

**Oxford Mayor and Council**  
**Work Session**  
**Monday, August 18, 2025 – 6:30 P.M.**  
**Oxford City Hall**  
**110 W. Clark Street, Oxford, Georgia**  
**Agenda**

1. **Mayor's Announcements:** Please note the next Regular Council Meeting will be held on September 8<sup>th</sup> at 7:00 PM. September 1<sup>st</sup> is Labor Day.
2. **Committee Reports:** The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, and the Sustainability Committee.
3. **\*Review of and Consensus for the Code Audit Report:** Nathan Brown (TSW) will be reviewing the first phase of their work, including findings from the Stakeholder Interviews and the Code Audit. We will be seeking agreement that we are ready to move on to the next phase of the project, the Code Revisions.
4. **\*Discussion of Next Steps with the Oxford Historical Cemetery Foundation's Offer:** The Cemetery Foundation has made an offer to annually pay the City the funds earned by the Foundation from its corpus of funds. The City would then take over the maintenance of the cemetery in full.
5. **\*Annual Subscription for Supplemental Power:** Oxford is projected to have an excess capacity of 1,412 kW for 2026. As supplemental power could be sold by MEAG per the attached agreement, this would have a potential value of \$83,873. We will need to vote on whether to sell the power or opt-out of the sale.
6. **\*Police Oath:** a Legislative requirement that was received from the GA Chief's Association. We will have to amend our oath once again. There is specific information regarding Public Officers, that Mr. Strickland might need to look at. If you have any questions, please let me know.
7. **\*Planning Commission Membership:** The majority of our Planning Commission members are in need of reappointment and there is a need to fill Dave Huber's seat due to his recent resignation.
8. **\*Next Steps on the Knee Wall for Asbury Street Park:** Staff are seeking directions for this project. Do we want to amend the FY 2026 Capital Budget to accommodate this project or wait until the next budget? As per the current planned allocations, there are no SPLOST funds available for this project, but we could look to reallocate other funds. The budget for this project would appear to be in the range of \$65,000.
9. **\*Other Business:** Questions or concerns on the a) City Manager Update or the b) Police Department Update.

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

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

\*Attachments

*Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are requested to contact City Hall at 770-786-7004 so as to allow the City to make reasonable accommodations for your concerns.*

# City of Oxford – Code Audit Report

## INTRODUCTION + PURPOSE

The City of Oxford is a unique jurisdiction. Located about one hour east of Atlanta in Newton County, it is a small community with a significant institution at its heart, Oxford College of Emory University. Beyond the College, the vast majority of Oxford is single-family residential, public facilities, and undeveloped land. There are very few commercial properties, and because the College is a non-profit, the tax base is limited. The City's primary revenue source is its provision of electric, water, and wastewater utilities.

Despite notable growth in Newton County, Oxford has seen very little growth and development in recent decades. This may soon be changing. Nearby industrial growth is expected to spur potential growth pressure on Oxford's east side, and there are several large (over 5 acres) privately held parcels that could develop in the future.

There are indications that growth is on the way, but Oxford's current policies and code are not currently aligned with the type of development the community desires. A moratorium on growth in the Turkey Creek sewer basin is likely to be lifted in 2025, and some pent-up demand for developed in this area is anticipated.

Oxford's current Comprehensive Plan was updated in 2023; although the plan is well done and meets state standards, it does not communicate a clear vision for Oxford, nor does it address the nuanced challenges the City is facing now. Further hamstringing the City's abilities to move forward is its zoning code, which dates to 1997. Although there have been some revisions, many find the code outdated, confusing, often difficult to administer.



## PROCESS

To address these challenges, the City of Oxford hired planning firm TSW to evaluate the code and recommend changes. This process is organized into two phases:

- Phase 1: Audit the code, comparing input from community stakeholders to the current code and likely development outcomes (June – September 2025)
- Phase 2: Update the code to steer development in a more desirable direction (October 2025 – TBD)

This document constitutes the Phase 1 Report of findings and initial recommendations. It includes:

- Stakeholder Interview Summary
- Code Audit

## STAKEHOLDER INTERVIEWS

During two weeks in June, 2025, the planning team conducted 19 interviews with a variety of Oxford stakeholders, including members of City Council, the Planning and Zoning Commission, the Sustainability Committee, the Downtown Development Authority, Oxford College, and members of the local development company. The planning team asked each stakeholder to describe their backgrounds and role in Oxford; share their concerns about growth and development in the city; and share what types of development are appropriate for Oxford.

Although the stakeholders represented a range of perspectives, five consistent themes emerged:

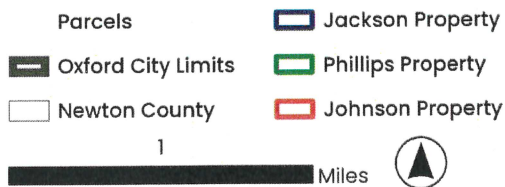
1. **Preserving the existing character of Oxford is critical.** Any new growth will need to respect the small-town, peaceful feel of the city. Most stakeholders really like the scale and feel of Oxford today and want to preserve that into the future.  
Some stakeholders—but not all-- acknowledge that a degree change will need to happen, and could even be beneficial to the community. The two most welcome changes would be:
  - A modest amount of retail—such as coffeeshops or restaurants—would be welcome at appropriate scales and locations. DDA project

- Improved walkability – the City has very wide rights-of-way (ROW) but is not taking advantage of them
  - Multiple stakeholders cited Clark’s Grove in Covington as a development they like and that--with a few modifications--could be appropriate in Oxford
2. **Protecting natural features and the environment is important.** This is particularly critical in terms of how green the city is due to the large amount of open spaces and abundant tree canopy.
  3. **There is a lack of housing diversity in Oxford.** Most homes are either very large, historic structures or small, older ranch homes. There is very little housing “in between” that could accommodate growing families. However, there is also concern about development quality, and that the area’s demographics don’t necessarily support the development of higher end housing.
  4. **The lack of good-quality schools is a major barrier to attracting families to Oxford.** Almost every stakeholder noted the challenges associated with the schools, and the perception that they are poor quality. The problem is particularly acute for the middle school and high school level.
  5. **The relationship between the College and the City of Oxford has sometimes been strained.** Though it is improving in recent years, better coordination and collaboration is needed. Some stakeholders expressed a feeling of distrust of the College and the lack of transparency about its plans for its vast land holdings. In the past, stakeholders noted there has been a sense of competition between the College and the City, and that some plans seemed to be working at cross purposes.
  6. **There is some skepticism of the City’s ability/will to implement plans.** A handful of stakeholders noted that the City has created many plans, but implementation/enforcement of them has been inconsistent. A minority also voiced a concern that the City’s vision for growth was overly conservation and narrow.

