



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, FEBRUARY 19, 2024 – 6:30 PM  
CITY HALL**

**ELECTED OFFICIALS PRESENT:**

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

**STAFF PRESENT:**

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

**ELECTED OFFICIALS NOT PRESENT:**

Jeff Wearing – Councilmember  
Mike Ready – Councilmember

**OTHERS PRESENT:** Art Vinson, Mike McQuaide

**Agenda (Attachment A)**

**1. Mayor’s Announcements**

Mayor Eady provided an update on the MEAG Power/Pineview LLC planned solar project. The site will not be operational until early 2025. The original completion date was November 2024.

He also stated that Emory University is not interested in pursuing the previously discussed solar project with Peak Solarworks on the Welchel property.

**2. Committee Reports**

- a. **Trees, Parks, and Recreation Board** – Laura McCanless provided the report.
- b. **Sustainability Committee** – Laura McCanless provided the report.
- c. **Planning Commission** – Bill Andrew provided the report. He reported that there was a sewage spill into Turkey Creek discovered over the weekend. The pipe serves all of Oxford College.
- d. **Downtown Development Authority** – Bill Andrew advised he has received the agreement for the easement at Whatcoat Street.

Laura McCanless asked if Mayor Eady and Bill Andrew had discussed David Strickland attending work sessions. Mayor Eady advised they have and they need to work out the terms of his

compensation.

Laura McCanless asked that everyone recommit to the City Council's policy of discussing matters in a work session before they are brought to the City Council for a vote. Several City Council members agreed.

**3. Consider Bids for an Excavator (Attachment B)**

All three bids are higher than the \$45,000 budgeted for an excavator in the FY 2024 Capital Budget.

Laura McCanless asked why the third bid states the bucket is 24 inches and the other two have an 18-inch bucket. Jody Reid advised that is an error, they all have 18-inch buckets. She asked if he has any preference for a particular brand of equipment. He stated that all of them are good, and the lowest bid is what Covington uses, and he knows it performs well.

Mr. Reid explained that all the City has right now is a backhoe, and it is too large for some tasks. The smaller excavator is needed in these situations.

A budget amendment will be needed due to the overage in cost. The additional funds required will be taken from the budgeted amount for painting the maintenance facility, since the bids for that job came in under budget.

**4. Consider Bids for Painting the Public Works Building (Appendix C)**

The City Council will vote to accept the low bid at the March Regular Session.

**5. City of Oxford Media Productions Regulation (DRAFT) (Attachment D)**

Laura McCanless asked what the process is for determining the fees. Mayor Eady advised that staff will work on a fee structure and bring the recommendations to the City Council in an update to the Fee Schedule with a resolution.

Erik Oliver stated that the 5-minute limit stated in the draft is not feasible and not enforceable. It needs to be changed to one hour or two hours.

Laura McCanless pointed out that it is simply a definition that applies to a commercial production. It does not apply to individuals taking photos on rights-of-way or other public lands.

George Holt and Jim Windham were in favor of getting the ordinance passed initially and dealing with any issues as they arise.

Art Vinson asked if there is a list of objectives to determine if the ordinance is achieving its goals. Mr. Windham stated the main issue is that so many film companies want to film in Oxford that some kind of rules are needed in place.

Mike McQuaide stated that the goals were to have a mechanism to know they are coming, and to set up standard fees to help the City recover its costs that are incurred when they are present.

6. **City of Oxford Short-Term Rental Regulation (DRAFT)** (Attachment E)

Jim Windham asked if the \$45 fee would be in the Fee Schedule. Mayor Eady confirmed that it would. He also requested a modification of the wording of the time frame for a second violation under the Violations section.

Erik Oliver asked how the City will know if the ordinance is being violated. Mayor Eady stated staff can monitor advertisements. Neighbors will also turn in addresses where they believe it is occurring.

Art Vinson commented that the ordinance excludes many types of dwellings. Mayor Eady stated that the ordinance is intended to allow short-term rentals only in single-family residential property. Erik Oliver pointed out that there are several properties in the City that are single-family residential properties according to zoning but that are being used as multi-family properties.

Mayor Eady stated the ordinance only allows people to have short-term rentals in a single-family detached home that they live in or in a detached separate building on their property.

Jim Windham asked if enforcement of this ordinance would be the responsibility of Bureau Veritas. Mayor Eady advised that generally Bureau Veritas is responsible for enforcement of ordinances, but there is an ongoing discussion regarding how much enforcement power they have. Mr. Windham and Laura McCanless observed that the main methods of detection of properties that are not registered will be scanning advertising sources and relying on neighbors to report violations.

7. **July 4, 2024 Parade Route** (Attachment F)

The staff is seeking input from the City Council on the parade route. Marcia Brooks stated that the staff had received multiple complaints about the parade route ending at Old Church rather than Asbury Street Park last year. Mayor Eady stated that it would cause too many logistical issues to end the parade abruptly at the park. The City Council members were in favor of ending the parade at Old Church.

Mayor Eady stated portable toilets are needed by the tennis courts and at Allen Memorial. To address the problem of people abandoning the parade before Old Church, the application should state that there is an expectation that participants finish the parade.

Chief Mark Anglin stated that the main problem with the parade last year was various groups holding up the progress of the parade. Mayor Eady stated that they should be forced to keep moving.

8. **100-Foot Stream Buffer Ordinance Update** (Attachment G)

Mayor Eady announced that a public hearing and two readings of this ordinance are required before it becomes official. The public hearing and first reading are scheduled for March 4.

9. **Discussion on Possible Change to the City Hall Hours** (Attachment H)

There was no objection to this request from the City Council. Chief Anglin had a concern about how people needing to visit the Police Department would access it between 8:00 a.m. and 9:00 a.m.

Mayor Eady suggested opening the building at 8:00 a.m. and installing a shade at the lobby window. Signage could direct people to the second floor.

**10. Update to the Northeast Georgia Resource Management Plan for Regionally Important Resources** (Appendix I)

Laura McCanless suggested that Catova Creek be nominated. Erik Oliver suggested nominating the historic district of Oxford. Bill Andrew will submit the nominations.

**11. Resolution to Request the Georgia General Assembly to Annex Property into the City of Oxford** (Appendix J)

Laura McCanless asked why the City of Covington insists on the property being under a conservation easement. Bill Andrew stated that conservation easements in these situations usually are intended to development from occurring. Jim Windham suggested finding out if a solar panel array could be installed there within the confines of the conservation easement.

**12. Other Business**

Erik Oliver nominated Juanita Carson for grand marshal of the July 4 Parade.

Erik Oliver stated he plans to request money for work on Yarbrough House and for storyboards.

Jim Windham stated he believes the City should spend some money on Yarbrough House to make it into a history center. There will be items coming out of Old Church that will need to be placed somewhere.

