



**MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, AUGUST 21, 2023 – 6:30 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

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

**ELECTED OFFICIALS NOT PRESENT:**

Jeff Wearing – Councilmember

**OTHERS PRESENT:** Mike Hopkins (NCWSA), Mike Jewell (Covington Natural Gas), Mike McQuaide

**Agenda (Attachment A)**

**1. Mayor's Announcements**

**2. Committee Reports**

- a. **Trees, Parks, and Recreation Board** – Mike Ready and Laura McCanless provided the report. They discussed a grant to apply for that provides trees to cities. Mayor Eady reiterated his previous request for a recommendation of a strategic tree management plan from the Board that the City Council will approve.
- b. **Planning Commission** – Recommendations of the Planning Commission for ordinance revisions are included on the agenda.
- c. **Downtown Development Authority (DDA)** – Mike Ready provided the report.
- d. **Sustainability Committee** – Mike McQuaide provided the report.

**3. Review of the City of Covington Natural Gas Easement Request (Attachment B)**  
Mike Jewell, Director of City of Covington Natural Gas spoke of the need for an extension of their easement from the City of Oxford to extend their gas line to Keegan Court in the industrial park area of Covington. The current easement is located near

Oxford College and runs across I-20. They wish to install a 4" steel pipeline across property within the City of Oxford to extend the line. They are flexible regarding the exact placement of the pipeline to accommodate plans for bike/ped paths.

Extension of the pipeline will provide the ability to back feed natural gas to industrial customers in the area that currently have no fallback supply of natural gas if the existing pipeline is damaged. They plan to tunnel under the creek, and they do not anticipate a significant loss of trees. Their policy is to plant a new tree for every tree lost. They plan to use an old roadbed for part of the pipeline, which does not have trees in it. They do not have a specific time frame and are willing to work with the City on any tree counts or other studies needed.

4. **Partnership with Newton County Water and Sewerage Authority (NCWSA) for Sanitary Sewer Flow Study on the Turkey Creek Basin** (Attachment C)

Mike Hopkins, Executive Director of NCWSA, spoke to the City Council of the need for a flow study on the Turkey Creek basin. They are planning to upgrade the sewer line that supplies the City of Oxford. They are requesting that the City share about 20-25% of the \$84,200 cost of the study proposed by Carter & Sloope. The purpose of the study is to get realistic flow data because capacity estimates are based on outdated data. The agreements with their various customers have also expired, and the expired agreement with the City of Oxford does not specify a capacity amount.

Mayor Eady spoke of the need to have an accurate understanding of the City's capacity needs given recent inquiries about development in the City's service areas.

Mr. Hopkins wants to conduct the study this winter and anticipates putting replacement of the line out for bids late next year.

The City Council will vote on sharing in the cost of the study at the September regular session. Mayor Eady believes that contributing 25% of the cost is fair. Mr. Hopkins advised he would work with the City on a MOA regarding the cost-sharing arrangements.

5. **BS&A Software Change Order** (Attachment D)

The contract with BS&A did not include their Work Order module. The included modules address work orders for utility accounts and importing current data into the new system. The change order is to add the work order module.

Laura McCanless expressed concerns about acceptance of the work order module by the Maintenance staff. She does not want to spend money on something that will not be used. George Holt agreed with Ms. McCanless' assessment. Ms. McCanless also asked if Jody Reid is being included in the discussions.

Marcia Brooks stated that the City does plan to include Mr. Reid in training. She also pointed out that they will need to learn the system for utility work orders whether or not the additional module is purchased.

Mayor Eady stated that a budget amendment will be needed if the additional module is purchased. The City Council discussed options for equipment and processes related to work orders.

Jim Windham asked if the module would be available for the same price at a later date. He is concerned about making decisions about how the process will work without Mr. Reid seeing the module.

6. **New Audit Proposals from Mauldin & Jenkins and Rushton & Co.** (Attachment E)  
Mayor Eady stated that the City's current auditor, Mauldin & Jenkins, has doubled their price in a new contract proposal. Bill Andrew advised that he contacted the other two firms that provided bids when the City let its RFP in 2021. Bates Carter advised they could not fit the City into its schedule this year. Rushton & Co. LLC advised they would be able to start an audit for FY 2023 around mid-October. They cannot guarantee it will be completed by December 31, 2023. Although this is a requirement under State law, an extension can be requested from the Georgia Department of Audits and Accounts.

The City Councilmembers were in favor of accepting Rushton's bid, which is less than Mauldin & Jenkins. This decision will be ratified at the September regular session meeting.

7. **2024 Supplemental and Reserve Capacity Needs for Electric Utility** (Attachment F)  
The City of Oxford falls short of its capacity needs each year. MEAG has calculated how much additional capacity the City of Oxford needs to purchase for supplemental and reserve capacity for FY 2024. They have the ability to negotiate purchase of this additional capacity on behalf of the City. The decision to be made is whether the City wants MEAG to negotiate these purchases on behalf of the City. Mayor Eady noted that in future years as the two solar projects come online, they should help reduce the amount of shortfall the City experiences each year. The vote to allow MEAG to broker the 2024 purchases will be taken at the September regular session meeting.
8. **City of Oxford Media Productions Regulation**  
Laura McCanless brought up that the draft document contains several typographical errors that need to be addressed before the draft is finalized.
9. **City of Oxford Short-Term Rental Regulation**  
Erik Oliver asked for clarifications on the time limitations in the proposed regulation. He also questioned the requirement for insurance by renters. Specifically, he stated that companies such as Airbnb already offer insurance. Jim Windham asked if housing swaps would be included in this regulation.
10. **City of Oxford Riparian Buffer Amendment**  
Laura McCanless stated that the revised version she sent out is what needs to be reviewed. It is only changing the amount of buffer in an existing ordinance. Erik Oliver asked how this ordinance would impact his property.

Mayor Eady stated that the intention is not to penalize current landowners as much as to stop future degradation of areas.

Bill Andrew stated that a definitive map to accompany the ordinance is not needed. A developer would be responsible for proving the existence or non-existence of a creek.

Mike McQuaide stated that he was looking for a definitive map to show that nonconforming property owners, such as Mr. Oliver, met the original 25-foot requirements.

Mr. Oliver cautioned against being so specific that landscaping and building ponds would not be allowed.

## **11. Other Business**

- Bill Andrew provided information on a situation regarding overbilling for Electric service at Oxford College. Oxford College has agreed to allow the City of Oxford to pay the money back in two payments. The first payment can be made from the Electric fund in FY 2024, and a budget amendment will be needed.
- Erik Oliver asked who is responsible for transferring the gas bill for Oxford Church to the City. Mayor Eady advised him to coordinate with Mr. Andrew.
- Marcia Brooks stated that she will be bringing budget amendments to the City Council because of several projection changes in the Electric fund.
- Erik Oliver stated that he would like to see sign clutter and blighted properties addressed. He would like to discuss lists of fixes to be addressed in each work session by staff.
- Laura McCanless stated that she was advised that Oxford College over-enrolled again, and they expect that practice to continue in the future.
- Laura McCanless asked about the frequency of mowing the utility cut along the Oxford side of Dried Indian Creek. She does not believe it has been mowed for quite a long time. Mayor Eady stated that it has gotten too tall to mow without the new equipment the City plans to buy.
- Jim Windham thanked Bill Andrew for sending out the video concerning non-taxable properties in Newton County. The City Councilmembers discussed how Oxford College could be held accountable for properties that should be taxed. Bill Andrew advised that one way to deal with this issue is to negotiate a Payment-in-Lieu-of-Taxes agreement with Oxford College.

## **12. Work Session Meeting Review**

**13. Executive Session**

No Executive Session was held.

**14. Adjourn**

The meeting was adjourned by Mayor Eady at 8:55 p.m.

Respectfully Submitted,

Marcia Brooks



City Clerk/Treasurer

**Oxford Mayor and Council  
Work Session  
Monday, August 21, 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.
3. **\*Review of the City of Covington Natural Gas Easement Request with Mike Jewell, City of Covington Natural Gas Director**
4. **\*Partnership with Newton County Water and Sewerage Authority (NCWSA) for Sanitary Sewer Flow Study on the Turkey Creek Basin, Mike Hopkins NCWSA Executive Director**
5. **\*BS&A Software Change Order to Add a Work Order Module**
6. **\*New Audit Proposals from Mauldin & Jenkins and Rushton & Company**
7. **\*2024 Supplemental and Reserve Capacity Needs for Electric Utility**
8. **\*City of Oxford Media Productions Regulation, Recommended by the Planning Commission –** The City does not currently regulate this activity.
9. **\*City of Oxford Short-Term Rental Regulation, Recommended by the Planning Commission –** The City does not currently regulate this use.
10. **\*City of Oxford Riparian Buffer Amendment, Recommended by the Planning Commission –** The City currently enforces the 25-foot State minimum, this calls for an increase to 100-feet.
11. **Other Business**
12. **Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.
13. **Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

\*Attachments



# Proposed Easement Alignment from Covington Gas



Typically, a utility line alignment would adhere to the property line to preserve the largest developable footprint. But since the City of Oxford owns all these properties (see next slide), a different alignment would be appropriate.

