

**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.

16. Break Session Meeting Review: Meyer body or HR, review the items discussed during the meeting.

17. Executive Session: A. Executive Session will go public to hear the Land Acquisition Disposition, Addressing Pending or Potential Litigation, and other decisions.

#### Attachment 14

Individuals with disabilities who require reasonable accommodations to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of this meeting, and requirements to contact City Hall at 770-756-7394 or email the City to make reasonable and appropriate accommodations prior to the meeting.

# **City of Oxford – Code Audit Report**

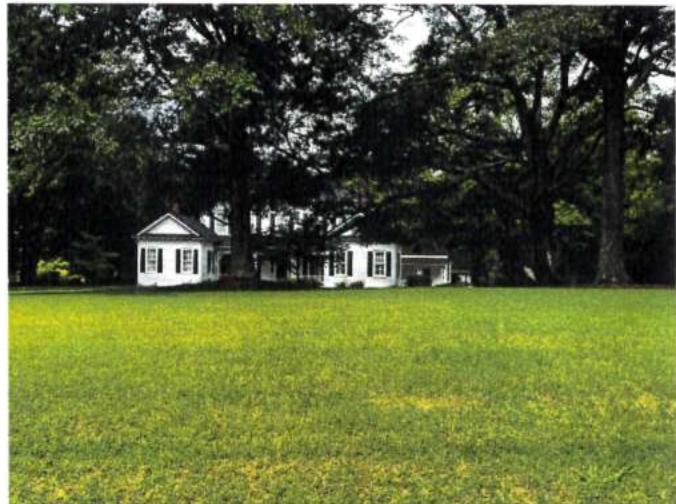
## **INTRODUCTION + PURPOSE**

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 key development outcomes (June – September 2025)
- Phase 2: Update the code to steer development in more sustainable directions (October 2025 – OD)

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

- Stakeholder interview summary
- Code Audit

## STAKEHOLDER INTERVIEWS

During four weeks in July 2025, the planning team conducted 10 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 used each stakeholder to describe their background 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, personal feel of the city. 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 of change is necessary to happen, and could even be beneficial to the community. The two most welcome changes would be:
  - A modest amount of retail—such as coffee shops or restaurants—would be welcome at appropriate scales and locations. DDA projects

- .. Improved viability – the City has very little right of way (ROW); so, it is not taking advantage of them
  - .. Multiple stakeholders cited Clarendon Grove in Caversham as a development they like and thought—with a few modifications—would 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 access and abundant green canopy.
- 3. There is a lack of housing diversity in Oxford. Most homes are either very large, modern structures or small, older, rarer homes. There is very little housing “in between” that could accommodate growing families. However, there is also concern about development quality; also, the current 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 levels.
- 5. The relationship between the College and the City of Oxford has sometimes been strained. Though it’s improving in recent years, better coordination and collaboration is needed. So far stakeholders expressed a feeling of distrust of the College and the lack of transparency about its plans for its most land holdings. In the past, stakeholders noted there has been a sense of competition between the College and the City, and that some efforts have been working on cross purposes.
- 6. There is some skepticism of the City’s ability/will to implement plans. A number of stakeholders noted that the City has created many plans, but implementation/execution of them has been inconsistent. A minority also voiced a concern that the City’s vision for growth was overly conservation oriented.

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.



Stakeholders were asked to review the concept of 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 area and character images.

In general:

- + Stakeholders were unanimous about the type of development the code enables.
- \* Most people were neutral on the residential site plans—noting 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 existing industrial sites most stakeholders were resigned to the likelihood of industrial development in those areas and the lack of agency the City has over Newton County's trade 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. Encourages 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 through the lens of each of the code's intent. Any findings/concerns can be found following:

- General rules and regulations of Article I
- The city's various zoning districts, found in Article II
- Article III, which establishes specific ordinances and standards
- Site development standards including access, parking, biology and landscaping, in Articles IV, V, VI, and XV
- Administrative and procedural processes

In addition to these 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 problems that may occur in the future administration of the codes.

It is important to note that this test 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, private and department staff, informing the analysis and recommendations of this audit.

## **Overall Assessment**

Land development within Oxford is largely governed by two separate ordinances: Chapter 6C Subdivision and Chapter 4D 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. 6C-115 and the individual requirements of such zoning district in Chapter 4D, Article II.

Generally, Oxford has a zoning code that is well-written and organized, an important characteristic of the usability of a code. In the context, the term "usability" refers to the ability of an individual (whether they 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 document are clearly labeled with codes or numbers 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 A.1 Annexes/

and Construction Use. An additional zoning ordinance is also noting that more information regarding such uses can be found in Sec. 40-324.

Another feature that often affects the usability of the code is the way the code is written. Most help codes have intentionally been composed with “the thought to the end user” – instead, codes are often designed as if everyone has a degree in law. The rest of Oxford’s zoning ordinance largely avoids the use of unnecessary jargon or legal language and is often supplemented with graphics and tables. Including these features allows the important information 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 the users understand features of design that must be achieved for development will in 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 certain 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 trees, lighting), the screening of building accessory features, and parking and access standards.

Besides 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 distinction between the terms “must” and “should” in a regulatory context is vital. Even though the well-intended portions of the code, such as the Design Criteria in Table 4-9, tell the developer what is required. Another example of ambiguity in the provisions occurs in both the zoning and subdivision codes. Both codes discuss block length; yet, it’s unclear as to what the precise third-party reference is – a measure of the block perimeter, or the length of an individual block, measuring the distance between two street intersections.

There are 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 reflect lot frontage as a requirement for compliance but differ on what that requirement is. Section 32-7E(2) of the subdivision ordinance sets a standard of 40 feet for each lot, while Section 40-43 of the zoning code states the minimum requirement is 20 feet. Continuing with block length, aside from ambiguity on what the standard of measurement is (see above), there is a lack of consistency in how long

a road may be. One ordinance states 400-1200 feet as an acceptable range, the other establishes a maximum length of 300 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 code enforcement.

Lastly, there are areas within the codes that could be enhanced by the inclusion of additional supporting materials like graphics and tables. Articles X and XII of the zoning code are instances where the inclusion of such materials may benefit the code by providing a visual representation or context by loaning the requirements. The design requirements of parking lots, for example, could include a graphic showing the parking stall dimensions, on-street parking, 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. 3C-TSC) 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 intended Vision for Growth.

#### **Request for Oxford's "whole town" code:**

- Tables 4.5. and 4.6. contain a lot of great content to support this vision, but according to the provisions it appears to be optional
- A uniform of standards could be adopted that would provide more cohesive restrictions throughout the city. Though it is recommended these be minimum

#### **Request for green space and development:**

- Green space is only required for Conservation Subdivisions and new development in the residential districts, as indicated in Table 4.6
- Green space requirements for residential developments, while listed as design criteria in Table 4.4, are ambiguous, with no minimum requirement established outside of the Conservation Subdivision

#### **Right Quality of Design and Materials:**

- Outside of the Town Center District and the Residential Mill Overlay (D.W. 12 and 16, respectively), there are few/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... does this in numerous ways – such as setting standards for how buildings are sited on lots, what transitions between districts and uses may look like, establishing minimum standards for setbacks and clearing, how intensity and 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 to single-family detached dwellings and one for attached single-family developments), two nonresidential districts, one Industrial zone, and a number of commercial uses, and a district dedicated to properties annexed from New Haven County that references that jurisdiction's zoning code. (Two of these, the Commercial and New Haven County Annex districts, are not active on the current zoning map, and no property is designated with these zoning.) The city also has one overlay, the Residential Lot Overlay, that adds provisions for properties certified as susceptible to down-spoilment or redevelopment.

#### **Findings**

- Six is a high number of residential zoning districts for a community of this size.
- The residential districts look very similar, 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 up to disadvantage when it comes to attracting certain types of economic generators while also leaving the city vulnerable to nearby industrial uses over which it have no regulatory control.
- The Residential Lot Overlay may not be promoting the type of development the city would like 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 intentions.
- The Town Center District has a lot of great features for the creation of a center 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 pieces listed 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 offices 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 cost of new development.

