounding sod. The Board agreed to give the Ginkgo trees to Mr. Budd for replant at his disposal.

Upon motion of Mr. McQuaide, seconded by Ms. Eady, the Trees, Parks and Recreation Board approved giving the existing Ginkgo trees to Mr. Budd for his professional disposal. The vote was 6-0.

MEMBERSHIP: The Board discussed filling the existing vacancy. Board members will continue to reach out to potential candidates individually. They will continue their discussion at the March meeting.

OTHER BUSINESS: The Board did not discuss any items related to other business.

ADJOURNMENT: Mr. Ready adjourned the meeting at 6:08 PM.

Submitted by:

Theresa Eady, Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes – February 23, 2021

MEMBERS: Mr. Brian Barnard, Chair; Mr. Mike Ready, Vice-Chair; Mr. Jonathan Eady, Ms. Danielle Miller, Ms. Laura McCanless, Mr. Art Vinson, and Mr. Ray Wilson.

STAFF: Matthew Pepper, City Manager and DDA Secretary/Treasurer.

GUESTS: No guests were in attendance.

OPENING: At 7:00 PM, Mr. Barnard called the meeting to order.

APPROVAL OF MINUTES: Upon motion of Mr. Eady, seconded by Mr. Ready, the minutes for the meeting held on January 26, 2021 were approved as amended. The vote was 7 – 0.

THE CITY GREENSPACE: Mr. Barnard and Mr. Ready shared the details of their conversation with the City Council regarding the DDA's proposal for recommended improvements to the city greenspace. They presented the proposal at the February 15th City Council Meeting. During the discussion, they reported that the City Council was supportive of the idea to make the proposed capital improvements to the greenspace. However, the City Council did not express a desire to convey the properties making up the greenspace to the DDA.

After the City Council meeting, Mr. Barnard and Mr. Ready followed up with Mayor Eady about the DDA's recommendations for the proposed improvements. From their conversation, Mr. Barnard and Mr. Ready understood that the city would retain ownership of the greenspace properties and the DDA would fund the proposed improvements. The City Council will continue the discussion surrounding the greenspace at their March 1st meeting.

The DDA expressed concerns with making the proposed capital improvements to the greenspace without a contractual right to make improvements to city-owned land. They further discussed that the contractual rights could come in the form of a lease, license, or title. The DDA agreed that approaching the City Council with a request for a license for access to the greenspace is the most practical option.

The DDA further agreed that they would not hire a landscape architect to design the space. Rather, the DDA could choose the necessary design elements for the fencing, signage, picnic tables, and other improvements.

OTHER BUSINESS: The DDA did not discuss any items related to other business.

ADJOURNMENT: Mr. Barnard adjourned the meeting at 8:06 PM.

Submitted by:

Matthew Pepper, Secretary/Treasurer

March 26, 2021

Mr. Matt Pepper
City Manager
City of Oxford
110 W Clark Street
Oxford, GA 30054

Sent via email: mpepper@oxfordgeorgia.org

Re: Scope Description and Fee Proposal –
Emory Street Sidewalk Improvements

Dear Mr. Pepper:

The City of Oxford, Georgia intends to implement pedestrian improvements along SR 81/Emory Street in the City of Oxford. The project will be locally funded and consists of adding sidewalks, pedestrian scale lighting, and related improvements to the east side of Emory Street from Soule Street to Richardson Street and to the west side of Emory Street from Soule Street to Watson Street. An unsignalized pedestrian crossing in the vicinity of Emory Way. Keck & Wood, Inc. (The “Engineer”) intends to provide the City with professional engineering services for the implementation of this project.

The following scope of work will be provided by the Engineer:

Survey Phase: The Engineer will:

1. Meet with City representatives to review and discuss the sidewalk improvements scope of work.
2. Perform field survey as needed, including both sides of Emory Street within the project limits.
3. The Owner will provide previously surveyed property information in AutoCAD format. Additional property survey will not be performed.

Plan Development Phase

1. The Engineer will develop roadway construction plans, lighting photometrics and plans, coordinate with utility companies as necessary, prepare a construction cost estimate, and prepare a bid document package. Right-of-way plans will be prepared, if required. If needed, right-of-way acquisition services can be provided as a separate lump sum fee. The project is located on a State Route. The Engineer will coordinate with the Georgia Department of Transportation (GDOT) regarding the proposed improvements, and submit for and obtain an encroachment permit from GDOT. It is anticipated that an Intersection Control Evaluation (ICE) will not be required, and Transportation Engineering (TE) Study will not be required, and that a revised traffic signal permit will not be required.

Bidding and Procurement Phase: The Engineer will:

1. Assist the City in selecting a period for advertising and bidding the proposed improvements. Provide the City with a bid advertisement for advertising the construction of this project in the City’s legal organ,
2. Post the advertisement to the Engineer’s website,
3. Provide prospective bidders with purchased bid documents, respond to all bidder questions and inquiries,
4. Prepare addenda and distribute copies to all plan holders,
5. Attend bid opening to assist the city with opening bids and review bids for award, review the qualifications of the low bidder, provide the City with a bid recommendation letter,

Mr. Matt Pepper

3/26/2021

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6. Provide the City with a Notice of Ward to be issued to the selected bidder.