**13. Work Session Meeting Review**

- a. Bring bids for excavator and budget amendment to next Council meeting
- b. Bring bids for painting the maintenance facility to next Council meeting
- c. Bring two ordinances (media productions and short-term rentals) for first and second readings
- d. Use same route for July 4 Parade as last year; emphasize communication about parade ending at Old Church; add portable toilets at tennis courts and at Allen Memorial
- e. Public Hearing and 1<sup>st</sup> reading March 4 on 100-foot stream buffer
- f. Change City Hall hours to 9:00 a.m. – 5:00 p.m. effective 4/1/2024.
- g. Nominate Dried Indian Creek Watershed and Oxford 1837 town plan as regionally important resources
- h. Vote on resolution to request the General Assembly to annex property in the City of Oxford

**14. Executive Session**

None.

**15. Adjourn**

Mayor Eady adjourned the meeting at 8:50 p.m.

Respectfully Submitted,



Marcia Brooks  
City Clerk/Treasurer

**Oxford Mayor and Council**  
**Work Session**  
**Monday, February 19, 2024 – 6:30 P.M.**  
**Oxford City Hall**  
**110 W. Clark Street, Oxford, Georgia**  
**Agenda**

1. **Mayor’s Announcements:**
  - a. The next Oxford College and Oxford City Community Classroom will be on Monday, February 26, 2024, at 6:00 PM at the Community Room here at City Hall.
  - b. The Oxford Historical Society will hold its annual meeting on the same evening as above at The Old Church on Monday, February 26, 2024, at 7:00 PM.
  - c. Solar Power Update: (1) MEAG Power and Pineview LLC, (2) Peak Solarworks
2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.
3. **\*Consider Bids for an Excavator:** The City’s FY 2024 Capital Improvement plan has a total of \$45,000 budgeted for an excavator. The funds are made up from \$15,000 increments in capital funds from 1) Water/Sewer, 2) Streets and 3) Parks, Landscapes, & Recreation. The Takeuchi Bid is \$51,900, the Yancy/Cat bid is \$59,327, and the TEC/Komatsu bid is \$53,500.
4. **\*Consider Bids for Painting the Public Works Building:** The City’s FY 2024 Capital Improvement plan has a total of \$30,000 budgeted for “Painting the Shop.” The funds are made up from \$10,000 increments in capital funds from 1) Water/Sewer, 2) Streets and 3) Electric Utility. We received three bids: (1) Gerald Whitley, \$26,350; (2) Poss Construction Services, \$27,250; (3) Elite Pro Construction, \$27,875.
5. **\*City of Oxford Media Productions Regulation, as Recommended by the Planning Commission –** The City does not currently regulate this activity.
6. **\*City of Oxford Short-Term Rental Regulation, as Recommended by the Planning Commission –** The City does not currently regulate this use.
7. **\*July 4, 2024 Parade Route:** City staff is seeking direction on the 2024 route and any other suggestions the Council may have on improving our event.
8. **\*100-foot Stream Buffer Ordinance Update:** We are planning a Public Hearing and First Read at the March 4<sup>th</sup> Council Meeting and the Second Read and Final Vote at the April 1 Council Meeting. It was discovered this ordinance did not have the required hearing and two readings.
9. **\*Discussion on Possible Change to the City Hall Hours:** Please see the attached document asking to consider hours open to the public changing from 8:00 a.m. to 9:00 a.m.
10. **\*Update to the Northeast Georgia Resource Management Plan for Regionally Important Resources:** The Northeast Georgia Regional Commission is updating the *Northeast Georgia Resource Management Plan for Regionally Important Resources* and requests your assistance with reviewing the accuracy and status of existing Regionally Important Resources (RIRs) that are in or near your jurisdiction. Comments and corrections are due by March 15th.
11. **\*Resolution to Request the Georgia General Assembly to Annex Property into the City of Oxford**

**12. Other Business:**

**13. Work Session Meeting Review:** Mayor Eady will review all the items discussed during the meeting.

**14. Executive Session:** An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

\*Attachments

# Perimeter Takeuchi Quote

**Sales Person – Ron Sterling 316**

3022 Peachtree Ind. Blvd.  
Buford, Ga. 30518

**770-231-5236**

Office 770-614-5730

Fax# 770-614-5492

Customer: City of Oxford

Phone# 404-725-6519

Fax#

Email [jreid@oxfordgeorgia.org](mailto:jreid@oxfordgeorgia.org)

Date	Invoice Number	Customer PO
01/29/24		

Quantity	Description	Serial Number	Stock #	Amount
1	TB240 Canopy Track Excavator 18" Bucket Hydraulic Thumb			\$51,900.00
<b>Sub Total</b>				\$51,900.00
<b>Sales Tax Rate</b>				
<b>Taxes</b>				
<b>Total Amount</b>				\$51,900.00
<b>Down Payment</b>				
<b>Invoice Total</b>				\$51,900.00

Customer Signature \_\_\_\_\_

ACKNOWLEDGEMENTS -I (We) promise to pay the balance due (Invoice Total) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.



Jan 29, 2024

**CITY OF OXFORD**

110 WEST CLARK STREET  
OXFORD  
Georgia  
30054

**RE: Quote 252596-02**

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 303.5 OS Hydraulic Excavators

**STOCK NUMBER:** EM2023049      **SERIAL NUMBER:** 0RE903042      **YEAR:** 2023      **SMU:** 10.80

**MACHINE SPECIFICATIONS**

303.5 07A CR MHE CFG1B	616-3216
303.5 07A CR HYD EXCAVATOR	558-1751
SEAT, SUSPENSION, VINYL	519-9266
TRAVEL LEVERS AND PEDALS	519-9283
CAT KEY, WITH PASS CODE OPTION	525-4465
FILM, PRODUCT LINK, ANSI	541-4787
2 WAY CONTROL	542-1495
FILM, INC. CANADA	542-1504
BOOM LIGHT, LED	542-8886
HYDRAULIC OIL, STD	546-1520
CWT, STANDARD	555-1839
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
ALARM, TRAVEL	558-1744
BOOM, STANDARD	558-1754
CONTROL, 1ST AUX, JOYSTICK	558-1757
LINES, BOOM W/O BLCV	558-1760
LINES, STICK W/O SLCV	558-1763
UNDERCARRIAGE, FIXED, STD BLD	558-1766
CANOPY, ROPS	563-6658
TRACK, 12", RUBBER	566-2914
INSTRUCTIONS, ANSI	569-3572
LINKAGE, BUCKET, W/LIFTING EYE	571-9088
STICK, LONG, W/ THUMB BRACKET	571-9661



DRAIN, ECOLOGY	573-4364
PRODUCT LINK, CELLULAR PL243	573-9677
LINES, BUCKET, LONG STICK	575-2776
BLADE, FIXED, BOCE	575-4418
LINES, 1ST AUX, LONG STICK	575-7225
ENGINE, EPA TIER 4F	576-2961
MONITOR NEXT GEN, NO CAMERA	580-7179
ACCUMULATOR	588-2227
FILM, CANOPY	594-5727
FLOORMAT, CANOPY, W/TRAVEL	594-7895
SEAT BELT, 3" RETRACTABLE	599-7202
FILM, ROPS, ISO, CANOPY	602-3576
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LANE 2 ORDER	0P-9002
BUCKET-HD, 18", 2.9 FT3, 3T	464-9902
COUPLER, PG, MAN.D.LOCK, 3-4T	444-7494
THUMB, HYDRAULIC, 3-4T	452-2740

