



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
SPECIAL CALLED WORK SESSION
FY2025 OPERATING AND CAPITAL BUDGETS
FY 2025-2029 CAPITAL IMPROVEMENT PLAN
THURSDAY, APRIL 18, 2024 – 8:00 AM**

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

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

ELECTED OFFICIALS NOT PRESENT:

Mike Ready – Councilmember
Jeff Wearing – Councilmember

OTHERS PRESENT: None.

Agenda (Attachment A)

1. The meeting was called to order by the Honorable David S. Eady, Mayor.
2. **FY 2025 Capital Budget and FY 2025-2029 CIP** (Attachment B)
 1. Leave wayfinding plan in FY 2025. Bill Andrew will contact Atkins about having an audit conducted of current signs using these funds.
 2. Finance software – Marcia Brooks will find out how much of this project will be invoiced in FY 2024 to determine how much to put in FY 2025.
 3. A/V Upgrade – goal is to get to a standard list of requirements to use in a RFP.
 4. Trail design – probably only design and engineering in FY 2025.
 5. Nature trails and Coke Street trail pushed out to future years.
 6. Delete lawnmowers – no justification.

7. Asbury Street Park – Bill Andrew will contact Atkins about a task order to work on a plan to replace the turf. Jim Windham suggested asking Newton County to help pay for this cost.
8. Delete E. Soule Street full depth reclamation.
9. Need to add consultation and design costs to Whatcoat Street line item (per George Holt). Jim Windham requested a full list of all costs for projects because the funds come from multiple sources. Erik Oliver suggested moving the Whatcoat Street construction costs out beyond FY 2025.
10. Jim Windham suggested having Keck & Wood review plans for next sidewalk projects before construction begins to see if there are other streetlight options. Some dissatisfaction was expressed concerning the streetlights already installed on the north end of Emory Street.
11. Mayor Eady expressed the need to plan for stormwater improvements on a schedule in the Capital budget each year. The CIP includes \$50,000 for each year. Cost of the stormwater annual report should come out of the Operating budget. Bill Andrew mentioned that most, if not all of the pipe in Oxford lacks head walls and wing walls. The type and size of pipe currently installed is inadequate. Mr. Andrew suggested adding a stormwater utility to the City. Erik Oliver suggested increasing the FY 2025 amount to \$150,000. Jim Windham suggested \$100,000 pending more details about needs.
12. Increase speed humps to six (6) at \$6,400 each.
13. More justification needed for F150 requested by Jody Reid. Why is F150 needed? Why not a smaller truck? Why is a replacement vehicle needed with City going to smart meters?
14. Justification needed for small bucket truck.
15. Leave \$250,000 for power system upgrades. This was for the defunct solar project. Erik Oliver suggested possibly using this for land acquisition and include a line item each year for land acquisitions.
16. Add GEFA Sinking Fund balance to sources of funding.
17. Add \$250,000 for water line replacement in FY 2025.
18. Mayor Eady asked Chief Anglin to plan out his Capital needs for the Public Safety portion of the SPLOST 2023 referendum total budget (\$250,000)
19. Include replacement of carpeting in Police Department for \$17,000 in FY 2025 using SPLOST 2023 Public Safety funds.
20. Space needs assessment needed for whole building, not just interview room for Police Department.

3. Other Business

4. Work Session Meeting Review

5. **Executive Session**

None.

6. **Adjourn**

Mayor Eady adjourned the meeting at 11:55 a.m.

Respectfully Submitted,



Marcia Brooks
City Clerk/Treasurer

Oxford Mayor and Council
Special Called Budget Work Session
Thursday, April 4, 2024 – 8:00 am – 12 noon
Oxford City Hall
110 W. Clark Street – Oxford GA 30054
A G E N D A

1. **Mayor's Announcements**
2. ***First Review of FY 2025 Capital Budget**
3. ***First Review of FY 2025-2029 Capital Improvement Plan**
4. **Other Business**
5. **Work Session Meeting Review** – Mayor Eady will review all the items discussed during the meeting.
6. **Executive Session** - An Executive Session could potentially be held for Land Acquisition/Disposition, Addressing Pending or Potential Litigation, and/or Personnel.

