



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, OCTOBER 1, 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. Proclamation- Ageism Awareness Day 2024
 - B. Proclamation - Caroline Scott Harrison Day 2024
 - C. 2024 ShareFest Report - Ms. Carol Michael

- D. Notice to Legislative Authority - Cherry Tree Marketing LLC 327 W Spring St. Oxford, Ohio 45056 (Douglas R. Elliott, Jr., City Manager)
- E. 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 17, 2024 City Council Meeting. (Heather Barbour, Clerk of Council)
- B. A Resolution Declaring Certain City Property No Longer Needed For Any Municipal Purpose As Surplus And Authorizing Its Advertisement And Sale To The Highest Bidder At Public Auction Or Internet Auction. (John Jones, Police Chief)

6. Resolutions.

- A. A Resolution Authorizing The City Manager To Enter Into A \$250,000.00 Grant Agreement With The Ohio Department Of Public Safety To Engage In And Coordinate As Lead Agency For The Countywide OVI Taskforce (John Jones, Police Chief)
- B. A Resolution Authorizing The City Manager To Enter Into A New Agreement With Oxford Township, Butler County Ohio, And Authorizing The City Of Oxford To Provide Fire Protection And Emergency Medical Services To Oxford Township Pursuant To The Terms Of The Agreement. (Douglas R. Elliott, Jr., City Manager)
- C. A Resolution Authorizing The City Manager To Sign A Local Public Agency (LPA) Agreement With The Ohio Department Of Transportation (ODOT) For The Development Of The Oxford Area Trail System (OATS) Phase V – PID Number 117001; Agreement Number 37570. (Michael Dreisbach, Service Director)

- D. A Resolution Authorizing The City Manager To Sign A Local Public Agency (LPA) Agreement With The Ohio Department Of Transportation (ODOT) For The Development Of The Oxford Amtrak Station Project -Pid Number 118586 – Agreement Number 38696. (Michael Dreisbach, Service Director)
- E. A Resolution Placing A Moratorium, Not To Extend Beyond April 1, 2025, On New Short-Term Rentals Within R-1MS, R-2MS, R-3MS, And MU Zoning Districts In The City Of Oxford, Ohio (Sam Perry, Community Development 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 Amending And Supplementing The Oxford Municipal Code By Revising A Chapter Of Part 7, Business Regulation Code, Chapter 744, Revising The Tobacco Retailer License Requirements For The Sale Of Tobacco And Paraphanelia Products In The City Of Oxford (Sam Perry, Community Development Director)
- 2. An Ordinance Amending Ordinance No. 3750 Supplemental Budget Ordinance Number 5 To Make Supplemental Appropriations For Fiscal Year 2024. (Heidi Ridenour, Finance Director)

B. Second 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)

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.	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.		

Office of the Mayor

Proclamation

Whereas:

Ageism refers to the stereotypes (how we think), prejudice (how we feel), and discrimination (how we act) toward others based on age; and

WHEREAS, there are an estimated 83,000 adults in Butler County aged 60 and older who are impacted by ageism; and

WHEREAS, ageism toward older adults affects their health and longevity, financial well-being and the economy of the City of Oxford; and

WHEREAS, preventing ageism in education, employment, housing, culture, and healthcare will benefit all; and

WHEREAS, recognizing that it is up to all of us to ensure that older adults are respected and portrayed as capable, competent, effective, and valued in all areas of society; and

WHEREAS, ageism awareness and preventing ageism is beneficial to all citizens by improving quality of life within the City of Oxford,

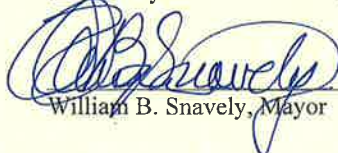
NOW, THEREFORE, I, William B. Snively, Mayor of the City of Oxford, Ohio, do hereby proclaim October 9th, 2024 as:

'AGEISM AWARENESS DAY'

in the City of Oxford and urge all citizens to recognize the importance of combating ageism, promoting inclusivity, and working together to create a more just and equitable society for people of all ages.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 1st day of October 2024.


William B. Snively, Mayor



Office of the Mayor

Proclamation

Whereas:

Caroline Scott Harrison was born in Oxford, Ohio, at Two South Campus Avenue, on October 1, 1832; and

WHEREAS, her father, John Witherspoon Scott, was a professor at Miami University, and her mother was Mary Neal Scott; and

WHEREAS, Caroline met Benjamin Harrison in Cincinnati while her father taught at Farmer's College. In 1852, Benjamin graduated from Miami University, and Caroline graduated from the Oxford Female Institute. They married in Oxford on October 20, 1853, in her parents' home at 131 West High Street; and

WHEREAS, Benjamin won the U.S. presidential election in 1888, and Caroline and Benjamin left for Washington, D.C., in 1889. Benjamin Harrison became the 23rd President of the United States when he was inaugurated on March 4th of that year; and

WHEREAS, Caroline was the first in the White House to have a decorated Christmas tree, and she was also responsible for having electricity installed in the White House; and

WHEREAS, an advocate of education for women, Caroline agreed to raise funds for the Johns Hopkins Medical School in 1890 on the condition that women be admitted on the same basis as men; and

WHEREAS, Caroline became the first President General of the newly formed Daughters of the American Revolution (DAR) in 1890; and

WHEREAS, Caroline Harrison's contributions as First Lady unfortunately are often overlooked, but she did much to further equality for women, and her plan for White House renovation contributed greatly to its future evolution; and

WHEREAS, Caroline died in the White House on October 25, 1892, and she was mourned by the nation. Funerals were held both in Washington, D.C., and in Indianapolis, Indiana, where she is buried at Crown Hill Cemetery, beside her husband who died in 1901; and

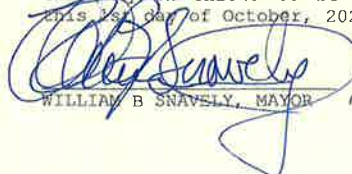
WHEREAS, a sculpture of Caroline Scott Harrison now sits in the backyard garden of the Oxford Community Arts Center, illuminating her importance to our community.

NOW, THEREFORE, I, William B. Snavely, Mayor of the City of Oxford, Ohio, do hereby proclaim October 1, 2024 as:

'Caroline Scott Harrison Day'

and urge all citizens to celebrate her importance here in Oxford and as First Lady.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 1st day of October, 2024.


WILLIAM B. SNAVELY, MAYOR



ShareFest
2024 Annual Report to Oxford City Council

Presented by Carol Michael
President of the ShareFest Board of Directors
October 2024

The **2024 ShareFest** was held on Thursday, May 16 through Tuesday, May 21.

This was our 19th year implementing ShareFest.

Section 1: Quantities Collected

We picked up materials from all residence halls on campus and accepted drop offs at our Chestnut Fields Parking Lot location from off campus students and community members.

This year we diverted over **73 tons** of food, clothing, furniture, household goods, and e-waste from the landfill.

Our beneficiary groups included:

- GoodWill of Greater Cincinnati received 7 trailers full of goods weighing 111,960 pounds. (55.98 tons)
- TOPSS received 3,286 pounds of food for their clients in addition to 2,114 pounds of materials which were passed along to several families connected with the Family Resource Center. (1.64 tons)
- Open Hands Pantry in Hamilton received an estimated 10.5 tons of food and materials to support their operation. Open Hands also accepted about 50 foam mattress pads which usually all go to the dumpster. They give them to homeless people who are living outside and use the pads to sleep.
- Parkview Arms Resident Council received approximately 2,000 pounds of furniture and household goods for a number of families in their community (1 ton)
- Thread Up Oxford received 1,262 pounds of clothing, hangers and furniture for their operation in Oxford. Some of the textiles went directly to families in Oxford. (0.63 tons)
- The International Student Scholars and Services Office at Miami University received 700 pounds of kitchen items to distribute to incoming international graduate students who arrive in the US with no kitchen items and very little funding. (0.35 tons)
- In an effort to divert more mattresses from the landfill we partnered with New Life Furniture Bank in Cincinnati. They were very selective on which mattresses they accepted. During two pick-ups they received 18 mattresses at an estimated weight of 2020 pounds. (1.01 tons)
- Cohen Recycling hauled away 8 gaylords of e-waste including 3 full buckets of batteries. They reported diverting 141 pounds of mixed batteries, 1,747 pounds of mixed e-waste, 449 pounds of tube tv's, and 47 pounds of lead acid batteries for a total of 2,384 pounds. (1.19 tons)
- Butler County Success Program is a group of community-school liaisons serving families in almost all of the Butler County public schools with the purpose of eliminating non-cognitive barriers to academic success. This year we had approximately five Success Liaisons, one college intern, and one volunteer participate in ShareFest receiving goods ranging from backpacks to microwave ovens and everything in between. We estimate we took about 3,300 pounds in one trailer and five SUV loads. These goods returned to four Butler County school districts and will be given directly to low income families in need. (1.65 tons)

Section 2: Volunteers

We are proud of the over 50 volunteers from the community who helped make ShareFest possible including my fellow ShareFest Board members:

Sam Perry, Secretary
Karen Baker, Treasurer
Rob Abowitz, Chair of Planning Committee
Chantel Raghu
Shana Rosenberg
and, Olivia Herron, the Director of Sustainability at Miami University

Site Coordinators Carol Katz
 Carla Blackmar Rice
 Rob Rollins
 Alice Latsch - TOPSS

Pick Up Volunteers Kate Rousmaniere advocate for Parkview Arms Resident Council
 Jamie Priessman from Parkview Arms Resident Council
 Jane Fields
 Steve Chaffin
 Cora Allen
 Suzy Hummel (TOPSS)
 Linda Simmons (TOPSS)
 Sherry Martin (TOPSS)
 And several others from TOPSS and our community at large.

