



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, AUGUST 15, 2023 AT 7:30 PM

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Glenn Ellerbe

Amber Franklin
Alex French
David Prytherch

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Participation.
 - A. Appointments to Boards and Commissions.
 - B. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will

need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

- A. Minutes of the August 1, 2023, City Council meeting. (Heather Barbour, Clerk of Council)
- B. A Resolution approving Then and Now certificates for purchase orders issued above \$3,000 where an invoice was received prior to the purchase order date, as a requirement of Ohio Revised Code 5705.41(d). (Heidi Hill, Acting Finance Director)
- C. Report regarding the Environmental Commission Meeting on August 2, 2023 (Jessica Greene, Assistant City Manager)

6. Resolutions.

- A. A Resolution authorizing the City Manager to enter into an agreement with Energy Harbor LLC. for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of 24 months. (Doug Elliott, City Manager)
- B. A Resolution waiving the tree survey requirements of the City of Oxford Zoning Code. (Doug Elliott, City Manager)
- C. A Resolution authorizing the School Resource Officer Program Memorandum of Understanding between the Talawanda School District and the City of Oxford and authorizing the City Manager to sign the Memorandum of Understanding on behalf of the City. (John Jones, Police Chief)

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

- A. First Reading

1. An Ordinance approving the final subdivision application and Record Plat for Heron Pond with Conditions. (Sam Perry, Community Development Director)
2. An Ordinance amending the Future Land Use Map of the Oxford Tomorrow Comprehensive Plan from "Preserves and Green Space" to "Employment Corridor.," for one parcel of land, totaling 4.67 acres, known as Merry Day Park, Located at 55 Reagh's Way, in the City of Oxford, Ohio. (Sam Perry, Community Development Director)
3. An Ordinance amending the Official Zoning Map of the City of Oxford, Ohio for 4.67 Acres of land known as Merry Day Park located at 55 Reagh's Way from General Business (GB) District to R-4 Multi-Family (R-4) District. (Sam Perry, Community Development Director)

B. Second Reading

8. Announcements & Communications.

A. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE	Meeting		
	1. Date Meeting	Location	Time
	Aug 16 Board of Building Appeals	Courthouse	5:30 p.m.
	Aug 17 Police Community Relations & Review Commission	Courthouse	7:00 p.m.
	Aug 21 Housing Advisory Commission	LCNB Community Room	3:30 p.m.
	Aug 22 Board of Zoning Appeals	Courthouse	6:30 p.m.
	Sep 4 City Offices CLOSED - Holiday		
	Sep 5 City Council	Courthouse	7:30 p.m.
	Sep 11 City Council CIP Work Session	Courthouse	7:30 p.m.
	Sep 12 Planning Commission	Courthouse	7:00 p.m.

Sep 13	Historic & Architectural Preservation Commission	Courthouse	6:15 p.m.
Sep 18	Housing Advisory Commission	LCNB Community Room	3:30 p.m.
Sep 19	City Council	Courthouse	7:30 p.m.

9. Adjourn.



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, AUGUST 1, 2023 AT 7:30 PM

1. Roll Call.

Motion – To Enter Executive Session at 6:35 pm R.C. 121.22(G)(4) To prepare for, conduct, or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

(Roll Call Vote) 1st Ms. French 2nd Mr. Prytherch

AYE # 4

Ms. Franklin, Ms. French, Mr. Prytherch, and Mayor Snavelly

NAY # 0

ABS # 0

Motion – To Return from Executive Session at 7:34 pm R.C. 121.22(G)(4) To prepare for, conduct, or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

(Voice Vote) 1st Ms. Raghu 2nd Mr. French

AYE # 7

NAY # 0

ABS # 0

A regular meeting of the Oxford City Council was called to order by Mayor Snavelly on Tuesday, August 1, 2023, at 7:34 p.m. Members in attendance were Amber Franklin, Alex French, David Prytherch, and Glenn Ellerbe, who arrived at 6:42 pm; Chantel Raghu, who arrived at 7 pm; and Jason Bracken, who arrived at 7:09 pm.

Staff Members in Attendance

Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. John Detherage, Fire Chief; Mr. John Jones, Police Chief; Mr. Sam Perry, Community Development Director; Mr. Casey Wooddell, Parks and Recreation Director; Mr. Mike Dreisbach, Service Director; Ms. Heidi Hill, Acting Finance Director; Mr. Ben Mazer, Assistant Law Director; and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Approve the Agenda.

(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin

AYE # 7

NAY # 0

ABS # 0

4. Public Participation.

A. Dubno Sister City Update, Mike Smith

Mayor Snavelly and Mr. Smith traveled to Dubno, Ukraine, for the official sister city signing ceremony and events. Mr. Smith started his summary by thanking Mr. Jeff Hartman of Ukrainian Action and Ms. Daria Propratska, a Ukrainian citizen who's a Miami Student who served as an interpreter, for all their help throughout the trip. Mr. Smith noted the population of Dubno is around 40,000 and is first referenced in history in the year 1100, so they are 923 years old. Mr. Smith mentioned some of the city's historic places he and Mayor Snavelly visited. Mr. Smith described the Dubno City Council chambers and the sister city ceremony held there. During the ceremony, Mayor Snavelly and Mr. Smith were presented with a Dubno flag that they presented to Mr. Elliott to be displayed at the City Building. Mayor Snavelly also thanked Mr. Smith for all his assistance during the trip.

B. Discussion Item - Annual Review of Council Goals. (Jessica Greene, Assistant City Manager)

Ms. Greene presented the year-to-date update on the progress of the 2023 Council Goals. Ms. Greene addressed questions and comments from the Council. (slides provided in minutes) Mayor Sanvelly thanked Ms. Greene for her presentation.

C. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To

speaking, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

Public Comment -None.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Motion – To Approve the Consent Agenda.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- A. Minutes of the July 18, 2023, City Council meeting (Heather Barbour, Clerk of Council)

- B. Notice to Legislative Authority - Gajanan Inn LLC DBA Colony Food Mart 5284-86 College Corner Pike, 1st Floor Oxford, Ohio 45056. (Doug Elliott, City Manager)

6. Resolutions.

- A. A Resolution accepting the Fact Finder's report and recommendations issued by Tobie Braverman, Fact Finder, on July 28, 2023, in the matter of the collective bargaining agreements between the City of Oxford and the Oxford Patrol Officers F.O.P. Lodge 38 and the City of Oxford and the Oxford Police Sergeants and Lieutenants F.O.P. Lodge 38. (Doug Elliott, City Manager)

Motion – To Adopt Resolution No. 7518.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 4
Ms. French, Mr. Prytherch, Ms. Raghu, and Mr. Ellerbe
NAY # 3
Ms. Franklin, Mr. Bracken, and Mayor Snavelly
ABS # 0

Mr. Elliott presented his staff report and addressed questions and comments from the Council.

Public Comment -None.

- B. A Resolution authorizing the City Manager to enter into a contract with Kings Ford, Inc., for the purchase of a 2023 Ford F-150 Hybrid and with the trade-in of a 2015 Dodge Durango, at a cost not to exceed \$56,650.13. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7519.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE #7
NAY #0
ABS #0

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment -None.

- C. A Resolution to utilize up to \$20,000 of American Rescue Plan Funds for the utility and property maintenance fees for City acquired property for Housing and Economic Recovery. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7520.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment -None.

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

A. First Reading

B. Second Reading

1. An Ordinance amending and supplementing the Oxford Municipal Code by establishing a new chapter to part 7, business regulation code, chapter 744, creating a tobacco retailer license for the sale of tobacco and paraphernalia products in the City of Oxford. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Ordinance No. 3730.

(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7

Ms. French, Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Ellerbe, Ms. Franklin, Mayor Snavely

NAY # 0

ABS #0

Ms. Greene presented her staff report and addressed questions and comments from the Council. Ms. Khristina Latta of Envision Partnerships shared that in 2018 youth vaping became a huge issue. Ms. Latta mentioned some of the negative effects that vaping is causing on youth development. Ms. Latta noted the need for effective enforcement mechanisms and what actions nearby counties were taking. Chief Jones addressed questions the Council raised at the first reading. Ms. Greene mentioned that no changes had been made since the first reading.

Public Comment - None.

2. An Ordinance amending the Oxford Municipal Code, Chapter 5, Section 537.16, relating to the illegal distribution of tobacco products to prescribe the minimum legal age of sale for all tobacco products at twenty-one. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Ordinance No. 3731.
(Roll Call Vote) 1st Ms. Raghu 2nd Ms. Franklin

AYE # 7

Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Ellerbe, Ms. Franklin, Ms. French, Mayor Snively

NAY # 0

ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.
Ms. Greene noted there were no changes since the first reading.

Public Comment -None.

8. Announcements & Communications.

A. Municipal Electric Aggregation Program Supplier Discussion

Mr. Prytherch led the discussion and asked what the priorities are when choosing the supplier. Mr. Prytherch brought up several questions regarding renewable energy and renewable energy credits from other states. Mr. Prytherch noted the Council's goal of supplying energy through regionally sourced renewables. Mr. Elliott clarified the details of the current program and that the voters passed in 2014. Mr. Elliott also shared the projected Duke Energy prices per kilowatt. Mr. Elliott explained the process and timeline of implementing an electrical aggregation program. Mr. Elliott mentioned the challenges of the move-in and move-out and how that affects the opt-in program with moving and changing addresses. Mr. Elliott noted that we have a good program but will continue to look for ways to improve it.

B. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

C. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE

Meeting

1.	Date	Meeting	Location	Time
	Aug 1	CANCELED- Records Commission Meeting	Municipal Building	5:00 p.m.
	Aug 2	Environmental Commission	Municipal Building	7:00 p.m.
	Aug 8	Public Arts Commission of Oxford	Municipal Building	4:30 p.m.
	Aug 8	Planning Commission	Courthouse	7:00 p.m.
	Aug 9	Historic & Architectural Preservation Commission	Courthouse	6:15 p.m.
	Aug 14	Oxford Parking & Transportation Advisory Board	Municipal Building	9:30 a.m.
	Aug 15	City Council	Courthouse	7:30 p.m.
	Aug 16	Board of Building Appeals	Courthouse	5:30 p.m.
	Aug 17	Police Community Relations & Review Commission	Courthouse	7:00 p.m.
	Aug 21	Housing Advisory Commission	LCNB Community Room	3:30 p.m.
	Aug 22	Board of Zoning Appeals	Courthouse	6:30 p.m.
	Sep 4	City Offices CLOSED - Holiday		
	Sep 5	City Council	Courthouse	7:30 p.m.

9. Adjourn.

Motion – To Adjourn at 9:05 p.m.
 (Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
 AYE # 7
 NAY # 0
 ABS # 0

2023 Council Retreat Summary

Staff shared progress toward 2022 goals.

Staff shared proposed 2023 action plans that demonstrate progress toward the Oxford Tomorrow Comprehensive Plan.

Council then provided feedback on what else they would like to occur in 2023:

3+ stickers will be researched and brought back to City Council for review

2023 Actions

Sustainability Building Code Amendment (3 stickers for 2023+2 in 2024 for 5 stickers total)

- City Control: Develop net zero building electrification ordinance for new construction and retrofit
- City Control: Explore incentives or code to have building electrification requirements.

Sustainability Category (4 stickers)

- City Control: Evaluate the feasibility of yard waste collection and curbside food compost collection.
- City Influence: Incentivize Recycling
- City Influence: Encourage Business Recycling
- City Influence: Uptown Commercial Trash and Recycling Coordination

Childcare category: (4 stickers)

- City Control: Ensure the childcare forgivable loan program includes the requirement to accept JFS childcare vouchers
- City Influence: Explore the possibility of a Head Start program in Oxford
- City Influence: Explore the possibility of a two-generation approach with oxford seniors.

Fire EMS Equipment and Staffing. (4 stickers)

- City Control: Investigate funding options for fire staffing
- City Influence: Negotiate with Miami to contribute more than 30% toward Fire/EMS equipment.

Parking Lot:

- City Control: Revise the list of approved street trees to native species only
- City Control: Review whole house Airbnb usage and neighborhoods.
- City Control: Research the ability to stop corporate purchasing of houses

2024 Research Areas

Council then indicated to staff what they want to be researched, developed, and brought back for the 2024 budget season in May/June 2023.

- *In-process indicates a long-term plan that has action steps planned in 2024.*
- *3+ stickers will be researched and brought forward to Council during the 2024 budget development process.*

Housing Opportunities For Everyone:

- City Control: Develop a project and explore funding for housing development on city-owned land. (In process)

Safe And Efficient Travel For All Modes Of Transportation:

- City Control: Develop an updated Transportation Plan (In process)
 - That includes finalizing Oxford Area Trail plan/route/cost, plan for spokes to Oxford Area Trail, neighborhoods and business centers, and other City transportation needs
 - Includes other transportation routes goals as well: roads, intersection improvements, bus routes etc.
- City Control: Engineering for phase 5 of Oxford Area Trail. (In process)
 - Write grants to supplement the costs of phase 5.
- City Control: Amtrak engineering (In process)
- City Control: Draft a planning grant to explore RR overpass or underpass. (In process)

A Connected, Livable, And Equitable Community For All:

- City Control: Update and modernize the zoning code to ... (8 stickers)
 - Ease restrictions for daycare providers
 - Develop mixed-income neighborhoods overlay districts
 - Encourage/allow accessory dwelling units (“Yes in my backyard federal funding”)
 - Inclusionary zoning- allows for density bonuses, set asides, fee waivers, expedited approval, and no parking minimums.
 - Review height requirements in mile square area
- City Influence: Explore eviction diversion programs (3 stickers)
- Parking Lot:
 - Explore noncongregate emergency sheltering (1 sticker)
 - Connect clients of FRC and TOPSS with job opportunities at College@Elm
 - Ban source of income discrimination

- Encourage a neighborhood association that is more representative (PVA)

Celebration Of The People And Places That Make Oxford Unique:

- Implement Creative Placemaking Category (3 stickers)
 - City Influence: City can encourage:
 - Collaboration between PACO and HAPC
 - Enjoy Oxford co-promote Lane/HAPC historic walking tours
 - Host a ½ marathon
 - Oxford history installation in Uptown (maybe Enjoy Oxford office)
 - Night Markets
 - Restaurant Week
 - Spring Version of Oxtoberfest
 - Ghost Tours
 - Have Oxford swag for sale (t-shirts, sweatshirts, etc.)
 - Art Mural celebration of indigenous history- hire an indigenous artist. Unveil with Tribe visit in November
 - Find other creative uses for the cemetery- solar, exhibits, golf
 - Competition/voting for Oxford logo/motto
 - Encourage outdoor dining
 - Parking Lot:
 - City Control: Identify a funding source for art. Consider a % for art program. (1 sticker)
 - City Control: Extend City Historical Protection beyond Uptown and include landmark structures. (1 sticker)
 - City Influence: Citywide living room conversations with partners: County Commissioners, Miami, and Nonprofits, etc.

A Thriving and Resilient Year-Round Economy:

- Parking Lot:
 - City Influence: Encourage economic growth by developing the “garden district” area on Elm Street. (2 stickers)

A Sustainable Oxford:

- Parking Lot:
 - City Control: Building Code Changes (2 stickers)
 - Implement an all-electric zoning requirement
 - Require solar in code for new construction
 - City Influence: Food Rescue and food waste prevention (1 sticker)
 - City Control: Zero waste practices at all public events, including food composting
 - City Influence: Curbside composting
 - City Influence: Encourage community gardens at OCAC or public parks

- City Control: Expand naturalization implementation on public lands

Essential Operations:

- Parking Lot:
 - City Control: FTE gap analysis and cost to rectify. (2 stickers)
 - City Control: Reassess the Healthcare system for city employees
 - City Control: Professional development opportunities for all year-round city employees

Accessible High-Quality Infrastructure:

- Parking Lot:
 - City Influence: Supervise/Assist with TOPPS construction project.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services.	C4-A2: Ensure public safety staff have access to appropriate education and training.	By August 2023 complete full implementation of new policy and procedure manual with Lexipol	20	20		Delay in Legal Review and City Manager approval. Tier 1 has been approved and will be distributed soon
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services.	Ensure adequate staffing and compensation for public safety staff.	By April 2023, complete negotiations for patrol and sergeants & lieutenant labor unions	30	30		Fact-finding scheduled at the end of June
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services	C4-A2: Ensure public safety staff have access to appropriate education and training	By December 2023 each sworn police officer will complete a minimum of 24 hours of continuing professional training.	40	40		Much of the Continued Professional Training will happen during the summer months
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services	C4-A6: Review public facility needs and plan for repair, replacement, or expansion	By August 2023 complete upgrades and new installation of Smart Meter technology to support on street parking in the area of the College @ Elm Project.	30	30		Resolution to purchase materials passed Council and order has been placed
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services	C4-A1: Coordinate public safety needs with local partners	By August 2023 complete assignment of officer to regional drug task force and complete backfill staffing in compliance with Ohio AG Office Violent Crime Reduction Grant.	50	50		Officer was assigned to BURN task force in May. Currently interviewing new officer candidates
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services	C4-A3: Decrease emergency calls by implementing prevention programs	By July 1, 2023 complete an accomplishments, opportunities for growth, and unmet needs assessment of the Police Social Services Liaison program.	100	100		Report given to PCRRC at the May meeting.
A Connected Livable, and Equitable Community for All	C2: Expand and improve access to community social services.	C2-A1: Ensure adequate year round childcare services.	By June 2023, provide summer expansion of pre school age programming to allow for year-round care for preschool age children.	100	100		Summer camp for preschool age children is available, and most weeks of the summer are nearly full with registration. OPRD is officially providing year round preschool age childcare.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services.	C4-A1: Coordinate public safety needs with local partners.	By May 2023, review and identify possible funding sources for Fire/EMS staffing. By July 2023, Develop and implement an action plan to establish funding for additional Fire/EMS Staff.	20	20		CM has developed a budget of funds needed for different levels of FF staffing. Has held a work session with Council to review options. Council has directed CM to formally ask MU for support via a letter to the MU President and BOT.
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services.	Ensure adequate staffing and compensation for public safety staff.	By December 2023, Complete negotiations for Captain and Firefighter/Paramedic union.		0		
A Connected Livable, and Equitable Community for All	C4: Provide high quality, coordinated public safety services.	Replace portable radios.	By December 2023, Complete purchase, delivery, training and place in service.		0		
A Connected Livable, and Equitable Community for All	C3: Support high quality health services for the region.	Make efforts to curb youth nicotine use.	By March 2023, work with the Butler County General Health District to pass a Tobacco Retail Licensing program that will increase enforcement of underage nicotine sales and limit the number of tobacco retail locations.	80	80		Staff have finalized draft TRL ordinance and plan to introduce it to Council for review and vote on July 18th. However, in June 2023, the State of Ohio has added in the State Budget a provision that local municipalities may not govern tobacco/nicotine sales. This may remove the ability to implement this program. July 2023: Governor DeWine vetoed this prohibition. We will continue with program.
A Connected Livable, and Equitable Community for All	C2: Expand and improve access to community social services.	C2-A1: Ensure adequate year round childcare services.	By May 2023 Develop day care forgivable loan program rules and procedures to encourage in home Type A and Type B childcare facilities that accept vouchers from JFS. By October 2023 Promote program and have 3 program applications.	40	40		Program outline has been created. Need to work with finance department on the logistics of a forgivable loan program. May need to be paused for a while to allow for new finance director to be hired.
A Sustainable Oxford	S1: Reduce emissions towards neutrality by 2045	S1-A1: Develop an energy plan to meet Oxford's demand with renewables generally locally/regionally.	By October 2023, complete energy assessment of City owned property for solar installation on city buildings and other renewable energy options.	40	40		Draft RFP has been prepared and being readied for promulgation