*Attachments



Capital Improvement Plan FY 2025 - FY 2029

Capital Budget - July 1, 2024 - June 30, 2025

Adopted XX/XX/2024

Mayor David S. Eady

Councilmembers

Jeff Wearing - Erik Oliver
Laura McCanless - George Holt
Mike Ready - Jim Windham

Bill Andrew, City Manager
Marcia Brooks, City Clerk/Treasurer
Mark Anglin, Police Chief
Jody Reid, Supervisor of Public Works and Utilities

FY2025 Capital Budget Draft v. 1

Project Description	FY 2025	FY2026	FY2027	FY2028	FY2029	Five-Year Total	Comments
General	153,333	-	-	60,000	-	213,333	
City Limit Monument Sign and Landscape Improvements				60,000		60,000	\$60K budgeted each year (FY20-22)
Finance Software Upgrade	33,333					33,333	Share of \$100K to upgrade software
Wayfinding Plan and Design Standards - Dev and Imp	20,000					20,000	
Landscaping Around City Hall	50,000					50,000	
AV System Council Chamber/Courtroom	50,000					50,000	
Parks, Landscapes, and Recreation	5,737,000	400,000	200,000	200,000	-	6,537,000	
Catova Creek Restoration and Greenway Trail	2,125,000					2,125,000	\$900K in Congressional funding; \$1M in GOSP grant funding
Nature Parks on Giles and Little properties			200,000	200,000		400,000	Plan and implement improvements
Coke Street Trail from Watson to Richardson Street		400,000				400,000	Preliminary plan complete; design/engineering and construction remains
3 Trails Project	3,500,000					3,500,000	\$200K added to original grant amount for contingency cost overruns in original scope
Grounds Maintenance Equipment - Lawnmowers (2)	25,000					25,000	Preference to electric zero-point-turn mower with mulch guard or rear discharge
Playground Canopy and Benches ASP	87,000					87,000	
Streets, Drains, Sidewalks, and Street Lamps	5,595,344	1,124,608	1,083,359	1,086,273	-	8,889,584	
Street Repairs and Resurfacing (annual schedule)	600,344	574,608	533,359	536,273		2,244,584	\$200K was budgeted previously for each year FY22-26; 10-year schedule
E. Clark Street Improvements	225,000					225,000	\$450K was budgeted in FY22 but not spent; could be integrated with street repair/resurfacing
Whatcoat Street Improvements	700,000					700,000	\$300K was budgeted each year FY20-22; could defer until town center phase one completed
Emory Street Sidewalk Replacement (Post Office to Soule St)	500,000					500,000	\$300K budgeted in FY23. This estimate came from K&W
E. Soule Street Improvements (full-depth reclamation, etc.)	3,500,000					3,500,000	Need external funding (Georgia DOT?)
Stormwater Infrastructure Improvements	50,000	50,000	50,000	50,000		200,000	Several ditches need cleaning out and pipes bored-out/replaced
Emory Street/Highway 81 Complete Streets Plan and Dev		500,000				500,000	Assumes cost-sharing with GDOT
Emory Street/Highway 81 Bridge and Connectivity over I-20				500,000		500,000	Assumes cost-sharing with GDOT and City of Covington
City-Wide Complete Streets Plan and Development			500,000			500,000	Might be eligible for GDOT funding
Speed Tables E. and W. Soule Street	20,000					20,000	
Electric Utility	866,849	120,000	120,000	120,000	-	1,226,849	
Electric System Improvements	120,000	120,000	120,000	120,000		480,000	Annual pole replacement and system upgrades
Vehicle Replacement (Ford F150)	25,000					25,000	Assumes pickup truck replacement
Finance Software Upgrade	21,849					21,849	Share of \$100K to upgrade software
Smart Meters	300,000					300,000	\$300K was budgeted each year in FY19, FY20, and FY21
Power System Upgrades	250,000					250,000	
Small Bucket Truck	150,000					150,000	
Water and Sewer Utility	973,333	585,000	585,000	585,000	-	2,728,333	
Water Line Replacement	585,000	585,000	585,000	585,000		2,340,000	Originally budgeted for SFRF Grant+ARPA and Capital Funds
Smart Meters	300,000					300,000	\$300K was budgeted each year in FY19, FY20, and FY21
Vehicle Replacement (Ford F150)	30,000					30,000	
Finance Software Upgrade	33,333					33,333	Share of \$100K to upgrade software
Equipment Trailer (Jody)	25,000					25,000	
Police Department	67,000	-	-	-	-	67,000	
Replace Flooring	17,000					17,000	
Interview Room Construction	50,000					50,000	High repair/maintenance costs suggest need to replace existing vehicles
Downtown Development Authority	-	-	200,000	200,000	-	400,000	
Architecture and Engineering for Town Center Development			200,000	200,000		400,000	Funds may be reimbursed to the city with financing for construction
TOTAL	13,392,859	2,229,608	2,188,359	2,251,273	-	20,062,099	