There were 24 volunteers from Open Hands Food Pantry in Hamilton.

We also had approximately 10 paid staff from GoodWill of Greater Cincinnati including two supervisors.

We were also proud of the efforts provided by 12 student members of the **Talawanda Boys Tennis Team** with the guidance of Peter Thomas.

Section 3: Marketing

- With the help of 51 Miami University student volunteers, we hung 2000 door tags on rental properties across Oxford to remind them to participate in ShareFest.
- In coordination with the Miami ASG Secretary of Off Campus Affairs, we sent two emails to over 7500 off campus Miami University students.
- We posted about ShareFest on several Facebook pages including Miami University Parents & Families, Oxford Talk, and Oxford Neighborhood Share.
- The City of Oxford provided information about ShareFest in its Move-Out Guide on the City website and social media.
- We posted several times in the Miami Student Life Instagram account.
- We hung posters on almost 150 dumpsters throughout the City of Oxford.
- Our partners at GoodWill also sent marketing emails and social media posts.

Section 4: Expenses

Our expenses continue to be very modest thanks to gifts in kind from the City of Oxford which provided two roll-off dumpsters for damaged and unacceptable donations and Miami University which permitted the use of a section of Chestnut Fields Parking Lot, and provided signage for the lot. Our partners at Thread Up Oxford also provided the use of their large van for doing pick-ups.

Our other expenses which amounted to under \$500 were covered by past donations from individuals and churches in the City of Oxford.

Section 5: Off Campus Student and Community Donations

This year we recorded over 710 drop-offs of donations from students who live off campus and their parents and members of the Oxford community. This was a 37% increase from 2023. Once again, we had a lot of community members taking advantage of the free e-waste recycling which was enabled by our partner at Butler County Recycling and Solid Waste.

Section 6: Final Thoughts

Overall it was a very successful year for ShareFest. It was our 19th year. Members of our planning committee have discussed some minor adjustments for next year but nothing major.

I thank each and every person and organization that made ShareFest a success this year!

We continue to appreciate the partnership with the City of Oxford and welcome your continued support and guidance in this important endeavor.



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:	9/18/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	Notice to Legislative Authority - Cherry Tree Marketing LLC 327 W Spring St. Oxford, Ohio 45056 (Douglas R. Elliott, Jr., City Manager)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

1416427		TREX		CHERRY TREE MARKETING LLC 327 W SPRING ST OXFORD OH 45056
PERMIT NUMBER		TYPE		
06	01	2023		
ISSUE DATE				
08	22	2024		
FILING DATE				
D5		D6		
PERMIT CLASSES				
09	088	A	F32011	
TAX DISTRICT		RECEIPT NO.		

FROM 09/11/2024 SAFEKEEPING

9171036				URBAN AXES CINCINNATI LLC DBA URBAN AXES 2010 ELM ST CINCINNATI OH 45202
PERMIT NUMBER		TYPE		
06	01	2023		
ISSUE DATE				
08	22	2024		
FILING DATE				
D5		D6		
PERMIT CLASSES				
31	066			
TAX DISTRICT		RECEIPT NO.		



MAILED 09/11/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/15/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TREX 1416427**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF OXFORD CITY COUNCIL
15 SOUTH COLLEGE AVE
OXFORD OHIO 45056



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, SEPTEMBER 17, 2024 AT 7:30 PM

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.

A regular meeting of the Oxford City Council was called to order by Mayor Snively on Tuesday, September 17, 2024, at 7:31 p.m. Members in attendance were Jason Bracken, Michael Smith, Chantel Raghu, Amber Franklin, David Prytherch, and Alex French.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Michael Dreisbach, Service Director; 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. Chris Conard, 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 # 7

NAY # 0
ABS # 0

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.

Public Comment - None.

5. Consent Agenda.

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

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

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)

Motion – To Adopt Resolution No. 7631
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

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

Council.

Public Comment - None.

- B. A Resolution Extending The Existing Moratorium, On Alley Development, To January 16, 2025 (Sam Perry, Community Development Director)

Motion – To Adopt Resolution No. 7632.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 5
NAY # 2
ABS # 0

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

Public Comment - Mr. Scott Webb, 103 West Walnut Street - Mr. Webb shared his confusion about the moratorium and questioned who is bringing it forward. Mr. Webb asked what emergency caused the moratorium to be put in place. Mr. Webb brought up disagreements with the challenges shown on the slides Staff shared during the Council Work Session on September 3rd. Mr. Webb spoke in opposition to this Resolution. Mr. Webb mentioned waiting for the big zoning code rewrite that is underway or happening and not approving the moratorium.

Public Comment - Mr. Jim Clawson, 6405 Contreras Road - Mr. Clawson spoke in opposition to this Resolution. Mr. Clawson mentioned the Council's interest in infill development. Mr. Clawson noted hooking up a recent building to the storm and paid for that to run the storm all the way to Spring Street. Mr. Clawson agreed to do what was right and worked with the City. Mr. Clawson asked about the emergency or problem that caused the moratorium.

- 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)

Motion – To Adopt Resolution No. 7633.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

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

Public Comment - None.

- 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)

Motion – To Adopt Resolution No. 7634.

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

AYE # 7

NAY # 0

ABS # 0

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

Public Comment - None.

- 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)

Motion – To Adopt Resolution No. 7635.

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

AYE # 2

NAY # 5

ABS # 0

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

Public Comment - None.

- 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)

Motion – To Adopt Resolution No. 7636.

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

AYE # 7

NAY # 0

ABS # 0

Mr. Wooddell presented his 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

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)

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

Public Comment - None.

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.

Motion – To Adjourn at 8:43 p.m.
 (Voice Vote) 1st Ms. Raghu 2nd Mr.Prytherch
 AYE # 7
 NAY # 0
 ABS # 0



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Police Division
PREPARED BY:	John Jones
DATE PREPARED:	9/12/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Declaring Certain City Property No Longer Needed For Any Municipal Purpose As Surplus And Authorizing Its Advertisement And Sale To The Highest Bidder At Public Auction Or Internet Auction. (John Jones, Police Chief)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The listed vehicles have reached the end of useful service to the Police Division. Staff requests authorization to declare the vehicles as surplus so they may be taken out of service. Staff recommends that the council approve the city manager to auction the following surplus vehicle(s):

1. Unit # 148: 2007 Ford Crown Victoria, VIN: 2FAFP71W37X102508
2. Unit # 8648: 2008 Ford Crown Victoria, VIN: 2FAHP71V88X164648
3. Unit # 9730: 2009 Ford Crown Victoria, VIN: 2FAHP71V29X142730

This Resolution will authorize the City Manager to dispose of the above reference vehicles by public auction, including an Internet electronic auction, at the earliest convenience of the City.

RESOLUTION NO.

A RESOLUTION DECLARING CERTAIN CITY PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AS SURPLUS AND AUTHORIZING ITS ADVERTISEMENT AND SALE TO THE HIGHEST BIDDER AT PUBLIC AUCTION OR INTERNET AUCTION.

WHEREAS, Unit #148: 2007 Ford Crown Victoria, VIN: 2FAFP71W37X102508, Unit # 8648: 2008 Ford Crown Victoria, VIN: 2FAHP71V88X164648, and Unit # 9730: 2009 Ford Crown Victoria, VIN: 2FAHP71V29X142730 are no longer needed for Police Division operations; and

WHEREAS, the City Manager and the Police Chief recommend that Unit #148: 2007 Ford Crown Victoria, VIN: 2FAFP71W37X102508, Unit # 8648: 2008 Ford Crown Victoria, VIN: 2FAHP71V88X164648, and Unit # 9730: 2009 Ford Crown Victoria, VIN: 2FAHP71V29X142730 be declared surplus and that the same be advertised and sold to the highest bidder at public auction or internet auction at the earliest convenience of the City.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and hereby declares that Unit #148: 2007 Ford Crown Victoria, VIN: 2FAFP71W37X102508, Unit # 8648: 2008 Ford Crown Victoria, VIN: 2FAHP71V88X164648, and Unit # 9730: 2009 Ford Crown Victoria, VIN: 2FAHP71V29X142730 are surplus.