In addition to the high-level questions, the planning team also shared three site design concepts for parcels in or near Oxford. The planning team produced site plans for each site based on the existing zoning (or anticipated zoning if in unincorporated Newton County); the designs were not intended to show the best possible outcomes, but to demonstrate how a typical developer would likely approach the site through the existing code to maximize profit.



## City of Oxford



Stakeholders were asked to review the conceptual designs/character images and provide feedback on what aspects they considered appropriate for development in Oxford and those which appeared problematic. Please see Exhibit A for the site plans and character images.

In general:

- Stakeholders were unenthusiastic about the type of development the code enables.
- Most people were neutral on the residential site plans—namely the number of lots and how buildings were oriented—but were much more concerned with the character images and the lack of quality development design and materials.
- Almost every stakeholder noted their dislike of how little green space is preserved.
- For the potential industrial site most stakeholders were resigned to the likelihood of industrial development in this area and the lack of agency the City has over Newton County's code and decisions.

## **INFERRED VISION FOR GROWTH**

Based off stakeholder input (and review of existing/previous City of Oxford plans), the community's vision for growth can be summarized as:

Modest growth that...

1. Respects Oxford's small-town feel
2. Respects green space and the environment
3. Is of high quality in terms of design and materials
4. Expands the types of housing available
5. Expands options for small-scale retail that could house local restaurants, shops, and/or spaces for the community to gather
6. Enhances walkability

## **CODE EVALUATION**

Following the stakeholder meetings, the planning team evaluated the City of Oxford's zoning code as it relates to the community's concerns and vision for future development. Though the team read through the code in its entirety, the evaluation concentrated on the following:

- General rules and regulations of Article I
- The city's various zoning districts, found in Article II
- Article III, which establishes specific use provisions and standards
- Site development standards, including access, parking, buffers and landscaping, in Articles XI, XIII, and XIV
- Administrative and procedural processes

In addition to those areas of the zoning code, the team also reviewed certain sections of the subdivision code for alignment with the zoning regulations. It is vital that these two aspects of the city's land development work as a cohesive set of regulations, avoiding conflicting provisions that may encumber the future administration of the codes.

It is important to note that the text of the two ordinances was read literally, meaning that the team was focused on what the text states and not how the provisions have been interpreted over time. This provides greater insight into how the document may be understood by the public, minus any input from staff, informing the analysis and recommendations of this audit.

## **Overall Assessment**

Land development within Oxford is largely governed by two separate ordinances, Chapter 30 *Subdivisions* and Chapter 40 *Zoning*. The subdivision ordinance is generally concerned with the physical layout of the land and the installation of necessary infrastructure like roads and utilities. The zoning ordinance, on the other hand, focuses on how the land is used, such as what types of structures can be constructed, how dense development can be, and what types of activities are permitted. At times both ordinances may contain provisions regarding the same subject. For instance, if a developer is proposing to create new lots within the city they must review both ordinances to ensure compliance with Sec. 30-115 and the individual requirements of each zoning district in Chapter 40, Article II.

Generally, Oxford has a zoning code that is well written and organized, an important characteristic of the usability of a code. (In this context, the term "usability" refers to the ability of an individual, whether it be a resident, developer, or city official, to navigate their way through the document to quickly and efficiently find the information they are seeking.) Articles and sections within the code are clearly labeled with cross-references throughout, improving the ease of navigating the document for pertinent information. For example, someone looking to improve their property with an accessory dwelling unit will find the use listed in Table 4.1 *Permitted*

*and Conditional Uses for Rural and Residential Zoning Districts*, while also seeing that more information regarding such uses can be found in Sec. 40-524.

Another feature that often affects the usability of the code is the way the code is written. Municipal codes have historically been composed with little thought to the end user – instead, codes are often designed as if everyone has a law degree. The text of Oxford’s zoning ordinance largely avoids the use of unnecessarily complicated or legal language and is often supplemented with graphics and tables. Including these features guarantees the important information will stand out, making it easily digestible. This is especially true for the Town Center District. Utilization of representative images, diagrams and graphics in this district clearly identify the types of buildings permitted and help users understand features of design that must be achieved for development within the district.

It is worth discussing the Town Center District in a little more detail. The district regulations exemplify how zoning can be utilized to more effectively produce a built environment in alignment with the community’s vision. There are several aspects of this district that are recommended to be applied across the entire city, such as standards for streetscapes (sidewalks, street trees, and street lighting), the screening of building accessory features, and parking and access standards.

Despite these strengths, there are areas for improvement. One of the more apparent shortcomings of the current zoning code is the absence of clarity on what the code requires versus what it recommends. Language is an important aspect of zoning, and the distance between the terms “must” and “should” in a regulatory context is wide. Even thoughtful, well-intentioned portions of the code, such as the Design Criteria in Table 4.6., fall short when the standards appear to be optional. Another example of ambiguity in the provisions occurs in both the zoning and subdivision chapters. Both codes discuss block length, yet it is unclear as to what the prescribed length references – is it a measure of the block perimeter, or the length of an individual block, meaning the distance between two street intersections.

There are also a few instances where the zoning code and the subdivision ordinance are in clear conflict. One such example is the provisions for lot frontage. Both codes reference lot frontage as a requirement for compliance but differ on what that requirement is. Section 30-115(3) of the subdivision ordinance offers a standard of 40 feet for each lot, while Section 40-46 of the zoning code states the minimum requirement is 30 feet. Continuing with block length, aside from ambiguity on what the standard of measurement is (see above), there is also a discrepancy in how long

a block may be. One ordinance states 400–1,200 feet as an acceptable length, the other establishes a maximum length of 600 feet, leaving it open to interpretation as to which standard applies. Aligning the two ordinances will go a long way in providing development regulations that produce consistent results and simplify the role of administering the codes.

