



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, SEPTEMBER 17, 2024 AT 7:30 PM

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Michael Smith

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. 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 from the September 3, 2024, City Council Work Session. (Heather Barbour, Clerk of Council)
- B. Minutes from the September 3, 2024, City Council Meeting. (Heather Barbour, Clerk of Council)
- C. Minutes from the September 9, 2024, City Council CIP Work Session. (Heather Barbour, Clerk of Council)
- D. A Report Regarding the September 4, 2024, Environmental Commission Meeting. (Jessica Greene, Assistant City Manager)
- E. Uptown Park Permit Request ROW 00764 - Ox-Wee Fundraiser Bake Sale (Jessica Greene, Assistant City Manager)
- F. Uptown Park Permit Request ROW 00765 - MEDLIFE Quesadilla Fundraiser (Jessica Greene, Assistant City Manager)

6. Resolutions.

- A. A Resolution Determining The Total Cost Of The Assessment By Lot, Authorizing The List Of Assessments By Lot To Be Filed With The Clerk Of City Council And Ordering The Same Be Opened For Public Inspection And Authorizing The Clerk Of City Council To Publish Notice In A Newspaper Of General Circulation That The List Of Assessments By Lot Is Available For Public Inspection. (Michael Dreisbach, Service Director)
- B. A Resolution Extending The Existing Moratorium, On Alley Development, To January 16, 2025 (Sam Perry, Community Development Director)
- C. A Resolution Authorizing The City Manager To Apply For And Accept Up To \$175,000.00 Through The Ohio Department Of Natural Resources For Martin Luther King Jr. Uptown Park Improvements As Appropriated By The 135th General Assembly

Through House Bill 2 For State Fiscal Years 2025 and 2026. (Sam Perry, Community Development Director)

- D. A Resolution Authorizing The City Manager To Apply For And Accept Up To \$800,000.00 Through The Ohio Office Of Budget And Management For A Pedestrian Railroad Bridge For Oxford Area Trail Phase V As Appropriated By The 135th General Assembly Through House Bill 2 For State Fiscal Years 2025 and 2026 (Sam Perry, Community Development Director)
- E. A Resolution Authorizing The City Manager To Extend The Lease Option Agreement Between The City Of Oxford And Clean Capital Holdings LLC (Formerly BQ Energy Development, LLC) For Approximately 20 Acres Of The City Owned Closed Municipal Sanitary Landfill Until December 31, 2024. (Douglas R. Elliott, Jr., City Manager)
- F. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Buckeye Fence Builders For The Construction Of The Oxford Dog Park Project For A Total Cost Not To Exceed \$62,000.00. (Casey Wooddell, Parks and Recreation Director)

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 Preliminary Subdivision & Final Subdivision Applications And Plat Of 14.48 Acres In Preparation For A Future Tractor Supply Company Retail Store At 5728 College Corner Pike, Oxford, Ohio 45056, With Conditions. (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. Sep 18	Board of Building Appeals-CANCELED	Courthouse	5:30 p.m.
Sep 24	Board of Zoning Appeals	Courthouse	6:30 p.m.
Sep 26	Police Community Relations & Review Commission	Courthouse	7:00 p.m.
Oct 1	City Council	Courthouse	7:30 p.m.
Oct 2	Environmental Commission	Municipal Building	6:00 p.m.
Oct 8	Planning Commission	Courthouse	7:00 p.m.
Oct 9	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
Oct 10	Oxford Parking & Transportation Advisory Board	Talawanda Middle School	6:00 p.m.
Oct 14	Oxford Recreation Board	Municipal Building	11:30 a.m.
Oct 14	Public Arts Commission of Oxford	Municipal Building	4:15 p.m.
Oct 15	City Council	Courthouse	7:30 p.m.
Oct 16	Board of Building Appeals - CANCELED	Courthouse	5:30 p.m.
Oct 17	City Council Budget Work Session	Courthouse	7:00 p.m.
Oct 22	Board of Zoning Appeals	Courthouse	6:30 p.m.
Nov 5	City Council	Courthouse	7:30 p.m.
9.	Adjourn.		



**MINUTES
OXFORD CITY COUNCIL WORK SESSION
COURTHOUSE
TUESDAY, SEPTEMBER 3, 2024 AT 7:00 PM**

1. Roll Call.

Motion – To Enter Executive Session at 6:31 p.m. O.R.C. 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.

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

AYE # 6

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

NAY # 0

ABS # 0

Motion – To Return from Executive Session at 7:01 p.m. O.R.C. 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.

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

AYE # 6

NAY # 0

ABS # 0

A work session meeting of the Oxford City Council was called to order by Mayor Snavelly on Tuesday, September 3, 2024, at 7:02 p.m. Members in attendance were Amber Franklin, Alex French, Michael Smith, David Prytherch, and Chantel Raghu.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Mr. Geoff Robinson, Police Lieutenant; Mr. Casey Wooddell, Parks and Recreation

Director; Ms. Heidi Ridenour, Finance Director; Mr. Scott Otto, PE, City Engineer; Mr. Ben Mazer, Assistant Law Director; and Ms. Heather Barbour, Clerk of Council.

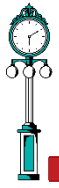
2. Topic

A. Discussion Item - Alley Developments (Sam Perry, Community Development Director)

Mr. Perry began the discussion by presenting the slides in the work session agenda packet (slides also available in minutes). Mr. Perry asked the Council to consider the Council's vision for underdeveloped alley lots in the historic Mile Square of Oxford and what the Council's policy priority was after the end of the moratorium. Mr. Perry asked the Council for guidance on creating the next steps. Mr. Perry addressed questions and comments from the Council. Mayor Snively thanked Mr. Perry for his report and asked staff to work on stormwater issues and location/identity solutions for Fire/EMS.

3. Adjourn.

Motion – To Adjourn at 7:33 pm.
(Voice Vote) 1st Ms. French 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0



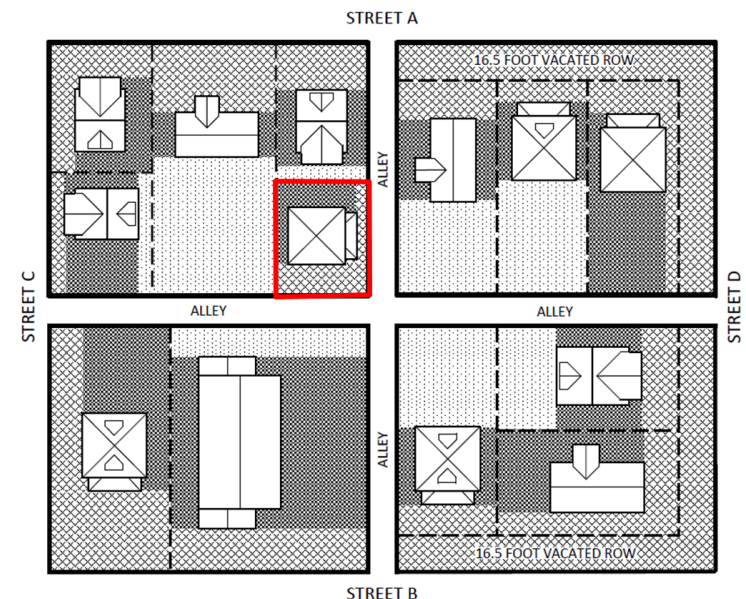
Alley Development

Considerations

Work Session – September 3, 2024

Alley Lot Development Background

- Rear/alley lots were split over one hundred years ago
- The lots began to be recognized as allowed to be built upon
- Until 2017, a regulation regarding the front entrance was in place
- Today there are 49 such lots that could be built upon
- On April 2, 2024, City Council passed resolution #7587, placing a 6-month moratorium on alley development
- What process should alley development be allowed in the future?



Alley Lot Map



Alley Development Moratorium

EXHIBIT A

- Parcel Boundaries
- Areas where Restrictions in Section 3 apply
- Railroads

750
Feet

Date: 3/25/2024
11:11 AM



The City of Oxford does not guarantee the dimensional accuracy of this map. Precise dimensional accuracy should be based upon recorded deeds, plats, or a professional survey.

Related Comprehensive Plan Goals

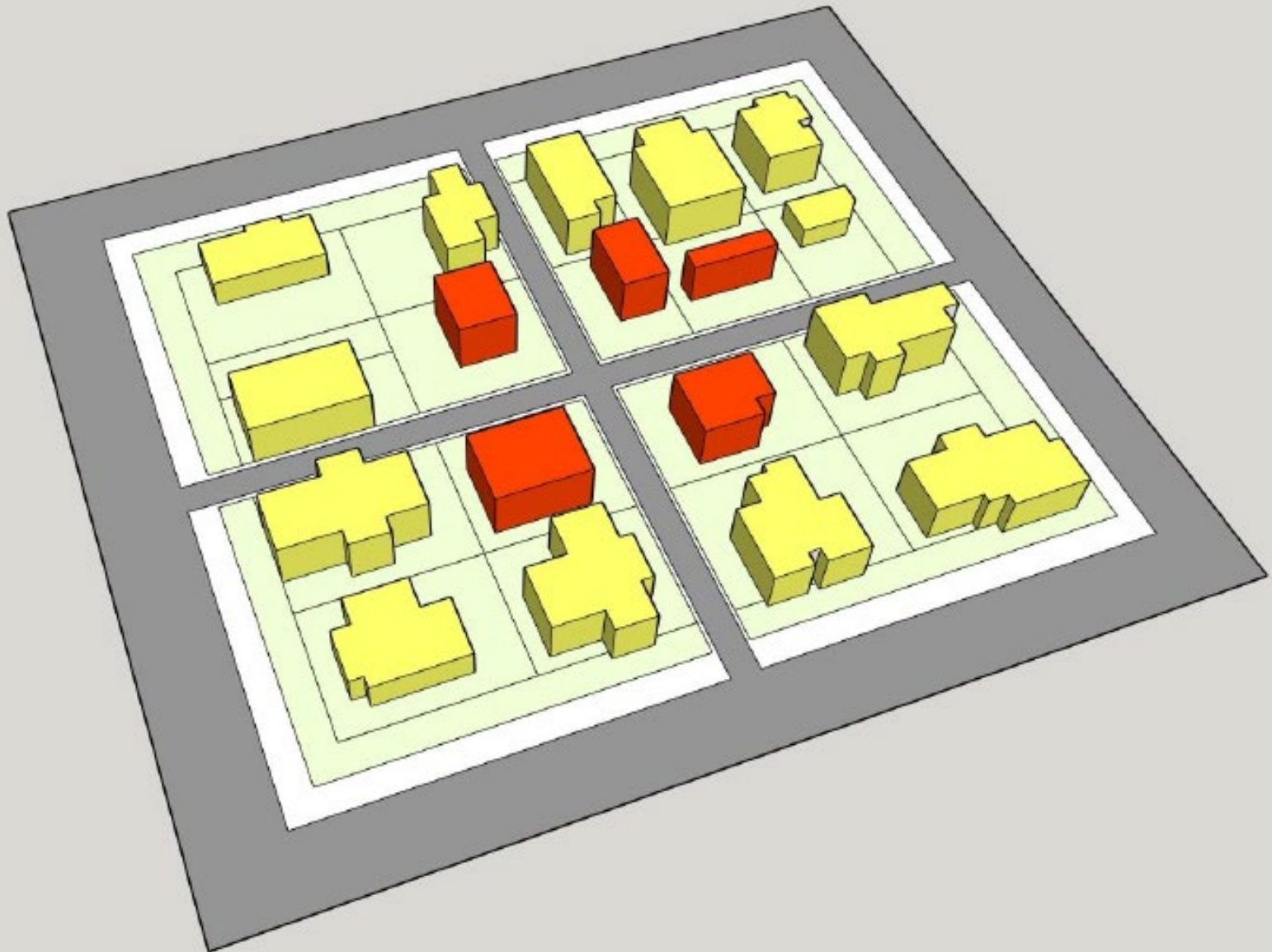
- Quality Development –
 - Connectivity of developments with community services
- Enhanced Character –
 - Unique identity of vibrant college town
- Public Services Excellence – Efficient and effective delivery
 - Police services
 - Fire/EMS services
 - Public Utility and Street services –
 - Street, sidewalks, water, sewer, storm, telecom, electric, gas



Recent Alley Development Examples



Status Quo Policy Outcome



Public Services Challenges Identified

1. Storm Water Management -- (lack of infrastructure)
2. Additional parking demand -- (limited street parking)
3. Emergency services identification -- (behind other houses)
4. Trash and Recycling services -- (storage and access)
5. Emergency and Service vehicle -- (narrow passage and topographic ground clearance)
6. Climate Goals -- (loss of green space)
7. Overhead electric -- (proximity danger)
8. Mile Square Architecture -- (building proportions)
9. Infrastructure safety and access
 1. Lack of street lighting
 2. Lack of gas meter protection
 3. Lack of designated pedestrian path
 4. Lack of alley edge curbing
 5. Underground utility not in alley

Outside Oxford Examples 1



Auxiliary
Alleys



Named **Alley**
"Fort St"

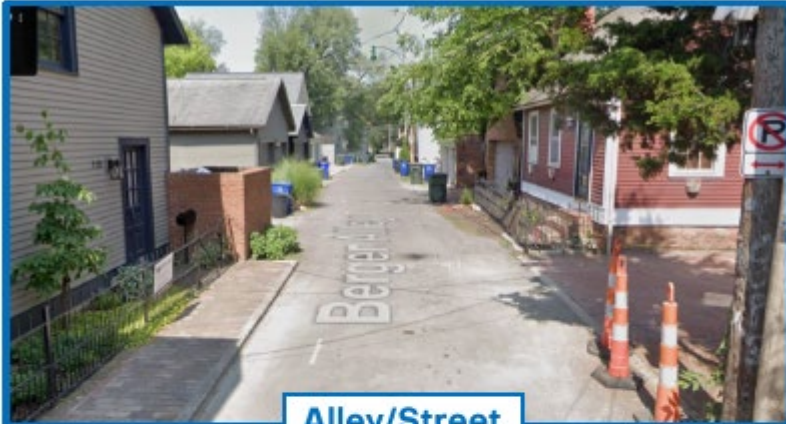


Street

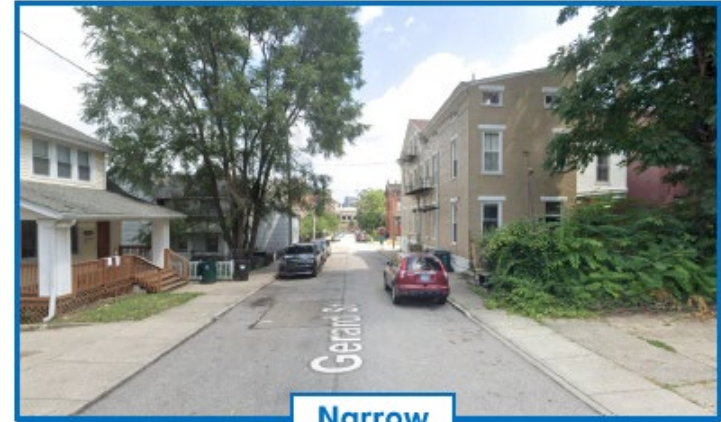
Bowling Green

Athens

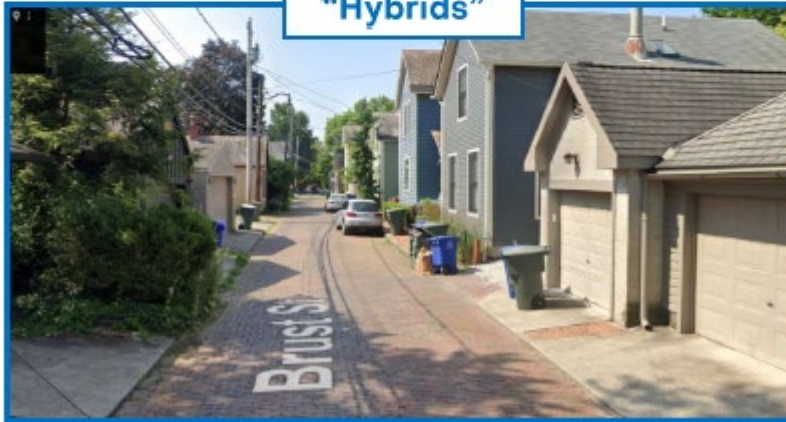
Outside Oxford Examples 2



Alley/Street
"Hybrids"



Narrow
Streets



German Village

Corryville (Cincinnati)

Considerations

A. What is Council's vision for the undeveloped alleys lots in the historic Mile Square of Oxford?

1. Medium-sized alley homes with parking?
2. Small accessory dwelling units with surrounding green space?
3. No buildings in alleys, only traditional green space?
4. Allow them to develop as status quo if legally required to, with minimal impact to public services?