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
A Sustainable Oxford	S3: Become a Zero Waste Community.	S3-A1: Increase community waste diversion through reuse, recycling and composting.	By June 2023, develop an RFP to solicit bids for curbside food composting. By September 2023, review responses and determine the feasibility and costs of an expanded food composting program.	50	50		RFP is being finalized and will be advertised by the end of June
A Sustainable Oxford	S2: Build resilience for a changing climate	S1-A2: Adopt climate-responsive building and zoning codes	By December 2023, conduct research on the following topics to allow for data analysis for proposed building code electrification ordinance: 1. Research the potential impact on the electric utility capacity/redundancy 2. Research the potential impact on community aesthetics if additional overhead power lines and transformers are needed to meet demand/redundancy 3. Research the potential impact on urban tree canopy/street trees if trees in rights of way and front yards need to be removed in order to bring in additional electric capacity 4. Research the potential impact of the financial impact on capital construction cost of affordable housing 5. Develop the operational aspects of enforcing a building electrification local code amendment using existing staff or contracted staff	5	5		State of Ohio has preempted mandatory prohibition of usage of gas and oil for building energy systems. However, staff have planned to include as a bid alternate a feasibility analysis as part of the massive overhaul the 2024 Development Code update.
A Sustainable Oxford	S1: Reduce emissions towards neutrality by 2045	S1-A1: Develop an energy plan to meet Oxford's demand with renewables generally locally/regionally.	By October 2023, finalize the engineering design for the City solar array and develop the interconnection agreement the City and Duke energy.	20	20		The City has a lease agreement with BQ Energy for the closed Municipal Landfill. This before the meter project (as opposed to a behind the meter project such as a small residential solar system) was scaled back to 1.75 MW from 5.97 MW due to the cost of the Point Of Interconnection (POI) with Duke Energy (\$243,000 vs. \$2.4 million). The City is exploring several federal grants which might pay for the transmission/distribution upgrade costs of Duke Energy. If the City is successful in obtaining a grant to pay for these upgrades, the project may be expanded to the original 5.97 MW. Until then, BQ is moving forward with permitting for the 1.75 MW project. Mike has published an RFP for an Energy Assessment for City Owned Properties for Renewable Energy. The study will evaluate feasibility and costs associated with solar energy production at City facilities. The RFPs are due July 28, 2023.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
A Sustainable Oxford	S1: Reduce emissions toward neutrality by 2045	Hire FT Climate Sustainability Coordinator to implement climate actions	By June 2023, 1 FTE Climate Sustainability Specialist is hired. By December 2023, Climate Action Sub Plan is approved by City Council and inserted as sub plan into the Comp Plan.	80	80		Reena Murphy has been hired as Climate Sustainability Specialist. Draft Climate Action Plan has been created and shared with staff and the public for input. It is undergoing final revisions now before bringing it before City Council for adoption.
A Sustainable Oxford	S3: Become a Zero Waste Community.	S3-A1: Increase community waste diversion through reuse, recycling and composting.	By April 2023, conduct research of logistics and costs to have a coordinated trash and recycling program for Uptown Businesses. By October 2023, if found viable, establish funding and have pilot ready to launch for January 2024.	40	40		An initial analysis was conducted in April, now that Reena is back FT, she is finalizing this research and will present the feasibility and costs by July 2023.
A Sustainable Oxford	S3: Become a Zero Waste Community.	S3-A1: Increase community waste diversion through reuse, recycling and composting.	By August 2023, fund and launch an educational campaign to inform residents and MU students about what can be recycled and how.	0	0		This project is on hold. Rumpke has announced changes in their recycling program coming in Nov. 2023. We chose to wait to launch a robust campaign until after these updates have been made public.
A Sustainable Oxford	S4: Conserve Oxford's Natural Resources	S4-A8: Expand public education on sustainability and conservation, using public lands and facilities as a model	By May 2023, fund and launch an educational campaign about how to plant pollinator gardens and have native lawns within current code regulations.	100	100		Have contracted with TVCT to draft content for this campaign and hired graphic designer to create social media and web imagery. Campaign launched 5/30 and will run until 8/20. Between June 2 and July 31, 2023, we have had 1,737 views by 1,114 different users. This is currently our 2nd most viewed page after the home page.
A Thriving and Resilient Year-Round Economy	E1: Attract new business and employment opportunities to diversify the local economy	E1-A1: Foster a culture of service excellence in attracting new businesses and assisting new business startups	By March 2023, modernize application processes and codes to expedite building and zoning permits	50	50		A new building permit review process was launched in January. Since the Building Code Official is outsourced, the review comment timing was confusing to applicants. The new process does not involve the Building Code Official until all of the on-staff City departments have completed their first review. No codes have been revised as of yet.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
A Thriving and Resilient Year-Round Economy	E3: Support existing businesses	E3-A3: Promote the Revolving Loan Fund to local businesses	By May 2023 Develop program rules and procedures for a forgivable matching loan for sustainability upgrades or facade improvements. By October 2023, promote the program and have 3 applications.	20	20		Research into facade improvement programs has been conducted. Creation of funding applications and program logistics still need to be evaluated.
A Thriving and Resilient Year-Round Economy	E2: Encourage entrepreneurship, innovation, and startup businesses	E2-A1: Support business startups and local entrepreneurship.	By May 2023, build out an office space and move ec dev staff into the building to support business start-ups in partnership with Miami University.	80	80		Staff space is complete, but waiting for other users to move in before moving our 1 staff person there.
A Thriving and Resilient Year-Round Economy	E1: Attract new business and employment opportunities to diversify the local economy	E1-A4: Develop a tax abatement program or other form of financial assistance for businesses that leads to high quality job growth	By December 2023, develop a robust incentive toolkit that may include; tax abatement, fee waivers, utility offsets, etc.	20	20		This will be included in the code update RFP.
A Thriving and Resilient Year-Round Economy	E4: Attract visitors to Oxford year-round.	E4-A1: Create events and activities that drive economic impact.	Develop one new large-scale event that will create significant economic benefit to the Oxford economy. Event ideation, planning, etc. in 2023, with the event to be hosted in 2024.	80	80		Event list for 2023 created for creative placemaking and Total Eclipse of the Park planning for April 2024 is underway.
A Thriving and Resilient Year-Round Economy	E1: Attract new business and employment opportunities to diversify the local economy	E1-A5: Explore job creation at OXD/CVG Airport	By August 2023, approve annexation, development or utility service agreement.	10	10		We have been working closely with Miami on their new OXD Airport Master Plan. This will be made available for public comment on August 19th at National Aviation Day celebration at OXD and made available online for input for those who cannot attend the event.
Accessible, High-Quality Infrastructure	U1: Accessible, High quality infrastructure	U1-A9: Replace lead water pipes for public health and safety	By May 2023, survey all parcels abutting planned road projects for lead service lines. By Dec 2023, guide parcel owners for replacement of private lead service lines.	100	100		All abutting parcels to paving projects have been surveyed. Only one LSL was detected and a replacement line will be installed by the end of June.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
Accessible, High-Quality Infrastructure	S2: Build resilience for a changing climate	S2-A4: Manage adequate water supplies and demand for projected future conditions	By Dec 2023, complete the rehabilitation of a vertical turbine well in the Seven Mile well field to restore full pumping capabilities.	10	10		Well production data is being reviewed to determine which well is in most need of rehabilitation.
Accessible, High-Quality Infrastructure	U1: Maintain and improve high quality public services.	U1-A8: Implement water softening for the public potable water supply	By Dec 2023, complete selection of membrane technology and vendor for water softening and complete 60% engineering for new softening plant.	25	25		Membrane technology has been determined. RFP for Pilot Plant study released in May 2023. Engineering completion level ~ 15%.
Accessible, High-Quality Infrastructure	U1: Maintain and improve high quality public services.	Renew coatings on water storage facilities to protect water quality and lengthen service life of assets.	By November 2023, blast and recoat internal and external coatings on 2MG water reservoir.	10	10		Contract awarded. Work will begin in June and will be completed by the end of July.
Accessible, High-Quality Infrastructure	L4: Coordinate with regional jurisdictions and partners to plan for future growth and development	L4-A2: Develop an annexation policy and adequate public facilities ordinance to ensure growth aligns with public goals	By May 2023, there will be a Planning Commission recommendation of adequate public facilities ordinance to City Council.	10	10		One annexation case has been discussed but a draft policy has not been created. Two visits to Oxford Township Trustee meetings have occurred to share about the new Comprehensive Plan.
Celebration of the People and Places that Make Oxford Unique	R1: Maintain and improve existing parks, recreation and cultural facilities and programs.	R1-A4: Improve or modify existing playgrounds to be more inclusive.	By December 2023, enhance the playground at the Oxford Community Park to be more ADA inclusive, particularly for wheelchair users.	50	50		This project has been bid out and the contract has been awarded to Midstates Recreation. Expected completion is July 2023.
Celebration of the People and Places that Make Oxford Unique	R1: Maintain and improve existing parks, recreation and cultural facilities and programs.	R1-A2: Develop a Community Center that offers programming, recreation, access to social services, and rentable community space.	By July 2023, work closely with the TRI Board and Recreation Board to launch a fundraising campaign to allow for the renovation/growth of the TRI Community Center.	50	50		TRI Board has met with one fundraising consultant, with plans to meet with a second in June and make a decision to move forward by end of July.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
Celebration of the People and Places that Make Oxford Unique	R3: Promote parks, arts and culture throughout the community.	R3-A2: Support partnerships to create new education, recreation, and cultural opportunities for the community.	By April 2023, OPRD will finish the project which began in 2020 of renovating one adult field into three youth fields.	100	100		This project is considered complete at this time. Minor updates will be made as necessary.
Celebration of the People and Places that Make Oxford Unique	R1: Maintain and improve existing parks, recreation, and cultural facilities and programs.	Ensure access to restroom facilities.	By October 2023, identify revenue source for \$112K that can be paired with the capital budget for the construction of a public restroom in the Uptown parks.	75	75		Enjoy Oxford has committed \$75K toward this required match for the public restroom. The Chamber has verbally indicated support but this needs to be formalized in writing.
Essential Operations	Provide transparency and service excellence with public tax dollars	Complete the compilation and audit of the City's 2022 Comprehensive Annual Fiscal Report and submit the report to the Government Finance Officers Association for the "Certificate of Achievement for Excellence in Financial Reporting" Award	Award presented to the City of Oxford	100	100		Achieved.
Essential Operations	Provide transparency and service excellence with public tax dollars	Complete the compilation and audit of the City's 2021 Comprehensive Annual Fiscal Report and prepare Popular Annual Financial Report and submit the report to the Government Finance Officers Association for the "Award for Outstanding Popular Annual Financial	Award presented to the City of Oxford	0	0		With the passing of Joe Newlin we do not have the staff time available to dedicate toward the application for this award. We will not be seeking this award this year.
Essential Operations	Provide transparency and service excellence with public tax dollars	Complete the budgeting process and have Council pass the 2023 Budget and submit the report to the Government Finance Officers Association for the "Distinguished Budget Presentation" Award	Award presented to the City of Oxford	0	0		With the passing of Joe Newlin we do not have the staff time available to dedicate toward the application for this award. We will not be seeking this award this year.
Essential Operations	Provide excellent customer service resources	Implement integration with our current SmartBill provider to encompass a full service online web portal for viewing and paying utility bills.	By March 2023, begin implementation of new software. By October 2023 launch software for public use.	100	100		Smart Bill has been launched and is active.
Essential Operations	Maintain transparency of public records for Oxford citizens.	Modernize cemetery records from paper cards to digital files.	By May 2023 research possible cemetery operations software. By September 2023 implement cemetery operations software.	0	0		

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
Essential Operations	Ensure adequate cyber security for City operations.	Upgrade the City to Office 365.	By June 2023, upgrade to Office 365. Train all staff on the impact of changes and how to best use this new product.	20	20		This upgrade will likely occur in winter 2023/2024. A team of staff have been created to conduct the clean up and migration planning for the City files.
Essential Operations	Attract and Retain professional, high quality staff.	Review pay ranges for City positions to ensure similarity with similar communities.	By June 2023 conduct a wage analysis of all city positions. Compare against Butler County cities, other college towns, and 10 communities of similar size and income in Ohio. Make recommendations for wage adjustments as necessary.	90	90		Analysis has been completed. ACM will work with CM on pay adjustment recommendations.
Essential Operations	Maintain transparency of public records for Oxford citizens.	Improve online accessibility to public records.	By March 2023, implement the CivicPlus Agendas & Minutes tool. Digitize Resolutions through 1990 by December 2023.	60	60		Civic Clerk has been implemented. Interns are scanning old legislation, they are through the 1970's with Resolutions. This will digitizing will likely be a multi year project.
Housing Opportunities for Everyone	H3: Protect existing naturally occurring affordable housing (NOAH)	Develop and train additional code enforcement staffing	By July 2023, determine if funding is available for additional code enforcement staffing.	20	20		

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
Housing Opportunities for Everyone	H2: Ensuring housing affordability and attainability for all income levels	H2:A1: Activate a nonprofit entity devoted to expanding attainable housing opportunities.	By March 2023, scope of work and contracts signed with Neighborhood Housing Services. By October 2023, establish housing plan that outlines goals and where to prioritize seeking funding.	50	50		Contract has been signed with NHS to act as a housing development consultant. We are now developing a housing plan and researching funding models.
Housing Opportunities for Everyone	H1: Expand Housing options for all life stages	H1-A1: Update zoning regulations to increase density and promote a diversity of residential housing types and living arrangements.	By June 2023 determine if funding is available to an in house consultant to assist with zoning regulation updates. If funding found to be viable, by October 2023, hire an in-house consultant team to prepare development code amendments.	80	80		Council has approved the use of ARPA funds to hire a consultant to update part 11 of the Oxford codified ordinances. Staff plan to release RFP for consultant in July 2023.
Housing Opportunities for Everyone	H1: Expand Housing options for all life stages	H1-A5: Support developments and programs addressing supportive and transitional housing.	Assist Community Development Professionals with their cottage community development on City owned land. The goal is to break ground in August 2023.	0	0		
Housing Opportunities for Everyone	H1: Expand Housing options for all life stages	H1-A5: Support developments and programs addressing supportive and transitional housing.	By March 2023, work with Neighborhood Housing Services to develop a Permanent Supportive Housing project outline that will determine the number of units we seek to create. Then develop a sustainability plan for project funding. By July 2023: Seek funding to build/renovate properties for PSH as a homelessness response and implement sustainable funding model to provide case management.	40	40		Initial research has been conducted. 6-10 units recommended. However County funds we indented to apply for may be delivered to another project. NHS has introduced us to St. Mary's Development Corporation for a possible 50 unit affordable housing development to serve LMI families. TOPSS has expressed their intention for their new proposed facility to have a basement area to serve as emergency shelter if needed.
Safe and Efficient Travel for All Modes of Transportation	M1: Promote alternative modes of transportation.	M1-A4: Establish passenger rail service to/from Oxford.	By June 2023, Complete Project Scope document with ODOT. Continue with preliminary engineering through 2023. Project planned for bidding in October 2025 with construction completed by the end of 2026.	100	100		Project scope with ODOT is complete; work continues on preliminary engineering. The unknown disposition of the Nelson-Morrow Building needs to be resolved so further site design.
Safe and Efficient Travel for All Modes of Transportation	M3: Foster an environment and a culture of active transportation.	M3-A2: Expand the Oxford Area Trails system by completing the perimeter loop and linking to neighborhoods and commercial areas.	By March 2023, Begin advertising to construct phases 3 & 4 of the Oxford Area Trail System. Construction could be complete by December 2023 with good weather conditions. By December 2023, complete Stage three engineering and design for phase 5 of the Oxford Area Trail System. Final design approval is expected from ODOT by Sept. 2024.	80	80		Construction contracts have been awarded and site work has begun on Phases III, IV, and the Oxford Community Park Connector. Paving of Phase III scheduled for June / July 2023.

City of Oxford Measurable Actions 2023

Comp Plan Goal	Objective	Department Strategies & Tasks	Department Measure Of Success	Progress Made 1st & 2nd Quarter	Total Progress	Progress Bar YTD	Mid-Year Progress Notes
Safe and Efficient Travel for All Modes of Transportation	M2: Safe and Efficient Travel for All Modes of Transportation	M2: Facilitate the safe and efficient flow of traffic within and through the city	By Oct 2023, remove the existing Kehr Rd. culvert and replace with a new culvert (with funding assistance from OPWC).	20	20		Funding approved by Ohio Public Works Commission. Project may not begin until July 1 (based on the OPWC financing rules). Funds for local match have been requested from the Butler Co. motor vehicle license fee fund.
Safe and Efficient Travel for All Modes of Transportation	M2: Facilitate the safe and efficient flow of traffic within and through the city	M2-A2: Adopt Access Management Regulations	By June 2023 determine if funding is available for the development and adoption of an access management policy.	0	0		
Smart Growth and Quality Places	L4: Coordinate with regional jurisdictions and partners to plan for future growth and development	L4-A2: Develop an annexation policy and adequate public facilities ordinance to ensure growth aligns with public goals	By April 2023, have a Planning Commission recommendation of annexation policy to City Council.		0		
Smart Growth and Quality Places	L4: Coordinate with regional jurisdictions and partners to plan for future growth and development	L4-A1: Create a joint plan for land use & development with surrounding jurisdictions	By April 2023, City staff attend Oxford Township meeting to collect initial input.		0		
Smart Growth and Quality Places	L1: Ensure future development and redevelopment contributes to an aesthetic, character, and quality that is uniquely Oxford	L2-A4: Create a Mile Square Master Plan L1-A2: Explore increasing allowable building height in one or more targeted locations	By June 2023 survey historic resources as a part of the efforts of zoning code modernization.		0		

7/27/23, 1:07 PM

Revize Online Forms

Public Comment to Council Form

Print

Submitted by: Marti Gerome

Submitted On: 2023-07-27 12:38:48

Submission IP: (174.207.37.39)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Doug Elliott

Due Date: Open

Public Comment To Council



Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* First Name

Marti

Enter your First Name

* Last Name

Gerome

Enter your Last Name

* Address

32140 tracy lane

* City

Solon

* State

OHIO

* Email

martirn@roadrunner.com

Phone

4408233145

* I am a...

☐ Visitor

☐ Resident (i.e. must live within the corporate boundaries)

☐ Business Manager

☐ Business Owner

☐ Employee in Oxford

☐ Student

☒ Other

*** Comment(s)**

Good afternoon, I am a parent of a student in Oxford. I am reaching out for some assistance with a moving matter. My daughter and her three roommates moved out last year with a Mobil pod. They are now moving into the building above chipotle on august 22,2023. During the process of trying to get a parking permit for the pod, they were told the pod could not be delivered to that area. We have been in contact with John Bucholz several times to come up with a plan for the pod, but have run out of options. We are asking for your help with this problem. The pod company suggested dropping the pod and they will pick up in four hours. We can have them drop it to the rear of the building as well. Please let us know a plan that we can make this work. At this point, we have no other options. There are 4 rooms of furniture in the the pod and we need to move in on August 22 after 12:00. We will try to listen to to meeting on August 1. Thank you for your time and consideration. Marti Gerome (Parent of Oxford student)

Make a public comment for review by City Council



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Hill
DATE PREPARED:	8/8/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	A Resolution approving Then and Now certificates for purchase orders issued above \$3,000 where an invoice was received prior to the purchase order date, as a requirement of Ohio Revised Code 5705.41(d). (Heidi Hill, Acting Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

RESOLUTION NO.

A RESOLUTION APPROVING THEN AND NOW CERTIFICATES FOR PURCHASE ORDERS ISSUED ABOVE \$3,000 WHERE AN INVOICE WAS RECEIVED PRIOR TO THE PURCHASE ORDER DATE, AS A REQUIREMENT OF OHIO REVISED CODE 5705.41 (d).

WHEREAS, Council in accordance with Ohio Revised Code, shall approve any purchases made over \$3,000 where an invoice is dated prior to the purchase order date; and

WHEREAS, at the time the merchandise was purchased and at the time the purchase order was executed to cover the purchase, a sufficient sum was appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances; and

WHEREAS, there is a sufficient sum appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances.

WHEREAS, the City Manager and the Finance Director recommend Council approve authorizing such certificates, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director approving Then and Now Certificates for purchase orders issued above \$3,000 where an invoice was received prior to the purchase order date.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

Appendix A

P.O. Number	P.O. Date	Vendor	Amount	Purpose
4258	7/11/2023	Healthworks	\$ 12,473.00	Annual Employee/Spouse Health Eval
4260	7/13/2023	VFIS of Ohio	\$ 10,174.00	Fire Insurance annual renewal
4266	7/20/2023	Butler Tech and Career Dev	\$ 9,505.00	Tuition, books, supplies for employee
4267	7/20/2023	Butler Tech and Career Dev	\$ 9,505.00	Tuition, books, supplies for employee
4283	08/08/23	Juniper Property Maintenance	\$ 7,500.00	Property Maintenance & Management



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Reena Murphy
DATE PREPARED:	8/4/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	Report regarding the Environmental Commission Meeting on August 2, 2023 (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:

Environmental Commission members in attendance at the Wednesday, August 2nd, 2023 meeting were: Jon Ralinovsky, Chair; Chantel Raghu, Vice-Chair and City Council Representative; Jason Bracken, Planning Commission Representative and City Council Member; Heather Barrett, and Peggy Branstrator. A quorum was present.

Approval of Agenda

Motion: Ms. Raghu
2nd: Ms. Barrett
Vote: Unanimous

Approval of Minutes for the June 7th, 2023 Meeting

Motion: Ms. Barrett
2nd: Ms. Raghu
Vote: Unanimous

Discussion:

The commissioners discussed solid waste management at public events in August and September 2023, such as Red Brick Fridays, Ox Chalks the Walks, and Hike-A-Thon. They confirmed member availability to staff the waste station and ensured coverage for each event. Commissioners also discussed purchasing

a banner for long-term use at the waste station. Ms. Branstrator provided a ~\$90 quote from Lebowski Tees for the banner.

Ms. Raghu provided an update that Council will discuss the Electric Aggregation Contract Renewal at their next meeting on August 15th, 2023. Staff shared that electricity costs will increase significantly, no matter the supplier. Staff also shared that there may be an opportunity to join the Sustainable Ohio Public Energy Council (SOPEC) in the future, which offers electric aggregation, among other resources for member communities. However, SOPEC has higher electric costs than the private suppliers identified through AEP. Thus, the staff does not currently recommend joining SOPEC but is open to additional exploration and future community engagement.

The Commission discussed the responses to the RFP for the 2024 Residential Curbside Food Scrap Waste Collection for Composting. One bidder, GoZero, responded to the RFP. They propose a \$3690.00 per month flat fee for 0-160 households, equivalent to ~\$24.75 per household per month for 160 households. For additional households beyond 160, costs would increase by \$3.70 per household per week, for a maximum of 240 households. At 240 households, curbside composting would cost ~\$16.03 per household per month. GoZero would provide participating households with a 5-gallon bucket with an easy peel-style lid. The bucket would not be washed per service visit, but participants would receive a new compostable liner per service visit.

Ms. Branstrator shared that the pollinator pilots are doing well and praised Mr. Steve Ohl for his helpfulness throughout the project. Ms. Branstrator shared that there was damage to one of the pilot locations, but the responsible party will pay for repairs.

Mr. Ralinovsky shared that the city has received a \$150,000 grant to implement complete street practices. The Oxford Parking and Transportation Advisory Board is currently deciding which areas of Oxford to prioritize.

Staff shared that the Climate Action Steering Committee has approved the Climate Action Plan and will tentatively go to City Council for approval on September 5th, 2023.

Since the beginning of the Residential Food Scrap Program in 2019, 81.82 tons of food scraps have been collected. In 2023, approximately 9 tons of residential food scraps have been collected, averaging 600 lbs per week. This is lower than the August 2022 collections, which totaled 12 tons and an average of 801 lbs per week.

Given the notable decline in food scrap drop off, the Commission discussed additional education surrounding composting to increase food scrap drop off. Staff discussed sharing composting information on social media at the beginning of September to encourage participation. Staff also shared that Armstrong Student Center will be implementing composting this year through Go Zero Services, which will increase student education and awareness about composting food scraps. Staff has been working with Miami University Sustainability and Armstrong Student Center Staff to coordinate messaging and promote the residential food scrap program to students.

Staff provided an update on landfill passive gas vent emissions and the solar flare. The solar flare has been in operation for approximately two months. It has reduced 26.9% of emissions in June 2023 and 22.5% of emissions from July 2023, totaling a 24.4% reduction in emissions from both months. The flare burns 98% of methane emitting from gas vent 23, preventing 64.55 MT CO₂e since its installation. It is worth noting that the landfill emissions for the 2023 summer are low compared to historical data. Commissioners were excited about the performance of the flare.

Lastly, the commission discussed the staffing change from David Treleaven to Reena Murphy as the staff liaison to the Commission. The Commissioners thanked David for his hard work and welcomed his presence at meetings whenever needed.

Approval of Adjournment:

Motion: Ms. Raghu

2nd: Ms. Barrett

Vote: Unanimous

Commissioners adjourned at 7:55 pm. The next Environmental Commission meeting will be September 6th, 2023, at 7 pm in the Municipal Building's first-floor conference room. Requested agenda items for the next meeting include a discussion around the next steps following the professional service project (PSP) recommendations entitled "Recommendations for the City of Oxford: Commercial Household Recycling Access."



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	8/8/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to enter into an agreement with Energy Harbor LLC. for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of 24 months. (Doug Elliott, City Manager)
COUNCIL GOAL AREA:	A Sustainable Oxford
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The current provider for the City of Oxford's Governmental Electric Aggregation Program is Energy Harbor LLC. The contract will expire with the December 2023 billing cycle. In order to secure updated rates, proposals were requested from five companies for the City's program. Three PUCO Certified Residential Electric Suppliers (CRES) responded to the August 11th request (Energy Harbor LLC, Constellation, and Dynegy Energy Services). The pricing from Energy Harbor LLC was the lowest and best pricing for each contract term length requested (1, 2, or 3 years). The City Manager recommends entering into a two-year agreement with Energy Harbor LLC. The recommended proposal is for 100% renewable energy. The 24-month rate quoted is 7.12 cents per kWh for renewable and 6.73 cents per kWh for traditional supply. Since the rates change daily, I will provide Council with the actual rate at the Council meeting. The current rate through the December 2023 billing cycle is 4.71 cents per kWh for renewable and 4.62 cents per kWh for traditional supply. The annual savings to an electric consumer using 9,000 kWh per year is \$253.80 compared to Duke Energy's Price to Compare (PTC) for July 2023 at 9.94 cents per kWh.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENERGY HARBOR LLC FOR THE PROCUREMENT OF ELECTRICITY GENERATION FOR THE CITY OF OXFORD'S ELECTRIC AGGREGATION PROGRAM FOR A PERIOD OF 24 MONTHS.

WHEREAS, the City Manager recommends Council authorize him to enter into an agreement in a form substantially similar to Exhibit "A" attached hereto and acceptable to the Law Director, with Energy Harbor LLC for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of 24 months.

THE COUNCIL OF THE CITY OF OXFORD HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and hereby authorizes him to enter into an agreement in a form substantially similar to Exhibit "A" attached hereto and acceptable to the Law Director, with Energy Harbor LLC for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of 24 months.

SECTION 2: This Resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



First Amendment

To Master Agreement To Provide Services To An Aggregated Group

Between

City of Oxford, Ohio

and

Energy Harbor LLC

This First Amendment ("Amendment") is entered into this ____ day of August, 2023 ("Effective Date"), by and between **City of Oxford, Ohio** ("Community"), an Ohio municipality in the county of Butler and governmental aggregator organized and existing under the laws of the State of Ohio and **Energy Harbor LLC** ("Energy Harbor"), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 (together, the "Parties").

RECITALS

WHEREAS, Energy Harbor and Community are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated May 5, 2020; and

WHEREAS, the Parties have mutually agreed to renew the Agreement for the Term beginning with December 2023 meter read dates through December 2025 meter read dates ("Renewal Term").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the provisions contained in the Renewal Term's **First Amendment Attachment A to Master Agreement Between City of Oxford, Ohio and Energy Harbor LLC August 2023** attached.
2. All other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

Energy Harbor LLC:

Signed: _____
Printed: _____
Title: _____
Date: _____

City of Oxford, Ohio:

Signed: _____
Printed: _____
Title: _____
Date: _____

First Amendment Attachment A to Master Agreement

Between

City of Oxford, Ohio and Energy Harbor LLC

August 2023

Pricing and Other Conditions to Retail Generation Service Offer

Term:

Beginning December 2023 meter read dates through December 2025 meter read dates

Pricing:

Opt-Out Program Option (100% Renewable – Source: National Wind):

x.xx ¢ / kWh

* Includes National Wind Renewable Energy Certificates (“RECs”) equal to 100% of Participating Customer’s Electric Supply for the Term indicated above.