#### **Permitting**

- . For the Comprehensive Plan, properties of 1 acre or more to be developed along the perimeter of the city and available to assist site planning, the "green buffer zones" by means of conservation may be eligible for appropriate incentives (DDP with input from City)
- i. Density would be established by the zoning district, but there would be density bonuses offered in return for meeting the specific design standards and requirements:
  - i. Residential letting density be counted on a gross rather than net lot basis.
  - ii. Clustering of developments. Would be allowed and encouraged. Lot sizes, setbacks and other standbys in the zoning districts should be reduced or even omitted in favor of the native designs that meet the intent of the change.
  - iii. Allowing density to be distributed from different housing products (such as attached units) meaning that lots can be developed without being serve other than single-family detached dwellings.

NOTE: Redefining 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 would still be limited to housing forms appropriate to the City. Two-family houseplex types (plexes, mixed uplexes) 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 work, it is recommended that the City also consider the following changes to its subdivision standards:
  - a. Allow for alternative design standards such as narrow street design, even with a formal structure practices, under certain circumstances appropriate by the City.
  - b. Promote connectivity between existing and new development by requiring connections to existing streets, trails, or a sidewalk:
    - i. Requiring stub-out streets for future connecting 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 the above, we recommend that the Conservation subdivision option be removed from the code.
4. Ad hoc City/Court case resolution and/or amends to the zoning code and decide what district 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. Change to existing zoning 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 to screening
    - ii. Enhanced landscaping along streets
    - iii. Architectural guidelines that augment the aesthetics of the structures
  - b. Combining the Institutional Institutions' Campus, and Office Professionals districts into one single Office Institutional district with a unique set of standards specific to those properties owned and operated by Trinity. These standards will include in the current ZC regulations are offered, as needed and agreed upon by the City and Trinity University.
  - c. Updating aspects of the Town Center District, such as:
    - i. Building design standards
    - ii. Public and public space design standards
    - iii. Building design standards, such as eliminating the use of impermeable building materials
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. (Density does not always result in quality.)
7. Implement minimum design standards for development to maintain a consistent aesthetic within the community.
  - a. Require porches or steps when such features already exist on a majority of structures on the same block face.
  - b. Encourage a list of prohibited materials used in noncommercial and/or residential uses (including multifamily and attached single-family).

- c. Review the standards with the Tull Committee to ensure the specific end balanced toward the intent of the overlay.
3. Review and update uses, definitions and standards as appropriate.
- a. Several definitions, including those for specific uses, need to be incorporated (e.g. apartment). Others are incomplete (e.g. creek health (see brewery)). Still others need to be added to reflect recent changes to the zoning laws (e.g. multi-unit housing).
  - b. Uses
    - I. Several uses need to be updated to address potential legal issues
    - II. Standards can be created for challenging or new uses to reduce impacts on surrounding sites.
    - III. Examples
      - 1. Age-restricted housing (75+)
      - 2. Accessory Dwelling Units (ADUs)
      - 3. Data Centers
      - 4. Other light industrial user (or new district)
      - 5. Short-term rentals
      - 6. Agriculture (e.g. the County Organic Garden\*)
4. Administrative procedures and processes in the ordinance can be updated to reflect the review, a sentiment expressed in the comprehensive plan.
- a. Move certain permit approval processes, such as tree cover permit, permits and full 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.
5. Clarify and enhance the language of the ordinance by removing subjectivity, making the administration of the code straightforward. This relates to Table 4A, Table 4B, and portion of the Town Center District TOW (with review additional sections of the code to see if similar language).

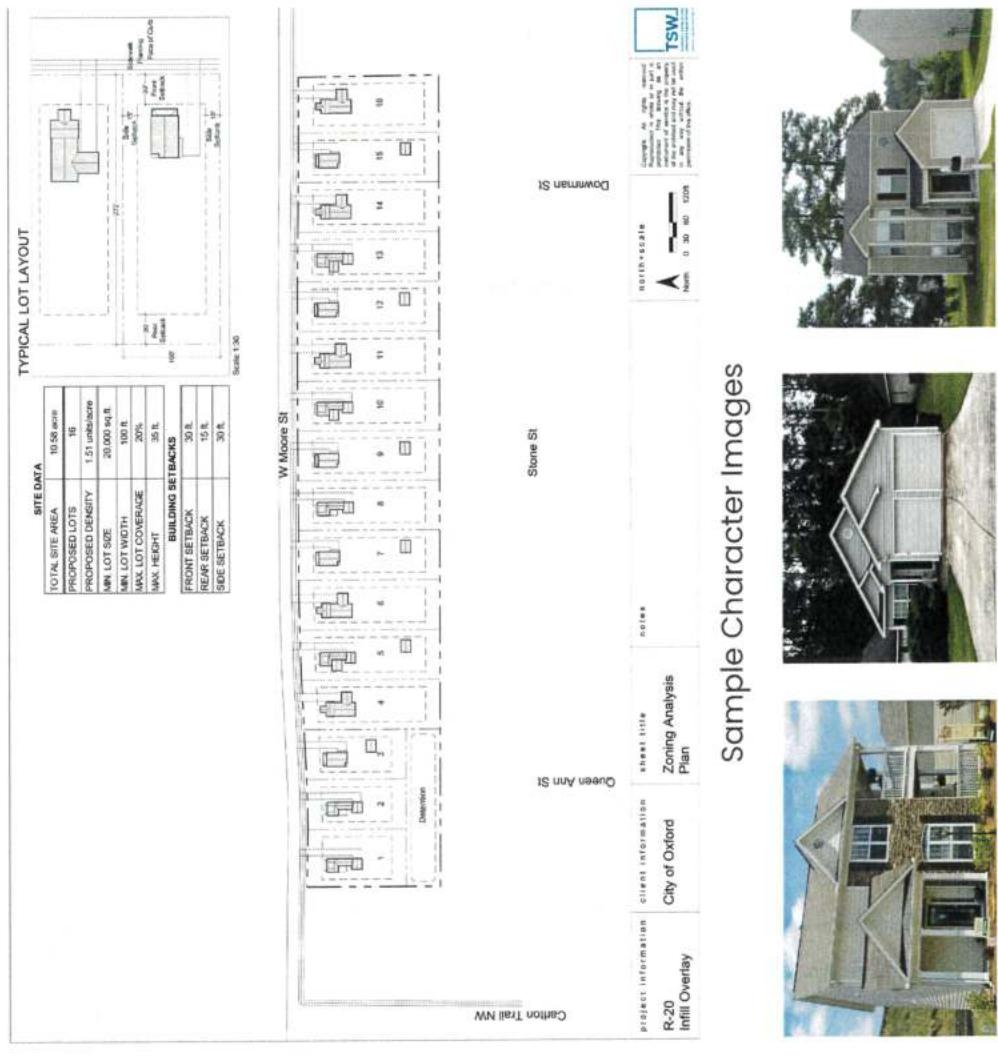
## OTHER RECOMMENDATIONS

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. This, until there is better access to high-quality services, Oxford will struggle to attract and retain young 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 driving factor for them to choose elsewhere.