B. What is Council's policy priority after the ending of the moratorium?

1. Re-open alley development opportunity, but with new requirements?
2. Restore previous policy, with no changes to requirements?
3. Re-think alley development potential to address housing shortage or other Council goals?

Next Steps

The moratorium automatically expires October 2, 2024

If Council desires new regulations to address public service challenges, staff will need additional time to develop recommendations.

Staff can place a resolution for moratorium extension on a future regular meeting agenda for discussion and vote.



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, SEPTEMBER 3, 2024 AT 7:30 PM

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1. Roll Call.

A regular meeting of the Oxford City Council was called to order by Mayor Snively on Tuesday, September 3, 2024, at 7:34 p.m. Members in attendance were Amber Franklin, Alex French, Michael Smith, David Prytherch, and Chantel Raghu.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Mr. Geoff Robinson, Police Lieutenant; Mr. Casey Wooddell, Parks and Recreation Director; Ms. Heidi Ridenour, Finance Director; Mr. Scott Otto, PE, City Engineer; 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 Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

4. Public Participation.

A. Proclamation - "National Hispanic Latinx American Heritage Month"

Ms. Cristina Alcalde was in attendance to accept the Proclamation. Ms. Alcalde thanked the Mayor and the City Council and invited everyone to the Celebrating Culture Through Music and Dance Event on September 13, 2024 (flier included in minutes).

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.

Public Comment - Ms. Heidi Ridenour, Liberty, IN - Ms. Ridenour thanked the City Council for the National Hispanic Latinx American Heritage Month Proclamation. Ms. Ridenour shared that she has two granddaughters of Hispanic Latinx American Heritage. Ms. Ridenour mentioned that her granddaughters are learning both Spanish and English. Ms. Ridenour noted that she and her husband have been learning more about the heritage as well and believe bringing both of their families and traditions together is important for the development of their granddaughters and the dynamics of their family.

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 Ms. French
AYE # 6
NAY # 0
ABS # 0

- A. Minutes from the August 20, 2024, City Council Meeting. (Heather Barbour, Clerk of Council)
- B. Right of Way/Park Permit Request ROW00761 - Cub Scout Pack 961 Popcorn Sales MLK Park (Jessica Greene, Assistant City Manager)
- C. Right of Way/Park Permit Request ROW 00749 - Voter Registration MLK Park 2024 (Jessica Greene, Assistant City Manager)
- D. 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 Ridenour, Finance Director)

6. Resolutions.

- A. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into A Contract With Miller Cable Company for the Installation of new Traffic Control Signals at the intersection of Oxford-Reily Road (aka SR732) and Dana Drive At A Total Cost Not To Exceed \$124,300.00. (Scott Otto, PE, City Engineer)

Motion – To Adopt Resolution No. 7629.
(Voice Vote) 1st Mr. Prytherch 2nd Ms. Raghu
AYE # 6
NAY # 0
ABS # 0

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

Public Comment - Ms. Ann Fuehrer, Dana Drive - Ms. Fuehrer spoke in favor of this Resolution. Ms. Fuehrer would like, for yimby, meaning, yes, in my backyard, to be used more frequently in

public discourse. Ms. Fuehrer spoke in support of the development of the OATS Trail and congratulated the City on having gotten this far through phase four. Ms. Fuehrer noted that this will facilitate the safety and use of that phase of the trail. Ms. Fuehrer thanked the Council for their work.

- B. A Resolution Establishing The Amounts And Rates As Determined By The Budget Commission Of Butler County, Ohio, And Authorizing The Necessary Tax Levies And Certifying Them To The County Auditor. (Heidi Ridenour, Finance Director)

Motion – To Adopt Resolution No. 7630.
(Voice Vote) 1st Ms. Raghu 2nd Ms. French
AYE # 6
NAY # 0
ABS # 0

Ms. Ridenour 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

None.

- B. Second Reading

None.

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. Sep 4	Environmental Commission	Municipal Building	7:00 p.m.
Sep 5	Housing Advisory Commission	Municipal Building	5:00 p.m.
Sep 9	Oxford Recreation Board	Municipal Building	11:30 a.m.
Sep 9	Public Arts Commission of Oxford	Municipal Building	4:15 p.m.
Sep 9	City Council CIP Work Session	Courthouse	6:30 p.m.
Sep 10	Planning Commission	Courthouse	7:00 p.m.
Sep 11	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
Sep 12	Police Community Relations & Review Commission	Courthouse	7:00 p.m.
Sep 17	City Council	Courthouse	7:30 p.m.
Sep 24	Board of Zoning Appeals	Courthouse	6:30 p.m.
Oct. 1	City Council	Courthouse	7:30 p.m.

9. Adjourn.

Motion – To Adjourn at 8:13 pm.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 6

NAY # 0
ABS # 0



CELEBRATING CULTURE THROUGH MUSIC AND DANCE

**FRIDAY, SEPTEMBER 13, 5:30 - 8:30 P.M.
SHRIVER CENTER, HERITAGE ROOM**

In honor of Hispanic/Latinx Heritage Month, we invite you to immerse yourself in the rhythmic beats and movements of Latinx dance traditions. This event promises an evening of cultural exploration and energy. Participate in interactive dance sessions where you can learn steps and techniques from The Salsa Center.

Learn Salsa, Bachata, and Samba. You will also experience dance performances from The Salsa Center.

**No experience is necessary—
just bring your enthusiasm!**

REGISTER YOUR ATTENDANCE:



bit.ly/4bfI8JL

All members of our community are welcome to join us at this event. We can't wait to see you there!



MINUTES
OXFORD CITY COUNCIL WORK SESSION
COURTHOUSE
MONDAY, SEPTEMBER 9, 2024 AT 6:30 PM

1. Roll Call.

A work session meeting of the Oxford City Council was called to order by Vice-Mayor Raghu on Monday, September 9, 2024, at 6:34 p.m. Members in attendance were Amber Franklin, Alex French, Jason Bracken, David Prytherch, and Michael Smith arrived at 6:44 p.m. Mayor Snavelly was excused.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Michael Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Mr. Geoff Robinson, Police Lieutenant; Mr. Casey Wooddell, Parks and Recreation Director; Ms. Heidi Ridenour, Finance Director; Ms. Stephanie Gray, Assistant Finance Director; and Ms. Heather Barbour, Clerk of Council.

2. Topic

A. Discussion of Proposed Five-Year Capital Improvement Plan 2025 - 2029

Mr. Elliott began the discussion by presenting a plan of action for purchasing capital equipment and capital projects. Mr. Elliott reviewed capital assets and capital expenditures and proposed capital spending in funds 140 and 141 (equipment and improvements). Mr. Elliott shared his balanced, essential, and sustainable Capital Improvement Plan and will incorporate it into the City Manager's Proposed Budget for 2025. Mr. Elliott continued his presentation (slides included in minutes). Mr. Elliott and City Staff addressed questions and comments from the Council.

3. Adjourn.

Motion – To Adjourn at 7:42 p.m.

(Voice Vote) 1st Mr. Prytherch 2nd Ms. Franklin

AYE # 6

NAY # 0

ABS # 0

CITY OF OXFORD
2025-2029
CAPITAL IMPROVEMENT PROGRAM
WORK SESSION
September 9, 2024



Douglas R. Elliott, Jr.
City Manager

CAPITAL IMPROVEMENT PROGRAM

2025-2029

- Plan of Action for Purchasing Capital Equipment and Constructing Capital Projects
- A Capital Asset is property that has a useful life longer than one year and is of significant value (for City of Oxford over \$5,000). Capital assets include land, infrastructure, buildings, renovations to buildings that increase their value, equipment, vehicles, and other tangible and intangible assets that have useful lives longer than one year.
- A capital expenditure is an outlay that results in or contributes to the acquisition or construction of a capital asset.

CAPITAL IMPROVEMENT PROGRAM 2025-2029

- Proposed Capital Spending in Funds 140 & 141 (Equipment and Improvements) is dependent on General Fund income tax revenue. This revenue source has recovered from the COVID-19 Pandemic and its effect on the economy. General Fund income tax revenue was \$9.4 million in 2019, \$8.6 million in 2020, \$8.9 million in 2021, \$9.5 million in 2022, and \$9.9 million in 2023.
- This proposal is a balanced, essential, and sustainable Capital Improvement Plan for the next five years.
- After reviewing this plan with City Council, I will incorporate the 2025 CIP plan into the City Manager's Proposed Budget for 2025.

Capital Improvement Projects FY 2025



CAPITAL IMPROVEMENT PROGRAM

FY 2025 SUMMARY

- Construction Projects total \$36,657,060 of which \$19,562,000 is Water Improvement Projects (53.4%), \$3,389,989 is General Fund projects, and \$6,612,000 is for Wastewater Projects.
- Capital Equipment total is \$795,368 with \$535,095 from the General Fund, \$86,867 from the Water Fund, and \$91,556 from the Wastewater Fund.

Capital Improvement Projects FY 2025

- Aquatic Center (constructed in 2019) Maintenance \$25,000
- Skate/Bike Facility \$300,000*
- Fire Station Roof Repair/Replacement & Restroom Update \$150,000
- Generator for Police Station \$125,000*
- Uptown Public Restroom \$213,000*
- Oxford Area Trail System Phase V \$6,638,071*
- New Sidewalk NE Corner Locust/Spring & Locust/Brookview \$372,000*
- PACO Project Locust Street Art Wall \$50,000*
- Municipal Buildings Courthouse Improvements \$70,000

Capital Improvement Projects FY 2025

- Parking Garage Improvements \$15,000
- Storm Sewer Infrastructure \$50,000
- EV Charging Stations \$905,489*
- Uptown Water Garden (Fountain) Replacement \$335,000*
- City Garage Parking Lot \$150,000
- Parking Garage Alley Wall \$14,500
- Street Resurfacing and Repairs \$600,000
- Bicycle & Pedestrian Safety \$50,000

Capital Improvement Projects FY 2025

- Maintenance Crack Sealing City Streets \$50,000
- Sidewalk Curb and Gutter Improvements \$25,000
- Uptown District Pear Trees Replacement \$30,000*
- Emerald Ash Borer Response \$25,000

Capital Improvement Projects FY 2025

- Landfill Ground Water Monitoring Wells \$50,000
- Closed Landfill Methane Emissions Reduction \$10,000

Capital Improvement Projects

FY 2025

- Replace Existing 4" Cast Iron Water Main, Ardmore from S. Campus to E Chestnut \$250,000
- Water System Improvements \$100,000
- Lead Service Line Replacements \$100,000
- Continue Hydrant Restorations \$25,000

Capital Improvement Projects FY 2025

- West Booster Station SCADA Improvements \$30,000
- Water Treatment Plant Improvements \$18,935,000*
- Water Treatment Plant & Distribution Building Repair and Painting \$20,000
- Clean and Redevelop Vertical Water Well \$55,000
- Meter System Upgrade 50% (5 Yr. Total \$365,000) \$47,000

Capital Improvement Projects FY 2025

- Biotower Media Replacement \$5,700,000*
- Replace SCADA System \$200,000
- Phosphorus Removal \$500,000
- Roof Replacement \$20,000
- South Beech Sanitary Sewer Repair \$25,000
- Meter System Upgrade 50% (5 Yr. Total \$365,000) \$47,000
- Sanitary Sewer System Improvements \$100,000
- Sanitary Sewer Relining \$20,000

Capital Improvement Projects FY 2025

- Storm Sewer Improvements \$20,000
- Storm Water Catch Basin Maintenance \$10,000
- Sidewalk Improvements (Assessments) \$200,000

- GRAND TOTAL ALL CAPITAL IMPROVEMENT PROJECTS \$36,457,060

(Water Treatment Plant & Distribution Improvements 53.7% and OAT Phase V 18.2 % of Grand Total for a combined Grand Total of 71.9%)

Capital Equipment Plan FY 2025

- Replace Fire/EMS Vehicle Mobile Radios \$51,850
- Police Tablet Replacement (10) \$30,000
- Cruiser Replacement (2) \$144,000

Capital Equipment Plan FY 2025

- Replacement of Truck 2004-14 Ford Ranger \$50,000
- Replacement of City Playgrounds \$100,000*
- Athletic Fields, Playground and Facility Repairs \$25,000
- MIS Technology Replacement (allocated) \$20,000 Total
- MIS Server Infrastructure Upgrades (allocated) \$15,000 Total
- MIS WWTP Add & Upgrade Fiber (allocated) \$6,000 Total

Capital Equipment Plan FY 2025

- Schneider GIS Permit Processing \$51,828
- Replace 800 mHz Portable Radios (allocated) \$47,667 each Capital, Water, and Wastewater Equipment \$143,000 Total

Capital Equipment Plan FY 2025

- Replacement of OCP 2004 John Deere Gator \$16,000
- Replacement of 2009 Traffic Paint Machine \$16,000
- Replacement 2003 Ford Ranger #2003-25 \$50,000

Capital Equipment Plan FY 2025

- Vulnerability Security Assessment Mitigation Items \$20,000
- Replace Hydraulic Power Unit \$11,000

Capital Equipment Plan FY 2025

- Repair Overhead Garage Door \$5,000
- Flow Meter for Gravity Belt Thickener \$7,000
- City Water Pump Station Improvements \$6,000
- UV Lamp Replacement Project \$17,690
- GRAND TOTAL FOR CAPITAL EQUIPMENT \$795,368

Capital Improvement Plan FY 2025

TOTAL FOR CAPITAL IMPROVEMENT PROJECTS \$36,657,060

TOTAL FOR CAPITAL EQUIPMENT \$795,368

GRAND TOTAL FOR FY 2024 CAPITAL IMPROVEMENT PLAN \$37,452,428

Other Major (Over \$1 Million) Capital Outlays FY'S 2026-2029

- Municipal Bldg./Courthouse Improvements in 2026 \$3.0 million
- Amtrak Rail Platform in 2026 \$2.7 million*
- OAT Phase VI in 2027 & 2028 \$8 million total*
- New Raw Water Well #9 in 2029 \$1 million
- Repair Concrete Primary Tanks and Misc. Equipment in 2026 \$2.5 million
- Replace 2005 Fire/EMS Div. Aerial Ladder in 2027 \$2.25 million

Preliminary Evaluation of Municipal Facilities For Solar Completed by Power Clean Future Ohio

Facilities ordered by greatest lifetime savings to smallest lifetime savings

		Capital Cost	Net Cost	Lifetime Savings	20 Yr. ROI	Annual Energy Reduction
•	Water Treatment Plant	GM	\$456,394	\$255,922	\$581,996	\$326,074 17%
•	Seven Mile Well Field	GM	\$365,812	\$205,128	\$364,978	\$159,850 63%
•	WW Treatment Plant	RT	\$236,907	\$132,845	\$302,168	\$169,324 6%
•	PW 1 at LHP	GM	\$178,155	\$99,900	\$129,295	\$29,395 60%
•	Aquatic Center	RT	\$93,037	\$52,170	\$92,701	\$40,531 43%
•	Municipal Building	RT	\$141,534	\$79,365	\$90,127	\$10,762 72%
•	Fire House	RT	\$137,575	\$77,145	\$78,250	\$1,105 85%
•	Senior Center	RT	\$85,119	\$47,730	\$62,357	\$14,627 56%
•	Court House	RT	\$58,197	\$32,634	\$45,078	\$12,444 39%
•	Main Barn	RT	\$54,436	\$30,525	\$41,628	\$11,103 47%
•	Police Station	RT	\$39,194	\$21,978	\$36,679	\$14,701 8%
•	Total		\$1,846,359	\$1,035,341	\$1,825,256	\$789,914 45%

Capital Improvement Plan FY 2025

QUESTIONS?



