

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, APRIL 20, 2015 – 6:00 P.M.  
CITY HALL  
A G E N D A**

1. **Honorary Councilmember** – Councilmember Davis has appointed Ms. Jackie Ellis as the honorary councilmember for May.
2. **Bids for Surplus Property** – We will open and award the bid for the 2004 Ford Crown Vic.
3. **\* FY2016 Annual Budget** – We will discuss the preliminary budget for Fiscal Year 2016 (July 1, 2015 – June 30, 2016). Our schedule calls for the budget to be adopted at the regular council meeting on June 1<sup>st</sup>. The budget will also be discussed at a public hearing during the work session on May 18<sup>th</sup>.
4. **Coke and George Street Rights-of-Way** – We are having an appraisal done of the Coke Street right-of-way in question and will defer any discussion until the appraisal is complete.
5. **\* Hamill Street** – Oxford College has requested that Hamill Street between Haygood and Emory be closed to vehicular traffic. The Planning Commission considered this request at its March 10<sup>th</sup> meeting and recommends approval subject to the college installing a brick walk way in place of the asphalt and installing breakaway bollards at both ends of the street. The Planning Commission also felt that a pedestrian crossing on Emory Street would enhance this request. The brick walk way would improve the esthetics for this part of the campus while maintaining access for emergency vehicles. We have attached a copy of the proposed layout for Hamill Street.
6. **Whatcoat Street** – We will schedule a vote on the two alternative layouts for the May meeting.
7. **ECG Revised Agreement** – ECG has prepared a revised general contract. It slightly lowers our bill from ECG. We will have a summary of the changes at the meeting.
8. **\*Projects Status Report**

\*Attachments



## **PROCLAMATION**

**WHEREAS**, citizen input is important to the City Council of the City of Oxford so we can better govern our City; and

**WHEREAS**, it is important to show the citizens of our City how our City operates and how City Council functions; and

**WHEREAS**, City Council has created the Honorary Councilmember of the Month Program in Oxford; and

**WHEREAS**, Councilmember Sarah Davis has nominated Ms. Jackie Ellis to serve for this month.

**NOW, THEREFORE**, I, Mayor Jerry D. Roseberry, do hereby appoint Jackie Ellis as the Honorary Councilmember for the City of Oxford for the month of May.

**SO PROCLAIMED**, this fourth day of May 2015.

**MAYOR AND CITY COUNCIL OF OXFORD**

BY:

Mayor

ATTEST:

City Clerk



WESLEY STREET

WESLEY STREET  
165' RIGHT-OF-WAY



- LEGEND**
- OPEN-TOP PIPE FOUND
  - SOLID ROD (REBAR) FOUND
  - 1/2" SOLID ROD (REBAR) SET
  - BEARING CHANGE (NO PIN SET)
  - SURVEYOR'S NAIL SET
  - △ ADJOINING PROPERTY LINE
  - OVERHEAD POWER
  - POWER POLE
  - P.O.B. POINT OF BEGINNING
  - P.O.R. POINT OF REFERENCE
  - D.B. DEED BOOK
  - P.B. PLAT BOOK
  - L.L. LAND LOT
  - OTF OPEN-TOP PIPE

WEST CLARK STREET  
90' RIGHT-OF-WAY

COKE STREET  
132' RIGHT-OF-WAY

GEORGE STREET  
99' RIGHT-OF-WAY



Corporate License No. L217 000768  
**JORDAN ENGINEERING**  
 144 N. WARREN ST., MONTICELLO, GA 31066  
 (706) 468-8800 www.jordan-eng.com  
 Registered Professional Engineer

This survey was prepared in conformity with the technical rules of the State of Georgia on set forth in Chapter 180-7 of the Rules of the Georgia Board of Professional Land Surveyors and as set forth in the Georgia Act O.C.G.A. 43-4-97, 43-15-4, 43-15-8, 43-15-15, 43-15-21.