Lastly, there are areas within the codes that could be enhanced by the inclusion of additional supporting materials like graphics and tables. Articles XIII and XIV of the zoning code are instances where the inclusion of such materials may benefit the text by providing a visual representation or centrally locating the requirements. The design requirements of parking lots, for example, could include a graphic showing the parking stall dimensions, landscaping provisions, and other criteria for parking lot design that, when only provided in written form, may not be clear. While there may not be as many opportunities for supporting materials within the subdivision ordinance, sections like those detailing street design standards (Sec. 30–113) do provide opportunities for presenting the information in a more concise manner.

### **Alignment with Vision**

Review of the codes also revealed ways that they may not align with the Inferred Vision for Growth.

#### *Respect for Oxford's small-town feel*

- Tables 4.3. and 4.6. contain a lot of great content to support this vision, but adherence to the provisions appears to be optional.
- Additional standards could be added that would provide more cohesive aesthetics throughout the city, though it is recommended these be minimal

#### *Respect for green space and the environment*

- Open space is only required for Conservation Subdivisions and new development in nonresidential districts, as indicated in Table 4.5.
- Open space requirements for residential developments, while listed as design criteria in Table 4.3, are ambiguous, with no minimum requirement established outside of the Conservation Subdivision

#### *High Quality of Design and Materials*

- Outside of the Town Center District and the Residential Infill Overlay (Div. 14 and 16, respectively), there are few to no design standards in the code to encourage the higher design standard sought by stakeholders. This includes architectural as well as site design attributes.

- The code offers little in the way of screening for building accessory features, such as dumpsters, wall mounted equipment, and similar attributes.

#### *Expansion of Available Housing Types*

- Multifamily dwellings, especially what have been traditionally considered “apartments”, are extremely limited in where they may be constructed. Only condominiums, a type of ownership for multiple dwellings within a single building, are permitted via issuance of a conditional use permit
- Residential uses are largely limited to traditional single-family detached structures.
  - There does not appear to be any zoning district in which a two-family dwelling could be constructed
- Minimum dwelling sizes are required in every district, limiting the potential for the attainability of housing across socioeconomic levels

#### *Expansion of Small-Scale Retail/Entertainment*

- The zoning code seems well designed to support this vision, though a discussion of uses could lead to more opportunities. This includes determining new or modern uses that may not have been contemplated as well as revisiting use permissions to ensure they do align with the vision.

#### *Enhancement of Walkability*

- Aside from the Town Center District, both the zoning code and subdivision regulations lack definitive statements on the inclusion of sidewalks within developments
- Where sidewalks are mentioned, such as Sec. 30-147 of the subdivision ordinance, the standards are not conducive to creating a walkable environment
  - Minimum widths are too narrow
  - Street trees, which offer pedestrians shade and protection from vehicular traffic, are not required
- Block lengths, as mentioned in the assessment above, should be revised for consistency with a distance that reflects the desire for greater walkability

## **Chapter 40 Article II Zoning Districts**

Oxford, a city with a land area of approximately 2.18 square miles, is divided into 14 zoning districts that serve as the legal framework for implementation of the land use policies in the comprehensive plan. Districts are used to separate incompatible uses,

guide growth, protect community character, and support the economic development of the city. It does this in numerous ways – such as setting standards for how buildings are sited on a lot, what transitions between districts and uses may look like, establishing minimum standards for lot sizes and setbacks, and denoting how intensely a lot may be developed, among others.

Oxford's zoning code includes one conservation district focusing on the protection of existing undeveloped land, an agricultural district, six districts dedicated to residential uses (five solely for single-family detached dwellings and one for attached single-family developments), five nonresidential districts that are intended for office, institutional and commercial uses, and a district dedicated to properties annexed from Newtown County that references that jurisdiction's zoning code. (Two of these, the Commercial and Newtown County Annex districts, are not active on the current zoning map, and no property is designated with these zonings.) The code also has one overlay, the Residential Infill Overlay, that adds provisions for properties identified as susceptible to development or redevelopment.

### *Findings*

- Six is a high number of residential zoning districts for a community of this size
- The residential districts lack variety in what can be constructed as most focus on the development of detached single-family structures as the preferred use
- There is no industrial zoning district, setting Oxford at a disadvantage when it comes to attracting potential economic generators while also leaving the city vulnerable to nearby industrial uses over which it have no regulatory control
- The Residential Infill Overlay may not be promoting the type of development the city wants to see in that area, lacking specificity in design standards that align with the vision to maintain the historic residential character of the city
- There are two institutional districts and another district, the Office Professional, that appear to have similar functions
- The Town Center District has a lot of great features for the creation of a central Oxford, but there are certain aspects that could be revisited or updated to align with the current policy

### **Other Articles**

As mentioned earlier, the zoning code evaluation was not limited solely to Article II but also included several other articles of the ordinance. Most, but not all, of the provisions within these sections are aligned with the community vision and do not need to be included as a part of any future updates. General observations from those articles include the following:

- There is a lot of authority given to the Planning Commission to review and approve plans. This can often result in lengthy review times and delays in projects that may affect whether a development is economically feasible or not.
- Buffer and landscaping standards of Sec. 40-901 are outdated and do not align with the vision of the city as an environmentally conscious community
  - Buffers require a high percentage of evergreen species (75%)
  - Spacing standards for planting are too far apart (50 feet on center)
- Parking and access should be revised to reflect current best practices, including:
  - Design standards, including landscaping, paving materials, layout and organization
  - Parking requirements
  - Shared parking

## Chapter 38 Article III Tree Management

Several stakeholders discussed Oxford's tree protection standards during the interview process. Although not included as a part of this code assessment, TSW does recommend that a trained arborist review the tree protection standards and provide the city with suggestions on changes to that ordinance to improve tree protection and align more with the vision of Oxford as articulated by its residents. Examples of tree ordinances within the metro Atlanta area which seem to align with the wishes of the stakeholders include the cities of Doraville, Brookhaven, and Decatur. Each of these jurisdictions prioritize the preservation of the existing tree canopy, especially for new development, but vary in the types of exemptions offered for other development activities.

### Recommendations and Considerations

After reviewing the existing documentation, speaking with key stakeholders, and diving into the content of the code, the project team presents the following recommendations for the City's consideration.

1. *Create a standard for all new residential developments over 3 acres in size and located along city sewer (or planned sewer expansion) that would require the preservation of open spaces.*
  - a. Primary goal is the conservation of the city's undeveloped, natural lands.
    - i. Secondary goal is the creation of a connected network of green spaces that can serve residents of the city.