Compensation for work performed shall be a lump sum fee of \$91,500. Once per month during the existence of this contract, The Engineer shall submit to the City and invoice for payment based on percent complete for the work performed for the Project through the invoice period. A breakdown of the fees for each phase is depicted in the fee schedule listed below:

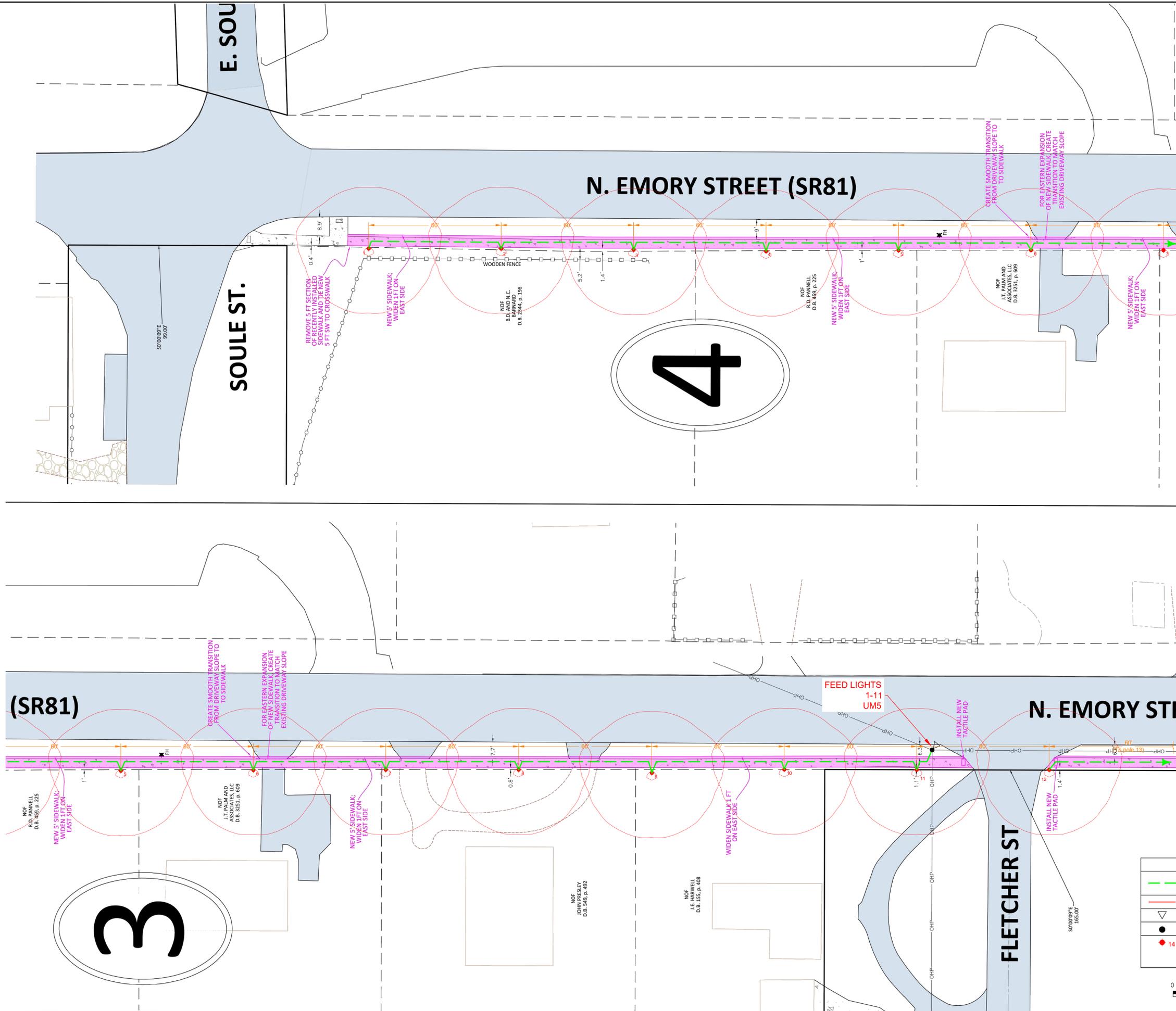
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|--------------------------------------|----------------|
| Surveying Phase | \$13,500 |
| Plan Development Phase | \$72,500 |
| <u>Bidding and Procurement Phase</u> | <u>\$5,500</u> |
| Total fees | \$91,500 |

Sincerely,
KECK & WOOD, INC.

Robert Renwick, P.E.
Vice President

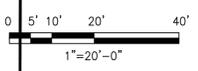
Attachment

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LEGEND

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| | INSTALL 1-1/4" ROLL CONDUIT W/ #4 TPX U.G. |
| | INSTALL #2 O.H TPX |
| | EXISTING O.H. XFMR |
| | EXISTING WOOD POLE |
| | INSTALL LIGHT FIXTURE 75 WATT LED FIXTURE 240 VOLTS |