Opt-In Program Option:

y.yy ¢ / kWh

EDU:

Duke Energy

Eligible Rate Codes:

Residential, Commercial (below either 700,000 kWh annually or 100 kW peak monthly demand)

Mercantile Accounts: Mercantile Customers (defined below) must “opt-in” to the Aggregation Program by notifying Supplier that they are a Mercantile Customer who seeks to join the Aggregation Program. Supplier will provide pricing and terms to each Mercantile Customer at the time the Mercantile Customer requests to opt-in. The Mercantile Customer can accept or reject the pricing and terms after it has been provided by Supplier, provided however, that if Mercantile

Customer rejects the pricing or the terms offered by Supplier, the Mercantile Customer shall not be eligible to join or participate in the Aggregation Program. “Mercantile Customer” as used herein shall meet the definition of “Mercantile customer” set forth in R.C. 4928.01(19) or any successor definition codified in the Ohio Revised Code.

Termination Fee:

None

Administrative Services:

- Design, print and mail the Opt-out letter to all Eligible Customers including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls, in a timely and agreed upon fashion.
- File the required information for PUCO reports on behalf of the Community.
- Conduct supplemental opt-out mailings on a periodic basis.



**MASTER AGREEMENT TO PROVIDE SERVICES TO AN
AGGREGATED GROUP**

BETWEEN

CITY OF OXFORD, OHIO

AND

ENERGY HARBOR LLC

This Master Agreement (“Agreement”), is entered into as of this 5th day of May, 2020 (“Effective Date”) by and between **Energy Harbor LLC** (“Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 and **City of Oxford**, Butler County, Ohio (“Community” or “Governmental Aggregator”), an Ohio governmental aggregator (each a “Party” and collectively, “Parties”).

DEFINITIONS

A. Aggregation Program – A program pursuant to R.C. 4928.20 for combining the electric load of multiple retail customers.

B. Competitive Retail Electric Service (“CRES”) - A component of retail electric service that is competitive as provided by R.C. 4928.01(B).

C. CRES Provider - A person or entity, under certification by the commission, who supplies or offers to supply a CRES.

D. Competitive Bid Process (“CBP”) – An open, fair, and transparent competitive solicitation containing a clear product definition, standardized bid evaluation criteria, oversight by an independent third party, and evaluation of submitted bids.

E. Electric Distribution Utility (“EDU”) – An electric utility that supplies, among other things, retail electric distribution service.

F. Electric Security Plan (“ESP”) – A standard service offer plan pursuant to R.C. 4928.143 filed by an EDU and approved by the Public Utilities Commission which provides for, among other things, the supply and pricing of electric generation service.

G. Governmental Aggregator - A legislative authority of a municipal corporation, a board of township trustees, or a board of county commissioners acting as an aggregator for the provision of a competitive retail electric service under authority conferred under section 4928.20 of the Revised Code.

H. Independent System Operator (“ISO”) – A neutral, independent organization that helps administer the operation and use of the transmission system.

I. Market Rate Offer (“MRO”) – A plan pursuant to R.C. 4928.142 for the EDU’s standard service offer.

J. Price-to-Compare (“PTC”) – A calculation of the customers’ cost of competitive retail electric service. The PTC is required to be included in all electric utility bills with the intent of giving electricity shoppers a reference point to evaluate an offer from a CRES Provider. OAC 4901:1-21-18(C)(18).

K. Regional Transmission Organization (“RTO”) – An electric power transmission system operator such as PJM interconnection regional transmission organization, L.L.C. regulated by the Federal Energy Regulatory Commission (“FERC”) that coordinates, controls, and monitors a multi-state electric grid.

L. Retail Electric Service - Any service defined by R.C. 4928.01(A)(27) that involves supplying or arranging for the supply of electricity to ultimate consumers in the state, from the point of generation to the point of consumption. Retail electric service includes one or more of the following service components: generation service, aggregation service, power marketing service, power brokerage service, transmission service, distribution service, ancillary service, metering service, and billing/collection service.

RECITALS

A. Supplier is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Electric Service (“CRES”) Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. Supplier (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. Supplier sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been certified by the PUCO as a governmental electricity aggregator pursuant to Chapter 4901: 1-24-01, *et. seq.* OAC. Supplier is under no obligation to provide Full Requirements Retail Electric Supply hereunder until Governmental Aggregator has been certified by the PUCO.

F. Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or are otherwise ineligible to participate in the program (“Aggregation Program”). Governmental Aggregator desires that Supplier supply the total electric generation needs to all participants in the Aggregation Program located within the service territory of Duke Energy.

G. By this Agreement, Community and Supplier desire to enter into a mutually beneficial energy and services provisions relationship whereby Supplier shall provide Full Requirements Retail Electric Supply and related administrative services (“Administrative Services”) necessary to fulfill the obligations of this Agreement.

H. Community desires to enter into this Agreement with Supplier to provide energy and energy-related services to Eligible Customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action to remain certified by the PUCO as a “governmental aggregator”; (2) shall establish and maintain an Aggregation Program for those residential and commercial inhabitants, within the boundaries of Community, that the Governmental Aggregator, together with Supplier, has determined will be provided the opportunity to participate in the Aggregation Program (“Eligible Customers”); (3) shall mail out the required enrollment and opt-out notices, which responsibility may be delegated by contract to Supplier; and (4) hereby authorize Supplier to contract for Full Requirements Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to Supplier as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Full Requirements Retail Electric Supply from Supplier, or have their participation terminated by the Governmental Aggregator, or their Full Requirements Retail Electric Supply lawfully terminated by Supplier or the Electric Distribution Utility or EDU (“Aggregation Program Customer” or “Participating Customer”).

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to Supplier all notices from the EDU concerning Participating Customers’ accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU’s system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated Supplier as its Full Requirements Retail Electric Supply provider for the Eligible Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants Supplier the exclusive rights to provide Full Requirements Retail Electric Supply to the Eligible Customers.

1.1.5 Customer Data and Load Forecast Information. Supplier and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers’ data and historical load and load forecast information, related to the Participating Customer’s load and consumption, from any entity in possession of such data.

1.1.6 Service Inquiries and Service Notices to Customer. Participating Customers may direct inquiries regarding this Agreement, and Full Requirements Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to Supplier at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating

Customers should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that Supplier shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

ARTICLE 2

SUPPLIER OBLIGATIONS

2.1 Supplier Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, Supplier shall provide Full Requirements Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the commercial and residential Aggregation Program Customers. Supplier shall arrange for the delivery of Full Requirements Retail Electric Supply in accordance with the requirements of the Participating Customers' respective EDU and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Full Requirements Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the EDU provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the EDU, Supplier shall not be responsible for the provision of such services. Notwithstanding the foregoing, Supplier is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 Supplier shall be responsible for all acts necessary for Supplier to perform its obligations hereunder, including but not limited to the scheduling of delivery of Full Requirements Retail Electric Supply hereunder.

2.1.3 Supplier shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

2.2 Subcontracting. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

ARTICLE 3

TERM AND TERMINATION

3.1 Term of Agreement and Termination.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not receive or fails to obtain or maintain PUCO Certification; (2) a Party exercises its right under Article 6 to terminate this Agreement; (3) Supplier fails to obtain or maintain its PUCO Certification; (4) an illegality occurs under Section 3.3; or (5) any of the situations in Sections 3.5 or 5.1 occurs. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for a term agreed upon by the Parties.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Full Requirements Retail Electric Supply is lawfully terminated by Supplier or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Full Requirements Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event or pursuant to the terms of Article 6, the Full Requirements Retail Electric Supply will terminate early and the Participating Customers may choose another CRES Provider or will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to SSO Service from the EDU.

3.3 Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement, this Agreement may be terminated.

3.4 Termination Events. In the event any of the following conditions occur during the Term, Supplier shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC, as discounted hereunder in accordance with Section 4.2.1, that is equal to or less than the comparable

annualized generation and transmission rates and riders as of the Effective Date of this Agreement.

(ii) The PUCO approves or implements a phase-in credit for generation charges of the EDU which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, chooses to not finance the impact of that effect or if commercially reasonable rates and terms are not available for such financing.

(iii) The EDU will not provide consolidated billing consistent with previous practice.

3.5 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.6 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 4

ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY

4.1 Scheduling, Transmission and Delivery of Power. During the Delivery Term, Supplier shall schedule Energy as required by the RTO or other transmission provider and the EDU, and shall arrange for transmission and distribution service to the Participating Customers. Supplier will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Full Requirements Retail Electric Supply hereunder and subject to the understanding that Supplier has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3, 3.4, 5.1 or Article 7 of this Agreement. Supplier does not take responsibility for any delivery of services supplied by the EDU or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Participating Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

4.2 Pricing.

4.2.1 During the Delivery Period, Supplier shall provide Energy to all Participating Customers at the price set forth on Attachment A. Any bypassable riders approved by the PUCO and not included in the Price to Compare will be billed at their full rate. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the PUCO and not included in the Price to Compare.

4.3 Failure of Delivery. In the event that Supplier fails to schedule all or part of the Full Requirements Retail Electric Supply as set forth herein and Supplier's failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for SSO Service or other Energy supply arrangement necessary to cure such Energy deficiency, Supplier shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to Supplier, an amount determined by multiplying (a) the aggregate deficiency in the Full Requirements Retail Electric Supply by (b) the full replacement cost. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, SUPPLIER'S OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENT AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE REMEDY FOR SUPPLIER'S FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT.

ARTICLE 5

BILLING AND PAYMENTS

5.1 Additional Costs. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the Price to Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of Supplier its costs to perform under this Agreement, Participating Customers may receive a notification from Supplier. This notification will include a description of one or more of the situations described above. Supplier may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact Supplier to accept the new terms, the Participating Customer(s) individual terms and conditions with Supplier will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, Supplier may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether Supplier offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all Supplier charges through the date they are returned to their EDU or switched to another CRES provider for service.

5.2 **Billing.** Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDU's tariff provisions and PUCO rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations, Supplier retains the right to assess late payment fees on, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement.

ARTICLE 6 **DEFAULT AND REMEDIES**

6.1 Event of Default.

6.1.1 A "Community Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) Any representation or warranty made by Community in Article 9 hereunder is false or misleading in any material respect when made;

(ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and Community is diligently working towards such cure; and

6.1.2 A "Supplier Event of Default" shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

(i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) any representation or warranty made by Supplier in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;

(iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and Supplier is diligently working towards such cure; and

(iv) Intentionally omitted.

6.2 Rights and Remedies.

6.2.1 Rights and Remedies for a Community Event of Default. Subject to other provisions of this Agreement, if Community is the defaulting Party hereunder, so long as such Community Event of Default shall have occurred and be continuing, Supplier shall have the right to (i) designate a date (“Early Termination Date”), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Supplier shall have the right to seek the remedies of specific performance of Community’s and Participating Customers’ obligations hereunder and/or injunctive relief to continue to provide Full Requirements Retail Electric Supply hereunder. In the case of a Community Event of Default, the Parties recognize that damages or other amounts to be received by Supplier hereunder may be inadequate because this Agreement is unique and the actual damages of Supplier may exceed any amounts to be received by Supplier hereunder. Therefore, Community waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to Supplier hereunder are adequate to cover the actual damages of Supplier.

6.2.2 Rights and Remedies for a Supplier Event of Default. Subject to other provisions of this Agreement, if Supplier is the defaulting Party hereunder, so long as such Supplier Event of Default shall have occurred and be continuing, Community shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, Community shall have the right to seek the remedies of specific performance and/or injunctive relief, *inter alia*, to ensure the continuations of Full Requirements Retail Electric Supply hereunder or to ensure the payment of grants required by this Agreement.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of Supplier to deliver Full Requirements Retail Electric Supply. As long as Supplier is supplying Full Requirements Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this Agreement, Community shall not have the right to terminate this Agreement or suspend performance.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party’s failure to perform pursuant to this Agreement.

ARTICLE 7 **FORCE MAJEURE**

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force

Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a “Force Majeure Event” shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Government Aggregator may not be asserted as a Force Majeure Event by Government Aggregator. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall not constitute a Force Majeure Event unless Supplier has arranged for service on these systems at a level of firmness as required to provide the Full Requirements Retail Electric Supply agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8

LIMITATION OF LIABILITY

8.1 LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 DISCLAIMER. SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by Supplier.

9.1.1 Supplier hereby represents and warrants to Community as of the Effective Date as follows:

- (i) Supplier is a company, duly formed, validly existing and in good standing under the laws of the State of Delaware;

(ii) Supplier has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within Supplier's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by Supplier, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Supplier enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) None of the documents or other written information furnished by or on behalf of Supplier to Community or Eligible Customers pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vi) No Bankruptcy is pending against it or to its knowledge threatened against it.

9.2 Representations and Warranties by Community.

9.2.1 Government Aggregator hereby represents and warrants to Supplier as of the Effective Date as follows:

(i) Community is duly authorized as the agent for the Participating Customers, as a duly authorized governmental aggregator;

(ii) Community has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within Community's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by Community of this Agreement nor the consummation by Community of the

transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing Community's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(iv) This Agreement has been duly executed and delivered by Community, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of Community, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(v) Community is entering into this Agreement with a full understanding of all of the risks disclosed in this Agreement (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vi) None of the documents or other written information furnished by or on behalf of Community to Supplier pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vii) Community has the contractual right to enter into this Agreement, to contract with Supplier to supply Full Requirements Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10

CONFIDENTIAL INFORMATION

10.1 **Confidential Information.** Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall, to the extent permitted by Ohio law, be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 **Confidential Information Defined.** "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by

one Party (the “Disclosing Party”) to the other Party (the “Recipient”) regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient’s possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

ARTICLE 11 **MISCELLANEOUS**

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and Attachment A shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

Energy Harbor LLC

For Notices or Inquiries Regarding
this Agreement:

Director, Government Aggregation
Energy Harbor LLC
168 East Market Street
Akron, Ohio 44308

City of Oxford

For Notices or Inquiries Regarding
this Agreement:

Douglas R. Elliott, Jr.
City Manager, City of Oxford
15 South College Avenue
Oxford, Ohio 45056
delliott@cityofoxford.org

Phone: 330-315-7271

Phone: 513-524-5201

11.2 Entire Agreement. This Agreement, including Attachment A hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of Attachment A hereto, the provisions of Attachment A shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

11.7 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, Supplier may, without the consent of Community or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Supplier; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Supplier. Upon an assignment pursuant to (b) or (c), Community and the Participating Customers agree that Supplier shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

11.8 Intentionally omitted.

11.9 Recitals. The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Energy Harbor LLCSigned: *Sam Morgan*Printed
Typed Name: Sam MorganTitle: Director Government AggregationsDate: 5-6-2020**City of Oxford**Signed: *Douglas R. Elliott, Jr.*Printed
Typed Name: Douglas R. Elliott, Jr.Title: City ManagerDate: May 5, 2020

ATTACHMENT A:
**Pricing and Other Conditions
to Retail Generation Service Offer**

Attachment A to Master Agreement**Between****City of Oxford, Butler County, Ohio and Energy Harbor LLC****Term:**

Beginning with December 2020 meter read dates through December 2023 meter read dates

Pricing:**Opt-Out Program Option (100% Renewable – Source: National Wind):**

4.71 ¢ per kWh

Opt-In Program Option (Non-Renewable Electricity):

4.62 ¢ per kWh

EDU:

Duke Energy

Eligible Rate Codes:

Residential, Commercial (below either 700,000 kWh annually or 100 kW peak monthly demand)

Mercantile Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial and industrial accounts with annual usage over 700,000 kWh must "opt-in" to the program.

Termination Fee:

None

Administrative Fee:

Supplier shall pay to the Community's Consultant, Affordable Gas and Electric (AGE), \$0.001 per kWh delivered/consumed and paid for by Members under the Aggregation Program on a monthly basis. In addition to Members' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Member or Members' accounts that join the Aggregation Program.

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls, in a timely and agreed upon fashion.
- File the required information for PUCO reports on behalf of the Community.
- Conduct supplemental opt-out mailings on an annual basis, on or around August/September of the calendar year.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	8/11/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	A Resolution waiving the tree survey requirements of the City of Oxford Zoning Code. (Doug Elliott, City Manager)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

City staff and I have been meeting with representatives of The Oxford Hotel Group, LLC for the past three months. They have proposed a hotel on land outside the City of Oxford corporate boundaries. The City requires that the property be annexed in order to provide water services. A petition for annexation was approved by the Butler County Commissioners on August 7, 2023. City Council must wait sixty days before considering an ordinance or resolution to accept the annexation. The developers have applied to the Oxford Planning Commission for a conditional use permit to construct a hotel. The Planning Commission tabled the application at the August 8, 2023 meeting in order to obtain additional information. The City of Oxford requires a tree survey for nonresidential developments. In order to allow this project to proceed before the annexation is complete and a conditional use is decided by the Planning Commission, I recommend that the City Council grant a waiver to Oxford Zoning Code Section 1148.05(b)(2)(A) to relieve the Oxford Hotel Group, LLC from the Tree Survey requirement, on condition that a Planning Commission recommended and Council approved Landscaping Plan is fulfilled prior to installation of a permanent water meter for a hotel and prior to issuance of a Final Certificate of Occupancy for a hotel.

RESOLUTION NO.

**A RESOLUTION WAIVING THE TREE SURVEY REQUIREMENTS OF THE
CITY OF OXFORD ZONING CODE.**

WHEREAS, the Oxford Hotel Group, LLC has applied for a conditional use permit to construct a hotel; and

WHEREAS, the Planning Commission tabled the application at the August 8, 2023, meeting in order to obtain additional information.

THE COUNCIL OF THE CITY OF OXFORD HEREBY RESOLVES THAT:

SECTION 1: Council hereby grants a waiver to Oxford Zoning Code Section 1148.05(b)(2)(A) to relieve the Oxford Hotel Group, LLC from the Tree Survey requirement, on condition that a Planning Commission recommended and Council approved Landscaping Plan is fulfilled prior to installation of a permanent water meter for a hotel and prior to issuance of a Final Certificate of Occupancy for a hotel.

SECTION 2: This Resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:
ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police Division
PREPARED BY:	John Jones
DATE PREPARED:	8/7/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	A Resolution authorizing the School Resource Officer Program Memorandum of Understanding between the Talawanda School District and the City of Oxford and authorizing the City Manager to sign the Memorandum of Understanding on behalf of the City. (John Jones, Police Chief)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve the Resolution
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The Talawanda City School District (TSD) and the Oxford Police Division have agreed to assign three police officers to the position of School Resource Officer (SRO) for the Talawanda District. Two SROs will be assigned full-time (40 hours per week) to the Talawanda Middle School and Talawanda High School. One SRO will be assigned to Kramer Elementary School part-time (20 hours per week).

TSD agrees to reimburse the City of Oxford at a rate of \$35.00 per hour and a rate of \$55 per hour for special event overtime. This is an increase over last year's rate of \$31 per hour that takes into account patrol officers' contractual wage increase and is a comparable rate charged by the Butler County Sheriff's Office.

A Butler County Sheriff Deputy will be assigned to Marshall and Bogan elementary schools and split time between them. The SROs will work with the Talawanda Staff to create positive interactions with students, to implement programming, and to promote a safe haven for teaching and learning. The SROs will work to deter incidents of crime and violence to protect students, staff, and visitors at the Talawanda Schools located within the City of Oxford.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING BETWEEN THE TALAWANDA SCHOOL
DISTRICT AND THE CITY OF OXFORD AND AUTHORIZING THE CITY MANAGER TO
SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY.

WHEREAS, the Talawanda School District and the Oxford Police Division have agreed that two (2) police officers should be assigned to the position of School Resource Officer (SRO) for the Talawanda School District on a full-time basis and one (1) police officer should be assigned to the position of School Resource Officer (SRO) for the Talawanda School District on a part-time basis; and

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to sign on behalf of the City, the proposed Memorandum of Understanding attached hereto as Exhibit "A" with the Talawanda School District for the services of three (3) "School Resource Officers." The Talawanda School District shall reimburse the City for each hour the School Resource Officers work at a rate of \$35.00 per hour for regular hours and \$55 per hour for overtime and special events for the 2023-2024 school year, not to exceed 200 school days.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Police Chief and finds that the Memorandum of Understanding to provide three (3) School Resource Officers in the Talawanda School District will benefit the community and authorizes the City Manager to sign the Memorandum of Understanding on behalf of the City.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

Memorandum of Understanding School Resource Officer Program

This Memorandum of Understanding (MOU) is executed on _____, 2023 by and between the Talawanda School District Board of Education ("Board") and the City of Oxford Division of Police ("OPD"). This MOU satisfies the obligations of Ohio Revised Code 3313.951.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO Program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence and/or illegal drug and controlled substance abuse.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate/Crime Prevention
3. Education

Law Enforcement Role - SROs are responsible for the majority of law enforcement activities occurring at the school during school hours. Building administration is responsible for school- based discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While law enforcement is the role of SROs, alternatives to arrest should be used when possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate/Crime Prevention - One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education - SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO program will consist of full time/part-time police division personnel that are certified peace officers for the state of Ohio and meet all requirements as set forth by the Board and the City of Oxford Division of Police.

B. Background Requirements

School officials and the police division shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the City of Oxford Division of Police.

SROs should meet three general criteria:

- a. **College or degree coursework** - SROs are in an educational atmosphere and will be supporting instruction in elementary/middle/high school classes. To increase credibility in this area, a college degree or substantial college-level coursework is preferred.
- b. **Experience as a police officer and commitment to student well-being** - SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success; juvenile justice; child and adolescent development and psychology; and creating a positive school climate are essential.
- c. **Successful performance** - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Professional Development

Unless on temporary assignment, SRO officers shall complete a minimum of 40 hours of initial training that covers responsibilities and/or limitations of SROs, Ohio school laws, MOUs, child development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics; child development; adolescent psychology; trauma; conflict resolution; mental health and addiction; children with disabilities; juvenile and education law and policy; PBIS; and cultural competence.

V. Operational Procedures

Chain of Command for SROs: The SRO will be ultimately accountable to the City of Oxford Division of Police's chain of command. However, while at the school, the SRO will be additionally accountable to the building principal or his/her designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by Board policy and Administrative Guidelines, and will promptly respond to the requests of school officials.

The SRO's activity in the school is guided by the following procedures, and supervision and evaluation shall be provided by both the Talawanda School District administration and the City of Oxford Division of Police to effectively support the SROs' efforts and monitor their progress.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police division. Specific daily assignments to accomplish this function will vary by school. The SRO and the building principal or designee will meet on a regular

basis to discuss plans and strategies to address specific issues or needs that may arise.

Basic responsibilities of the SRO will include, but will not be limited to:

1. To enforce criminal law and protect the students, staff, and public at large against criminal activity.
2. Foster mutually respectful relationships with students and staff to support a positive school climate.
3. Provide information concerning questions about law enforcement topics to students and staff.
4. Provide classroom instruction on a variety of topics including, but not limited to safety, public relations, occupational training, leadership, and life skills.
5. Coordinate investigative procedures between police and school administrators.
6. Handle initial police reports of violent crimes committed on campus.
7. Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8. Attend school special events as needed.
9. Assist the teacher in preparation of lesson plans, as necessary, when the SRO is integrated into classroom instruction.
10. Collect data on SRO activities (arrests, citations, etc.).

B. Uniform

Normally, the SRO is in uniform when performing services under this MOU.

C. Daily Schedule

To be determined by the commanding officer and school administration, consistent with the terms of the 2023-2024 Talawanda School Resource Officer Contract between the Board and the City of Oxford Division of Police and this MOU.