NOF OXFORD COLLEGE EMORY UNIVERSITY

RIGHT-OF-WAY SURVEY FOR  
**CITY OF OXFORD**  
 LAND LOT 288, DISTRICT 9  
 GEORGIA MILITIA DISTRICT 1525  
 OXFORD, NEWTON COUNTY, GEORGIA

NOF JANCIE D. WEARING  
 D.B. 2647, P. 140  
 D.B. 150, P. 657  
 P.B. 12, P. 234

NOF JANCIE D. WEARING  
 D.B. 2647, P. 140  
 D.B. 150, P. 657  
 P.B. 12, P. 234

NOF JANCIE D. WEARING  
 D.B. 2647, P. 140  
 D.B. 150, P. 657  
 P.B. 12, P. 234

**SURVEY INFORMATION**  
 THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,178 FEET, AND AN ANGULAR ERROR OF 01" PER HOLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 433,167 FEET.  
 FIELD DATA WAS COLLECTED USING A TOPCON AUTOMATIC ELECTRONIC TOTAL STATION AND CHAINING TRO AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THE PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 433,167 FEET.  
 FIELD SURVEY COMPLETED IN OCTOBER AND NOVEMBER 2014.  
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES OF THE BOARD OF PROFESSIONAL LAND SURVEYORS OF THE STATE OF GEORGIA, AND THE PLAN IS BASED UPON THE RECORDS OF THE BOARD OF PROFESSIONAL LAND SURVEYORS OF THE STATE OF GEORGIA, AND THE PLAN IS BASED UPON THE RECORDS OF THE BOARD OF PROFESSIONAL LAND SURVEYORS OF THE STATE OF GEORGIA.  
 COORDINATES REPORTED HEREON REFERENCE THE GEORGIA STATE PLANE SYSTEM, WEST ZONE, NAD83, IN US UNITS. VERTICAL INFORMATION PROVIDED HEREON REFERENCE MEANS.

WEST CLARK STREET  
90' RIGHT-OF-WAY

COKE STREET  
132' RIGHT-OF-WAY

3.59 ACRES

NOF OXFORD COLLEGE EMORY UNIVERSITY  
 D.B. 1142, P. 128  
 NOVEMBER 14, 2014  
 UPDATED 2/24/15 TO SHIFT WESLEY ST. R/W

## LICENSE AGREEMENT

**THIS REVOCABLE LICENSE AGREEMENT** (the "License Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF OXFORD, GEORGIA**, a Municipal Corporation of the State of Georgia ("City"), and **JEFFREY WEARING** and **JANICE D. WEARING**, of Newton County, Georgia (collectively "Wearing"),

### RECITALS

A. City is the owner of certain real property located at Wesley Street, Oxford, Newton County, Georgia 30054 (the "Property" or "Licensed Area"), described in Exhibit "A", which is attached hereto is incorporated herein.

B. City desires to issue a License to Wearing (a portion of which shall be reserved for the exclusive use of Wearing, and a portion of which shall be non-exclusive to Wearing) for the use of a portion of the unopened right-of-ways of Coke Street and George Street, within the City of Oxford, Georgia, as designated by City, during the Term, as herein defined, for the following purposes only: to maintain the current approved passive uses as a pond, green space and extended yard area contiguous to Wearing's residence. (the "Uses"). The licensed area is further and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are herewith acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

1. Grant of License. City hereby grants to Wearing the license to the Licensed Area for the Uses, provided that such Uses by Wearing shall not interfere with the use and enjoyment by City of any of City's other property or disturb the state of City's other property. The license shall be exclusive to Wearing for the portion of Licensed Area identified on the attached plat as "pond" and all portions of the Coke Street Right-of-Way north of said pond, within the Licensed Area; the balance of the Licensed Area – within the George Street Right-of-Way, not inclusive of the pond area shall be non-exclusively available for Wearing's use. Any other use of the Licensed Area by Wearing is expressly prohibited.
2. Security Deposit. \$\_\_\_\_\_.00 to be returned to Wearing so long as Wearing faithfully performs all obligations hereunder.