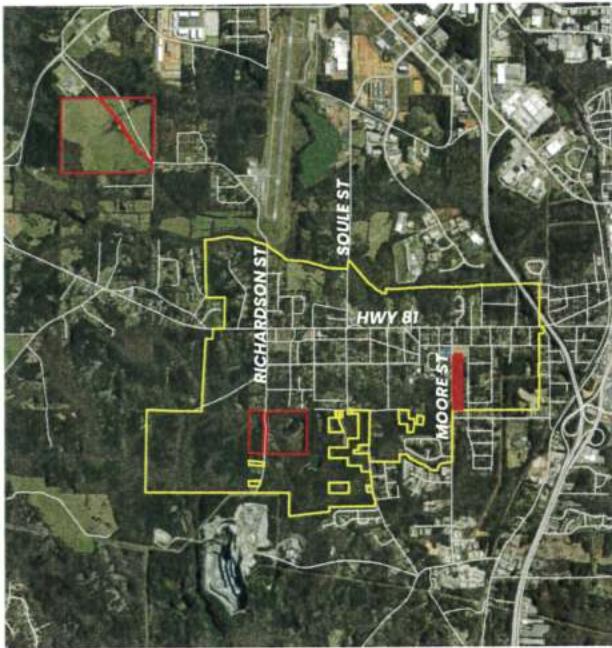
The second major challenge is how the City of Oxford and Oxford College move forward together. Stakeholders report that the relationships and communications are much improved in recent years thanks to new leadership. However, given the large amount of land Oxford owns, and the lack of clear plans for the property, the planning team recommends that the City and the College undergo a joint, market-based master planning process. It's 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

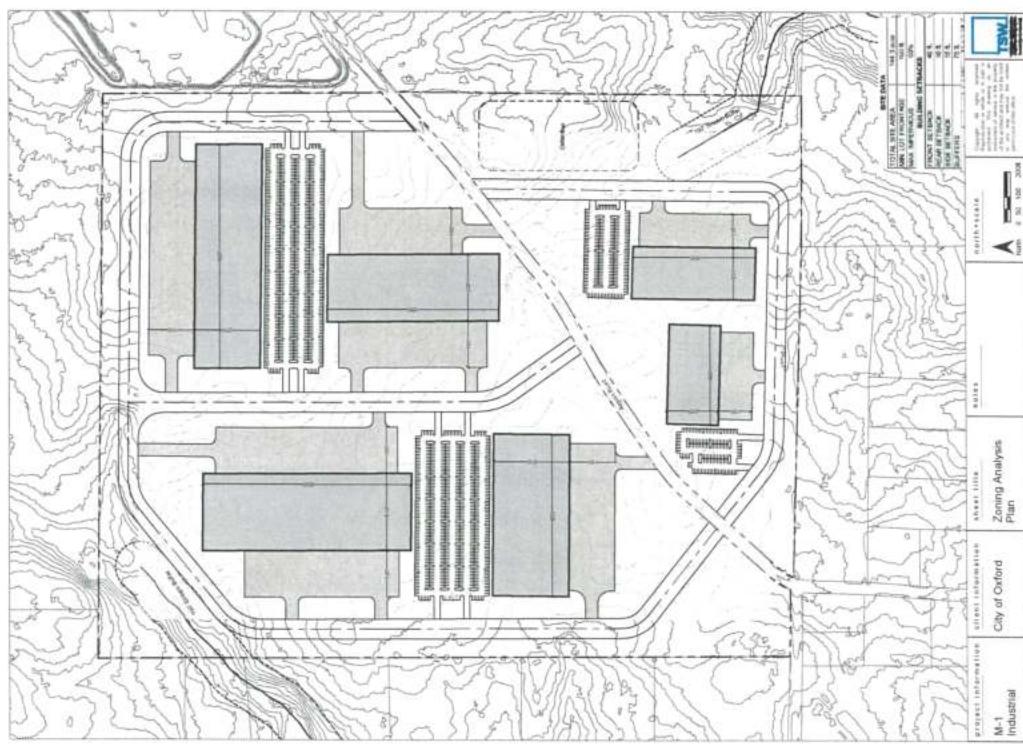


Applies City's R-20  
zoning (single-family,  
low-medium density)  
district to 10.58 acres  
adjacent to the south  
side of Oxford's campus



## Site 3: Airport Road

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

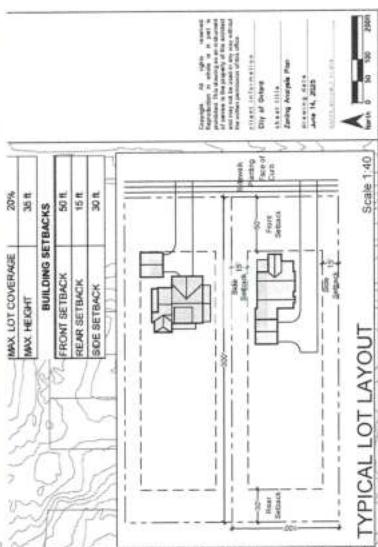


### Sample Character Images



## 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





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 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~~ **BA**  
**October 31, 2025**

- 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**

# 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 development 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?

---

## 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.
- A 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.

---

## 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 4<sup>th</sup> day of May, 2001, and between the CITY OF OXFORD, a municipal corporation chartered by the State of Georgia and herein referred to as "The City"; and, THE OXFORD HISTORICAL CEMETERY FOUNDATION, INC., a U.S. Internal Revenue Code 19201(c)(2)(B) organization located in the State of Georgia (hereinafter referred to as "The Foundation")

Whereas, the parties agree as follows:

that Oxford Cemetery, often referred to as Oxford Historical Cemetery (hereinafter "the Cemetery") was deeded to the City and is owned by the City along with its dues owing certain amounts of money to be detailed therein.

That the Foundation's object and efforts hereinafter and continue to be, "To discover, publish, and preserve whatever may relate to the history, customs, literature, and educational history of the Oxford Cemetery, in general and to the maintenance, care and preservation thereof."

The双方当事人同意此协议书的目的是为了管理维护该墓地，以及该墓地的所有权，该墓地的使用情况，该墓地的维护和保存。

The parties hereto agree as follows:

1. The term of this Agreement will be for a period of five (5) years. At the end of the initial period, the City and Foundation may, by mutual agreement, enter into a new agreement extending the terms of this Agreement.
2. It is the City's responsibility to ensure that the Cemetery is adequately maintained; and the City specifically agrees that it is the City's intent and purpose to ensure that no portion of the plot or plots which are currently located within the boundaries of the Cemetery.
3. It is the City's desire to contract with the Foundation for the purpose of providing for 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 normal maintenance. The City shall also be responsible for the removal of trees and bushes after 125 feet fall or taller.

4. That it is the express purpose of the Foundation, by contribution, to provide perpetual care and maintenance of the Cemetery.
5. The City will maintain, according to the terms set out herein, the Cemetery, including, and keep said Cemetery in a good state of repair, showing no signs of decay. In view of the condition location, or other conditions existing, in the Cemetery, the Foundation agrees to take such additional measures as to maintain the Cemetery as per this Agreement. Actions of the Foundation shall include but are not limited to: tree pruning; trimming, and blowing as necessary; removing dead trees; removing debris; applying lime and compost; and cutting trees uprooted from the Cemetery due to natural causes. Accordingly, if the City fails to do the Cemetery is not being properly maintained, the City shall notify the Foundation in writing to such address as is contained in Section 9 of this Agreement.
6. That the City shall be responsible for the care of individual plots in the Cemetery under the terms and conditions of the Charter of the Municipal Corp of the City of Guelph. The City shall maintain, repair, and clean, following the location in the Cemetery, or plots for whom no specific plot is designated, the length and width of said plots and the number of grave sites located within each plot. The City will notify the Foundation of any break and will provide the Foundation with records relating to the sale of these plots and the date of sale, or date of burial. To Foundation's request
7. That as per the Charter of Guelph, the City shall pay the Foundation two-fifths of each amount collected by the City for burial rights to each grave lot or the maintenance cost of each grave lot upon payment of the consideration for such purchases. It is understood by both parties to this agreement that Foundation's portion of sales plus the earnings from the Foundation's investment in the future will be paid funds through the donations, grants, and bequests, as well as annual contributions, as well as interest earnings to pay the above amount and to cover administrative obligations. In the Foundation's singular name and other legal names, to pay the maintenance cost of the Cemetery, the City shall make direct contribution 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 retained by the Foundation's operations account upon receipt for maintenance obligations.
8. That, in addition to the items above, the Foundation agrees to maintain records concerning, and operate in the performance of this Agreement all business transactions, with the resulting liability of its unauthorized representatives shall, at the City's expense, have the right of audit by the City, to examine or audit the records of the Foundation, including, but not limited to,

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.





# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
BRAD RAFFENSPERGER

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

#### OXFORD HISTORICAL

Business Name: **CEMETERY  
FOUNDATION, INC.**

Control Number: **A500319**

Business Type: **Domestic Nonprofit  
Corporation**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **8107 Mae St,  
Covington, GA, 30014,  
USA**

Date of Formation /  
Registration Date: **1/15/1965**

State of Formation: **Georgia**

Last Annual Registration  
Year: **2025**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Floyd, Don**

Physical Address: **8107 Mae St Covington, GA 30014, Covington, GA, 30014, USA**

County: **Newton**

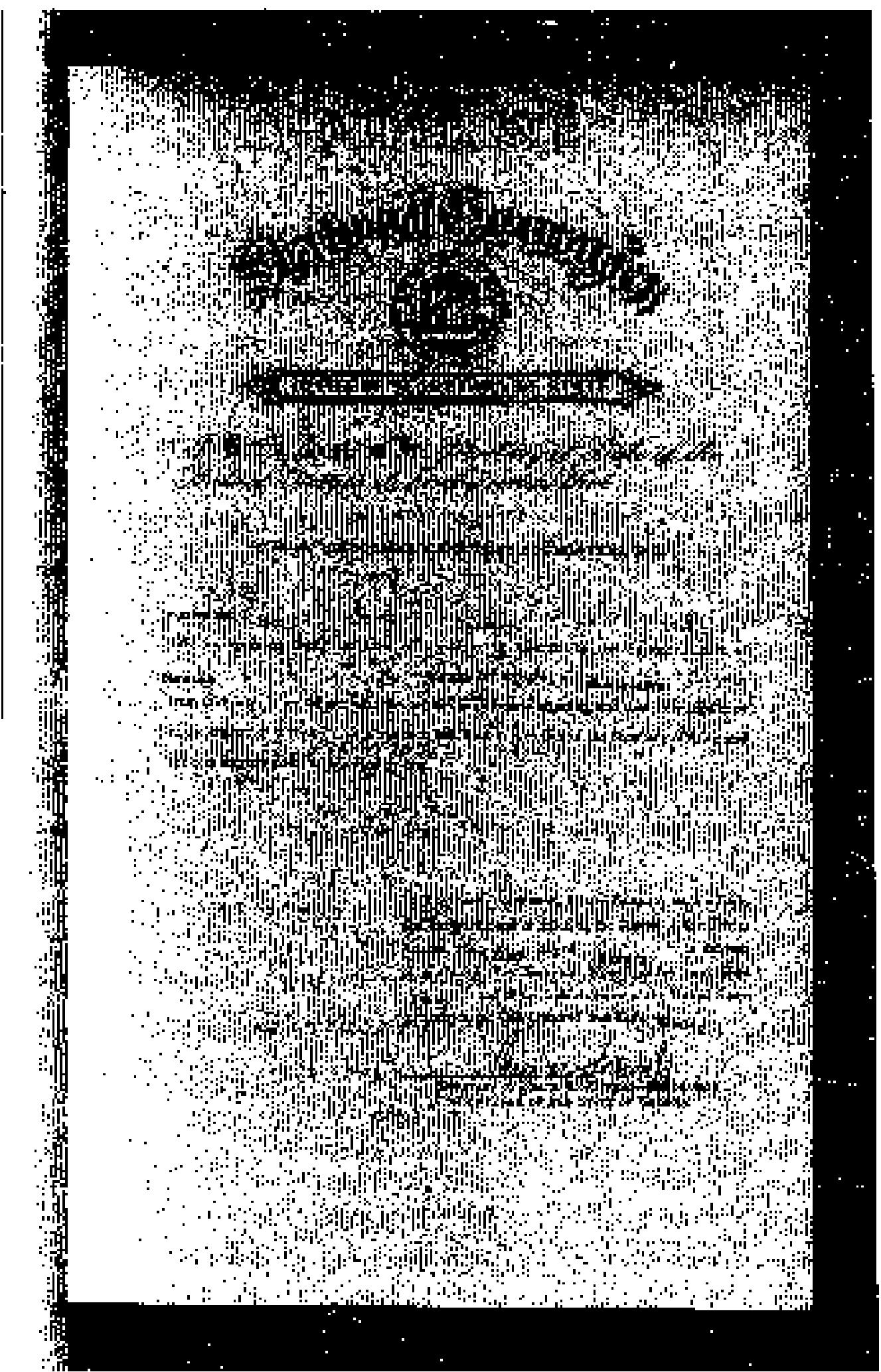
### OFFICER INFORMATION

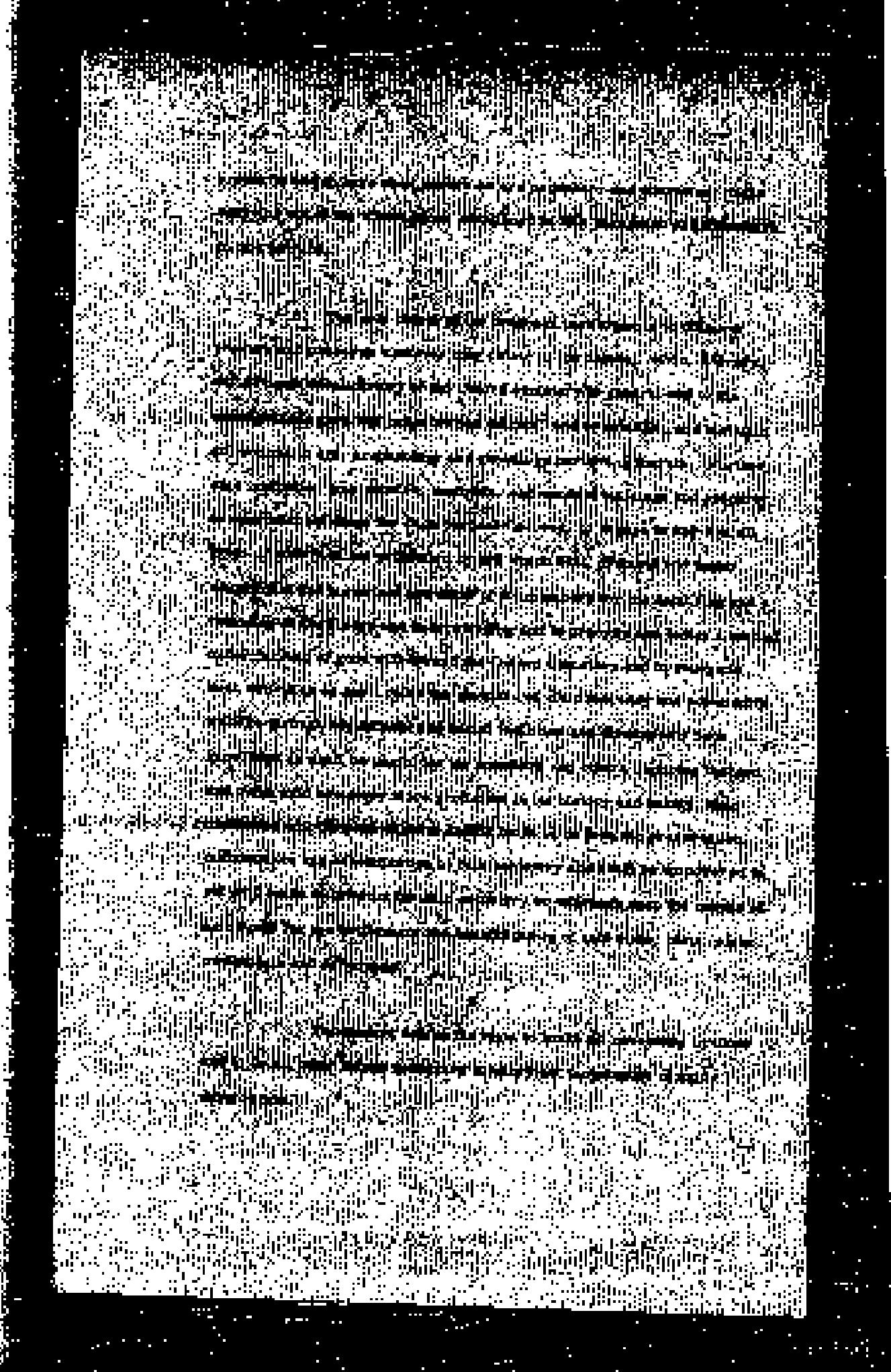
Name	Title	Business Address
Anderson Wright Anderson Wright	CEO	185 Brookfield Pl, 185 Brookview Pl, Oxford, GA 30054, Oxford, Ga, GA, 30054, USA
DON T. FLOYD	CFO	8107 MAE STREET, COVINGTON, GA, 30014, USA
MARCI A FLOYD	Secretary	8107 MAE STREET, COVINGTON, GA, 30014, USA

