

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

## **AGENDA**

**July 27, 2021 – 7 PM**

1. **Opening** – Mike Ready, Vice-Chair
2. **\*Minutes** – We have attached the minutes for June 22, 2021.
3. **\*The City Greenspace** – The DDA will continue discussions on how to implement a low-cost strategy to help cultivate commercial activity on the city-owned greenspace. We have attached a copy of the most recent concept plan.
4. **Follow Up on E. Clark Street Property Discussion** – Ms. McCanless will provide an update to the Authority on a recent discussion between members of the Authority and the city’s Sustainability Committee regarding the potential use of DDA-owned property as a passive recreation area.
5. **Other Business**
6. **Adjournment**

**\* Attachments**

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

# DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes – June 22, 2021

**MEMBERS:** Mr. Mike Ready, Vice-Chair; Mr. Jonathan Eady, Ms. Laura McCanless, and Mr. Ray Wilson. Mr. Brian Barnard and Ms. Danielle Miller were absent.

**STAFF:** Matthew Pepper, City Manager and DDA Secretary/Treasurer.

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

**OPENING:** At 7:02 PM, Mr. Ready called the meeting to order.

**APPROVAL OF MINUTES:** Upon motion of Mr. Eady, seconded by Ms. McCanless, the minutes for the meeting held on May 25, 2021 were approved. The vote was 4 – 0.

**THE CITY GREENSPACE:** The Authority discussed their plans to carry out the minor capital improvements to the city-owned greenspace. During the discussion, the Authority reviewed the proposed language for the lease agreement between the City and Authority to grant access to the Authority to make improvements to the city-own greenspace. The Authority noted that the purpose of the lease agreement is to give the Authority sufficient site control to complete sole source acquisition and avoid city procurement policies. The Authority recommended the following changes to the lease agreement:

- Paragraph 4 – Remove the language regarding the Authority indemnifying the City.
- Paragraph 6 – Clarify language to state that the purpose of the lease is to complete improvements as previously discussed with the City.
- Add Termination Clause – Include a termination clause with 30 days' notice.
- Identify Contract Duration – the Authority recommended a five-year contract.
- Exhibit A-1 – Include all city-owned property that comprise the greenspace except the existing house (107 W. Clark Street).

In addition, the Authority discussed the draft site plan for the proposed improvements to the city-owned greenspace. During the discussion, Mr. Ready shared that the farmers' market vendors expressed concerns about the proposed fence obscuring a customer's view of their products. In response, the DDA discussed some options to address that concern including lowering the fence height from 4' to 3' and removing approximately 40' of fencing along the southeast corner of the property.

The Authority also discussed moving the northwestern boundary fencing to parallel the opposite section nearest to Emory Street. The Authority also discussed seating and signage options. Mr. Wilson reported that he contacted several landscaping companies and received one proposal. They will continue this discussion at their next meeting.

Before their next meeting, the Authority members will complete the following assignments:

- Mr. Wilson will contact fencing contractors to request pricing for the different fencing styles and heights discussed. The Authority members will share any of their contacts with Mr. Wilson.

- Mr. Barnard will revise the proposed site plan to reflect the location change of the northwestern boundary fencing.
- Mr. Barnard will provide the pricing for the proposed signage options.
- The Authority members will review the different seating options locations.

**107 W. Clark Street (Yarbrough House):** Ms. McCanless shared with the Authority that the Mayor and Council discussed in recent meetings asking the DDA to study potential uses for the Yarbrough House (107 W. Clark Street). The Authority reviewed their previous recommendation (presented in September 2020) to the Mayor and City Council which stated that further financial investment in the existing house is imprudent absent a fully developed plan for its use.

**OTHER BUSINESS:** Mr. Ready shared that the Authority plans to return to in-person meetings in July.

**ADJOURNMENT:** Mr. Ready adjourned the meeting at 7:56 PM.

Submitted by:

Matthew Pepper, Secretary/Treasurer

STATE OF GEORGIA        )  
                                  )        LEASE  
COUNTY OF NEWTON     )

THIS LEASE (“Lease”), made this \_\_\_\_ day of July, 2021, by and between **THE CITY OF OXFORD, GEORGIA**, a municipal corporation in Newton County, Georgia, as Lessor, and **THE DOWNTOWN DEVELOPMENT AUTHORITY OF OXFORD, GEORGIA**, a governmental authority in Oxford, Newton County, Georgia, as Lessee;

WITNESSETH:

THAT in consideration of the covenants and agreements of Lessor and Lessee to and with each other, Lessor and Lessee have agreed as follows:

1.

