

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

AGENDA

September 22, 2020 – 7 PM (Via Teleconference)

Meeting Access Information:

Online: [Click Here](#)

Mobile Number: 1-646-876-9923

Meeting ID: 950 4500 2842

Passcode: 908245

1. **Opening** – Brian Barnard, Chair
2. * **Approval of Minutes** – The minutes for August 25, 2020 are attached.
3. **Election of New Vice-Chairman** – The DDA members will elect a new member to replace Martha Molyneux as Vice-Chairman.
4. * **Landscape Maintenance on the E. Clark Street Lots** – The DDA will continue discussions on the long-term landscape maintenance for the E. Clark Street lots. We received three bids to mow the grass on the lots. We have attached the bids.
5. * **The Yarbrough House Property** – During the August meeting, the DDA discussed issuing a recommendation to the City Council on potential uses for the Yarbrough House Property (107 W. Clark Street). We have attached the memo for the DDA to review.
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 – August 25, 2020

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

STAFF: Matthew Pepper, City Manager and DDA Secretary/Treasurer; Melissa Pratt, Associate Clerk.

GUESTS: Ms. Barbara Cole.

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

APPROVAL OF MINUTES: Upon motion of Mr. Eady, seconded by Mr. Vinson, the minutes for the meeting on July 28, 2020 were approved. The vote was 6 – 0.

LANDSCAPE MAINTENANCE ON THE E. CLARK STREET LOTS: The DDA discussed the request by the Mayor and City Council that they implement a long-term landscape maintenance plan for the two lots located along E. Clark Street. The DDA owns both lots. To maintain the lots, the DDA discussed the possibility of either entering into an intergovernmental agreement with the city or hiring a third-party landscape service. The DDA decided to solicit bids for landscape maintenance services for the care of the two lots.

THE YARBROUGH HOUSE PROPERTY: The DDA discussed that the potential uses of the Yarbrough House Property (107 W. Clark Street) depend on both the long- and short-term goals for the town center development. In the context of the town center development, the DDA discussed that the existing house could either be moved to another location, removed, or incorporated into the overall development. In addition, the DDA agreed that any future conversations regarding the use of the existing house should take into consideration the amount of funds the city is willing and able to invest. The DDA further discussed that the level of financial investment needed to renovate the house for public use would exceed the value it would provide to the community.

In addition, the DDA expressed concerns with renovating the existing house for public use given its location and design. They also stated that the proper use would largely be determined on how the house is incorporated into the overall town center development. Since the city has implemented tight budget restrictions and development on the town center has stalled, the DDA agreed that the house can remain unused for 1-2 years without enduring significant deterioration. As development resumes on the town center, the DDA will develop ideas on how to best incorporate the property. The DDA will prepare a formal recommendation to the Mayor and City Council expressing these views.

THE FARMER'S MARKET: During the discussion, the DDA recommended that the city consider installing a sign and small fence as a low-cost option to help create a space for the market. The DDA concluded that the sign and fencing could contribute to creating a vibrant farmer's market. As the market grows, it will also help create a sense of place in the town center.

In addition, the DDA stated that the existing draft policies might be too restrictive in attracting vendors. Ms. Pratt explained that the draft policy was adapted from another market with the thought that the policies could be loosened to meet the needs of the city's market. Ms. Pratt further explained that the city's current ordinance regarding non-licensed sales also influenced some of the sections of the draft policy. The DDA recommended that the city consider allowing vendors to sell hand-crafted items in addition to home-grown produce.

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

ADJOURNMENT: Upon motion by Mr. Vinson, seconded by Mr. Ready, the meeting was adjourned at 8:21 PM. The vote was 6 – 0.