FY2025 Capital Budget Draft v. 1

Account Number	Project Description	FY2025								
		Cost	Capital/Gold Reserve	Georgia Fund 1	Water/Sewer Capital	Electric Capital	SPLIST 2017 Excess Allocations	SPLIST 2023 Original Allocations	External Funds	Subtotals
General										
350.4200.522201.000	Wayfinding Plan and Design Standards - Develop and Implement	20,000	20,000							153,333
350.1512.521301.000	Finance Software Upgrade	33,333	33,333							20,000
	AV System for Council Chamber/Courtroom	50,000		50,000						33,333
	Landscaping Around City Hall	50,000		50,000						50,000
Parks, Landscapes, and Recreation										
350.6200.117100.001	Catova Creek Restoration and Greenway Trail	2,125,000	225,000						1,900,000	2,125,000
350.6200.541200.003	3 Trails Project	3,500,000	1,300,000						2,200,000	3,500,000
	Coke Street Trail from Watson to Richardson Street									-
	Nature Parks on Giles and Little Properties									-
350.6200.542100.001	Grounds Maintenance Equipment - Lawnmowers (Jody)	25,000	25,000							25,000
	Playground Canopy and Benches ASP (Laura)	87,000						87,000		87,000
Streets, Drains, Sidewalks, and Street Lamps										
350.4200.541400.001	Street Repairs and Resurfacing (annual schedule)	600,344	571,844						28,500	600,344
	E. Soule St. Improvements (full depth reclamation, etc.)	3,500,000		3,500,000						3,500,000
322.4200.541400.000	E. Clark Street Improvements	225,000	55,518	169,482						225,000
322.4200.541400.000	Whatcoat Street Improvements	700,000		700,000						700,000
350.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule St.)	500,000						500,000		500,000
350.4250.541200.000	Stormwater Infrastructure Improvements and Reporting	50,000		50,000						50,000
	Speed Tables E. and W. Soule Street (Laura)	20,000						20,000		20,000
Electric Utility										
510-4600-542500-001	Smart Meters	300,000				300,000				300,000
510.4600.541402.001	Electric System Improvements	120,000				120,000				120,000
510.4600.521301.001	Finance Software Upgrade	21,849				21,849				21,849
510.0000.117300.001	Power System Upgrades	250,000				250,000				250,000
	Ford F150 for meter reader (Jody)	25,000				25,000				25,000
	Small bucket truck (Jody)	150,000				150,000				150,000
Water and Sewer Utility										
505-4410-542500-001	Smart Meters	300,000			300,000					300,000
350.4400.521301.505	Finance Software Upgrade	33,333			33,333					33,333
	Ford F150 for meter reader (Jody)	30,000			30,000					30,000
	Equipment Trailer (Jody)	25,000			25,000					25,000
	Water Line Replacement	585,000			585,000					585,000
Police Department										
	Replace Flooring in Police Department (Mark)	17,000						17,000		17,000
	Interview Room in Police Department (Mark)	50,000						50,000		50,000
TOTALS		13,392,859	2,230,695	4,519,482	973,333	866,849	-	674,000	4,128,500	13,392,859