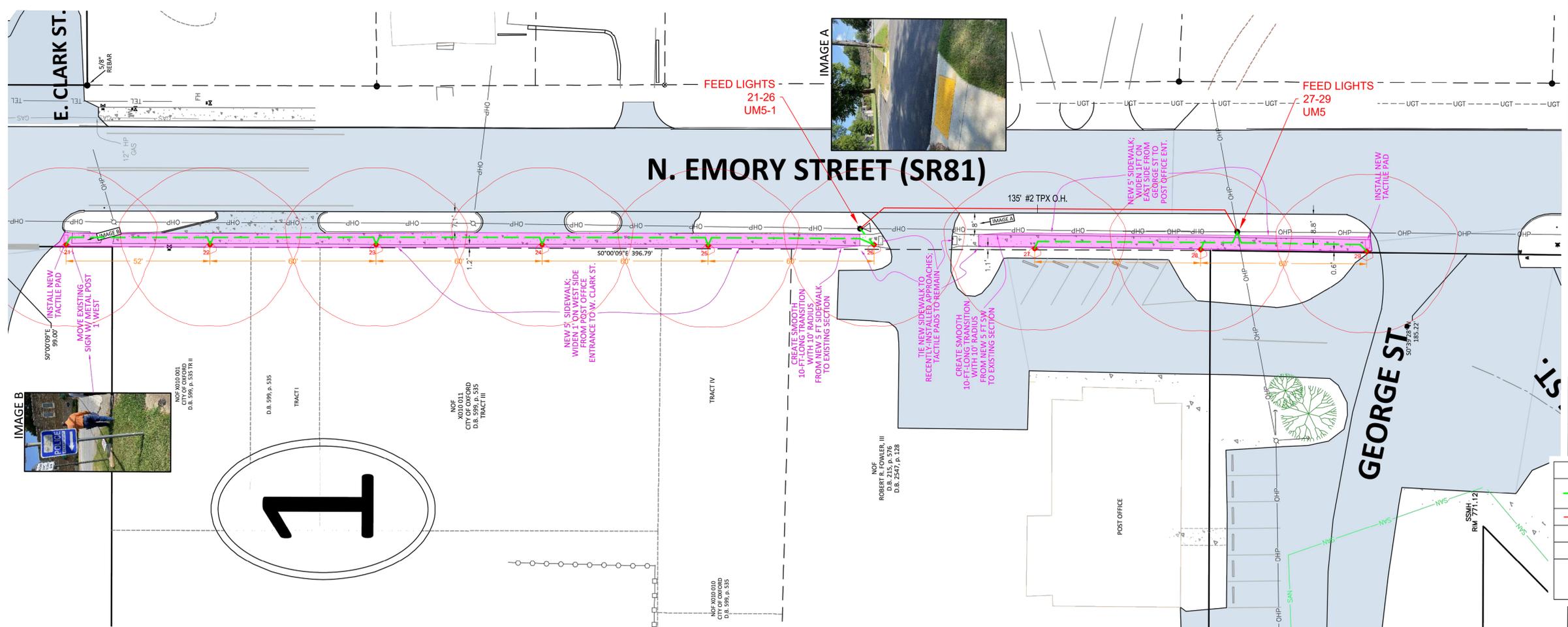
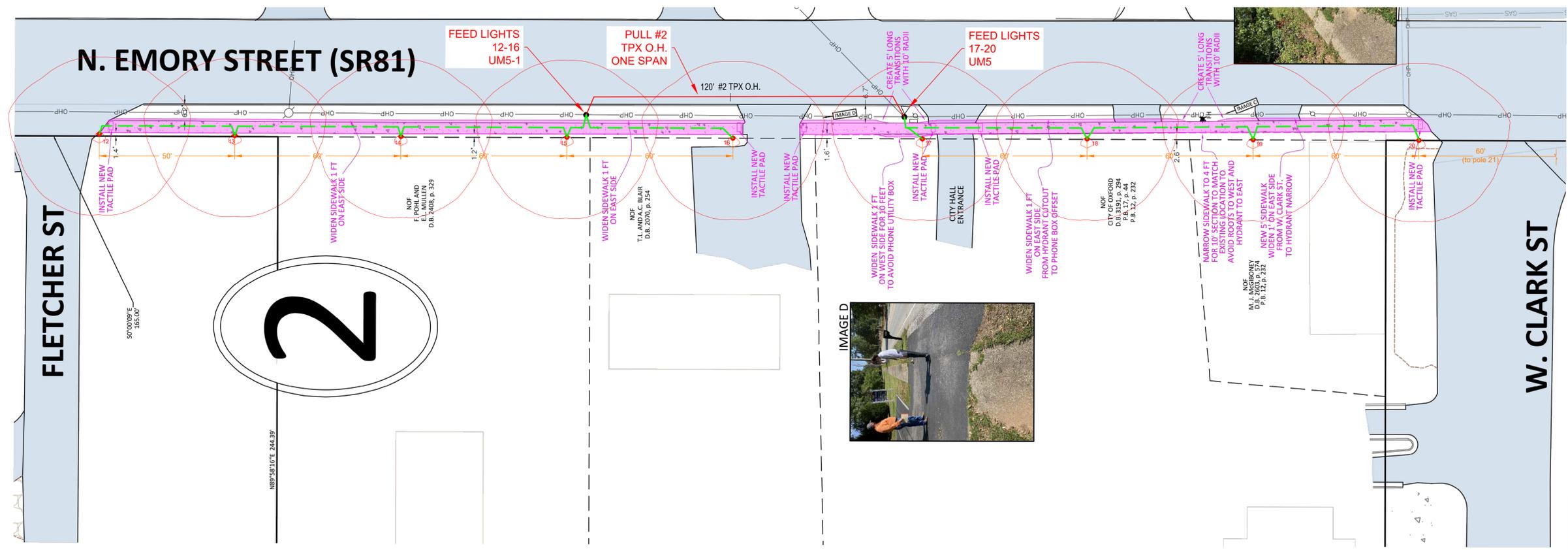