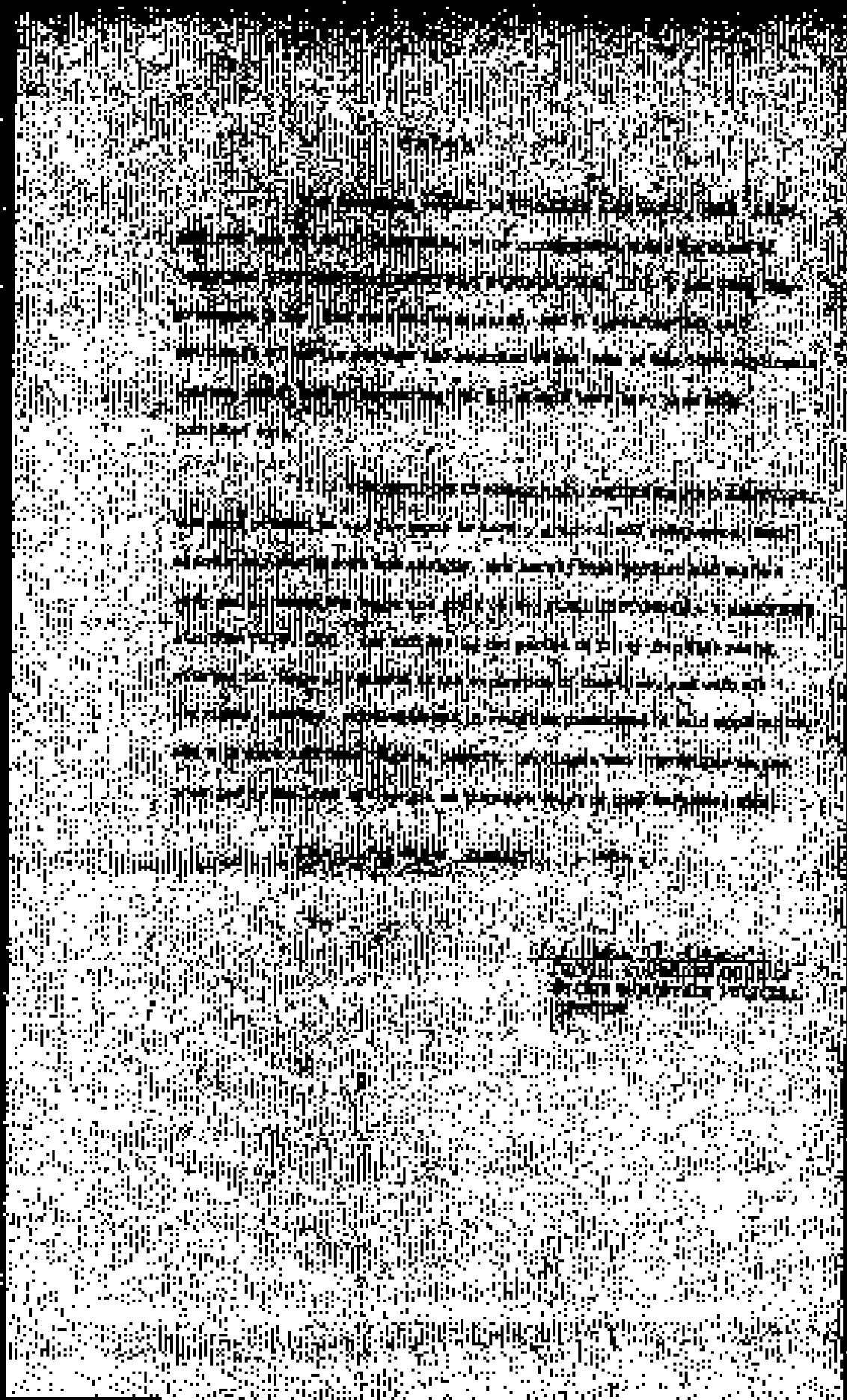
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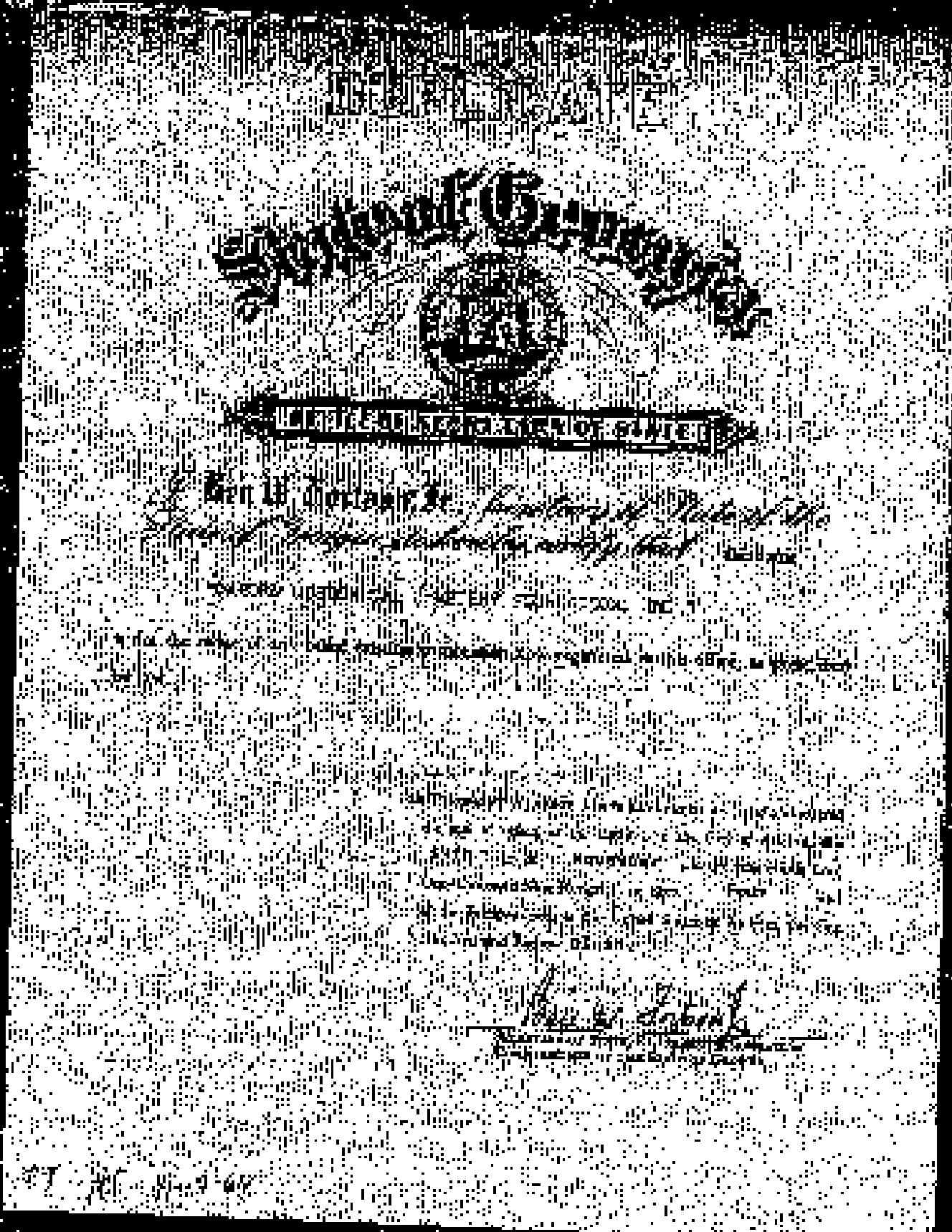
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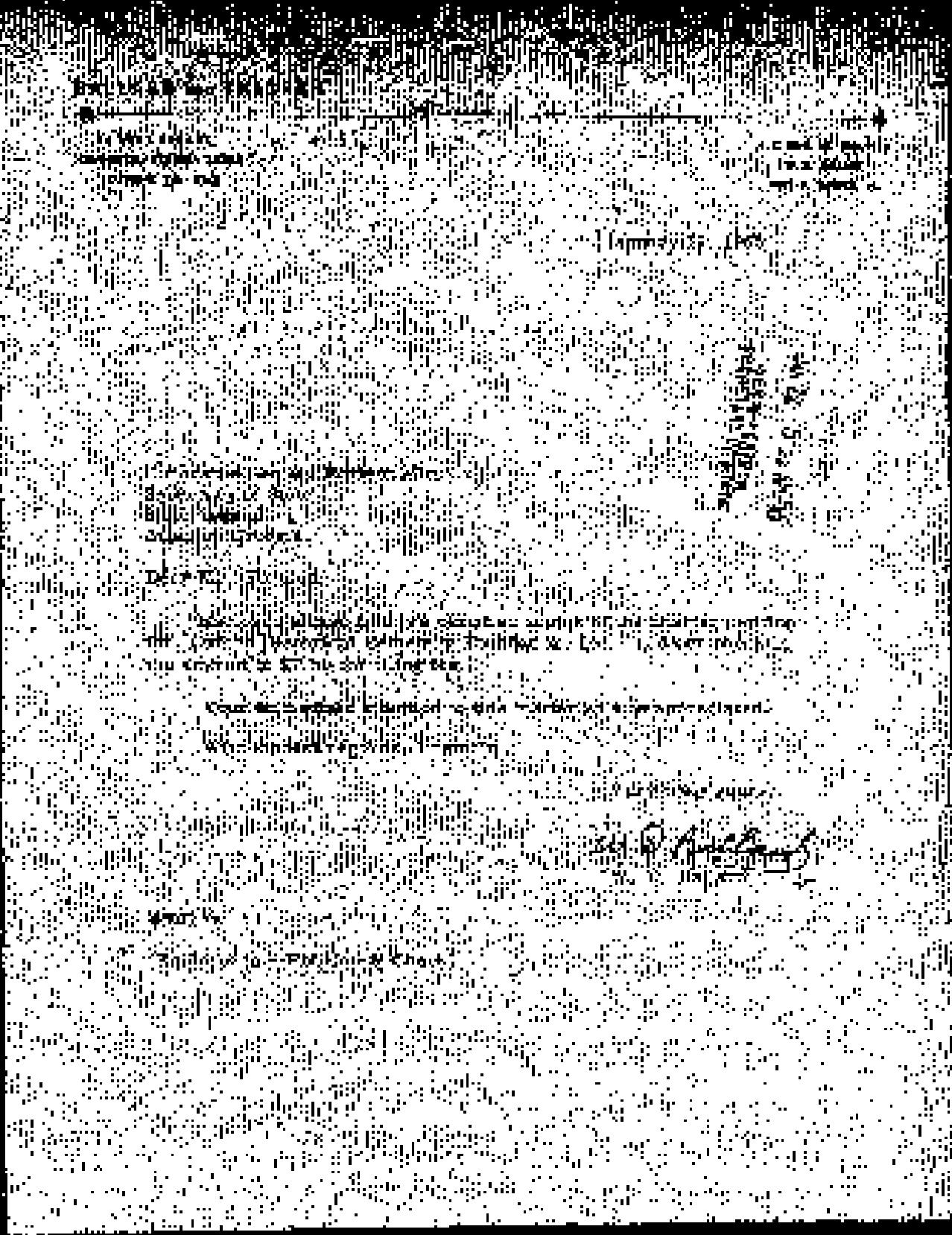
[Return to Business Search](#)