Oxford is proposing the gas easement align with a future bike/pedestrian trail corridor, as we contemplate a 10' to 12' wide trail heading east from E. Bonnell St. towards the cul-de-sac on Keegan Ct.

If we were able to combine these two facilities (gas and trail easement) this would help with access to the gas line and minimize the clearing needed for both.



[illegible]

# Proposed Easement Alignment from Covington Gas

Covington is requesting a 20-foot temporary construction easement and a 10-foot permanent easement. It would appear we could work together to combine these two corridor needs to minimize the impact of the crossing.

The aerial map displays a proposed gas main alignment (yellow line) and an existing main alignment (red line). The proposed main starts near the 'Bonnell' label, runs horizontally, then turns vertically, and finally curves around a residential area labeled 'Keegan Ct.'. The existing main is shown as a red line running horizontally across the bottom left. The map also shows several property lots labeled with red text: 'C061A 008', 'C061A 009', 'C061A 010', 'C061A 013', and 'C061A 012'. A label 'Oxford Farm Property' is also present. The alignment is shown crossing a road labeled 'Aa on' and a residential area labeled 'Bob Williams'. A red arrow points to the 'EXISTING MAIN' label, and a yellow arrow points to the 'PROPOSED MAIN' label.





## EASEMENT

**NEWTON COUNTY  
STATE OF GEORGIA**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_ 2023, between the **CITY OF OXFORD**, a Georgia municipal corporation, hereinafter referred to as party of the first part, and the **CITY OF COVINGTON, GEORGIA**, a Georgia municipal corporation, hereinafter referred to as the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, certain easements for the purpose of locating, constructing, maintaining, repairing, replacing and relocating within same, a four (4") inch natural gas line and appurtenances within those permanent easement areas being further described hereinafter. The party of the second part shall have access to said easements for the purposes previously stated.

The said easement being more particularly defined as a portion of that property being described by the **Short Parcel Number of C061A 010** of Newton County, Georgia, more particularly described at Exhibit "A". Said permanent easement being ten (10') feet in width, with the northern boundary of such easement being the northern boundary of the property described at Exhibit "A" and running adjacent to such northern boundary line for its entire length; together with a temporary construction easement twenty (20') feet in width, overlaying the permanent easement and continuing ten (10') feet south of the permanent easement hereinabove conveyed; such temporary easement to terminate and be of no force and effect twelve (12) months following the date on which party of the second part commences construction activity therein.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the permanent easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and/or assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed, and delivered this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

**CITY OF OXFORD**

in the presence of:

\_\_\_\_\_  
BY: David S. Eady  
AS ITS: Mayor

\_\_\_\_\_  
Unofficial Witness

Attest: \_\_\_\_\_  
City Clerk

CITY SEAL

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

# EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 271 of the 9<sup>th</sup> Land District, Newton County, Georgia, and being Lot 10 per plat of survey for John Little Subdivision, prepared by Patrick and Associates, Inc., Louie D. Patrick, GA RLS No. 1757, dated 09/24/07, recorded 10/23/07 at Plat Book 47, Pages 217 – 220, Newton County, Georgia records.





June 14, 2023

Mrs. Laurie Ashmore  
Newton County Water & Sewerage Authority  
11325 Brown Bridge Road  
Covington, Georgia 30016

RE: Proposal for Engineering Services for  
Sanitary Sewer Flow Study – Turkey Creek Interceptor  
C&S File No.: N2075.041

Dear Mrs. Ashmore:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the Newton County Water & Sewerage Authority (Client or Owner) for the Sanitary Sewer Flow Study for the Turkey Creek Interceptor. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel. The Work will be performed as a Task Order amendment to our Agreement for General Consulting Services dated January 3, 2019.

**Scope of Work (Basic Services)**

The Turkey Creek Interceptor begins just north of Yellow River and travels approximately due north following Turkey Creek. This interceptor, originally constructed in the early 1970s, collects wastewater from the Cities of Oxford and Covington, along with Oxford College of Emory University. Each of these three entities has purchased capacity in the Yellow River Water Reclamation Facility (YRWRF). The Owner desires to measure the current discharges from each of the three entities in an effort to quantify the portion of their current capacity that is being utilized.

**Task 1 and 4 – Flow Monitoring and Reporting**

Carter & Sloope, Inc. will partner with ADS Environmental Services to conduct temporary flow monitoring to collect flow data at various points along the Turkey Creek Interceptor. We are proposing the deployment of seven (7) Triton flow monitors and one (1) Rain Alert III rain gauge at approximately the locations show in the attached figure for a period of sixty (60) calendar days ("monitoring period"). We anticipate being able to adequately collect the data needed with two (2) months of monitoring but, in the event additional data is necessary, we will continue monitoring on a per-week basis only if approved in writing by the Owner.

A typical flow monitor will include sensors that will be mounted in the pipe and a monitor hung near the manhole cover; the sensors will measure flow velocity, ultrasonic depth and a pressure depth sensor will also be used to provide redundancy and surcharge height levels should they occur. Readings will be collected at 15-minute intervals. The accuracy of each monitor will be confirmed at deployment by field crews by comparing the monitor readouts with the flows measured by the field crew with a manual depth measuring device and an instantaneous velocity meter.

C&S will provide full mobilization/demobilization, installation, equipment, monitoring, full service and maintenance and data for the flow monitors and rain gauge. We will work with the Client to identify and finalize the locations of the flow monitoring and rain gauge installations. During field investigation, prior to deployment, we will check for debris that could impact data quality and notify the Owner of any required cleaning efforts. Required cleaning efforts are not included in our scope of services. Once the monitors have been installed and verified to be in working order, C&S will monitor the flow and rainfall for the monitoring period. Field Crews will be deployed as necessary to perform maintenance and site confirmations to maximize data uptime and accuracy. At the end of the monitoring period, or once adequate data has been collected, we will begin removal of the flow monitors.

We recommend deployment of the monitoring equipment in late December to allow data collection through February. This deployment range is recommended as an ideal time due to the following factors:

- Christmas break – Provides data when Oxford College is at low capacity.
- Typical Rainy Season – Allows measurement of peak flows and inflow and infiltration.
- January & February – Oxford College is open and flow should be reflective of a typical school day.

To complete the monitoring, we are requesting assistance from the Owner with the following:

1. Provide a map of the sanitary sewer collection system and connections with manholes and pipe sizes identified.
2. Provide assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein.
3. Assist C&S in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
4. Have the monitoring sites cleaned to minimize hydraulic deficiencies.
5. Provide any available information concerning bypasses, overflows, base flows, critical surcharge areas and maintenance habits as needed.

## **Task 2 – Project Management**

C&S will provide general project oversight and coordination between the Owner and ADS Environmental Services. As part of scope, we will hold a kick-off meeting with the Owner to finalize the project scope, discuss the proposed monitor locations, establish lines of communication, set milestones and confirm the project schedule. We will also review specific properties and confirm how they are connected to the collection system. In some cases, it may be necessary to assume contributory flows from specific properties; for those instances we will submit a data request for water billing information (these may be City of Oxford and/or Covington customers) and utilize that when designating flow to each entity.

Once the sanitary sewer collection system map is received, C&S will identify preferred manholes and alternate manholes for deployment of the monitoring equipment at each of the seven (7) monitoring sites. We will provide a representative to be onsite during the investigation and installation phases of deployment and approve changes in the location of the flow monitors. If needed, we will communicate to the Owner areas that require cleaning prior to installation of the monitoring equipment.

During monitoring we will review the data once per week for quality control and, assuming sufficient data has been collected, we will notify the Owner when the monitoring equipment will be removed from the field. If additional monitoring is necessary, we will notify the Owner that extended flow monitoring is required and request written approval to continuing the monitoring effort.

### **Task 3 – Technical Memorandum**

C&S will document the findings from the flow monitoring and provide a summary of the average and peak day sanitary sewer flows for the Cities of Oxford and Covington and from Oxford College into the Turkey Creek Outfall. The tech memo will provide a recommendation on available remaining capacity and a recommendation of areas to investigate that are contributing inflow and infiltration. All supporting data, including monitoring results, videos, photographs, charts, etc., will be included.

### **Compensation**

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. Task 2 will be completed on a per-week basis as authorized by the Owner for additional monitoring. No fee amount may be exceeded without prior written approval from the Client.