SECTION 2: Council further authorizes the advertisement and sale of Unit #148: 2007 Ford Crown Victoria, VIN: 2FAFP71W37X102508, Unit # 8648: 2008 Ford Crown Victoria, VIN: 2FAHP71V88X164648, and Unit # 9730: 2009 Ford Crown Victoria, VIN: 2FAHP71V29X142730 to the highest bidder at public auction or internet auction, with proceeds thereof deposited in the General Fund.

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:	Police Division
PREPARED BY:	John Jones
DATE PREPARED:	9/12/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A \$250,000.00 Grant Agreement With The Ohio Department Of Public Safety To Engage In And Coordinate As Lead Agency For The Countywide OVI Taskforce (John Jones, Police Chief)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve the Resolution
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The Oxford Division of Police is the lead agency for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2025. In order to continue with this program, Oxford must accept the grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2025.

The administration of the grant involves both police and finance personnel. Oxford would serve as the lead agency for FY2025. There are 13 agencies within Butler County that participate in the grant program, and funding for FY2025 is \$250,000. This amount will be awarded to Oxford for distribution to participating agencies according to the terms of memorandums of understanding executed by officials of those 13 agencies. Funding through the program is essentially completed on a reimbursement basis. Participating agencies pay their officers and then submit reimbursement from Oxford. Reimbursements are done on a monthly basis.

This resolution will authorize the City Manager to accept the ODPS OVI grant on behalf of the Police Division.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A \$250,000.00 GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY TO ENGAGE IN AND COORDINATE AS LEAD AGENCY FOR THE COUNTYWIDE OVI TASKFORCE.

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to enter into a \$250,000.00 grant agreement with the Ohio Department of Public Safety to engage in and coordinate as Lead Agency for the countywide OVI Taskforce.

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

SECTION 1: Council, having determined that it would be beneficial to the City of Oxford to serve as Lead Agency of the OVI Taskforce by providing funding for multiple sobriety checkpoints and saturation patrols at various locations in Butler County; Council hereby accepts the recommendation of the City Manager and the Police Chief to enter into a grant agreement.

SECTION 2: The City Manager is hereby authorized to enter into a \$250,000.00 grant agreement with the Ohio Department of Public Safety to engage in and coordinate as Lead Agency for the County-wide OVI Taskforce.

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)



Agency:	Oxford Division of Police
Grant Number:	OVI-2025-Oxford Division of Police-00003

FFY 2025 Grant Information

Congratulations! Your Federal Fiscal Year (FFY) 2025 grant proposal has been approved!

The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version." The GRANTS Plus System/PDF version, this letter and attached certificate comprise the entire executed agreement for this grant. Any concerns regarding modifications to your initial proposal must be addressed and resolved prior to the expenditure of grant funds.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus.

The OTSO representative assigned to this grant is Julie Karchnick and can be contacted at (614) 466-3250 or jlkarchnick@dps.ohio.gov.

Please note the following **SPECIAL CONDITIONS** for FFY 2025:

- All FFY2025 grant requirements (Terms and Conditions, due dates, and individual grant requirements) will be enforced, and sub-recipients must complete the approved work plans (e.g., events, blitz enforcement hours, meetings, etc.). Failure to follow grant requirements could result in being placed in Sub-recipient on Notice status.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Emily Davidson

Emily Davidson, Director
Ohio Traffic Safety Office

TRAFFIC SAFETY GRANT AWARD

PRESENTED TO:	
Oxford Division of Police	
FFY2025 Grant #:	OVI-2025-Oxford Division of Police-00003
UEI Number:	KXEKKCP6N6R5
Agency of Record:	City of Oxford

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2025. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
20.600	State and Community Highway Safety	\$250,000.00	69A375233000040200H0 69A375243000040200H0

Authorized to Proceed Date: October 1, 2024

Agreement Termination Date: September 30, 2025

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2024.

Emily Davidson

Director, Ohio Traffic Safety Office



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:	9/12/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A New Agreement With Oxford Township, Butler County Ohio, And Authorizing The City Of Oxford To Provide Fire Protection And Emergency Medical Services To Oxford Township Pursuant To The Terms Of The Agreement. (Douglas R. Elliott, Jr., City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The City of Oxford has an agreement with Oxford Township for the provision of Fire and EMS services in the unincorporated portion of Oxford Township. The current two-year agreement expires on December 31, 2024. Under the current agreement Oxford Township contributes \$158,000 per year. Both parties reached a tentative agreement for a new four-year agreement at \$200,000 per year (a 26.6% increase). The calculation of a new agreement begins with the current 2024 Operating Budget for the Fire/EMS Fund, subtracting EMS billing revenue, and then multiplying the resultant net amount by the percentage of Fire and EMS calls for Oxford Township (6.5% in 2023). The new agreement includes completing annual Fire Inspections for all commercial establishments in the unincorporated portion of Oxford Township (less than 12). This was previously done by the Oxford Division of Fire and EMS. But it was not in the agreement. On the agenda is a resolution authorizing the City Manager to sign the proposed agreement with Oxford Township Trustees.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH OXFORD TOWNSHIP, BUTLER COUNTY OHIO, AND AUTHORIZING THE CITY OF OXFORD TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO OXFORD TOWNSHIP PURSUANT TO THE TERMS OF THE AGREEMENT.

WHEREAS, the City Manager and the Fire Chief recommend Council authorize the City Manager to enter into a new agreement with Oxford Township, Butler County Ohio, and authorizing the City of Oxford to provide Fire Protection and Emergency Medical Services to Oxford Township pursuant to an agreement in a form substantially similar to the agreement attached hereto as Exhibit "A" and acceptable to the Law Director.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Fire Chief and hereby authorizes the City Manager to enter into a new agreement with Oxford Township, Butler County Ohio, and authorizing the City of Oxford to provide Fire Protection and Emergency Medical Services to Oxford Township pursuant to an agreement in a form substantially similar to the agreement attached hereto as Exhibit "A" and acceptable to the Law Director.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

**AGREEMENT BETWEEN THE CITY OF OXFORD AND
OXFORD TOWNSHIP, BUTLER COUNTY, OHIO**

This **Agreement** is made and entered into this 1st day of December, 2024, by and between the City of Oxford and Oxford Township, Butler County, Ohio.

WITNESSETH:

Whereas, Oxford Township desires to avail itself of the fire protection and emergency medical service offered and provided by the City of Oxford and to fairly compensate the City of Oxford for such services; and

Whereas, the City of Oxford wishes to provide such services and to be fairly compensated.

Now, therefore, it is mutually agreed and undertaken by and between the parties as follows:

1. The City of Oxford, Ohio agrees to furnish Oxford Township, Ohio fire protection and emergency medical services for a period beginning January 1, 2025 and continuing through December 31, 2028, unless sooner terminated by either party as provided hereafter.
2. The City of Oxford agrees to provide the above services on a twenty-four (24) hours per day, seven (7) days per week basis for the term of this agreement.
3. Oxford Township agrees to compensate the City of Oxford a total sum of \$200,000 each year. Payment for services will be due as follows: 50% or \$100,000 on June 30 of the contract year and the remaining amount of \$100,000 on or before December 31 of the same year.
4. As part of the consideration for this Agreement, pursuant to O.R.C. §505.441 and O.R.C. §505.84, Oxford Township hereby delegates to the City of Oxford the authority to bill, collect and retain all applicable charges for emergency medical services, the charge as set by the City of Oxford and as adopted by Oxford Township. No credit will be given for any of the money collected by the City of Oxford, as this Agreement is based on the City of Oxford receiving that money. No accounting of the money collected for emergency medical services provided to unincorporated Township residents shall be required by the City of Oxford.
5. The parties agree that negotiations for a new contract will begin no later than September 1, 2028. The parties also agree to meet annually to discuss equipment replacement plans and other Fire/EMS issues of mutual interest.