**To:** MEGG Power Participants  
**From:** Roger Steward – Manager of Bulk Power   
**Date:** August 1, 2025  
**Subject:** Mutual Subscription for Supplemental Power

The proposed capacity and reserves for supplemental power supply is now underway and attached to your Bulk Power and the power supply will commence later in the fiscal year. Below is the Plan MEGG has on offer for the term for Supplemental Power for you review.

After reviewing this information, please complete the subscription form and return to MEGG Power by October 1, 2025. In order to provide timely compliance with regulations and agreements the following schedule has been established per the Supplemental Power Supply Policy:

- Release of information to Participants for review - Sept 1, 2025
- Accept, Decline, Reservation Agreement sent by MEGG Power - October 1
- Commencement of System purchase agreements - Dec 1
- Commencement of Interconnection Customer agreements - Jan 1

Please note the terms are firm committed to you for the period. It is necessary to commit with others. Participants will have the opportunity to enter into Interconnected Customer (IIC) Agreement or otherwise purchase power contract, (III) A no longer subscribe to a contract for a general supply provider other than the traditional Nominating Firm is specified by (IV). To the estimated rate range for those providers to exist in your decision making between the three or four choices, (V) the Participant must inform MEGG Power in time so it's right to make the necessary arrangements (VI) to a proposed power supply contract.

Please note that the supplemental Power Supply Policy specifies that if a Participant Authorization Agreement form is not received by the October 1 deadline, or if a Participant has not selected the External Self Supply option does not meet the deadline for acquisition of its supply needs, MEGG Power will acting as Agent acquire the Supplemental Bulk Power Supply resources on behalf of the Participant.

The projected service liability will be for a period of time – supplemental power provider reflects no value of capacity will ever exceed the cost to market while the reserve capacity provider is the capacity provider.

The projected period of time up to one year, during which that will allow the Participant to switch providers. A proposed timeline for the policy to come into effect is in early 2026. The transition will include the participant's interests in planning activities for a new contract to serve after update. Unless otherwise specified will be in accordance with the Interconnection Policy and Supplemental Power Supply Policy, as may be needed.

Participant's excess capacity, unless the participant provides notice in advance by the specified deadline, will be sold initially MEGG Power will sell to third party participants. Continuity of supply of electric power to Participant's choice to result in a loss of resources and hence excess capacity through the Supply contract.

Please remember that each Participant is required to carry load capacity reserves. In the event of circumstances that a Participant is unable to fulfill their obligations due to the responsibility to provide resources to fulfill the requirement. The costs would be allocated back to the Participants based on their share of the resource requirement.

### **Supplemental Needs City of Oxford kW at Delivery Point**

AGGREGATION AGREEMENT  
Year 2026 Annual Subscription  
Under Supplemental Power Supply Policy  
<http://www>  
Midwest Electric Authority of Georgia  
MEAG

(Part 1 of 1)

In accordance with the MEAG Supplemental Power Supply Policy, the Under-signed Participant hereby elects to full Participants must elect one option and retain:

- (i) Opt-out: Acquire the necessary resources for its Supplemental Power Supply Requirements level:
  - (a) Annual Self Supply: i) Acquires the necessary resources for its Supplemental Power Supply Requirements for the Power Supply year and the annual (or bi-annual) Transaction (Tactical; PJ) Agreements in all system purchase processes listed;
  - (b) (Secondary-level) Substation: In one or more of the power supply alternatives identified in the assigned Domination Form in specific amounts;
  - (c) Agent - default option: Designate MEAG as its agent to nominate and acquire the required amount of resources to operate their Supplemental Power Supply Requirements. (Non-agency agency nomination: <http://www>)
    - (d) Transaction's required by specified result (e.g. this option will be used by default)

**For Participants with excess capacity**

Unless otherwise instructed by the specified deadlines, MEAG will allocate excess capacity to the next to deficit Participants' supplemental load block(s) by hourly energy market price in the sequence of 100,000, 90,000, 80,000. Supplemental will be awarded first during any remaining capacity with no allocation to others.

- (e) Opt-out of sales: Retain excess resources and not sell excess capacity through the Supplemental process.

By executing this Authorization of Agreement, Party and understand that MEAG will aggregate all MEAG Participant capacities and determine the total amount of Participants' supplemental power supply requirements nominated under this Annual Subscription. Participant, it is understood that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements met the gross capacity for one or more years to those Participants named by no less than 95% and Participant agrees that such capacity purchases may be executed through third parties or other Participants.

Participant agrees to and accepts the above nomination, this day of July, 2026.