D. Absence/Substitution

School administration and the City of Oxford Division of Police should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should receive training on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods in a school environment.

E. Special Events

To be determined by the commanding officer and school administration, consistent with the terms of this MOU.

F. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
2. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.
3. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

G. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct, Board policy or other school regulations that are not criminal matters should be handled by school administration and/or faculty, and not by SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report violations of the student code of conduct, Board policy, or school regulations through the proper channels to be

handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook and/or Student Code of Conduct for the SRO's assigned school, but it is not the responsibility of the SRO to enforce the rules in these documents.

H. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and the City of Oxford Division of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.

I. Sharing of Information

Communication and information sharing is essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, the Family Information and Privacy Act ("FERPA"), and relevant City of Oxford Division of Police and Board policies.
2. The sharing of arrest related information by the SRO with school administration, upon request or at the direction of the SRO, will involve the dissemination of arrest reports and calls for service filed with the City of Oxford Division of Police or from other law enforcement agencies coming into contact with students from Talawanda School District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO, or as dictated by law.
4. If the SRO is aware of information on a student that is officially obtained by the City of Oxford Division of Police, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Oxford Police Chief or his/her designee.
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other City of Oxford Division of Police personnel and criminal justice agencies, but will not be part of the student's school record.
7. Any information that is obtained by the SRO that pertains to criminal activity occurring outside Butler County, Ohio limits shall be relayed to the police department of jurisdiction.

8. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City, or if a school building is evacuated, the SRO shall contact his immediate supervisor at the City of Oxford Division of Police as soon as possible.
9. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.
10. To the extent allowed by applicable law, the Board shall identify its SRO as a "school official" in the annual FERPA notice of rights given to parents and eligible students subsequent the execution of this MOU.

J. Role in Critical Incidents

The SRO will be familiar with the Talawanda School District crisis plan. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration and staff, law enforcement personnel, and other emergency resources if practical.

VI. School District Responsibilities

The Board shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office, which shall contain a telephone, a secure computer, and a printer, which may be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, chair, work table, filing cabinet, and office supplies.
4. The opportunity for SROs to address teachers, school administrators, students and their families about the SRO program, goals and objectives.
5. The opportunity to provide input regarding criminal justice problems relating to students.
6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
7. The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
8. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
9. SROs shall respect the sensitive nature of student privacy and shall abide by all

applicable confidentiality and/or privacy policies, regulations and laws.

10. Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VII. Reimbursement Costs

1. The Board agrees to reimburse the City of Oxford Division of Police \$35.00 per hour for each hour the School Resource Officers work for the 2023-2024 school year, not to exceed 200 school days.
2. The Board shall make checks payable to the City of Oxford and shall mail checks to the City of Oxford Finance Department at 15 S. College Ave. Oxford, OH 45056.
3. The Board shall also pay overtime worked by the SRO for athletic events, Board of Education meetings, or other afterhours school functions at the request of Talawanda Schools. The City will make every effort to utilize the SROs to fill these requests. If more officers are requested, or the SROs are unavailable, the City will provide other police officers for the event. The Board will reimburse the City at the rate of \$55.00 per hour for these details for services provided under this Memorandum of Understanding and requested by the Board.
4. The City of Oxford Division of Police shall be responsible for all employment-related costs for the SRO, including worker's compensation, unemployment compensation, benefits and any other liability or responsibility of an employer with respect to the law enforcement officers that is assigns to the District pursuant to the Memorandum of Understanding.

VIII. Crisis Planning

The Board, the City of Oxford Division of Police, and any other law enforcement agencies partnering with the Board will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans.

Lock down drills shall be included as part of the District's preparedness plan. The City of Oxford Division of Police shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the District.

IX. Reviewing the MOU and SRO Program

The assigned parties may review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

SO AGREED:

Talawanda City School District Board of Education

Pat Meade, Board President	Date
-----------------------------------	-------------

Shaunna Tafelski, Treasurer	Date
------------------------------------	-------------

Dr. Edward Theroux, Superintendent	Date
---	-------------

City of Oxford

Douglas R. Elliott, Jr., City Manager	Date
--	-------------

John A. Jones, Police Chief	Date
------------------------------------	-------------



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	8/7/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	An Ordinance approving the final subdivision application and Record Plat for Heron Pond with Conditions. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing for All
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	SP

DISCUSSION:

Proposal Summary:

The request at hand pertains to the latest “alternate” vision for subdividing a 4.5-acre parcel located on Kehr Road, immediately east of the Cobblestone Community Church campus and north of the existing South Farm subdivision. The original vision comprised a total of 15 dwelling units arranged along a new dedicated private street, and was reviewed and approved by City authorities circa 2021; however, the developer has decided not to move forward with that particular vision. In working toward the original vision, the applicant/developer acquired the land from the Church in September 2021.

The most recent vision – which achieved Preliminary approval from City Council in March – seeks to subdivide the site into a total of 9 parcels, 8 of which will support the construction of new single-family homes. Of the 8 total single-family lots, 4 will have individual driveway access from the north side of Roberts Drive, and the other 4 are to be accessed via 2 paired driveway cuts off Kehr Road. The remaining parcel will be reserved for the existing Cobblestone access drive, and per a condition agreed to at the Preliminary stage, must be transferred over to the Church prior to staff approving the first residential Building Permit. In consultation with USPS and others, staff has assigned address numbers for the future dwellings; these can be seen in a “pending” status on the City’s interactive **Address & Property Viewer** accessed from the GIS webpage at cityofoxford.org/gis.

The purpose of the Final Subdivision application now in process is to consider a Record Plat for approval. A Record Plat is a legal instrument which officially subdivides new parcel boundaries and establishes necessary right-of-way and easements to support development. In the case of Heron Pond, although no new streets are being created, easements will still be needed for access, drainage, and utility purposes, and additional right-of-way width is to be dedicated along existing public thoroughfares consistent with the 2020 Oxford Transportation Plans.

Background:

The Heron Pond project has thus far garnered the following approvals:

- Preliminary Subdivision – approved by Council on March 21, 2023 by Ord. No. 3717
- Construction Drawings – latest set approved administratively as of July 25, 2023

Discussion and Recommendation:

City staff has reviewed the proposed Record Plat instrument and believes it satisfies all prior design-related approval conditions inherent to the previous Preliminary approval. Additional steps will still need to be satisfied administratively prior to the signing of the plat instrument itself by City officials, including: (1) approval of infrastructure bond estimates by the Service Department; (2) payment of review fees & capacity benefit charges; and (3) posting of bonds or other acceptable form of financial security for public & private improvements and landscaping.

In keeping with Section 203 of the Oxford Subdivision Regulations, staff recommends the subject application be **approved** subject to the following conditions:

1. The Final Subdivision shall be valid for 1 year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this 1 year time period.
2. As necessary, the applicant shall update and/or re-file Construction Drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee construction of the improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

ORDINANCE NO.

AN ORDINANCE APPROVING THE FINAL SUBDIVISION APPLICATION AND RECORD PLAT FOR HERON POND WITH CONDITIONS.

WHEREAS, in accordance with Oxford Codified Ordinance Section 1101.203, the City of Oxford's Community Development Department received the Final Subdivision Application and Final/Record Plat for Heron Pond (Exhibit "A") consisting of 4.572 acres on June 21, 2023; and

WHEREAS, the Community Development Department, in coordination with the Service Department, has reviewed the proposed Record Plat instrument in correspondence to the Preliminary Plat approved on March 21, 2023 by Ordinance No. 3717; and

WHEREAS, the Community Development Department finds that the Final Plat meets the requirements of Oxford Codified Ordinance Section 1101.203 and further finds that the Final Plat substantially corresponds to the approved Preliminary Plat; and

WHEREAS, the City Manager and the Community Development Director recommend Council approve the Final Subdivision Application and Record Plat for Heron Pond attached hereto as Exhibit "A" with the following conditions:

1. The Final Subdivision shall be valid for one year from the City Council Ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this one year time-period.
2. As necessary, the applicant shall update and/or re-file construction drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee the construction of the public improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Community Development Director and further approves the Final Subdivision Application and Record Plat for Heron Pond consisting of 4.572 acres with the conditions set forth above.

SECTION 2: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

**Internal Use Only:**

Case No.

PC-2023-06

Date Filed

6/21/2023

Final Subdivision Application

Applicant Information

Attach a Letter of Agency if the Applicant is not the property owner.

Name * HPCT Properties Inc

Mailing Address * 5282 Booth Road

City, State & Zip Code * Liberty, IN 47353

Telephone Number(s) * 765-580-0378

Email Address shanebcoffman@aol.com

Engineer/Surveyor Information

Name * Bayer Becker

Mailing Address * 110 S. College Avenue

City, State & Zip Code * Oxford, OH 45056

Telephone Number(s) * 513-336-660

Email Address johnbayer@bayerbecker.com

Location and Lot Information

Name of Subdivision * Heron Pond

Location of Property * 4147 Kehr Road, Oxford, Ohio 45056

Legal Description * H4100-00-137-000-039 & 040

Date of Planning Commission Preliminary Approval * 3/21/2023

Number of Lots * 9

Zoning District * R1-B

Total Area * 4.572 Acres

Requirements and Documentation

Plat

Fifteen (15) copies of the plat on bond. Drawing size must be at least 18x24" and should never exceed 24x36." The plat must be prepared in accordance with Chapter 1101, Subdivision Regulations and Chapters 1121-1137, Zoning Code of the City of Oxford¹. Scale should not exceed 1" = 100.' Plats containing less than three lots are exempted from the provisions of this section. The following information must appear on the plat:

- A. Boundary lines of the area being subdivided with accurate distances and bearings. Each section which is presented for final plat approval must have all of the required improvements extended to the property lines where necessary in order that future final plat sections may connect with them to maintain the continuity of the approved preliminary plan.
- B. A statement dedicating all proposed streets and alleys with their widths and names.

- C. The accurate outline of any portions of the property to be dedicated or granted for public use.
- D. The lines of adjoining streets and alleys with their widths and names.
- E. All lot lines together with an identification system for all lots and blocks. Lot numbers shall be secured from the County Auditor.
- F. The locations of all building lines and easements provided for public use, services or utilities.
- G. All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements and any other areas for public or private use. Linear dimensions are to be given to the nearest one hundredth of a foot.
- H. The radii, arcs, lengths, points of tangency and central angles for all curvilinear streets and the radii and lengths for rounded corners.
- I. The location of all survey monuments and benchmarks together with their descriptions. There shall be a minimum of four permanent markers in each subdivision section located at or near the outer corner.
- J. The name of the subdivision, the scale of the plat, points of the compass and name of owner or owners and subdivider if other than the owner and name of the surveyor and engineer preparing the plat.
- K. The certificate of the surveyor attesting to the accuracy of the survey and to the correct locations of all monuments shown.
- L. Any private restrictions and trusteeships and their duration. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable, thus necessitating the preparation of a separate instrument, reference to such instrument shall be made on the plat.
- M. Acknowledgement by the owner or owners of the plat restrictions.
- N. One tracing cloth or comparable material of the approved final plat, for the City records.
- O. The names and record owners of all adjoining subdivisions and the names of recorded owners of adjoining parcels of un-subdivided land.
- P. A receipt showing that all legally due taxes have been paid.
- Q. North arrow, scale and date.
- R. The location of all present property lines, streets, alleys, rights-of-way, buildings, easements, lakes, watercourses, and drainage ways.
- S. Any existing water mains, culverts, water or sewer lines, easements, buildings and streets, within the tract or immediately adjacent thereto.
- T. Size of the tract in acres and lots in square feet and the boundary lines along with the linear measurement thereof.
- U. The proposed location and width of streets, alleys lots and easements.
- V. The seal, registry number and signature of the public surveyor who prepared the plat.
- W. Any portion of the floodplain as delineated by the Butler County Flood Insurance Rate Maps (FIRM), effective December 17, 2010, must be clearly illustrated and labeled on the plat.

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The [Butler County Auditor Real Estate Search](#)² is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

Fees & Receipt

The required fee for final plan is \$595.00 plus \$10.00 per lot, plus \$10.00 postage charge.

Sign and Date

Applicant Signature *


Shane Coffman (Jun 20, 2023 22:22 EDT)

Date *

6/20/2023

Submit Application, Plans and Documentation, and Fees

We will not accept incomplete applications and/or plans and documentation.

Send or drop off this application with required copies of the plat containing all required information as attachments and a check for fees and postage charge made payable to **City of Oxford**, to Community Development Director, 15 S. College Ave., Oxford, OH 45056.

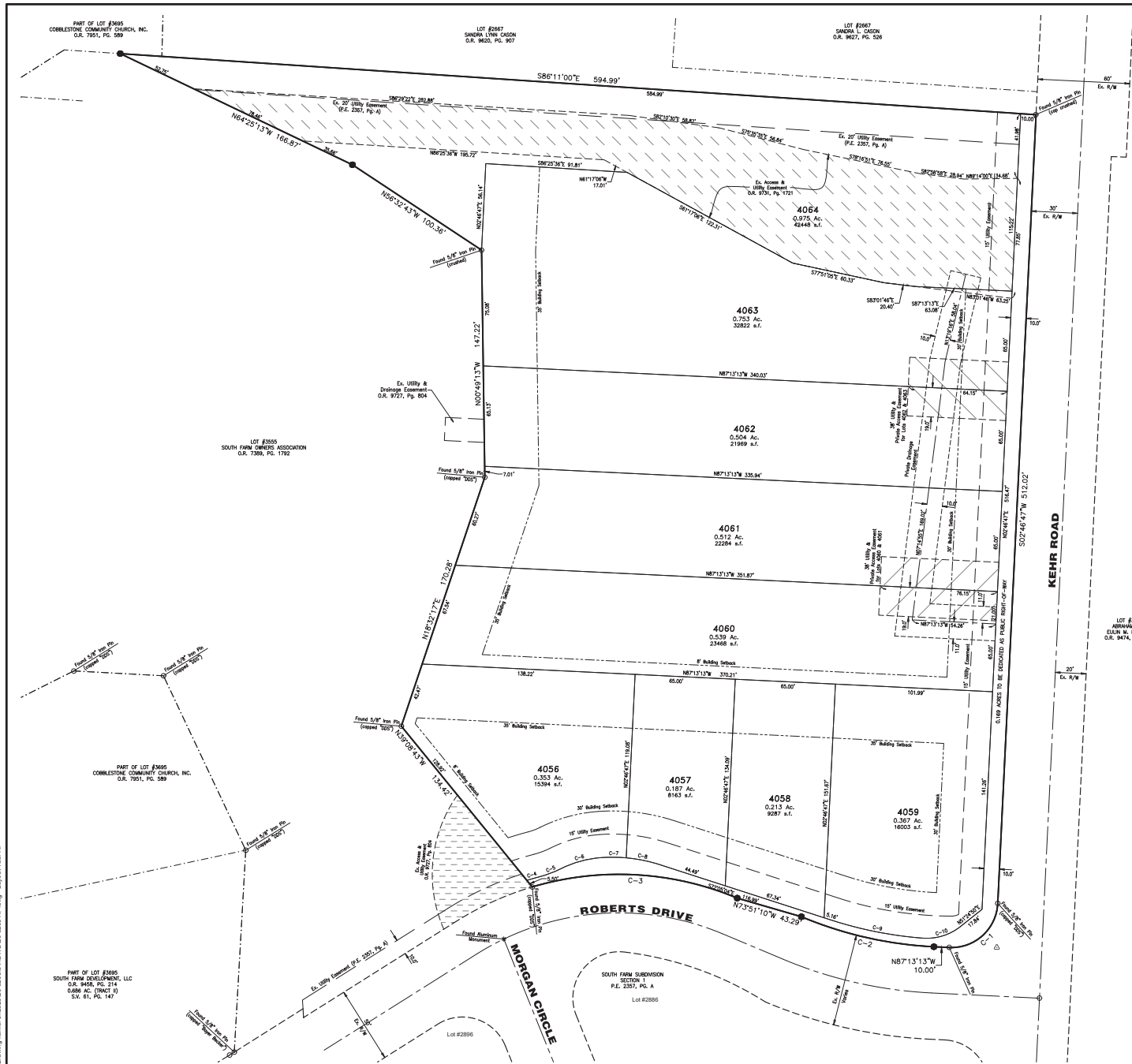
Direct questions to the Community Development Department at (513) 524-5204. The application will be placed on the next possible agenda.

Notes

- You must adhere to notification and publication requirements.
- Submit materials 14 days prior to the Planning Commission meeting on which the action is requested.
- City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s).**
- Per Planning and Zoning Code 1101.203(H)¹, after final recording at the Butler County Recorder's Office, the applicant shall furnish a proof of such recording for filing to the Community Development Department prior to the issuance of any construction permits for site preparation.

¹ City of Oxford Codified Ordinances: <http://www.cityofoxford.org/fees-ordinances-and-charter>

² Butler County Auditor Real Estate Search: <http://www.butlercountyauditor.org/>



CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	90°00'54"	30.00'	47.13'	S47°46'21"W 42.43'
C-2	20°00'00"	253.56'	88.51'	N77°13'13"W 88.06'
C-3	39°18'06"	197.89'	135.74'	N86°52'16"W 133.10'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-4	23°53'	200.00'	8.60'	N7°09'09"E 8.60'
C-5	11°59'15"	70.00'	14.65'	N6°22'28"E 14.62'
C-6	22°27'30"	70.00'	27.44'	N7°34'36"E 27.29'
C-7	9°18'09"	100.00'	16.18'	S8°31'35"E 16.19'
C-8	12°48'21"	100.00'	22.35'	S7°29'18"E 22.31'
C-9	13°52'29"	255.00'	86.30'	S7°51'37"E 86.19'
C-10	42°57'09"	30.00'	36.24'	N7°53'52"E 35.80'

- LEGEND**
- Found 5/8" Iron Pin (cap on note)
 - Found Monument (cap on note)
 - Found MAG Nail
 - Set MAG Spike
 - Set 1" diameter x 30" Long Iron Pin Capped "Boyer Becker"
 - 1/4" = 10' Scale of Map
 - 30' Utility & Private Access Easement to Lots 4060 & 4061
 - 30' Utility & Private Access Easement to Lots 4062 & 4063
 - Access & Utility Easement (By Separate Deed)
 - Ex. Access & Utility Easement (By Separate Deed)

TOTAL ACRES

ORIGINAL LOT #3555: 4.403 AC.
LOTS: 0.169 AC.
RIGHT-OF-WAY: 0.169 AC.
TOTAL SUBDIVISION: 4.272 AC.

- NOTES:**
1. BASIS OF BEARINGS: OFFICIAL RECORD 7389, PAGE 1791
 2. PRIOR DEED REFERENCES: OFFICIAL RECORD 9717, PAGE 1928
 3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 4. LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT.
 5. ALL DOCUMENTS USED AS SHOWN.
 6. LOT 4059 SHALL ONLY HAVE DRIVEWAY ACCESS FROM ROBERTS DRIVE. LOTS 4060-4061 AND 4062-4063 SHALL ONLY ACCESS KEHR ROAD THROUGH THEIR UTILITY & PRIVATE ACCESS EASEMENTS AS SHOWN.
 7. LOT 9 IS A NON-BUILDABLE LOT.
 8. REFERENCES: PLAT ENVELOPE 2357, PAGE A
OFFICIAL RECORD 7389, PAGE 1791
OFFICIAL RECORD 7389, PAGE 1551
SURVEY VOLUME 45, PAGE 159
SURVEY VOLUME 61, PAGE 147
DEEDS OF RECORD AS SHOWN

Boyer Becker
110 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.225.1270

Official Record 7389, Page 1791

Scale: 1" = 30'

Entire Lot #3555
Lands of the
City of Oxford
Butler County, Ohio

Record Plat

20-0205 RP

PAH

JOL

06-20-23

2/2



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	8/9/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	An Ordinance amending the Future Land Use Map of the Oxford Tomorrow Comprehensive Plan from "Preserves and Green Space" to "Employment Corridor.," for one parcel of land, totaling 4.67 acres, known as Merry Day Park, Located at 55 Reagh's Way, in the City of Oxford, Ohio. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing for All
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Deny
CITY MANAGER/DEPT HEAD APPROVAL:	SP

DISCUSSION:

On June 20, 2023, City Council passed a resolution directing staff to expedite a zoning map amendment for the Merry Day Park property. The resolution was in response to the City's contracted housing consultant, Neighborhood Housing Services, recommending partnering with St. Mary's Development Corporation in pursuing outside funding to develop an affordable housing project.

At the time, the prospect of funding through the Ohio Housing Finance Agency (OHFA) looked promising. Additionally, the Merry Day Park property is owned by the City and scored well for funding due to proximity to retail, services and employment. Since the time of the June 20 resolution, staff have learned that the scoring criteria have been revised by OHFA; therefore, Oxford will not be a candidate in 2023. However, Oxford could be a candidate in 2024. Having the land use and zoning established would save time in the future, as the lead times for funding and scoring applications are typically weeks, not months.

Relying on the Future Land Use Map is a new process required by the 2023 Comprehensive Plan. At the

time of Comp Plan adoption in January, there had not been any discussion of a potential housing project. However, a potential partnership for constructing a new facility by the Talawanda Oxford Pantry and Social Services (TOPSS) was discussed in 2019 for this property, but never moved forward to construction. If the FLUM is amended, a zoning map amendment to a district that allows multi-family development would be more likely to happen. The current zoning district does not allow multi-family development. Changing the future land use or the zoning does not mean that a multi-family development will happen or that the park will go away. The City controls the land because of ownership. The details of development can be controlled through lease terms.

Planning Commission heard testimony on August 8, 2023 from several residents of the area. Residents expressed concern about the potential loss of park land for this part of the community. A member of the family representing the original land donor, spoke. Staff displayed a conceptual site plan from St. Mary's Development Corporation that illustrated both housing and park sharing the property.

The Commission discussed the pros and cons of the change and ultimately decided by a vote of 5-1 to recommend denial of the Future Land Use Map Amendment to City Council.

Based on the Planning Commission recommendation, staff recommends denial of the amendment. However, the ordinance has been drafted for approval by City Council, so that it can be either approved or denied, as Council wishes. If it is adopted with a yes vote, the Future Land Use Map will be amended. If it is not adopted, there will be no change to the Future Land Use Map.

ORDINANCE NO.

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE OXFORD TOMORROW COMPREHENSIVE PLAN, FROM “PRESERVES AND GREEN SPACE” TO “EMPLOYMENT CORRIDOR”, FOR ONE PARCEL OF LAND, TOTALLING 4.67 ACRES, KNOWN AS MERRY DAY PARK, LOCATED AT 55 REAGH’S WAY, IN THE CITY OF OXFORD, OHIO.

WHEREAS, On January 17, 2023, Council adopted the Oxford Tomorrow Comprehensive Plan. The Land Use & Development Chapter included a Future Land Use Map (FLUM) on pages 50-51.

WHEREAS, Per page 43 of the Plan, the FLUM provides City Council, boards, commissions, and staff with strong guidance when considering development proposals, annexation requests, rezonings, and infrastructure investments.

WHEREAS, Per page 136 of the approved plan, Minor Plan Amendments can be made. Changes to the FLUM may be considered Minor and shall be made by Ordinance after recommendation from the Planning Commission.

WHEREAS, The subject property is currently designated “Preserves and Green Space” on the Future Land Use Map.

WHEREAS, Planning Commission and held a hearing on August 8, 2023 to consider the amendment. The Commission voted 5-1 to recommend denial of the amendment to City Council.

WHEREAS, Based on the Planning Commission hearing, The City Manager and Community Development Director recommend that the “Preserves and Green Space” designation be retained and that no change be made to the Future Land Use Map of the Comprehensive Plan.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Council does not accept the recommendation of the City Manager and Community Development Director to retain the “Preserves and Green Space” designation on the Future Land Use Map.

SECTION 2: Council amends the Future Land Use Map of the Comprehensive Plan from “Preserves and Green Space” to “Employment Corridor” for 4.67 Acres of land, known as Merry Day Park, located at 55 Reagh’s Way.