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:	9/10/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Report Regarding the September 4, 2024, Environmental Commission Meeting. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	A Sustainable Oxford
BUDGETED AMOUNT:	0
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:

Environmental Commission members present were Jon Ralinovsky, Peggy Branstrator, Anna Abey, and Jim Vinch. A quorum was present. The staff liaison was Reena Murphy.

Motion to approve the agenda: Ms. Branstrator

2nd: Ms. Abey

Vote: Unanimous approval

Motion to approve the minutes: Mr. Ralinovsky 2nd: Ms. Branstrator

Vote: unanimous approval

Discussion

Mr. Ralinovsky shared about the Rumpke and Go Zero tour experiences. Ms. Branstrator expressed skepticism of the Hefty ReNew program and Mr. Ralinovsky shared how the bags are separated from the curbside recyclable materials at the Material Recovery Facility (MRF). Mr. Ralinovsky also shared that Rumpke is exploring food scrap collection services. Ms. Raghu organized the Rumpke tour and Mr. Ralinovsky, Ms. Murphy, and other community members attended.

The Go Zero tour showed the Zanesfield and Wauseon locations. The Zanesfield location is not currently operational. The Wauseon facility is located on the Andre Family Farms and utilizes wind rows to compost. The facility accepts food scraps, agricultural waste, and food from

suppliers that are unfit for human consumption (i.e. damaged cans, spoiled food, etc.). Mr. Ralinovsky, Ms. Abey, and Ms. Murphy all attended the Go Zero Tour.

Staff provided an update on the projects proposed through the Recycle Ohio Grant. The grant has two subcategories: special venue recycling and education and outreach. Special venue funding was used to contract with Zero Waste Event Productions LLC for the Eclipse Festival and purchase the new waste stations, tents, and flags. The education and outreach funding has been used to create and boost social media graphics and will be used for direct mailers, bin distribution, and educational videos in the future. During our discussion of recycling, Mr. Vinch asked about multi-family housing and a potential requirement for recycling. Ms. Abey provided a summary of the Professional Service Project through the Institute of the Environment and Sustainability, as she was on the project team. She shared that multi-family requirements are difficult to implement legally and that many apartment complexes have tried to offer recycling, but the contamination rate was too high to continue it. Ms. Abey noted that an education campaign was the #1 recommendation from the project team, to address contamination issues before exploring requirements. Staff shared that the PSP report was utilized as the basis for the education campaign being funded through the Recycle Ohio Grant.

Staff shared that staff and Council are exploring new approaches to the Deer Management Program. Example approaches include: • Dividing each hunting location in Oxford into separate hunting periods • Having multiple shorter hunting periods • Prioritizing hunters who have harvested a deer for permitting in following years Staff also shared that Miami University's Institute for the Environment and Sustainability and the

City of Oxford will be supporting a Campus Climate Action Corp (CCAC) program through Campus Compact and Americorp. The goal is to hire two part time CCAC members who will focus on ecological services, residential energy audits, and residential energy education.

No updates from Council or Planning Commission. OPTAB, has two upcoming public events: Community Bike Ride with Tri-State Trails: Sept. 19th, 3:30pm, starting at Talawanda High School. Planning Meeting for the NW Arc of the Trails: October 10th, 6pm, Talawanda Middle School. OCASC will have another Energy Efficiency Fair on October 23rd, location TBD. Ms. Branstrator also shared that she will be doing solar tours during the first weekend in October with the American Solar Society.

Motion to adjourn: Ms. Branstrator

2nd: Mr. Vinch

Vote: Unanimous approval

The committee adjourned at 7:51pm. The next meeting will be October 2nd, 2024 at 7pm.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	9/3/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	Uptown Park Permit Request ROW 00764 - Ox-Wee Fundraiser Bake Sale (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE JG

DISCUSSION:

The members of Ox-Wee will be raising money to send the school of Ot-Wee to Uganda.

Uptown Park Permit Request

ROW 00764

Ox-Wee Fundraiser Bake Sale

APPROVED

See stipulations below

Friday - Sept 20, 2024
Memorial Park 11pm - 2am



Uptown Parks Permit Request

Memorial Park & Martin Luther King Jr. Park

* Organization Name

Organization Phone

Ox-Wee

6143256285

* Organization Mailing Address

Are you a non-profit?

607 E Chestnut Street

. . .

* Contact's First Name

* Contact's Last Name

Elijah

Thorpe

Contact's Phone

* Email

6143256285

thorpeeg@miamioh.edu

* Contact's Mailing Address

607 E Chestnut Street

. . .

Which park(s) are you requesting? Select all that apply.

- ☐ Memorial Park (East Park Place & North Main Street - Pavilion)
☒ Martin Luther King Jr. Park (West Park Place & North Main Street - Fountain)

* Name of the Event

Ox-Wee Fundraiser

Projected Attendance

Date Requested

02/24/2024

Format: MM/DD/YYYY

Has this event been held previously?

Event Start Time & End Time

No

10pm-2am

Set Up Time Range

Tear Down Time Range

10-20min

10-20min

Event Description

The members of Ox-Wee will be raising money to send the school of Ot-Wee in Uganda.

* * *

Do you need reserved parking?

Are you requesting a road closure for this event?

No

No

Will there be portable heaters/fire pits?

Will tents, tables and/or chairs be used?

No

Tables

Will you need police officers for this event? Depending on the event, this may be required.

Will you be renting portable restrooms for this event? (if yes, we recommend renting ADA compliant portable restrooms)

No

No

Will you need electricity?

Will you be bringing a sound system and/or technician?

Yes

No

Will alcohol, food, services and/or other items be sold?

If yes to alcohol, food or service, please explain briefly.

Yes

Baked goods and other such items will be distributed to those who make a donation.

Will you be exiting the park during the event? (i.e. for a race/run)

No

Any other information that you would like to share?

N/A

Please attach a site map sketch for this event, if possible.

Choose File No file chosen

Please attach the route map, if applicable (for parades, runs, etc...)

Choose File No file chosen

* Event Details Accuracy Acknowledgement

☒ By checking this box, I acknowledge that all of the event details, as listed above, are accurate.

[Click here to read the Stipulations & Fees and then acknowledge below.](#)

* Event Stipulations & Fees Acknowledgement

☒ By checking this box, I acknowledge that I have reviewed the stipulations and estimated cost for the event and agree to compensate the City for services rendered as specified in the final invoice. If the event runs past the stated end time and/or the stipulations are not adhered to, I understand that additional charges will accrue and agree to compensate the City accordingly.

Indemnification Clause: The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and

Miami University Exempted

may occur while
all claims and
udes all liabilities,

* Indemnification Clause Acknowledgement

☒ By checking this box, I acknowledge that I have reviewed the indemnification clause above.

* Today's Date

~~09/01/2024~~ Sept 3, 2024

Format: MM/DD/YYYY

* Electronic Signature

Elijah Thorpe

If approved, you will receive an approved permit. If an invoice is required, it will also be sent with the approved permit. Invoice payment is due prior to the event.

If you have any questions, reach out to John Buchholz at (513) 839-4781 or jbuchholz@cityofoxford.org.



The members of Ox-Wee will be raising money to send the school of Ot-Wee in Uganda. Baked goods and other such items will be distributed to those who make a donation.

Area shall be cleaned at the end of each day

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

Uptown Public Parks Permit - Internal

Event Name Ox-Wee Fundraiser **Event Date** Sep 20 2024
Event Time 11am - 2pm **Set Up Time** _____ **Tear Down Time** _____
Contact Name Elija Thorpe **Contact Phone** 614-325-6285
Contact E-mail thorpeg@miamioh.edu

Event Description The members of Ox-Wee will be raising money to send the school of Ot-Wee in Uganda.

Areas Utilized Side of stage in Memorial Park **Maps Attached?** Y ☒ N ☐

Police Officers	Y	☐	N	☐
Meter Rental?	Y	☐	N	☐
Street Closure	Y	☐	N	☐
Service Personnel	Y	☐	N	☐
Trash Boxes	Y	☐	N	☐
Food For Sale	Y	☐	N	☐
Alcohol For Sale	Y	☐	N	☐
Electric Service	Y	☒	N	☐
Insurance Required	Y	☐	N	☐
Portable Restrooms	Y	☐	N	☐
Bringing Sound System	Y	☐	N	☐
Live Animals Present	Y	☐	N	☐
Other				

How Many _____ **Time Range** _____

List Meter Numbers _____

Attached Map or Route? Y ☐ N ☐

How Many _____ **Time Range** _____

How Many _____

Permit Number _____

Permit Number _____

Details Will use 20a circuit on green box

Details _____

Details _____

Details _____

Details _____

Department Approval

Police Department	Y	☐	N	☐
Fire Department	Y	☐	N	☐
Service Department	Y	☒	N	☐
Recreation Department	Y	☐	N	☐
City Manager Department	Y	☒	N	☐

Date _____

Date _____

Date Sep 4, 2024

Date _____

Date Sep 4, 2024

Event Approved Y ☒ N ☐

Signature Jessica Greene, Asst. City Manager

Documents Attached

Invoice ☐

Original Application ☒

Stipulations & Fees ☒

Uptown Parks Stipulation & Fees

Memorial Park & Martin Luther King Jr. Park

Applicants should allow a minimum of five business days for the request to be processed from the time it is submitted to City Officials. *Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests (over 500 people) shall be submitted no less than sixty (60) days in advance of the event.*

1. Large events (estimated at over 500 people), including all concerts and performances, will require additional approval by City Departments.
2. Events exceeding 2 consecutive days or repeat events of 2 or more sessions will require City Council approval.
3. At least one legally responsible adult must sign the request.
4. The usage may not discriminate against a given class of people.
5. All ordinances that regulate noise shall be observed, unless a variance is requested and approved.
6. The applicant is responsible for cleanup and removal of litter & trash immediately after the event. Failure to clean up may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
7. Safety staffing levels will be determined by the Oxford Police Department and the applicant may be required to hire police officers.
8. All special conditions specified by department heads must be complied with. Fees will be assessed for special services.
9. No markings may be made on streets or sidewalks within the public right-of-way.
10. No motor vehicles may be parked within the area of the park or on any sidewalk.
11. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
12. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
13. No structure shall be defaced and no structure shall be erected within four feet of the base of a tree or shrub.
14. No nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park. This includes sign or flag frames, posts, spikes, etc... Applicant is financially responsible for damages to parks and infrastructure.
15. If alcohol will be sold at the event, you must obtain F2 permit from the Ohio Department of Commerce, Division of Liquor Control and obtain approval from either City Council or the City Manager.

- a. Note: Event participants may use Oxford's year-round Designated Outdoor Refreshment Area (DORA). No permit is required for DORA usage, but please follow DORA rules.
16. Food for sale is allowed at events hosted by a nonprofit or charitable community organization. Food trucks or tents must have a mobile food unit license or a temporary food license through the Butler County Board of Health.
17. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with banner installation, live animals or inflated play structures with a minimum of \$1M coverage. Insurance for other events may be required and reviewed on a case by case basis.
18. The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of O;
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- Miami University Exempted
- related to the use, occupancy or possession of the City or property. Damages includes all liabilities, costs, losses, fines, penalties, claims suits, actions, costs and expenses.

729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED. No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council. (Ord. 3211. Passed 3-19-13.)

<u>Parking</u>	
No Parking Sign	\$1/each
Metered Parking (less than 4 hours)	\$6/each
Metered Parking (4 or more hours)	\$12/each
<u>Personnel</u>	
First Police Officer	\$55 per hour
Additional Officer (s)	\$55 per hour
Police Supervisor (required for each 4 Police Officers)	\$65 per hour
Police Command Officer (required for two squads of five Officers)	\$75 per hour

Street Department Personnel Electrician	\$30/hour \$120 plus materials
<u>Road Closure</u> Main Street US 27 Detour **includes labor	\$150** \$150**
<u>Sports Fields/Gazebo</u> Contact Oxford Parks & Recreation Department at 513-523-6314	



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	9/3/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	Uptown Park Permit Request ROW 00765 - MEDLIFE Quesadilla Fundraiser (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE JG

DISCUSSION:

Miami MEDLIFE is planning a fundraiser where quesadillas will be given out free of charge, and their club will accept donations. Miami MEDLIFE intends to set up a table in Memorial Park with 2–3 people working the table at a time.

Uptown Park Permit Request

ROW 00765

Friday, Sept 27, 2024

MEDLIFE Quesadilla Fundraiser

South side of Memorial Park
stage

Sept 27, 2024

APPROVED

See stipulations below

Assigned To: Ashley Keeton

Due Date: Open



Uptown Parks Permit Request

Memorial Park & Martin Luther King Jr. Park

* Organization Name

Miami MEDLIFE

Organization Phone

(513) 529-1809

* Organization Mailing Address

501 E High St, Oxford, OH 45056

Are you a non-profit?

yes

. . .

* Contact's First Name

Luke

* Contact's Last Name

Wardrip

Contact's Phone

6144204571

* Email

wardrilw@miamioh.edu

* Contact's Mailing Address

601 S Oak St, Oxford, OH 45056

. . .

Which park(s) are you requesting? Select all that apply.

- ☒ Memorial Park (East Park Place & North Main Street - Pavilion)
☐ Martin Luther King Jr. Park (West Park Place & North Main Street - Fountain)

* Name of the Event

Miami MEDLIFE Quesadilla Fundraiser

Projected Attendance

100

Date Requested

~~XXXXXX~~ Sept 27, 2024

Format: MM/DD/YYYY

Has this event been held previously?

Yes

Event Start Time & End Time

10:00 pm - 2:00 am

Set Up Time Range

10:00 - 10:15 pm

Tear Down Time Range

1:45 - 2:00 am

Event Description

Our organization is planning a fundraiser where we give out quesadillas for free and take donations for our club. We plan on having a table set up in Memorial Park with around 2-3 people working the table at a time.

. . .

Do you need reserved parking?

No

Are you requesting a road closure for this event?

No

Will there be portable heaters/fire pits?

No

Will tents, tables and/or chairs be used?

Yes

Will you need police officers for this event? Depending on the event, this may be required.

No

Will you be renting portable restrooms for this event? (if yes, we recommend renting ADA compliant portable restrooms)

No

Will you need electricity?

Yes

Will you be bringing a sound system and/or technician?

Yes

Will alcohol, food, services and/or other items be sold?

~~XX~~ Quesadillas

If yes to alcohol, food or service, please explain briefly.

Will you be exiting the park during the event? (i.e. for a race/run)

No

Any other information that you would like to share?

Please attach a site map sketch for this event, if possible.

Choose File No file chosen

Please attach the route map, if applicable (for parades, runs, etc...)

Choose File No file chosen

* Event Details Accuracy Acknowledgement

☒ By checking this box, I acknowledge that all of the event details, as listed above, are accurate.