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

By

Midwest Electric Authority of Georgia

Page: 1 of 2

**Law Enforcement Officer  
Oath of Office**

It is an honor and a privilege to have the opportunity to serve the American public, serving as a law enforcement officer in a community. Law enforcement officers always perform their stated duties in a way that recognizes, respects, and protects the rights of the citizens they serve. Failure to conform to these standards erodes the public trust and their agency's legitimacy. It is for these reasons that each public officer takes an Oath of Office prior to assuming their duties. Prior to the 2025 Georgia Legislative session, OCGA § 5-3-1, (3), (4), (5) provided specific language for public officers. However, there is no standard to that required of police agencies.<sup>4</sup>

Specifically, all public officers must:

1. Take an Oath of Office;
2. Take an oath authorized by the Constitution of Georgia;
3. Swear he/she is not the holder of any unaccounted for public money due to the State or to the political subdivision or authority thereof;
4. Swear he/she is not the holder of any office of trust under the government of the United States, any other state, or any foreign state which he or she is by the laws of the State of Georgia prohibited from holding;
5. Swear he/she is otherwise qualified to hold said office according to the Constitution and laws of Georgia; and
6. Swear he/she will support the Constitution of the United States and of this State.

During the 2025 legislative session the language for a police officer's oath of office was amended as:

"I, [name of person taking oath], hereby swear or affirm that I will faithfully, truly, and without malice or partiality, uphold the laws of the State of Georgia, as well as, any ordinances set out I am authorized to enforce, to the best of my ability and support and defend the Constitution of the United States and the Constitution of Georgia. So help me God."<sup>5</sup>

In addition, the law also authorized the oath could be administered by the one sworn-in officer of the agency or any authorized adult official and such oath may be filed in and entered in the records of that agency.

Finally, an agency may administer an "inalienable" oath, which contains provisions not specifically provided and enumerated in this Code section, provided, however, that such oaths, as they language in accordance to the language set forth in this Code section, shall be deemed aspirational only and of no appellate, injunctive or criminal proceeding.

However, it is noted that the language utilized in OCGA 45-3-1, (3), (4), and (5), is still available. This is not authorized by the legislature. In this regard, it is recommended the language from 5-3-1 be included. A sample oath is included below. For more information, please do not hesitate to contact the Georgia Association of Chiefs of Police at 770-495-3650.

# **Planning Commission Members – 2025**

**1) Jonathan Eady**  
1216 Wesley Street  
Oxford, GA 30054  
(770) 788-8993  
[Jonathan.Eady@AGG.com](mailto:Jonathan.Eady@AGG.com)  
Term expires December 2021

**2) Juanita Carson**  
1223 Wesley Street  
Oxford, GA 30054  
(678) 658-7964  
[Fundy456@cooper.net](mailto:Fundy456@cooper.net)  
Term expires December 2021

**3) Mike McQuaide**  
1026 Emory Street  
Oxford, GA 30054  
(678) 342-3597  
[mmcquai@emory.edu](mailto:mmcquai@emory.edu)  
Term expires December 2022

**4) Mary Glenn Landt**  
411 Dowman Street  
Oxford, GA 30054  
(404) 401-1426  
[mgmegan@gmail.com](mailto:mgmegan@gmail.com)  
Term expires January 2025

**5) Troy Willis**  
1306 Emory Street  
Oxford, GA 30054  
[troy3345@att.net](mailto:troy3345@att.net)  
Term expires June 2026

**6) Dave Huber's Term Expired July 2025**

**City of Oxford, Georgia Asbury Street Park Playground Enhancement  
Construction of Climbing/Sitting Kneeling Wall  
Call for Bids**

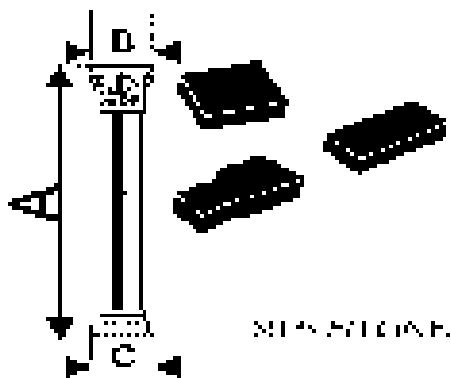
May 15, 2025

The City of Oxford, Georgia seeks a local construction company to install a concrete wall as part of an enhancement to Asbury Street Park.

- The wall will extend along the curved western, southern, and eastern edges of the playground area, following the existing line between the mulched and grassy areas (see illustration below).
- The height of the wall should be 18"-24" - varying slightly along the wall to create a level top.
- The top edges of the wall will be to provide climbing, a safety wall, and a sitting/kneeling element. Torch fire and a dipping/angle feature will also be naturalistic at the park.
- The six blocks include PERI U4000 T4000 units, formwork, and installations together.
- The actual length of the wall will be based on available city budget, but not less than eighty feet.
- The bid should include costs for TWO STYLING choices: 1) stacked stone veneer over concrete to match the stone used on the park pavilion; and 2) stacked boulders/piping up onto the wall around the perimeter of the Old Church front lawn at 1014 Asbury Street Oxford, GA 30834.
- The construction period is preferably through the month of June 2025. The city wants to have FINAL E.L. NIS on this project by March 22, 2025 so we may pay this project out of our FY 2025 budget.
- Please understand a bid of \$100,000 or more will likely be the minimum bid for this job.
- Qualifications:

  - We will also need to confirm that your company is in compliance with the State of Georgia's Verify Program.
  - Bid must be addressed to City Manager Bill Andrew at Oxford City Hall, 100 W. Clark Street, Oxford, GA 30834 and received no later than 10:00 AM on TUESDAY, MAY 22, 2025. Bids may be mailed, faxed, delivered, or e-mailed to [bidinfo@oxfordgeorgia.org](mailto:bidinfo@oxfordgeorgia.org).
  - Contact City Manager Bill Andrew via telephone at 770-785-2800 or [billandrew@oxfordgeorgia.org](mailto:billandrew@oxfordgeorgia.org). (Please note, City Hall will be closed on Memorial Day.)

**PLEASE NOTE: Asbury Street Park is located at 104 W. Madison Street, Oxford, GA 30834**



# DESIGNED INSTALLATIONS

Custom Retaining Walls

1015 S. 57TH ST., P.O. BOX 1000, OXFORD, MS 38655-1000, PHONE 706-410-8717  
E-MAIL: [dimmertm@juno.com](mailto:dimmertm@juno.com)

## ESTIMATE

City of Oxford

DATE 6/9/22

To: City Park

RF: Oxford City Park - new wall

Medium

Construct a 20' long, 23' high fence wall with 4x4 memory as described.

Grade 50 bar wire, 1/2" diameter, 1/2" overlap, 1/2" gap, 1/2" wide

\$177.00/ft

Man hours, excavation will be, labor and materials, 1/2" wire, 1/2" gap, 1/2"

Man hours, man made sand and rock, stone and gravel, 1/2" wire, 1/2" gap, 1/2"

General labor, 1/2"

If you have any questions, please let me know.

Respectfully,

Dimmert

**SPLOST 2023 EXPENDITURE REPORT  
5/16/2025**

	Original Estimate	Spent To Date	Remaining
Water and Sewer Improvements	\$1,000K	\$0.00K	\$1,000K
Public Safety, Fire, and Emergency Services	\$100K	\$0.00K	\$100K
Transportation	\$200K	\$0.00K	\$200K
Healthcare, Parks, and Recreation	\$200K	\$0.00K	\$200K
Total	\$400K	\$0.00K	\$400K

Spent To Date: \$0.00K / Total Remaining: \$400K

Report Generated: 5/16/2025 10:45 AM

#### Expenditure Detail

Category	Description	Original Estimate	Spent To Date	Remaining	Task Status
Water and Sewer	Water Treatment Plant Expansion	\$100K	\$0.00K	\$100K	In Progress
Water and Sewer	Water Main Replacement Project	\$100K	\$0.00K	\$100K	In Progress
Water and Sewer	Water System Upgrade	\$100K	\$0.00K	\$100K	In Progress
Water and Sewer	Water Treatment Plant Construction	\$100K	\$0.00K	\$100K	In Progress
Transportation	Road Reconstruction Project	\$100K	\$0.00K	\$100K	In Progress
Transportation	Bridge Rehabilitation	\$100K	\$0.00K	\$100K	In Progress
Transportation	Highway Improvement Program	\$100K	\$0.00K	\$100K	In Progress
Transportation	Local Street Maintenance	\$100K	\$0.00K	\$100K	In Progress
Healthcare	Hospital Construction	\$100K	\$0.00K	\$100K	In Progress
Healthcare	Medical Equipment Purchase	\$100K	\$0.00K	\$100K	In Progress
Healthcare	Healthcare Clinic Expansion	\$100K	\$0.00K	\$100K	In Progress
Parks and Recreation	Park Development Project	\$100K	\$0.00K	\$100K	In Progress
Parks and Recreation	Recreational Facility Construction	\$100K	\$0.00K	\$100K	In Progress
Parks and Recreation	Community Garden Program	\$100K	\$0.00K	\$100K	In Progress
Total		\$400K	\$0.00K	\$400K	In Progress