Projected Funds Available FY 2025	
Capital Projects + Gold Reserve	2,231,295
SPL:OST 2017	437,738
SPL:OST 2023	1,002,164
Water/Sewer Capital	950,818
Electric Capital	875,683
Georgia Fund 1	4,190,241
Total Local Funds Available	9,687,239
External Sources	4,128,500
Total Funds Available	13,815,739

April 1 2024 projected balances
 April 1 2024 balance - paying Peach State from these funds - may be exhausted by July 1 2024
 April 1 2024 balance = 252,164 + 15 months x 50,000 = 1,002,164
 April 1 2024 projected balance - pending payback from CDBG and ARPA accounts for Oxford Water Project
 April 1, 2024 includes \$250k moved from MEAG Comp Trust
 April 1 2024 projected balance = 3,502,741 + 12,500 x 15 months reinvested interest = 3,690,241 + 500,000 transfer from Operating
 LMIG, Catova Creek, 3 Trails

Marcia Brooks

From: Mark Anglin
Sent: Tuesday, April 2, 2024 11:14 AM
To: Marcia Brooks; Bill Andrew
Cc: David Eady
Subject: Capital Improvement Budget RQ
Attachments: Flooring Replace RQ 2025.pdf; Floor Photos.docx

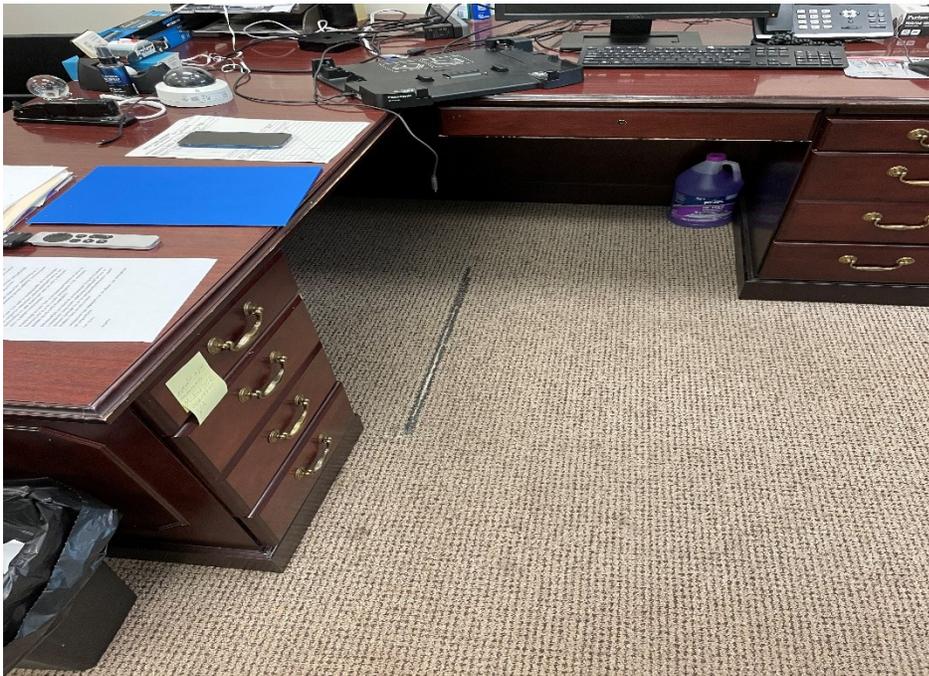
Marcia and Bill,

I am attaching the RQ for the 2025 Capital Budget to replace the flooring in the Police Department. I have attached two quotes for the flooring with an option of carpeting or LVP. The third company that came did not even want to quote the replacement due to the current carpet is a glue down on wood flooring.