3. Term. The term of the License shall be from \_\_\_\_\_, 2015 through \_\_\_\_\_, 2015, midnight prevailing local time, (the "Term"), subject to City's right to terminate the license granted herein upon a Default, or for Convenience, as herein defined.
4. Payments by Wearing. As consideration for the rights and license granted herein, Wearing shall pay to City \$\_\_\_\_\_.00 annually for the Term, payable in advance, by January 1 of each year.
5. Wearing's Covenants. Wearing hereby covenants and agrees as follows:
  - a. Wearing's use and exercise of this license shall comply with all applicable ordinances, laws and regulations of the City of Oxford and Newton County and all other applicable governmental authorities.
  - b. Except as expressly approved by City, Wearing shall not and shall have no right to construct temporary or other improvements at or about the Space, nor on any property under City's control without the prior, express written consent and approval of specific plans by City.
  - c. Wearing shall comply with all rules and regulations promulgated by City relating to the Space and the Property, from time to time.
6. Insurance. At all times during the Term, Wearing, at its sole cost and expense, shall keep, maintain and cause to be written a policy or policies of insurance with companies authorized to do business in the State of Georgia, insuring Wearing and City, as hereinafter defined, against any and all insurable liability in the form generally known as Home/Landowners and Property Damage insurance, including claims and demands made by any person or persons whomsoever for injuries received or property damaged in connection with the operation and maintenance of the Space and for any other risk insured by such policies, on an occurrence basis, with combined single limits of not less than \$1 Million. Evidence of such insurance satisfactory to City shall be delivered to City prior to the commencement of the Term, together with adequate evidence of the fact that premiums for such insurance have been paid. Such policies shall contain a provision that said policies shall not be canceled or terminated during the term hereof.
7. Default by Wearing. Upon Wearing's failure to perform, fulfill or observe any term or covenant contained in this license to be performed, fulfilled or observed by Wearing, or in situations involving potential danger to the health or safety of persons in, on or about the Property, the same shall be deemed a "default". Upon such event, City may, at its election, revoke and terminate this license and all rights and privileges granted herein, and exercise all rights and remedies available at law or in equity, including injunctive relief against the continued occupancy of the Space or Property by Wearing upon application to a court of competent jurisdiction, without requirement for posting of bond

or security. Upon such termination, Wearing will vacate the Licensed Area within thirty (30) days of notice and surrender Licensed Area to City.

8. Termination for Convenience by City. City may also, at its election, choose to revoke and terminate this license and all rights and privileges granted herein, at its convenience, with or without cause. Upon such termination, Wearing will vacate the Licensed Area within thirty (30) days of notice and surrender the Licensed Area.
9. Wearing's Indemnity. Wearing hereby indemnifies and holds City harmless from and against any and all claims, actions, damages, liabilities, and expenses resulting from or connected with any loss of life, personal injury and/or damage to personal or real property, arising from or out of the occupancy or use by Wearing of the Licensed Area or any part thereof or occasioned wholly or in part by any act or omission of Wearing, its officers, agents, contractors or employees, sub-licensees, and invitees. Wearing further indemnifies, releases from liability and holds City harmless from damages, abatement of rental, or otherwise, or any damage sustained by Wearing or any other person due to the Licensed Area, or part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado and from any acts or omissions of Wearing. The foregoing to the contrary notwithstanding, in no event shall Wearing be required to indemnify City against Wearing resulting from affirmative acts or proven negligences solely on the part of City, and their respective its agents, contractors, or employees.
10. No Easement Created. City and Wearing intend that no easement be created by this license, notwithstanding that Wearing may incur expenses in connection with this license.
11. Notices. Any and all notices, demands, requests and responses thereto permitted or required to be given under this license shall be in writing, signed by or on behalf of the party giving such notice, and shall be delivered to the other party at the address of such other party set forth below:

If to City:       CITY OF OXFORD, GEORGIA  
                      110 W. Clark Street  
                      Oxford, Georgia 30054  
                      Telephone: 770-786-7004  
                      Facsimile: 770-786-2211

If to Wearing: JEFFREY WEARING and JANICE D. WEARING  
                      905 Wesley Street  
                      Oxford, Georgia 30054  
                      Telephone: \_\_\_\_\_  
                      Telephone: \_\_\_\_\_

12. Miscellaneous. (a) This license constitutes the entire understanding of City and Wearing with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the City and Wearing. (b) City shall not in any way or for any purpose be deemed or become a partner of Wearing in the conduct of Wearing's business or otherwise, nor a joint venturer or a member of a joint enterprise with Wearing. (c) Wearing shall not have the right to assign or sublet Wearing's rights under this license. (d) Time is of the essence of this license. (e) This license shall be construed in accordance with the laws of the State of Georgia and shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives. (f) The parties each represent that no real estate agent or broker has any interest in this license.

**IN WITNESS WHEREOF**, the undersigned parties have hereunto set their hands and affixed their seals as of the day and year first above written.