CITY OF OXFORD
 PROPOSED 5-FT CONCRETE SIDEWALK PLAN
 LIGHTING DESIGN PLAN (75 WATT FIXTURES)
 NORTH EMORY STREET - NEWTON COUNTY
 ELECTRICAL DISTRIBUTION SERVICES

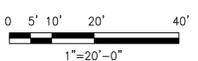
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|---------------------------|-----------------------|
| Engineer: G. Lee | Drafter: D. Koppes |
| Date: 10/15/20 | Scale: 1:20 |
| Drawing No.: 481902R10 | Sheet No.: 1 of 2 |



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| LEGEND | |
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| Drawing No.: 481902R10 | Sheet No.: 2 of 2 |



Memo

To: Mayor Eady and City Council Members
From: Marcia Brooks
Date: March 30, 2021
Re: Multifunction Copier in City Hall

Recently you were provided with quotes from our current vendor and two other vendors for replacement of the Multifunction Copier in City Hall. The quotes are as follows:

| 5-year or cash term | Konica Minolta | | Canon | | Sharp | |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Lease | Purchase | Lease | Purchase | Lease | Purchase |
| Cash Purchase Price | | \$ 9,180.00 | | \$ 8,026.00 | | \$ 5,248.00 |
| Lease (60 month) | \$ 10,500.00 | | \$ 9,969.00 | | \$ 6,167.40 | |
| Maintenance | \$ 8,550.00 | \$ 8,550.00 | \$ 7,088.80 | \$ 7,088.80 | \$ 6,783.00 | \$ 6,783.00 |
| B&W Copy Overage | \$ 525.00 | \$ 525.00 | | | | |
| Color Copy Overage | \$ 2,800.00 | \$ 2,800.00 | | | | |
| Total 5-year cost | \$ 22,375.00 | \$ 21,055.00 | \$ 17,057.80 | \$ 15,114.80 | \$ 12,950.40 | \$ 12,031.00 |

I also investigated the prospect of using the finishing device on the proposed copiers to fold and insert our utility bills. We are maintaining a separate machine right now to accomplish this task. All three vendors indicated that it is not possible to add inserting equipment to the models we are looking at that would efficiently handle the volume of utility bills we send out each month.

Continuing to use the current machine and maintenance contract with Konica Minolta will result in a 5-year total estimated cost of \$21,085.50 based on 2020 cost. Total cost for five years to **purchase** a new Konica Minolta is \$21,055.00. Total 5-year cost to **lease** a new Konica Minolta is \$22,375.00.

Total 5-year cost to **purchase** a Sharp is \$12,031.00, and total 5-year cost to **lease** a Sharp is \$12,950.40. The City of Oxford can reduce its costs over the next five years by at least 58% by obtaining the new Sharp equipment. Based on the quotes and on the reviews provided to you previously, I would like to recommend that the City of Oxford obtain the Sharp multifunction copier.

Your consideration is appreciated.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the ___ day of _____, 2021 by and between **THE CITY OF OXFORD, GEORGIA**, having its office at 110 West Clark Street Oxford, Georgia 30054-2274 (“LANDLORD”); and **EMORY UNIVERSITY**, with mailing address of 1599 Clifton Road, Atlanta, Georgia 30322 (“TENANT”);

WITNESSETH THAT, LANDLORD hereby leases to TENANT, and TENANT hereby rents from LANDLORD, those certain premises located at **810 Whatcoat Street, Oxford, Georgia 30054**, and that certain building with appropriate improvements (the “DEMISED PREMISES”) located thereon for a term of **three (3) years**, commencing as of **April 1, 2021 and ending March 31, 2024**, subject to the Termination Option provided for below, for commercial, retail and office space, and all other purposes permitted by governing laws, ordinances and regulations pursuant to the following schedule of occupancy:

UPON THE FOLLOWING TERMS AND PROVISIONS:

1. Rent. As to that building located at 810 Whatcoat Street, Oxford, Georgia 30054, TENANT shall pay to LANDLORD as rent for and during the term hereof the annual rental rate of **THIRTY ONE THOUSAND SEVEN HUNDRED TEN AND NO/100 dollars (\$31,710.00)**, payable in advance annually in one (1) payment, with the first payment due **April 1, 2021**, and an annual amount of **THIRTY THREE THOUSAND TWO HUNDRED NINETY FIVE AND 50/100 dollars (\$33,295.50)** due each anniversary thereafter.

2. Condition Precedent. As a condition to the effectiveness of this Lease Agreement, TENANT shall have the right to first inspect the DEMISED PREMISES and, in its sole discretion, to approve the same in writing for its use and occupation. LANDLORD shall make all reasonable changes, modifications or corrections to the DEMISED PREMISES requested by TENANT as a condition to such approval. LANDLORD hereby warrants that the DEMISED PREMISES are in good condition and said structure and improvements are in compliance with all building codes and fire department regulations.

