

# DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

## AGENDA

**August 25, 2020 – 7 PM (Via Teleconference)**

### **Meeting Access Information:**

Online: [Click Here](#)

Mobile Number: 1-646-876-9923

Meeting ID: 935 0987 9574

Passcode: 430695

1. **Opening** – Brian Barnard, Chair
2. \* **Approval of Minutes** – The minutes for July 28, 2020 are attached.
3. \* **Landscape Maintenance on the E. Clark Street Lots** – The DDA will discuss the long-term landscape maintenance plan for the E. Clark Street Lots. We have attached the surveys for the lots.
4. **The Yarbrough House Property** – The DDA will discuss potential uses for the Yarbrough House Property (107 W. Clark Street).
5. \* **The Farmer's Market** – The city is revising its policies and marketing plan for the Farmer's Market. Given that the market is held on the city green, we wanted to keep the DDA informed on what the city is considering. It has been suggested that, at some point, a pavilion might be installed on the city green to provide a more permanent space for vendors. We have attached the most recent draft of the market's operating policies.
6. **Other Business**
7. **Adjournment**

\* Attachments

MEMBERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY: Mr. Brian Barnard, Chair; Mr. Mike Ready, Mr. Jonathan Eady, Ms. Danielle Miller, Mr. Ray Wilson, and Mr. Art Vinson.

# **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD**

Minutes – July 28, 2020

**MEMBERS:** Mr. Brian Barnard, Chair; Mr. Jonathan Eady, Ms. Danielle Miller, Mr. Art Vinson, and Mr. Ray Wilson. Mr. Mike Ready was absent.

**STAFF:** Matthew Pepper, city manager and DDA secretary/treasurer.

**GUESTS:** No guests were in attendance.

**OPENING:** At 7:04 PM, Mr. Barnard called the meeting to order.

**APPROVAL OF MINUTES:** Upon motion of Mr. Eady, seconded by Mr. Wilson, the minutes for the meeting on February 25, 2020 were approved. The vote was 5 – 0.

## **TOWN CENTER DEVELOPMENT DISCUSSION:**

*Motion by Mr. Eady, seconded by Mr. Vinson, to enter the Executive Session at 7:08 PM . The vote was 5 – 0.*

The DDA discussed the potential acquisition and disposition of real estate.

*Motion by Mr. Eady, seconded by Mr. Vinson, to leave the Executive Session and return to the regular meeting at 7:43 PM. The vote was 5 – 0.*

**OTHER BUSINESS:** The DDA did not discuss any items related to other business.

**ADJOURNMENT:** Upon motion by Mr. Vinson, seconded by Mr. Eady, the meeting was adjourned at 7:44 PM. The vote was 5 – 0.

Submitted by:

Matthew Pepper, Secretary/Treasurer

REFERENCES:  
 DEED RECORD: D.B. 3264, p. 1  
 PLAT RECORD: P.B. 43, p. 245  
 TAX RECORD: TAX MAP X0030, PARCEL 005

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,261 FEET, AND AN ANGULAR ERROR OF 04" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 754,535 FEET.

FIELD DATA WAS COLLECTED USING A TOPCON GPT2003W ELECTRONIC TOTAL STATION LEICA TS12 ROBOTIC TOTAL STATION AND A CHAMPION TKO JAVAD TRIUMPH-LS DUAL-FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER REFERENCING THE eGPS STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.04 FEET.