## Standard Equipment

### POWERTRAIN

Cat C1.7 NA engine  
(U.S. EPA Tier 4 Final/  
JAPAN MLIT Tier 3)

Automatic engine idle  
Automatic engine shutdown  
Automatic two speed travel

### OPERATOR ENVIRONMENT

gauges  
-Maintenance and machine monitoring  
-Performance and machine adjustments  
-Numeric security code  
-Multiple languages  
-Hour meter with wake up switch  
Cup Holder  
Utility space for mobile phone  
ROPS - ISO 12117-2:2008  
TOPS - ISO 12117:1997

Top guard ISO 10262: 1998 Level I  
Adjustable wrist rests  
Non suspension vinyl seat  
Retractable high visibility seat belt  
Removable washable floormat  
Tilt operator station  
Storage pocket  
Skylight  
Mounting bosses for front guard

### OTHER STANDARD EQUIPMENT

Control Pattern Changer  
Caterpillar corporate "one key" system  
Door locks on cab door and external  
enclosure doors  
Lockable fuel cap

Beacon socket  
Joystick travel and steering mode  
Travel cruise control  
Boom light

### INSTRUCTIONS

REGIONAL STANDARD EQUIPMENT INCLUDES:  
United States and Canada

-Accumulator, certified

**POWERTRAIN**

Fuel water separator

**UNDERCARRIAGE**

Track, 300 mm (11.8")  
Dozer blade(BOCE) with float

Tie downs on track frame

**HYDRAULICS**

Variable displacement piston pump  
Smart tech electronic pump  
Load sensing/flow sharing hydraulics  
Automatic swing brake

Hydraulic lockout - all controls  
One and two way auxiliary flow  
Continuous auxiliary flow  
Bio oil capable

**ELECTRICAL**

12 volt electrical system  
Software (machine and monitor)  
65 ampere alternator  
650CCA maintenance free battery

Battery disconnect  
Signaling/warning horn  
12 volt power socket

**OPERATOR ENVIRONMENT**

Product link PLE243 (regulations apply)  
Cab sound pressure 94dB(A) ISO 6395  
Coat hook

Next generation color LCD monitor (IP66)  
-Fuel level and coolant temperature

**INSTRUCTIONS**

-Retractable high visibility  
seat belt 75mm (3")  
-Ecology drain - engine  
-Auxiliary hydraulic lines  
-Auxiliary line quick disconnects  
South America

-Accumulator, certified  
-Retractable high visibility  
seat belt 75mm (3")  
-Ecology drain - engine  
-Auxiliary hydraulic lines  
-Auxiliary line quick disconnects

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SELL PRICE	59,327
CSA	Included
<b>NET BALANCE DUE</b>	<b>59,327</b>
<b>TOTAL QUOTE PRICE</b>	<b>59,327</b>

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**WARRANTY**

CSA                                    24/1000 Parts Only CVA

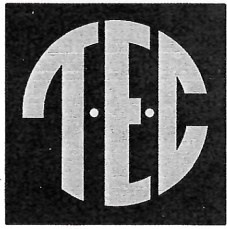
F.O.B/TERMS:

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Robby Tombrello  
Machine Sales Representative



# Tractor & Equipment Company

*Serving the Southeast Since 1943.*

*5732 Frontage Road Forest Park,*

*Georgia 30297*

1/9/24

CITY OF OXFORD  
OXFORD, GA.

TRACTOR AND EQUIPMENT is pleased to quote a New PC35MR-5 Compact hydraulic Excavator equipped as follows:

- Komatsu 3D88E-6 Diesel Engine rated @ 29 h.p.
- ROPS Canopy
- KOMTRAX GPS System (monitors location-production-fault codes)
- 10' Boom and 5'-7" Stick
- 24" Bucket and Hydraulic Thumb
- Dozer Blade
- Pattern Change Valve
- Rubber Tracks
- Travel Time and Mileage (during the warranty) is no charge.
- All other standard equipment

Sourcewell Purchase Price.....\$53,500.00

Sincerely,

  
Jeff Duncan

INVOICE

**GERALD WHITLEY**

GENERAL PAINTING CONTRACTOR

5167 Hackett Street  
Covington, Georgia 30014

Phone  
(770) 787-1960

To: City of OXFORD

OXFORD GA. 30054

Date 1-22, 2024

Painting Requested on  
Maint Building.

- ① WASH BOTH BUILDINGS
- ② PAINT BOTH BUILDINGS  
SAME COLORS AS THEY ARE  
NOW.
- ③ CLEAN ALL THE GLASS ON BUILDING
- ④ PAINT IRON STEPS OUTSIDE STAIRS  
UPSTAIRS. USING OIL BASE  
IND. EMAN.
- ⑤ PAINT ALL THE YELLOW BALLARDS  
SAFETY YELLOW THREE COATS DTM

LABOR & MATERIALS  
FOR ALL THE ABOVE

\$ 26,350.00

IF WE AGREE ON THIS  
QUOTE I WILL NEED TO  
MAKE TWO DRAWS  
Any? CALL ME OR TEXT ME  
770 883-4868

PAYMENT IN FULL IS DUE UPON COMPLETION OF WORK, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.

532645

Invoice

Poss Const. Services

SOLD TO	city of Oxford	SHIP TO	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				1/23/24

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Est. on Maintenance buildings		\$	27,250.00
		prep. Paint both buildings the same color they are now			

# ELITE PRO CONSTRUCTION, INC.

# QUOTE

2274 SALEM ROAD 106-130  
 CONYERS, GA 30013  
 770-317-6637

DATE: JANUARY 22, 2024

EXPIRATION DATE 30 DAYS

TO CITY OF OXFORD  
 WEST WATSON STREET  
 OXFORD, Ga. 30054

JOB LOCATION		PAYMENT TERMS	DUE DATE
REPAINT BUILDING		Due on receipt	Due on completion
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	PRESSURE WASH BUILDING		
	PREP BUILDING FOR PAINTING		
	PAINT EXTERIOR SAME COLOR		
	BOTH BUILDINGS TO BE PAINTED AS-IS		
THANKS, JOHN JONES		SUBTOTAL	
		SALES TAX	
		TOTAL	27,875.00

To accept this quotation, sign here and return: \_\_\_\_\_

# 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 processes 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 reporters, 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 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 apply 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 is 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 always maintained. 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 his/her 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 for 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 the 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 Chief of Police, or his/her designee. 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 City of Oxford Chief of Police, or his/her designee.
- 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.