Lessor does hereby rent and lease to the Lessee, and Lessee does hereby lease and hire from Lessor for a term commencing on the 1<sup>st</sup> day of July, 2021, and ending on the 30<sup>th</sup> day of June, 2022, at midnight, the following described property (the “Premises”):

**All those tracts or parcels, or portions of tracts or parcels, of land lying and being in the City of Oxford, Georgia, Land Lot 288 of the 9<sup>th</sup> Land District, Newton County, Georgia and being highlighted on the boundary retracement survey for the City of Oxford, prepared by Robert O. Jordan, GRLS #2902, dated November 27, 2018, the same being attached hereto and incorporated herein by reference as Exhibit “A”.**

2.

Lessee has paid to Lessor, annual rental of \$1.00, in advance, the receipt and sufficiency of which is hereby acknowledged. No additional deposit or rental installment shall be due.

3.

Lessee accepts the Premises in its present condition and as suited for use intended by Lessee. Lessor shall not be required to make any repairs to the Premises.

4.

Either party may terminate this Lease, without cause, upon thirty (30) days prior written notice of same.

5.

During the term of this lease, Lessor shall maintain in full force and effect a policy of hazard insurance covering the premises, naming Lessee as an additional insured, and shall furnished Lessee with a copy of same upon request.

6.

This lease is non-exclusive and shall be for the sole purpose of installing fencing, signage, seating, and other improvements in the greenspace area of said parcels. Lessor has approved the improvements shown on the concept plan attached hereto at Exhibit "B". Lessor shall be responsible for all upkeep and maintenance, and shall pay any and all water, rent and garbage collection fees for the said premises and all bills for gas, electricity, fuel, light, heat or power for premises or used by Lessee in connection therewith. Lessor shall further pay the ad valorem (real property) taxes for the premises during the period of this lease, to the extent the same is not waived due to Lessee's exempt status. Lessee shall have no obligation to install any such improvements.

7.

Time is of the essence of this agreement.

8.

Lessee's rights shall be subject to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Lessor, and Lessor does hereby agree to maintain and keep current the payments on the outstanding deed to secure debt against the Premises during the term of this Lease.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not respective to those given by law.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals, this \_\_\_ day of June, 2021.

LESSOR:

**THE CITY OF OXFORD, GEORGIA**

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

ATTEST: \_\_\_\_\_  
Marcia Brooks, City Clerk

As to Lessor, signed, sealed  
and delivered in the presence  
of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

LESSEE:

**THE DOWNTOWN DEVELOPMENT  
AUTHORITY OF OXFORD, GEORGIA**

BY: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

As to Lessee, signed, sealed  
and delivered in the presence  
of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**Prepared by:**

**C. David Strickland, Esq.**  
Oxford City Attorney  
Strickland & Strickland, LLP  
*Attorneys at Law*  
P.O. Box 70  
Covington, GA 30015-0070  
(770) 786-5460  
(770) 786-5499 (fax)

**SURVEYOR'S CERTIFICATION**  
 This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*Robert O. Jordan*  
 Robert O. Jordan, GA RLS 2902



DPENOTES PAINTED TREES OR FENCE NEAR PROPERTY LINE. LETTER IS CODE BELOW, NUMBER IS FEET FROM LINE, AND ARROW IS DIRECTION FROM LINE THAT EVIDENCE WAS FOUND.

TP: STEEL TEE POST  
 B: BLUE PAINT      W: WHITE PAINT  
 Y: YELLOW PAINT    BW: BARBED WIRE  
 R: RED PAINT        HW: HOG WIRE

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

FOR CLERK'S OFFICE USE

**SUBJECT PROPERTY INFORMATION:**

TAX RECORD: PARCEL X010 001, X010 010, X010 011  
 CURRENT OWNER: CITY OF OXFORD  
 DEED RECORD: D.B. 599, p. 535

TAX RECORD: PARCEL X010 002  
 CURRENT OWNER: CITY OF OXFORD  
 DEED RECORD: D.B. 3564, p. 459

THIS PLAT CLOSURE ACCURACY IS 1 FOOT IN 92,631 FT.

FIELD DATA WAS COLLECTED USING A LEICA TS12 ROBOTIC TOTAL STATION AND A 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.