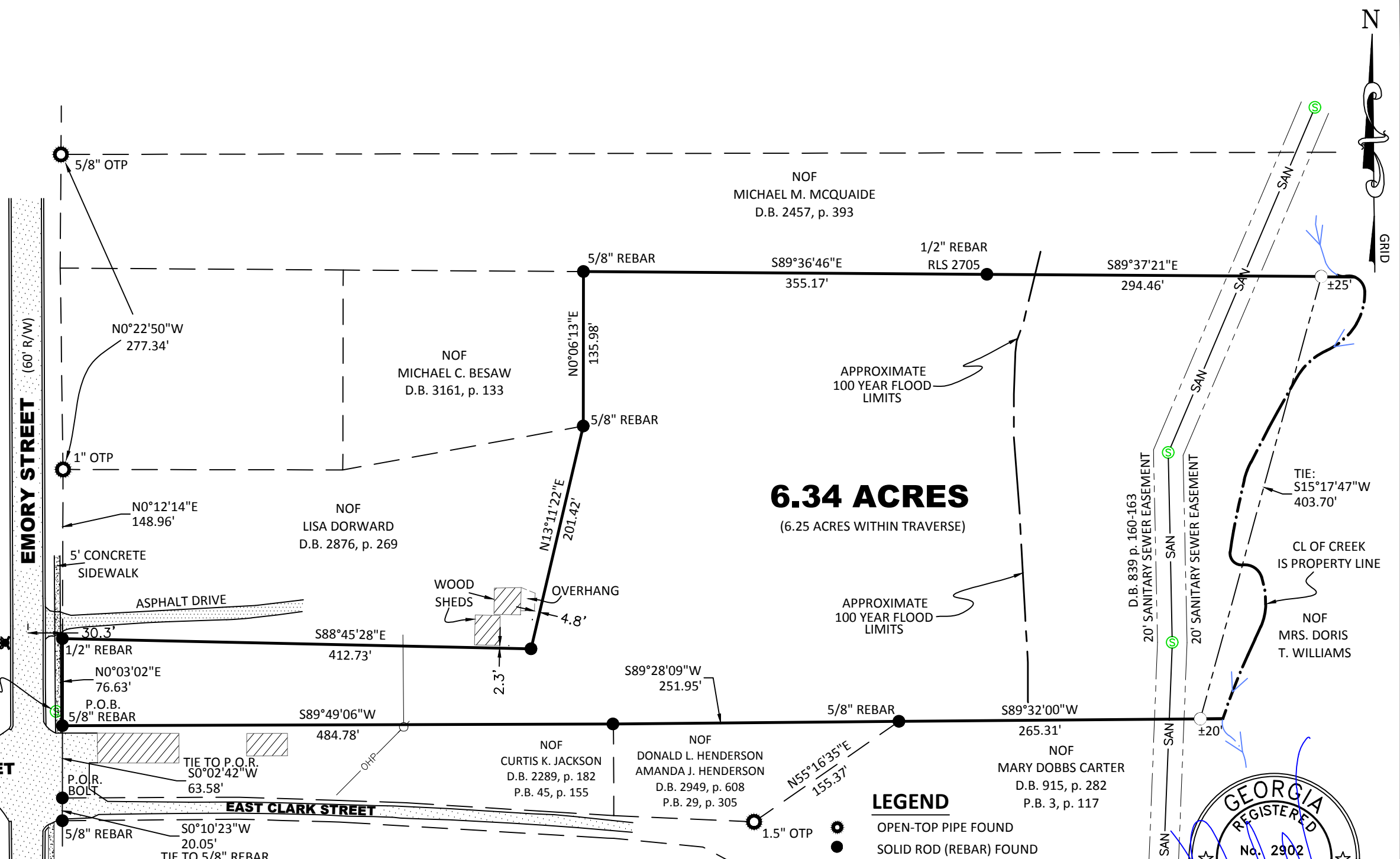
FIELD SURVEY COMPLETED IN AUGUST 2015.

THE PROPERTY SHOWN HEREON IS LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13217C 126D FOR NEWTON COUNTY, GEORGIA DATED 03-17-2014.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.

COORDINATES DEPICTED HEREON REFERENCE THE GEORGIA STATE PLANE SYSTEM, WEST ZONE, NAD83, IN US FEET. VERTICAL INFORMATION PROVIDED HEREON REFERENCES NAVD88.

A 25-FOOT UNDISTURBED BUFFER IS ESTABLISHED BY THE STATE OF GEORGIA FROM THE TOP OF CREEK BANKS ON BOTH SIDES OF CREEKS FOR EROSION CONTROL PURPOSES.



**6.34 ACRES**  
 (6.25 ACRES WITHIN TRAVERSE)

**LEGEND**

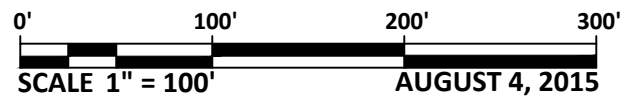
- OPEN-TOP PIPE FOUND
- SOLID ROD (REBAR) FOUND
- 1/2" SOLID ROD (REBAR) SET
- ⊗ BEARING CHANGE (NO PIN SET)
- △ SURVEYOR'S NAIL SET
- ADJOINING PROPERTY LINE
- OHP — OVERHEAD POWER
- POWER POLE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- NOF NOW OR FORMERLY
- D.B. DEED BOOK
- P.B. PLAT BOOK
- LL LAND LOT
- OTP OPEN-TOP PIPE



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This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67. Authority O.C.G.A. Secs. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

BOUNDARY RETRACEMENT SURVEY FOR  
**CITY OF OXFORD**  
 LAND LOT 288, DISTRICT 9  
 CITY OF OXFORD  
 NEWTON COUNTY, GEORGIA





REFERENCES:

DEED RECORD: D.B. 2289, p. 182

PLAT RECORD: P.B. 45 p. 155

TAX MAP NO. X40-002

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 230,790 FT.