6. The City of Oxford agrees to maintain emergency vehicle capability for addressing the unique fire suppression needs of Oxford Township including a 4x4 emergency vehicle and pumper/tanker with a tank capacity of at least 1,500 gallons. Also, both parties recognize that future contracts may include a contribution amount for future Fire/EMS vehicle purchases.
7. The City agrees to provide general liability insurance with a limit of One Million Dollars (\$1,000,000) and to list Oxford Township as an additional insured for any and all claims related to the services performed under this agreement. Oxford Township agrees to carry general liability insurance with a limit of One Million Dollars (\$1,000,000) with the City of Oxford listed as an additional insured for any and all claims related to the services performed under this agreement. Each party shall be responsible for the cost of its own insurance.
8. The City of Oxford agrees to complete annual fire inspections for all commercial establishments in the unincorporated portion of Oxford Township.
9. City of Oxford agrees to provide Oxford Township with an annual report of all calls/runs in Oxford Township including type of response.
10. The City of Oxford agrees to provide computer access to Oxford Township so that Oxford Township can obtain a report or compile a report monthly of all calls/runs in Oxford Township including type of response, and the amount billed for each run and the amount received for each run from the person or entity, for each run. Annually the total amount collected will be provided. The cost of preparing any additional reports required by Oxford Township will be billed to Oxford Township.
11. This Agreement constitutes the entire understanding between the parties concerning the City of Oxford's obligation to Oxford Township for providing fire protection and emergency medical service in Oxford Township, Butler County, Ohio. Any amendment or modifications to this Agreement shall only be effective when reduced to writing and signed by both parties.
12. In order to facilitate communications between the City of Oxford and Oxford Township, the following individuals are designated as the persons to whom all inquiries or communication should be directed on behalf of their respective entity:

City of Oxford
Douglas R. Elliott Jr.
City Manager
15 South College Avenue

Oxford Township
Gary Salmon
Oxford Township Trustee
925 South Main Street

Oxford, OH 45056

Oxford, OH 45056

13. This contract shall become effective upon its execution by both parties.
Executed on the day and date first above written.

CITY OF OXFORD, OHIO

OXFORD TOWNSHIP

Douglas R. Elliott, Jr.
City Manager
Pursuant to Resolution
No.

Norma Pennock
Trustee

Gary Salmon
Board Vice President

Kate Rousmaniere
President



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:	9/23/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Sign A Local Public Agency (LPA) Agreement With The Ohio Department Of Transportation (ODOT) For The Development Of The Oxford Area Trail System (OATS) Phase V – PID Number 117001; Agreement Number 37570. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	Proposed 2025 CIP Budget - \$6,638,071
ACCOUNT CODE:	TBD
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE MBD

DISCUSSION:

The City of Oxford, in conjunction with Bayer Becker Engineering, continues developing final plans for the construction of the Oxford Area Trail System (OATS) - Phase V. This phase of the OATS trail will connect Talawanda High School (US27, University Park Blvd, and OATS Ph. III) with Talawanda Middle School (SR 732 and OATS Ph. IV). This project is programmed in the City's Capital Improvement Plan for award in 2025 at a cost of \$6.638M.

The Ohio Department of Transportation (ODOT) has committed to funding 60% of eligible costs for the project up to a maximum amount of **\$2,763,730**. The City, as the Local Public Agency (LPA) will be responsible for all locally funded work as defined in the agreement. The Agreement defines responsibilities as to project development and design, environmental duties, right of way, utilities, and railroad coordination obligations, and procedures for the advertising, sale, and award of contracts for the project. The Agreement also defines Construction contract administration and the LPA's responsibilities for the project.

By local-letting this project, the City will save 10% in construction engineering costs (associated with federal funding) – in this case, approximately \$405,000. The responsibility of project management will fall on the City's LPA representative, City Engineer Scott Otto. The City will be responsible for advertising, sale, and award of the contract, all aspects of contract administration, as well as project inspection and reporting.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached "LPA Federal Local-Let Project Agreement" with the Ohio Dept. of Transportation for ODOT PID 117001 - BUT Oxford Area Trail Phase V - Agreement No. 37570.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE DEVELOPMENT OF THE OXFORD AREA TRAIL SYSTEM (OATS) PHASE V – PID NUMBER 117001; AGREEMENT NUMBER 37570.

WHEREAS, The City of Oxford, in conjunction with Bayer Becker Engineering, continues developing final plans for the construction of the Oxford Area Trail System (OATS) - Phase V. This phase of the OATS trail will connect Talawanda High School (US27, University Park Blvd, and OATS Ph. III) with Talawanda Middle School (SR 732 and OATS Ph. IV); and

WHEREAS, this project is programmed in the City's Capital Improvement Plan for award in 2025 at a cost of \$6.638 Million; and

WHEREAS, The Ohio Department of Transportation (ODOT) has committed to funding 60% of eligible costs for the project up to a maximum amount of \$2,763,730; and

WHEREAS, The City, as the Local Public Agency (LPA) will be responsible for all locally funded work as defined in the agreement; and

WHEREAS, the City Manager and the Service Director recommends the City Council approve this Resolution authorizing the City Manager to sign the attached “LPA Federal Local-Let Project Agreement” with the Ohio Dept. of Transportation for ODOT PID 117001 - BUT Oxford Area Trail Phase V - Agreement No. 37570.

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

SECTION 1: City Council hereby authorizes the City Manager to sign the attached “LPA Federal Local-Let Project Agreement” with the Ohio Dept. of Transportation for ODOT PID 117001 - BUT Oxford Area Trail Phase V - Agreement No. 37570.

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

MAYOR

ADOPTED:

ATTEST:

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

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Oxford (LPA), 15 S. College Avenue, Oxford, OH 45056.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **Oxford Area Trail Phase 5 Project (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$6,189,532** as set forth in Attachment 1. ODOT shall provide to the LPA **60 percent** of the eligible costs, up to a maximum of **\$2,763,730** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended

by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Douglas R. Elliott, Jr.
City Manager
15 S. College Street
Oxford, OH 45056

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within

all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Douglas R. Elliott, Jr.	Tammy K. Campbell, P.E.
City Manager	District 8 Deputy Director
15 S. College Street	505 S. State Route 741
Oxford, OH 45056	Lebanon, OH 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

³ [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and

any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile 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 a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF OXFORD	STATE OF OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: City Manager	Jack Marchbanks, Ph.D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100			0					
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0					
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0					
PROJECT CONSTRUCTION COSTS	\$1,842,486	40	LNTP	\$2,763,730	60	4TB7				\$4,606,216
CONSTRUCTION COST OVER CAP	\$1,178,393	100	LNTP		0					\$1,178,393
CONSTRUCTION ENGINEERING	\$404,923	100	LNTP		0					\$404,923
TOTALS	\$3,425,802			\$2,763,730						\$6,189,532

Attachment 2

117001
PID NUMBER

37570
AGREEMENT NUMBER

SAM UNIQUE ENTITY ID

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

Contractor Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	



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:	9/23/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Sign A Local Public Agency (LPA) Agreement With The Ohio Department Of Transportation (ODOT) For The Development Of The Oxford Amtrak Station Project -Pid Number 118586 – Agreement Number 38696. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	Proposed Capital Improvement Plan 2027 - \$2,720,229.00
ACCOUNT CODE:	TBD
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE MBD

DISCUSSION:

The City of Oxford, in conjunction with AECOM Engineering, continues developing final plans for the construction of the Amtrak Passenger Rail Platform. This project is programmed in the City's Capital Improvement Plan for award in 2027 at a cost of \$2.72M. This project will deliver a rail platform for passenger rail travel in Oxford on South Main Street near Chestnut Street. The project area abuts the Butler County Regional Transit Authority's multi-modal facility currently under construction, the future Oxford Area Trail System - Phase V Chestnut Connector, as well as the City's established sidewalk network.

The Ohio Department of Transportation (ODOT) has committed to funding 80% of eligible costs for the project up to a maximum amount of **\$2,096,183**. The City, as the Local Public Agency (LPA) will be responsible for all locally funded work as defined in the agreement. The Agreement defines responsibilities as to project development and design, environmental duties, right of way, utilities, and railroad coordination obligations, and procedures for the advertising, sale, and award of contracts for the

project. The Agreement also defines construction contract administration and the LPA's responsibilities for the project.

By local-letting this project, the City will save 10% in construction engineering costs (associated with federal funding) – in this case, approximately \$183,500. The responsibility of project management will fall on the City's LPA representative, City Engineer Scott Otto. The City will be responsible for advertising, sale, and award of the contract, all aspects of contract administration, as well as project inspection and reporting.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached "LPA Federal Local-Let Project Agreement" with the Ohio Dept. of Transportation for ODOT PID 118586 - BUT Oxford Amtrak Station - Agreement No. 38696.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE DEVELOPMENT OF THE OXFORD AMTRAK STATION PROJECT - PID NUMBER 118586 – AGREEMENT NUMBER 38696.