SECTION 3: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

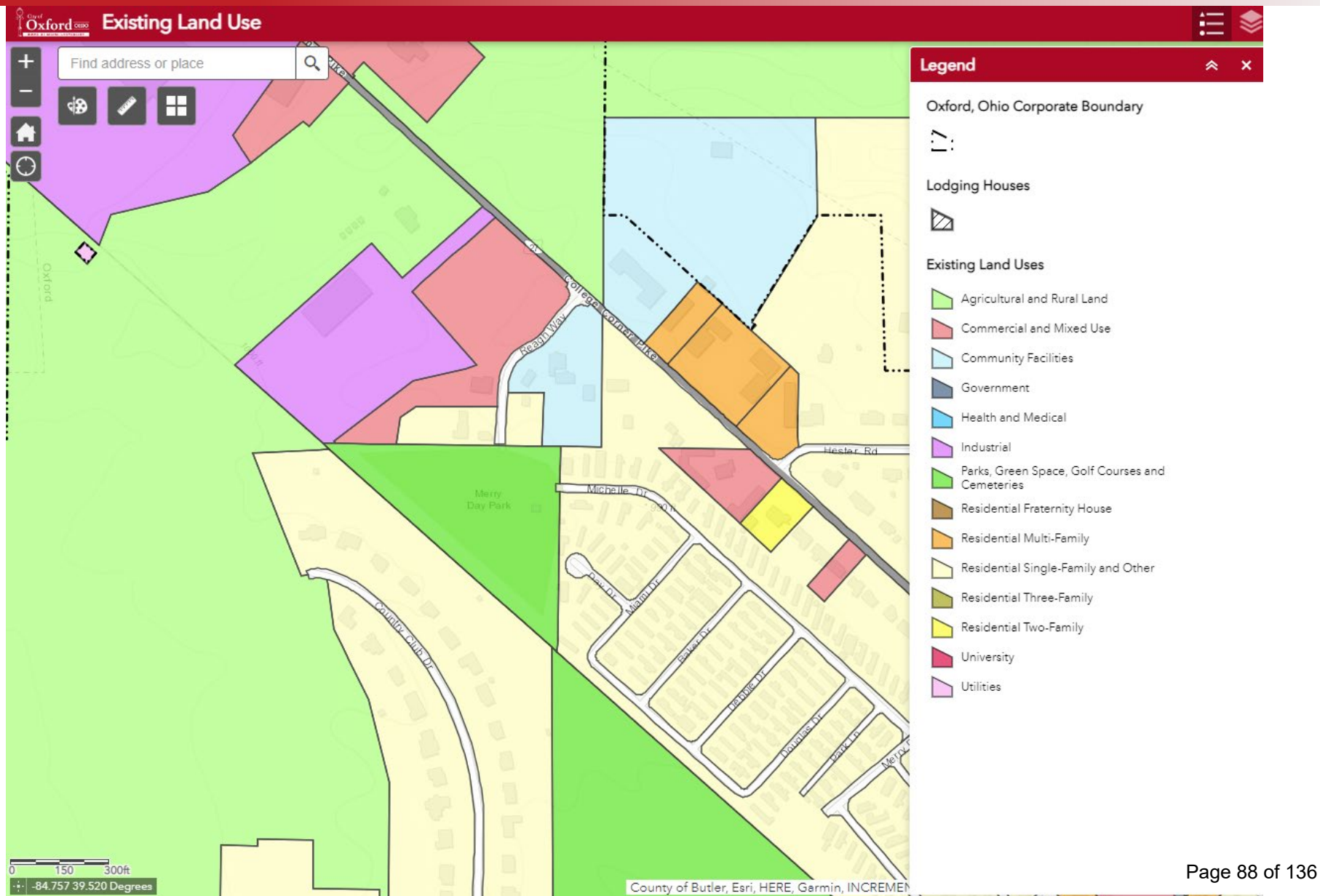
ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW(STAFF)

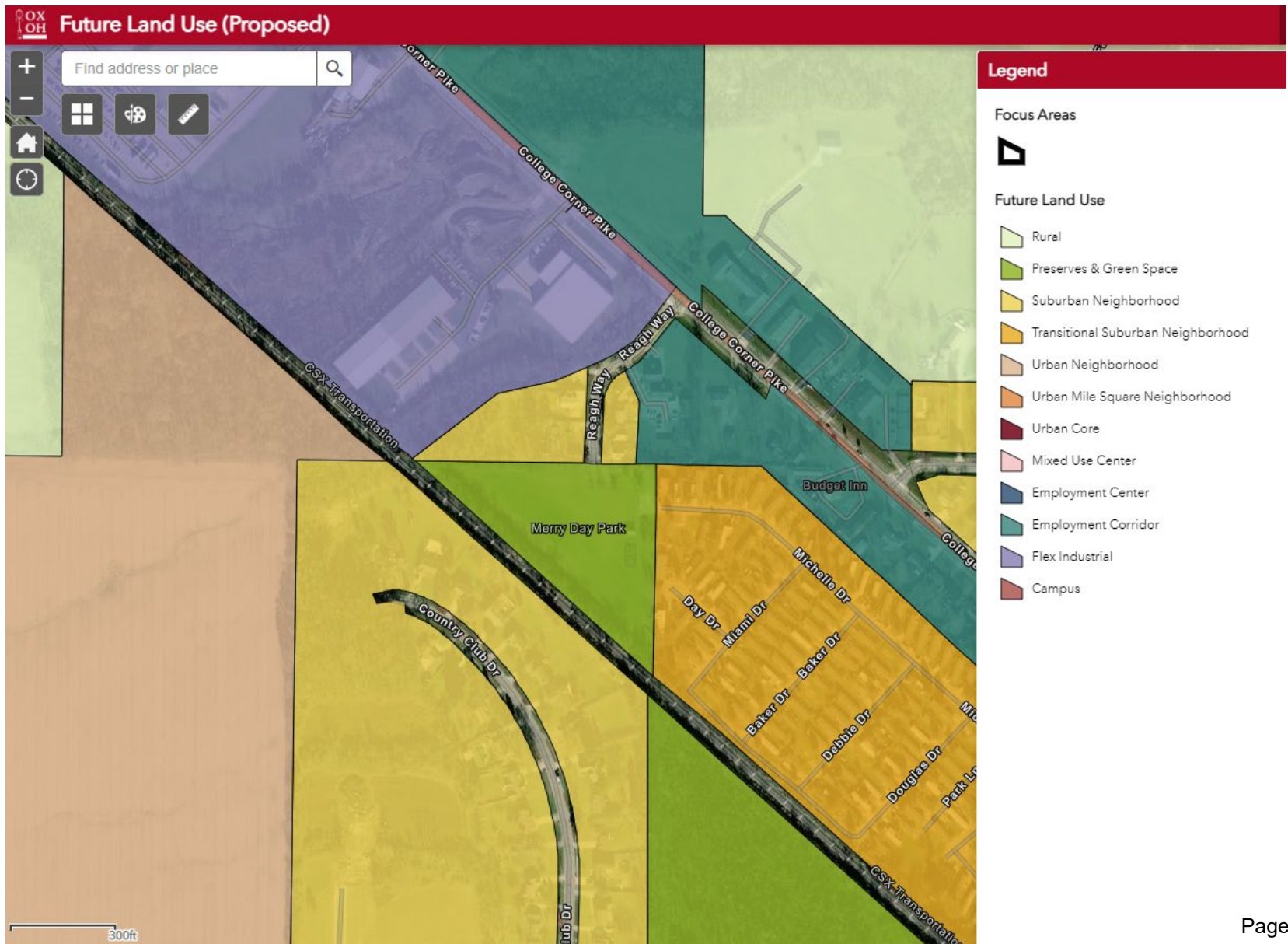
Current Zoning



Existing Land Use



Comprehensive Plan (2023) – Future Land Use





MEMORANDUM
Community Development Department
513-524-5204

TO: Planning Commission

FROM: Sam Perry, AICP
Director

DATE: August 3, 2023

MEETING DATE: August 8, 2023

RE: Future Land Use Map Amendment
Merry Day Park
4.67 Acres

**Amending the 2023 Comprehensive Plan Future Land Use
Map Designation of “Preserves and Green Space” to
“Employment Corridor”**

55 Reagh’s Way – Parcel ID H4000022000011

Background

On June 20, 2023, City Council passed a resolution directing staff to expedite a zoning map amendment for the Merry Day Park property. The purpose is to facilitate a potential funding opportunity for an affordable housing project by St. Mary’s Development. In order to apply for the funding, St. Mary’s would need to demonstrate to the Ohio Housing Finance Agency that there is appropriate zoning in place for the project. The funding application deadline is September 15, 2023. Staff submitted a zoning map amendment request on behalf of the City of Oxford. However, in order for a zoning map amendment to be supported, the Planning Commission and City Council should first look to the Comprehensive Plan.

New Land Use Amendment Process

Ideally, amendments to the plan are done pro-actively to respond to changing community needs. However, it is not always possible to know about a potential development project. A Future Land Use Map (FLUM) Amendment does add another step to a development process, which increases overall time but the benefit is that the considerations for the decision are separated from the specifics of the development and are instead focused on the community’s overall needs.

The newly adopted 2023 Comprehensive Plan includes a detailed Future Land Use section within the Land Use and Development Chapter. The previous 2008 plan did not provide specific land use recommendations for changes. Page 136 of the 2023 plan outlines the types of amendments to the Comprehensive Plan. It specifically states that a change to the Future Land Use Map shall be done by recommendation of the Planning Commission to City Council. City Council shall adopt an Ordinance. Since this amendment is associated with the first Zoning Map amendment following the adoption of the 2023 Comprehensive Plan, it is recommended by staff, to begin accepting this process as the new standard moving forward.

“Preserves and Green Space” vs “Employment Corridor”

The Merry Day Park property is currently zoned General Business with a Future Land Use Designation of “Preserves and Green Space.” If the designation is not changed, then the Commission would likely not recommend the associated Zoning Map amendment to City Council. At the time of plan adoption there was no knowledge of a potential new housing project in this location. City Council only knew that it was looking at all options citywide for increasing the supply of affordable housing. Council also knew that city-owned lands tended to be the most viable for outside funding because of site control. Time and time again, the City is learning that having site control and proper zoning are the keys to moving forward with affordable housing projects.

The adopted 2023 plan includes goals, objectives and actions for parks, housing, mobility, health and job creation. No one goal, objective or action is more important than another. When faced with multiple potential objectives for a given piece of property, decision makers should discuss the pros and cons of each as it applies to the circumstances at the time of potential amendment. The Commission and Council can also choose not to make an amendment. Listed below are related Goals, Objectives and Actions within the plan summary matrix in the Implementation Chapter of the plan.

For example, the stated goal in the Culture and Recreation Chapter is: “Celebration of the People and Places that Make Oxford Unique.” All three objectives within the chapter could support no changes or very limited changes to the FLUM for this area. These are R1: Maintain and improve existing parks, recreation, and cultural facilities and programs. R2: Improve access to parks, recreation, and cultural facilities and programs. R3: Promote parks, arts, and culture throughout the community. Action R1-A1 states: Create and implement a new Parks and Recreation Master Plan. Action R1-A4 states: Improve or modify existing playgrounds to be more inclusive. Action R2-A1 states: Promote acquisition of open space areas for either recreational or preservation purposes. Action R2-A6 states: Construct a new dog park to meet the demands of the community. Action R3-A1 states: Promote Oxford’s parks and green spaces for residents and visitors to experience. Action C1-A1 states: Support events that promote culture, health, wellness, and active living. Action S4-A2 states: Expand the city’s urban tree canopy by supporting tree planting and urban forestry programs. Action M1-A6 states: Analyze public transit access and transportation costs for car dependent neighborhoods, with an emphasis on serving populations most in need. Action M3-A2 states: Expand the Oxford Area Trails system by completing the perimeter loop and

linking to neighborhoods and commercial areas. The overarching goal of the Housing Chapter of the plan is: Housing Opportunities for Everyone. Action H1-A4 states: Leverage land and other tangible assets to address housing supply gaps by boosting inventory. Action H2-A1 states: Activate a non-profit entity devoted to expanding attainable housing opportunities. Action H2-A4 states: Explore ways to incentivize the creation and maintenance of housing types and arrangements that fulfill community needs. Objective H3 states: Protect existing naturally occurring affordable housing (NOAH). Action H3-A1 states: Identify existing NOAH areas and developments. Action H3-A2 states: Promote retention of existing NOAH developments where conditions are safe for occupancy. Action H3-A3 states: Evaluate the impacts of land use decisions on existing NOAH.

In looking at the 12 Land Use Character Types on pages 44-49 of the plan, it is noted that “Preserves and Greenspace” does not list any type of housing development as a primary or secondary use. This means that re-zoning to a residential district such as R-4 would not be supported by the existing plan. When looking at the secondary uses within the “Employment Corridor” designation, multi-family residential is listed as a secondary use. If the Commission found that some additional multi-family residential use was needed in this area, it could recommend a change to Employment Corridor. There is a substantial amount of this same designation along College Corner Pike. The only other land use character that would also have multi-family residential as a secondary use that is already nearby, would be “Flex Industrial.” The adjacent manufactured home park is designated “Transitional Suburban” because of the detached nature of the homes. Multi-family is not listed as a primary or secondary use within the “Transitional Suburban” designation.

Two Designations?

Given that the discussion could lead to a comparison of competing needs of green space and housing, it may be asked if two designations could be assigned to this parcel. While it is possible, that is typically not done at the scale of a citywide land use map. That is typically handled at the site development stage or through some other means of agreement or contract during a development phase. The Future Land Use Map is a recommendation, not a binding requirement or restriction on a property. The Zoning map, Zoning Code and Development Regulations are what makes up the regulations that applicable to a development. The 12 Land Use Character designations intentionally have overlapping land uses, so that abutting land uses can hopefully be blended by appropriate site design.

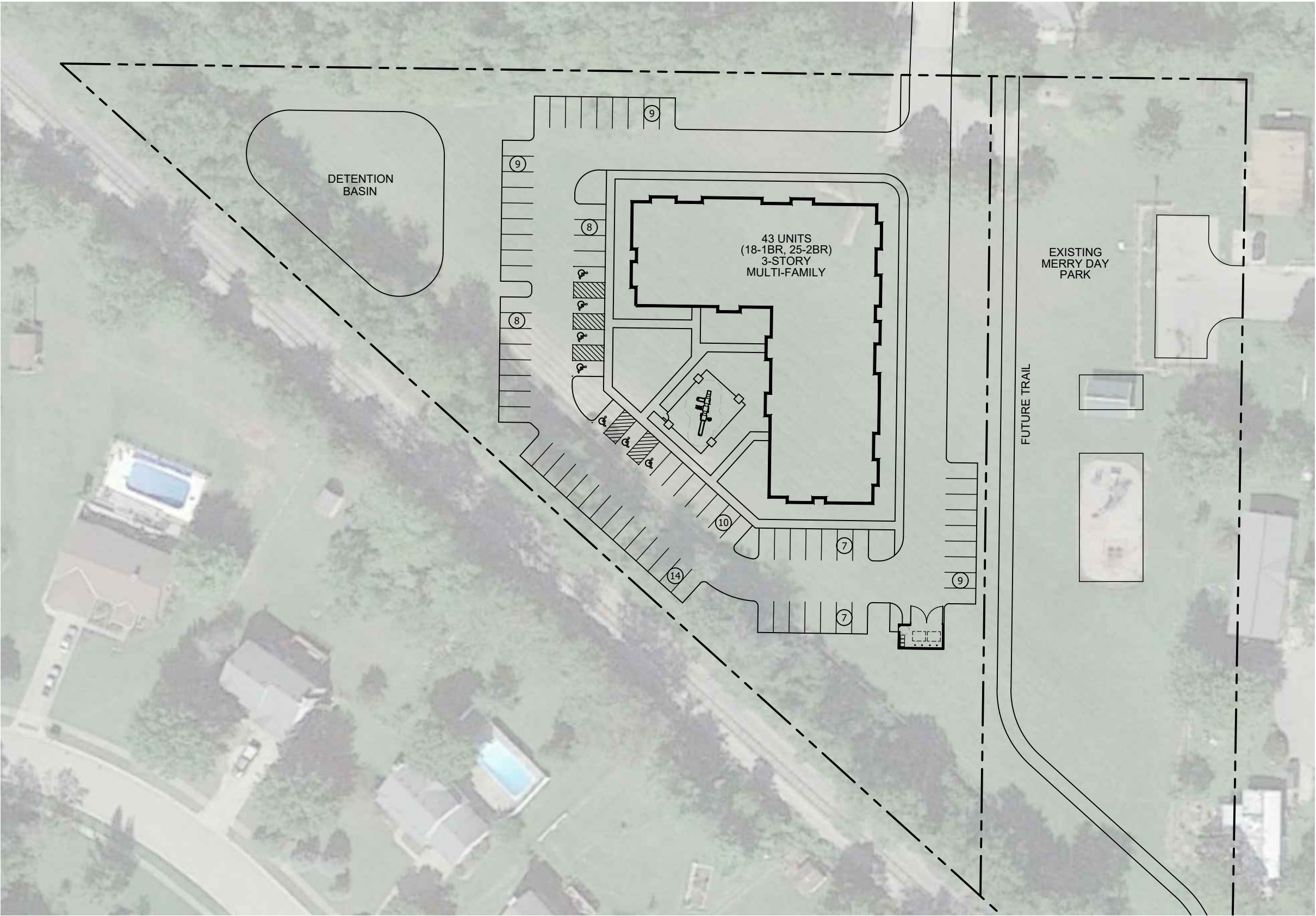
St. Mary’s Housing Development has drafted an example site plan that shows that it may be possible to retain and improve an existing park, construct new multi-family housing and allow a connecting trail to pass through the property.

It should also be noted that another recommended action of the plan is to re-write the Zoning Code. This could mean that the GB and R-4 zoning districts may cease to exist in the future, as we currently know them. This is why it is important to keep the plan and FLUM updated to reflect the

community's needs, so that when the time comes for a development or zoning map amendment, some of the weighing of demands has already occurred.

Conclusion and Recommendation

Since this is the first FLUM amendment request since the adoption of the 2023 plan, staff does not have a recommendation. Staff will assist the Commission in formulating a Council recommendation and associated vote so that a potential ordinance can eventually be considered by Council. Staff have received four written comments pertaining to the Zoning Map amendment which could be considered in opposition also to the FLUM amendment, since the two are interrelated. A separate vote should be taken prior to the consideration of the zoning map amendment, so that both can be sent on to City Council.



PROPOSED UNIT MIX:	
1 BEDROOM / 1 BATH - 18 UNITS (2 ADA / 1 S&H)	
2 BEDROOM / 1 BATH - 25 UNITS (3 ADA / 1 S&H)	
TOTAL - 43 UNITS	
BUILDING BREAK-DOWN:	
3-STORY ELEVATOR - MULTI-FAMILY HOUSING	
46,566 S.F.	
SITE INFO:	
PARKING	- PROVIDED PARKING = 81
SITE AREA	- 4.68 ACRES

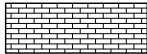
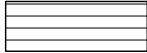
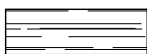
SITE PLAN KEY	
#	NUMBERS OF PARKING SPACES IN BAY
	ACCESSIBLE PARKING SPACE

NOTE: DETENTION BASIN WILL BE CLEARLY MARKED WITH 'NO TRESPASSING' SIGNS.

site plan

1" = 60'-0"

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

EXTERIOR FINISH LEGEND	
	HATCHING INDICATES NEW MODULAR FACE BRICK (BR-1)
	HATCHING INDICATES NEW LAP STYLE VINYL SIDING (VS-1)
	HATCHING INDICATES NEW SHAKE STYLE VINYL SIDING (VS-2)
	HATCH INDICATES NEW 30 YEAR ARCHITECTURAL SHINGLES

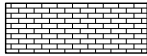
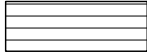
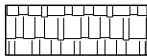
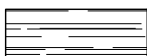


south elevation
1/16" = 1'-0"



east elevation
1/16" = 1'-0"

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

EXTERIOR FINISH LEGEND	
	HATCHING INDICATES NEW MODULAR FACE BRICK (BR-1)
	HATCHING INDICATES NEW LAP STYLE VINYL SIDING (VS-1)
	HATCHING INDICATES NEW SHAKE STYLE VINYL SIDING (VS-2)
	HATCH INDICATES NEW 30 YEAR ARCHITECTURAL SHINGLES



north elevation

1/16" = 1'-0"



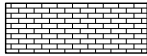
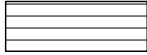
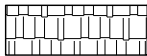
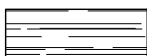
west elevation

1/16" = 1'-0"



MERRY DAY LOFTS
oxford, ohio

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

EXTERIOR FINISH LEGEND	
	HATCHING INDICATES NEW MODULAR FACE BRICK (BR-1)
	HATCHING INDICATES NEW LAP STYLE VINYL SIDING (VS-1)
	HATCHING INDICATES NEW SHAKE STYLE VINYL SIDING (VS-2)
	HATCH INDICATES NEW 30 YEAR ARCHITECTURAL SHINGLES



inward elevation

1/16" = 1'-0"



inward elevation

1/16" = 1'-0"



MERRY DAY LOFTS
oxford, ohio

08.01.23
building elevations | 04



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	8/9/2023
COUNCIL MEETING DATE:	August 15, 2023
AGENDA TITLE:	An Ordinance amending the Official Zoning Map of the City of Oxford, Ohio for 4.67 Acres of land known as Merry Day Park located at 55 Reagh's Way from General Business (GB) District to R-4 Multi-Family (R-4) District. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing for All
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Deny
CITY MANAGER/DEPT HEAD APPROVAL:	SP

DISCUSSION:

This item is paired with the Future Land Use Map (FLUM) Amendment request regarding Merry Day Park, located at 55 Reagh's Way. If the FLUM is approved by Council, a zoning map amendment could potentially be supported by the Comprehensive Plan. Comprehensive Plan support is one of the four decision criteria. Only one of four is required for approval. The current zoning is General Business District which is not supported by the Plan designation of "Preserves and Green Space". However, if the FLUM is changed, a Multi-Family District could be supported because multi-family is a secondary use in the "Employment Corridor" FLUM designation.

The Planning Commission held a hearing on August 8, 2023 and voted 6-0 to recommend that Council not amend the Official Zoning Map from GB to R-4 for this property.

Based on the Planning Commission recommendation of August 8, 2023, staff recommends denial of the amendment. However, the ordinance has been drafted for approval by City Council, so that it can be either approved or denied, as Council wishes. If it is adopted with a yes vote, the Official Zoning Map will be amended from General Business to R-4 Multi-Family Residential. If it is not adopted, there will be no change to the Official Zoning Map. Council will need to follow the decision

standards in Oxford Code of Ordinances Chapter 1135, by citing new findings of fact, if they differ from the Planning Commission's findings. Below are the zoning map amendment decision standards.

1135.02 (c)(1) Decision standards. A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls.

- A. There is an error on the Official Zoning Map or in the delineations between districts thereon.
- B. The proposed amendment will make the map conform more closely with the Comprehensive Plan.
- C. There has been a substantial change in area conditions that necessitates the amendment.
- D. There is a legitimate need for additional land area in the zoning district that will be expanded.

Per Oxford Code of Ordinances Chapter 1135, a re-application of a substantially similar map amendment must wait for at least one year. There are some exceptions.

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OXFORD OHIO FOR 4.67 ACRES OF LAND KNOWN AS MERRY DAY PARK LOCATED AT 55 REAGH'S WAY FROM GENERAL BUSINESS (GB) DISTRICT TO R-4 MULTI-FAMILY RESIDENTIAL (R-4) DISTRICT.

WHEREAS, in accordance with Section 1135 of the Codified Ordinances of the City of Oxford, the Oxford Planning Commission held a public hearing on August 8, 2023, on the application of Sam Perry, Community Development Director for a Zoning Map Amendment for 4.67 acres of land located at 55 Reagh's Way, Oxford, Ohio, rezoning the property from General Business (GB) District to R-4 Multi-Family Residential (R-4) District; and

WHEREAS, the Oxford Planning Commission, after due deliberation, recommended denial of the Zoning Map Amendment, and found that the request does not comply with the Decision Standards of Oxford Codified Ordinance Chapter 1135.