Submitted by:

Matthew Pepper, Secretary/Treasurer



CITY OF OXFORD

CLIENT: The City of Oxford **PROPOSAL DATE:** September 10, 2020
Vacant Parcels along Emory Street and East Clark St
ATTN: Matt Pepper – City Manager

Service	Price Per Year	Price Per Month
Mowing of parcel along Emory St*	\$1,800.00	\$150.00
Mowing of parcel along East Clark St**	\$2,496.00	\$208.00
Total Maintenance Billing	\$4,296.00	\$358.00

*Emory Street Parcel: Mowing frequency to be 1 time per month

**East Clark Street Parcel: Mowing frequency to be 2 times per month April – October and 1 time per month November – March.

Annual Charge \$4,296.00 payable in monthly installments of \$358.00. NATURESCAPES, INC. undertakes and agrees to perform the landscape maintenance services described herein only on an annual basis since the services to be performed require periodic or seasonal treatment, such as the application of annual pre-emergence crabgrass control. However, it is stipulated and agreed that Client may pay the landscape maintenance charges in twelve (12) monthly installments due and payable on the fifteenth day of each month during the term of this Agreement.

This agreement shall be in effect for the period stated: _____ to _____. Unless terminated pursuant to the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

ACCEPTANCE

ACCEPTED, this _____ day of _____, 2020

CLIENT SIGNATURE

CONTRACTOR SIGNATURE

CLIENT TELEPHONE NO.



TERMINATION OF CONTRACT

This agreement may be canceled by either party, with or without cause, upon thirty (30) days written notice.

In the event of an early termination of this contract the contractor based on the following compensation percentage schedule shall compute the actual cost of services and materials furnished through the date of cancellation. If the actual cost of time, labor and materials expanded and furnished through the date of cancellation exceeds the monthly charges for services incurred through the date of cancellation minus all monthly charges previously paid by the customer.

<u>Mth</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
%	4	4	10	10	10	10	10	10	10	10	8	4

To determine the dollar amount, add each month's percentage between the service start date and termination date. Multiply this percentage by the annual contract amount of actual work completed. The difference between this total compared to the amount actually paid is the amount owed to either the customer or the contractor.

TERMS OF CONDITIONS

DEFAULT: Any uncollected funds which become 60 days past due may be turned over to our Collection Representatives. In the event of Client's default hereunder, Client shall pay costs of collection, including court costs, collection cost and reasonable attorney's fees of fifteen (15%) percent of the amount due and owing as reasonable attorney's fees in the event amounts hereunder are collected by or through an attorney-at-law.

INDEMNIFICATION: NATURE SCAPES, INC. shall indemnify and hold harmless the owners or Board of Directors from any and all injuries, damages, cause of action or claims that are related to or arises from any acts, omissions, or negligence on the part of the Contractor, its agents, subcontractors, employees, or others acting on behalf of Contractor, in the performance of its obligations under this Agreement.

LIABILITY INSURANCE: NATURE SCAPES, INC. for itself, its subcontractors, agents, and employees, shall carry liability and personal insurance with a responsible insurance company qualified to do business in the State of Georgia. The amounts of such insurance shall be at least a single limit coverage of One Million (1,000,000.00) Dollars for liability due to injury to or death of a person or persons. NATURE SCAPES, INC. shall additionally provide Workman's Compensation Insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws.

Such insurance shall remain in effect during the entire term of this Agreement. NATURE SCAPES, INC. shall deliver to the owner an insurance certificate evidencing such insurance prior to signing of the contract.



Exhibit A
9/10/2020

Project DDA Property
Contact Matt Pepper
Email mpepper@oxfordgeorgia.org

Address 110 West Clark Street
Oxford, GA
Direct Line 404-925-9168

Annual Included Price

Monthly Price

INCLUDED SERVICES TOTAL

See Exhibit B for details

\$ 1,620

\$ 135

ADDITIONAL SERVICES (Items NOT included in monthly price)

	\$	-
* 21 Visit - Bi-weekly April-October / Once a month November- March *	\$	-
* There will be no Pesticides or Herbicides used on this property *	\$	-

by Steve Head

Title Manager
Date 9/10/2020

SIGNING BELOW ACCEPTS THE INCLUDED SERVICE TOTAL AMOUNT, SPECIFICATIONS (Exhibit B), AND TERMS & CONDITIONS (Exhibit C)

by

Title _____
Date _____

CONTRACT START DATE: _____

INCLUDED SERVICES

Site clean-up

General site clean-up each visit includes policing of all maintained areas for the removal of paper, cans, bottles, sticks, leaves, and other debris. A complete blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas. Parking lot areas will be kept clean of organic material within fifteen feet (15') of curbs and planted areas.