[Click here to read the Stipulations & Fees and then acknowledge below.](#)

* Event Stipulations & Fees Acknowledgement

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Indemnification Clause: The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and

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Miami University Exempted

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claims and
s all liabilities,

* Indemnification Clause Acknowledgement

☒ By checking this box, I acknowledge that I have reviewed the indemnification clause above.

* Today's Date

03/10/2024

Format: MM/DD/YYYY

* Electronic Signature

Luke Wardrip

If approved, you will receive an approved permit. If an invoice is required, it will also be sent with the approved permit. Invoice payment is due prior to the event.

If you have any questions, reach out to John Buchholz at (513) 839-4781 or jbuchholz@cityofoxford.org.



Our organization is planning a fundraiser where we give out quesadillas for free and take donations for our club. We plan on having a table set up in Memorial Park with around 2-3 people working the table at a time.

Area shall be cleaned at the end of each day

It is PROHIBITED to insert anything into the ground within any park due to the irrigation system

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

Uptown Parks Stipulation & Fees

Memorial Park & Martin Luther King Jr. Park

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18. The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and employees from and against all suits or claims that may be based

Miami University Exempted

all liabilities, costs, losses, fines, penalties, claims suits, actions, costs and expenses.

729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED. No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council. (Ord. 3211. Passed 3-19-13.)

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Additional Officer (s)	\$55 per hour
Police Supervisor (required for each 4 Police Officers)	\$65 per hour
Police Command Officer (required for two squads of five Officers)	\$75 per hour

Street Department Personnel Electrician	\$30/hour \$120 plus materials
<u>Road Closure</u> Main Street US 27 Detour **includes labor	\$150** \$150**
<u>Sports Fields/Gazebo</u> Contact Oxford Parks & Recreation Department at 513-523-6314	



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	8/29/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Determining The Total Cost Of The Assessment By Lot, Authorizing The List Of Assessments By Lot To Be Filed With The Clerk Of City Council And Ordering The Same Be Opened For Public Inspection And Authorizing The Clerk Of City Council To Publish Notice In A Newspaper Of General Circulation That The List Of Assessments By Lot Is Available For Public Inspection. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE MBD

DISCUSSION:

On February 6, 2024, the Oxford City Council passed Resolution No. 7566 declaring the necessity to improve portions of certain properties on multiple streets in the City of Oxford. An exhibit with this Resolution identified properties that required improvement to the property's curb, gutter, sidewalk and/or driveway apron in the Right of Way (ROW).

On June 4, 2024, the Oxford City Council passed Resolution No 7610 authorizing a construction contract with Hendy, Inc. for the removal and replacement of substandard curb, gutter, sidewalk, and driveways. Hendy, Inc. has completed all work necessary associated with this contract.

Since receiving notice of the City's intention to move forward with improvements, several property owners elected to have the work done under their own control and at their own cost. Seventy-three properties elected to have the City construct the required improvements. Per Ohio Revised Code 729.07,

the attached Exhibit “A” details the actual costs incurred by the City for each property electing improvements via special assessment on their property taxes.

Upon approval of this Resolution, these costs will be filed with the Clerk of Council for public inspection. The City will also publish a notice weekly, for three consecutive weeks, in the *Journal News* detailing the parcels involved and the actual costs of the work performed as required by the Ohio Revised Code. The City will also send a letter, by regular US Mail, to the property owners notifying them of the actual costs for their parcel, and their options for payment. If an owner objects to the assessment, they must file their objection, in writing, with the Clerk of Council within two weeks after the expiration of the notice.

The City Council will have the opportunity to review any objection and then consider adopting an Ordinance levying the costs of improvement upon the parcels as detailed in Exhibit “A”. The Ordinance must detail the number of annual installments, in this case five (5), with the City assessed interest on deferred payments at a rate of 5%. The owner may also pay cash for the assessment within 30 days after passage of the Assessing Ordinance.

Staff recommends Council authorize the Clerk to make said assessment costs available for the public inspection, and to publish such weekly in the *Journal News* for a period of three consecutive weeks. The Clerk shall then report to the Council any objections to the assessments that may be received prior to an assessment authorizing Ordinance.

RESOLUTION NO.

A RESOLUTION DETERMINING THE TOTAL COST OF THE ASSESSMENT BY LOT, AUTHORIZING THE LIST OF ASSESSMENTS BY LOT TO BE FILED WITH THE CLERK OF CITY COUNCIL AND ORDERING THE SAME BE OPENED FOR PUBLIC INSPECTION AND AUTHORIZING THE CLERK OF CITY COUNCIL TO PUBLISH NOTICE IN A NEWSPAPER OF GENERAL CIRCULATION THAT THE LIST OF ASSESSMENTS BY LOT IS AVAILABLE FOR PUBLIC INSPECTION.

WHEREAS, Pursuant to Ohio Revised Code 729.07, the City of Oxford Clerk of Council has reported to the Oxford City Council that the final cost of construction and repair of sidewalks, curbs, and gutters was \$133,213.20; and

WHEREAS, Pursuant to Ohio Rev. Code 729.07, Oxford City Council authorized the creation of a list of estimated assessments ("Exhibit A"), which includes the total cost of construction, repair or installation to each lot or land abutting such construction, repair or installation.

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

SECTION I: Pursuant to Ohio Rev. Code 729.07, Council authorizes Exhibit A to be filed with the Clerk of Council and be made available for public inspection.

SECTION 2: Pursuant to Ohio Rev. Code 729.08, Council authorizes the Clerk of Council to publish a notice in the *Journal News* for three (3) consecutive weeks stating that Exhibit A is on file with the Clerk of Council and is available for public inspection. The notice shall further state that any person who objects to an assessment listed on Exhibit A must file his/her objections in writing with the Oxford Clerk of Council within two (2) weeks after the expiration of the notice.

SECTION 3: Pursuant to Ohio Rev. Code 729.09, the Clerk of Council shall deliver any written objections to City Council for review, and City Council will adopt an ordinance levying upon the lots and lands listed in Exhibit A the final assessment amounts with such changes or corrections, as Council deems proper. The ordinance shall state that the assessments are payable over no more than five (5) annual installments, with interest on deferred payments at the rate of 5%. The ordinance shall also state that assessments may be paid in full in cash within 30 days after the passage of the ordinance.

SECTION 4: This Resolution 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)

Address	Direction	Street Name	Property Owner	Mailing Address	Parcel #	ACTUAL LINEAL FT CURB	ACTUAL SQUARE FT SIDEWALK	ACTUAL SQUARE FT SIDEWALK THRU DRIVEWAY
N CAMPUS AVE								
119	N	CAMPUS AVE	RODBRO & RODBRO INVESTMENTS LLC	RODBRO & RODBRO INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100006000005	35	100	0
207	N	CAMPUS AVE	207 N CAMPUS LLC	207 N CAMPUS LLC %MIAMI REDHAWK INVESTMENT LLC PO BOX 91 WEST CHESTER OH 45069	H4100006000191	4.5	0	0
217	N	CAMPUS AVE	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100006000012	5	80	0
307	N	CAMPUS AVE	NRPR MANAGEMENT LTD	NRPR MANAGEMENT LTD 10342 TOWNLEY CT AURORA OH 44202	H4100006000019	13	0	0
321	N	CAMPUS AVE	KAUFMAN MILLER RENTALS LLC	KAUFMAN MILLER RENTALS LLC 4721 RIGGS RD OXFORD OH 45056	H4000006000025	10	0	0
324	N	CAMPUS AVE	BLACKBURN ROBERT L TR	ROBERT L BLACKBURN TR 4368 KEHR RD OXFORD OH 45056	H4100007000204	27	10	0
320	N	CAMPUS AVE	MILE SQUARE PRESERVATION LLC	MILE SQUARE PRESERVATION LLC 21 N POPLAR ST OXFORD OH 45056	H4100007000203	0	125	0
124		WILLOW LN	RODBRO & RODBRO INVESTMENTS LLC	RODBRO & RODBRO INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100007000229	0	32	0
130	E	VINE ST	SMELLEK LLC	SMELLEK LLC 8747 MOUNT HOPE RD HARRISON OH 45030	H4100007000191	0	122.5	55
218	N	CAMPUS AVE	218 N CAMPUS LLC	218 N CAMPUS LLC %MIAMI REDHAWK INVESTMENT LLC PO BOX 91 WEST CHESTER OH 45069	H4100007000190	25	50	0
214	N	CAMPUS AVE	VAN WINKLE THAD & RENEE	THAD AND RENEE VAN WINKLE 15198 WASHINGTON AVE NE BAINBRIDGE IS WA 98110	H4100007000189	5	25	0
110	N	CAMPUS AVE	CONROY OXFORD PROPERTIES LLC	CONROY OXFORD PROPERTIES LLC 1844 FORESTVIEW CT CINCINNATI OH 45233	H4100007000177	10	0	0

211	N	CAMPUS AVE	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100006000011	26	0	0
N POPLAR ST								
110	E	HIGH ST	110 HIGH STREET LLC	110 HIGH STREET LLC 185 VARICK ST STE 305 NEW YORK NY 10014	H4100003000173	17	22.5	0
17	N	POPLAR ST	MILE SQUARE PRESERVATION LLC	MILE SQUARE PRESERVATION LLC 21 N POPLAR ST OXFORD OH 45056	H4100007000166	14	36	0
215	N	POPLAR ST	RODBRO & MEYERS INVESTMENTS LLC	RODBRO & MEYERS INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4000007000149	37	25	0
301	N	POPLAR ST	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100007000145	52.5	100	0
303 & 305	N	POPLAR ST	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056	H4100007000213	30.5	88	0
321	N	POPLAR ST	BLACKBURN ROBERT L TR	ROBERT L BLACKBURN TR 4368 KEHR RD OXFORD OH 45056	H4100007000139	30.5	116	0
26		WOODRUFF CT	MORENO ERIKA & RUBEN	ERIKA & RUBEN MORENO 26 WOODRUFF CT OXFORD OH 45056	H4100007000210	6	0	0
18		WOODRUFF CT	THREE SONS RENTALS LLC	THREE SONS RENTALS LLC 1019 MILHAVEN DR ROSWELL GA 30076	H4000007000133	15.5	0	0
23		WOODRUFF CT	PJ KELLEMS CONSULTING LLC	P J KELLEMS CONSULTING LLC 8747 MT HOPE RD HARRISON OH 45030	H4100007000235	13	0	0
33 304		WOODRUFF CT N POPLAR	SMELLEK LLC	SMELLEK LLC 8747 MOUNT HOPE RD HARRISON OH 45030	H4100007000236	36	0	0
218 & 222	N	POPLAR ST	UNIVERSITY HOUSING APARTMENTS INC	UNIVERSITY HOUSING APARTMENTS INC 116 E HIGH ST OXFORD OH 45057	H4100007000125	4	52.5	0
36	E	HIGH ST	36 EAST HIGH STREET LLC	36 EAST HIGH STREET LLC 185 VARICK ST NEW YORK NY 10014	H4100003000167	70.5	0	0
CHURCH ST								

102		TALLAWANDA RD	PALLAS ATHENA HOLDINGS	PALLAS ATHENA HOLDINGS 2 S CAMPUS AVE OXFORD OH 45056	H4100006000173	83.5	0	0
410	E	CHURCH ST	DODD HALL INC	DODD HALL INC C/O DAN SIMILE JR 8933 FILIZ LN POWELL OH 43065	H4000006000167 H4000006000168	75.5	0	0
310	E	CHURCH ST	CROWN ISLAND PROPERTIES LLC	CROWN ISLAND PROPERTIES LLC 475 CRESTONE CT LOVELAND CO 80537	H4100006000062	0	152.5	0
308	E	CHURCH ST	CROWN ISLAND PROPERTIES LLC	CROWN ISLAND PROPERTIES LLC 475 CRESTONE CT LOVELAND CO 80538	H4100006000061	10	202.5	0
126	E	CHURCH ST	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056	H4100007000173	110	97.5	0
116	E	CHURCH ST	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4000007000174	0	287.5	0
114	E	CHURCH ST	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45057	H4000007000161	10	87.5	0
PKG LOT E of 32 W Church St	W	CHURCH ST	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056	H4100007000024	0	80	0
32	W	CHURCH ST	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4000007000025	0	235	0
116	W	CHURCH ST	HOELZER/HOELZER RENTALS INC	HOELZER/HOELZER RENTALS INC 116 E HIGH ST OXFORD OH 45056	H4100008000185	20	0	0
200	W	CHURCH ST	CALISTA ENTERPRISES LLC	CALISTA ENTERPRISES LLC 116 E HIGH ST OXFORD OH 45056	H4100008000248	21	0	0
314	W	CHURCH ST	OXFORD STUDENT RENTALS LLC	PAT IUNI 39 CHATEAU VALLEY LN SOUTH LEBANON, OH 45065	H4100008000082	0	100	0
318	W	CHURCH ST	KURANGA ABRAHAM A CO TR ETAL	ABRAHAM A & EULIN M KURANGA 5797 BOOTH RD OXFORD OH 45056	H4100008000083	0	70	0
217	W	CHURCH ST	GOLD DUST PROPERTIES LLC	GOLD DUST PROPERTIES LLC 5899 GOLD DUST DR CINCINNATI OH 45247	H4100008000099	70	0	0
207	W	CHURCH ST	LIONS RENTAL PROPERTIES LLC	LIONS RENTAL PROPERTIES LLC 1617 CONTINENTAL DR CINCINNATI OH 45246	H4100008000262	41	0	0

22	N	COLLEGE AVE	HAPPY PEOPLE LLC	HAPPY PEOPLE LLC 22 N COLLEGE AVE OXFORD OH 45056	H4100008000177	106	102.5	0
29	N	BEECH ST	RODBRO & MYERS INVESTMENTS LLC	RODBRO & MYERS INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4100007000026	30	0	0
14	N	POPLAR ST / PARKING LOT	TR M E CHURCH	OXFORD METHODIST CHURCH OF OXFORD OHIO 14 N POPLAR ST OXFORD OH 45056	H4000007000114 H4000007000207	52.5	232.5	0
19 & 21	N	POPLAR ST	SOUS LE CIEL INVESTMENTS LLC	SOUS LE CIEL INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4000007000214	21	0	0
117	E	CHURCH ST / SIDEWALK REMOVAL	HOELZER/HOELZER RENTALS INC	HOELZER/HOELZER RENTALS INC 116 E HIGH ST OXFORD OH 45056	H4100007000170	8.5	45	0
123	E	CHURCH ST/LSL LIST	HOELZER/HOELZER RENTALS INC *ON LEAD SERVICE REPLACEMENT LIST	HOELZER/HOELZER RENTALS INC 116 E HIGH ST OXFORD OH 45057	H4100007000171	8.5	0	0
131	E	CHURCH ST	DOLLAR INVESTMENTS LLC	DOLLAR INVESTMENTS LLC 116 E HIGH ST OXFORD OH 45056	H4100007000172	26	60	0
205	E	CHURCH ST	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45057	H4100002000005	10	0	0

W VINE ST								
100	W	VINE ST	RODBRO AND MYERS INVESTMENTS LLC	RODBRO & MYERS INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056	H4000008000219	0	87.5	0
110	W	VINE ST	MILE SQUARE PRESERVATION LLC	MILE SQUARE PRESERVATION LLC 21 N POPLAR ST OXFORD OH 45056	H4100008000221	30.5	107.5	0
300	N	COLLEGE AVE	MIAMI CAMPUS RENTS LLC	MIAMI CAMPUS RENTALS LLC 11190 TERWILLIGERS HILL CT CINCINNATI OH 45249	H4100008000154	37.5	100	0
218	W	VINE ST	YELLOW BRICK VENTURES LLC	YELLOW BRICK VENTURES LLC 9558 ATCHISON CT WEST CHESTER OH 45069	H4100008000247	66	0	0
325	W	VINE ST	PIERCE IRENE	IRENE PIERCE PO BOX 46 OXFORD OH 45056	H4100008000051	0	25	0
222	N	ELM ST	URBANSKI ANN MARIE	ANN MARIE URBANSKI 133 ASCOT COURT, A MORAGA, CA 94556	H4100008000056	23	0	0