WHEREAS, Planning Commission held a hearing on August 8, 2023 to consider the amendment. The Commission voted 6-0 to recommend denial of the zoning map amendment to City Council, thus keeping the General Business Zoning District in place.

WHEREAS, Based on the Planning Commission recommendation, The City Manager and Community Development Director also recommend that the General Business (GB) Zoning District remain in place.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Council does not accept the recommendation of the City Manager and Community Development Director to retain the current General Business (GB) Zoning District designation of Merry Day Park on the Official Zoning Map of the City of Oxford, Ohio.

SECTION 2: Council amends the Official Zoning Map of the City of Oxford, Ohio from General Business to R-4 Multi-Family Residential, for 4.67 Acres, located at 55 Reagh's Way.

SECTION 3: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW(STAFF)



MEMORANDUM
Community Development Department
513-524-5204

TO: Planning Commission

FROM: Sam Perry, AICP
Director

DATE: August 3, 2023

MEETING DATE: August 8, 2023

RE: Zoning Map Amendment
Merry Day Park
4.67 Acres

**Amending the Official Zoning Map from “General Business”
to “R-4 Multi-Family Residential”**

55 Reagh’s Way – Parcel ID H4000022000011

Background

On June 20, 2023, City Council passed a resolution directing staff to expedite a zoning map amendment for the Merry Day Park property. The purpose is to facilitate a potential funding opportunity for an affordable housing project by St. Mary’s Development. In order to apply for the funding, St. Mary’s would need to demonstrate to the Ohio Housing Finance Agency that there is appropriate zoning in place for the project. The funding application deadline is September 15, 2023. St. Mary’s estimates that 43-50 dwelling units could be developed, while also preserving some public park land and a connector trail/path. Staff submitted a zoning map amendment request on behalf of the City of Oxford. The Commission now should look to the 2023 Comprehensive Plan, Future Land Use Map (FLUM) and Zoning Map amendment decision criteria.

Public Notice and Comments

Written comments have been received from Jacob Young, Steven Smith, Tom Thompson and Andor Kiss. Jacob Young also provided a 10 slide presentation which is included in this packet because time may not allow for a lengthy presentation from a citizen. City staff have placed a notification sign on the property and legal notice published in the newspaper. One phone call has

S:\shared\Planning Commission\2023\PC-2023-08 - 55 Reaghs Way, Zoning Map Amendment, City of Oxford\55 Reaghs Way zoning map amendment memo.docx

been received from a resident of the Miami Manufactured Home Park, in response to a notice placed on a door within the mobile home park, from Country Club Drive resident, Doug Brooks.

General Business to R-4 Multi-Family Residential

Staff is unsure of the history of the rationale for the General Business District for this park property. Much of the property along railroad tracks and highways in Oxford was previously designated commercial. Over time, some has gradually been re-zoned or developed, while much has remained undeveloped, or been retained as green space. For this particular property it was owned by the Day family, and was likely all designated the same as the manufactured home park, which was previously owned by the Day family. The City of Oxford accepted the current Merry Day park land from the Day family in the 1990s. Written comments (attached) have been provided outlining some of the history of the land donation. Additionally there are comments regarding the pros and cons of reducing park land and green space in this part of the community.

When considering reducing the amount of land that is zoned for commercial development, the Commission should consider the potential for development. Currently the property is owned by the City and developed as a park. It is at the dead end of a local street and abuts active railroad tracks. Because of limited access and frontage, it is unlikely that it would develop commercially within the ten year time horizon of the 2023 Comprehensive Plan.

If the property were to be re-zoned to Multi-Family Residential, there would be increased likelihood of a lesser amount of green space and parks. If the City of Oxford continues to be the owner of the property, there would be additional public steps required prior to development. The re-zoning would not guarantee that the park land would go away but it would increase the likelihood. Preliminary discussions between the City of Oxford and the potential housing developer have been for a long term land lease, where the City would retain control of land use decisions on an incremental basis. This is unlike a privately owned property where the zoning designation change is more typically the last public process before the use can be changed.

Another consideration for the Commission is the supply of Multi-Family Residential land. Historically, zoning map amendment requests for Multi-Family have been driven by student housing projects. Because of this, the community has been cautious about increasing the supply of Multi-Family land. In recent years, in response to increased interest in affordable housing, the community has been re-considering Multi-Family zoning. As noted in the previous memo regarding the FLUM amendment, the 2023 Comprehensive Plan lists several action items about increasing access and supply of affordable housing.

Spot-Zoning

There are no other R-4 designations in Oxford other than in the Southpointe Parkway area. The R-4 district was created in 2013 as a Multi-Family district separate from R-3. The R-3 areas are closer to the Mile Square on McGuffey Avenue and Arrowhead Drive. The standards are nearly identical with some exceptions on number of units per building. Both require the Planned Development Process for more than one building to be built. Since there is R-3 zoning already on Reagh's Way,

it would seem on face value that would be the more logical district if the commercial designation were removed. However, the standards are nearly the same, and R-4 allows slightly more flexibility for a housing developer. In some circles, this would be considered “Spot-Zoning”, which is typically a negative term applied to zone change that is unlike the surrounding area. Whether it is called Spot-Zoning or another term, as long as the decision is supported by the Decision Criteria and properly documented, it is allowed.

Decision Criteria

Oxford Zoning Code 1135.02 (c) is the section of local zoning law that outlines the criteria upon which a Zoning Map Amendment recommendation should be made. These are below:

- A. There is an error on the Official Zoning Map or in the delineations between districts thereon.
- B. The proposed amendment will make the map conform more closely with the Comprehensive Plan.
- C. There has been a substantial change in area conditions that necessitates the amendment.
- D. There is a legitimate need for additional land area in the zoning district that will be expanded.

Staff’s analysis is in italics below:

A. There is an error on the Official Zoning Map or in the delineations between districts thereon. *Not applicable. Staff is not aware of any errors in the zoning map. This would only be applicable if the property were much smaller or there were some type of error in a property line that was incorrectly reflected on an official map. This is rarely applicable in the modern era of map documentation.*

B. The proposed amendment will make the map conform more closely with the Comprehensive Plan.

Since the plan was just recently adopted this year, there are many fresh goals, objectives and actions that should be considered for this criteria. The primary one would be the outcome of the case involving the associated FLUM amendment itself. If there are other findings not mentioned in that report that the Commission believes support their decision, those should be cited for the record. Additionally, since staff cited goals, objectives and actions that could support approval or denial, it is important that the Commission articulate which ones more weight will be placed on for the final decision.

C. There has been a substantial change in area conditions that necessitates the amendment. *Typically, the Commission should look to any changes or new information since the time of the adoption of the plan, which was in January 2023. One change or new information would be that the City’s contracted Housing Consultant (Neighborhood Housing Services) identified this property as a strong candidate for outside funding for affordable housing. This occurred after the January adoption of the plan. However, if the FLUM was amended at this same meeting, then this criteria may not be as applicable. A second change after the adoption of the plan is that TOPSS (Talawanda Oxford Pantry and Social Services) and FRC (Family Resource Center) both voted to use their own land on College Corner Pike, not Merry Day Park, to build a new facility. Prior to the adoption of the plan, it was understood that TOPSS would build on the*

S:\shared\Planning Commission\2023\PC-2023-08 - 55 Reaghs Way, Zoning Map Amendment, City of Oxford\55 Reaghs Way zoning map amendment memo.docx

Merry Day Park land. With that knowledge, the General Business District designation is no longer needed to directly support TOPSS and FRC's missions.

D. There is a legitimate need for additional land area in the zoning district that will be expanded. *There is no undeveloped R-3 land but there is a large tract of R-4 zoned land on Southpointe Parkway. However, roads and utilities would need to be extended in order for it to be developed. Per the 2023 Comp Plan, a major overhaul of the zoning code is needed in order to increase housing density and a diversity of housing types. A re-zoning to R-4 could support that effort.*

Conclusion and Recommendation

Staff recommends that the Commission use the Decision Criteria, with a strong emphasis on the outcome of the FLUM amendment. Given that commercial development is unlikely on the property, the decision will center on the balancing of park access along with affordable housing access. A Zoning Map amendment does not guarantee that multi-family housing will be developed on this property. If the Commission does decide to recommend re-zoning of the property, it may want to request that the City retain ownership.



Current Zoning Map Merry Day Park

Parcels (updated as of 6/30/2023)



Corporate Boundary



City of Oxford Zoning - Overlay Districts

Historic Districts



Neighborhood Conservation Overlays



Planned Developments

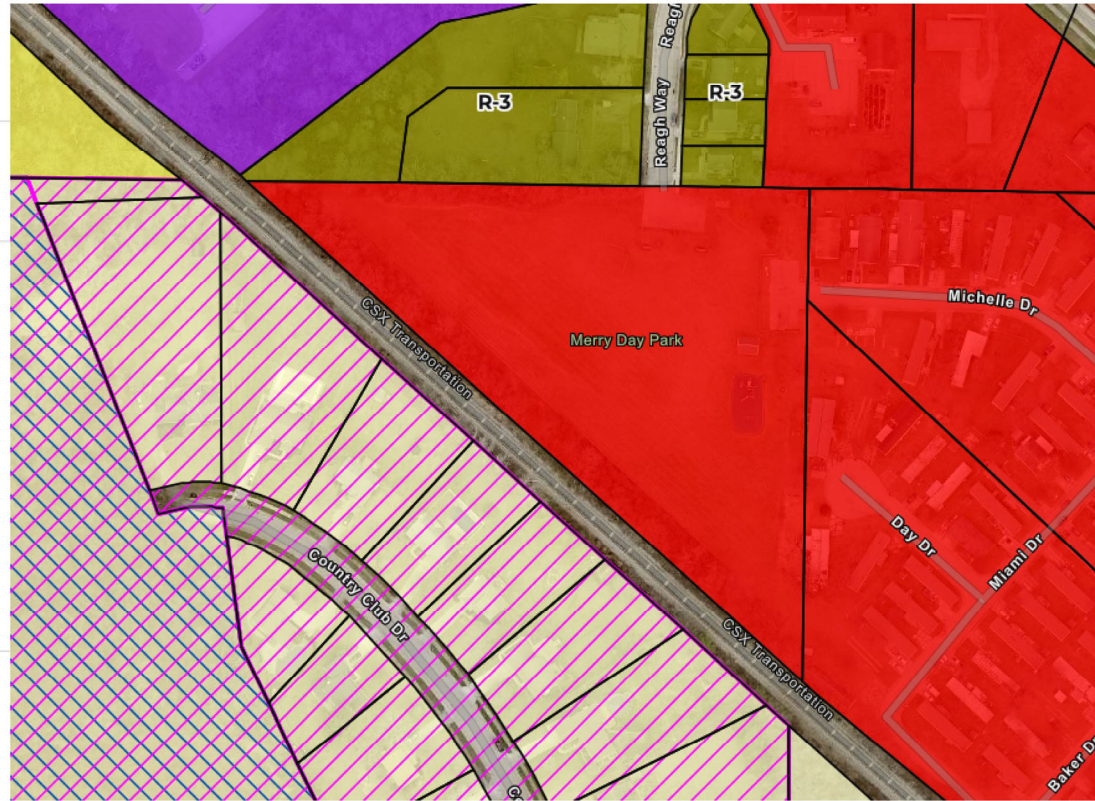


City of Oxford Zoning - Base Districts

-  AOS Agricultural Open Space District
-  R-1A Single-Family Low-Density Residential District
-  R-1B Single-Family Medium Density Residential District
-  R-2A Single- and Two-Family Residential District
-  R-3 Multi-Family Residential District
-  R-4 Multi-Family Residential District
-  R-MH Planned Mobile and Manufactured Home Residential District
-  R-1MS Single-Family Residential Mile-Square District
-  R-2MS Single- and Two-Family Mile-Square Residential District
-  R3MS Single, Two and Three-Family Mile-Square Residential District
-  RO Office Residential District
-  NB Neighborhood Business District
-  GB General Business District
-  UP Uptown District
-  OI Office & Light Industrial District
-  LI Light Industrial District
-  MU University District

Butler County Rural Zoning Districts (Retained after Annexation)

-  A-1 Agricultural District
-  R-1 Suburban Residence District



From: [Seth Copenbaker](#)
To: [Zachary Moore](#); [Sam Perry](#)
Cc: [Jessica Greene](#)
Subject: FW: Review Needed
Date: Tuesday, July 18, 2023 3:18:02 PM

Below are the Economic Development Staff Comments regarding the proposed Zoning Map Amendment at 55 REAGHS WAY

An amendment to the Oxford Zoning map to allow for the creation of a high-density residential development would align with several guiding principles and documents within the City of Oxford.

Listed among Oxford City Council's top priorities is "Housing for All". Development of high-density non-student housing represents a residential type not commonly found in Oxford. The housing type facilitated by the proposed zoning change traditionally reduces barriers to housing affordability by providing a high supply of residential units.

The Oxford Tomorrow Comprehensive Plan was adopted by Council in 2023. Within that plan several recommendations relevant to the proposed zoning change were made, including;

- H1-A1: Update zoning regulations to increase density and promote a diversity of residential housing types and living arrangements.
- H1-A3: Identify areas of town which are appropriate for increased density allowance, housing diversity, and accessory dwelling units (ADUs).
- H1-A4: Leverage land and other tangible assets to address housing supply gaps by boosting inventory.
- H2-A1: Activate a non-profit entity devoted to expanding attainable housing opportunities.
- H2-A2: Explore ways to incentivize the creation and maintenance of housing types and arrangements that fulfill community needs.

A housing study conducted by Bowen National Research in 2020 indicated that Oxford is in critical need for housing units at or below \$999.00 per month.

A high-density residential development designed and marketing to residents at or below 80% LMI would help support many vacant job posting in Oxford.

-Miami University, and by extension Aramark routinely have a number of open positions for critical "frontline" positions across a variety of job types in housing, dining, grounds services, etc.

-Many service industry businesses in Oxford, including restaurants, continue to face labor shortages that curb the potential success of their operations.

-The development of the College@Elm and presence of The Fisher Group will bring a significant number of light manufacturing jobs to Oxford. The jobs provided by the Fisher group could serve to attract additional labor force to Oxford

and further facilitate new employers in light manufacturing to come to Oxford.

The creation of a high-density housing development in Oxford could serve as a boon to the Oxford Community. The Economic Development Staff support the proposed Zoning Map Amendment at 55 REAGHS WAY without concern.

Seth W. Copenbaker
Economic Development Specialist
Scopenbaker@CityofOxford.org
Office: (513) 524-5238

Oxford Planning Commission,

My name is Jacob Young, and I am a grandson of Ray and Mary Day. I am a graduate of Talawanda High School and hold a bachelor's degree in Urban and Environmental development from Miami University. Twenty-six years and one week ago, my grandparents identified a need for a park & recreation space that was reasonably accessible from the mobile home park and the surrounding community. According to paperwork in my grandfather's handwriting dated August 1st, 1997, he stated that 4.687 acres was to be "a gift to the City of Oxford to be used for City of Oxford Parks." Since that dedication, he proceeded to build a playground and sheltered picnic area. In 2009, the City of Oxford transferred the deed of the property into their name. By accepting this donation of land, there was agreement between the two parties that there needed to be recreational space for the College Corner Pike corridor. This need for recreational space has not changed during the last 14 years, and is likely more essential now than ever. Although not as updated and modernized as the other parks I'll mention, Merry Day Park currently provides a playground, sheltered picnic area, park benches, and the remnants of a baseball field within safe and reasonable walking distance of hundreds of residents.

Merry Day Park offers a recreational space to one of the most densely populated areas of Oxford. The images and slides I am going to share will lend some perspective on access that my grandfather had in 1997, and hopefully help you understand what it means when families in this community will be forced to find an alternative playground for their child to enjoy. **(Slide 1)**

First is the Tri Park, the former location of the community pool. According to Google Earth. The Tri Park playground is located approximately 1.7 miles one direction from Merry Day Park. Those with no form of transportation will have very limited access to this park. **(Slide 2)** On the following page you will see BCRTAs proposed schedule to get to the TRI Park. It will take 20 minutes to get from the Pike to the Tri Park with approximately one additional mile of walking still required **(Slide 3)**. Please note that BCRTA does not allow children 12 and younger to ride the bus without adult supervision.

Next is the Oxford Community Park. Google Earth measures 2.4 miles one direction to access the playground **(Slide 4)**, thus creating an even greater challenge to access for those without transportation. BCRTA does not offer a route to the Community Park, and the current closest stop is at Kroger - that stop would still require an additional 1.2 mile walk to the park from there **(Slide 5)**. Again, that is just one direction. Another route included is the most recent route of the Oxford Area Trail system from Merry Day Park to the Oxford Community Park measured at 4.5 miles round trip. The potential future OATS trail will not provide increased access to parks and playgrounds to the College Corner Pike corridor.

Finally, we have Oxford's newest park space, Leonard Howell Park. Google Earth measures the distance from Merry Day Park to Leonard Howell Park at 2.8 miles one direction, which is the most challenging of all the park locations to access for those without transportation **(Slide 6)**. Using BCRTA, it will take a total of 44 minutes of bus riding and additional walking to get to the park from the College Corner Pike corridor. **(Slide 7)**. Again, that is in just one direction.

On January 18th, 2022 City Council approved the lease of a 7-acre sect of the 47 acres plot owned by the City of Oxford to Episcopal Retirement Services to develop 42 affordable housing units (**Slide 8**). All 42 units will serve tenants with incomes at or below 60 percent of Area Median Income. The United State Census bureau determined that the median income level for Oxford, OH for 2021 is \$41,749 with 60% being \$25,049.40 (ERS website). It should be noted that St. Mary's development corporation average income is only \$13,500 a year making their product more affordable than even ERS (St. Mary's Development Corporation website). With 40 acres left in the parcel and using only 11% of these remaining acres, we can offer the same number of affordable housing units with less acreage and a higher chance of qualification among the senior community. In July of 2022, funding was not approved for this development. All other plans for ERS's development could not be found.

The City of Oxford has also purchased two adjacent parcels on Chestnut Street on June 13th, 2023 totaling 2.311 acres - slightly larger than the piece of property on Hester Road in which a 12, two-person units are being built (Butler County Auditors Site).

According to a meeting with Jessica Greene, Assistant City Manager of the City of Oxford on July 21st, 2023, (it is my understanding) there is a need for 500 to 2000 affordable living units in the City of Oxford. The current 2.1-acre Hester Road housing initiative provides 12 two-person units COMBINED with ERS's 42 senior living units only totals 54 units. Considering the low-end of affordable housing units needed is 500, that means we have hardly achieved even 10% of that goal. When there are other more sensible and equally suited locations available, it is hard to understand how taking away a small 4.6-acre designated recreation space from an already underserved population makes any good sense.

Working with our family business for the last several years has given me the opportunity to see the need for affordable housing first-hand, but as a good citizen, I want to oppose taking away the designated recreational space for community members with the least access to surrounding public parks and playgrounds. I implore the Planning Commission and City Council to consider better options and solutions with fewer consequences. Given the information I have shared with you today, I do not feel it is in the best interest of the Planning Commission to advise and City Council to rezone Merry Day Park.

Thank you for taking your time to read by public comment,

Jacob E. Young

Merry Day Park

Perspective on Access



Photo by Casey Woodell, Parks Director

By Jacob E Young

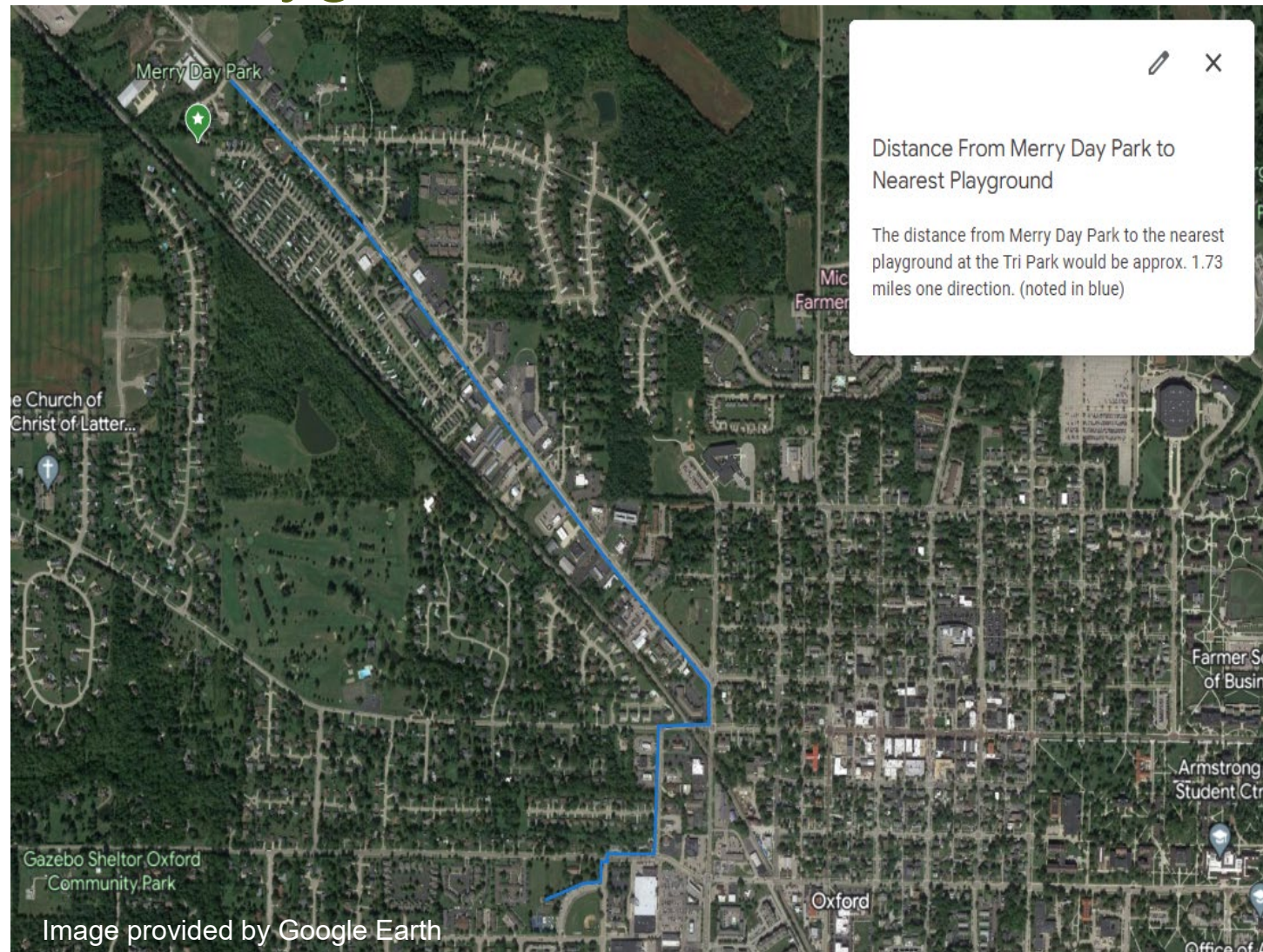
Merry Day Park to Tri Park Playground

~3.5 mile round trip

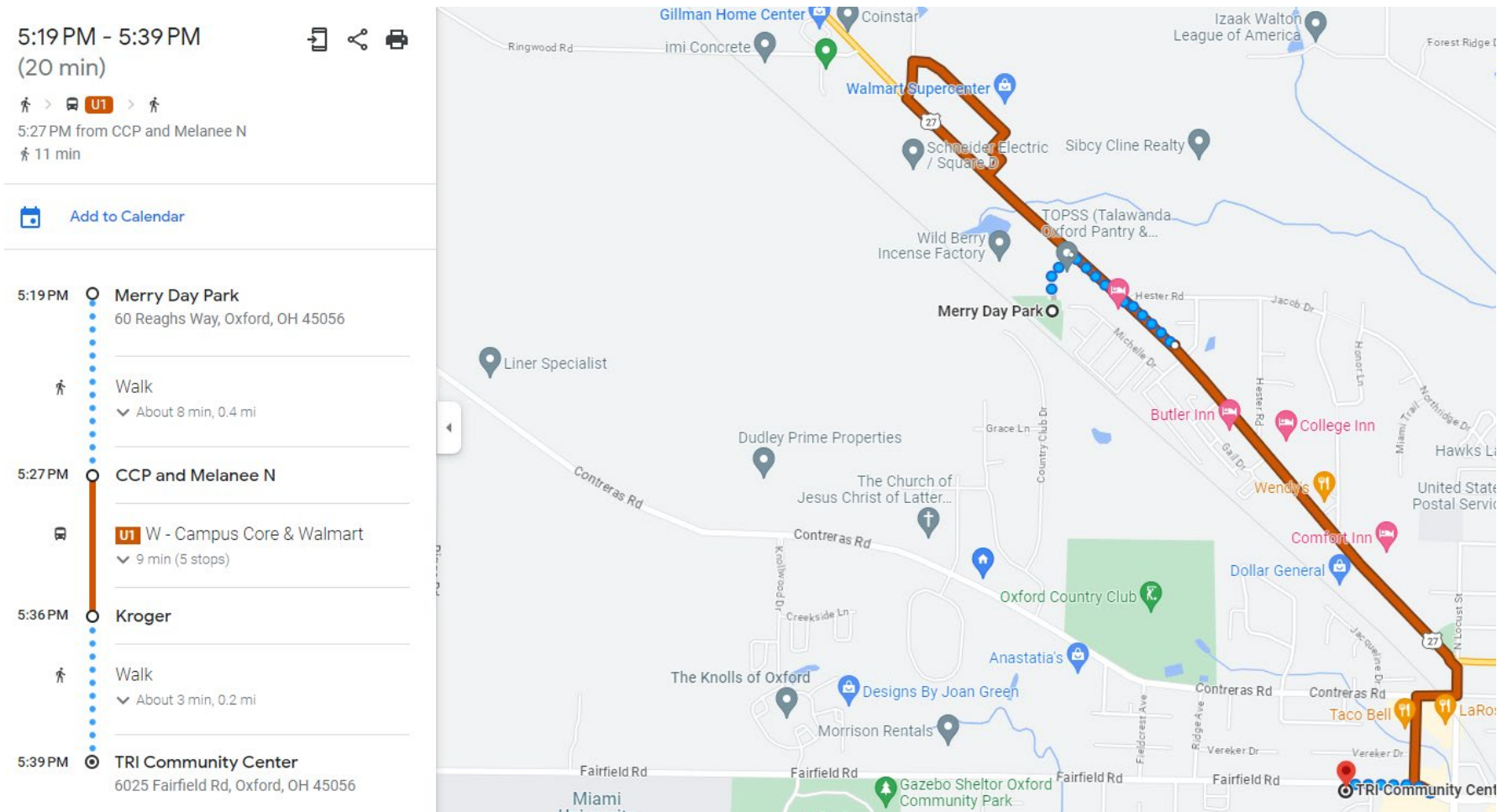
Drastically limits access to families without motor transportation