- b. Standard would be in place regardless of the zoning district.
- c. Although conformance would be required, it is recommended that the city offer incentives to developers to offset the alternative development patterns.
  - i. Per the Comprehensive Plan, properties which are to be developed along the perimeter of the city and are able to assist establishing the “green buffer zones” by means of conservation may be eligible for appropriate incentives (TBD with input from City)
  - ii. Density would be established by the zoning district, but there could be density bonuses offered in return for meeting the specific design standards and requirements.
    - 1. For example, letting density be counted on a gross rather than net lot basis.
  - iii. Clustering of a development would be allowed and encouraged. Lot sizes, setbacks, and other standards of the zoning districts should be reduced or even omitted in favor of alternative designs that meet the intent of the change.
  - iv. Allowing density to be distributed into different housing products (such as attached units)– meaning that lots can be developed with building forms other than single-family detached dwellings.

NOTE: Detaching the density from the building form provides greater opportunity to preserve existing green space and tree cover in the area due to the smaller overall footprint and site work impacts.

Permissible building types could still be limited to housing forms appropriate for the city. Two-family, house-plex types (triplexes, quadruplexes) and single-family attached.

- 2. If the city proceeds with “1” above, a review of the subdivision code would also be essential to align the subdivision regulations with those in the zoning code. While doing this review, it is recommended that the City also consider the following changes to its subdivision standards:
  - a. Allow for alternative design standards such as pervious street design, sustainable infrastructure practices, and others, as determined appropriate by the City.
  - b. Promote connectivity between existing and new development by requiring connections to existing streets, trails, and sidewalks.
    - i. Require stub-out streets for future connections when adjacent properties are undeveloped.

- c. Strengthen bonding program for subdivision regulations to ensure that public improvements are constructed according to approved plans and City specifications.
- 3. If the city proceeds with "1" above, TSW recommends that the Conservation Subdivision option be removed from the code.
- 4. Add a Cottage Court use definition and standards to the zoning code and decide which districts would properly accommodate such a use. Recommend that it is included as a permissible use and development type for any property within the Infill Overlay as well as R-7.5 and R-15, if sewer and water are available.
- 5. Changes to districts which include:
  - a. Creating a light industrial district to take advantage of the interest from the manufacturing sector and other industrial uses looking for suitable locations in the area. Doing so will allow the city to tailor the districts with appropriate standards for:
    - i. Buffers and screening
    - ii. Enhanced landscaping along streets
    - iii. Architectural standards that augment the aesthetics of the structures
  - b. Combining the Institutional, Institutional Campus, and Office Professional districts into a single Office-Institutional district with a unique set of standards specific to those properties owned and operated by Emory. These standards will maintain the current IC regulations and amend, as needed and agreed upon by the City and Emory University.
  - c. Updating aspects of the Town Center District such as:
    - i. Outdoor dining standards
    - ii. Plaza and public space design standards
    - iii. Building design standards, such as eliminating EIFS as a permissible building material
- 6. Reduce or eliminate minimum floor area requirements for single-family uses. Doing so leaves the determination of appropriate dwelling sizes to the forces of the market rather than government. Additionally, this may lead to the creation of more mid-size housing that stakeholders believe is missing from the current housing options in the city. *Quantity does not always result in quality.*
- 7. Implement minimal design standards for development to maintain a consistent aesthetic within the community.
  - a. Require porches or stoops when such features already exist on a majority of structures on the same block face.
  - b. Produce a list of prohibited materials specific to commercial and/or residential uses (including multifamily and attached single-family).

- c. Revise the standards within the Infill Overlay to be more specific and balanced towards the intent of the overlay.
- 8. Review and update uses, definitions and standards, as appropriate.
  - a. Several definitions, including those for specific uses, need to be modernized (see: apartment). Others are incomplete in context or lack clarity (see: brewery). Still others need to be added to reflect recent changes to the zoning laws (e.g. maternity housing).
  - b. Uses
    - i. Several uses need to be updated to address potential legal issues.
    - ii. Standards can be created for challenging or novel uses to reduce impacts on surrounding sites.
    - iii. Examples:
      - 1. Age-restricted housing (55+)
      - 2. Accessory Dwelling Units (ADU's)
      - 3. Data Centers
      - 4. Other light industrial uses for new district
      - 5. Short-term rentals
      - 6. Agriculture (i.e. the Emory Organic Garden)
- 9. Administrative procedures and processes in the ordinance can be updated to streamline review, a sentiment expressed in the comprehensive plan.
  - a. Move certain permit approval processes, such as land development permits and infill development projects, from Planning Commission to staff review and approval, as appropriate.
  - b. Check against recent state changes to ensure compliance with state Zoning Procedures Laws.
- 10. Clarify and reinforce the language of the ordinance by removing subjectivity, making the administration of the code straightforward. This applies to Table 4.3., Table 4.6., and portion of the Town Center District. TSW will review additional sections of the code to search for similar language.