FIELD DATA WAS COLLECTED USING A TOPCON GPT2003W ELECTRONIC TOTAL STATION AND A CHAMPION TKO JAVAD TRIUMPH-LS DUAL FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER REFERENCING THE eGPS STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.04 FT.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 7,985 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

FIELD SURVEY COMPLETED IN DEC. 2014.

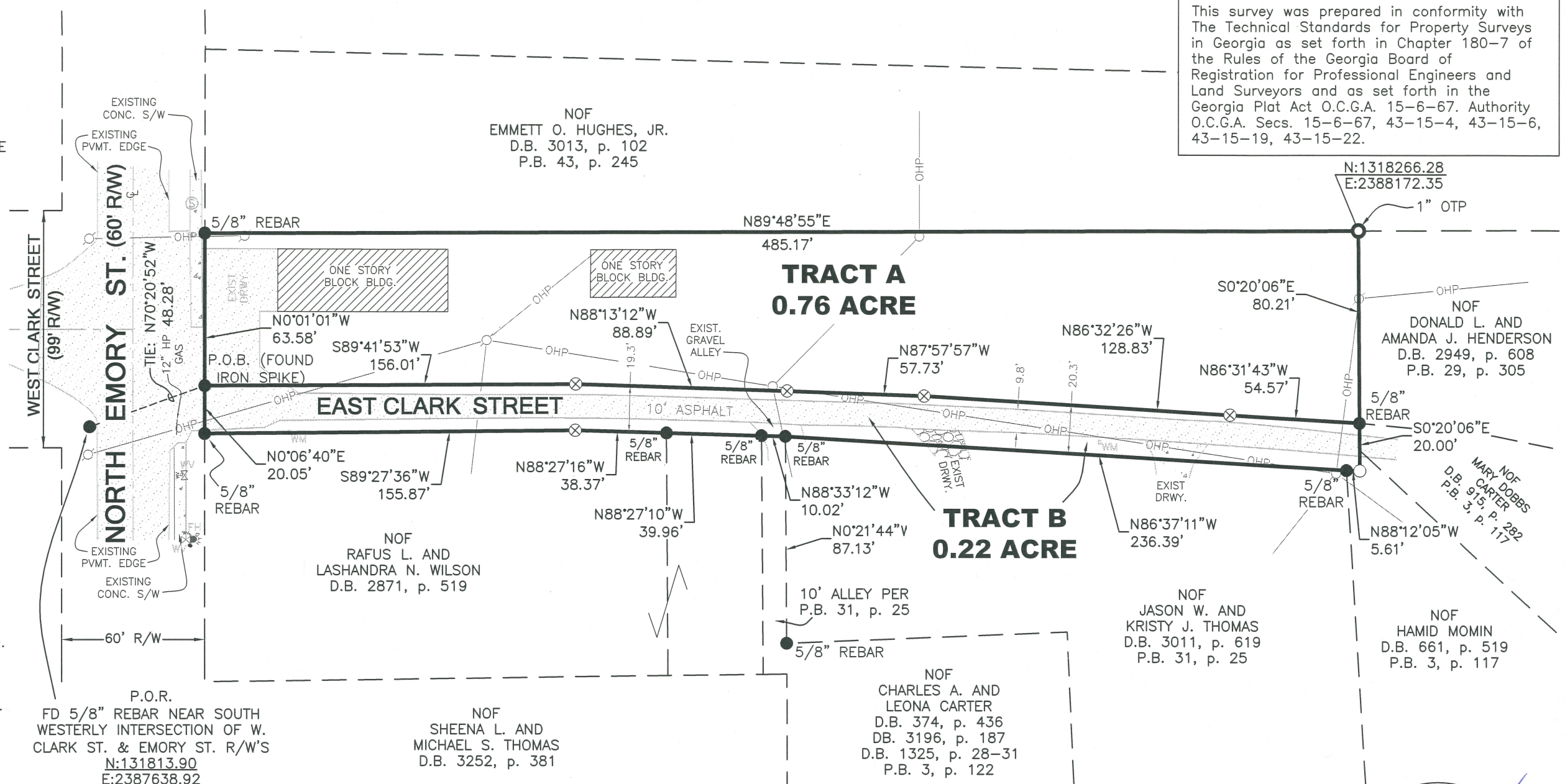
THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 1317C-0126D FOR NEWTON COUNTY, GEORGIA DATED 03-17-2014.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.