I am not sure how we should approach the other request regarding the interview room space that is needed. I will need to discuss the needs of the police department with the Mayor and Council at this first round of Capital improvement session to see what approach we should take. There are many aspects to an interview room that must be addressed to determine who to get quotes from before I can request them. The easiest solution does not appear to be an option currently. I am open to any recommendations.

Best regards,

Mark A. Anglin
Police Chief
City of Oxford Police Department
110 W. Clark St.
Oxford, GA 30054
770-788-1390 Desk
770-788-7420 Fax







Capital Budget Request FY2025

Item: Replace carpet flooring in police department.

Purpose: Replace carpet that is damaged due to wear and tear.

Estimated Cost: \$ 13,000.00 – 18,000.

Justification (how will this item contribute to your department's efforts toward accomplishment of the City's goal:

Replacing the carpet will prevent further damage to the office area. Is):

Department: Police

By: Chief Mark Anglin



<u>Customer Information</u>
Name: Larry West
Company: City of Oxford Police Department
Address: 110 W. Clark Street Oxford, Ga
Phone: 770-788-1390
County: Newton

3163 Highway 81
Oxford, GA 30054
678-342-6115
Mikesfloorcoverings@gmail.com

Estimate date: 3/13/2024

DESCRIPTION	RATE x SQUARE FOOTAGE	PRICE
Carpet tile color - tbd material <i>(Police Dept.)</i>	\$25.00 x 250 yds	\$6,250.00
Carpet tile color - tbd labor	\$5.00 x 250 yds	\$1,250.00
Cove base color - tbd	\$2.50 x 580 ft	\$1,450.00
Move furniture		\$800.00
Take up old flooring		\$500.00
Floor prep		\$200.00
Broadloom steps material	\$18.00 x 40 yds	\$720.00
Broadloom steps labor		\$500.00
SUBTOTAL \$11,670.00	TAX \$	<u>TOTAL \$11,670.00</u>

We accept cash, checks, debit & credit cards. 3% fee for cards.
A deposit of half is required before ordering materials.

THANK YOU FOR YOUR BUSINESS!



<u>Customer Information</u>
Name: Larry West
Company: City of Oxford Police Department
Address: 110 W. Clark Street Oxford, Ga
Phone: 770-788-1390
County: Newton

3163 Highway 81
 Oxford, GA 30054
 678-342-6115
Mikesfloorcoverings@gmail.com

Estimate date: 3/13/2024

DESCRIPTION	RATE x SQUARE FOOTAGE	PRICE
LVP Loose Lay color - tbd material <i>(Police Dept.)</i>	\$3.25 x 2,200 ft	\$7,150.00
LVP Loose Lay color - tbd labor	\$1.50 x 2,200 ft	\$3,300.00
Cove base color - tbd	\$2.50 x 580 ft	\$1,450.00
Quarter round	\$1.75 x 130 ft	\$227.50
Move furniture		\$800.00
Take up old flooring		\$500.00
Floor prep		\$200.00
Rubber stair treads	\$150.00 x 21	\$3,150.00
SUBTOTAL \$16,777.50	TAX \$	<u>TOTAL \$16,777.50</u>

We accept cash, checks, debit & credit cards. 3% fee for cards.
A deposit of half is required before ordering materials.

THANK YOU FOR YOUR BUSINESS!

WOOD | CARPET | CERAMIC | VINYL

www.squarecircleinteriors.com

Oxford Police Dept/Courthouse/Clerks Office
110 W. Clark Street
Oxford, GA. 30345
Contact - Lt. Larry Westmoreland
Contact No. (770) 788-1390
Email – lwestmoreland@oxfordgeorgia.org

March 11th, 2024

Hello! Here is your estimated cost for carpet replacement in the Police Dept, Courtroom and Chambers, and Clerks Office.