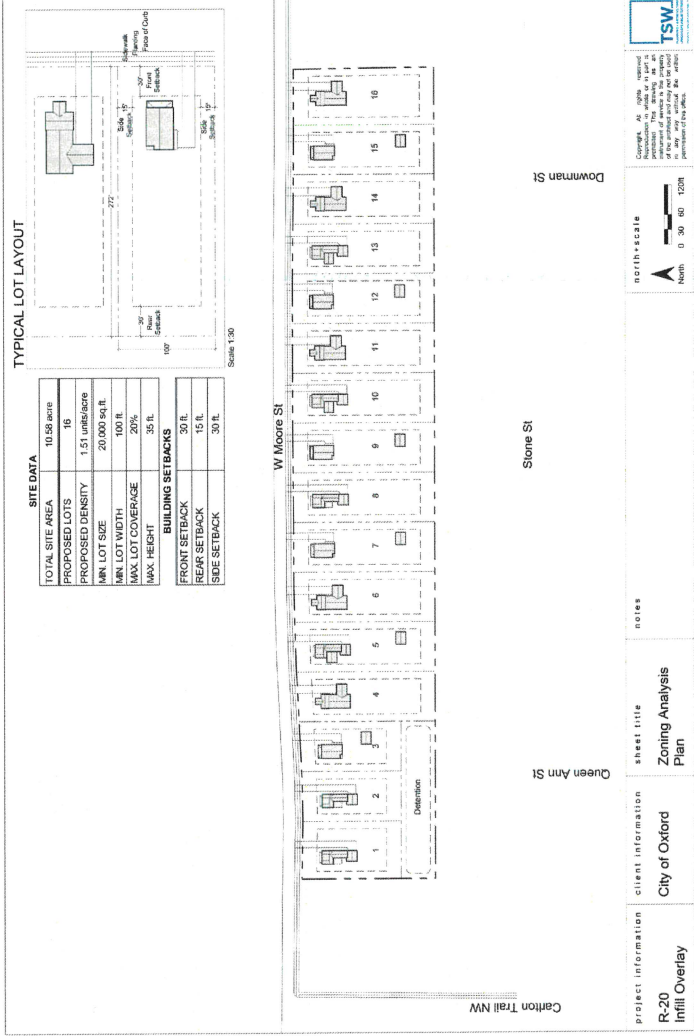
## OTHER RECOMMENDATIONS

Although there is room for improvement in Oxford's code, this process identified two significant challenges that cannot be solved through zoning or subdivision regulations. First, until there is better access to high-quality schools, Oxford will struggle to attract and retain families. This is particularly true of Oxford College staff and faculty; Oxford stakeholders noted that many faculty and staff would like to live in Oxford, but the lack of good schools is a deciding factor for them to locate elsewhere.

The second major challenge is how the City of Oxford and Oxford College move forward together. Stakeholders report that the relationship and communications are much improved in recent years thanks to new leadership. However, given the large amount of land Oxford owns, and the lack of clear plans for the property, the planning team recommends that the City and the College undergo a joint, market-based master planning process. It is possible that through this process, some creative solutions could emerge to help address the poor quality of primary and secondary schools.

# EXHIBIT A

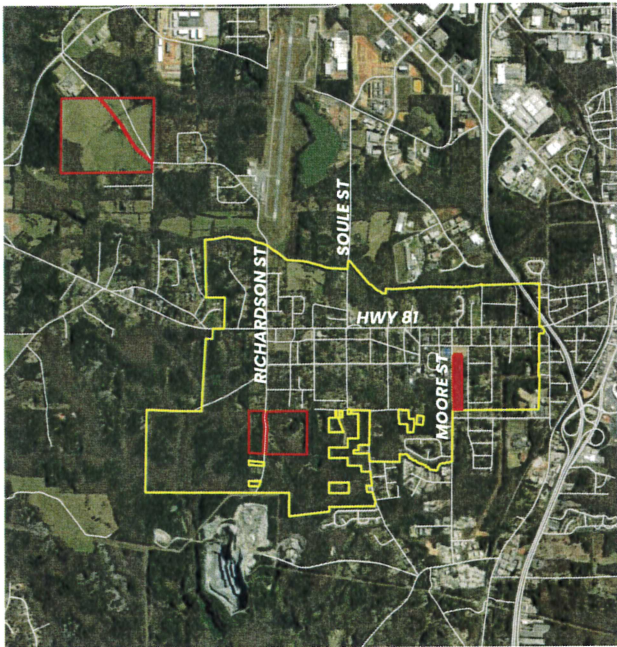
## Site 1: Moore Street Infill



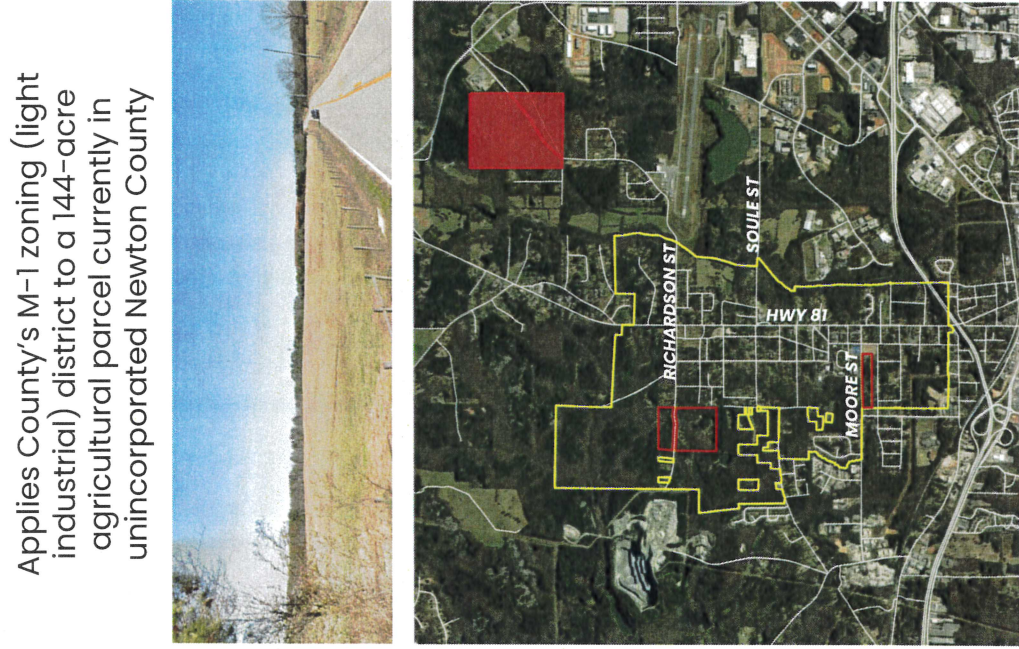
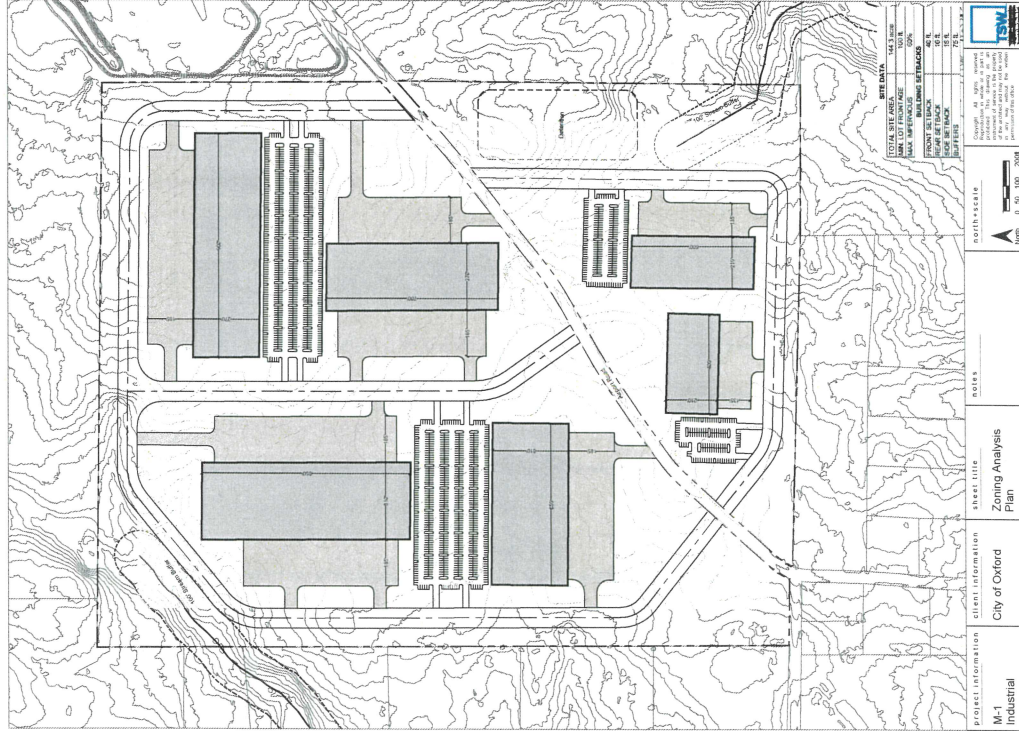
Sample Character Images