3. Utility Charges. LANDLORD has installed all necessary conduits and provided all necessary hook-ups in the DEMISED PREMISES. LANDLORD shall have no further obligation

to furnish the DEMISED PREMISES with heat, light, power, water or any other utility TENANT may use or desire to use, same being the sole responsibility of TENANT. TENANT shall pay when due all rents and charges for water, sanitary sewer, drainage, fuel, electricity and other utilities it may use with respect to the DEMISED PREMISES and if TENANT fails to pay any such sum for a period of thirty (30) days after LANDLORD shall so notify TENANT in writing, LANDLORD'S sole remedy shall be to pay such of those utility charges which, if not paid, may become a lien on the DEMISED PREMISES, and add such amount to the rental payment next due hereunder from TENANT.

4. Insurance. TENANT shall maintain, for its own benefit and at its own expense, with respect to its occupancy of the DEMISED PREMISES, general liability insurance or proof of self-insurance against claims for bodily injury, death or property damage under and subject to the same limitations provided for in its then current blanket policy of insurance covering other premises owned or leased by TENANT or any of its divisions or subsidiaries. LANDLORD shall maintain, for its own benefit, with respect to the DEMISED PREMISES, insurance against loss or damage by fire, other extended coverage casualties, vandalism and malicious mischief, and general liability insurance in the amount of at least One Million (\$1,000,000.00) Dollars combined single limit coverage against claims for bodily injury, property damage, and death, and all such policies of insurance shall provide for at least ten (10) days prior written notice of cancellation or modification in coverage to TENANT. TENANT shall deliver certificates evidencing the insurance coverage provided for in this Section to the LANDLORD within fifteen (15) days of the date TENANT first takes possession of the DEMISED PREMISES.

5. Repairs, Maintenance and Alterations. TENANT shall, at its own expense, take good care of the DEMISED PREMISES and keep same in good order and condition and make all necessary repairs thereto, except for: (i) exterior walls, structural repairs, repairs to the roof, HVAC system, plumbing, or damage which is not occasioned by the negligence of TENANT'S employees, invitees or agents; (ii) repairs to damage resulting from defective materials and/or workmanship in the construction of the building and other improvements; (iii) repairs occasioned by damage due to the negligence of LANDLORD'S employees, invitees or agents; and (iv) repairs to damage resulting from casualty to or condemnation of the whole or any portion of the

DEMISED PREMISES as may be provided in Sections 6 or 7, all of which latter repairs shall be made by LANDLORD at its own expense. All such repairs shall be made in a good and workmanlike manner and in compliance with all governing laws, ordinances and regulations, promptly upon TENANT or LANDLORD giving written notice thereof to the party responsible therefore. In the event either LANDLORD or TENANT shall fail to make any repairs required of it, as aforesaid, the party giving such notice may make such repairs and the cost thereof shall be added to or offset against the rental payment or payments next due hereunder from TENANT.

TENANT shall maintain the DEMISED PREMISES in a clean and orderly condition, and shall keep the exterior portion thereof free of dirt, rubbish, snow, ice and other hazardous obstructions.

TENANT shall have the right, at its own expense, to make any alterations and additions to the DEMISED PREMISES, provided that TENANT shall first obtain LANDLORD'S written consent to any material alteration or addition to same, which consent shall not be unreasonably withheld. All such alterations and additions shall be made by TENANT in a good and workmanlike manner and shall comply with all governing laws, ordinances and regulations.

6. Fire and Other Casualty. If the DEMISED PREMISES or any part thereof is damaged or destroyed by fire or other casualty, TENANT shall promptly so notify LANDLORD. Unless this Lease Agreement is terminated as provided below, LANDLORD shall, at its own expense and in a manner consistent with its repair obligations under Section 5, repair the DEMISED PREMISES so as to reasonably restore same to substantially the same condition they were in prior to such casualty, and the rent and other charges due hereunder from TENANT shall be abated with respect to any portion of the DEMISED PREMISES rendered untenable for TENANT'S continued use of same in the manner utilized prior to such casualty until all such repairs by LANDLORD have been completed and TENANT has resumed its occupancy thereof. Anything contained in this Section or Section 1 or 2 to the contrary notwithstanding, if such casualty results in damage or destruction to the whole of the DEMISED PREMISES or such portion thereof as shall make the DEMISED PREMISE untenable for TENANT'S continued use of same in the manner utilized prior to such taking, then either TENANT or LANDLORD may, within thirty (30) days of the date thereof, terminate this Lease Agreement by giving the other written notice thereof, and TENANT shall surrender the DEMISED PREMISES to

LANDLORD within thirty (30) days of the date of such notice in a manner consistent with the terms and provisions of Section 14, all rents and other charges payable by TENANT hereunder to be adjusted to, and payable by TENANT upon, the date of such surrender.

7. Condemnation. If the whole of the DEMISED PREMISES shall be taken by the exercise of condemnation or eminent domain, or such portion thereof as shall make the DEMISED PREMISES untenable for TENANT'S continued use of same in the manner utilized prior to such taking, this Lease Agreement shall terminate as of the date of such taking or when the condemning authority shall enter into actual possession of the premises to be taken, if title thereto is not conveyed to such authority prior to such time. All rents and other charges payable by TENANT hereunder are to be adjusted to such date of termination. If such portion of the DEMISED PREMISES is taken so as not to terminate this Lease Agreement, as aforesaid, the LANDLORD shall, at its own expense and in a manner consistent with its repair obligations under Section 5, repair the DEMISED PREMISES so as to reasonably restore same to substantially the same condition they were in prior to such taking, and the rent and other charges due hereunder from TENANT shall be abated with respect to any portion of the DEMISED PREMISES rendered untenable for TENANT'S continued use of same in the manner utilized prior to such taking or during the period of such repair.