<b><u>Task No.</u></b>	<b><u>Description</u></b>	<b><u>Fee Basis</u></b>
1	Flow Monitoring and Reporting	Total Lump Sum \$ <u>59,200</u>
2	Project Management	Hourly, not-to-exceed \$ <u>16,700</u>
3	Technical Memorandum	Total Lump Sum \$ <u>8,300</u>
		<b><i>Total of Items 1 - 3 Inclusive: \$ <u>84,200</u></i></b>
4	Extended Flow Monitoring (\$3,500/week)	Unit price, not-to-exceed \$ <u>14,000</u>

### **Additional Services**

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

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other Project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, Project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for

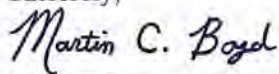


June 14, 2023

- deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
  - g. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
  - h. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  - i. Geotechnical engineering and materials testing.
  - j. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services;
  - k. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
  - l. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
  - m. Engineering design or construction contract administration services.
  - n. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
  - o. Cleaning sewer pipes, inverts, manholes, etc. as needed for installation of monitoring equipment and accurate data collection.

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

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

Client Acceptance, Initial as desired:

\_\_\_\_\_ Flow Monitoring and Report, Task 1

\_\_\_\_\_ Project Management, Task 2

\_\_\_\_\_ Technical Memorandum, Task 3

\_\_\_\_\_ Extended Flow Monitoring, Task 4

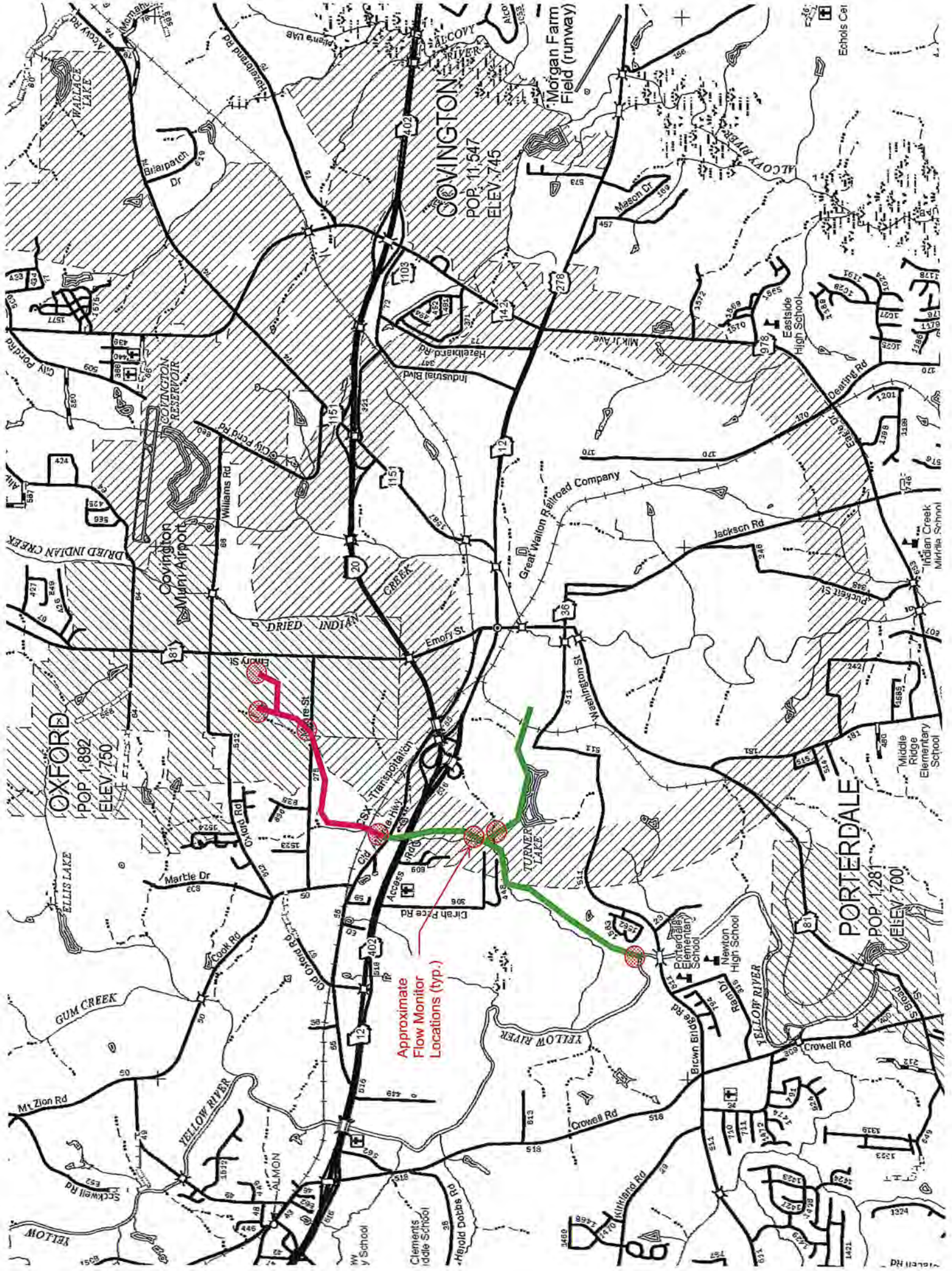
I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as desired above and defined in this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title







**Proposal for:**  
**City of Oxford, Newton County GA**

**April 26, 2022**

**Quoted by: Kevin Schafer**

**Software and Services for BS&A Cloud**



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

### Cloud Modules

#### Financial Management

General Ledger	\$1,125
Accounts Payable	\$945
Cash Receipting	\$945
Accounts Receivables	\$945
Purchase Order	\$945
Utility Billing (approximately 1,010 electric and sewer utility accounts)	\$1,365

#### Personnel Management

Payroll	\$1,545
Timesheets	\$695

#### BS&A Online

Public Records Search + Online Bill Pay With use of integrated Credit Card Processor	\$1,500
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Subtotal **\$10,010**

### Data Conversions/Database Setup

Convert existing Harris Accounting+ data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$2,500
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$1,900
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	\$3,000
Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 10 Years of Service, Billing & Payment History)	\$4,000

Database Setup:

Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,500
Accounts Receivable (Setup of Billing Items, Penalties)	\$1,500

Subtotal **\$14,400**

No conversion or database setup to be performed for:

Purchase Order  
Timesheets

## Project Management and Implementation Planning

### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$12,000**

## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	3		<b>\$3,000</b>
Financial Management Modules	Days:	19		<b>\$19,000</b>
Personnel Management Modules	Days:	6		<b>\$6,000</b>
		Total:	28	Subtotal <b>\$28,000</b>

## Contingency

Billing for electric usage can present unique challenges, as the methods to calculate and apply these charges to customers can vary greatly between different providers. It may be necessary for custom development work to be done, in order to accommodate the necessary calculations. In this situation, BS&A recommends a Contingency budget to allow for the possibility of these types of customizations, to allow them to be addressed, without the need for additional approval.

Recommended Contingency

**\$10,000**

## Cost Totals

*Not including Annual Service Fees*

Modules	\$10,010
Data Conversions/Database Setup	\$14,400
Project Management and Implementation Planning	\$12,000
Implementation and Training	\$28,000
Contingency	\$10,000
<b>Total Proposed</b>	<b>\$74,410</b>
<i>Travel Expenses</i>	<i>\$19,080</i>
<i>Hosting Fees</i>	<i>\$1,000</i>

## Payment Schedule

- 1<sup>st</sup> Payment: **\$26,400** to be invoiced upon execution of this agreement.  
2<sup>nd</sup> Payment: **\$11,010** to be invoiced at activation of customer's site.  
3<sup>rd</sup> Payment: **\$57,080** to be invoiced upon completion of training.

## Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

<b>Financial Management</b>	
General Ledger	\$1,125
Accounts Payable	\$945
Cash Receipting	\$945
Accounts Receivables	\$945
Purchase Order	\$945
Utility Billing	\$1,365
<b>Personnel Management</b>	
Payroll	\$1,545
Timesheets	\$695
<b>BS&amp;A Online</b>	
Public Records Search	\$1,500
<b>Total Annual Service Fees</b>	<b>\$10,010</b>

## Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

**\$1,000**



## Additional Information

### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

### Cash Receipting Hardware

	Quantity	Cost
Epson THM-6000V Series Receipt Printer*	\$925 x _____ =	\$ _____
APG Series 100Cash Drawer**	\$250 x _____ =	\$ _____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250 x _____ =	\$ _____
Credit Card Reader (if using Invoice Cloud)	\$75 x _____ =	\$ _____

This will add \$ \_\_\_\_\_ to the Total Proposed.

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer \_\_\_\_\_

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.

### BS&A Online

#### Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

#### Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/baonline/public-records-search/> for information.