219	N	ELM ST	RODBRO & RODBRO INVESTMENTS LLC	RED BRICK MANAGEMENT INC 21 N POPLAR ST OXFORD OH 45056	H4000008000125	51.5	0	0
211	W	VINE ST	211 ESTATES LLC	211 ESTATES LLC 117 1/2 W SYCAMORE ST OXFORD OH 45056	H4100008000261	10.5	0	0
222	N	COLLEGE AVE	MILE SQUARE PRESERVATION LLC	MILE SQUARE PRESERVATION LLC 21 N POPLAR ST OXFORD OH 45056	H4100008000158	15.5	0	0
223	N	COLLEGE- <i>CURB ONLY</i>	BOWERS RICK T	RICK T BOWERS 1331 TALON RIDGE LN DAYTON OH 45440 4305	H4000008000199	171	0	0
117	W	VINE ST	BLACKBURN ROBERT TR	ROBERT L BLACKBURN TR 4368 KEHR RD OXFORD OH 45056	H4100008000222	50.5	152.5	0
107	W	VINE ST	NELSON TERRY L	TERRY L NELSON 107 W VINE ST OXFORD OH 45056	H4100008000223	25	0	0

E VINE ST

302	E	VINE ST	STEPHENSON-OBRIEN LLC	STEPHENSON-OBRIEN 24 DEER TRAIL CIR OXFORD OH 45056	H4100006000097	5.5	0	0
325	E	VINE ST	D & T THOMAS RENTALS LLC	D & T THOMAS RENTALS LLC 812 MARINER COVE EATON OH 45320	H4100006000094	4	0	0
324	E	VINE ST	TIROLA DOUGLAS S & BARBARA L	DOUGLAS S TIROLA & BARBARA L TIROLA 18 PUNCHBOWL DR WESTPORT CT 06880	H4100006000132	45	0	0
220		TALLAWANDA RD	GAMMA UPSILON HOUSE	GAMMA UPSILON HOUSE % ROBERT CARMEAN 149 STONE CREEK DR OXFORD OH 45056	H4000006000186	25	340	0

E WITHROW ST

300	E	WITHROW ST	VANWINKLE THAD &	THAD & RENEE VANWINKLE 300 E WITHROW ST OXFORD OH 45056	H4000006000077	11.5	0	0
230	E	WITHROW ST	UPTOWN DWELLING LLC	UPTOWN DWELLING LLC 3150 HODGIN RD RICHMOND IN 47374	H4100006000049	0	190	0

115		UNIVERSITY AVE	P & J'S RENTAL LLC	P & J'S RENTAL LLC 6185 KINGSGATE DR BURLINGTON KY 41005	H4100006000073 H4100006000076	22.5	0	0
415	E	WITHROW ST	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056	H4100006000163	16	0	0
116		TALLAWANDA RD	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056	H4100006000156	20	0	0
COMPLAINT Compliance								
5	W	CHESTNUT ST	MELON PROPERTIES	MELON PROPERTIES 6018 LANCASHIRE TRAIL LIBERTY TOWNSHIP, OH 45044	H4100115000010	0	60	25
20	W	HIGH ST	JPMORGAN CHASE BANK NA	JPMORGAN CHASE BANK NA PO BOX 810490 DALLAS TX 75381	H4100003000266	15	28	0
ERICKSON DR & TOLLGATE DR								
316		ERICKSON DR	KLEEFELD ROBERT A & BARBARA S	ROBERT & BARBARA KLEEFELD 316 ERICKSON DR OXFORD OH 45056 2069	H4100125000060	74	0	0
1020		TOLLGATE DR	LIN XIUXIN & MIN	XIUXIN AND MIN LIN 1020 TOLLGATE DR OXFORD OH 45056 2037	H4100125000057	113	0	0

ACTUAL SQUARE FT ENTRY WALK	ACTUAL SQUARE FT APRON	FIELD MEASUREMENT COST PERMIT FEES BASED ON FIELD MEASUREMENTS FINAL COST WITH PERMIT FEES			
0	0	\$ 4,151.25	\$ 173.00	\$ 4,324.25	
0	0	\$ 340.88	\$ 173.00	\$ 513.88	
0	0	\$ 1,578.75	\$ 173.00	\$ 1,751.75	
0	0	\$ 984.75	\$ 173.00	\$ 1,157.75	
0	0	\$ 757.50	\$ 173.00	\$ 930.50	
0	0	\$ 2,195.25	\$ 173.00	\$ 2,368.25	
0	0	\$ 1,875.00	\$ 25.00	\$ 1,900.00	
0	0	\$ 480.00	\$ 25.00	\$ 505.00	
0	0	\$ 2,662.50	\$ 25.00	\$ 2,687.50	
0	0	\$ 2,643.75	\$ 173.00	\$ 2,816.75	
0	0	\$ 753.75	\$ 173.00	\$ 926.75	
0	0	\$ 757.50	\$ 173.00	\$ 930.50	

0	0	\$	1,969.50	\$	173.00	\$	2,142.50
0	0	\$	1,625.25	\$	173.00	\$	1,798.25
0	0	\$	1,600.50	\$	173.00	\$	1,773.50
0	0	\$	3,177.75	\$	173.00	\$	3,350.75
0	0	\$	5,476.88	\$	219.25	\$	5,696.13
0	0	\$	3,630.38	\$	173.00	\$	3,803.38
0	0	\$	4,050.38	\$	173.00	\$	4,223.38
0	0	\$	454.50	\$	173.00	\$	627.50
0	0	\$	1,174.13	\$	173.00	\$	1,347.13
0	0	\$	984.75	\$	173.00	\$	1,157.75
0	0	\$	2,727.00	\$	173.00	\$	2,900.00
0	0	\$	1,090.50	\$	173.00	\$	1,263.50
0	0	\$	5,340.38	\$	285.85	\$	5,626.23

0	0	\$	6,325.13	\$	333.95	\$	6,659.08
0	0	\$	5,719.13	\$	304.35	\$	6,023.48
0	0	\$	2,287.50	\$	25.00	\$	2,312.50
0	0	\$	3,795.00	\$	173.00	\$	3,968.00
0	0	\$	9,795.00	\$	432.00	\$	10,227.00
0	0	\$	4,312.50	\$	25.00	\$	4,337.50
0	0	\$	2,070.00	\$	173.00	\$	2,243.00
0	0	\$	1,200.00	\$	25.00	\$	1,225.00
0	0	\$	3,525.00	\$	25.00	\$	3,550.00
0	0	\$	1,515.00	\$	173.00	\$	1,688.00
12.5	0	\$	1,778.25	\$	173.00	\$	1,951.25
0	0	\$	1,500.00	\$	25.00	\$	1,525.00
0	0	\$	1,050.00	\$	25.00	\$	1,075.00
0	0	\$	5,302.50	\$	284.00	\$	5,586.50
0	0	\$	3,105.75	\$	176.70	\$	3,282.45

0	0	\$	9,567.00	\$	417.20	\$	9,984.20
0	0	\$	2,272.50	\$	173.00	\$	2,445.50
0	0	\$	7,464.38	\$	219.25	\$	7,683.63
0	0	\$	1,590.75	\$	173.00	\$	1,763.75
15	0	\$	1,543.88	\$	173.00	\$	1,716.88
0	0	\$	643.88	\$	173.00	\$	816.88
0	0	\$	2,869.50	\$	173.00	\$	3,042.50
0	0	\$	757.50	\$	173.00	\$	930.50
0	0	\$	1,312.50	\$	25.00	\$	1,337.50
0	0	\$	3,922.88	\$	173.00	\$	4,095.88
0	0	\$	4,340.63	\$	173.00	\$	4,513.63
0	0	\$	4,999.50	\$	269.20	\$	5,268.70
0	0	\$	375.00	\$	25.00	\$	400.00
0	0	\$	1,742.25	\$	173.00	\$	1,915.25

0	0	\$	3,901.13	\$	215.55	\$	4,116.68
0	0	\$	795.38	\$	173.00	\$	968.38
0	0	\$	1,174.13	\$	173.00	\$	1,347.13
0	0	\$	12,953.25	\$	657.70	\$	13,610.95
0	0	\$	6,112.88	\$	211.85	\$	6,324.73
0	0	\$	1,893.75	\$	173.00	\$	2,066.75
0	0	\$	416.63	\$	173.00	\$	589.63
0	0	\$	303.00	\$	173.00	\$	476.00
0	0	\$	3,408.75	\$	191.50	\$	3,600.25
0	96	\$	8,625.75	\$	173.00	\$	8,798.75
0	0	\$	871.13	\$	173.00	\$	1,044.13
0	0	\$	2,850.00	\$	25.00	\$	2,875.00

0	0	\$	1,704.38	\$	173.00	\$	1,877.38
0	0	\$	1,212.00	\$	173.00	\$	1,385.00
0	0	\$	1,515.00	\$	173.00	\$	1,688.00
0	0	\$	1,275.00	\$	25.00	\$	1,300.00
0	0	\$	1,556.25	\$	173.00	\$	1,729.25
0	0	\$	5,605.50	\$	298.80	\$	5,904.30
0	0	\$	8,559.75	\$	443.10	\$	9,002.85

Total for Special Assessment Program \$ 226,796.50



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:	9/11/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Extending The Existing Moratorium, On Alley Development, To January 16, 2025 (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Service Excellence
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as recommended
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

Council held a [work session](#) on September 3, 2024 regarding the status of the current Alley Development Moratorium which began April 2, 2024. Staff updated Council on information that had been collected thus far during the moratorium. Topics such as storm water run off, property access, and emergency service access were some of the main topics discussed. Every department of the City of Oxford has been asked to contribute feedback. Council members indicated concerns with extending the moratorium beyond the minimum necessary time to update regulations. Planning Commission held a work session on September 10, 2024 to discuss alley development considerations. Commission members provided helpful feedback to staff in preparation for a future text amendment application for the November Planning Commission meeting. Staff reviewed the schedule and determined that extending the moratorium to January 16, 2025 would be the minimum time necessary in order to follow the standard process for ordinance amendments to be approved by Council and in effect. Without any moratorium extension at all, the existing allowances for alley development would remain in place.

RESOLUTION NO.

A RESOLUTION EXTENDING THE EXISTING MORATORIUM, ON ALLEY DEVELOPMENT, TO JANUARY 16, 2025, WITHIN THE CITY OF OXFORD, OHIO.

WHEREAS, pursuant to the Ohio Constitution and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort, and peace of the citizens of the municipality; and

WHEREAS, Ohio Revised Code Section 713.09 enables a municipal legislative authority, in the interest of the promotion of the public health, safety, convenience, comfort, prosperity, or general welfare, to regulate the bulk and location of buildings and other structures including percentage of lot occupancy, set back building lines, and area of yards, courts, and other open spaces; and

WHEREAS, per Section 8.04 of the City of Oxford Charter, the Planning Commission may act as the Platting Commission of the municipality, and as such shall provide for planning and zoning regulations, carry out the comprehensive plan, and make such investigations, reports and recommendations relating to planning and the physical development of the city as it finds necessary and desirable; and

WHEREAS, the City of Oxford Planning and Zoning Code (constituting Part Eleven of the Codified Ordinances) currently permits development of single-family dwellings on nonconforming alley lots which are at least 3,000 square feet in size and also possessing at least 33 feet in overall lot width, provided there is conformance with height, lot coverage, vehicular access and yard or setback requirements per the underlying zoning district; and

WHEREAS, the City of Oxford Planning and Zoning Code was amended in September 2017, by Ord No. 3430, to exempt development on alley lots from the requirement that any principal public entrance be *upon a street* bordering such lot [emphasis added]; and

WHEREAS, the change to the Zoning Code in 2017 has provoked the development of several detached dwelling units on sites fronting exclusively on public alleys, which in contrast to standard developments fronting upon public or private streets, have shown to pose unique challenges in terms of obstructions to emergency access, public infrastructure improvements; proper drainage; and appropriate off-street parking arrangements; and

WHEREAS, the Oxford Tomorrow Comprehensive Plan lays out a number of objectives to promote quality development, enhanced character, and service excellence; and

WHEREAS, presently, it is estimated there are 49 parcels totaling at least 3,000 square feet in size and fronting exclusively on one or more alleys without direct frontage on a public street, inclusive of those that are already developed with commercial or residential uses; and

WHEREAS, the procurement of alley sites throughout the Oxford Mile Square for additional residential development is ongoing and will likely continue in an undesirable and unsustainable fashion if a permanent legislative fix is not instituted; and

WHEREAS, City of Oxford staff in cooperation with the Planning Commission will research and develop amendments to the Planning and Zoning Code to more explicitly define regulations applicable to alley sites and/or rear portions of properties – including, but not limited to: setbacks, lot coverage, and building/entrance orientation – in an effort to address the objectives of the Oxford Tomorrow Comprehensive Plan in a balanced manner which does not compromise or critically endanger the public health, safety and general welfare of the citizens of Oxford; and

WHEREAS, as part of an effort to amend relevant Planning and Zoning Code standards, other amendments may also be proposed to the local Building Code, Property Maintenance Code, public infrastructure specifications, and the like, for the purpose facilitating development on alley sites and/or rear portions of properties in a more cohesive, safe and sensible manner; and

WHEREAS, the City Staff may make periodic reports to Council regarding the status of amending regulations which influence alley development; and

WHEREAS, the Moratorium will expire automatically on January 16, 2025, unless extended for good cause.

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

SECTION 1: Oxford City Council hereby approves the moratorium, not to extend beyond January 16, 2025.

SECTION 2: For the purposes of applying the provisions contained in Sections 3 through 5 of this Resolution, the City of Oxford staff shall have the authority to reasonably determine which thoroughfares constitute “public alleys,” which may be inclusive of Heather Lane as well as any other unnamed and/or unimproved alley.

SECTION 3: No new single-family dwellings shall be authorized for construction on parcels that front exclusively on one or more public alleys or that have no frontage on a public right-of-way at all, and thus do not have frontage on a public or private street; for specificity, the map attached as Exhibit A identifies the exact areas of the city to which this restriction applies.

SECTION 4: No new minor resubdivisions, lot splits or consolidations shall be authorized by the Planning Commission, such that the final condition results in one or more parcels with frontage exclusively on a public alley.

SECTION 5: The restriction set forth in Section 4 does not apply in instances where one or more property owners voluntarily propose, or agree, to consolidate one or more pre-existing parcels such that the final condition results in none of the involved parcels having frontage

exclusively on a public alley, provided the proper approval process is followed pursuant to Chapter 1101 of the Planning and Zoning Code;

SECTION 6: It is hereby found and determined that all formal actions of this Council relating to the adoption of this Resolution have been taken at an open meeting of this Council; and that any and all deliberations of this Council and of any of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 7: This Resolution is hereby declared to be a measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Oxford and shall be in full force and effect immediately upon adoption.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MAYOR WILLIAM SNAVELY

PREPARED BY: PLANNING STAFF (STAFF)
CHECKED BY: LAW (STAFF)

Alley Development Moratorium

EXHIBIT A

-  Parcel Boundaries
-  Areas where
Restrictions in
Section 3 apply
-  Railroads



750
Feet

Date: 3/25/2024
11:11 AM



The City of Oxford does not guarantee the dimensional accuracy of this map. Precise dimensional accuracy should be based upon recorded deeds, plats, or a professional survey.