8. Indemnification. TENANT and LANDLORD shall indemnify and hold each other harmless from and against any damage, liability, claim or suit for injury, loss or damage to any person or property upon the DEMISED PREMISES occasioned by the negligence of its respective employees, agents or invitees. With respect to any such claim or suit, TENANT and LANDLORD shall promptly give the other written notice thereof in writing and, if requested, the indemnifying party shall also defend same, using counsel of its own selection, and shall keep the other reasonably informed as to the status of such defense.

9. Inspection. LANDLORD and its employees, agents or invitees shall have the right, upon reasonable notice to TENANT and upon their execution of such confidentiality agreements concerning TENANT'S business operations as TENANT shall request, to enter upon the DEMISED PREMISES during TENANT'S regular business hours for the purpose of inspecting

same or making the repairs provided for in Sections 5, 6, and 7 and, within the ninety (90) day period immediately preceding the expiration of the terms hereof, to show same to prospective tenants or purchasers thereof. Nothing contained in this Section shall restrict LANDLORD, or its employees, agents or invitees, to reasonably enter the DEMISED PREMISES without notice or other limitation in the event of emergency.

10. Assignment and Subletting. TENANT shall not assign this Lease Agreement nor sublet the DEMISED PREMISES to any person or entity other than any of its divisions or subsidiaries, except upon LANDLORD'S prior written consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned.

11. Quiet Enjoyment. LANDLORD agrees that upon the payment of the rent due hereunder from TENANT and upon TENANT'S observing and performing the other terms and provisions of this Lease Agreement on its part to be observed and performed, TENANT shall and may peaceably and quietly have, hold and enjoy the DEMISED PREMISED and all rights, privileges and options of TENANT under this Lease Agreement during the term hereof.

12. Warranties of LANDLORD. LANDLORD warrants and represents that: (i) they are the sole owner of the DEMISED PREMISES and have the right and authority to enter into, execute and deliver this Lease Agreement; (ii) all governing laws, ordinances and regulations permit the occupancy by TENANT of the building and improvements located at 810 Whatcoat Street, Oxford, Georgia 30054, and the use and occupation of the DEMISED PREMISES by TENANT as provided herein; (iii) they know of no impending change of law, ordinance or regulation that would affect their warranty and representation set forth in (ii), above; and (iv) the building is in compliance with all applicable building and zoning codes and ordinances and LANDLORD knows of no code violations; further, LANDLORD affirms that upon notice of any code violations regarding the structure, as opposed to the occupancy, LANDLORD will insure the prompt correction and remedy of such violation.

13. Default. If TENANT: (i) fails to pay any rent due hereunder from it and does not pay same within ten (10) days of LANDLORD'S written notice thereof; (ii) defaults in the

observance or performance of any other term or provision of this Lease Agreement on its part to be observed and performed and fails to cure such default within thirty (30) days of LANDLORD'S written notice thereof, or if such cure reasonably requires more than thirty (30) days to effect and TENANT does not commence such cure within such thirty (30) day period or thereafter diligently prosecute same; or (iii) files a voluntary petition in bankruptcy, or files any petition or answer seeking any reorganization, arrangement, compensation, readjustment, liquidation, dissolution or similar relief, or seeks or consents to the appointment of any trustee, receiver or liquidator for the whole or a substantial portion of its property, or any proceeding seeking such relief is filed against TENANT and same has not been dismissed within ninety (90) days thereof, then, in any such event, LANDLORD may, at any time thereafter, terminate this Lease Agreement by giving TENANT thirty (30) days prior written notice thereof, specifying the reason therefore, and TENANT shall surrender the DEMISED PREMISES to LANDLORD within such thirty (30) day period in a manner consistent with the terms and provisions of Section 14.

From and after the termination of this Lease Agreement as provided in this Section, LANDLORD shall use its reasonable efforts to re-let the DEMISED PREMISES or any part thereof. Upon such termination, and whether or not the DEMISED PREMISES are re-let as aforesaid, TENANT shall pay to LANDLORD the rent due hereunder from TENANT up to the date of expiration of any notice period provided herein pursuant to such termination, all other charges payable by TENANT hereunder to be adjusted to, and payable by TENANT upon, such date, and, thereafter, TENANT shall pay to LANDLORD, on the first day of each month during what would have been the unexpired term of this Lease Agreement but for such termination: (i) the rent that would have otherwise been due hereunder from TENANT; less (ii) the net proceeds of any re-letting of the DEMISED PREMISES by LANDLORD, after deducting therefrom LANDLORD'S reasonable costs of re-letting, and LANDLORD agrees to same as his full liquidated damages hereunder respecting any such default.