WHEREAS, The City of Oxford, in conjunction with AECOM Engineering, continues developing final plans for the construction of the Amtrak Passenger Rail Platform; and

WHEREAS, this project is programmed in the City's Capital Improvement Plan for award in 2027 at a cost of \$2.72 Million; and

WHEREAS, The Ohio Department of Transportation (ODOT) has committed to funding 80% of eligible costs for the project up to a maximum amount of \$2,096,183; and

WHEREAS, The City, as the Local Public Agency (LPA) will be responsible for all locally funded work as defined in the agreement; and

WHEREAS, the City Manager and the Service Director recommends the City Council approve this Resolution authorizing the City Manager to sign the attached “LPA Federal Local-Let Project Agreement” with the Ohio Dept. of Transportation for ODOT PID 118586 - BUT Oxford Amtrak Station - Agreement No. 38696.

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

SECTION 1: City Council hereby authorizes the City Manager to sign the attached “LPA Federal Local-Let Project Agreement” with the Ohio Dept. of Transportation for ODOT PID 118586 - BUT Oxford Amtrak Station - Agreement No. 38696.

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

MAYOR

ADOPTED:
ATTEST:

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

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Oxford (LPA), 15 S. College Avenue, Oxford, OH 45056.**

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code (ORC)** provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **Oxford Amtrak Station Project (PROJECT)** is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **\$2,803,645** as set forth in Attachment 1. ODOT shall provide to the LPA **80 percent** of the eligible costs, up to a maximum of **\$2,096,183** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the improvements and construction engineering/inspection activities of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT or ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for

ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

- 4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [ODOT's Office of Contracts](#). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended

by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

- 6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.
- 7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers’ Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30% of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100% locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Douglas R. Elliott, Jr.
City Manager
15 S. College Street
Oxford, OH 45056

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
- 8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.
- 8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.
- 8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within

all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Douglas R. Elliott, Jr.	Tammy K. Campbell, P.E.
City Manager	District 8 Deputy Director
15 S. College Street	505 S. State Route 741
Oxford, OH 45056	Lebanon, OH 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved Federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.



3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. ⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 **Financial Reporting and Audit Requirements:** One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of \$750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics and Conflict of Interest Laws:** LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest laws as provided by ORC 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and

any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 **Lobbying:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.
- 15.9 **Debarment.** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile 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 a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF OXFORD	STATE OF OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title: City Manager	Jack Marchbanks, Ph.D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100			0					
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0					
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0					
PROJECT CONSTRUCTION COSTS	\$524,046	20	LNTP	\$2,096,183	80	4TA7				\$2,620,229
CONSTRUCTION ENGINEERING	\$183,416	100	LNTP		0					\$183,416
TOTALS	\$707,462			\$2,096,183						\$2,803,645

Attachment 2

118586
PID NUMBER

38696
AGREEMENT NUMBER

SAM UNIQUE ENTITY ID

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

LPA Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
LPA signature:	

Contractor Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
	Error! Reference source not found.
ODOT Approval signature:	



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:	9/25/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	A Resolution Placing A Moratorium, Not To Extend Beyond April 1, 2025, On New Short-Term Rentals Within R-1MS, R-2MS, R-3MS, And MU Zoning Districts In The City Of Oxford, Ohio (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing For All & Economic Development
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as presented
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

During the time range of the Short Term Rental moratorium that was approved on March 5, city staff and Planning Commission developed Zoning Code Text amendments. The text amendments that were adopted by Council in August, added a new requirement for Short Term Rentals to be a primary residence only. The requirement was added for Zoning Districts R-1A, R-1B, R-2A and R-3. No new requirements were added for Mile Square Area Residential Zoning Districts because the percentage of approved rentals was high. Some Council members requested that the Mile Square area also be considered. The proposed moratorium would put in place a new moratorium only for the R-1MS, R-2MS, R-3MS and MU Residential Zoning Districts. The MU district does include some privately owned homes. Any existing approved Short Term Rentals would be allowed to continue to operate during the moratorium. According to data from AirDNA, there are or were approximately 60 active Short Term Rentals in the Mile Square area. The exact addresses are unknown; therefore, city staff does not know if the 60 are permitted Short Term Rentals or not.

RESOLUTION NO.

A RESOLUTION PLACING A MORATORIUM, NOT TO EXTEND BEYOND APRIL 1, 2025, ON NEW SHORT-TERM RENTALS WITHIN R-1MS, R-2MS, R-3MS AND MU ZONING DISTRICTS IN 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, the City of Oxford (“City”) has set goals to increase the supply of housing units within the City of Oxford; and

WHEREAS, on March 5, 2024, and August 20, 2024, the City Council adopted Resolution Numbers 7577 and 7627, a moratorium on new short-term rentals, city-wide, extending to September 30, 2024; and

WHEREAS, the Planning Commission reviewed short-term rental data including AirDNA, and recommended a zoning code text amendment; and

WHEREAS, the City Council adopted Ordinance 3744, a zoning code text amendment regarding Zoning Districts R-1A, R-1B, R-2A and R-3 on August 20, 2024; and

WHEREAS, on August 20 and September 17, Council members expressed interested in an additional moratorium and possible code amendments for the MS District Area; and

WHEREAS, according to AirDNA research, there are or were approximately 60 active Short Term Rentals in the MS District Area; and

WHEREAS, during the moratorium period, City staff will strive to draft and propose a zoning code text amendment for Planning Commission and Council consideration; and

WHEREAS, the Moratorium will expire on April 1, 2025 unless extended for good cause by Council.

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 extension, not to extend beyond April 1, 2025.

SECTION 2: No new short-term rentals shall be permitted or licensed within the R-1MS, R-2MS, R-3MS AND MU zoning districts within the City of Oxford.

SECTION 3: 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 4: 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: COUNCILOR DAVID PRYTHERCH

PREPARED BY: COMMUNITY DEVELOPMENT (STAFF)
CHECKED 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
DATE PREPARED:	9/25/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	An Ordinance Amending And Supplementing The Oxford Municipal Code By Revising A Chapter Of Part 7, Business Regulation Code, Chapter 744, Revising The Tobacco Retailer License Requirements For The Sale Of Tobacco And Paraphanelia Products In The City Of Oxford (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Economic Development & Service Excellence
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as presented
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

Throughout 2022 and 2023, in response to community demand and City Council direction, city staff developed a Tobacco Retailer Licensing regulation program for Council consideration. The intent of the program is to minimize tobacco and vape access to youth in the community by requiring a license for all retailers. If the establishment does not follow requirements, the license can be revoked, suspended or denied, as appropriate for the violation. Civil and criminal penalties are also available to the City, as needed for the situation.

Assistant City Manager Jessica Greene secured a grant from Interact For Health for implementation of the licensing regulation program. In August 2023, Ordinances 3730 and 3731 were adopted by Council, to be implemented in spring 2024. The Ohio legislature later passed state statutes that limited cities' abilities for tobacco licensing regulation, which placed Oxford's implementation on hold. Litigation between the City of Columbus and the State of Ohio resulted, and was eventually decided in Franklin County Court, which now allows Oxford and other cities to proceed with local licensing regulations. The proposed text amendments are revisions to the implementation date and other procedural clarifications so that the program can move forward. There are approximately 23 tobacco retail establishments in the City

of Oxford currently. The implementation will be primarily handled by a new part-time city inspector, Benjamin Braeutigam. Because of the implementation delay caused by law changes and litigation, retailers that previously submitted their applications and paid their fees will be credited for their upcoming application due date. The annual application and renewal month will be November of each year.

ORDINANCE NO.

AN ORDINANCE AMENDING AND SUPPLEMENTING THE OXFORD MUNICIPAL CODE BY REVISING A CHAPTER OF PART 7, BUSINESS REGULATION CODE, CHAPTER 744, REVISING THE TOBACCO RETAILER LICENSE REQUIREMENTS FOR THE SALE OF TOBACCO AND PARAPHERNALIA PRODUCTS IN THE CITY OF OXFORD.

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government; and

WHEREAS, the City of Oxford desires to ensure proper training and enforcement of the restrictions on the sales of tobacco and nicotine-containing products to those under the age of 21; and

WHEREAS the Oxford Comprehensive Plan lists a goal of a Connective, Livable, and Equitable community for all and outlines an action of supporting high-quality health services for the region; and

WHEREAS, there are currently approximately 23 Tobacco Retail Establishments in the City of Oxford; and

WHEREAS, the City of Oxford City Council adopted Ordinances 3730 and 3731 on August 1, 2023; and

WHEREAS, implementation of the ordinance became delayed due to a case involving the City of Columbus, Ohio and the State of Ohio; and

WHEREAS, implementation may now proceed, therefore the starting date for licensing needs to be adjusted.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oxford, Ohio:

SECTION I: That Part 7 of the Business Regulation Code of the Oxford Municipal Code is hereby amended to include revisions to Chapter 744, entitled "Tobacco Retailer Licensing Requirements," as seen attached hereto as Exhibit A and incorporated herein by reference.