**LICENSOR:**

**CITY OF OXFORD, GEORGIA,  
a municipal corporation of the State of Georgia**

By: \_\_\_\_\_  
**JERRY D. ROSEBERRY, MAYOR**

Attest: \_\_\_\_\_  
**LAURAN WILLIS, CITY CLERK**

**LICENSEE:**

\_\_\_\_\_  
**JEFFREY WEARING**

\_\_\_\_\_  
**JANICE D. WEARING**

**STRICKLAND & STRICKLAND, LLP**  
**ATTORNEYS AT LAW**  
*P.O. BOX 70*  
*COVINGTON, GEORGIA 30015-0070*  
*TELEPHONE (770) 786-5460*  
*FACSIMILE (770) 786-5499*

EXHIBIT "A"

All that tract or parcel of land lying and being within the City of Oxford, Land Lot 288 of the 9<sup>th</sup> Land District of Newton County, Georgia, containing 3.62 acres, according to a plat of survey for the City of Oxford, made by Jordan Engineering, Robert O. Jordan, Georgia Registered Land Surveyor No. 2902, dated 11/14/2014, a reduced copy of the same plat by this reference thereto is incorporated herein for a more particular and accurate description of said property, as Exhibit "B".

Subject to all easements and restrictions of record.



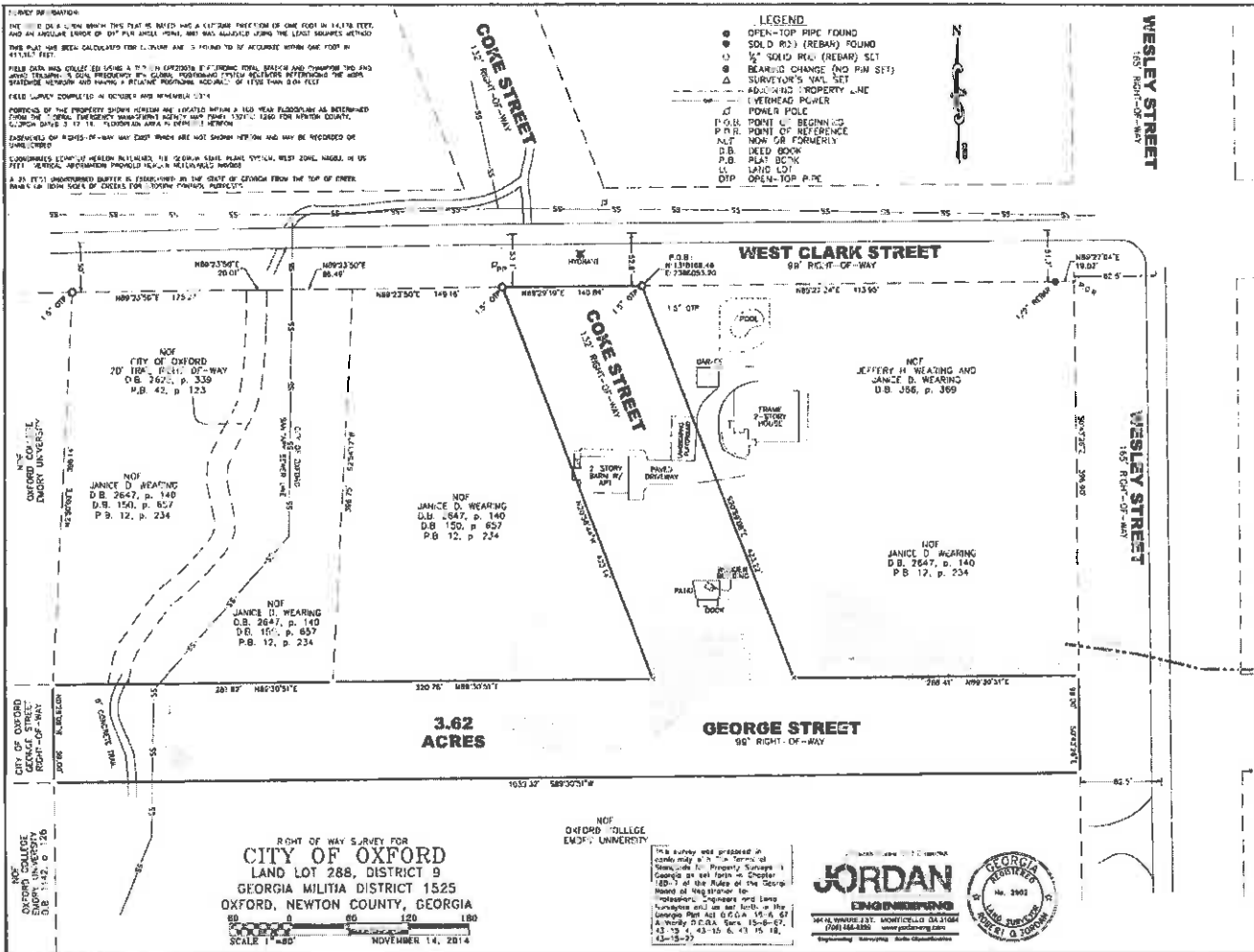
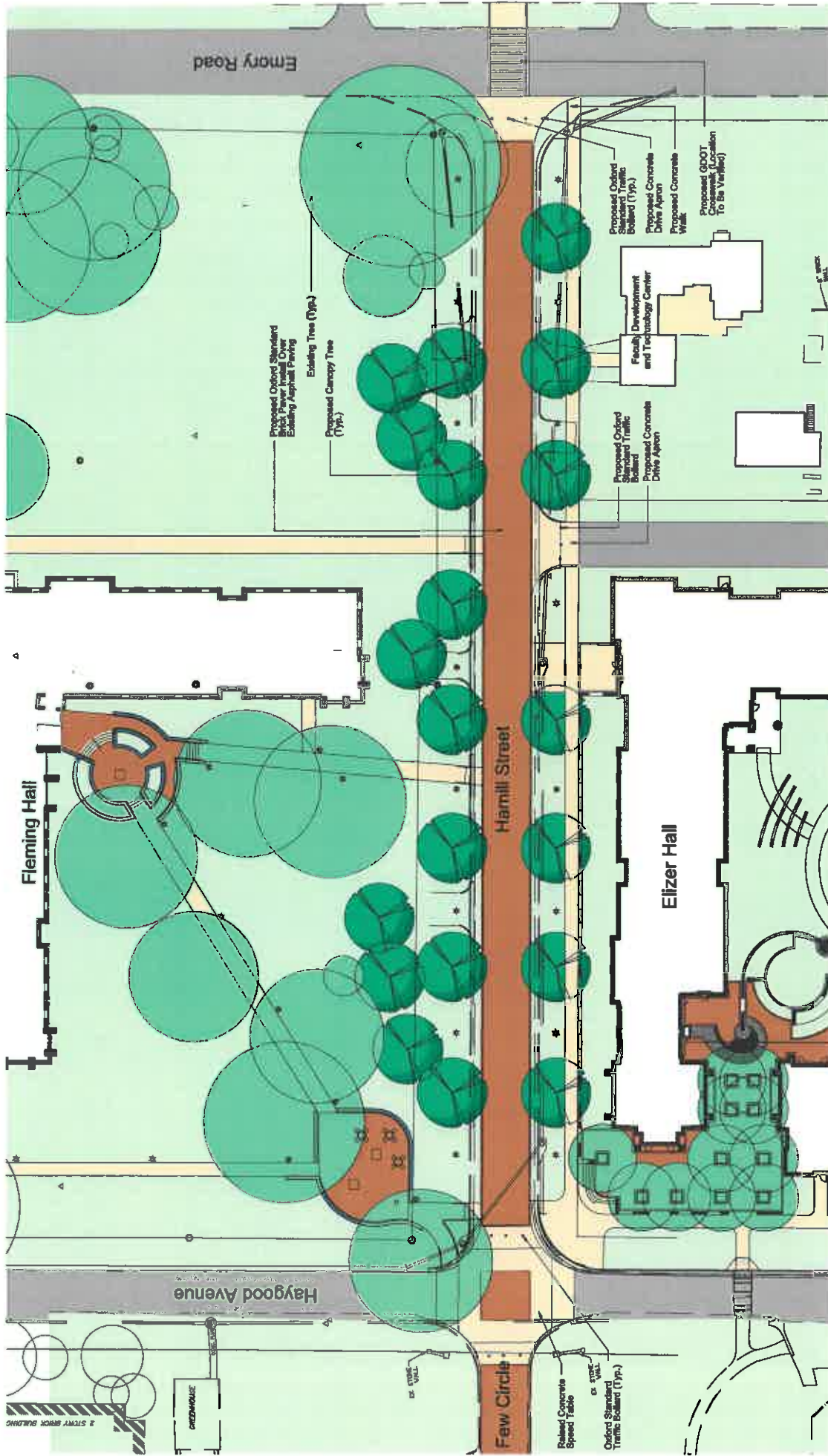


Exhibit "B"



**Oxford College  
Hamill Street Pedestrian Area  
Schematic Plan**