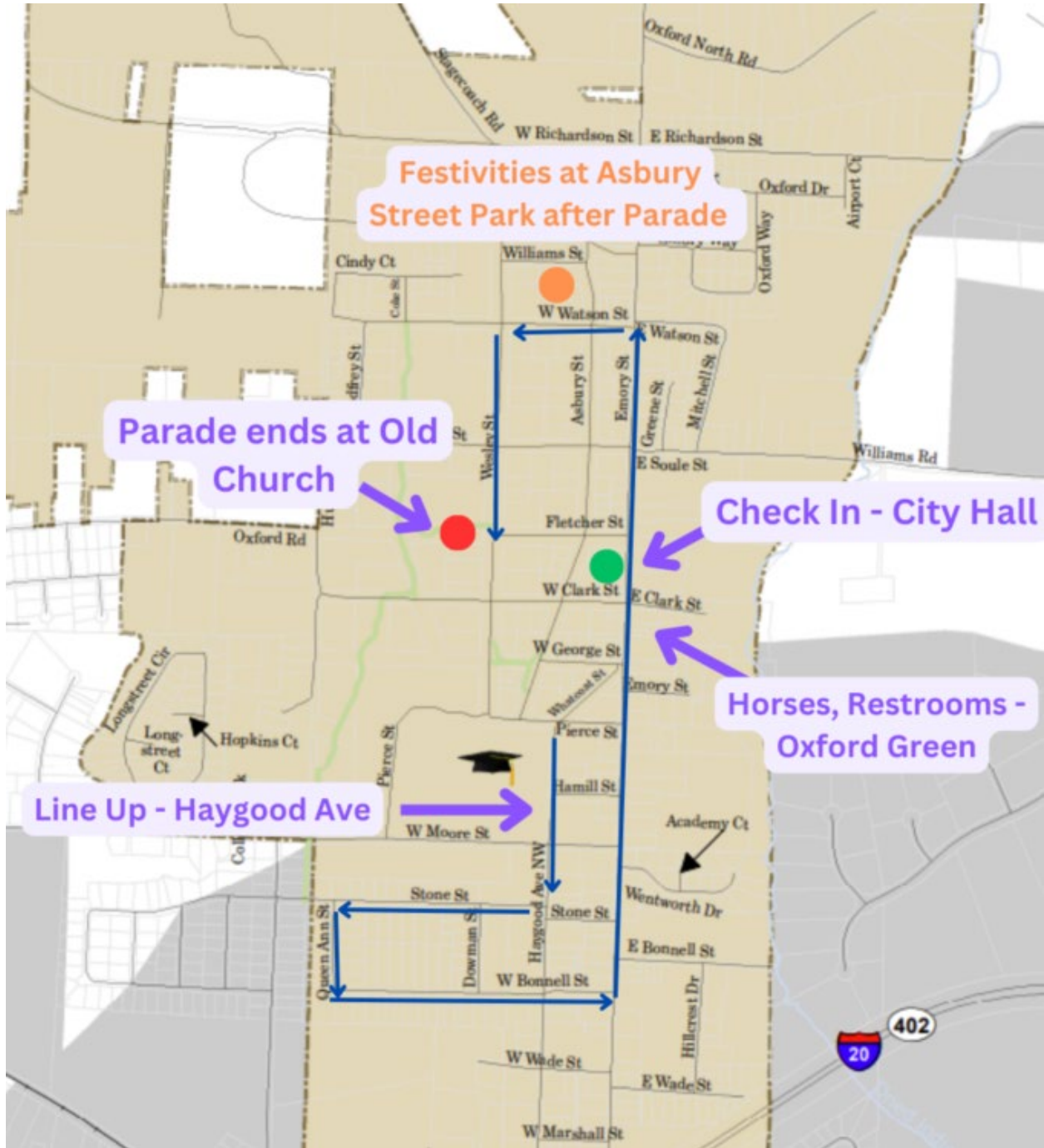
The City Manager or appointed designee shall consider the appeal within thirty (30) days after receipt of an appeal request unless otherwise agreed in writing by the City Manager and the aggrieved party. Following a review and an investigation, the City Manager may either approve the appeal and take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

# July 4, 2023 Parade Route

Is the City Council good with this route being used again for 2024?



## *DIVISION 2. MINIMUM STANDARDS*

### **Sec. 14-132. General provisions.**

- (a) Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the chapter and the NPDES general permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this chapter shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans.
- (b) Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of this division. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements.
- (c) Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this article and the NPDES general permit.

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

### **Sec. 14-133. Best management practices required.**

- (a) Best management practices as set forth in this section shall be required for all land-disturbing activities. Proper design, installation and maintenance of best management practices shall constitute a complete defense to any action by the director or to any other allegation of noncompliance with this subsection or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to O.C.G.A. § 12-5-30(f) a part of the Georgia Water Quality Control Act. As used in this subsection, the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. § 12-7-6(b).
- (b) A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed and maintained shall constitute a separate violation of any land-disturbing permit issued by a local issuing authority or of any state general permit issued by the EPD pursuant to O.C.G.A. § 12-5-30(f), part of the Georgia Water Quality Control Act, for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the director. This subsection shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale, unless the planned disturbance for such construction is equal to or greater than five acres.
- (c) Failure to properly design, install or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a local issuing authority or of any state general permit issued by the EPD pursuant to O.C.G.A. § 12-5-30(f), part of the Georgia Water Quality Control Act, for each day on which such failure occurs.

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- (d) The director may require, in accordance with regulations adopted by the board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
  - (e) The local issuing authority may set more stringent buffer requirements than stated in this section, in light of O.C.G.A. § 12-7-6(c).

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

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

The rules and regulations, ordinances or resolutions adopted pursuant to O.C.G.A. § 12-7-1 et seq., for the purpose of governing land-disturbing activities, shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" published by the state soil and water conservation commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

- (1) Stripping of vegetation, regarding and other development activities shall be conducted in a manner so as to minimize erosion;
- (2) Cut-fill operations must be kept to a minimum;
- (3) Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
- (4) Whenever feasible, natural vegetation shall be retained, protected and supplemented;
- (5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
- (6) Disturbed soil shall be stabilized as quickly as practicable;
- (7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
- (8) Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
- (9) To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized. As used in this subsection, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 et seq.;
- (10) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
- (11) Cuts and fills may not endanger adjoining property;
- (12) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
- (13) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case, that such crossings are kept to a minimum;
- (14) Land-disturbing activity plans for erosion, sedimentation and pollution control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to

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retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in this section;

- (15) ~~Except as provided in subsection (16) of this section, t~~There is established a ~~25~~100-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~~100 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~~100-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:



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- 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.

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

**Sec. 14-136. Injury does not constitute proof or presumption of violation of standards.**

The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this chapter or the terms of the permit.

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

**Secs. 14-137—14-155. Reserved.**



## Memo

**To:** Bill Andrew, City Manager  
**From:** Marcia Brooks, City Clerk/Treasurer *mlb*  
**Date:** February 14, 2024  
**Re:** Proposed Change in Open Hours for City Hall

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I would like to request the Mayor and City Council's consideration of a change to the hours that City Hall is open. Specifically, I request that City Hall be open 9:00 am to 5:00 pm Monday-Friday. Currently we are open 8:00 am – 5:00 pm Monday-Friday.