Applies City's R-20 zoning (single-family, low-medium density) district to 10.58 acres adjacent to the south side of Oxford's campus



# Site 3: Airport Road



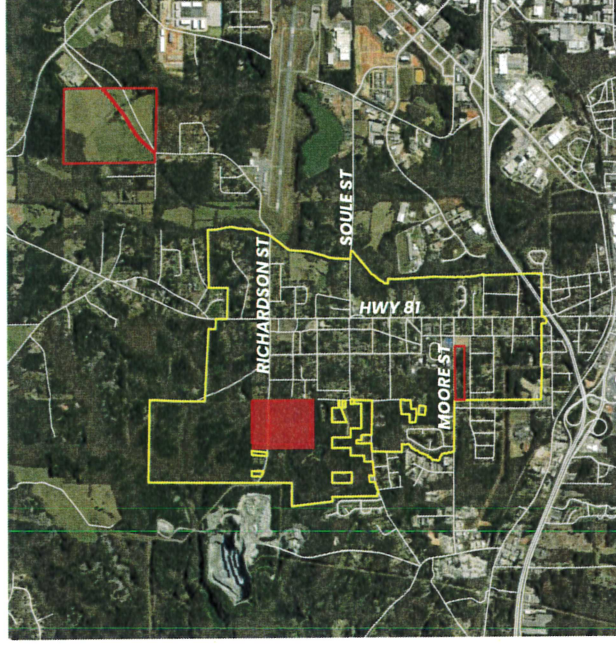
Applies County's M-1 zoning (light industrial) district to a 144-acre agricultural parcel currently in unincorporated Newton County



Sample Character Images



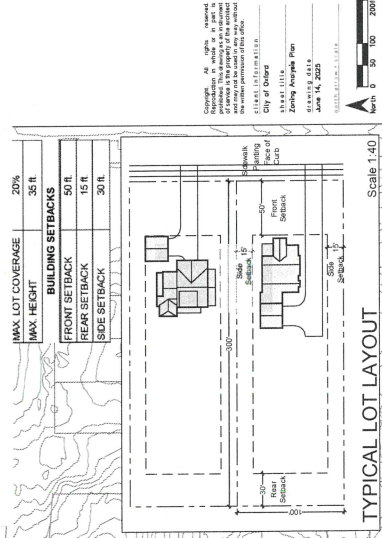
# Site 2: Richardson Street Subdivision



Applies City's R-30 (single-family, low density) zoning district to a 50.55-acre "donut" of unincorporated Newton surrounded by City of Oxford



Sample Character Images





1447 Peachtree Street NE, Suite 850

Atlanta, GA 30309

Phone: 404.873.6730

## **Agreement – City of Oxford Planning Services**

April 10, 2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide City of Oxford (the Client) the following professional services associated with City of Oxford Planning Services in Oxford, Georgia (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

### **1. SERVICES**

The Consultant will provide the following services (the Services):

See Exhibit A

### **2. EXCLUSIONS**

The Consultant will not be responsible for the following services:

See Exhibit A

### **3. SERVICE ADJUSTMENTS**

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the Services, an equitable adjustment will be made in Fees (see Section 5), or in the Schedule (see Section 4), or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the Client before proceeding with the additional services. The Consultant will perform

no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

#### 4. SCHEDULE

A. The full length of this Agreement (the Schedule) is as follows:

April 21, 2025 – ~~October 31, 2025~~ **October 31, 2025** BA

B. The Consultant will provide project deliverables on dates as agreed in Section 3 Services and Section 4.A above, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in production. Client delays could result in significant delays in delivery of finished work.

#### 5. FEES

The Consultant agrees to provide services included in this Agreement as follows:

Phase 1: Code Audit, hourly and expenses not to exceed (NTE) \$38,000

Phase 2: Code Revisions

Tasks 2.1 – 2.2: hourly and expenses not to exceed \$12,000

Tasks 2.3 – 2.8: amount to be determined in a contract amendment following Task 2.2

Any hourly rates specified under this Agreement will be subject to an annual adjustment on January 1st of each year.

#### 6. ADDITIONAL SERVICES

Work will be completed based on the Schedule. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any services that the Client requests that is not specified in Section 1 Services above will be considered an additional service. Such work requires written approval, an amendment to this Agreement and additional fees.

#### 7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

## **8. RESERVATION OF RIGHTS**

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 9 Copyrights below.

## **9. COPYRIGHTS**

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client.

## **10. PERMISSIONS AND RELEASES**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

## **11. BILLING AND PAYMENT POLICIES**

- A. In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

## **12. TERMINATION**

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

### **13. DISPUTE RESOLUTION**

#### **A. Mediation**

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section

- 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
  4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B below.