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:	9/11/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Apply For And Accept Up To \$175,000.00 Through The Ohio Department Of Natural Resources For Martin Luther King Jr. Uptown Park Improvements As Appropriated By The 135th General Assembly Through House Bill 2 For State Fiscal Years 2025 and 2026. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Economic Development
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as recommended
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

In October 2023, Ohio Representative Sara Carruthers requested that agencies within Ohio House District 47 submit capital project requests. Staff recommended to Representative Carruthers funding for a new public restroom and a replacement of the fountain splash pad in the Martin Luther King Jr. Uptown Park.

City Council authorized staff on April 2, 2024 to move forward with design and cost estimation for a new public restroom in the Martin Luther King Jr. Park. Ohio Senate approved House Bill 2 on June 26, 2024 which included \$175,000.00 for both the City of Oxford restroom and splash pad projects. Ohio Department of Natural Resources was assigned as the agency administering the funds and project compliance for the restroom and splash pad. City policy requires that City Council authorize the application of, and acceptance of grant funds. 2% of the \$175,000.00 will be retained by Ohio Department of Natural Resources for administrative costs.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT UP TO \$175,000.00 THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR MARTIN LUTHER KING JR. UPTOWN PARK IMPROVEMENTS AS APPROPRIATED BY THE 135TH OHIO GENERAL ASSEMBLY THROUGH HOUSE BILL 2 FOR STATE FISCAL YEARS 2025 AND 2026.

WHEREAS, In October 2023, Ohio Representative Sara Carruthers requested that agencies within Ohio House District 47 submit capital project requests; and

WHEREAS, the City of Oxford Community Development Department recommended funding for a new public restroom and a replacement of the fountain splash pad in the Martin Luther King Jr. Uptown Park; and

WHEREAS, City Council authorized staff on April 2, 2024 to move forward with design and cost estimation for a new public restroom in the Martin Luther King Jr. Park; and

WHEREAS, the Ohio Senate approved House Bill 2 on June 26, 2024 which included \$175,000.00 for both the City of Oxford restroom and splash pad projects; and

WHEREAS, the Ohio Department of Natural Resources was assigned as the agency administering the funds and project compliance for the restroom and splash pad; and

WHEREAS, City of Oxford policy requires that City Council authorize the application of, and acceptance of grant funds; and

WHEREAS, 2% of the \$175,000.00 will be retained by Ohio Department of Natural Resources for administrative costs.

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

SECTION 1: Oxford City Council authorizes the City Manager to apply for and accept up to \$175,000 from the State of Ohio for capital improvements within the Martin Luther King Jr. Uptown Park.

SECTION 2: This Resolution shall take effect as early as allowable by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MAYOR WILLIAM SNAVELY

PREPARED BY: PLANNING STAFF (STAFF)

CHECKED BY: LAW (STAFF)

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as “State” or “ODNR”), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code (“R.C.”) and House Bill No. 2, 135th General Assembly of the State of Ohio and the **Name of Project Sponsor**, an **Ohio political subdivision or nonprofit** (hereinafter referred to as “Grantee”) acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Name of Contact Title Name of Project Sponsor Street Address City, State Zip Email
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 2 the 135th General Assembly of the State of Ohio has appropriated funds in the amount of **Grant Amount** Dollars (\$**xxxxx.00**) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as ‘**Project Name**’, (hereinafter referred to as the “Project”). Furthermore, \$**xxx.00** of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **Project Number**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the “Bonds”) have been or will be issued by the Ohio Treasurer of State (the

“Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

1. **Funding Amount.** ODNR agrees to provide the Grantee **xxxxxxx** Dollars (\$**xxxx**.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. **xxxx** Dollars (\$**xxx**.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed **xxxxx** Thousand Dollars (\$**xxx**.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
2. **Project Description.** The Grantee shall use the grant funds for ‘**Project Name**’, a project to **description of project scope**, all as more fully described in Exhibit A attached hereto.
3. **Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
4. **No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for “or equal” provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee’s obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use

agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.

10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

11. **Insurance.**

- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
- b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.

12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial

institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.

14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.

21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.

22. **ODNR Right to Terminate.**

- a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
- b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.

23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

24. **Legal, Federal Tax, and Other Compliance.**

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual

financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.
- b. No Control Over Means and Methods. While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.

- c. Right to Bind. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. No Agency. Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery**. Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant**. Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions**. Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification**. Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation**. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.
31. **Time Is of The Essence**. Time is of the essence in this Agreement.

32. Miscellaneous.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

NAME OF PROJECT SPONSOR

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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:	9/11/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Apply For And Accept Up To \$800,000.00 Through The Ohio Office Of Budget And Management For A Pedestrian Railroad Bridge For Oxford Area Trail Phase V As Appropriated By The 135th General Assembly Through House Bill 2 For State Fiscal Years 2025 and 2026 (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Economic Development
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as recommended.
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

In October 2023, Ohio Representative Sara Carruthers requested that agencies within Ohio House District 47 submit capital project requests. The Community Development Department recommended funding for a new pedestrian bridge over the railroad near Talawanda High School as part of the Oxford Area Trail Phase V between Talawanda High School and Talawanda Middle School.

Ohio Senate approved House Bill 2 on June 26, 2024 which included \$800,000.00 for the Oxford Area Trail Phase V railroad bridge, known as the “Oxford Student Safety Project”. The Ohio Office of Budget and Management was assigned as the agency administering the funds and project compliance for the bridge.

This funding is being combined with local funding and Ohio Kentucky Indiana Regional Council of Governments funding to complete the overall Phase V project.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT UP TO \$800,000.00 THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT FOR A PEDESTRIAN RAILROAD BRIDGE FOR OXFORD AREA TRAIL PHASE V AS APPROPRIATED BY THE 135TH OHIO GENERAL ASSEMBLY THROUGH HOUSE BILL 2 FOR STATE FISCAL YEARS 2025 AND 2026.

WHEREAS, In October 2023, Ohio Representative Sara Carruthers requested that agencies within Ohio House District 47 submit capital project requests; and

WHEREAS, the City of Oxford Community Development Department recommended funding for a new pedestrian bridge over the railroad near Talawanda High School as part of the Oxford Area Trail Phase V project; and

WHEREAS, City Council authorized staff to contract with Bayer Becker Engineers to design Oxford Area Trail Phase V, between Talawanda High School and Talawanda Middle School; and

WHEREAS, the Ohio Senate approved House Bill 2 on June 26, 2024 which included \$800,000.00 for the Oxford Area Trail Phase V railroad bridge, known as the “Oxford Student Safety Project”; and

WHEREAS, the Ohio Office of Budget and Management was assigned as the agency administering the funds and project compliance for the bridge; and

WHEREAS, City of Oxford policy requires that City Council authorize the application of, and acceptance of grant funds.

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

SECTION 1: Oxford City Council authorizes the City Manager to apply for and accept up to \$800,000 from the State of Ohio for capital improvements for Oxford Area Trail Phase V.

SECTION 2: This Resolution shall take effect as early as allowable by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MAYOR WILLIAM SNAVELY

PREPARED BY: PLANNING STAFF (STAFF)

CHECKED BY: LAW (STAFF)

**GRANT AGREEMENT BETWEEN
THE OFFICE OF BUDGET AND MANAGEMENT AND
NAME OF GRANTEE**

This Grant Agreement ("Agreement") is made and entered into by and between the State of Ohio (the "State"), through the Ohio Office of Budget and Management ("OBM"), acting by and through its Director, and located at 30 East Broad Street, 34th Floor, Columbus, Ohio 43215, and the Name of Grantee (the "Recipient" or "Grantee"), acting by and through its authorized representative, and located at Address of Grantee (each individually a "Party" or collectively the "Parties").

WHEREAS, pursuant to Section 200.20 of Substitute House Bill 2 (the "Act"), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments;

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed;

WHEREAS, pursuant to Section 200.30 of the Act, OBM, prior to disbursing a grant to a Recipient, shall enter into this Agreement with the Recipient;

WHEREAS, pursuant to Section 200.30 of the Act, the Recipient, as part of this Agreement, shall agree to complete a final report, in a form and manner prescribed by OBM, detailing how the Recipient used the grant and submit the report to OBM; and

WHEREAS, pursuant to Section 200.30 of the Act, the Grantee was appropriated \$Amount for the project titled Name of Project Listed in H.B. 2 (the "Project").

NOW, THEREFORE, for the purposes of providing these grant funds to the Grantee in accordance with the Act, the Parties hereby covenant and agree as follows:

- 1. Funding Amount and Purpose.** OBM agrees to provide the Grantee \$Amount via electronic funds transfer to be used by the Grantee for the purposes of funding the Project. In no event shall the State or OBM's financial commitment to the Grantee exceed \$Amount as provided for in this Section. Any funds provided under this Agreement that are not spent in conformity with the intent and purpose of the appropriation designated in Section 200.30 of the Act or in violation of other federal, state, or local laws, rules, regulations, or Executive Orders shall be returned in full to the State. Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations of the General Assembly.
- 2. Certification of Funds.** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations of the Parties under this Agreement shall be binding on either Party until all statutory provisions of the Ohio Revised Code ("R.C.") including, without limitation, R.C. 126.07, have been complied with, and until such time as all funds have been made available.
- 3. Bonded and Insured Employees and Agents.** The Grantee hereby certifies to OBM that: (i) all individuals or agents of the Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement are or will be fully bonded or insured against the loss of such

funds; (ii) the bonding agent or insurer shall be licensed to do business in Ohio; and (iii) no part of the funds acquired by the Grantee through this Agreement shall be spent to obtain that bonding or insurance.

4. Performance Period; Report of Expenditures.

- a. **Initial Period.** The Grantee acknowledges the performance period for this Agreement runs through June 30, 2026. The Grantee will make a good faith effort to complete the Project on or before June 30, 2026. No later than July 31, 2026, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- b. **Extension.** If the Grantee has not expended all funds for the Project by June 30, 2026, the Parties, by mutual consent, may extend this Agreement. In lieu of a final report as provided in Section 4(a) of this Agreement, the Grantee agrees to submit an interim report to OBM detailing the use of funds and the expected completion date of the Project. The interim report shall be submitted to OBM no later than July 31, 2026. As permitted by the extension, no later than thirty (30) days following completion of the Project or the expenditure of all funds, whichever is sooner, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.
- c. **Project Incompletion.** To the extent applicable, should the Grantee decide not to complete the Project as provided in this Agreement, the Grantee will provide OBM with a final report detailing why the Grantee has chosen not to proceed with the Project. The final report shall be submitted to OBM no later than the last agreed upon date for completion of the Project. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.

5. Relationship of the Parties. It is fully understood and agreed to by the Grantee that neither the Grantee nor its officers, employees, agents, representatives, contractors, or other personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State or OBM.

6. Term of Agreement.

- a. **Effective Date.** This Agreement shall commence and be binding on the Parties upon the completion of: (i) the signature of the Grantee's authorized representative below; and (ii) the Grantee's receipt of funds.
- b. **Expiration.** This Agreement will, unless otherwise earlier terminated herein, expire two (2) years following the date of the Grantee's submission of its final report to OBM pursuant to Section 4 of this Agreement.

Provisions of this Agreement have no force upon expiration unless its context provides otherwise.

- c. **Termination for Cause.** OBM reserves the right to terminate this Agreement upon written notice to the Grantee and to recover any funds distributed to the Grantee, or by the Grantee to contractors or other payees, in violation of the terms of this Agreement.
 - d. **Breach; Opportunity to Cure.** OBM, in its sole discretion, may permit the Grantee to cure a breach in this Agreement. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding OBM permitting a period of time to cure the breach or the Grantee's cure of the breach, nothing in this Agreement shall prohibit the State or OBM from exercising any other rights or remedies available to it under federal or state law.
7. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the funding opportunity. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the funding request form, as applicable, will serve as grant contacts for administrative purposes.
8. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee to OBM within forty-five (45) days of demand. Any such remittance shall include a copy of this Agreement.
9. **Reports and Records.** During the term of this Agreement and for two (2) years following the date of the Grantee's submission of its final report to OBM, the Grantee shall keep and make all reports and records associated with the grant under this Agreement available to the State, OBM, the Ohio Auditor of State, or other authorized representatives or agents of the foregoing as necessary upon request.
10. **Liability; Waiver of Liability.** The Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each Party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that OBM does not indemnify the Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of the Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall OBM be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against OBM or any department, agency, or official of the State in the case of claim or suit arising from the funds provided to the Grantee under this Agreement. The Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against OBM and its employees, agents, officials, and attorneys arising from, or relating to, this Agreement.

11. **Public Funds Compliance.** The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by the Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. Funds granted to the Grantee shall be held in compliance with Chapter 135 of the Revised Code, as applicable.
12. **Ohio Ethics Law.** The Grantee certifies that it is in compliance with and will continue to adhere to the requirements of the Ohio ethics and conflict of interest laws as found in Chapter 102 of the Revised Code and R.C. 2921.42 and 2921.43. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
13. **Drug-free Workplace.** The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
14. **No Findings for Recovery.** The Grantee represents and warrants to the State that no officer, employee, or agent is subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by OBM to be false, the Agreement shall be void ab initio as between the Parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
15. **Employment Nondiscrimination.** Pursuant to R.C. 125.111, the Grantee agrees that Grantee and any contractor or subcontractor will not discriminate against any citizen of this state in the employment of a person qualified and available to perform work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. In addition, the Grantee further agrees that Grantee and any contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. To the extent applicable, the Grantee represents that the contractor(s) from whom the Grantee makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, and has filed a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development.
16. **Prevailing Wage.** To the extent applicable, the Grantee shall comply with the prevailing wage requirements of Chapter 4115 of the Revised Code extending from this Agreement.
17. **Competitive Selection.** The Grantee shall comply with all applicable state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by the Grantee, the Grantee shall employ an open and competitive process in the selection of its contractors.

18. **Campaign Contributions.** The Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. 3517.13.
19. **Compliance with Laws.** The Grantee shall comply with Section 200.30 of the Act and all applicable federal, state, or local laws, rules, regulations, or Executive Orders in the performance of the Grantee's obligations under this Agreement.
20. **Indemnification.** Unless the Grantee is otherwise prohibited from indemnifying the State or OBM under state or federal law, the Grantee agrees to indemnify and to hold the State and OBM harmless and immune from any claims or causes of action arising from, or related to, implementing the Project, including any acts or omissions of the Grantee or its officers, employees, agents, representatives, contractors, or other personnel. Neither the State nor OBM shall be considered a party to and shall not be held liable under any contract entered into by the Grantee in carrying out its activities pursuant to this Agreement.
21. **Miscellaneous Provisions.**
- a. **Controlling Law.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
 - b. **Days.** When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.
 - c. **Waiver.** A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
 - d. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of OBM.
 - e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
 - f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
 - g. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.
 - h. **Amendment.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing, and officially signed by both Parties.

- i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and the Grantee and shall be effective in accordance with Section 6(a) of this Agreement.