# Change Request

BS&A Software, LLC | bsasoftware.com | 855 BSASOFT

Customer: City of Oxford, Newton County GA

Prepared By: Kevin Schafer, Account Executive

Change #	1	Date Submitted	7/31/2023
		Date Required	7/31/2023
Module/Area Affected	Cloud Work Orders		

No.	Changed Deliverable	Reason or Description	Net Change in Cost
1	Add Cloud Work Orders Module		\$945
2	Add Cloud Work Orders Database Setup	Setup of Work Order Types, Facilities, Assets, Equipment, Materials, Workers (if not using Employees as Workers)	\$2,000
3	Add Cloud Work Orders Setup/Training	6 days @ \$1,000/day	\$6,000
4	Add Cloud Work Orders Project Management and Implementation Planning		\$1,500
5	Add Related Travel Expenses		\$3,770
6	Add Hosting Fee	<i>Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.</i>	\$100
Total Net Changes			\$14,315.00

## Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

## Financial Management

Work Orders	\$945
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## BS&A Software, LLC

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

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

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

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

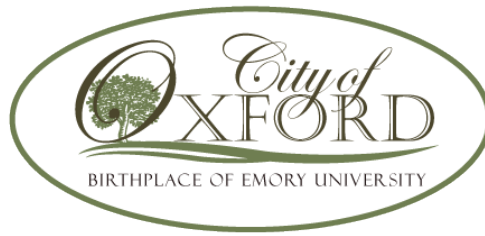
## Customer

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

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

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

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



# Memo

**To: Mayor and City Council**

**From: Bill Andrew**

**Date: August 16, 2023**

**Re: Change Order for BS&A Financial Software**

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With the current financial software agreement, all of our existing Work Orders in Utility Billing will be converted over as part of the Utility Billing conversion. However, this would only include the Work Orders associated with Utility Billing.

Adding the Work Order Module will allow for Job Costing to be tracked, non-Utility Related Work Orders to be entered in the system and will provide more advanced scheduling features that are not in the currently ordered software system.

The current software total estimated budget is \$94,490, which includes a \$10,000 contingency. The Change Order would add \$14,315. Our budget is \$100,000. Thus we have a possible shortfall of \$8,805.

City of Oxford  
Annual Audit Services

Bid Summary

Bid Opening - 10 AM on Monday, June 14, 2021 at Oxford City Hall

Company	2021 Audit Amount	2022 Audit Amount	2023 Audit Amount	2024 Audit Amount	2025 Audit Amount	Total Bid Amount	Single Audit Amount
1 <i>Bates Carter</i>	\$ <i>26,500</i>	\$ <i>26,500</i>	\$ <i>26,500</i>	\$ <i>26,500</i>	\$ <i>26,500</i>	\$ <i>132,500</i>	\$ <i>3,500</i>
2 <i>Rustan &amp; Company, LLC</i>	\$ <i>25,000</i>	\$ <i>25,000</i>	\$ <i>25,000</i>	\$ <i>25,000</i>	\$ <i>25,000</i>	\$ <i>125,000</i>	\$ <i>5,000</i>
3 <i>Mauldin &amp; Jenkins</i>	\$ <i>20,000</i>	\$ <i>20,000</i>	\$ <i>21,000</i>	\$ <i>23,000</i>	\$ <i>23,000</i>	\$ <i>106,000</i>	\$ <i>5,000</i>
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$

Bids Opened By:

*Charles Hall*

Charles Hall

Summary Recorded By:

*Matthew Pepper*

Matthew Pepper



## ***City of Oxford, Georgia***

### **Amended Quote To Provide Audit Services**

**Fiscal Year June 30, 2023 through 2027**

**Mauldin & Jenkins Certified Public Accountants**

**Contact Person: Josh Carroll, CPA**

**Phone: (770) 980-7734**

**Email: [jcarroll@mjcpa.com](mailto:jcarroll@mjcpa.com)**





July 27, 2023

Honorable Mayor and City Council  
110 West Clark Street  
Oxford, Georgia 30054

Ladies and Gentlemen:

We sincerely appreciate being able to continue working with the City of Oxford. Due to rising costs and significant changes in market, I have presented updated pricing for the remainder of our contact with the City. The total all-inclusive maximum price for the fiscal years ending June 30, 2023 through 2027 is as follows:

- 2023 - \$41,000
- 2024 - \$43,000
- 2025 - \$45,000
- 2026 - \$47,000
- 2027 - \$48,500

Please note due to inflation and rising labor costs, Mauldin & Jenkins has incurred write-offs of costs exceeding billings totaling approximately \$78,000 relating to the City's fiscal year 2021 and 2022 audits.

Mauldin & Jenkins continues to provide free quarterly continuing education classes to our clients on various Governmental accounting related topics.

Mauldin & Jenkins greatly appreciate the City as a client and we look forward to continuing to work with the City. Please let me know if you have any questions and I appreciate the City's consideration.

Sincerely,

MAULDIN & JENKINS, LLC



Josh Carroll

NOTE: Josh has indicated a Single Audit for the ARPA funds would be an additional \$6,500. The Single Audit is required when you spend over \$750,000 in federal funds in one fiscal year. We are budgeted in FY 2024 to spend \$876,082 in ARPA funds along with the \$750,000 in CDBG funds for the Oxford Road Water Line Upgrade. Construction is set to start in the next few days. - Bill Andrew



Price Proposal to Provide  
Auditing Services  
for  
City of Oxford, Georgia

For the fiscal years ending  
June 30, 2023, 2024, 2025, 2026, and 2027

**Request for Proposals  
Auditing Services**



Samuel Latimer, CPA, CFE  
P. O. Box 2917  
Gainesville, Georgia 30503  
Telephone (770) 287-7800  
Facsimile (770) 287-7801  
[slatimer@rushton.cpa](mailto:slatimer@rushton.cpa)  
[www.rushtonand.cpa](http://www.rushtonand.cpa)

August 17, 2023

## PRICE PROPOSAL

**Proposal Inclusions:** Audit of the financial statements of City of Oxford, Georgia for the fiscal years ending June 30, 2023, 2024, 2025, 2026, and 2027.

**Certification:** Rushton, LLC certifies that Samuel Latimer is entitled to represent the Firm, empowered to submit the bid and authorized to sign a contract with City of Oxford, Georgia.

### Total All-Inclusive Maximum Price:

	2023	2024	2025	2026	2027	Total
Financial Statement Audit	\$ 33,000	\$ 33,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 171,000
Single Audit, if applicable	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 40,000

### Proposed Rates and Fees

The above audit fees includes the preparation of the annual financial statements and Annual Financial Report.

The above annual fees are based on the current accounting and auditing standards issued as of the date of this proposal. Any additional future standards or requirements that would increase the hours of the audit engagement may also increase the proposed fee. In this circumstance, any additional hours and fee would be mutually agreed-upon by City of Oxford and Rushton, LLC before work began. At this time, we do not foresee any future increases above the proposed fee.

#### *NOTE from Sam Latimer with Rushton:*

*If selected, we would look to start in mid-October and would do our best to complete the audit before 12/31 but may need to extend. In 2024, we would put the City into our "normal" schedule and plan to begin our work in June or July and definitely issue by the end of the year. I would like to schedule a day or two before our October fieldwork for me (and possibly a team member or two) to come out, meet everyone, perform some internal control and preliminary transactional testing. We could schedule these days as soon as we are selected.*

**To:** *MEAG Power Participants*  
**From:** *Roger Brand – Director of Bulk Power* *Roger Brand*  
**Date:** *August 1, 2023*  
**Subject:** *Annual Subscription for Supplemental Power*

The annual subscription process for supplemental power supply is now underway and we are providing information for your review and consideration. Attached is your ten-year supplemental power supply estimates based on the latest load forecast and the Year 2024 Annual Subscription Form for Supplemental Power.

**After reviewing this information, please nominate your supplemental power supply alternative and return to MEAG Power by October 1, 2023. In order to provide time to complete all transactions and agreements the following schedule has been established per the Supplemental Power Supply Policy:**

- Release of information to Participants by Power Supply – Aug 1
- Receipt of Authorization Agreement form to MEAG – October 1
- Completion of Off-System purchase agreements – Dec. 31
- Completion of Inter-Participant Transfers – Jan. 15

Under the Supplemental Power Policy there are four alternatives. The first alternative (i) is for a Participant to acquire the necessary resources itself. The second alternative (ii) is for a Participant to acquire the necessary resources itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract]. The third alternative (iii) is to subscribe to one or more of the power supply products identified in the attached Nomination Form in specific amounts. TEA has estimated the price ranges for these products and are subject to change. However, we are providing this to you as a benchmark to assist in your decision making process. The fourth alternative (iv) is for a Participant to nominate MEAG Power to act as its agent to acquire the necessary resources to fulfill its supplemental power supply requirements.

**Please note that the Supplemental Power Supply Policy also specifies that if a Participant Authorization Agreement form is not received by the October 1 deadline or a Participant that has elected the Annual Self-Supply option does not meet the deadline for acquisition of its supply needs, MEAG Power will acquire the Supplemental Bulk Power Supply resources on behalf of the Participant.**

The projections provided identify needs for both supplemental power and reserves. The supplemental power product reflects the value of capacity with energy priced at the hourly market, while the reserve capacity product is the capacity price only.