14. Surrender. Upon the expiration of the term of this Lease Agreement or any renewal term provided in Section 17, or upon the expiration of any notice period provided herein pursuant to the termination hereof or TENANT'S non-approval of the DEMISED PREMISES under Section 3, TENANT shall quietly and peaceably surrender the DEMISED PREMISES to LANDLORD, and LANDLORD may, without further notice, at any time thereafter, enter upon

and re-enter the DEMISED PREMISES and possess and repossess same, by summary proceedings, ejectment or otherwise, dispossess TENANT and remove TENANT and any and all other persons from the DEMISED PREMISES, and may have, hold and enjoy the DEMISED PREMISES and the right to receive all rental income of and from same. The DEMISED PREMISES shall be surrendered by TENANT to LANDLORD, as aforesaid, free of subtenancies and assignments, broom clean and, subject to the terms and provisions of Sections 5, 6 and 7, in good condition, ordinary wear and tear excepted. Any alterations and additions made by TENANT to the DEMISED PREMISES as provided in Section 5, and all TENANT'S equipment, fixtures, goods or other property on the DEMISED PREMISES shall be deemed the property of TENANT and LANDLORD agrees to execute any instrument which TENANT may request in furtherance of its rights therein. If any such property is not removed by TENANT upon its surrender of the DEMISED PREMISES to LANDLORD, as aforesaid, same shall be deemed abandoned, and LANDLORD shall have the right as its sole remedy to sell or otherwise dispose of same, but if LANDLORD so sells any of such property, the net proceeds shall be deemed the sole property of LANDLORD, without participation therein by TENANT.

15. Waivers; Remedies. No failure by TENANT or LANDLORD to insist upon the strict observation and performance of any term of provision of this Lease Agreement, or to exercise any right or remedy upon default thereof, shall constitute a waiver of any such term, provision or default. Except as may be provided in Sections 13 and 14 limiting LANDLORD'S remedies hereunder, each right and remedy of TENANT and LANDLORD provided herein shall be cumulative and in addition to every other right and remedy of TENANT and LANDLORD provided in this Lease Agreement or as may exist at law or in equity and shall not preclude the simultaneous or later exercise by TENANT or LANDLORD of any and all other rights and remedies provided for herein or at law or in equity.

16. Early Termination. Should LANDLORD choose to develop DEMISED PREMISES as part of Downtown revitalization, or otherwise, LANDLORD shall have the right to cancel this lease, and all renewals, by informing TENANT no later than ninety (90) days from the date of early termination. TENANT shall only be liable for the prorated amount of rent for that year in which this lease is terminated early.

17. Renewal. This lease shall automatically renew for an additional three (3) years at the current annual rate, **plus the cumulative total of the US Consumer Price Index for the three years of this term (CPI-W, not Seasonally adjusted; 2021-2024), as published by the United States government**, with all other provisions to remain the same. Should either TENANT or LANDLORD not desire for this lease to renew, they shall inform the other of their intention not to renew no later than sixty (60) days from the date of renewal.

18. Holdover. If TENANT hold over beyond the expiration of the terms of this Lease Agreement or holds over beyond the expiration of any notice period provided herein pursuant to the termination hereof of TENANT'S non-approval of the DEMISED PREMISES Under Section 3, then, in addition to any rights provided LANDLORD with respect to TENANT'S failure to surrender the DEMISED PREMISES as provided in Section 15, LANDLORD shall have the right, exercisable in writing given to TENANT within ten (10) days of the commencement of such holdover, to treat such holdover as a tenancy at will or as establishing a month-to-month tenancy upon the rates and other terms and provisions set forth herein other than those relating to the length of the initial term, any renewal term hereof, and rental rate.

19. Hazardous Substances. (a) TENANT hereby covenants that should TENANT cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, located or disposed of in, on or at the DEMISED PREMISES or any part thereof, TENANT shall place, hold, locate and dispose of said "hazardous substances" in such a manner as to comply with all applicable local, state and/or federal laws, regulations and/or other requirements to ensure safe handling, storage and use. The parties agree that TENANT shall maintain, keep and return the DEMISED PREMISES for and to the LANDLORD in the original condition. Said original condition being free of said "hazardous substances."

(b) TENANT hereby agrees to indemnify LANDLORD and hold LANDLORD harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs and any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, LANDLORD by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission,

discharging or release from, the DEMISED PREMISES of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance), provided, however, that the foregoing indemnity is limited to matters arising solely from TENANT'S violation of the covenant contained in subsection (a) above.

(c) For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designed by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, or substance or material, as now or at any time hereafter in effect.

(d) LANDLORD shall have the right but not the obligation, and without limitation of LANDLORD'S rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the DEMISED PREMISES or any part thereof which, if true, could result in an order suit or other action against TENANT or LANDLORD or both. All reasonable costs and expenses incurred by LANDLORD in the exercise of any such rights, which costs and expenses result from TENANT'S violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by TENANT upon demand.

(e) This Section shall survive cancellation, termination or expiration of this Lease.

20. Broker. TENANT and LANDLORD represent to each other that they have dealt with no broker, finder or commissioned sales person or entity respecting this Lease Agreement or the DEMISED PREMISES hereunder, and that they shall respectively indemnify and hold the other harmless from and against any damage, liability, claim or suit for injury, loss or damage occasioned by its respective misrepresentation of this representation. With respect to any such claim or suit, TENANT and LANDLORD shall promptly notify the other thereof in writing and, if requested, the indemnifying party shall also defend same, using counsel of its own selection, and shall keep the other reasonably informed as to the status of such defense.

21. Survival. All representations and indemnifications made in this Lease Agreement by TENANT or LANDLORD, and all the terms and provision hereof intended to be observed and performed by either of them after the expiration of the term hereof, or after the expiration of any notice period provided herein pursuant to the termination hereof or TENANT'S non-approval of the DEMISED PREMISES under Section 3, shall survive such expiration or termination.