FY2026 Capital Budget Approved 6/2/2025

Account Number	Project Description	FY2026						
		Cost	Capita/Gold Reserve	Georgia Fund 1	Water/Sewer Capital	SPILOST 2023 Allocations	External Funds	Total
350.1500.117100.000	Land Acquisition	150,000	150,000					150,000
350.1565.542500.001	A/V Upgrades in Council Room/Court Room	150,000	150,000					150,000
350.6200.541200.003	Catoiva Creek Restoration and Greenway Trail	1,027,118	127,118					1,027,118
350.6200.541200.013	2 Trails Project	2,815,398	500,505					2,815,398
350.6200.542401.002	Gazebo for Asbury St Park	30,000	30,000					30,000
350.6200.542401.003	Parking for Asbury St Park	75,000	75,000					75,000
350.6200.542401.004	E. Clark Street Improvements	100,000	100,000					100,000
323.4224.541203.003	Emory Street Sidewalk Replacement (Post Office to Soule St)	617,079	413,099					617,079
350.4210.521500.001	City-Wide Complete Streets Plan and Development	100,000	100,000					100,000
350.4250.541200.019	Stormwater Infrastructure Improvements	60,000	60,000					60,000
350.4400.542100.004	6 foot bushhog (replacement for tractor bushhog)	6,500	6,500					6,500
510.4601.541402.001	Electric System Improvements	140,000						140,000
505.4400.542500.002	Smart Meters	600,000						600,000
505.4400.541401.001	Water Line Replacement (CDBG Project)	100,000						100,000
505.4400.542500.002	Water Line Replacement Godfrey St. (new CDBG project)	100,000						100,000
505.4400.541401.003	Decommission of transite pipe water line on Wesley St.	50,000						50,000
505.4331.541400.023	Sewer Easement Rehabilitation Project	80,000						80,000
505.4331.541400.024	Turkey Creek Sewer Line Rehabilitation Project	25,880						25,880
<b>TOTALS</b>		<b>6,226,975</b>	<b>1,119,123</b>	<b>563,099</b>	<b>655,880</b>	<b>440,000</b>	<b>548,873</b>	<b>2,900,000</b>
								<b>6,226,975</b>

<b>Reconciled Balances as of 3/31/2025</b>	
Capital Projects + Gold Reserve	1,550,382
SPILOST 2023	782,912
Water/Sewer Capital	2,225,403
Electric Capital	801,826
Georgia Fund 1	3,680,989
<b>Total Local Funds Available</b>	<b>9,001,513</b>
External Sources	3,900,000
<b>Total Funds Available</b>	<b>12,901,513</b>

estimate 600,000 additional receipts by end of FY 2026

## City Manager Update Notes - August 18, 2023

- 1) **Groundswell - Solar For All Grant** - For an update on this funding, please see the attached email from Groundswell staff. It is anticipated we will discuss this further in our next session.
- 2) **Bids for Advanced Metering Infrastructure (AMI)** - Four bids (total, 19 over 350 pages) were received by Carter and Sonnen for the AMI system we are looking to install for water and electricity. The engineers are putting together a synopsis of the bids and will be setting up another Council meeting this week so we may plan to discuss awarding the AMI project at our Work Session on September 12 and awarding on October 6.
- 3) **Whitewood Street Update** - As reported earlier, the lighting plan was approved, and the fixtures are on order. The price for the light, fixtures, wiring, and installation is \$97,667.00. This currently leaves us with a balance of \$157,737.50 in the project account. On 9/6 we discussed some bulk purchases, we do not anticipate any other costs and we be still under budget for this project. The original estimated budget for this project was \$290,381.
- 4) **Stormwater Project for Emory Street, near E. Wade Street** - We may recall the flooding caused by the age of the sidewalk and lack of drainage infrastructure south of the intersection of E Wade Street and Emory Street. This project is about 1/4 mile, and we're working on releasing a Request for Proposals on August 23/24 in the Chattanooga News and the State Procurement Registry. The cost of the project is estimated to be \$37,770 with an additional 20% contingency at \$7,554 or total estimate of \$45,324.
- 5) **Emory Street Sidewalk Phase 2** - This applicant was originally recommended in August of 2024. On May 15, 2023, I signed the final GDOT construction permit for the second phase of the sidewalk project, which will replace the old, substandard sidewalk in the intersection and the decorative lighting from W. Georgia Street to the US Post Office. The construction plans were approved by GDOT on June 13, and we are still waiting for the approval for the utility permit. We have put Peabody State in notice for a public meeting to work on an updated budget as costs have changed from when pricing was originally submitted. Located 101-109 E. Emory Street. In Peabody State so they can review this information and make a final cost proposal in their bid advertising. We are beginning to get these new costs incorporated into a contract for the Council to consider. Rep. and Ward have asked GDOT to provide a contractor we can work with to let it early this year.
- 6) **Economic Development Plan and Marketing with ECG**
  - a. On July 17, October Park (Main Street Local Properties) and I met with the economic development team from ECG. They are working with us to market the Whittman Building and the Town Center.
  - b. ECG has suggested the IDBA consider using their staff resources to help facilitate a relationship process to create a cohesive and localized understanding of the mission and goals of the IDBA.

**From:** [Michelle Moore](#)  
**To:** [Ronald Newman](#)  
**Cc:** [serruralpower@groundswell.org](mailto:serruralpower@groundswell.org); [Matthew Wesley Williams](#)  
**Subject:** UPDATE AS OF THIS MORNING Re: Update on EPA Announcement re Solar for All (SE Rural Power)  
**Date:** Friday, August 8, 2025 12:04:49 PM

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Good morning, everyone.

I'm writing you all with a timely update an an initial brief on Groundswell's plan forward.

As of last night, EPA distributed termination letters to all Solar for All awardees, including Groundswell. Importantly, the Solar for All program is and has been fully contracted since the middle of last year, and the T&C do not allow for termination for convenience (only for cause). As such, Groundswell, and most if not all of the 60 Solar for All awardees, will be contesting the termination.

In the interim, our team will be continuing to move this important work forward so that \*WHEN\* the Solar for All program is able to move forward once again, we are poised and ready to roll.

In the near term, that means that we will continue forward as planned, including completing the initial selection process based on our RFP that closes today. We have 24MW of local power projects across the Southeast ready to get built, and we are committed to making sure those projects are shovel ready with commitments in place and contracts ready for final signatures as soon as the path forward is cleared. From the responses already in, we are seeing some very good pricing on these projects, and we will be able to talk with you all next time we're together on a call about our strategy here.

Groundswell has experience contending for our region. We are currently pursing a similar path on a \$20 million grant to six counties across West Georgia and Central and East Alabama to repair homes with energy efficiency and build local resilience hubs with local mayors. In that instance, I would add that our commitment to \*MAINTAIN MOMENTUM\* has welcomed additional resources and partners into the good work - strengthening community development, fixing more houses, and savings more on bills.

As many of you know, this work is how I practice my faith and the call to love our neighbors as ourselves. So at a personal level, this is a calling for me, not a job. I'm gonna keep moving forward in the Spirit and in unity, and I am grateful to work alongside each and all of you in this good work of serving the people and places we love.

With gratitude,

~Michelle

.....  
**L. Michelle Moore | CEO**  
**Groundswell**  
80 M Street SE, Washington, D.C. 20003  
M: (202) 378-0296