Participants who have excess capacity for supplemental supply and/or reserves may choose to offer the excess to deficit Participants at the rate specified in option five (v).

Please remember that each Participant is required to carry 15% capacity reserves. If the staff determines that a Participant is not carrying sufficient reserves, we have the responsibility to purchase reserves to fulfill the requirement. The costs would be allocated back to the Participants based on their shortfall of the reserve requirement.

Your regional manager will be in contact with you to discuss in more detail your particular power supply needs. If you have any questions about your nomination, please contact your regional manager, Tina Atchison at (770) 563-0586, or Curt Halstead at (770) 563-0396.



## Supplemental Needs

### City of Oxford

#### kW at Delivery Point

[illegible]

## Supplemental Supply Nomination Form

Participant

Product	Forecast Option/Capacity Price (\$/kW-Yr) @ DP		Forecast Energy Price (\$/MWh) @ DP		Participant Subscription (MW) @ DP	Comments
	Bud	High	Bud	High		
<b><i>Energy Products</i></b>						
Short Term (1 mo - 364 dy)						
3 Month 5x16 (Jun-Aug)			49.53	54.48		Firm Liquidated Damages, Low risk
3 Month 7x24 (Jun-Aug)			40.01	44.01		Firm Liquidated Damages, Low risk
Medium Term (1 - 5 yr)						
Annual 5x16 (2024)			46.45	51.09		
Annual 7x24 (2024)			40.74	44.82		Firm Liquidated Damages, Low risk
<b><i>Capacity Products</i></b>						
Reserve Capacity (Jun-Aug)	16.94	19.48				Purchased from other Participant or from off-system at no more than the high price
Supplemental Capacity (2024)	19.68	21.52	Hrly. Mkt. Price			Purchased from other Participant or from off-system at no more than the high price

AUTHORIZATION AGREEMENT  
Year 2024 Annual Subscription  
Under Supplemental Power Supply Policy  
between  
Municipal Electric Authority of Georgia  
and

\_\_\_\_\_  
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

- (i) \_\_\_\_\_ (Opt-out) Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
- (ii) \_\_\_\_\_ (Annual Self Supply) acquires the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year itself through an Inter-Participant Transfer (IPT) Agreement [or off system purchase power contract];
- (iii) \_\_\_\_\_ (Subscription) Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;
- (iv) \_\_\_\_\_ (Agent) Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, \_\_\_\_\_;

**or**

- (v) \_\_\_\_\_ Nominate my excess capacity for supplemental at \$19.68/kW-Yr plus the hourly energy market price or for reserves at \$16.94/kW-Yr at DP. Supplemental will be allocated first, then any remaining amounts will be allocated to reserves. Please specify amount and limitations if any, \_\_\_\_\_.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at “market” prices from other Participants.

Participant agrees to and accepts the above nomination, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Participant: \_\_\_\_\_

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

\_\_\_\_\_  
Mayor or other authorized representative



# Memo

**To:** Mayor and Council  
**From:** Bill Andrew  
**Date:** August 9, 2023  
**Re:** 2024 Supplemental and Reserve Capacity Needs for Electric Utility

---

Last week, the Municipal Electric Authority of Georgia (MEAG) contacted the city to discuss our Supplemental and Reserve Capacity needs for the next calendar year. For 2024, we are 997 kW short for supplemental needs and 478 kW short for reserve needs. The sections below summarize the breakdown of Supplemental and Reserve Capacity needs that the City must purchase to meet the MEAG Power contract.

## **Supplemental Capacity**

Supplemental Capacity is the capacity that is needed every month to supply power to meet our customer's demands. We operate a 4.1 MW system to provide power to our customers, but we only have 3.16 MW of capacity. The market price for Supplemental Capacity is \$19.68 per kW per month. To meet 2024's Supplemental Capacity needs, 997 kW at \$19.68 per kW for a total of \$19,620.96.

## **Reserve Capacity**

Per the Power Purchase Agreement with MEAG, we are required to have up to 115% percent in Reserve Capacity. The market price for Supplemental Capacity is \$16.94 per kW per month. To meet 2024's Reserve Capacity needs, 478 kW at \$16.94 per kW for a total of \$8,097.32.

Total Annual Cost: \$27,718.28

At present, Marietta Power has offered their excess capacity at discounted rates of Supplemental Capacity at \$19.00 per kW-year and Reserve Capacity at \$16.50 per kW-year. In the coming weeks, MEAG Power may learn of additional Participants willing to sell their excess capacity at lower than market price. Should Oxford choose to move forward in securing excess capacity from another Participant it would require Oxford to enter into an Inter Participant Transfer (IPT) as we have done in the past. As a reminder, last year the City chose to allow MEAG Power to act as our agent and fill our deficit needs using capacity at market price. Our decision on how we wish to proceed is due to MEAG Power by October 1<sup>st</sup>.



# City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

## **Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* shall mean the individual, organization, corporation, or any other entity that is ultimately responsible for the filming that is the subject of a permit application.

*City media coordinator or coordinator* shall mean the Oxford City Manager or designee employee to be the City's point of contact with media productions, and to assist in coordinating, permitting and authorizing process for the City.

*Media production* shall mean all activity attendant to staging or shooting (videotaping or filming) commercial motion pictures, television shows, programs or commercials, and to the taking of single or multiple photographs for sale or use for a commercial purpose where the photographer sets up stationary equipment on public or private property or the public right-of-way in any one location for longer than five (5) consecutive minutes.

## **Notification, Permit, and Authorization**

- (a) No person shall use any public right-of-way, or any public property or facility for the purpose of producing, taking or making any commercial motion picture, television or photographic production, without notification to the City and receipt of a permit issued pursuant to the provisions of this article.
- (b) No person shall use any private property, facility or residence for the purpose of producing, taking or making any commercial motion picture, television or photographic production, without notification to the City and authorization issued pursuant to the provisions of this article.

## **Exemptions**

The provisions of this article shall not apply to the following:

- (1) Current news productions, which includes reporter, photographers or camera persons in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of a news event.
- (2) Productions which are conducted by the Newton County and the municipalities in the county, the county board of education, or other governmental agencies as approved by the Oxford City Council.
- (3) Student filming.

## **Application**

- (a) Any person desiring a permit or authorization under the provisions of this article shall make application on forms provided by the City media coordinator at least ten (10) working days prior to any filming activity taking place. The form must be signed and accompanied by all required fees, deposits, hold harmless agreements and insurance certificates required by this article before it will be processed. If the application satisfies the criteria of this article, the permit or authorization shall be issued within ten (10) working days of submittal.

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- (b) Any person seeking to apply for a permit or authorizations under the provisions of this article may submit a completed application to the coordinator fewer than ten (10) working days prior to any filming activity, provided that such application shall be accompanied with an additional \$500.00 rush fee, which shall be nonrefundable. No application may be submitted to the coordinator later than one (1) full business day in advance of the effective date of the requested permit. The coordinator may refuse to accept an application submitted fewer than ten (10) working days prior to any filming activity and may deny an application accepted for processing that was submitted fewer than ten (10) working days prior to any filming activity when, in the reasonable discretion of the coordinator, the processing of the application is not feasible.
- (c) At a minimum, the applicant shall provide the following information:
  - (1) Applicant's contact information, including the name and phone number for a 24-hour contact person.
  - (2) Project information including the filming locations, dates and time.
  - (3) Description of proposed parking arrangements for vehicles and equipment.
  - (4) Description of the type of sound equipment to be used and the timing of the use of amplified sound.
  - (5) Information on any special effects to be used. A fire watch may be required by the Newton County fire service.
  - (6) Details of planned road closures, including required detours and traffic control plans. Emergency vehicle access shall be maintained at all times. Road closures may require on-duty POST certified law enforcement officers on site as determined and directed by the City of Oxford Police Chief or designee, at the production company's expense.
  - (7) Applicant's security plan. If necessary to address public safety considerations, the applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the City of Oxford Chief of Police or designee.

### **Fees**

Each application shall be accompanied by a basic application fee of \$250.00 and any other fees in accordance with the fee schedule. All fees shall be nonrefundable.