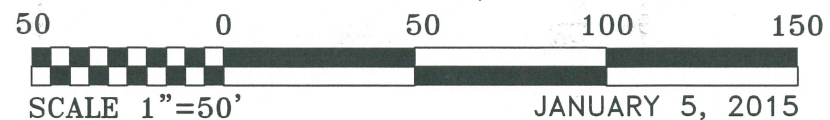
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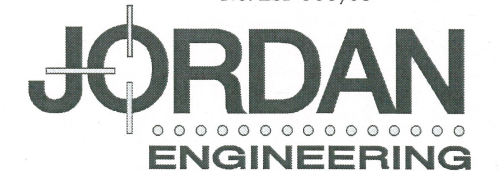
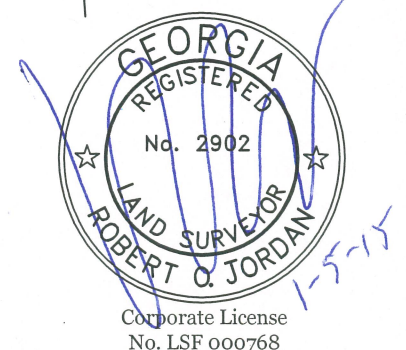


BOUNDARY AND RIGHT-OF-WAY SURVEY FOR  
**THE CITY OF OXFORD**  
 LAND LOT 288, LAND DISTRICT 9  
 NEWTON COUNTY, GEORGIA



**LEGEND**

- OPEN-TOP PIPE FOUND
- SOLID ROD (REBAR) FOUND
- 1/2" SOLID ROD (REBAR) SET
- ⊗ BEARING CHANGE (NO PIN SET)
- △ SURVEYOR'S NAIL SET
- ⊙ POWER POLE
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## **Oxford Farmers Market Operating Policies**

The Oxford Farmers Market (OXFM) was founded to provide sustainably produced, local products to our residents. To foster a dynamic economic and educational connection between community members, food producers, and artisans by providing a marketplace which allows for the direct marketing of products from the original producer to the end consumer. The Market serves the dual purpose of providing (1) a direct retail outlet for local farmers, value-added producers, and artisans thereby promoting local agriculture and hand-crafted goods, and (2) an alternative buying arrangement for consumers where high quality fresh, local products are available at reasonable and fair prices in an atmosphere conducive to the exchange of information and ideas between the producer and the consumer.

### **Vendors:**

1. We select a diverse group of vendors and take into account all products available at the markets. Completed applications will be processed in a timely fashion by the Market Manager and the city staff. Additional information about the applicant and products, or an on-site visit may be required before an application can be fully considered.
2. No person will be allowed to sell products until their application has been accepted and approved. An Application is not completed until fees are paid as defined in the Application form(s). The Oxford Farmers Market, reserves the right to prohibit anyone from selling at the market. The Market Manager and city staff with or without cause may revoke vendor privileges. Upon revocation of privileges, fees paid will be refunded after deduction of the weekly rate. Appeals may be brought before the city council.
3. OXFM prioritizes “producers” whenever possible.

### **What Can Be Sold 60% whole foods to 40% other vendors.**

1. **Raw Agricultural Products** grown by the vendor which meets OXFM standards. This includes fruits, vegetables, grains, herbs, flowers, bedding plants, and potted plants. No resale of prefinished plants is allowed.
2. **Value-Added Agricultural Products** produced by the vendor which meets OXFM standards. This includes products made of raw agricultural products that have been processed or any whose sale a government agency regulates. Examples are jams, jellies, sauces, oils, vinegars, pickles, baked goods, molasses, cider, soap, frozen fruits and vegetables, and picked-out nuts. Use of local farm ingredients is strongly encouraged, especially from OXFM farmers. If the ingredients are available locally, it is expected that you will purchase it from a local and sustainable source. Vendors must abide by all applicable federal, state, and local health regulations. In addition, they must adhere to federal guidelines on labels.