Leaf clean-up

Fallen leaves on turf and planted beds will be collected and removed from site no less than (4) times per year. Weekly dispersal of leaves from focal areas, formal areas, and turf areas to prevent heavy build-up and damage to plant material.

Turf Mowing

All turf areas shall be mowed as needed throughout the year to maintain height by turf species: Warm season turf 1.5 to 2.5 inches, Cool season turf 3 to 4 inches, Utility turf will be maintained at the optimal aesthetic height. No more than 1/3 of the leaf blade will be removed with each frequency. Warm season turf will be scalped in late winter to remove previous season growth. Excessive grass clippings within turf or beds will be removed or distributed evenly after each mowing occurrence.

Edging

Turf adjacent to curbs or sidewalks and beds will be mechanically edged as needed to maintain a neat and clean appearance.

Shrub pruning

Shrubs will be pruned to maintain specific plant species requirements (This may include thinning, shearing, and structural pruning). To a maximum of 12 feet height. This specification does not include rejuvenation of previously neglected shrubs. While pruning may be possible, rejuvenation is available at an additional cost.

Tree pruning

Remove crossing, dead, dying or diseased branches, water sprouts, sprouts at or near the base of the tree trunk, branches that form with narrow angled crotches, branches damaged in storms or by other means. To a maximum of 12 feet height.

Groundcover pruning

All groundcovers shall be maintained within their borders and kept neat at all times. Perennials and ornamental grasses shall be pruned back in early spring, or as dictated by plant species

Bed Weed Management

Herbicides will be applied to weeds in bed and pavement areas. Mechanical removal of weeds will be done as needed.

Fire Ant Management

Fire ants are invasive pests, which are extremely difficult to control and nearly impossible to eradicate. Fire Ant baits shall be applied as necessary in an attempt to mitigate overall populations.

ADDITIONAL SERVICES (Items not included in monthly contract price)

Evaluate Irrigation System

Turn on all water supplies, set proper timer settings, adjust all heads and inspect the entire irrigation system to ensure proper operation. Inspect the entire system for proper operation and coverage. Heads shall be adjusted and timer settings made for optimal performance. Any defects or necessary repairs will be noted and proposed. Any irrigation components damaged by Great Estates will be repaired at no cost to the Customer.

Winterize Irrigation System

Shut off all water supplies at the source, drain all lines, Great Estates shall not be responsible for damage to the irrigation system in the event system is turned on by other individuals after system has been winterized.

Pine Straw

Pine straw shall be installed at a depth of three inches, which will settle to an average depth of two inches. Sticks, pinecones and other foreign matter shall be removed. All bed lines shall be tucked. All resulting debris will be removed.

Spring Seasonal Color

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1 inch.

Fall Seasonal Color

Remove existing plants. Prepare soil by trenching perimeter and deeply digging to a minimum of 6 inches to aerate and loosen soil. Fertilizer shall be top-dressed over bed areas at the rate of three (3) pounds of timereleased, high phosphate fertilizer per 100 square feet. Entire bed shall be mulched to a minimum depth of 1 inch.

Seasonal Color Maintenance

Maintenance of seasonal color includes the following services: All plants shall be fertilized with a combination of liquid and granular fertilizers. Fertilizers shall contain a high level of phosphorous to promote root growth and flower production. Preventative insecticides and fungicide will be applied. Any disease or insect outbreak will be treated with additional applications as needed. Spent blossoms will be removed from all appropriate flowering annuals on an as needed basis. This service is included with both Spring and Fall Seasonal Color Installation.