As to the Grantee, the Authorized Representative:

By: _____

Date: _____

Printed Name _____

Title _____

As to the Ohio Office of Budget and Management:

By: Kimberly A. Murnieks

Date: July 25, 2024

Kimberly A. Murnieks
Director



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Douglas Elliott
DATE PREPARED:	9/5/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Extend The Lease Option Agreement Between The City Of Oxford And Clean Capital Holdings LLC (Formerly BQ Energy Development, LLC) For Approximately 20 Acres Of The City Owned Closed Municipal Sanitary Landfill Until December 31, 2024. (Douglas R. Elliott, Jr., City Manager)
COUNCIL GOAL AREA:	A Sustainable Oxford
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The option to lease with BQ Energy (now Clean Capital) will expire on September 21, 2024. Clean Capital desires to extend the option to lease to December 31, 2024 to await the outcome of HB 197 the Community Solar Pilot Program and to further explore other funding options including the lease/purchase of the solar project or a Power Purchase Agreement with a blended rate for the City's Electric Aggregation Program. I am requesting that Council extend the lease option agreement with Clean Capital to December 31, 2024.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND THE LEASE OPTION AGREEMENT BETWEEN THE CITY OF OXFORD AND CLEAN CAPITAL HOLDINGS LLC (FORMERLY BQ ENERGY DEVELOPMENT, LLC) FOR APPROXIMATELY 20 ACRES OF THE CITY OWNED CLOSED MUNICIPAL SANITARY LANDFILL UNTIL DECEMBER 31, 2024.

WHEREAS, the City desires to provide an economically viable reuse for the closed municipal landfill; and

WHEREAS, the City of Oxford wishes to advance the community's environmental sustainability with a community solar project; and

WHEREAS, the City executed an Option To Lease Real Property with BQ Energy (acquired by Clean Capital) on September 21, 2021; and

WHEREAS, the Option To Lease Real Property will expire on September 21, 2024; and

WHEREAS, Clean Capital desires to extend the Option To Lease to December 31, 2024 in order to await the outcome of HB197 the Community Solar Pilot Program in the Ohio Legislature and to further explore other funding options; and

WHEREAS, the City Manager recommends that City Council extend the Option To Lease and authorizes the City Manager to enter into an Agreement to Extend the Option To Lease to December 31, 2024.

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

SECTION 1: City Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to extend the current Lease Option Agreement between the City of Oxford and Clean Capital for approximately 20 acres of the city-owned closed municipal sanitary landfill.

SECTION 2: The extension will expire on December 31, 2024.

SECTION 3: If BQ Energy Development, LLC elects to exercise the option, the per acre annual lease rate is \$519.39

SECTION 3: 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:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	9/9/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Buckeye Fence Builders For The Construction Of The Oxford Dog Park Project For A Total Cost Not To Exceed \$62,000.00. (Casey Wooddell, Parks and Recreation Director)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	\$90,000.00
ACCOUNT CODE:	141.620.63167
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE CDW

DISCUSSION:

In 2022, Oxford Parks and Recreation worked with a Miami class to select a location for a new, larger dog park to serve the greater Oxford community. Through an analysis of multiple locations, the class selected the city-owned property located on Bonham Road across the street from Leonard Howell Park. This green space area will allow for the construction of a new dog park that will be nearly three times as large as the current dog park, Northside Bark Park.

The City's Capital Improvement Budget has a total of \$90,000 budgeted for this project for 2024. Construction of the fencing is expected to begin in later September or early October, with the other aspects of the project (concrete pads, drinking fountains, benches and shade trees) to coordinate into the timeline. It is expected for this new facility to be available to the public by end of October 2024.

The project was advertised for bids in the Journal News (and other publications/clearinghouses) on July 26 and August 2, 2024. Bids were opened and read aloud on August 16, 2024 with the following results:

Buckeye Fence Builders	\$59,160.00
Eagle Fence	\$61,350.00
Rigid Fence	\$68,479.00

The City has not awarded a contract to Buckeye Fence Builders in the past. However, their references and project experience make them acceptable candidates for this project.

It is Staff's recommendation that the City Council authorize the City Manager to enter into a contract with Buckeye Fence Builders for the installation of the fencing for the new dog park project. Staff is also requesting a contingency for the project in the amount of \$2,840. Therefore, the total not to exceed for this contract is **\$62,000**.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BUCKEYE FENCE BUILDERS FOR THE CONSTRUCTION OF THE OXFORD DOG PARK PROJECT FOR A TOTAL COST NOT TO EXCEED \$62,000.00.

WHEREAS, a request for bids was published in the *Journal News* on July 26, 2024 and August 2, 2024. Sealed proposals were opened and read aloud on August 16, 2024, with three firms submitting bids; and

WHEREAS, the City Manager and Parks and Recreation Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Buckeye Fence Builders for the Oxford Dog Park project at a cost of \$59,160.00 plus a contingency of \$2,840.00 for a total cost not to exceed \$62,000.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Parks and Recreation Director and accepts the bid of Buckeye Fence Builders for the construction of the Oxford Dog Park Project to be the best bidder and accepts the bid of \$59,160.00 plus a contingency of \$2,840.00 for a total cost not to exceed \$62,000.00.

SECTION 2: Council further authorizes the City Manager to enter into a contract with Buckeye Fence Builders for the Oxford Dog Park Project at a cost of \$59,160.00 plus a contingency in the amount of \$2,840.00 for a total cost not to exceed \$62,000.00.

SECTION 3: 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:	Community Development
PREPARED BY:	Sam Perry, Zachary Moore
DATE PREPARED:	9/11/2024
COUNCIL MEETING DATE:	September 17, 2024
AGENDA TITLE:	An Ordinance Approving The Preliminary Subdivision & Final Subdivision Applications And Plat Of 14.48 Acres In Preparation For A Future Tractor Supply Company Retail Store At 5728 College Corner Pike, Oxford, Ohio 45056, With Conditions. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Economic Development
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as recommended
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

Proposal Summary:

Developer MSP Properties of Ohio L.P. has an option to purchase approximately 4 acres from a roughly 14-acre property located at 5728 College Corner Pike. The site is zoned GB General Business District and has frontage along both College Corner Pike and Todd Road. Once acquired, the 4 acres would serve as the site of a new Tractor Supply store serving the local market.

Background:

Before entertaining a subdivision of the property, the applicant requested Conditional Use approval in order to secure rights to construct a retail use exceeding 15,000 gross floor area, which is not permitted by-right in the GB District. The Oxford City Council approved the Conditional Use request on June 18, 2024 by Ord. No. 3769, subject to 12 conditions. This cleared the way for the developer to submit the necessary Subdivision applications to the City office on July 1.

Given the relatively simple nature of this subdivision – which involves no new public roads, and effectively results in the splitting of one parcel into two accompanied by dedication of extra right-of-way and a new private access easement – the developer is requesting Preliminary Subdivision approval in

tandem with a request for Final Plat approval.

Preliminary Subdivision – Planning Commission Discussion & Recommendation:

The Planning Commission held a public hearing on the Preliminary Subdivision portion of the application at their August 13 meeting. Staff presented the details of the request and described the rationale behind the two recommended conditions.

There were no comments from the public.

The Planning Commission inquired about what the long-term plan might be for access and circulation across the entire site. Staff responded that plans for the remaining 9 acres of the property were as of yet, undetermined. Should the 9 acres ever be proposed to be further subdivided in the future, it would take an amendment to the Preliminary Subdivision thus requiring plans to be revisited by the Planning Commission and Council. The Commission also discussed the proposed private access easement and how to carefully limit access to/from US 27.

Upon closure of the public hearing and following further discussion, the Commission voted 7-0-0 to recommend **approval** of the application subject to two conditions as originally recommended by staff, plus a third condition addressing access management:

1. City staff shall have an opportunity to review and require changes to the access easement drafted for the shared driveway, prior to its recording. In reviewing the easement, staff may consult the Law Director as needed.
2. Public sidewalk shall either be provided along the west side of Todd Road, or payment provided to the City of Oxford in-lieu of constructing the improvement at the present time. If the second option is selected, funds shall be held by the City until a more appropriate moment when they can contribute toward pedestrian-related improvements within vicinity of the site. The second option may be selected for all, or some, of the length along Todd Road inclusive of frontage along the remainder (undeveloped) parcel to the north.
3. There shall only be one curb cut along US 27 as shown on the proposed plan.

Final Subdivision – Staff Recommendation:

The plans being reviewed for Preliminary and Final approvals are essentially one in the same, hence why staff has permitted procedures to run concurrently with one another. While pursuant to code, the Planning Commission only makes a recommendation on Preliminary requests, City Council has the authority to render decisions on both the Preliminary and the Final. Three (3) standard conditions are typically included on all Final Subdivision Ordinances; therefore, staff is recommending Council accept Planning Commission's recommendation to approve the Preliminary subject to its three conditions, while also concurrently approving the Final request subject to the standard three conditions:

1. City staff shall have an opportunity to review and require changes to the access easement drafted for the shared driveway, prior to its recording. In reviewing the easement, staff may consult the Law Director as needed.
2. Public sidewalk shall either be provided along the west side of Todd Road, or payment provided to the City of Oxford in-lieu of constructing the improvement at the present time. If the second option is selected, funds shall be held by the City until a more appropriate moment when they can contribute toward pedestrian-related improvements within vicinity of the site. The second option may be selected for all, or some, of the length along Todd Road inclusive of frontage along the remainder (undeveloped) parcel to the north.
3. There shall only be one curb cut along US 27 as shown on the proposed plan.
4. 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.

5. As necessary, the applicant shall update and/or re-file construction drawings along with any necessary cost estimates for approval by applicable City departments.
6. As necessary, the applicant shall file with the City a suitable form of financial security in order to guarantee the construction of any public 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 PRELIMINARY SUBDIVISION & FINAL SUBDIVISION APPLICATIONS AND PLAT OF 14.48 ACRES IN PREPARATION FOR A FUTURE TRACTOR SUPPLY COMPANY RETAIL STORE AT 5728 COLLEGE CORNER PIKE, OXFORD, OHIO 45056, WITH CONDITIONS.

WHEREAS, on June 18, 2024 by Ordinance No. 3769 the Oxford City Council approved a Conditional Use application for a retail use exceeding 15,000 square feet in the GB General Business District for the purpose of accommodating a future Tractor Supply Company retail store to be located at 5728 College Corner Pike and estimated to total approximately 22,000 square feet; and

WHEREAS, the Conditional Use approved on June 18, 2024 was subject to 12 conditions, the first one of which was to submit Preliminary Subdivision and Final Subdivision Plat applications for consideration, approval and recording as necessary prior to approval of any Building Permit; and

WHEREAS, Preliminary Subdivision and Final Subdivision Plat applications were submitted concurrently by applicant MSP Properties of Ohio L.P. on July 1, 2024; and

WHEREAS, the proposed subdivision would subdivide the existing parcel at 5728 College Corner Pike into two parcels, one roughly 9 acres in size, and the other totaling approximately 4 acres reserved for the future Tractor Supply Company store; and

WHEREAS, the Planning Commission met pursuant to Oxford Codified Ordinance Section 1101.4 on August 13, 2024 for the purpose of considering the Preliminary Subdivision application submitted for the purpose of preparing the site at 5728 College Corner Pike for a future Tractor Supply Company retail store; and

WHEREAS, the Planning Commission, after a public hearing and discussion, voted and approved a motion recommending approval of the Preliminary Subdivision application submitted by M.S.P. Properties of Ohio L.P. subject to the following conditions:

1. City staff shall have an opportunity to review and require changes to the access easement drafted for the shared driveway, prior to its recording. In reviewing the easement, staff may consult the Law Director as needed.
2. Public sidewalk shall either be provided along the west side of Todd Road, or payment provided to the City of Oxford in-lieu of constructing the improvement at the present time. If the second option is selected, funds shall be held by the City until a more appropriate moment when they can contribute toward pedestrian-related improvements within vicinity of the site. The second option may be selected

for all, or some, of the length along Todd Road inclusive of frontage along the remainder (undeveloped) parcel to the north.

3. There shall only be one curb cut along US 27 as shown on the proposed plan.

WHEREAS, the Community Development Department, in coordination with the Service Department, has reviewed the Final Plat in correspondence to the Preliminary Plat recommended for approval on August 13, 2024 and finds that the Plat meets the requirements of Oxford Codified Ordinance Section 1101.203; and

WHEREAS, the City Manager and the Community Development Director recommend Council concurrently approve both the Preliminary Subdivision application & Final Subdivision application for Tractor Supply Company attached hereto as Exhibit "A" with the following conditions:

1. City staff shall have an opportunity to review and require changes to the access easement drafted for the shared driveway, prior to its recording. In reviewing the easement, staff may consult the Law Director as needed.
2. Public sidewalk shall either be provided along the west side of Todd Road, or payment provided to the City of Oxford in-lieu of constructing the improvement at the present time. If the second option is selected, funds shall be held by the City until a more appropriate moment when they can contribute toward pedestrian-related improvements within vicinity of the site. The second option may be selected for all, or some, of the length along Todd Road inclusive of frontage along the remainder (undeveloped) parcel to the north.
3. There shall only be one curb cut along US 27 as shown on the proposed plan.
4. 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.
5. As necessary, the applicant shall update and/or re-file construction drawings along with any necessary cost estimates for approval by applicable City departments.
6. As necessary, the applicant shall file with the City a suitable form of financial security in order to guarantee the construction of any 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 both the Preliminary

Subdivision application & Final Subdivision application for Tractor Supply Company 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: PLANNING STAFF

CHECKED BY: LAW



FINAL SUBDIVISION APPLICATION

Please print legibly. To apply, email completed form and plans in PDF format to commdev@cityofoxford.org

BOX 1 | APPLICATION DETAILS

Property Address/Location	College Corner Pike (US 27) and Todd Road		
Subdivision Name	Oxford Tractor Supply		
Total Site Acreage	14.4781	Proposed Number of Lots/Parcels	2

BOX 2 | APPLICANT INFORMATION

Is the applicant also the current property owner? ☐ Yes (You may skip Box 3) ☒ No (Do not skip Box 3, and include a Letter of Agency with your submittal)	
Applicant Name	Mitchol Pappan
Applicant Company Name	MSP Properties of Ohio, L.P.
Mailing Address	PO Box 2280, Cranberry Twp., PA 16066
Email Address	mitcholpappan@gmail.com
Telephone Number	724-630-6448

BOX 3 | PROPERTY OWNER INFORMATION ☐ Check if same as Applicant

Property Owner Name	5278 College Corner Pike LLC
Property Owner Company Name	5278 College Corner Pike LLC
Mailing Address	3116 W. Montgomery Rd, Suite C-287, Maineville, OH 45039
Email Address	tim@teamworkpg.com
Telephone Number	

BOX 4 | ENGINEER/SURVEYOR INFORMATION ☐ Check if same as Applicant

Architect/Engineer Name	Daniel Clipse
Company Name	Aes Surveying and Land Planning, Inc.
Mailing Address	888 Boardman-Canfield Rd. Suite A
Email Address	dan@aes-surveying.com
Telephone Number	330-953-0227

BOX 5 | ATTACHMENT CHECKLIST ☐ Submit all contents in PDF format. No printed copies are necessary.

☒ Cover Letter providing a written description of the request ☒ Proposed Record Plat including all pertinent details as required by Attachment E of the Oxford Subdivision Regulations – more information on Page 3. (A printed mylar will later need to be submitted in order to obtain signatures from City officials, following Council approval and prior to recording with Butler County.) Note: Upon checking an application for completeness, staff may require additional information and/or materials above and beyond the items listed above in order to perform a complete evaluation for compliance with relevant Code provisions. You are welcome to contact Community Development at 513-524-5204 ahead of submission to determine whether additional items may be required.
--

BOX 6 | APPLICANT SIGNATURE

<i>As the owner or owner's agent, I hereby agree all information contained in this application is true, accurate, and complete to the best of my knowledge. I acknowledge the application will first be checked by City staff for consistency with departmental requirements prior to determining a first meeting date with the Oxford City Council.</i>	
Applicant Name (Print) Mitchol Pappan	
Applicant Signature 	Date 6/27/24

Processing Fee

The appropriate processing fee amount will be determined during a completeness check by Community Development staff. It may take 1-2 business days for a completeness check to be performed. The applicant will receive a digital copy of a processing fee invoice via email once it is ready. Fees may be paid in-person by check or credit card at the Finance Department window on the first floor of the Oxford Municipal Building, 15 S College Avenue, Oxford OH 45056. For credit card payments, the City accepts Visa, MasterCard, or Discover, and such payments may also be taken over the phone by calling our Finance Department Utilities line at 513-524-5221, Option 1.