### **Market Fees:**

The OXFM will collect fees from all vendors based on the number of 10 x 10 spaces the vendor uses. 10x10 and 10x20 spaces will be available. Vendors may be eligible for a discount if they pay for an entire year. If the market does not run the full 48 weeks due to unforeseen circumstances any vendor who has paid in advance will be refunded for closed weeks at the rate they paid. However, if the vendor pays in advance but chooses not to attend the market, the vendor does not receive a refund.

Monthly at \$10.00/week for a 10x10 space, paid the first market day of the month. If the vendor is a rotating vendor they pay for the number of scheduled dates for that month. Yearly at @\$8.00/week for a 10x10 space, must be paid in advance.

Payment can be made by mailed check, in person at City Hall or at the first market attended by the vendor. Full-season payments must be made within 2 weeks of acceptance into the market. Once a vendor is established at the market, fees are normally collected during the market by the market manager. Any vendor refusing to pay owed fees will be permanently dismissed from the market.

## **Market Operations:**

### **1. Market Schedule and location**

The Oxford Farmers Market is located in the grass field next to the Yarborough House at 107 W Clark Street, Oxford, Georgia 30054. OXFM operates every Friday and Saturday, January through December. Hours of operation are 12PM to dusk Friday and 7:00 AM to 1:00 PM on Saturday.

### **2. Stall Occupancy**

Space assignments shall be made by the market manager for each market day. Location of spaces will be decided on consistency of attendance. The market manager may require a vendor to move from one space to another at any time for any reason however every effort possible will be made to assign a vendor to a regular space each week for the entire season. No vendor shall sublease, sell, or permit anyone to use his/her space. Spaces may be shared with another approved OXFM vendor.

### **3. Tents**

All vendors are required to have their own tent and display set-up. Tents must always be safely secured from unexpected weather events with a minimum of 20 lb. weights securely attached to each leg. All vendors must remove all trash from their tent space at the close of each market.

### **4. Stall Appearance**

It is the responsibility of individual vendors to maintain a clean and healthful condition within their assigned area and to leave that area free of debris. Products should be displayed in an attractive manner. Vendors should have a clearly visible sign designating the name of their farm/business. All signs should be presentable and within vendors assigned area.

### **5. Arrival, Set-up and Break-down**

Vendors may arrive up to an hour prior to the market opening for set-up. Set-up should be fully completed by market opening. As a courtesy and convenience to our vendors, every effort is being made to allow you to park your vehicle directly behind your tent. Vendor set-up and parking areas will be clearly defined, and market manager will review set-up procedure with all new vendors. Vendors should be cleaned up and departing market property within the hour after market closing. Please help OXFM keep market grounds clean and safe at all times.

### **6. Parking**

There will be a designated parking area for all market vendors. Vendors must park in the designated area in order to leave other parking areas for the customers.

## **7. Labels and Prices**

Vendors are required to label all products with a minimum of the item's name and price. If a product offered for sale is produced by someone other than the seller, that farm of origin should be indicated (and they should also be a member of the market). No vendor may use the adjective "organic" or "naturally grown" to describe their products unless they have provided the OXFM staff with an up to date certificate. We encourage such certificates to be displayed at the vendor's booth. The market requires vendors to truthfully represent their products and operations.

## **8. Market Staff**

There will be a market manager and/or additional volunteers every Friday and Saturday. Staff is responsible for assigning spaces, enforcing regulations, collecting fees and helping to ensure smooth operation of the market. Volunteers will often be delegated to communicate and/or carry out activities on behalf of the market staff and should be respected by the vendors.

## **9. General Code of Conduct**

Staff, volunteers, vendors, customers and visitors will not be subject to language or actions considered to be abusive, profane, threatening, or harassing.

The following constitutes a violation of Market Rules and will constitute immediate and permanent expulsion from the Market:

- Threatening behavior, vandalism and the use or threat of violence by a Vendor or his/her employees or agent constitutes.
- Possession of firearms by a Vendor or his/her employees or agent.
- . Fraudulent, dishonest or deceptive merchandising.

Smoking and drinking alcohol are not allowed in the market area.

OXFM will follow the City of Oxford pet rules which require all pets to be on a leash.

Care must be taken to place food items away from contamination. Solicitation for products, services, or charitable contributions not meeting the OXFM criteria, or by vendors other than OXFM vendors will not be permitted. All vendors will be responsible for the actions of their employees and/or agents.