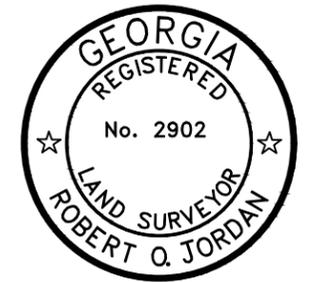
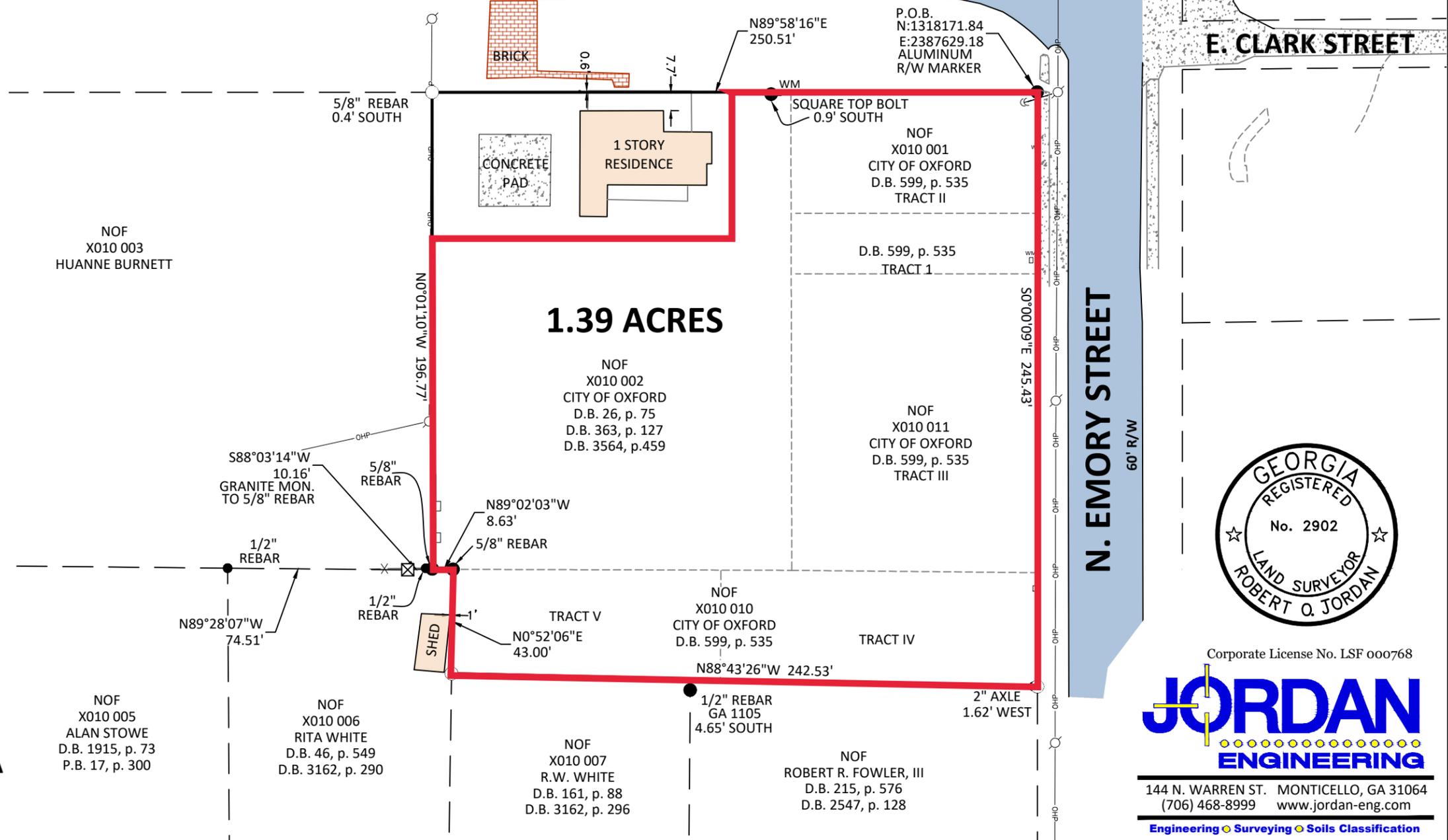
THE FIELD SURVEY WAS COMPLETED IN OCTOBER 2018.

THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13217C0126D FOR TOWN OF OXFORD, 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.

THE HORIZONTAL REFERENCE IS GEORGIA STATE PLANE, WEST ZONE, NAD83(2011) IN US SURVEY FEET.

THE VERTICAL DATUM IS NAVD88 IN FEET.