BCRTA requires that all children 12 and younger be accompanied by an adult

Minimum of 20 minutes of travel time on BCRTA to access park which requires transit and walking



Merry Day Park to Tri Park: BCRTA



Merry Day Park to Oxford Community Park

Green Line: ~4.6 miles round trip

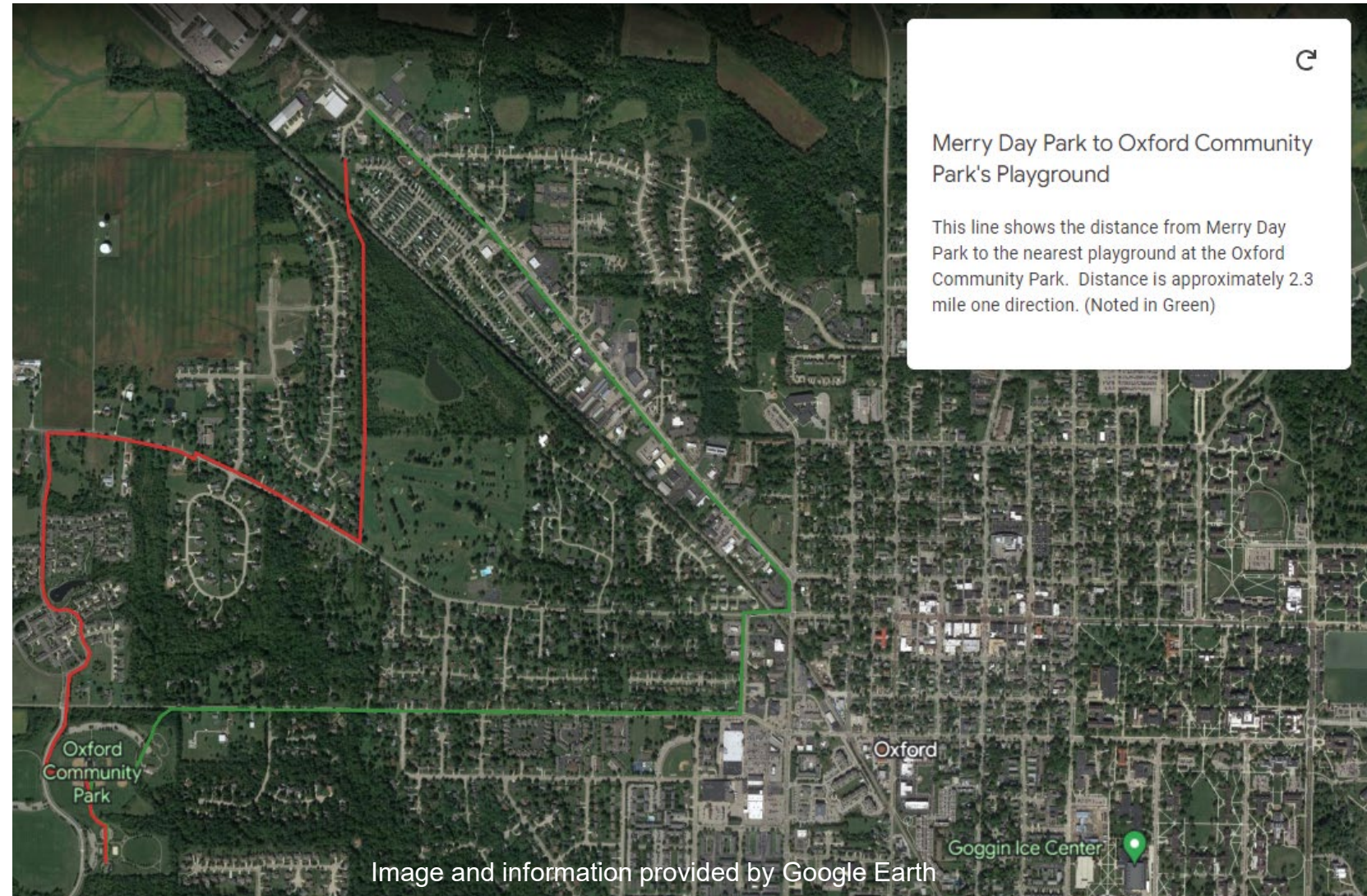
Red Line: ~4.5 miles round trip

Drastically limits access to families without motor transportation

BCRTA requires that all children 12 and younger be accompanied by an adult

BCRTA lists a 44 minute travel time with 1.2 miles of walking (one direction) to access OCP

Latest Proposed Oxford Area Trail (OAT) minimally shortens distance to OCP



Merry Day Park to Oxford Community Park: BCRTA

Please note the additional ~1.5 miles each direction needed to walk to get to OCP after transit to Kroger stop

5:19 PM - 5:38 PM (19 min)  

   5:27 PM from CCP and Melanee N
 10 min

 [Add to Calendar](#)

5:19 PM  **Merry Day Park**
60 Reaghs Way, Oxford, OH 45056

 Walk
▼ About 8 min, 0.4 mi

5:27 PM  **CCP and Melanee N**

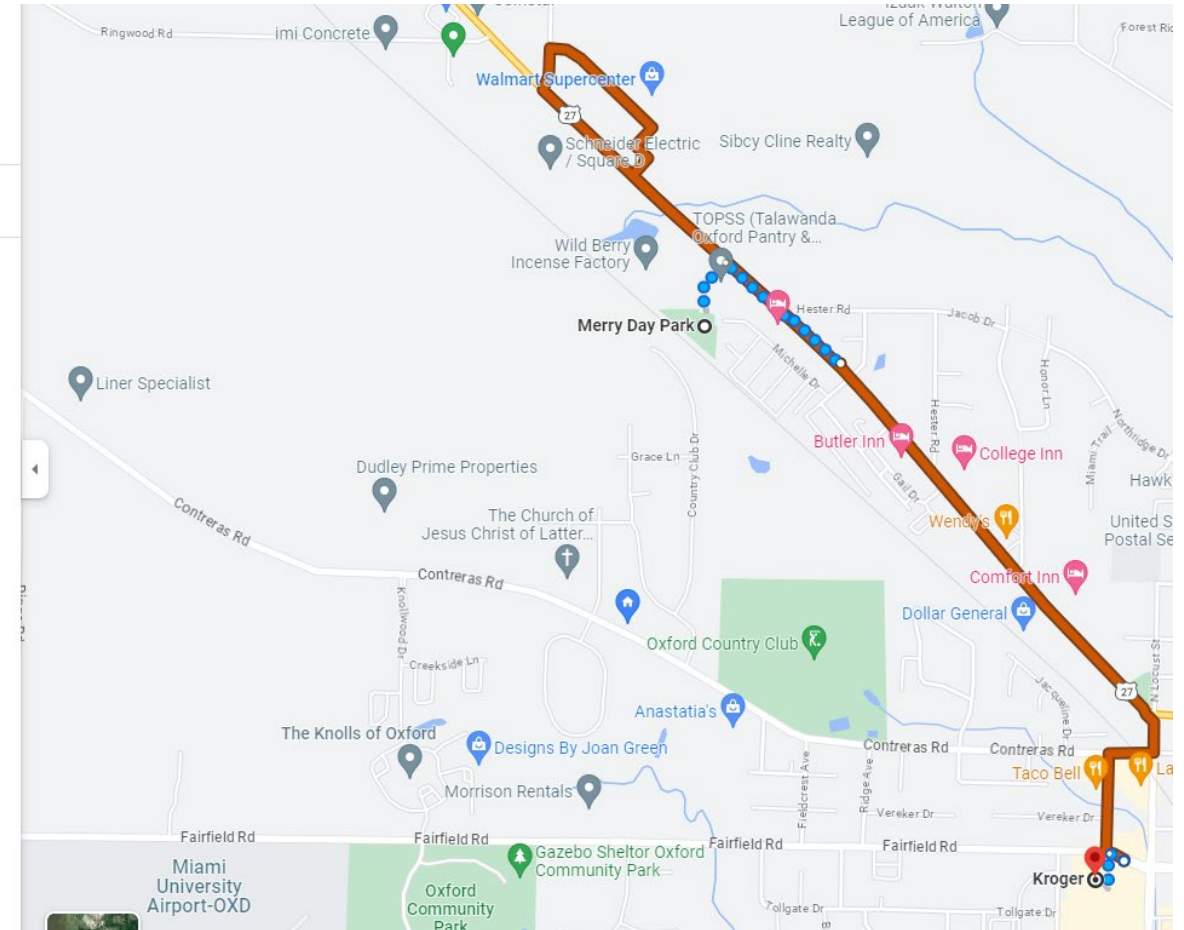
 **U1 W - Campus Core & Walmart**
▼ 9 min (5 stops)

5:36 PM  **Kroger**

 Walk
▼ About 2 min, 0.1 mi

5:38 PM  **Kroger**
300 S Locust St, Oxford, OH 45056

Tickets and information
[BCRTA - 1 \(513\) 785-5237](#)



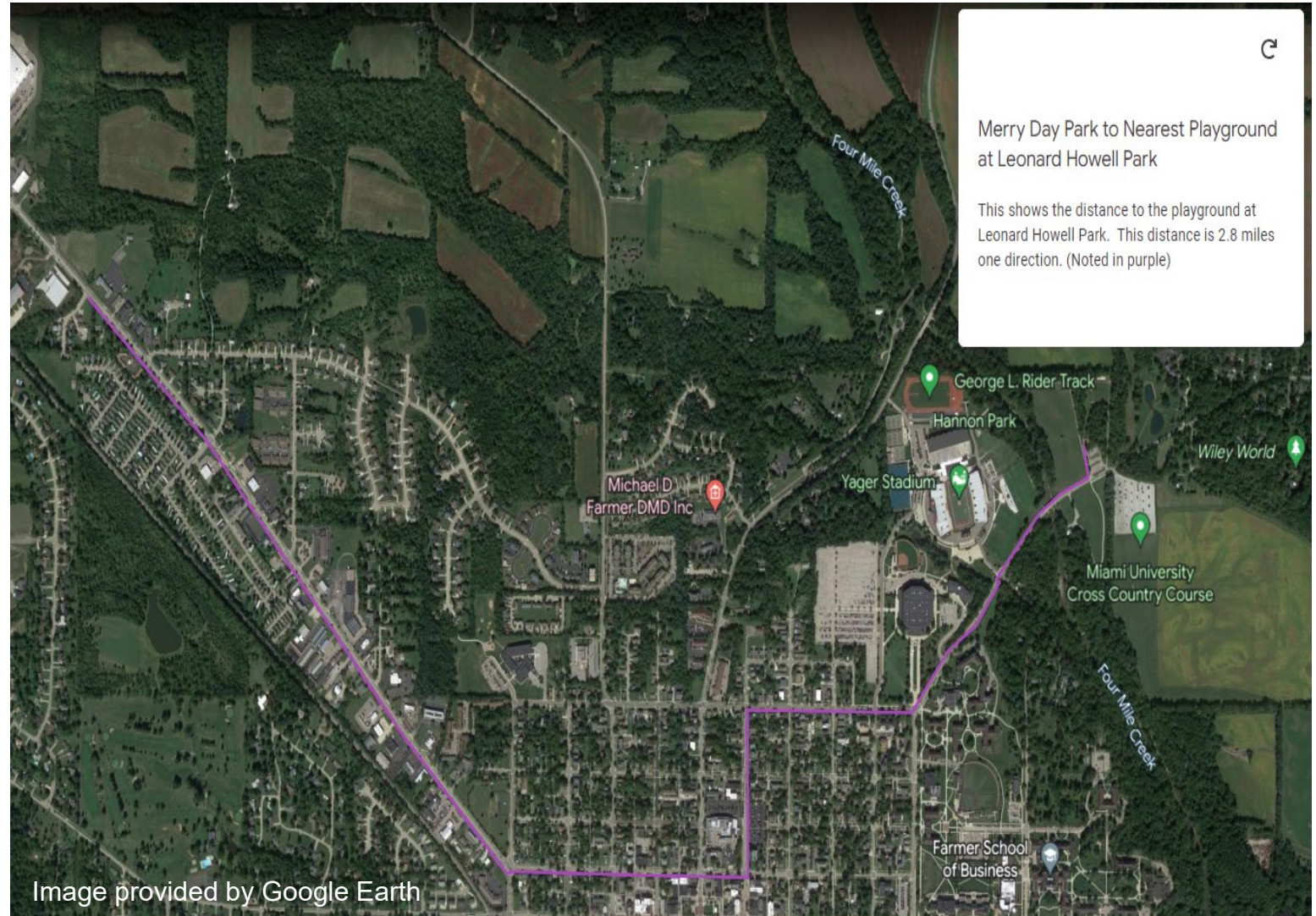
Merry Day Park to Leonard Howell Park

~5.6 mile round trip

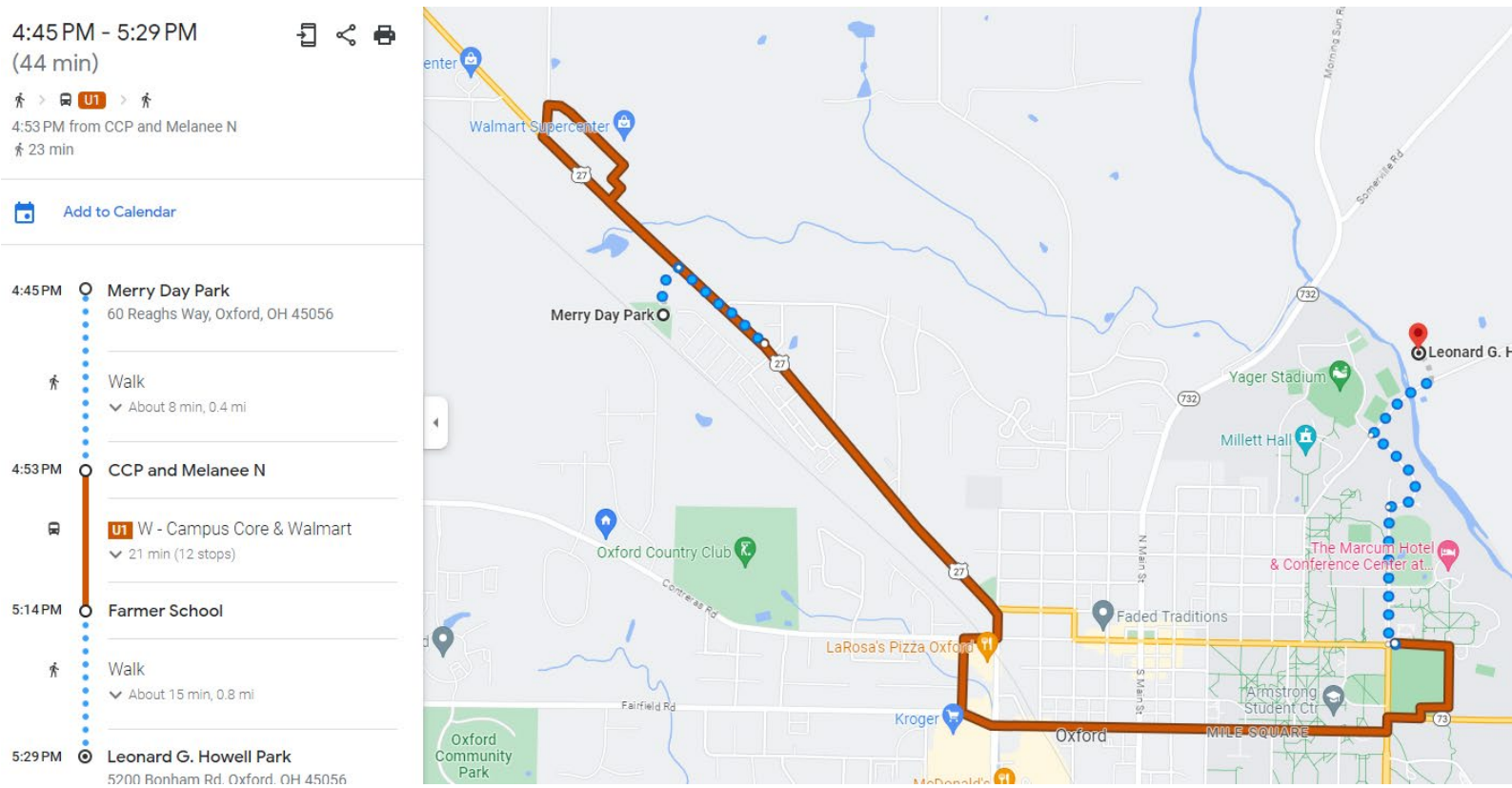
Drastically limits access to families without motor transportation

BCRTA requires that all children 12 and younger be accompanied by an adult

BCRTA lists a 44 minute travel time with 1.2 miles of walking (one direction) to access LHP



Merry Day Park to Leonard Howell Park: BCRTA



City of Oxford's Access to land for Housing Developments

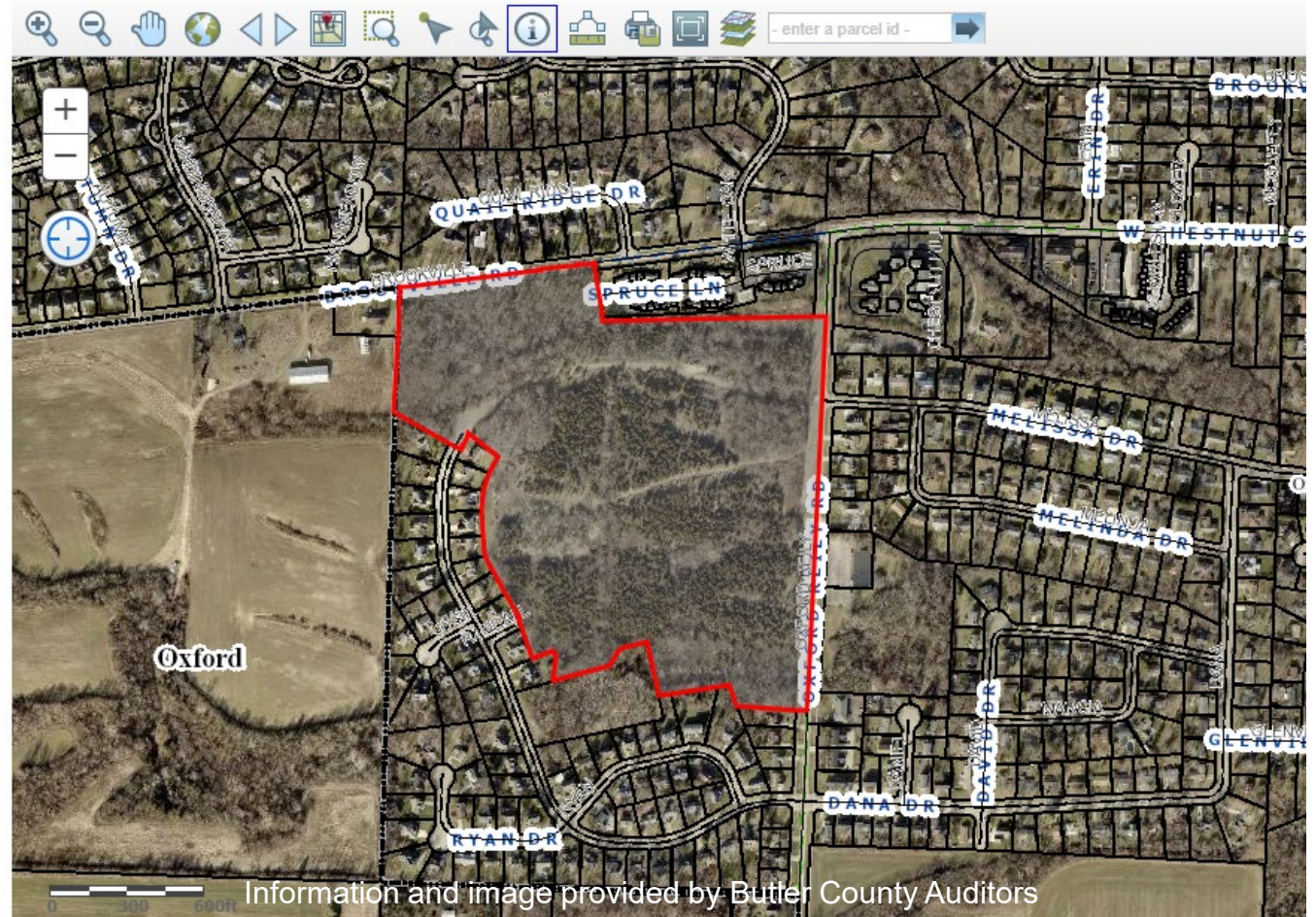
On December 10th, 2008 the City of Oxford purchased a 47.47 acre undeveloped lot within city limits

On January 18th, 2022, City Council approved a 7 acres by developed for Senior Living Community by Episcopal Retirement Services

Leaving 40.47 acres left in the tract of land

Using 11.6% of the remaining 40 acres would allow St. Mary's Development Corp to proceed with the expansion of affordable senior living in Oxford

PARID: H4100119000029
CITY OF OXFORD OHIO



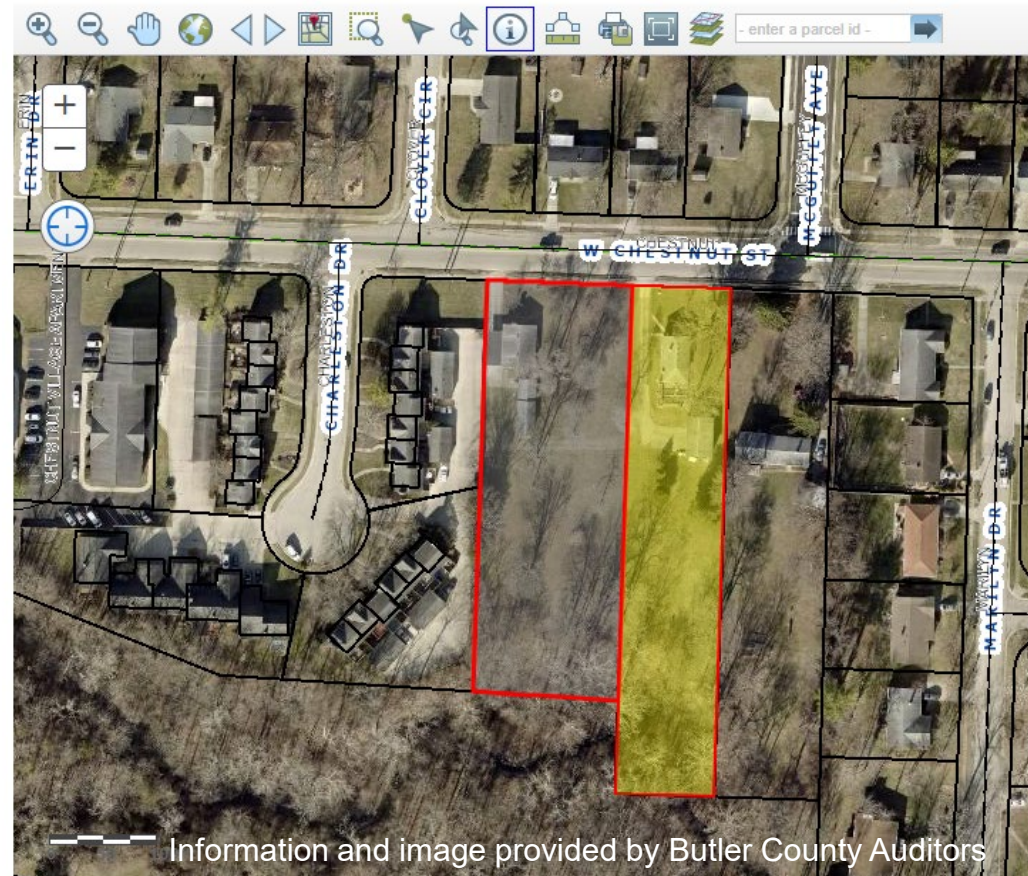
City of Oxfords Access to land for Housing Developments

On June 13th, 2023 the City of Oxford purchased two adjacent properties totaling 2.3 acres at 603/607 West Chestnut Street

Note current housing project at 5234 Hester Road is 2.1 acres.