TERMS AND CONDITIONS

Agreement between:

Great Estates Landscaping
14481 Lochridge Blvd.
Covington, Ga 30014

AND

DDA Property
110 West Clark Street
Oxford, GA

- 1) Great Estates agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the included services described in Exhibit B for the included price set forth in Exhibit A.
- 2) This agreement shall be in effect as of the contract start date specified on Exhibit A, shall continue in effect until either party give to the other at least thirty (30) days written notice of its desire to terminate. As a condition precedent to Customer's right to terminate, Customer recognizes that the equal monthly payments made to for monthly service are not a true representation of the actual amount of work performed in each given month. Customer agrees to tender payment in full for all goods and services received. In recognition of the services provided, should the contract be terminated by Customer the termination table below shall be utilized to determine the amount of the annual contract cost due at termination. In the event that the price of installation of seasonal color, mulch, pine straw, turf program, or or other goods included as part of the equal monthly payments, Customer agrees to pay in full any outstanding balance for such services at time of termination.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4.50%	4.50%	6.50%	9.00%	10.50%	12.00%	11.00%	10.00%	10.00%	9.50%	7.50%	5.00%

- 3) Customer agrees to pay in full before the last day for each invoice period during the term hereof for the services rendered by during said invoice period for the term of the Contract.
- 4) Invoices are payable upon receipt and are due in full on the 15th of each month (last day of invoice period). Great Estates reserves the right to suspend or terminate service on Customer if balance is outstanding for more than forty-five (45) days. Customer agrees to pay all costs, including attorney's fees incurred by in collecting any overdue balance. Failure of at anytime to exercise its rights hereunder shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.
- 5) If Customer takes exception to any service performed or claims that has failed to perform any services, such exception or claim must be submitted in writing to within five (5) business days, or services in question shall be deemed accepted by Customer. In addition, Customer agrees to allow reasonable time for exception or claim to be rectified by .
- 6) If is prevented or hindered from performing the services herein by reasons beyond its control, including, without limitation, inclement weather, fire, floods, riots, strikes or acts of God, then shall be excused from the performance of such services and Customer from the obligation of payment thereof for the extent and for the period that such performance is prevented or hindered by such condition or event. In the event of a natural disaster such as ice storm, severe freeze, high winds, will not be responsible for any clean up outside of the scope of this contract. will provide service upon request of the Customer at an additional agreed compensation.
- 7) The prices provided in this Contract are valid for a period of sixty (60) days from the date herein. Should the contract fail to be executed within this period, reserves the right to withdraw or modify the prices presented herein.
- 8) This Contract will renew for a period of one (1) year from each anniversary date unless terminated or modified.



Memo

To: The Mayor and City Council
From: The Downtown Development Authority
Date: Thursday, September 17, 2020
Re: 107 W. Clark Street (Yarbrough House Property)

In August, the Downtown Development Authority (DDA) discussed 107 W. Clark Street property within the context of the town center. In this memo, we offer our perspective and recommendation for the use of the house and property.

Over the last three years, the city has discussed several possible civic and commercial uses for the house. The real value of these proposed uses is difficult to determine when the house was not included in the concept planning of the town center. As for a civic use, given the condition and design of the house, the city would need to commit a large financial investment to prepare the house for public use. This level of investment is too high to justify earning a minimal, if any, financial return.

A commercial use can be equally problematic. The house's design and location do not easily offer a specific commercial use. Nor has a commercial venture proposed a specific use to the city. Like a civic use, we must consider the role of a specific business in town center. Therefore, we recommend that the city suspend further financial investment on the house.

Given its proximity to the proposed town center development, we also recommend that the city allow the DDA to control the 107 W. Clark Street property. Assuming current economic conditions improve, we will revisit together how to best incorporate the house and property into the town center development within the next two years. We do not anticipate significant structural or mechanical decline to the house during this period.

We thank you for your consideration.

c: Matthew Pepper, City Manager and DDA Secretary/Treasurer