The main reason I am making this request is that I want to begin having a weekly meeting with my staff during the 8:00-9:00 hour. We are not currently able to do this because of phone calls and customer walk-ins. It would also eliminate the need to come in earlier than 8:00 to get drawers set up, etc., which sometimes results in paid overtime.

Since we have eliminated fees for paying utility bills online, it is easier now for people to make their payments online, and we are encouraging people to utilize that option. We are also adding more alternative options to pay when we go live with our new software in May, including automated pay by phone, setting up automatic automated payments each month, automated emailing of statements, and reviewing/printing their actual statements online. We will also be able to provide a budget billing option, which may help some customers avoid the need to pay their bills just before they are penalized or cut off, and thereby eliminating urgent visits to our office. Also, since court now begins at 1:30 pm rather than 9:30 pm, we would not have the influx of people coming in first thing in the morning.

My proposal does not include changes to employee hours. My staff would still be expected to work 8:00 am – 5:00 p.m. with one hour for lunch. I plan to bring some statistical information to the work session to show what type of volume we have of customers coming in between 8:00-9:00. I feel that this change would be beneficial to my office's operation and management and would have very little impact on customers.

I appreciate your and the Mayor and City Council's consideration.

/mlb

## Bill Andrew

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**From:** Carol Flaute <CFlaute@negrc.org>  
**Sent:** Monday, February 12, 2024 3:32 PM  
**To:** hcooper@co.newton.ga.us; jsmith@co.newton.ga.us; mbanes@co.newton.ga.us; sapplewhaite@co.newton.ga.us; fbaggett@cityofcovington.org; tthomas@cityofcovington.org; jking@cityofcovington.org; agutierrez@cityofcovington.org; jjohnson@cityofcovington.org; bnorthen@mansfieldga.gov; csmallwood@mansfieldga.gov; gellwanger@bellsouth.net; nbornga@bellsouth.net; Bill Andrew; Marcia Brooks; David Eady; fetheridge@cityofporterdale.com; cityclerk@cityofporterdale.com; achapman@cityofporterdale.com  
**Subject:** Request for Review - Existing Regional Important Resources (RIRs)

Dear Newton County and cities within the county,

The Northeast Georgia Regional Commission is updating the *Northeast Georgia Resource Management Plan for Regionally Important Resources* and requests your assistance with reviewing the accuracy and status of existing Regionally Important Resources (RIRs) that are in or near your jurisdiction. **Please submit your comments and corrections by March 15th.**

RIRs within your county that are described in the current plan:

- Alcovy River Greenway
- Bear Creek Reservoir
- Bert Adams Boy Scout Reservation
- Big Haynes Creek/Little Haynes Creek
- Burge Plantation
- Charlie Elliot Wildlife Center
- Factory Shoals County Park
- Gaither Plantation
- Georgia FFA-FCCLA Center
- Georgia Wildlife Federation/ Alcovy Conservation Center
- Oxford College of Emory University
- Salem Methodist Church and Campground
- South River
- Yellow River

How to submit your comments and corrections:

View and comment on existing descriptions here: <https://assets.adobe.com/id/urn:aaid:sc:US:623762df-1e97-4623-a36a-43974ca29f5a?view=published>. This online review document includes all RIR descriptions from the 2018 plan, and there are pin and highlight tools here for marking the specific text or image to which each of your comments refers. You will also be able to see comments from other reviewers. Please read the "INSTRUCTIONS FOR REVIEWERS" in the first comment before beginning your review.

*(Note to Safari users: this online review tool does not work in some versions of Safari; if it doesn't work for you, please use a different browser.)*

What to consider during your review:

Please consider whether the information describing each RIR is accurate and current, whether the resource still exists, and whether there are important details about it that are missing from the description. In addition, if you have any updates related to resource vulnerability or protection efforts, please share that information with us, too.

If you have any questions about this process, please direct them to me ([cflaute@negrc.org](mailto:cflaute@negrc.org)).

Sincerely,

**CAROL MYERS FLAUTE, AICP | SENIOR COMMUNITY PLANNER**

Planning & Government Services

**NORTHEAST GEORGIA REGIONAL COMMISSION**

305 Research Drive, Athens, GA 30605

(Direct) 706-550-6393 | (Main) 706-369-5650

[WWW.NEGRC.ORG](http://WWW.NEGRC.ORG)

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**From:** [Laura McCanless](#)  
**To:** [DavidEady-Ext](#); [Bill Andrew](#); [David Eady](#); [Erik B. Oliver](#); [grholt@charter.net](mailto:grholt@charter.net); [Mike Ready](#); [James Windham](#); [Jeff Wearing](#)  
**Subject:** Re: NEGRC Regionally Important Resources - Nomination Notice  
**Date:** Friday, January 26, 2024 10:27:12 AM

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David and Bill,

I think we should absolutely include **Catova (DIC), Turkey Creek, and the lakes in the north section of town.**

Not only are they **water resources**, but they provide **vital natural habitat** in an area where it is becoming increasingly rare. Additionally, they provide **opportunities for outdoor human recreation**: Nearly all of our children have played in the creeks, learning about the natural world; we walk and cycle along our Turkey Creek Trail, and I've also run into one couple bird-watching; I've learned that there are a few students that, as a result of our invasive pulls, now walk along Catova Creek.

As we know from the fish studies done by the DNR Stream Team, Catova Creek has many native fish species, salamanders, and crayfish.

The lakes have a multitude of native fish, Beavers, Turtles and Snakes of several varieties, Kingfishers, Great Blue Heron, an occasional Egret (!), and River Otters. The expected usual species have been observed around the perimeters (wild turkey, deer, racoons, possum, etc. I know Philip's lake was called Kingfisher Lake by the Gruenhutts and now by him as well. Not sure about the upper lake's name.

Including these waterways may also add to their consequence when we are applying for grants.

Thanks for the opportunity for input!

Laura

---

**From:** dseady@gmail.com <dseady@gmail.com>  
**Sent:** Thursday, January 25, 2024 8:45 PM  
**To:** Bill Andrew <bandrew@oxfordgeorgia.org>; David Eady <dseady@oxfordgeorgia.org>; Erik B. Oliver <Erikboliver@gmail.com>; grholt@charter.net <grholt@charter.net>; Laura McCanless <lmccanless@oxfordgeorgia.org>; Mike Ready <mready@oxfordgeorgia.org>; James Windham <jwindham@oxfordgeorgia.org>; Jeff Wearing <jwearing@oxfordgeorgia.org>  
**Subject:** Re: NEGRC Regionally Important Resources - Nomination Notice

If any council member would like to suggest we nominate an additional resource, please let Bill or me know, and we'll all discuss and decide at the council meeting.