#### **B. Arbitration**

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

#### **C. Consolidation or Joinder**

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

#### 14. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.



Tunnell, Spangler & Associates, Inc.  
d/b/a TSW by Allison Stewart-Harris

4/10/25

Date

Bill

Andrew

Digitally signed  
by Bill Andrew  
Date: 2025.04.10  
16:27:01 -04'00'

City of Oxford by Bill Andrew

4/10/2025

Date

**EXHIBIT A:**

**Scope of Work**

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# Project Scope + Fees

## Project Understanding

The City of Oxford is a unique jurisdiction. It is a small community with a significant institution at its heart, Oxford College of Emory University. Beyond the College, the vast majority of Oxford is single-family residential, public facilities, and undeveloped land. There are very few commercial properties, and because the College is a non-profit, the tax base is limited. The City's primary revenue source is its provision of electric, water, and wastewater utilities.

Despite notable growth in Newton County, Oxford has seen very little growth and development in recent decades. Nearby industrial growth is expected to spur potential growth pressure on Oxford's east side, and there are several large (over 5 acres) privately held parcels that could develop in the future. There are indications that growth is on the way, but Oxford's current policies and code are not currently aligned with the type of development the community desires. A moratorium on growth in the Turkey Creek sewer basin is likely to be lifted in 2025, and some pent-up demand for developed in this area is anticipated. The current Comprehensive Plan was not fully updated since 2018 (completed by NEGRC); although the plan is well done and meets state standards, it does not communicate a clear vision for Oxford, nor does it address the nuanced challenges the City is facing now. Further hamstringing the City's abilities to move forward is its zoning code, which dates to 1997. The code is outdated, confusing, difficult to administer, and sparks as many questions as it has answers.

To address these challenges, TSW recommends the following two-step approach:

Phase 1: Audit the code, comparing input from community stakeholders to the current code and likely development outcomes

Phase 2: Update the code to steer development in a more desirable direction

## Scope of Work

### Phase 1: Code Audit

#### Task 1.1. Kick-Off and Tour

The TSW team will come to the City of Oxford for a kick-off meeting and tour. At the kick-off meeting, the team and City staff will review the project goals, scope, and schedule. Following the meeting, City representatives will take the team on a tour of up to ten (10) potential sites for more focused study.

#### Task 1.2 Stakeholder Interviews

TSW will work with the City to identify stakeholders to interview as part of either one-on-one interviews or focus groups. At a minimum, this will include elected officials, volunteer board members, major landowners like Oxford College, and other interested parties. These sessions will occur over the course of two days in person in Oxford. Discussions will focus on the following:

- From a community planning perspective, what is not working well right now in Oxford?
- What are your biggest concerns about future development? What do you want to prevent?
- Given that "no change" is not sustainable (or realistic) for the city long term, what are some types of growth you think could be appropriate?

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## SECTION 3: **PROJECT UNDERSTANDING & APPROACH**

Depending on the number of stakeholders and focus groups, one option is to do a round of interviews/focus groups in the beginning, and a second round of follow-up discussions with the same stakeholders to review the code audit results.

### Task 1.3 Code Audit

TSW will audit the current City of Oxford code using two main techniques:

1. Review the current code and provide high-level alternatives to improving development outcomes
2. Apply the current code on up to four (4) sites that are most susceptible to development. Visuals will include development framework graphics (showing land uses and conceptual circulation, but not detailed site design like building footprints, etc) and character imagery. This task will help answer the following questions:
  - What are the most likely development outcomes under the current code?
  - Are these outcomes that the community wants? If not, what needs to change in the code to prevent these outcomes?

### Task 1.4 Phase 1 Report

TSW will create a brief report documenting the process. The document will include recommendations on key areas for change in the code. For issues discovered during focus group discussions that cannot be resolved through the code, TSW will provide recommendations for approaching them via other mechanisms.

### Task 1.5 Presentation to City Council and Revised Summary Document

TSW will present the summary document content to City Council for discussion and feedback. Based off feedback and comments from City Council, TSW will revise the Summary Document.

Fee for Tasks 1.1 – 1.5: hourly, not to exceed \$38,000

Anticipated Timeline: 3-4 months

## **Phase 2. Code Revisions**

### Task 2.1 Draft Coding Memo

Towards the end of Step 1, TSW will prepare a draft Coding Memo. The memo will confirm the specific zoning updates to be made before actually starting the coding process. Experience has shown that this is the best use of public resources because it allows local governments to confirm what will and won't change before any text is written.

Recommendations will be based on:

- Comments received during stakeholder interviews.
- An evaluation of the effectiveness of current zoning and the Official Zoning Map to implement the vision emerging from Step 2. This will include identifying deficiencies and potential "hot button" items.
- An quick evaluation of the clarity, consistency, and usability of the zoning ordinance.

### Task 2.2 Draft Coding Memo Review

Provide time for City review of the draft Coding Memo, then:

- Meet virtually with City staff to discuss the outline and necessary modifications.
- Facilitate a City Council work session to present and review the draft Coding Memo.

Based on the direction provided by City Council, TSW will finalize the memo and proposed fee for Tasks 2.3 through 2.8.

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## SECTION 3: **PROJECT UNDERSTANDING & APPROACH**

### Task 2.3 Draft Zoning Updates – Discussion Draft

Prepare draft zoning text amendments for City staff review and comment. Once the code writing process begins, TSW often identifies additional items that need confirmation from the City. These will be identified in this Task and discussed in Task 2.4.

### Task 2.4 Draft Zoning Updates V0 Review

After allowing adequate time to review the draft, TSW will meet with City staff to discuss comments and revisions. After staff review, Steering Committee Meeting #3 will be held to review it.

### Task 2.5: Draft Zoning Updates V1

The draft zoning text amendments will be updated in response to comments received in Task 2.4.

### Task 2.6: Public Review

After delivery of the Draft Zoning Updates V1, and after allowing adequate time for distribution and review, TSW will facilitate a Public Open House to present the draft and solicit input.

### Task 2.7. Draft Zoning Updates V2

Revisions based on comments from the City and the public will be made. Draft Zoning Updates V2 (a public hearing draft, ready for the formal public hearing process) will be provided.

### Task 2.7. Public Adoption Hearings

TSW will present Draft Zoning Updates V2 at up to four public hearings, including the Planning Commission and City Council meetings. Updates will be incorporated into the up to three draft revisions, as needed.