### **Cancellation of the Market:**

In the event that the City of Oxford holds a Saturday event that will need the space the market occupies, we will cancel market and reimburse pre-paid fees for that day.

Cancellation due to inclement weather is the decision of the market manager and the city council. The decision will be made by 4:00AM the morning of the market and communicated to vendors immediately. If the market is cancelled, no vendor is permitted to sell from their truck or tent at the FFM site. The site will be officially closed to vendors.

### **Market Manger:**

The OXFM will employ a market manager whose duties include collecting daily fees, assigning spaces, supervising the market, and other duties assigned by the staff/council. The manager will be responsible

to the staff/council and report any violations of rules to them. The manager will be the final authority on the day of market. Objections to decisions or actions by the market manager may be appealed to the city council for later consideration.

The market manager is Melissa Pratt.

**Liability, Certifications, Licenses and Taxes:**

OXFM does not carry insurance policies to cover individual vendors or other participants in the OXFM. OXFM vendors should carry their own personal, general and product liability insurance and participation in the OXFM should be listed on the policy. Vendors are strongly encouraged to keep these certifications and licenses with them during market hours and display them when required by law.

The OXFM and the City of Oxford are not responsible for the paying of sales taxes for individual vendors. This responsibility lies with the individual market vendors.

**Dispute Mediation:**

If a dispute arises between vendors, market staff will mediate and decide what action, if any, is to be taken. All decisions of Staff are final. If a dispute arises between a vendor and staff, the city council will mediate and all decisions will be final. Vendors are welcome to formally file a written complaint. In the case of a written complaint, a written decision will be given to each vendor involved within one week. All decisions are final. This market is undertaken in a spirit of collaboration in the hopes that all vendors will work together for a healthier, more secure food system in our community. Outside of formally filing a complaint, derogatory comments or actions concerning the OXFM, the market staff, and its policies among vendors, volunteers or the media will not be tolerated. In some cases, sanctions for spreading negative rumors may be warranted as decided by the market staff. While markets should be places for free and open exchange of thoughts and ideas, specific negative talk about particular vendors or management can harm public confidence in the market as a whole, resulting in lost sales for all of the vendors.

**Customer Complaint Policy:**

All customer complaints should be directed to the market staff. Customers are welcome to formally file a written complaint which will be handled by the market staff, who will decide what action to take if a vendor is involved. Any vendor receiving a written complaint will receive a copy of the complaint and may be subject to our violation policies.

**Hold Harmless Clause:**

All authorized vendors participating in the Oxford Farmers' Market are independent operators and not partners or joint ventures and shall be individually and severally liable for any loss, personal injury, deaths, and/or any other damages that may occur as a result of the vendor's negligence or that of its employees, agents and associates. All vendors agree to indemnify and save Oxford Farmers Market and the City of Oxford harmless for any loss, costs, damages and other expenses including attorney's fees, suffered or incurred by Oxford Farmers Market by reason of vendor's negligence or intentional misconduct or that of its employees, agents and associates: provided that the vendor shall not be liable for nor required to indemnify Oxford Farmers' Market or the City of Oxford for the negligence of them or that of their servants, agents, employees or associates.



**Non-Discrimination Clause:**

The OXFM will not discriminate against anyone because of race, color, creed, national origin, sex, age, disability, or sexual orientation.

**Violation Policy:**

The market strives to maintain a professional, welcoming place to both support small business and food security. Therefore, we must enforce our rules fairly and consistently for all vendors. Failure to immediately comply with rules as requested by the market staff shall be cause for the revocation of right to sell and expulsion from the market.

The OXFM reserves the right to inspect any OXFM Member's farm or place of production at any time. Such inspections may or may not be announced. The primary purpose will be to determine whether the Member is in compliance with OXFM operating policies and bylaws.

City staff retains the right to limit or revoke any vendor's membership in the OXFM at any time for any reason.

Upon expulsion the vendor shall promptly vacate premises. Failure to immediately vacate shall be the cause for a removal of the vendor's property from the premises at the vendor's expense.

The market is relieved and discharged from any and all losses or damages caused by such removal. The OXFM shall not be responsible for storage or safekeeping of property so removed.

Received by: \_\_\_\_\_ (PRINT)  
\_\_\_\_\_ (SIGN)  
\_\_\_\_\_ (DATE)