Get [Outlook for iOS](#)

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**From:** Bill Andrew <bandrew@oxfordgeorgia.org>

**Sent:** Thursday, January 25, 2024 2:48:38 PM

**To:** David Eady <dseady@oxfordgeorgia.org>; Erik B. Oliver <Erikboliver@gmail.com>; grholt@charter.net <grholt@charter.net>; Laura McCanless <lmccanless@oxfordgeorgia.org>; Mike Ready <mready@oxfordgeorgia.org>; James Windham <jwindham@oxfordgeorgia.org>; Jeff Wearing <jwearing@oxfordgeorgia.org>

**Subject:** FW: NEGRC Regionally Important Resources - Nomination Notice

Mayor and Council,

Please see below for details. It would seem from the 2018 Plan that Oxford College is the only site included for Oxford. It does not appear necessary for the Council to take official action on a nomination, so if there is something you would like to nominate (building, environmental feature, institution, etc.), please feel free to do so.

Please let me know if I may be of assistance.

Bill

---

**From:** Mark Beatty <MBeatty@negrc.org>

**Sent:** Thursday, January 25, 2024 11:10 AM

**To:** Bill Andrew <bandrew@oxfordgeorgia.org>

**Subject:** NEGRC Regionally Important Resources - Nomination Notice

Dear Bill

The Northeast Georgia Regional Commission (NEGRC) invites the City of Oxford to nominate sites within the 12-county Northeast Georgia Region for recognition as regionally important natural or cultural resources for inclusion in the 2024 update of the [Northeast Georgia Resource Management Plan for Regionally Important Resources](#).

**The deadline for nominations is March 1, 2024.** Please submit your nominations through the form at <https://arcg.is/OqLr9H1>. Share this link with relevant staff and elected officials as you see fit.

For more information about the plan and the update process, see <https://arcg.is/4eySL>.

Please help us protect and enhance natural and cultural resources that are important to your organization or community by nominating them!

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### **Additional information about the nomination process:**

*What is the purpose of the Resource Management Plan?*

This document identifies important natural and cultural resources throughout the twelve-county region and offers guidance for the protection and management of these resources. In addition, the plan is taken into consideration when determining and planning for the impacts of new development.

*What kinds of resources can I nominate?*

Consider natural and cultural resources that your community or organization would consider to be of significant importance to the Northeast Georgia region. Resources can take many forms, such as structures, trails, districts, protected areas, or natural features. Only sites within the 12-county Northeast Georgia Region may be nominated (Athens-Clarke, Barrow, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe, and Walton counties).

*How can I find out what RIRs are already included in the plan?*

You can check the [2018 Resource Management Plan](#) or search the [map](#) on our plan update website. Resources already included in the 2018 plan do not need to be re-nominated.

*Who can I contact for more information?*

Contact Carol Flaute, Senior Community Planner, at [cflaute@negrc.org](mailto:cflaute@negrc.org) or 706-369-5650.

**MARK BEATTY** | DIRECTOR

Planning & Government Services

**NORTHEAST GEORGIA REGIONAL COMMISSION**

305 Research Drive, Athens, GA 30605

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**STATE OF GEORGIA  
COUNTY OF NEWTON**

**RESOLUTION**

**TO PETITION THE GEORGIA GENERAL ASSEMBLY TO ENACT A LOCAL ACT TO ANNEX THE PARCELS LOCATED ON AARON DRIVE AND KEEGAN COURT, COVINGTON, GEORGIA 30014 INTO THE CITY OF OXFORD PURSUANT TO ARTICLE 1(A), CHAPTER 36, TITLE 36, OFFICIAL CODE OF GEORGIA, ANNOTATED; AND TO REPEAL, REVOKE AND SUPERSEDE ALL RESOLUTIONS OR ORDINANCES IN CONFLICT.**

**WHEREAS**, the City of Oxford, Georgia, hereinafter referred to as the (“City”) pursuant to O.C.G.A. Secs. 36-36-1 through 36-36-11, O.C.G.A. Sec. 28-1-14, O.C.G.A. Sec. 36-35-2, and O.C.G.A. Secs. 36-36-15 through 36-36-16, may request the Georgia General Assembly to pass a Local Act to annex parcels into the City; and

**WHEREAS**, the Mayor and Council of the City of Oxford deem it in the best interest of the government, the residents of Oxford and the public to request that the General Assembly enact a Local Act to annex the following seven (7) parcels, located on Aaron Drive and Keegan Court, Covington, Georgia 30014 into the City; and

**WHEREAS**, the City of Oxford is the legal owner of all seven (7) parcels, respectively located at 9101, 9121, 9131 and 9141 Aaron Drive, and 7101, 7111 and 7135 Keegan Court, Covington, Georgia 30014; and

**WHEREAS**, the City of Oxford requests that these seven (7) parcels, respectively located at 9101, 9121, 9131, and 9141 Aaron Drive, and 7101, 7111, and 7135 Keegan Court, Covington, Georgia 30014, be annexed into the City subject to Commercial (C) Zoning Category, within the Oxford Zoning Ordinance (which is the most analogous zoning category as the parcels were formerly zoned within the City of Covington, from which the parcels are de-annexed (M2 – Heavy Industrial)); and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF OXFORD**, that the Georgia General Assembly is requested to enact a Local Act to annex the seven (7) parcels, respectively located at 9101, 9121, 9131, and 9141 Aaron Drive, and 7101, 7111, and 7135 Keegan Court, Covington, Georgia 30014 into the City of Oxford:

The parcels are identified as follows:

All those tracts or parcels of land lying and being in Land Lots 270, 271, 287 and 288 of the 9th Land District, Newton County, Georgia, and being Lots 5, 6, 7, 8, 9, 10 and 11, 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.



Said properties respectively being now known as 9101, 9121, 9131, and 9141 Aaron Drive, and 7101, 7111, and 7135 Keegan Court, Oxford, Georgia 30054, and formerly known as 9101, 9121, 9131, and 9141 Aaron Drive, and 7101, 7111, and 7135 Keegan Court, Covington, Georgia 30014, in accordance with the current system of numbering houses in Newton County, Georgia.

**RESOLVED AND APPROVED** by the Mayor and Council of the City of Oxford, Georgia, this \_\_\_\_ day of \_\_\_\_\_ 2024.

**CITY OF OXFORD**

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

\_\_\_\_\_  
**James H. Windham, Council Member**

\_\_\_\_\_  
**Erik Oliver, Council Member**

\_\_\_\_\_  
**George R. Holt, Council Member**

\_\_\_\_\_  
**Laura McCanless, Council Member**

\_\_\_\_\_  
**Michael Ready, Council Member**

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

**ATTEST:**

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

**{The Seal of the City of Oxford, Georgia}**

**APPROVED AS TO FORM:**

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

**INTERGOVERNMENTAL AGREEMENT REGARDING  
PURSUIT OF A LOCAL ACT DEANNEXING AND  
ANNEXING CERTAIN PARCELS CURRENTLY WITHIN  
THE CITY OF COVINGTON IN ORDER TO ANNEX SAME  
INTO THE CITY OF OXFORD AND FOR OTHER  
RELATED PURPOSES**

This Intergovernmental Agreement entered into this the \_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”), by and between the **CITY OF OXFORD**, a Georgia municipal corporation acting by and through its Mayor and Council (hereinafter “Oxford”), and the **CITY OF COVINGTON**, a Georgia municipal corporation acting by and through its Mayor and Council (hereinafter “Covington”).