### **Issuance of Permit, Authorization, and/or Conditions**

- (a) The coordinator or designee shall issue a permit or authorization as provided for in this article when, from a consideration of the application, and from such other information as may be otherwise obtained, the coordinator, after consultation with the Oxford Chief of Police or designee, the Newton County Fire Service, City of Oxford Public Works Department, finds that:
  - (1) The conduct of such activity will not unduly interfere with traffic or pedestrian movement, endanger public safety, residential or commercial property access, and that no streets will be completely closed to traffic for an unreasonable period of time;
  - (2) The conduct of such activity will not preclude a property or business owner access to his/her/their property without prior permission being granted by such owner;

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- (3) The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and,
  - (4) The conduct of such activity will not constitute a fire hazard or any other type of hazard and all safety precautions will be taken as determined by the heads of the aforementioned departments or his/her/their designees.
- (b) Notwithstanding the above, the coordinator may deny an application if:
- (1) The applicant production company owes an outstanding debt to the city;
  - (2) The applicant production company previously caused significant damage to city property and failed to adequately repair the damage or reimburse the city for repair or restoration; or
  - (3) The applicant previously violated a city ordinance or other applicable federal, state, or Newton County laws in connection with filming activity.
- (c) The decision of the coordinator to issue, conditionally issue, or deny a permit or authorization shall be final unless appealed in writing within five (5) working days of the decision to the City of Oxford Mayor. The Mayor will render a decision to issue, conditionally issue or uphold the denial of a permit or authorization within two (2) days of the appeal. The decision of the Mayor will be final.
- (d) When more than one permit application is received for filming at the same location at the same time, and the coordinator reasonably determines both productions cannot occur, the first complete application that is received by the city shall receive priority as to the requested location and time. The coordinator shall make reasonable efforts to accommodate any other applications to identify alternative suitable filming locations and times. Any fees paid by an unsuccessful applicant due to the unavailability of a requested filming location shall be fully refundable, notwithstanding any provision in this article to the contrary.

### **Cost of Additional Services**

If deemed necessary, additional law enforcement, code enforcement, fire, and other city/county services shall be required for the purpose of protecting, assisting and regulating the proposed activity. The reasonable cost of providing such additional services shall be paid in advance to the city/county by the applicant.

### **Insurance**

- (a) Applicant agrees to maintain the following insurance for any permit to film on city property, utilize city right-of-way, or utilize city vehicles or equipment:

	<i>Coverage</i>	<i>Limit</i>
1.	Worker's compensation	
	Statutory benefits (coverage A)	Statutory

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

		\$500,000.00 each accident
	Employers' liability (coverage B)	\$500,000.00 disease/employee
		\$500,000.00 disease/policy
2.	Automobile liability	
	Owned vehicles	\$1,000,000.00
	Non-owned vehicles	\$1,000,000.00
	Hired vehicles	\$1,000,000.00
3.	Commercial general liability	
	Aggregate limit	\$2,000,000.00
	Each occurrence limit	\$1,000,000.00
	Products/completed operations	\$1,000,000.00
	Personal/advertising injury	\$1,000,000.00
	Damage to rented premises	\$100,000.00
	Medical payments	\$5,000.00

- (b) All insurance shall be provided by an insurer acceptable to the city, and shall name the city as an additional insured on the general liability, auto liability. The applicant shall include a certificate or policy of insurance evidencing compliance with these requirements.



## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

### **Hold Harmless Agreement**

The applicant shall execute an indemnification and hold harmless agreement as provided by the city prior to the issuance of any permit.

- (1) The applicant shall maintain a copy of the permit or authorization on-site at all times.
- (2) The applicant shall comply with any and all conditions or restrictions the city may impose as a condition to issuing a permit or authorization. No changes in conditions or restrictions shall be made without first obtaining written approval of the coordinator, which approval shall not be unreasonably withheld.
- (3) The applicant shall have nonexclusive use of city facilities unless otherwise granted in writing.
- (4) The city and its agents are not responsible for disturbances caused during film activities.
- (5) Filming in residential areas.
  - a. Filming shall be conducted between the hours of 9:00 AM and 10:00 PM. All set up, filming and take down shall occur during these hours unless all residents within 200 linear feet of the filming location are notified and compensated by the applicant at a rate of \$50.00 per each day of film activity. No exceptional activities such as pyrotechnics or explosions shall be conducted between 10:00 PM and 9:00 AM.
  - b. Impacted residents shall be notified in writing at least three (3) days in advance of filming of any road closures and shall be compensated by the applicant at a rate of \$100.00 per day for his/her/their inconvenience. Such notification shall include information regarding the relevant filming location, as well as the use of any special effects.
  - c. If a resident is otherwise affected by the filming, compensation will be decided between the filming company and the owner of the residential property.
- (6) Filming in business areas.
  - a. Impacted businesses shall be notified in writing at least three days in advance of any filming that may impede customer access to such businesses. If customer access to a business is directly impeded during business hours, the business owner shall be compensated by the applicant at a rate of \$200.00 per day for filming activity, including set up, filming and take down.
  - b. If a business is otherwise affected by the filming, compensation will be decided between the filming company and the business owner.
- (7) Permits are not transferable.
- (8) Permit modifications.
  - a. All filming activity shall be confined to the locations, times, and conditions specified in permit.
  - b. Any applicant seeking to modify a previously issued permit shall submit such request to the coordinator in writing no later than one (1) full business day in advance of the effective date of a permit.
  - c. There shall be no additional application fee associated with modifying a permit when, in the reasonable discretion of the coordinator, the requested modification is not material. For the purposes of this article, the term "material" change means that the processing of the requested change will result in the expenditure of city staff time or services that is more than de minimis.

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- d. Where an applicant requests a material modification to a filming permit at least three (3) days in advance of the effective date of such permit, there shall be no additional application fee for the processing of such modification.
- e. Where an applicant requests a material modification to a filming permit fewer than three (3) days in advance of the effective date of such permit, the applicant must pay a \$500.00 rush fee for the processing of such modification.
- f. Where an applicant notifies the city at least three (3) days in advance of the effective date of a permit of a modification or cancellation resulting in the decrease or elimination of fees for filming in a city facility, the applicant shall be entitled to a refund of 50 percent of the relevant facility fee.
- g. Any request to modify a permit that results in additional fees shall be accompanied by payment for any applicable fees at the time of the submission of the request.
- h. Special effects, fire, explosives, and similar devices. No filming involving the use of fire, explosives, pyrotechnics, smoke machines, or other similar special effects may be permitted unless specifically approved by the Newton County fire service. If, in the reasonable discretion of the fire service, a fire watch is required, the applicant shall be responsible for paying fees for the supervision of any film activity involving fire, explosives, pyrotechnics, smoke machines, or other similar special effects by a county firefighter.
- i. The applicant shall not remove, cut, trim, or otherwise alter the vegetation on city land in connection with any filming activity unless specifically authorized in writing.
- j. Security. The applicant's security plan is subject to approval by the City of Oxford Sheriff. If necessary to address public safety considerations or the security of city facilities, the applicant may be required to hire off-duty POST certified law enforcement officers as determined and directed by the Sheriff.
- k. In advance of the issuance of any permit, the coordinator may schedule a meeting with the applicant and any applicable city department heads, or in the absence of any department head, his/her/their designee. Participation may be in person or via teleconference. Such meeting shall occur to coordinate the approval of any filming activity and to determine any additional requirements necessary for the approval of the permit application. The city reserves the right to require any additional reasonable requirements identified by the coordinator or any city department heads, or in the absence of any department heads, his/her/their designee, to address concerns regarding filming activities.

### **Cleanup/Restoration**

- (a) For filming on city owned property, the applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area and the cleanup of trash and debris. The areas used shall be cleaned of trash and debris to city's satisfaction within two (2) hours of the completion of the activity or within such other time established in the permit. The applicant shall be responsible for restoring any area damaged or disrupted before leaving the site, reasonable wear and tear excepted. If, after notice and a reasonable opportunity to provide repairs, the site is not repaired or restored to the city's reasonable satisfaction, the city shall have the necessary restoration and/or repairs performed and shall bill the applicant for any reasonable costs incurred by the city. The applicant shall reimburse the city for the reasonable cost of such work within thirty (30) days of receipt of the invoice.
- (b) The applicant shall be responsible for repairing damage to any public right-of-way to the satisfaction of the city, as determined in the city's reasonable discretion.
  - (1) Upon issuance of a permit to an applicant, the city grants to the applicant the following rights with respect to the filming location ("premises") specified in the permit application:

## City Of Oxford - MEDIA PRODUCTIONS REGULATIONS - DRAFT

- a. To enter and remain upon the premises with personnel, equipment and sets for the sole and express purpose of recording and photographing (still or moving) scenes live or on tape, film or by any other process on the premises during the term specified in the permit.
  - b. To photograph (still or moving) and record the exterior and interior of buildings, ("buildings") and other structures ("structures"), including, but not limited to, signs, furniture, and pictures contained in or on such buildings and/or structures, which are on the premises and to photograph (still or moving) and record any animals on the premises.
  - c. To change the location of and/or replace furnishings in buildings located on the premises for the purpose of photographing (still or moving) and recording scenes pursuant; provided however, that production company shall return and put back all such furnishings to their rightful place prior to vacating the premises.
  - d. To use the name of the premises and/or the name of any buildings or structures located on the premises or to represent each of the foregoing as another real or fictional location, or use a fictional name, in connection with the applicant's use of the recordings and photographs (still or moving).
  - e. To construct and photograph a set duplicating all or part of the premises and buildings or structures (including but not limited to, any signs or any interiors of buildings and structures).
  - f. To use all recordings and photographs (still or moving) made by the applicant pursuant to the permit in all media now known or hereafter devised throughout the universe, in perpetuity, including the in-context advertising and promotion of the project and customary in-context clip licensing and freely assign such rights.
  - g. To remove any and all of its sets, structures, and other materials and equipment from the premises upon completion of the term of this agreement.
- (2) Nothing in this article shall be interpreted in any way to limit the police power of the city.