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: COMMUNITY DEVELOPMENT STAFF

CHECKED BY: LAW

Exhibit A

744: Tobacco Retailer Licensing Requirements

744.01 Definitions.

744.02 Tobacco Retail License Required; Application Procedure.

744.03 Denial, Suspension, and Revocation of License.

744.04 License Fees and Fines.

744.05 Tobacco Retailer Density.

744.06 Proximity of Tobacco Retail Establishments to Youth-Oriented Facilities.

744.07 Prohibited Sales.

744.08 Compliance Checks and Inspections.

744.09 Exceptions and Defenses.

744.10 Violations and Administrative Penalties.

744.11 Appeals.

744.12 Severability

744.01. Definitions.

As used in this chapter:

(a) "Tobacco Retailer License" means a license issued by the City of Oxford for the sale of tobacco products. "Tobacco retailer license" and "license" are used interchangeably in this Ordinance and shall have the same meaning.

(b) "Licensee" means the holder of a valid license for the sale of tobacco products.

(c) "Person" means any natural person.

(d) "Property line" means the boundary of the land parcel, tract or lot surrounding the business premises.

(e) "Public place" means any area to which the public is invited or in which the public is permitted, including, but not limited to, any right of way, mall or shopping center, park, playground, and any other property owned by the City, and any school district or any park district.

(f) "Tobacco Retailer" means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment or moveable place of business. Tobacco retailer does not mean the nonmanagement employees of any tobacco retail establishment.

(g) "Tobacco Retail Establishment" means any place of business where tobacco products are available for sale, whether or not the business is open to the public, whether the business is a

"movable place of business" defined under this section, or a business or entity that maintains a private membership-based point of sale. The term includes but is not limited to grocery stores, tobacco product shops, kiosks, **internet-based sales**, convenience stores, gasoline service stations, bars, country clubs, cigar lounges, restaurants, and delivery services offered by Tobacco Retail Establishment.

(h) "Self-service displays" means any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A tobacco vending machine is a form of self-service display.

(i) "Tobacco product" means

(1) Any product containing, made of, or derived from tobacco or nicotine, regardless of source, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, shisha, or snus;

(2) Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine, including but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah; or

(3) Any component, part, or accessory, instrument, or paraphernalia of subsections (1) or (2) above, whether or not any of these contain tobacco or nicotine or whether or not sold separately, including but not limited to liquids used in electronic smoking devices, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

(4) Tobacco product does not include any product that is a drug, device, or combination of products specifically authorized for smoking cessation purposes by the United States Food and Drug Administration, as those terms are defined or described in 21 U.S.C. 321 and 353(g).

(j) "Vending machine" includes any mechanical or electronic device designed to do both of the following:

- (1) Receive a coin or bill, credit or debit card, or token, made for that purpose;
- (2) In return for the insertion or deposit of a coin, bill, credit or debit card, or token, automatically dispenses any tobacco products.

(k) "Sale" is not only the transfer coin, bill, credit or debit card, or token made for that purchase, but also includes but not limited to the delivery, barter, exchange, transfer or gift, or offer thereof, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.

(l) "Possess" or "Possession" means having control over a thing or substance, but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(m) "Moveable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile, bike, e-scooter, or other type of vehicle or transportable shelter and that is not affixed address or other permanent type of structure licensed for over-the counter sales transactions.

(n) "Licensed Product" means the term that collectively refers to any tobacco product.

(o) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies, or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter, is not an Arm's Length Transaction.

(p) "Compliance Check" means the system the City of Oxford uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this Ordinance. Compliance checks can involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products. Compliance checks may be conducted by the City of Oxford, other units of government, or designated agencies for educational, research, and/or training purposes, or for investigating or enforcing federal, state, or local laws and regulations relating to licensed products.

(q) "Delivery Sale" means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the counter sales transaction, or vending machine in a licensed retail establishment. Delivery sale includes, but is not limited to, the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

(r) "Youth-oriented facility" means any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, public or private schools, a licensed day care facility or preschool, playgrounds, a library open to the public, recreation centers, and parks.

744.02. Tobacco Retail License Required; Application Procedure.

(a) Tobacco Retail License required. No person, tobacco retailer, or tobacco retail establishment shall sell or offer to sell any tobacco product without first having obtained a license from the City of Oxford.

(b) Tobacco Retail License Application. An application for a license to sell tobacco products must be made on a form provided by the City of Oxford. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the City of Oxford deems necessary. If the City of Oxford determines that an application is incomplete, the application will be returned to the applicant with notice of the deficiency and the requisite information necessary to make the application complete.

(c) One year license term. The license term shall be a twelve (12) month period, beginning on **January 1**. In cases of applications for a new license submitted after **January 1** of a given year and more than 60 days before the following **January 1**, the City of Oxford may issue a license for the remainder of the standard term period, but such license term will only extend to the following last day of **December**. The license fee remains the same regardless of the time of application. The license fee will not be prorated no matter the date an application is filed during the standard term period. **License payments received in 2024 will be credited towards 2025 Tobacco Retail Licenses.**

(d) Violation, suspension, or revocation. Any license issued may be suspended or revoked following the procedures set forth in this Chapter.

A tobacco retailer or retail establishment that violates any provision of this Ordinance, or any other federal, state, or local law relating to tobacco product sales, shall be subject to the penalties prescribed in this Chapter and pursuant to Section 537.16 of the Oxford Municipal Code pertaining to the illegal distribution and sale of tobacco products. These penalties include but are not limited to fines and/or the prohibition of the sale of tobacco products.

A violation of other federal, state, and/or local laws relating to tobacco product sales shall be included in the determination and accrual of violations against a tobacco retail establishment's license as prescribed in this Chapter.

(e) Transfers. All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.

(f) Display. All tobacco retail licenses must be posted and displayed at all times in plain view of the public or clientele of the tobacco retail establishment.

(g) Renewals. The renewal of a license issued under this Ordinance shall be handled in the same manner as the original application. The request for a renewal must be made at least 30 days, but no more than 60 days, before the expiration of the current license on the last day of **December**.

Requests for license renewals received less than 30 days in advance of the expiration of the current license, will be subject to a nonrefundable late fee. Requests for license renewal received more than 30 days after the expiration of the previous license will be denied.

(h) Issuance as privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.

(i) Instructional program. Licensees must ensure that their employees complete a training program on the legal requirements related to the sale of licensed products and the possible consequences of license violations. The training shall include information that the sale of tobacco products to persons under 21 years of age is illegal; the types of identification legally acceptable for proof of age; and that sales to persons under 21 years of age shall subject the tobacco retailer and/or retail establishment to penalties. Licensees must maintain documentation demonstrating their compliance and must provide this documentation at the time of renewal, or whenever requested to do so during the license term.

744.03 Denial, Suspension, and Revocation of License.

(a) Grounds for denying the issuance or renewal of a license include, but are not limited to, the following:

(1) The applicant is under 21 years of age.

(2) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.

(3) The applicant has had a license to sell tobacco products suspended or revoked within the preceding 18 months of the date of application.

(4) The applicant fails to provide the information required on the licensing application or provides false or misleading information.

(5) The applicant is prohibited by federal, state, or other local law, Ordinance, or other regulation from holding a tobacco retailer license.

(6) The business for which the tobacco retailer license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.

(7) The number of licenses in the City of Oxford have already been exceeded or will be exceeded by the issuance of the requested license.

(8) The business for which the license is requested does not comply with the proximity requirements.

(b) If a license is mistakenly issued or renewed to an applicant, the City of Oxford, may revoke the license upon the discovery that the applicant was ineligible for the license under this

Ordinance. The City of Oxford will provide the tobacco retailer license holder with notice of the revocation, along with information on the right to appeal.

(c) Any license may be suspended for a definite period, not to exceed six (6) months, as determined by the City of Oxford. Prior to reinstatement of the license following the expiration of the suspension, the licensee will be subject to a reinstatement fee. A license may be suspended for the following reasons:

(1) A business owned or operated by the licensee applicant engaging in the sale of Tobacco Products within the City of Oxford is the subject of a court order, or resolution, or final order declaring such business to be a public nuisance where said nuisance has not been abated, or where the court has ordered that sales of Tobacco Products shall cease pursuant to any temporary restraining order, preliminary injunction, or permanent injunction issued by said court;

(2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any person under (21) within the city more than one time in the past twelve (12) months;

(3) The finding by a federal or state agency that the license applicant has violated a federal or state rule or regulation governing the sale of Tobacco Products;

(4) Entry of a City of Oxford inspector or designee is refused, or inspection or investigation is refused, hindered, or thwarted;

(5) For a second or any subsequent violation of this section within a thirty-six (36) month period of the first violation; and/or

(6) The licensee is in arrears with respect to any fine imposed for any civil penalty levied under this Section.