**WITNESSETH**

**WHEREAS**, Oxford is the legal owner of seven (7) parcels currently within the city limits of Covington adjacent to the external boundary of Oxford, which parcels are located at 9121 Aaron Drive, 9141 Aaron Drive, 9101 Aaron Drive, 9131 Aaron Drive, 7135 Keegan Court, 7111 Keegan Court and 7101 Keegan Court, as more particularly described hereinafter (collectively the “Parcels”); and

**WHEREAS**, the only vehicular access to the Parcels is over and across Covington streets maintained by Covington; and

**WHEREAS**, Oxford is desirous that the Parcels be annexed into Oxford to be owned by Oxford as recreational greenspace, perpetually protected from development for other purposes; and

**WHEREAS**, Covington supports the deannexation of the Parcels from Covington in order that Oxford may annex the Parcels, subject to Oxford’s agreement to retain ownership of the Parcels to be used only as recreational greenspace, perpetually protected from development for other purposes; and

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, Oxford desires to contract with Covington upon the terms set forth in this Intergovernmental Agreement to limit future development of the Parcels in order to assure Covington that Covington’s cost to maintain roads and streets providing the sole vehicular access to the Parcels, without any offsetting municipal ad valorem taxes being paid to Covington from the Parcels, will not materially increase as a result of Oxford’s annexation.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. Oxford and Covington will, contemporaneously with adoption of this Intergovernmental Agreement, both promptly adopt resolutions in support of a petition to the Georgia General Assembly to enact a local act to annex the Parcels into Oxford.
2. The Parcels shall be further defined as set forth at Exhibit "A" attached hereto and incorporated herein by reference.
3. Oxford's Mayor and Council, by approving this Intergovernmental Agreement, authorize and direct execution and recordation by Oxford of a perpetual conservation easement in favor of Covington, in the form attached hereto at Exhibit "B" and incorporated herein by reference (the "Conservation Easement"), such execution and recordation to occur upon the effective date of the annexation by local act.
4. Oxford shall take no action to violate the Conservation Easement, to condemn Covington's interest in the Parcels pursuant to the Conservation Easement or to otherwise challenge the validity and enforceability of the Conservation Easement.
5. In the event Oxford violates the terms of this Intergovernmental Agreement, Covington may bring an action in law or equity to enforce the terms of this Intergovernmental Agreement. Covington is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, or reimbursement of expenses. If the court determines that either party has acted in bad faith, then the court may require such bad actor to reimburse the other party's reasonable costs and attorney fees.
6. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
9. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
11. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
12. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.

- 13. This Agreement shall be binding upon the parties and their successor and assigns for the full period of a term commencing upon the date of annexation of the Parcels into Oxford and continuing thereafter for a term of fifty (50) years.
- 14. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

**THE CITY OF OXFORD, GEORGIA**

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

Attest: \_\_\_\_\_  
Marcia Brooks, City Clerk

**THE CITY OF COVINGTON, GEORGIA**

By: \_\_\_\_\_  
Fleeta Baggett, Mayor

Attest: \_\_\_\_\_  
Audra Gutierrez, City Clerk

\*\*\*\*\*

STATE OF GEORGIA )

)

CONSERVATION EASEMENT

COUNTY OF NEWTON )

This Conservation Easement (hereinafter referred to as this "Easement") is granted this \_\_\_\_ day of \_\_\_\_\_, 2024, by the CITY OF OXFORD, a Georgia municipal corporation having an address of 110 W. Clark Street, Oxford, Georgia 30054, (hereinafter collectively referred to as "Grantor") in favor of the CITY OF COVINGTON, a Georgia municipal corporation having an address of Post Office Box 1527, Covington, Georgia 30015, it successors, heirs and assigns, (hereinafter collectively referred to as "Grantee");

WITNESSETH:

WHEREAS, Grantor has heretofore acquired fee simple title to certain real property located in Land Lots 270, 271, 287 and 288 of the 9<sup>th</sup> Land District, Newton County, Georgia, said real property comprising 7 lots, and being more particularly described at Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Grantor is desirous of granting to Grantee, and Grantee is agreeable to accepting from Grantor, a perpetual conservation easement pursuant to O.C.G.A. Sec. 44-10-1 et. seq. for assuring open-space values; and

WHEREAS, the Property possesses open space values of importance to the Grantor, the biological integrity of other land in the vicinity of the Property, which has been modified by development, the Grantee and the public (hereinafter referred to as the "Open-Space Values").

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged by the Parties, the Grantor, for itself, its successors, its successors in title and assigns, does hereby declare, establish, grant, convey and impose and provide as follows:

1. Grantor conveys to Grantee a perpetual conservation easement over the Property to insure that it will be perpetually preserved in its natural condition. Except as otherwise expressly provided in this Easement, any use of the Property which may impair or interfere with the Open-Space Values, as hereinafter further defined, are expressly prohibited. Grantor agrees to confine its use of the Property to activities consistent with the purposes of this Easement and preservation of the Open-Space Values.

2. The conveyance herein is a gift from the Grantor to the Grantee.

3. Any activity on or any use of the Property inconsistent with the purposes of this Easement or detrimental to the Open-Space Values is expressly prohibited. Without limiting the generality of the foregoing, the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Property:

a. Division. Any division or subdivision of the Property is prohibited.

b. Commercial Activities. Except as otherwise expressly provided in this Easement, commercial or industrial activity is prohibited.

c. Construction. Except as otherwise expressly provided in this Easement, the placement or construction of any building, structure, or facility, including by way of example, but not limited to, dwellings, sheds, shelters, parking lots, building pads, platforms, pipelines, sewage treatment facilities, roads, driveways, docks, towers, and tanks is prohibited. Construction of fences or walls at or near the Property boundaries, shared use paths for pedestrian (foot traffic) and cyclists are expressly excepted from this prohibition. Said trails are to be no wider than fifteen (15') feet in width. No more than 10% of the Property may be subject to land disturbing activities. Grantor shall be permitted (with the concurrence of Grantee), to construct parking, trailhead improvements consistent with the maintenance of creek and pedestrian footpaths, and other passive recreation activities.

d. Cutting Vegetation. Except as otherwise expressly provided in this Easement or in connection with ordinary landscaping and maintenance to keep the Property sightly any permitted activity which shall be the minimum necessary for the activity, the cutting or removal of trees and/or woody understory vegetation shall be prohibited except to cut and remove, without prior notice to Grantee, trees or understory vegetation that are dead or diseased in the written opinion of a registered forester. Trees and vegetation deemed dangerous shall be cut or removed only with Grantee's written consent, which consent shall not be unreasonably withheld. Grantee's consent shall not be required prior to cutting or removal, however, in the event any tree or vegetation poses an immediate threat to public safety or preservation of property. Upon detection or notice of the presence of beetle infestation, Grantor shall promptly cut and remove such diseased trees.