Corporate License No. LSF 000768

**JORDAN**  
 ENGINEERING

144 N. WARREN ST. MONTICELLO, GA 31064  
 (706) 468-8999 www.jordan-eng.com

Engineering • Surveying • Soils Classification

BOUNDARY RETRACEMENT SURVEY FOR  
**CITY OF OXFORD**  
 LAND LOT 288, DISTRICT 9  
 GEORGIA MILITIA DISTRICT 1525  
 OXFORD, NEWTON COUNTY, GEORGIA





**SOUTH FENCE**

**SIGN**

**MID FENCE**

**NORTH FENCE**

**SEATING AREA**

**WEST FENCE**



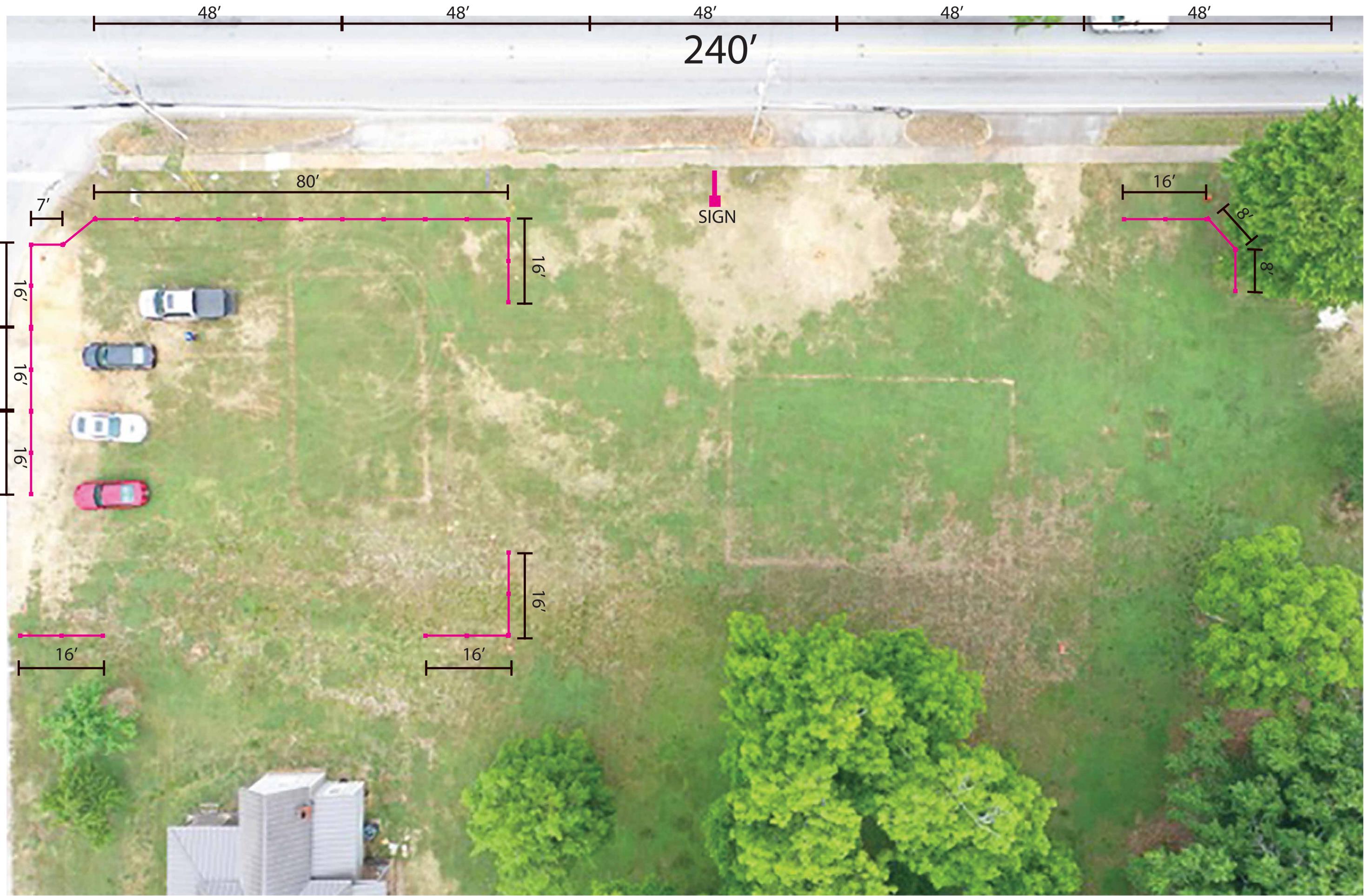
Italianate Sign Bracket  
Chamfered Cedar Post  
Large Stone Base  
Round Wooden Sign



Rustic Cedar Split Rail



Cedar Crossback  
with Double Bottom Rail



48'

48'

48'

48'

48'

240'

80'

7'

16'

16'

16'

16'

16'

16'

16'

16'

SIGN

16'

8'

8'