(d) Any license may be revoked by the City of Oxford. A license may be revoked for any of the following reasons:

(1) The licensee applicant is determined to have knowingly included false or misleading information in the license application or renewal license application;

(2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distributed any Tobacco Product to any person under the age of 21 within the City of Oxford more than one time in the past twelve months;

(3) Entry of a City of Oxford inspector or designee is refused, or inspection or investigation is refused, hindered, or thwarted;

(4) Upon the discovery that the person was ineligible for the license under this ordinance and the license was mistakenly issued or renewed to a person;

(5) A period of suspension imposed has elapsed and the licensee remains in arrears of payment of such fine or penalty;

(6) The licensee has been subject to three (3) or more suspensions in the previous thirty-six (36) month period.

744.04 License Fees and Fines.

(a) No tobacco retailer license shall be issued under this Ordinance until the appropriate license fees are paid in full. No tobacco retailer license shall be renewed if the tobacco retailer or tobacco retail establishment has outstanding fines pursuant to this Ordinance.

(b) If a tobacco retail license is suspended or revoked, whether due to applicant or licensee ineligibility, or determination of a violation under this Ordinance, or any other federal, state, or local law or regulation, the license fee is forfeited to the City of Oxford and shall not be refunded to the applicant or licensee.

744.05 Tobacco Retailer Density.

(a) The total number of tobacco retailer licenses within the City of Oxford shall be limited to one license for each 1,500 inhabitants of the City of Oxford. The calculation shall be rounded up to the nearest whole number.

(b) For the purposes of this section, the total inhabitant population of the City of Oxford shall be determined by the most current published population value available from the U.S. Census Bureau decennial census as of the date the license application is filed.

(c) No new tobacco retail license shall be issued if the existing number of tobacco retailer licenses equals or exceeds the total number of authorized tobacco retail licenses pursuant to this Section.

(d) Notwithstanding subsections 744.05 (a) and (c), a tobacco retailer operating lawfully on the date this Ordinance is adopted that would otherwise be eligible for a tobacco retailer license for the location for which a license is sought may receive or renew a license for that location so long as all of the following conditions are met:

1. The license is obtained by **February 1, 2025** and is renewed without lapse or permanent revocation (as opposed to temporary suspension);
2. The tobacco retail establishment is not closed for business or otherwise suspends tobacco sales, whether voluntarily or due to license suspension for more than sixty (60)

consecutive days; and

3. The tobacco retailer does not substantially change the business premises or business operation. Examples of a substantial change to the business operation includes, but is not limited to:

a. The transferring of a location:

- i. To a new Proprietor(s) in an Arm's Length Transaction; or
- ii. For which a significant purpose is avoiding the effect of violations of this Ordinance; and
- iii. The tobacco retailer retains the right to operate under other applicable laws.

4. If the City of Oxford determines that a tobacco retailer has substantially changed the business premises or operation and the tobacco retailer disputes this determination, the tobacco retailer bears the burden of proving by a preponderance of evidence that such change(s) do not constitute a substantial change.

744.06 Proximity of Tobacco Retail Establishments to Youth-Oriented Facilities.

No license shall be granted to any person or entity for a tobacco retail establishment location that is within 500 feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed tobacco retail licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing tobacco retailer holding a current state tax license for the sale of tobacco products in that same location for at least one year before the date this section was enacted into law.

744.07 Prohibited Sales.

(a) Legal age. No tobacco retailer, tobacco retail establishment, or person shall sell any tobacco product to any person under the age of 21 under this Chapter and under Section 537.16 of the Oxford Municipal Code.

(b) Age verification. Licensees must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser of any tobacco product is at least 21 years of age.

(c) Signage. Notice of the legal sales age for the purchase of tobacco products, age verification requirements, and possible penalties for underage sales must be posted within 6 feet of each cash register or place where payment may be made in a place conspicuous to both employees and customers, and where the sign(s) are unobstructed in their entirety. The sign shall state, "The sale or provision of tobacco products to an individual under 21 years of age is prohibited by law."

The sign required shall be 5 ½ inches by 8 ½ inches and the statement required shall be printed in 36-point boldfaced type. The required signage will be provided to the licensee by the City of Oxford.

(d) Samples prohibited. No tobacco retailer, tobacco retail establishment, or person shall distribute samples of any licensed product free of charge or at a nominal cost, regardless of the age of the person acquiring the product. The distribution of a licensed product as a sample, free donation, or at otherwise nominal cost, is prohibited and shall subject the tobacco retailer or tobacco retail establishment to the penalties prescribed under this Chapter and those prescribed by other local, state or federal laws pertaining to samples, donation, or otherwise nominally priced tobacco products.

(e) No tobacco retailer, tobacco retail establishment, or person shall sell or offer to sell any licensed product in any manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

(f) Any person, tobacco retailer or tobacco retail establishment found to be selling a tobacco product without a license required under Section 744.02 shall be issued a No Sales Order for Tobacco Products and shall be ineligible to receive a tobacco retailer license for a period of three (3) years.

744.08 Compliance Checks and Inspections.

(a) All licensed premises must be open to inspection by the City of Oxford or its authorized designees during regular business hours. The tobacco retail establishment shall be subject to at least two (2) unannounced compliance checks per year by the City of Oxford or its authorized designees.

(b) Compliance checks must include verification that a tobacco retail establishment maintains a current tobacco retailer license to sell tobacco products.

(c) Compliance checks may include the participation of a person under the age of 21, to enter the licensed premises to attempt to purchase licensed products.

(d) Unannounced follow-up compliance checks of all non-compliant tobacco retail establishments are required within three months of any violation of this Ordinance.

744.09 Exceptions and Defenses.

It is an affirmative defense to a violation of this Ordinance for a person to have reasonably relied on proof of age as described by state law.

744.10 Violations and Administrative Penalties.

- (a) First Violation: Any person, tobacco retailer or tobacco retail establishment holding a tobacco retailer license and cited for violating Chapter 744, or whose employee has violated Chapter 744, shall be charged a fine of \$500 for a first violation.
- (b) A second violation at the same tobacco retail establishment premises within a 12-month period shall result in an additional fine of \$750, and the City of Oxford shall suspend the tobacco retailer license for a period of not less than 30 and not more than 60 consecutive days.
- (c) A third violation at the same tobacco retail establishment premises within a 12-month period shall result in an additional fine of \$1,000, and the City of Oxford shall suspend the tobacco retail establishment's license for a period of not less than 60 consecutive days. In addition to the designated fine, the City of Oxford may revoke the tobacco retail establishment's license.
- (d) A fourth violation at the same tobacco retail establishment premises within a 12-month period shall be a misdemeanor of first degree and result in an additional fine of \$1,000 and the tobacco retail establishment's license shall be revoked.

744.11 Appeals.

- (a) If the City of Oxford denies the issuance of a tobacco retailer license, or suspends or revokes a tobacco retailer license, or issues a citation for violating this Chapter, the City of Oxford, shall send the applicant or licensee written notice of the action and notice of the right to an appeal. Such notice shall be sent by Certified Mail with return receipt requested.
- (b) Upon receipt of written notice of any citation or fines accrued under this Chapter, or the denial, suspension, or revocation of the license, the applicant or licensee shall have the right to appeal. An appeal must be appropriately filed within ten (10) days after the issuance of notice of the determination of a violation or change of license status due to suspension or revocation. The appellant shall bear the burden of proof.

774.12 Severability.

If any section or provision of this Ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given full force and effect without the invalidated section or provision.



ZACH KLEIN
COLUMBUS CITY ATTORNEY

FOR IMMEDIATE RELEASE
Friday, May 17, 2024
Contact: Pete Shipley, 614.965.0203
Email: pishipley@columbus.gov

Columbus City Attorney Zach Klein Statement as Franklin County Judge Sides with Cities, Rules State Ban on Local Tobacco Regulations Unconstitutional

Says decision is a significant win for the City of Columbus and allows all local tobacco regulations to remain in effect

COLUMBUS, OH— Columbus City Attorney Zach Klein today issued the following statement as Franklin County Judge Mark Serrott sided with Columbus and a coalition of other cities, ruling unconstitutional a state law that would strip away the rights of cities to regulate the sale of tobacco products at the local level.

Judge Serrott enjoined the law, meaning Columbus' local tobacco regulations, including licensure for local tobacco retailers and the city's ban on the sale of flavored tobacco products, as well as any local regulations in other cities who joined the lawsuit, remain in effect. The State has the opportunity to appeal the ruling.