e. Land Surface Alteration. Except as provided in 3(c) above, any mining or alteration of the surface of the land is prohibited. No quarrying, excavation, depositing,

or removal of rocks, minerals, gravel, sand, soil, or other similar materials from the Property shall occur, except in connection with an activity or construction permitted herein.

f. Dumping. Waste and unsightly or offensive materials are not allowed and may not be accumulated on the Property. No dumping, depositing, or abandoning, discharging, or release of any gaseous, liquid, or solid wastes, substances, materials, or debris (specifically including hazardous or toxic materials) of whatever nature on, in, over, or under the ground or into surface or ground water of the Property shall occur. The foregoing to the contrary notwithstanding, trash cans shall be allowed along pedestrian paths or trails and at any permitted improvement. No such trash can, however, shall have a volume larger than thirty (30) gallons.

g. Billboards and Signage. Billboards, outdoor advertising structures and signs are prohibited. A reasonable number of signs not to exceed six (6) square feet may, however, be displayed to state:

- i. The area protected by this Easement.
- ii. Prohibition of any unauthorized entry or use.
- iii. Directional signs related to any pedestrian path or trail system on the Property.
- iv. Instructional or educational signs promoting the Open-Space Values of the Property.

The Grantee has the right to place signs on the Property which identify the land as being protected by this Easement. The number and location of any signs are subject to Grantor's reasonable approval.

h. Overnight Camping. Overnight camping on the Property is prohibited.

i. Underground Storage Tanks. No below ground storage tanks containing liquid fuels, such as heating oil or gasoline, and other chemical solutions (whether hazardous or otherwise) may be installed, placed, constructed or maintained on the Property.

5. The Grantor confers the following rights upon the Grantee to perpetually maintain the Open-Space Values of the Property:

a. Right to Enter. The Grantee has the right to enter the Property at reasonable times to monitor or to enforce a compliance with this Easement.

b. Right to Preserve. The Grantee has the right to prevent any activity on or use of the Property that is inconsistent with purposes of this Easement.

c. Right to Require Restoration. The Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

6. Grantor reserves to itself and to its personal representative, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, and subject to the terms of this Easement, the following rights are expressly reserved:

a. Right to Convey. The Grantor retains the right to sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms of this Easement and the subsequent owner will be bound by all obligations in this Easement.

b. Right to Maintain and Replace Existing Improvements. The Grantor retains the right to maintain, renovate and replace any existing improvement(s) as noted in the Baseline Documentation in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure nor unnecessarily impact the surrounding easement area.

c. Right to Use for Recreational Purposes. The Grantor retains the right of pedestrian ingress and egress and to use the Property for passive recreational uses including hunting, hiking, and fishing.

7. In the event of a breach by Grantor of any of the provisions contained in this Easement, the following cumulative remedies shall be available to Grantee.

a. Delay in Enforcement. A reasonable delay in the enforcement shall not be construed as a waiver of the Grantee's right or later enforce the terms of this Easement.

b. Acts Beyond the Grantor's Control. The Grantee may not bring an action against the Grantor for modifications to the Property resulting from causes beyond Grantor's control. Grantor shall, however, exercise reasonable diligence in policing and maintaining the Property.

c. Notice and Demand. If the Grantee determines that the Grantor is in violation of this Easement, or that a violation is threatened, the Grantee shall provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. Such written notice will identify the violation and request corrective action to cure the violation or to restore the Property.

d. Failure to Act. If, for a 28 day period after written notice, the Grantor continues in violation of this Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or equity to enforce the terms of this Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses, or an order compelling restoration of the Property.



If the court determines that the Grantor has acted in bad faith, then the court may require the Grantor to reimburse the Grantee's reasonable costs and attorney fees.

e. Grantor's Absence. If the Grantee determines that this Easement is, or is expected to be, violated, the Grantee will make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that the circumstances justify prompt action to mitigate or prevent impairment of the Open-Space Values, then the Grantee may pursue its lawful remedies without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all costs associated with this effort.

f. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitutes immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

g. Cumulative Remedies. The preceding remedies of Grantee are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

8. In accepting this Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. Grantor, however, shall have no liability for payment of taxes, if any, levied upon or assessed upon the Open-Space Values. The Grantee, its members, directors, officers, employees and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Property. Subsequent owners of the Property will similarly defend and indemnify the Grantee for any claims arising during the tenure of their ownership.

9. If the Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a "qualified organization" for purposes of Internal Revenue Code Section 170(h)(3). The Grantee's rights and responsibilities shall be assigned to the following named entities in the following sequence:

a. Newton County, Georgia; or

b. Any other entity having similar conservation purposes to which such rights may be awarded under the cy pres doctrine.

10. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purposes. If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

11. This Easement shall be liberally construed in favor of maintaining the Open-Space Values of the Property and in accordance with O.C.G.A. 44-10-4.

12. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and effective on the date of delivery when served personally or sent by nationally recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 12). If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing:

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

City of Covington  
2194 Emory Street, NW  
Covington, Georgia 30014

13. Any modification hereof shall be in writing, and shall be properly and promptly filed in the public records of Newton County, Georgia, and shall require the written consent of the owner of the Property and the Grantee.

14. The easements and restrictions herein set forth shall run with the land and be binding upon Grantor, its respective heirs, executors, legal representative, successors, successors-in-title, and assigns, and all those (including mortgagees and tenants) now or hereafter holding under any of them. This Easement is made and intended as a Georgia contract and shall be so construed.

15. Governmental Denials. If, despite the reasonable efforts of Grantor, a state or federal governmental authority, excepting Grantor, denies Grantor the right to exercise any use or activity permitted by this Easement because a limiting provision(s) of this Easement prevents Grantor from complying with an adopted law, ordinance or regulation, Grantee shall permit the minimum variation from such limiting provision(s) of this Easement as is necessary to achieve governmental compliance in order to exercise such use or activity, provided such variation is consistent with the purposes of this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement under seal, the day and year first above written.

GRANTOR:

CITY OF OXFORD

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
By: David S. Eady  
As Its: Mayor

\_\_\_\_\_  
WITNESS

Attest: \_\_\_\_\_  
Marcia Brooks, Clerk

\_\_\_\_\_  
NOTARY PUBLIC, STATE  
OF GEORGIA

GRANTEE:

CITY OF COVINGTON

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
By: Fleeta S. Baggett  
As Its: Mayor

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
NOTARY PUBLIC, STATE  
OF GEORGIA

## **Exhibit “A”**

**All that tract or parcel of land lying and being in Land Lots 270, 271, 287 and 288 of the 9<sup>th</sup> Land District, Newton County, Georgia, and being Lots 5, 6, 7, 8, 9, 10 and 11, 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.**