## CITY OF OXFORD – SHORT-TERM RENTAL ORDINANCE

### **Intent**

The intent of this ordinance is to implement rationally based, reasonably tailored regulations to mitigate impacts created by short-term rental units, to protect the integrity of Oxford's neighborhoods, and promote the general welfare and safety of Oxford residents and visitors.

### **Definitions**

*Code Compliance Verification Form:* A document executed by a short-term rental owner certifying that the short-term rental unit complies with applicable zoning, building, health and life safety code provisions. No person shall allow occupancy or possession of any short-term rental unit if the premises is in violation of any applicable zoning, building, health or life safety code provisions.

*Dwelling:* A building or portion of a building arranged or designed to provide living quarters for one or more persons living as a single housekeeping unit. For the purposes of this definition, a dwelling shall include only those located in City of Oxford zoning districts in which single-family detached dwellings are permitted, and the following dwellings are excluded: multi-family dwelling, condominium units, townhouses, apartments, manufactured homes, hotels or other structures designed for lodging or transient residence, bed and breakfast inns, institutional residential living and care facilities, group personal care homes, or other lodging uses which are provided incidental to other services, such as health care.

*Short-term Rental (STR):* An accommodation for transient guests where, in exchange for compensation of any type or amount, a dwelling (or portion thereof) is provided for lodging for a period of time not to exceed thirty (30) consecutive days and not to exceed a total of 180 days in any calendar year.

*Short-term Rental Agent:* A person designated by the owner of a dwelling provided for short-term rental on the short-term rental certificate application as the Short-term Rental Agent (such person shall be the owner of such dwelling, except on a temporary basis). Such person must be 18 years of age or older, be available for and responsive to contact at all times, and be present at a location within the City for purposes of transacting business.

*Short-term Rental Occupants:* Guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupies a dwelling (or portion thereof) for lodging for a period of time not to exceed thirty (30) consecutive days.

### **Eligible Properties**

Single-family detached dwellings eligible for utilization as a short-term rental must be the primary residence of the applicant. Primary residency shall mean occupancy of the dwelling by such resident for at least 183 days of each calendar year as the primary residence of such resident.

Either the principal residential structure, an accessory structure, or guest house on the property may be utilized as a short-term rental; however, only one structure may be utilized as a short-term rental at any given time. In either case, a portion of the structure or the entirety of the structure can be utilized as a short-term rental.

### **Short-Term Rental Certificate**

No person shall offer for rent and/or receive compensation for a short-term rental, as defined above, without first obtaining a short-term rental certificate from the designated representative of the City of Oxford and agreeing to comply with the regulations contained in this ordinance. No short-term rental certificate issued under this ordinance may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

An inspection is required by a designated City of Oxford employee prior to any certificates being issued and an annual inspection may be required at the time of annual renewal.

### **Application for Short-Term Rental Certificate**

Applicants for a short-term rental certificate shall submit, on an annual basis, an application for a short-term rental certificate to the Oxford City Clerk. The application shall be furnished on a form specified by the Oxford City Manager, accompanied by a non-refundable application fee in the amount of \$45.00. Such application should include:

1. The name, address, telephone and email address of the owner(s) of record of the dwelling for which a certificate is sought;
2. The address of the dwelling to be used as a short-term rental;
3. The number and location of parking spaces allotted to such dwelling;
4. The name, address, telephone number and email address of the short-term rental agent (who shall be the owner except on a temporary basis), which shall constitute such agent's 24-hour contact information;
5. The owner's sworn acknowledgement that such owner has received a copy of this ordinance, has reviewed it and understands its requirements;
6. The owner's agreement to use such owner's best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and



7. Any other information that the City of Oxford requires the owner to provide to the City as part of an application for a short-term rental certificate. The City Manager or his or her designee shall have the authority to request and obtain additional information from the applicant as necessary to achieve the objectives of this ordinance.

Attached to and concurrent with submission of the application for short-term rental certificate, the owner shall provide:

1. The owner's sworn Code Compliance Verification Form;
2. Proof of the owner's ownership of the short-term rental dwelling;
3. Proof of insurance, including general commercial liability insurance in an amount of at least \$1,000,000 per occurrence; (**other types and coverage amounts?**)
4. A written certification from any short-term rental agent that he or she agrees to perform the duties outlined below;
5. A written exemplar agreement, which shall consist of a sample of the document to be executed between the owner and each short-term rental occupant(s) containing the following provisions:
  - a) The occupant(s)' agreement to abide by all of the requirements of this ordinance, any other City of Oxford ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
  - b) The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the City's noise ordinance; and
  - c) The occupant(s)' acknowledgement and agreement that violation of the agreement or this ordinance may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the City.

### **Short-Term Rental Agent**

The owner of a short-term rental unit shall designate a short-term rental agent on the application for a short-term rental certificate. The property owner shall serve as the primary short-term rental agent, except for limited periods of temporary absence for travel or other causes. The short-term rental agent shall be a natural person over age 18 years.

The duties of the short-term rental agent are to:

1. Be reasonably available to handle any problems arising from use of the short-term rental unit;
2. Appear on the premises of any short-term rental unit within two hours following notification from the City of issues related to the use or occupancy of the premises. This includes, but is not limited to, notification that of the short-term rental occupants have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of the City's ordinances or other applicable law pertaining to

noise, disorderly conduct, overcrowding, consumption of alcohol or use of illegal drugs. Failure of the agent to timely appear for two or more complaints within a 12-month period regarding violations shall be grounds for penalties as set forth in this ordinance. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place themselves in a perilous situation;

3. Receive and accept service of any notice of violation related to the use or occupancy of the premises; and,
4. Monitor the short-term rental unit for compliance with this ordinance.

An owner may change his or her designation of a short-term rental agent temporarily from time to time; however, there shall only be one such agent for a property at any given time. To change the designated short-term rental agent, the owner shall notify the City Manager in writing of the new short-term rental agent's identity, together with all information regarding such person as required by the applicable provisions of above.

### **Grant or Denial of Application**

Review of an application shall be conducted by the City Manager or an appointed designee in accordance with due process principles and shall be granted based upon a determination that the applicant has satisfied the conditions and requirements of this ordinance, and has demonstrated the ability to comply with local, state or federal law. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

### **Short-Term Rental Unit Operating Principles**

A legible copy of the short-term rental certificate shall be posted within the rental unit.

The short-term rental unit owner or rental agent shall include the short-term rental certificate number in every print, digital, or internet advertisement and any property listing in which the short-term rental is advertised.

No dwelling or portion thereof shall be rented as a short-term rental for more than one hundred eighty (180) days in any calendar year.

Short-term rental units must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.

### **Short-Term Regulation Compliance Procedures**

To ensure the short-term rental unit owner's continued compliance with the intent of this ordinance, the City Manager shall notify the owner of a short-term rental unit of all instances in which nuisance behavior of a short-term rental occupant or the conduct of his or her short-term rental unit agent results in a citation for a code violation or other legal infraction.

The Oxford City Clerk shall maintain for each short-term rental location a record of all code violation charges, founded accusations and convictions occurring at or relating to a short-term rental unit. When a property owner has accumulated two code violations for a particular property within a period of 12 consecutive months, the City shall revoke any pending certificates and reject all applications for the subject premises for a period of 24 consecutive months.

If a short-term rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code provision(s), the City Manager will notify the owner of the violation(s) and immediately suspend the short-term rental certificate. Thereafter, the owner must demonstrate to the City Manager the correction of the source(s) of the provision(s) non-compliance prior to being eligible for the short-term rental certificate to be reinstated.

### **Short-Term Rental Violations and Fines**

Citations for violations of this short-term rental ordinance and any other violation of the City of Oxford Ordinances shall be forwarded to and reviewed by the City Manager.

Violations of this ordinance and its provisions may be subject to the following suggested fines and which may be combined with any other legal remedy available to the City:

1. First violation: \$500.00;
2. Second violation within the preceding 12 months: \$750.00; and
3. Third violation within 12 months of the second violation: Permanent revocation of the short-term rental certificate.

### **Short-Term Rental Appeal Process**

An owner aggrieved by the City of Oxford's decision to fine or to revoke, suspend or deny a short-term rental certificate may appeal the decision to the City Manager. The appeal must be filed with the City Manager in writing, within thirty (30) calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal.