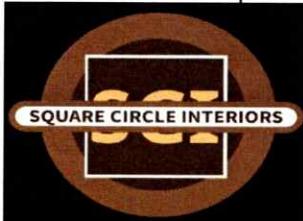
Please note that these figures are based on removal and disposal of all existing materials and installation of new carpet tile (Pentz Vitality 7093T) and broadloom (Pentz Vitality 3056B), and vinyl coving where applicable.

A more detailed estimate is available upon request.

Thank you for allowing us to submit our offer on your project.

TOTAL - \$36,686.63
Deposit - \$18,343.32
Balance - \$18,343.31

William Walker – Proprietor



Square Circle Interiors Llc.
3340 Peachtree Rd Ste1800
Atlanta, GA 30326-1064
Mobile Contact No (404) 992-3055
Email: bill@squarecircleinteriors.com
Website: www.squarecircleinteriors.com



Oxford Projects

Water and Sewer Capital Improvements	\$1,500,000
Roads, Streets, Bridges, Sidewalks	\$675,000
Parks and Recreation	\$398,496
Public Safety Facilities, Vehicles, and Equipment	\$250,000



Budget Request FY2025

Item: Citys Electric System

Purpose: To make sure the citys electric system operates efficiently and in good shape for years to come.

Cost: 120,000

Justification (how will this item contribute to your department's efforts toward accomplishment of the City's goals:

To replace²⁰ old poles on West Watsonst, Cindy CT and Coke St. Most of these poles are 50+ years old. These poles are very small and not in good shape.

Department: Electric

By: [Signature]



Budget Request FY2025

Item: F-150

Purpose: To read Meters and do Electric and water & Sewer repairs on the city Systems

Cost: _____

Justification (how will this item contribute to your department's efforts toward accomplishment of the City's goals:

It will ensure that we are able to Read Meters and repair meters, and make repairs to the City's Electric, water and Sewer Systems. The one we have has 169,115 Miles on it, Has had Transmission replaced 2 times the motor has ~~been~~ had major repairs several times this past couple years and it uses oil.

Department: Electric, water & Sewer

By: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the 26 day of April, 2021 by and between **THE CITY OF OXFORD, GEORGIA**, having its office at 110 West Clark Street Oxford, Georgia 30054-2274 (“LANDLORD”); and **EMORY UNIVERSITY**, with mailing address of 1599 Clifton Road, Atlanta, Georgia 30322 (“TENANT”);

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

UPON THE FOLLOWING TERMS AND PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

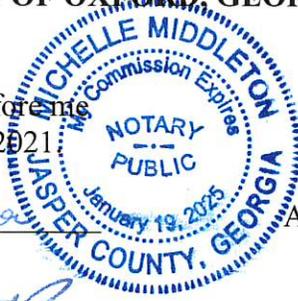
28. Captions. All Section captions in this Lease Agreement have been included solely as a matter of convenience and reference, and shall not be deemed to define, limit or otherwise affect the terms and provisions of such Section or this Lease Agreement.

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

[Signatures on Next Page]

LANDLORD: THE CITY OF OXFORD, GEORGIA

Sworn to and subscribed before me
This 26 day of April, 2021



BY: David S. Eady
David S. Eady, Mayor

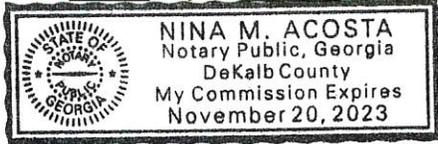
Michelle Middleton
Notary Public

ATTEST: Marcia Brooks
Marcia Brooks, City Clerk

WITNESS: [Signature]

TENANT: EMORY UNIVERSITY

Sworn to and subscribed before me
This 12th day of April, 2021.



Notary Public

BY: Senbao Lu
SENBAO LU, its AVP for Real Estate

BY: [Signature]

ATTEST: Robin A. Moore
_____, its VP CAMPUS SERVICES

WITNESS: [Signature]

Prepared by:
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Oxford City Attorney

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