Record Plat Requirements For source text, see Oxford Subdivision Regulations [Attachment E](#)

Record Plat shall show the following: (Cover Sheet showing whole subdivision layout with specific Phase delineated for recording. Second sheet should show specifics required.)

- A. Name of Subdivision and Vol./Bk. ____ Pg. ____ for plat.
- B. The seal, registry number and signature of the registered surveyor and professional engineer who prepared the plat.
- C. North arrow, scale and date.
- D. Boundary lines, size and tract of whole site and each individual lot in square feet and acres along with the linear measurement thereof.
- E. The names and boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels including parcel and lot numbers, including Deed Bk. & Pg. numbers within 200 feet of the site.
- F. Locations, dimensions, widths and names of existing streets, alleys, lots, railroads, right-of-ways, easements, and parks.
- G. Location, dimensions, widths and names of proposed streets and alleys.
- H. The radii, arcs, lengths, points of tangency and central angles for all curvilinear streets and the radii and lengths for rounded corners.
- I. All new utility easements shall be shown. Water lines, gas lines, electric lines, telephone lines, sanitary sewer and detention/retention.
- J. 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.
- K. The zoning district in which the site is located and statement certifying that the subdivision satisfies all applicable requirements of the zoning district governing the use of the land at the time of approval.
- L. Building setback lines and dimensions.
- M. Lot numbers secured from the County Auditor.
- N. Restrictions and covenants included in the deeds to the lots of the subdivision (HOA Documents). Reference to such instrument shall be made on the plat as well as a Bk. ____ Pg. ____ reference to fill-in.
- O. Reference City Ordinance No.'s from Preliminary Subdivision, and any Planned Development, approvals.
- P. Acknowledgment by the owner or owners of the plat restrictions including dedication of public streets, parks, alleys and granting required easements (Requires notarized signatures).
- Q. Approval and acceptance clause for the signatures of City Representatives.

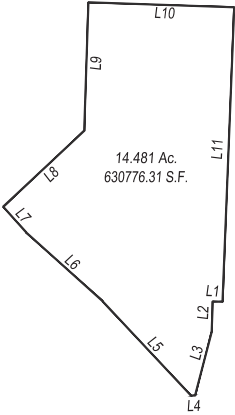
See also the **Standard Record Plat** in Oxford Subdivision Regulations [Attachment H](#). Snapshots below:

[illegible]

RECORD PLAT
OF
OXFORD TRACTOR SUPPLY

PART OF ORIGINAL OXFORD TOWNSHIP LOT 5 & 6,
SECTION 16, TOWN 5 NORTH, RANGE 1 EAST,
LOT 3823, CITY OF OXFORD
BUTLER COUNTY, OHIO
JUNE, 2024

LINE	BEARING	DISTANCE
L1	N 87°18'18" W	33.00'
L2	S 02°16'58" W	104.67'
L3	S 14°37'51" W	223.22'
L4	S 88°41'50" W	14.00'
L5	N 43°06'01" W	440.06'
L6	N 47°59'58" W	351.28'
L7	N 41°39'26" W	117.04'
L8	N 46°52'42" E	377.69'
L9	N 01°55'58" E	438.40'
L10	S 88°04'02" E	496.86'
L11	S 02°16'53" W	1004.83'



EASEMENTS ON SAID PLAT, DESIGNATED AS (UTILITY EASEMENTS OR PUBLIC UTILITY EASEMENTS) ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, AND OTHER PURPOSE FOR THE CONSTRUCTION AND MAINTENANCE OF, SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT AND OTHER PUBLIC OR QUASI CONNECTIONS, AND ALSO THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS AND TO CUT, TRIM OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATE ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES: 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES: 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING, BUT NOT LIMITED TO, TELEPHONE, GAS, ELECTRIC, AND CABLE SERVICES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF, AND ARE PERPETUALLY DEDICATED TO THE CITY OF OXFORD.

ALL EASEMENTS SHALL BE KEPT CLEAR OF DECKS, POOLS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE UTILITIES. EAVES MAY ENCROACH NO MORE THAN 18 INCHES INTO ANY EASEMENT.

ALL STREETS IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER. STREET NAME SIGNS ERRECTED, AND DRAINAGE STRUCTURES CONSTRUCTED AS PER APPROVED PLANS ON FILE IN THE CITY ENGINEER'S OFFICE. ALL STREETS SHALL BE CONSTRUCTED, WITH THE EXCEPTION OF THE TOP PAVEMENT COURSE FROM THE DATE THE PLAT IS APPROVED BY CITY COUNCIL, AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE CONSTRUCTED STREETS ARE APPROVED BY THE CITY ENGINEER.

ALL BUILDINGS ARE TO BE SERVED BY THE PUBLIC SEWER SYSTEM AND SHALL BE CONSTRUCTED SO AS TO PROVIDE GRAVITY FLOW TO THE SANITARY SEWER MAIN.

ANY LOT TRANSFERRED SHALL HAVE A MINIMUM WIDTH AND AREA SUBSTANTIALLY THE SAME AS SHOWN ON THE ACCOMPANYING PLAT AND ONLY ONE PRINCIPAL BUILDING WILL BE PERMITTED ON ANY SUCH LOT. ANY SPLITS OR FURTHER SUBDIVIDING SHALL BE DONE BY REPLAT ONLY, IF AN ADDITIONAL BUILDING SITE(S) IS CREATED.

TYPICAL FIFTEEN FOOT PUBLIC UTILITY EASEMENT TO BE PROVIDED AND DEDICATED ON ALL EXTERIOR LOT LINES, TYPICAL SEVEN AND ONE HALF FOOT PUBLIC UTILITY EASEMENTS TO BE PROVIDED AND DEDICATED ALONG ALL INTERIOR LOT LINES AS DEEMED NECESSARY BY THE CITY ENGINEER.

PUBLIC DRAINAGE EASEMENTS

EASEMENTS SHOWN ON THIS PLAT ARE FOR THE EXCLUSIVE USE OF THE CITY OF OXFORD FOR THE CONSTRUCTION, OPERATION, REPAIR OR REPLACEMENT OF STORM SEWER, MANHOLES, CATCH BASINS, CONCRETE CHANNELS, HEADWALLS, DITCHES OR OTHER STORM WATER FACILITIES UNLESS SPECIFIC PERMISSION IS GRANTED TO AN OUTSIDE AGENCY OR UTILITY. EASEMENTS ARE ALSO TO PROVIDE INGRESS/EGRESS FOR SAID PURPOSE.

THESE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, FENCES, DECKS, POOLS, PAVING, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE. EAVES MAY ENCROACH NO MORE THAN 18 INCHES INTO ANY EASEMENT. THE CITY OF OXFORD DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND THE CITY OF OXFORD IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. NO STRUCTURE MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT WHICH WILL CHANGE THE DIRECTION OF WATER FLOW.

THE CITY OF OXFORD ALSO WILL NOT BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVES, FIRE HYDRANTS, METERS PITS, ETC., AS A RESULT OF GRADE CHANGES. THE GRANTOR SHALL BE RESPONSIBLE FOR THE PROPER ADJUSTMENT OF MANHOLES, VALVES, FIRE HYDRANTS, METER PITS ETC., TO THE SATISFACTION OF THE CITY OF OXFORD, DUE TO GRADE CHANGES, PAVING, REPAVING, ETC., INITIATED BY THE GRANTOR.

THE UNDERSIGNED, BEING THE OWNER OF **14.481** TOTAL ACRES OF LAND IN **LOT 3823 OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO**, DO HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS **OXFORD TRACTOR SUPPLY**, AND DO HEREBY PERPETUALLY DEDICATE TO THE CITY OF OXFORD THE SHOWN **1.208 AC.** RIGHT-OF -WAY (WIDTH VARIES). STREETS FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF ROADWAY, PUBLIC UTILITIES POLES, WIRES, CONDUITS, AND NECESSARY ATTACHMENTS IN CONNECTION THEREWITH FOR THE TRANSMISSION OF ELECTRICITY, TELEPHONE, AND CABLE; AND FOR THE PURPOSES FOR THE CONSTRUCTION AND MAINTENANCE OF PIPE LINES FOR SUPPLYING GAS, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, IN STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARES THE SAME TO BE FREE AND UNENCUMBERED. THE TITLE ACQUIRED BY DEED BOOK **8998**, PAGE **878**.

IN WITNESS WHEREOF, WE HAVE UNTO SET OUR HANDS ON THIS ___ DAY OF _____ A.D., 20__.

WITNESS _____ OWNER _____

WITNESS _____ OWNER _____

STATE OF OHIO S.S.

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20__, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF OHIO, PERSONALLY CAME **5278 COLLEGE CORNER PIKE LLC** WHO ACKNOWLEDGED THE HE/SHE SIGN THE FOREGOING INSTRUMENT MENTIONED AND THAT THE SAME IS HIS/HER VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED. IN TESTIMONY WHEREOF, I HEREUNTO SUBSCRIBE MY NAME AND AFFIX MY NOTORIAL SEAL THIS DAY AND YEAR AFORESAID.

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES

APPROVED AND ACCEPTED BY THE CITY OF OXFORD COUNCIL BY ORDINANCE PASSED AT THE MEETING OF _____, 20__.

ORDINANCE # _____

CLERK OF COUNCIL _____ DATE _____

MAYOR _____ DATE _____

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

ENTERED FOR TRANSFER _____ A.D. 20__.
TRANSFERRED _____ A.D. 20__.

BY _____
AUDITOR BUTLER COUNTY, OHIO _____ DEPUTY _____

FILE FOR RECORD _____ AT _____
RECORDED _____ A.D. 2024
PLAT ENVELOPE _____ PAGES _____

BY _____
RECORDER, BUTLER COUNTY, OHIO _____ DEPUTY _____

FILE _____ FEE _____

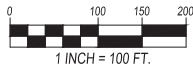
AES Surveying and Land Planning Inc.
888 Boardman-Carfield Rd., Suite A, Boardman, Oh 44512
Phone: (330) 953-0227

MSP PROPERTIES
C/O MITCHOL PAPPAN
P.O. BOX 2280
CRANBERRY, PA 16066
724-630-6448
mitchol@mnsdevelopment.com

5728 COLLEGE CORNER PIKE
OXFORD OHIO 45056

Date	June 2024	Revisions
Drawn By	RLJ	7-11-2024
Printed On	3/8/24	7-31-2024
Drawn By	3/8/24	
Scale	1" = 100'	
	1 OF 2	

RECORD PLAT



IRON PIN FOUND (AS SHOWN) ●

RAIL ROAD SPIKE FOUND ⊕

MAGNETIC SPIKE FOUND ⊙

NAIL SHANK FOUND ⊗

IRON PIN SET
5/8" REBAR, 30 INCHES
IN LENGTH, WITH I.D. CAP
"D. CLIPSE PS 8836"

N/F = NOW OR FORMERLY
CL = CENTERLINE
R/W = RIGHT OF WAY
M. = MEASURED DISTANCE
C. = CALCULATED DISTANCE
R. = RECORD DISTANCE

ACREAGE CHART

LOT _____ = 8.892 AC.
LOT _____ = 4.214 AC.
R/W _____ = 1.375 AC.
TOTAL _____ = 14.481 AC.

RIGHT OF WAY BREAKDOWN
EXISTING = 0.762 AC.
NEW = 0.613 AC.
TOTAL 1.375 AC.

(A) LANDS N/F OF
FIRST BAPTIST CHURCH OF OXFORD
D.B. 8113, PG. 2303
H4000028000006
LOT 1943

(B) LANDS N/F OF
RINGWOOD PROPERTY GROUP LLC
D.B. 10053, PG. 296
H4000028000015
SURVEY VOL. 35, PG. 42
LOT 1943

(C) LANDS N/F OF
DUDLEY FARMS LLC
H4000028000005
(UNABLE TO LOCATE DEED ONLINE)

(D) LANDS N/F OF
SQUARE D CO.
H40000280000013
LOT 2972
(UNABLE TO LOCATE DEED ONLINE)

BASIS OF BEARING
BASED ON THE OHIO STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE, NAD83,
OBSERVED JUNE 2024

CARL ANDREW SUMME & HERBERT J. SUMME
LANDS N/F OF
D.B. 8892, PG. 715
H510016000001

LANDS N/F OF
KOENIG EQUIPMENT, INC.
D.B. 6421, PG. 6
H4100028000030

TOTAL R/W (U.S. 27)
TO BE DEDICATED
0.036 AC.
1580.25 S.F.

LANDS N/F OF
GHCOL LLC
D.B. 7505, PG. 1174
H4100028000029
SURVEY VOL. 47, PAGE 79
LOT 3821

RECORD PLAT OF OXFORD TRACTOR SUPPLY

PART OF ORIGINAL OXFORD TOWNSHIP LOT 5 & 6,
SECTION 16, TOWN 5 NORTH, RANGE 1 EAST,
LOT 3823, CITY OF OXFORD
BUTLER COUNTY, OHIO
JUNE, 2024

LINE	BEARING	DISTANCE
L1	N 46°53'54" E	70.21'
L2	S 88°06'06" E	16.97'
L3	S 87°43'07" E	38.00'
L6	S 88°41'50" W	14.00'
L7	N 87°18'18" W	33.00'
L8	S 02°16'58" W	104.67'
L9	S 88°04'02" E	40.00'
L10	N 43°06'01" W	6.16'
L11	N 47°59'58" W	117.06'
L12	N 41°39'26" W	117.04'
L13	N 46°52'42" E	7.05'

DOCUMENT & SURVEY REFERENCES:

* DESCRIPTION BY DDS SURVEYING, INC., D.B. 6421, PAGE 6
* PLAT OF SURVEY VOL. 47, PAGE 79
* PLAT OF SURVEY VOL. 45, PAGE 95
* PLAT OF SURVEY VOL. 48, PAGE 162
* ODOT PLAN BUT-27-18.55

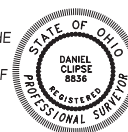
SURVEYOR'S CERTIFICATION

THIS SURVEY ON WHICH IT IS BASED WAS
PREPARED IN ACCORDANCE WITH AND SATISFY
THE MINIMUM STANDARDS FOR A BOUNDARY
SURVEY IN THE STATE OF OHIO AS CODIFIED IN
CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE
CODE IN EFFECT AT THAT TIME.

I DO HEREBY CERTIFY THAT THE SURVEY OF THE
LAND SHOWN HEREON WAS MADE UNDER MY
SUPERVISION AND IS CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

DANIEL CLIPSE, P.S. NO. 8836

DATE



7-31-24

TOTAL R/W (TODD RD.)
TO BE DEDICATED
1.339 AC.
58322.31 S.F.

LANDS N/F OF
WAL-MART REAL ESTATE
BUSINESS TRUST
D.B. 7739, PG. 1755
H4100028000016
PART OF LOT 1942
SURVEY VOL. 48, PAGE 162

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	12277.70'	139.87'	139.87'	N 43°25'45" W	0°39'10"

AES Surveying and Land Planning Inc.
888 Boardman-Carfield Rd., Suite A, Boardman, OH 44512
Phone: (330) 953-0227

MSP PROPERTIES
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CRANBERRY, PA 16066
724-630-6448
mitch@mspdevelopment.com

5728 COLLEGE CORNER PIKE
OXFORD OHIO 45056

Date	June 2024	Revisions	
Drawn By	RLJ	7-11-2024	
Printed By	3491-24	7-31-2024	
Drawn By	3491-24		
Scale	1" = 100'		
	2 OF 2		

RECORD PLAT