### Task 2.8. Final Updates

After adoption, final revisions will be made, and a final digital copy of the updates will be delivered, including all photos, images, and graphics.

### Step Assumptions and Exclusions

For the purpose of this proposal, these fees assumes the following:

- Zoning updates will be limited to focused text amendments as opposed to a full rewrite of the code
- Zoning updates excluded Official Zoning Maps changes
- The City will provide legal review and all meeting notice,

Fee for Tasks 2.1 – 2.2: hourly, not to exceed \$12,000

Anticipated Timeline: 2 months

Fee for Tasks 2.3 – 2.8: typically \$20,000 – \$60,000 depending on complexity

Anticipated Timeline: to be determined



## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into this 6<sup>th</sup> day of March, 2023, and between the **CITY OF OXFORD**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "the City") and the **OXFORD HISTORICAL CEMETERY FOUNDATION, INC.**, a U.S. Internal Revenue Code (501)(C)(3) organization incorporated in the State of Georgia (hereinafter referred to as "the Foundation").

Therefore, the parties agree as follows:

That Oxford's City Cemetery, often referred to as Oxford Historical Cemetery (hereinafter "the Cemetery"), was created by the City and is owned by the City along with individuals owning certain lots or burial rights located therein.

That the Foundation's object and efforts have been and continue to be, "to discover, procure, and preserve whatever may relate to the natural, civic, literary, and ecclesiastical history of the Oxford Cemetery in general and to the maintenance, care and preservation thereof."

That both parties enter into this agreement for the purpose of the administration of the Cemetery to best serve the citizens of the City, the persons owning plots or burial rights therein, and the beautification preservation of the Cemetery itself.

The parties hereto agree as follows:

1. The term of this Agreement will be for an initial period of five (5) years. At the end of the initial period, the City and Foundation may, by mutual agreement, execute a new instrument extending the terms of this Agreement.
2. That the City has the responsibility to ensure that the Cemetery is adequately maintained; and the City specifically sets forth that it is the City's intent and purpose to ensure the perpetual care of all plots and property located within the boundaries of the Cemetery.
3. It is the City's desire to contract with the Foundation for the purpose of providing the maintenance and care of the Cemetery; however, it is understood and is agreed between the parties hereto, that the City shall be responsible for the upkeep of the streets and paved paths throughout the Cemetery and for major improvements. The City shall also be responsible for the removal of trees and bushes fifteen (15) feet tall or taller.

4. That it is the express purpose of this Agreement, by both parties, to provide perpetual care to all plots in the Cemetery.
5. That the Foundation agrees, according to the terms set out hereafter, to direct, manage, maintain, and keep said Cemetery in a good state of upkeep, showing no favoritism toward any one section, location, or portion of said Cemetery, and in doing so, the Foundation agrees to take such action and measures as to maintain the Cemetery as per this Agreement. Actions of the Foundation shall include but are not necessarily limited to: mowing, trimming, and blowing as necessary; removing old flower arrangements; applying fire ant poison; and cutting trees under fifteen (15) feet tall and bushes as needed. At any time, if the City feels that the Cemetery is not being properly maintained, the City shall notify the Foundation in writing of such concerns in accordance with Section 9 of this Agreement.
6. That the City shall be responsible for the sale of burial rights in the Cemetery under the terms and conditions of Chapter 10 of the Municipal Code of the City of Oxford . The City shall maintain accurate records showing the location in the Cemetery of plots for which burial rights are sold, designating the length and width of said plots and the number of grave sites located within each plot. The City will notify the Foundation of such sales and will provide the Foundation with records relating to the sales thereof on an annual basis, or more often at the Foundation's request.
7. That as payment thereof it is agreed that the City shall pay the Foundation two-thirds of such amounts collected by the City for burial rights in each gravesite for the maintenance as set forth above upon execution of the deeds for such purchases. It is anticipated by both parties that the sums of the Foundation's portion of sales plus the earnings from the Foundation's current assets and future anticipated funds from gifts, donations, grants, and burial rights sales will eventually produce sufficient earnings to pay the then current and future annual maintenance obligations. If the Foundation's annual income should not be sufficient to pay the maintenance cost of the Cemetery, the City shall make a direct contribution for maintenance to the Foundation based on a request from the Foundation to the City as part of the City's annual budget process. The proceeds of these payments shall be added to the Foundation's operations account upon receipt for maintenance obligations.
8. That in addition to the terms above, the Foundation agrees to maintain records relating to its operations in the performance of this Agreement in a business-like manner, suitable for auditing. The City or its duly authorized representative shall, at the City's expense, have the right, at reasonable times, to examine or audit the records of the Foundation relating to the performance of

this Agreement, including records relating to income and expenditures and to make and preserve copies thereof.

9. The parties agree to use their best efforts to resolve any dispute as to the interpretation or application of this Agreement. Any dispute must be reported in writing by one party to the other within ninety (90) days after the complaining party becomes aware of facts giving rise to the dispute. The parties shall have sixty (60) days to resolve the dispute. Any dispute left unresolved after this period shall be decided by a panel of three (3) persons, one appointed by the City, one by the Foundation, and one by the two representatives. If the panel cannot resolve the dispute, the Chief Judge of Newton County shall appoint the third part panel member. The panel shall receive written submissions from the parties within thirty (30) days after the panel is selected, and shall render its decision, without opinion, within thirty (30) days after submission of such written material. Each party shall bear its own costs.
10. The City and Foundation shall not discriminate based on race, color, religion, sex, sexual orientation, or national origin in the performance of this agreement. In addition, neither party shall discriminate on any basis in the selections of persons dealing with the administration and maintenance of the Cemetery nor the appointment of members to any committee, board, director, or trustee.
11. No officer or member of the Foundation, nor the City, shall serve in the future hereafter with compensation for Cemetery work or business unless agreed to by both parties. It is understood that City employees will receive no compensation beyond their City salaries for any work related to the Cemetery.
12. This Agreement shall supersede all prior agreements or understandings of the parties and will be effective when signed by an authorized representative of the Foundation and by the Mayor of the City. Unless such execution occurs, the provisions of this memorandum are not binding.

SIGNED, SEALED, AND DELIVERED, this 6<sup>th</sup> day of March, 2023.



David S. Eady

David S. Eady, Mayor  
City of Oxford

Anderson Wright

Anderson Wright, President  
Oxford Historical Cemetery Foundation, Inc.