The City Manager or appointed designee shall consider the appeal within thirty (30) days after receipt of an appeal request unless otherwise agreed in writing by the City Manager and the aggrieved party. Following a review and an investigation, the City Manager may either approve the appeal and take appropriate actions or deny the appeal.

Following a denial of appeal, the aggrieved owner may request that his/her appeal be forwarded to the City of Oxford Municipal Court for reconsideration. In such case all interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses before the Municipal Court. Upon consideration of all related information, the Oxford Municipal Court shall render a decision on the appeal.

Nothing in this ordinance shall limit the City from enforcement of its Code, or state or federal law or pursue any other legal remedy available to the City. Nothing in this ordinance shall be construed to limit or supplant the power of any City inspector, or other duly empowered officer under the City's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

Bill,

The Brookhaven code was much shorter but had some good things to include in ours. However, they had a variance process that seemed very easy to achieve. Pretty much if the property owner was financially inconvenienced, they could get a variance. I excluded language about development in the buffer zone, as we would not like to have an easy variance process for riparian buffers.

I kept as much to the language already used as possible, while trying to remove references to codes and processes not relevant for Oxford.

I removed the exception for ephemeral streams, as natural ephemeral streams have a significant (but historically unacknowledged) impact on biodiversity.

The added definition came from the EPA:

<https://archive.epa.gov/water/archive/web/html/streams.html>

Removed text

Changed or added text

## **Riparian Buffer Amendment, Oxford Code of Ordinances (Draft) 3/28/23**

Oxford Original:

### **Sec. 14-134. - Minimum protections.**

(15) Except as provided in subsection (16) of this section, there is established a 25-foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; or along any ephemeral stream. As used in this provision, the term "ephemeral stream" means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the groundwater table year round; for which groundwater is not a source of water; and for which runoff from precipitation is the primary source of water flow, unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to the Metropolitan River Protection Act, O.C.G.A. § 12-5-440 et seq., shall remain in force unless a variance is granted by the director as provided in this subsection. The following requirements shall apply to any such buffer:



a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or
2. Stream crossings for sewer lines;

(16) There is established a 50-foot buffer, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as trout streams pursuant to Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq., except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25-foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or
2. Stream crossings for sewer lines.

(Ord. of 7-12-2010(01), § 2(35-104(C)))

- **Sec. 14-135. - More stringent regulations may be adopted.**

Nothing contained in O.C.G.A. § 12-7-1 et seq. shall prevent any local issuing authority from adopting rules and regulations, ordinances, or resolutions which contain stream **buffer** requirements that exceed the minimum requirements in sections [14-133](#) and [14-134](#).

**Brookhaven Original:**

**Sec. 14-153. - Land development requirements.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

(a) *Buffer and setback requirements.* All land development and land disturbance activity subject to this article shall meet the following requirements:

(1) An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both sides of the stream channel as measured from the point of wrested vegetation.

(2) An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. All permitted land disturbance activity shall be minimized within the setback. **In allowing for such activity, the provision for retaining walls or other topographical enhancements to limit of the area of land disturbance activity within the setback, may be required and approved by the community development director as part of the administrative variance procedure in subsection (a)(2) of this section, subject to the approval of the city engineer.**

(3) No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.

## **Sec. 14-155. - Additional information requirements for development on buffer zone properties.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

Any permit application for a parcel requiring buffers and setbacks hereunder must include the following:

(1) A site plan showing:

- a. The location of all streams on the parcel or on adjacent parcels within 75 feet of the boundaries of the subject parcel;
- b. Limits of required buffers and setbacks on the parcel;
- c. Buffer zone topography with contour lines at no greater than five-foot contour intervals;
- d. Delineation of existing impervious areas, forested and open areas in the buffer zone or setback;
- e. Detailed plans of all proposed land development in the buffer and setback and of all proposed land disturbance within the setback; and
- f. Tree save fencing at the limits of the proposed disturbance where the proposed disturbance is within or adjacent to the stream protection area;

(2) A written description of the need for all proposed land development within the buffer and setback and land disturbance with the setback; and

(3) Any other documentation that the city may reasonably deem necessary for review of the application and compliance with this article.

**Oxford Adaptation draft:**

## **Sec. 14-106. - Definitions.**

*Roadway drainage structure* means a device such as a bridge, culvert or ditch composed of a virtually nonerodible material, such as concrete, steel, plastic or other such material, that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

*Seasonal Stream* means streams that flow during certain times of the year when smaller upstream waters are flowing and when groundwater provides enough water for stream flow. Runoff from rainfall or other precipitation supplements the flow of seasonal stream. During dry periods, seasonal streams may not have flowing surface water.

*Sediment* means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

#### **Sec. 14-134. - Minimum protections.**

(15) Except as provided in subsection (16) of this section, there is established a 100-foot *undisturbed natural vegetative* buffer along the banks of *Oxford* waters (*to include seasonal streams*), as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented. The following requirements shall apply to any such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or
2. Stream crossings for sewer lines;

(15.1) An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. All permitted land disturbance activity shall be minimized within the additional setback.

(15.2) No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.

(16) There is established a 125-foot undisturbed natural vegetative buffer, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any Oxford waters classified as trout streams, except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 100-foot buffer. The director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or
2. Stream crossings for sewer lines.

## **- Additional information requirements for development on buffer zone properties.**

Any permit application for a parcel requiring buffers and setbacks hereunder must include the following:

- (1) A site plan showing:



- a. The location of all streams on the parcel or on adjacent parcels within 100 feet of the boundaries of the subject parcel;
  - b. Limits of required buffers and setbacks on the parcel;
  - c. Buffer zone topography with contour lines at no greater than five-foot contour intervals;
  - d. Delineation of existing impervious areas, forested and open areas in the buffer zone or setback;
  - e. Detailed plans of all proposed land development near the buffer and setback and of all proposed land disturbance within the setback; and
  - f. Tree Save Fencing at the limits of the proposed disturbance where the proposed disturbance is adjacent to the stream protection area;
- (2) Any other documentation that the city may reasonably deem necessary for review of the application and compliance with this article.





# City of Oxford

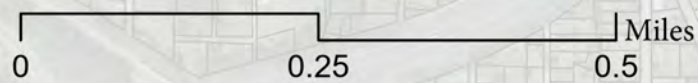
## Stream Buffer Map

### May 2023

*Disclaimer: This map should be used for preliminary guidance only. The rivers, streams, and buffer locations as shown are approximations based on best available data of stream centerlines and should not be used as a final determination of buffer extent from the water body's edge.*

### Legend

- Roads
- Parcels
- City Limits
- Building Footprints
- Stream Buffer**
  - 25' Stream Buffer
  - 50' Stream Buffer
  - 75' Stream Buffer
  - 100' Stream Buffer





## Riparian Buffer Ordinance

Oxford Adaptation draft:

### Sec. 14-106. - Definitions.

**Roadway drainage structure** means a device such as a bridge, culvert or ditch composed of a virtually non-erodible material, such as concrete, steel, plastic or other such material, that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

**Intermittent Stream** means streams that flow in well defined channels during certain times of the year during the wet season, when smaller upstream waters are flowing and when groundwater provides enough water for stream flow. Runoff from rainfall or other precipitation supplements the flow of seasonal stream. During dry periods, seasonal streams may not have flowing surface water. (Georgia EPD)

**Sediment** means solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

### Sec. 14-134. - Minimum protections.

(15) Except as provided in subsection (16) of this section, there is established a 100- foot undisturbed natural vegetative buffer along the banks of Oxford waters (to include seasonal streams), as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to O.C.G.A. § 12-2-8, where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented. The following requirements shall apply to any such buffer:

a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a

width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or

2. Stream crossings for sewer lines;

(15.1) An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. All permitted land disturbance activity shall be minimized within the additional setback.

(15.2) No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.

(16) There is established a 125-foot undisturbed natural vegetative buffer, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any Oxford waters classified as trout streams, except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 100-foot buffer. The director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented:

1. Stream crossings for water lines; or

2. Stream crossings for sewer lines.

**- Additional information requirements for development on buffer zone properties.**

Any permit application for a parcel requiring buffers and setbacks hereunder must include the following:

- (1) A site plan showing:

a. The location of all streams on the parcel or on adjacent parcels within 100 feet of the boundaries of the subject parcel;

b. Limits of required buffers and setbacks on the parcel;

c. Buffer zone topography with contour lines at no greater than five-foot contour intervals;

d. Delineation of existing impervious areas, forested and open areas in the buffer zone or setback;

e. Detailed plans of all proposed land development near the buffer and setback and of all proposed land disturbance within the setback; and

f. Tree Save Fencing at the limits of the proposed disturbance where the proposed disturbance is adjacent to the stream protection area;

(2) Any other documentation that the city may reasonably deem necessary for review of the application and compliance with this article.