22. Notices. All notices required or permitted to be given under this Lease Agreement shall be deemed effective and served when delivered in person or sent by certified or registered mail, postage and certification prepaid, to TENANT at its address first above written and to LANDLORD at its address first above written, along with a copy to Oxford College, Seney Hall, 110 Few Circle, 4th Floor, Oxford, Georgia 30054.

23. Force Majeure. TENANT'S or LANDLORD'S failure to observe and perform any of the terms and provisions of this Lease Agreement on its respective part to be observed and performed shall be excused in the event, to the extent and only during the period that same arises from or is incident to unforeseen caused beyond the excused party's control not resulting from its fault or negligence, including, but not limited to, acts of a public enemy, government or God.

24. Successors, Assigns, Etc. This Agreement shall be binding upon and enure to the benefit of TENANT and its successors and assigns, and LANDLORD and its legal representatives, successors and assigns.

25. Invalidity. The invalidity of enforceability of any term or provision of the Lease Agreement shall not affect the other terms and provisions, and same shall be construed in all respects as if such invalid or unenforceable term or provision was omitted herefrom.

26. Controlling Law. This Lease Agreement shall be construed and enforced under and governed by the internal laws of the State of Georgia.

27. Sole Agreement. This Lease Agreement constitutes the entire agreement between TENANT and LANDLORD respecting the subject matter hereof, and same may not be changed or modified except by an agreement in writing between them which shall state that it is an amendment hereto.

28. Captions. All Section captions in this Lease Agreement have been included solely as a matter of convenience and reference, and shall not be deemed to define, limit or otherwise affect the terms and provisions of such Section or this Lease Agreement.

29. **To the extent applicable, this government contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.**

[Signatures on Next Page]

LANDLORD: THE CITY OF OXFORD, GEORGIA

Sworn to and subscribed before me
This ____ day of _____, 2021.

BY: _____
David S. Eady, Mayor

Notary Public

ATTEST: _____
Marcia Brooks, City Clerk

WITNESS: _____

TENANT: EMORY UNIVERSITY

Sworn to and subscribed before me
This ____ day of _____, 2021.

BY: _____
_____, its _____

BY: _____

Notary Public

ATTEST: _____
_____, its _____

WITNESS: _____

Prepared by:
C. David Strickland, Esq.
Oxford City Attorney

Strickland & Strickland, LLP
Attorneys at Law
PO Box 70
Covington, GA 30015-0070
(770) 786-5460
(770) 786-5499 (fax)

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

| VENDOR | DESCRIPTION | AMOUNT |
|--|---|-----------|
| RECURRING CHARGES | | |
| City of Oxford | Utility Charges – February-March 2021 | 1,643.88 |
| City of Oxford | Utility Charges – January-February 2021 | 1,952.23 |
| Newton County Board of Commissioners | Water Purchase February 2021; Invoice #2810 | 11,860.00 |
| Newton County Water & Sewerage Authority | Sewer Treatment Fees, 1/28/2021 – 2/25/2021 | 6,164.17 |
| Georgia Municipal Association | GMEBS Life and Health Insurance Billing for April 2021; Invoice #309581 | 12,871.50 |
| Georgia Municipal Association | GMEBS Life and Health Insurance Billing for March 2021; Invoice #308630 | 12,006.04 |
| Georgia Municipal Association | GMEBS Retirement Trust Fund Employer Contributions March 2021 | 5,681.33 |
| Georgia Environmental Finance Authority (GEFA) | Monthly Payment on Loan 2016L06WQ March 2021 | 4,556.05 |
| Southeastern Power Administration (SPA) | SEPA Energy Cost (February 2021) Inv. #B-21-1185 | 2,913.06 |
| Municipal Electric Authority of Georgia (MEAG) | Monthly Electric Purchases for February 2021 | 84,841.72 |
| Electric Cities of Georgia | Consulting and planning services for March 2021 | 4,938.00 |
| Northeast Georgia Regional Commission | 2020 CDBG application | 2,000.00 |
| IRS | Federal Payroll Taxes, February-March 2021 | 14,491.45 |
| Latham Home Sanitation | Commercial Waste Removal Services February 2021 | 7,361.18 |
| VC3 (formerly Sophicity) | March charges for software and hardware support; invoice #59309 | 2,057.31 |

| VENDOR | DESCRIPTION | AMOUNT |
|------------------------------------|---|----------|
| PURCHASES/CONTRACT LABOR | | |
| McNair McLemore Middlebrooks & Co. | February 2021 professional financial services, invoice #90725 | 2,918.00 |
| Treadwell, Tamplin & Co. | Interim billing for audit services FY 2020, invoice #181404 | 9,000.00 |
| Steven A. Hathorn, P.C. | Municipal Judge services, Jan-Mar 2021 | 1,250.00 |
| Pi-Jon, Inc. | Gasoline – city vehicles and equipment – P.O. #13887 | 2,085.25 |
| Designed Installations | Asphalt repairs, corner of E. Soule Street and Mitchell Street and a 8' x 40' section of Collingsworth Street | 5,625.00 |
| E.F. (Tres) Thomas | 2020 Annual Stormwater Report | 3,500.00 |
| Hartland Farms | Trees for Asbury Street Park and ROW, Invoice #75968 | 1,260.00 |
| Sensus USA, Inc. | Two water meters | 2,458.00 |