-12 Units, 2 tenants per unit

PARID: H4100121000125
CITY OF OXFORD OHIO



Merry Day Park: Perspective on Access

- I firmly believe that Affordable Housing is needed in Oxford
- According to Assistant City Manager Jessica Greene “500-2,000 affordable housing units are needed in Oxford” -07/21/2023
- Between Hester Roads 12 units and 42 units on Oxford Reily Road totaling 54 affordable housing units
- We still have a long road to reach these goals and taking away parks and recreational spaces no matter the size, is NOT the way to accomplish these goals
- I implore the Planning Commission to advise against this zoning map amendment

221 Country Club Drive
Oxford, Ohio
45056-9037

July 30, 2023

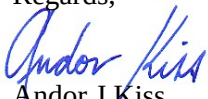
To Planning Commission & City Council, Oxford, Ohio;

I'm writing to you about my concerns about the rezoning of Merry Day Park from a park / green space to residential, multi-person, high density housing. The root of this decision, I believe, comes from the Housing Needs Assessment generated by Bowen National Research (20-329), which indicates that there is a need for low income housing in Oxford. I am not opposed to this goal, but I have three major concerns for the Planning Commission and City Council with regards to this specific rezoning proposal:

- (1) My understanding was that the current Merry Day Park land was donated to the city on the condition that it remain a public park / green space for the community. It seems very disingenuous to now renege on that commitment and turn the green space / public park into a high density housing area, adjacent to another high density housing area (Miami Of Ohio Mobile Home Park (MOMHP)). A decision to rezone the park to housing area could preclude other gifts and bequeaths to the City of Oxford, if this flip-flopping of commitments becomes the norm.
- (2) The loss of the Merry Day Park / green space would be a significant degradation in the quality of life for those residents in the MOMHP, residents of Reagh's Way, and the residents in the apartment complexes across Route 27. Green space enhances people's life experience, reduces stress, and generally improves the life and neighborhood bonds. I am both surprised and disappointed that members of City Council, Planning Commission and the Environment Commission would support the eradication of green space adjacent to a high density housing project (MOMHP), given what they surely know (academic peer reviewed studies; e.g. <https://www.frontiersin.org/articles/10.3389/fpubh.2022.993801/full>) about the implications and significant physiological and mental health downsides to such a decision.
- (3) The goal of 50 units for low income and very low income tenants in Oxford is laudable. However, if approved and funded, and once the structure is built in present day Merry Day Park, these people / families will not have a green space and/or park to enjoy. This will be an unattractive aspect impacting their living situation. There are NO other city parks on that side of town, with the closest being Miami University Natural Areas and/or Peffer Park – a distance of about eight miles. It is unlikely that low income children and elderly people will be able to make an eight mile journey to enjoy a city park. This will also likely impact the quality of life for MOMHP residents and the residents of Reagh's Way.

In summary, I am opposed to the building of this new complex by eliminating Merry Day Park, there has to be a better way to preserve urban green space(s) and tackle the problem of low income housing. As a former member of the Environmental Commission (CoO), I was on the understanding that there were plans in place (prior to COVID-19) to improve Merry Day Park – as a park. I am also a resident *directly across from Merry Day Park* in the Heritage Subdivision, and I hear children and teenagers using the park to play games, softball, basketball – whenever the weather permits. In other words, Merry Day Park gets a lot of usage, and it would be a poor and short-sighted decision to eradicate this green space. This would seem to be a solution of robbing Peter to pay Paul, which is never a good solution.

Regards,



Andor J Kiss

eMAIL: andorjkiss@gmail.com

Tel: (513) 593-6598

From: [Gale Smith](#)
To: [Sam Perry](#)
Subject: MerryDayPark
Date: Wednesday, July 26, 2023 7:47:35 PM

Sam

I'm sending this email in regards to the children of the trailer park. Mr.Day was a very compassionate man that done a lot for the city of Oxford. He donated that parcel of ground for the children of the park. He knew there was a need for the children to go a park and play. I moved into the park in 2011 at 308 Michelle Dr. which is beside Merry Day park. During this time till present day me and my wife have enjoyed watching the children play. We have watched many birthday parties , graduations, reunions, and people just showing up on weekends to have a cookout. It's just shows what local government will do just to weep the profits and show no compassion for the children. I just want the people on counsel to set back and think what they would do if their children's play area was threatened. Miami doesn't want it close to them and we don't want it close to us.

Thankyou

Steven Smith U.S.M.C. Veteran
Sent from my iPad

From: tthomoxf@woh.rr.com
To: [Sam Perry](#)
Subject: Merry Day Park Re-zoning
Date: Tuesday, July 25, 2023 10:31:40 PM

Name: Tom Thompson
Address: 219 Country Club Dr., Oxford
Phone: 513-461-3689

Sam, I would like to express my opposition to the proposed re-zoning of Mary Day Park for multiple reasons. Just to give you a little history about myself, I lived in the Miami Mobile Home Park for 7 years and used the park area with my kids many times. I don't believe it's a good idea to repurpose this recreational area from its original intent as stated in City of Oxford Ordinance **"2524 7-15-97 Accepts 4.687 acres from Miami Mobile Home Park for use by the City for public recreational and leisure activities."**

I currently live on the other side of the railroad tracks directly across from the park. I worry about the unintended consequences of the proposed use of the property. The increased population density of that area, Children playing on the railroad tracks, and also a decrease in our property values are all weighing heavy on my mind.

Please reconsider moving forward with this ill conceived plan.



Internal Use Only:	
Case No.	<u>PC-2023-08</u>
Date Filed	<u>7/13/2023</u>

Zoning Map Amendment Application

Applicant Information

Attach a Letter of Agency if the Applicant is not the property owner.

Name *	Sam Perry
Mailing Address *	15 South College Ave.
City, State & Zip Code *	Oxford, Ohio 45056
Telephone Number(s) *	513-524-5204
Email Address	sperry@cityofoxford.org

Location and Lot Information

Location *	55 Reaghs Way
General Description of Proposed Amendment *	GB to R-4 Zoning Map Amendment of 4.672 Acres
Current Zoning *	General Business
Proposed Zone(s) *	R-4 Multifamily Residential

Submission Requirements and Documentation

From Section 1135.02 Procedure¹.

- (a) Initiation. A map amendment may be initiated by adoption of a motion by Planning Commission, by adoption of a motion by Council, or by application to Planning Commission by at least one owner of the property within the area proposed to be rezoned.
- (b) Application. If Planning Commission or Council initiates an amendment, then the Zoning Administrator shall provide information as necessary for proper consideration of the motion. The information provided shall be substantially similar to that required of an application for amendment.

An application for amendment shall be filed with the Zoning Administrator. An application shall be complete prior to being scheduled for a public hearing. An application will be considered complete only if the Zoning Administrator is satisfied that all of the materials required by this chapter are included and are sufficient in their content to satisfy the intent of the application requirements.

- (1) Contents of application. The applicant shall contact the Zoning Administrator prior to submitting an application to discuss the submission requirement, which includes the following information. A written, detailed description, where applicable, is required for each subsection.
 - A. Application Fee.
 - B. The name, mailing address, and telephone number of the applicant.
 - C. A general description of the proposed amendment.
 - D. A narrative statement that describes how the proposed amendment relates to the Comprehensive Plan.
 - E. A statement that identifies potential negative consequences of the proposed amendment.
 - F. Such other information regarding the proposed amendment as may be pertinent to the application or required by Planning Commission or Council.
 - G. A legal description of the area to be rezoned.
 - H. The proposed zoning of the area.
 - I. The current zoning of the area.
 - J. A description of existing uses in the area.

- K. A vicinity map, at a scale approved by the Zoning Administrator, showing property lines, streets, existing and proposed zoning and other items required by the Zoning Administrator.
- L. A list of the names and mailing addresses of all owners of land that is proposed to be rezoned and all land owners within 200 feet of every parcel proposed to be rezoned (see later section).

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The [Butler County Auditor Real Estate Search](#)² is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number. *Property Owner names will not be provided in the agenda packet.*

Decision Process

From Section 1135.02(c)(1) Decision Standards¹.

A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls.

- A. There is an error on the Official Zoning Map or in the delineations between districts thereon.
- B. The proposed amendment will make the map conform more closely with the Comprehensive Plan.
- C. There has been a substantial change in area conditions that necessitates the amendment.
- D. There is a legitimate need for additional land area in the zoning district that will be expanded.

Fees & Receipt

The required fee is \$375.00, plus \$10.00 postage charge. Write a check payable to **City of Oxford**. You may also pay in-person using Visa, MasterCard, and Discover.

Sign and Date

Applicant Signature *



Date *

6/23/2023

Submit Application, Submission Requirements and Documentation, and Fees

We will not accept incomplete applications and/or plans and documentation.

Send or drop off this application with required documentation as attachments and a check for fee and postage charge made payable to **City of Oxford**, to Community Development Director, 15 South College Avenue, Oxford, OH 45056.

Direct questions to the Community Development Dept. at (513) 524-5204. The application will be placed on the next possible agenda.

Note: You must adhere to notification and publication requirements. Submit materials 45 days prior to the proposed Planning Commission meeting on which the action is requested. City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s).**

¹ City of Oxford Codified Ordinances: <http://www.cityofoxford.org/fees-ordinances-and-charter>

² Butler County Auditor Real Estate Search: <http://www.butlercountyauditor.org/>

RESOLUTION NO. 7509

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEDITE THE REZONING PROCESS AND JOIN ST. MARY DEVELOPMENT CORPORATION AS A PARTNER IN AN AFFORDABLE HOUSING FUNDING APPLICATION.

WHEREAS, the availability of affordable housing has become a pressing issue in our community, adversely affecting the well-being and stability of many residents; and

WHEREAS, the 2020 Oxford Housing Needs Assessment listed a critical need for affordable housing, stating the need for an additional 323 units.

WHEREAS, the 2023 Oxford Comprehensive Plan has a goal of Housing for Everyone and action items related to changing zoning to increase density and working to provide supportive housing services; and

WHEREAS, partnering with St. Mary Development Corporation development that specializes in affordable housing, can bring expertise, resources, and streamlined processes to expedite the construction and availability of affordable housing units; and

WHEREAS, to apply for funding from the Ohio Housing Finance Agency, the property must have the proper zoning designation by the application deadline; and

WHEREAS, to be supportive of the funding application, the City will need to expedite the rezoning process by fast-tracking the Planning decision to Council, and passing the zoning ordinance as an emergency to allow this rezoning to occur in time for the application; and

WHEREAS, to be supportive of the funding application, the City will need to create a development agreement and establish a land lease of at least 75 years; and

WHEREAS, the City Manager and Assistant City Manager recommended that the City Manager expedite the rezoning process and join St. Mary Development Corporation as a partner in their affordable housing funding application.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to expedite the rezoning process and join St. Mary Development Corporation as a partner in their affordable housing funding application.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.



MAYOR

ADOPTED: JUNE 20, 2023

ATTEST:



CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



July 17, 2009

Mr. James G. Robinson
Attorney at Law
14 West Park Place
Oxford, Ohio 45056

Dear Mr. Robinson:

Enclosed please find a recorded copy of the General Warranty
Deed for parcel number H4000-022.000-011 (Merry Day Park) for
your records.

Sincerely,

A handwritten signature in cursive script that reads "Mary Ann Eaton".

Mary Ann Eaton
Clerk of Council

TRANSFERRED
DATE 7/16/09 Bah
CONVEYANCE
FEE \$ 0
EXEMPT 5519

Roger Reynolds, Butler Co. Auditor
This conveyance has been examined and the grantor
has complied with section 319.202 of the revised code.



Image ID: 000007353429 Type: OFF
Kind: DEED
Recorded: 07/06/2009 at 03:07:23 PM
Fee Amt: \$36.00 Page 1 of 3
Workflow# 0000033923-0001
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2009-00035120

BK **8132** PG **2009**

GENERAL WARRANTY DEED

MIAMI MOBILE HOME PARK, LLC., an Ohio Limited Liability Company, through all of its members, for valuable consideration paid, grants with general warranty covenants, to THE CITY OF OXFORD, OHIO, a municipal Corporation, whose tax-mailing address is 101 East High Street, Oxford, Ohio 45056-1887, the follow described real property:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO all easements, conditions, restrictions and limitations of record and all legal highways, and excepting from the warranty hereof taxes and assessments due and payable December, 2008 and thereafter.

Parcel No.:

Prior Deed Reference: Volume 1324, Page 459 of the Butler County, Ohio records.

EXECUTED this 16th day of June, 2009.

Mary L. Day
Mary L. Day, Individually, Member

Mary L. Day
Mary L. Day, Successor Trustee, Member

Douglas A. Day
Douglas A. Day, Member

Gail J. Young
Gail J. Young, Member







Image ID: 000007353431 Type: OFF
Kind: DEED

Page 3 of 3

File# 2009-00035120

BK 8132 PG 2011

EXHIBIT "A"

APPROVED
BCEO
BY AMB
6-17-09

Situate in the City of Oxford, Butler County, Ohio and being part of Lot 1728 of said City of Oxford, being the lands of Miami Mobile Home Park, LLC as recorded in deed book 7155 page 2003 of the Butler County Recorder's Office and being further described as follows:

Beginning at the northwest corner of Lot 1419 of said City of Oxford, said point being witnessed by a ½" rebar found 1.77 feet to the north of said corner;

Thence with the west line of said Lot 1419 S 1°46'56" W for 592.50 feet to a ½" rebar found, said point being on the northwest right of way of C.I. and W Railroad;

Thence with said northwest right of way of C.I. and W Railroad N 47°03'24" W for 912.50 feet to a ½" rebar found, said point being on the north line of said Lot 1728;

Thence with said north line of Lot 1728 S 87°32'36" E for 687.16 feet to the Point of Beginning, containing 4.672 acres of land more or less and being subject to all legal highways, easements, restrictions and agreements of record.

This description was prepared by David Douglas Smith, Register Ohio Surveyor # 7121. A plat of survey of this property has been recorded in volume 52 page 122 of the Butler County Engineers record's of Land Surveys.

H4100 - 022,000 - 011

Agreement

This Agreement is entered into this 15TH day of May, 2009, by and between Miami Mobile Home Park, LLC, (hereinafter "Days") and the City of Oxford, Butler County, Ohio, an Ohio Municipal Corporation (hereinafter "City").

WHEREAS, in 1997 Ray & Mary Day (their heirs, successors and assigns collectively referred to hereinafter as the "Days") owned a certain parcel of land in the City of Oxford, Ohio; and

WHEREAS, on August 13, 1997, the Days granted a 4.687 acre parcel of land to the City by virtue of a General Warranty Deed; and

WHEREAS, pursuant to an agreement with the Days executed on August 20, 1997, said 4.687 acre parcel was to be utilized by the City for public recreational and leisure activities; and

WHEREAS, said parcel was configured as a park and continues to be held open for public use and public purpose as the "Merry Day Park"; and

WHEREAS, the August 13, 1997 deed attached hereto was never recorded due to a legal description title defect arising from the property records documenting the Days prior ownership of a 9.460 acre parcel of land; and

WHEREAS, the Butler County Auditor continued to assess taxes upon the entirety of the 9.460 acre parcel of land, and the Days continued to pay accordingly all taxes due and owing thereon; and

WHEREAS, the official records of Butler County Ohio, had not accounted for the prior sale of land by the Days and the division of the 9.460 acre parcel into two parcels; and

WHEREAS, due to the error in the public records the deed while presented and accepted by the City could not be recorded and the taxes correctly calculated; and

WHEREAS, the parties to this Agreement were recently able to have the records corrected in Butler County and now seek to resolve the issue of taxes paid.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties, intending to be legally bound hereby, do covenant and agree as follows:

(1) The 4.687 acre parcel of land granted to the City by virtue of the Warranty Deed attached hereto as Exhibit "A" has been owned, operated, and otherwise possessed by the City of Oxford as a public park since the date contained in said deed.

(2.) The parties further acknowledge that in taking steps to correct the title description issues the parcel was resurveyed and the legal description corrected such that the land held by the City is 4.672 acres, not 4.687 acres as described in the 1997 deed Attached hereto as Exhibit "A". Also attached is a copy of the corrected deed and the revised plat drawing with the corrected survey attached as Exhibit "B" and Exhibit "C".

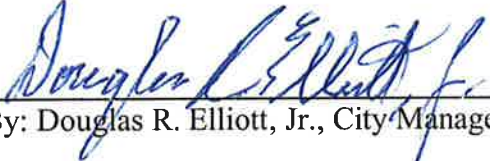
(3.) The Day's hereby re-conveying to the City by deed 4.672 acres, using the corrected legal description.

(4.) As consideration for the mutual obligations and covenants contained herein, the City shall pay to the Days, Fourteen Thousand and Four Hundred and Eighty and 72/100 Dollars (\$14,480.72) in full and complete satisfaction and release of the outstanding real estate tax claim and as full and complete release of all other issues, known or unknown between the parties are hereby released by the parties.

(5.) This Agreement shall be binding on the parties, their successors, assigns and heirs, and any transfer of the subject property shall be subject to the restrictions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands on this day and year first above written.

Signed in the presence of:

 _____ _____	CITY OF OXFORD, OHIO  By: Douglas R. Elliott, Jr., City Manager
 _____ _____	MIAMI MOBILE HOME PARK, LLC.  By: Mary L. Day, Successor Trustee/Member

**STATE OF OHIO,
COUNTY OF BUTLER, SS:**

Before me, a Notary Public in and for said County and State, did personally appeared the City of Oxford, Ohio by Douglas R. Elliott, Jr., City Manager, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on this 17th day of June, 2009.

MaryAnn Eaton
Notary Public

My Commission Expires: 8/20/13

Mary Ann Eaton
Notary Public, State of Ohio
My Commission Expires Aug. 20, 2013

**STATE OF OHIO,
COUNTY OF BUTLER, SS:**

Before me, a Notary Public in and for said County and State, did personally appeared the Miami Mobile Home Park, LLC, by Mary L. Day, Successor Trustee/Member its duly authorized agent, and as representative of the successors, assigns and heirs of Ray and Mary Day who acknowledged that she did sign the foregoing instrument and the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on this 16 day of JUNE, 2009.

James G. Robinson
Notary Public

My Commission Expires: _____

JAMES G. ROBINSON, Attorney at Law
NOTARY PUBLIC-STATE OF OHIO
My commission has no expiration
date. Section 147.03 R.C.

APPROVED AS TO FORM:

Stephen M. McHugh, Esq.
City Law Director



Courtesy Notice

Community Development Department
513-524-5204

You are receiving this notice because your property is located within 200 feet of a site set for consideration by the Oxford Planning Commission and City Council for future development that requires special approval.

CASE NO.: **PC-2023-08**

CASE TITLE: **55 Reagh's Way, ZONING MAP AMENDMENT, 4.67 Acres, General Business (GB) to Residential Multi-Family (R-4), City of Oxford, Applicant**

HEARING DATE: **August 8, 2023, 7:00pm**

LOCATION: **Oxford Courthouse, 118 West High Street, Oxford OH 45056**

DESCRIPTION: The City of Oxford is requesting a zoning map amendment (re-zoning) for 4.67 Acres of city-owned land known as Merry Day Park. The property is currently zoned General Business but does not have any business usage on it. The property is open green space with a parking lot and playground equipment. The property is located at the dead end of a public street known as Reagh's Way, which is accessed by College Corner Pike. On June 20, 2023 City Council authorized the expediting of re-zoning and a partnership with St. Mary's Development Corporation. St. Mary's is a non-profit affordable housing provider in the region. The zoning map amendment would potentially facilitate a housing development by St. Mary's. If the property is re-zoned then St. Mary's will seek funding from the Ohio Housing Finance Agency to potentially develop multi-family housing on the property. The re-zoning does not guarantee that a housing development will happen. The re-zoning does prepare for the possibility in the future because the funding application requires multi-family residential zoning to be in place. The Future Land Use Map (FLUM) within the newly adopted Oxford Tomorrow Comprehensive Plan does not show any changes for this property. The FLUM shows the property as "Preserves and Greenspace" therefore a potential change to the Future Land Use Map will also need to be discussed by the Planning Commission and City Council. If the zoning is amended and the funding is approved, then the City will also need to discuss how to accommodate green space and parks for this part of the community. A current zoning map of this area is included on the back of this notice.

You are welcome to attend the scheduled City of Oxford Planning Commission hearing as noted above. If you cannot attend, but would like to comment on this matter, please complete this form and return it at your earliest convenience to **Community Development Director, Sam Perry, 15 S. College Avenue, Oxford, OH 45056**. You may also email any comments or questions to sperry@cityofoxford.org.

You can view the most up to date meeting information and agenda at any time by going to cityofoxford.org and selecting "Agendas and Minutes" to review Planning Commission, Board of Zoning Appeals and City Council agendas.

NAME (PRINT): _____

ADDRESS: _____

TELEPHONE: Home _____ Cell _____ Work _____

COMMENT: (If needed, please attach a letter or email your comment to the address provided above)