Columbus City Attorney Zach Klein's statement is below:

"I applaud the Court's decision siding with cities to declare this law unconstitutional, a decision that upholds home rule and keeps in effect local laws that have worked for decades to improve public health and curb tobacco usage, especially among teens. While we know this may not be the end of this fight, this decision is a significant win for both the City of Columbus and for the health and safety of children and families."

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

CITY OF COLUMBUS, <i>et al.</i>,	:	
	:	CASE NO. 24 CV 2865
Plaintiffs,	:	
	:	JUDGE MARK A. SERROTT
vs.	:	
	:	
STATE OF OHIO, <i>et al.</i>,	:	
	:	
Defendants.	:	

ORDER

On May 17, 2024, this matter came before the Court for a hearing on the Plaintiffs’ motion for preliminary injunction and a trial on the merits. For the reasons more fully outlined in this Court’s oral ruling on May 17, 2024, the Court hereby:

1. Dismisses Defendants Ohio Department of Health and Dr. Bruce Vanderhoff as Defendants in this action.
2. Denies the Defendants’ motion to dismiss except as to Defendants Ohio Department of Health and Dr. Bruce Vanderhoff as set forth in Paragraph 1 and denies the Defendants’ motion for dismissal pursuant to Civ.R.41..
3. Denies the Defendants’ motion *in limine* with respect to excluding the testimony of Plaintiffs’ witnesses.
4. Grants Plaintiffs’ motion to file Amended Complaint.
5. Finds for the Defendant State of Ohio on the merits of the claims in Plaintiffs’ Amended Complaint brought under Claim V (Home Rule Contract Claim), Claim VI (Single Subject Claim), and Claims VII and VIII (Equal Protection Claims).

6. As it relates to Claims I-IV, the Court hereby **ISSUES** a declaratory judgment that R.C. 9.681 is an unconstitutional infringement on the rights of the Plaintiff municipalities to exercise their right to Home Rule pursuant to Article XVIII, Section 3 of the Ohio Constitution, and finds in favor of the Plaintiffs on those claims.
7. The Court further **GRANTS** the Plaintiffs' motion for a permanent injunction against R.C. 9.681 in favor of all Plaintiffs in this action and bars enforcement of R.C. 9.681 against any plaintiff in this case.
8. No bond is required from the Plaintiffs.

This Order shall take effect immediately. This is a final, appealable order.

IT IS SO ORDERED.

JUDGE SERROTT

Prepared By:

/s/ Richard N. Coglianese
Richard N. Coglianese (0066830)
Matthew D. Sturtz (0095536)
Assistant City Attorneys
City of Columbus, Department of Law
Zach Klein, City Attorney
77 N. Front Street, 4th Floor
Columbus, Ohio 43215
Phone: 614-645-7385
rncoglianese@columbus.gov
mdsturtz@columbus.gov
Counsel for Plaintiffs

Agree to Form:

/s/ Jonathan R. Secrest

Jonathan R. Secrest (0075445)
David A. Lockshaw, Jr. (0082403)
Kevin D. Shimp (0097660)
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(614) 744-2572
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dlockshaw@dickinson-wright.com
kshimp@dickinson-wright.com
Counsel for Defendants

Franklin County Court of Common Pleas

Date: 05-23-2024
Case Title: CITY OF COLUMBUS ET AL -VS- STATE OF OHIO ET AL
Case Number: 24CV002865
Type: ORDER

It Is So Ordered.

A handwritten signature in black ink, reading "Mark A. Serrott", is written over a circular purple seal. The seal contains the text "COMMON PLEAS COURT" and "FRANKLIN COUNTY OHIO" around the perimeter, with "ALL THINGS ARE" at the bottom.

/s/ Judge Mark A. Serrott

Electronically signed on 2024-May-23 page 4 of 4

Court Disposition

Case Number: 24CV002865

Case Style: CITY OF COLUMBUS ET AL -VS- STATE OF OHIO ET AL

Case Terminated: 06 - Court Trial

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 24CV0028652024-05-1699980000
Document Title: 05-16-2024-MOTION - DEFENDANT: STATE OF OHIO - TO EXCLUDE
Disposition: MOTION DENIED
2. Motion CMS Document Id: 24CV0028652024-05-1599970000
Document Title: 05-15-2024-MOTION IN LIMINE - DEFENDANT: STATE OF OHIO
Disposition: MOTION DENIED
3. Motion CMS Document Id: 24CV0028652024-05-1599980000
Document Title: 05-15-2024-MOTION TO DISMISS - DEFENDANT: STATE OF OHIO
Disposition: MOTION GRANTED IN PART
4. Motion CMS Document Id: 24CV0028652024-04-1899960000
Document Title: 04-18-2024-MOTION TO DISMISS - DEFENDANT: STATE OF OHIO
Disposition: MOTION IS MOOT
5. Motion CMS Document Id: 24CV0028652024-04-1299840000
Document Title: 04-12-2024-MOTION FOR LEAVE TO FILE - NON-PARTY: AFRICAN AMERICAN TOBACCO CONTROL LEADERS
Disposition: MOTION RELEASED TO CLEAR DOCKET

6. Motion CMS Document Id: 24CV0028652024-04-0999100000
Document Title: 04-09-2024-MOTION FOR TEMPORARY
RESTRAINING ORDER - PLAINTIFF: CITY OF COLUMBUS
Disposition: MOTION GRANTED



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	9/25/2024
COUNCIL MEETING DATE:	October 1, 2024
AGENDA TITLE:	An Ordinance Amending Ordinance No. 3750 Supplemental Budget Ordinance Number 5 To Make Supplemental Appropriations For Fiscal Year 2024. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

DISCUSSION:

Issue 1: \$90,000 – General Fund (110)

To make adjustment to budgeted revenue and appropriation for income tax refund and professional services. Revenue increase comes from RITA reimbursement.

Issue 2: \$95,000 – Hotel & Convention Tax Fund (120)

To make adjustment to budgeted revenue and appropriation for increased hotel tax revenue and the equivalent payment to Enjoy Oxford.

Issue 3: (\$535,801) – Capital Improvement Fund (141)

To make adjustment to budgeted revenue to reduce the amount of OPWC grant funding for 2024.

Issue 4: (\$150,000) – Capital Improvement (141)

To make adjustment to budgeted revenue and appropriation to reduce the amount of DTI grant funding not awarded in 2024, and expense for Transit Bike & Pedestrian Plan.

Issue 5: (\$17,114,080.98) Revenue – Water Improvement Fund (322)
(\$18,124,825.65) Expense

To make adjustment to budgeted revenue and expense to reduce the amount of OWDA loan funding expected to be received and expended 2024.

Issue 6: \$44,000.00 – Wastewater Fund (331)

To make adjustment to budgeted revenue for increase in interest income.

Issue 7: \$20,000 – General Fund (110)

To make adjustment to budgeted appropriation to cover cost of Aquatic Center salaries and benefits.

Issue 8: (\$300,000) – Capital Improvement Fund (141)

To make adjustment to budgeted expense to remove uptown water garden fountain replacement expense for 2024.

Issue 9: (\$131,174) – Capital Improvement Fund (141)

To make adjustment to budgeted appropriation to remove uptown public restroom expense for 2024.

Issue 10: (\$685.00) – Parking Lot Improvement Fund (142)

To make adjustment to budgeted appropriations to balance revenues and appropriations for 2024.

Issue 11: (\$43,000) – Fire/EMS Fund (418)

To make adjustment to budgeted appropriations to balance revenues and appropriations for 2024.

Issue 12: \$53,275.00 – Wastewater Fund 331/Wastewater Capital Equipment Fund 330

To make adjustment to budgeted appropriations to transfer to Wastewater Capital Equipment Fund to balance revenues and appropriations for 2024.

Net affect by Fund:

General – \$20,000.00

Hotel & Convention Tax Fund - \$0

Capital Improvement – \$104,627

Water Improvement – (\$1,010,744.67)- increased fund balance

Wastewater - \$9,275

Parking Lot Improvement- (\$685)- increased fund balance

Fire/EMS Fund– (\$43,000) – increased fund balance

Wastewater Capital Equipment Fund – (\$53,275) – increased fund balance

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3750 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 5 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2024.

WHEREAS, additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds.

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

SECTION 1: Additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds;

SECTION 2: The following increase/(decrease)in revenues be made:

General Fund 110	90,000.00
Hotel & Convention Tax Fund 120	95,000.00
Capital Improvement Fund 141	(535,801.00)
Capital Improvement Fund 141	(150,000.00)
Water Improvement Fund 322	(17,114,080.98)
Wastewater Fund 331	44,000.00

SECTION 3: The following increase/(decrease)in expenditures be made:

General Fund 110	90,000.00
General Fund 110	20,000.00
Hotel & Convention Tax Fund 120	95,000.00
Capital Improvement Fund 141	(300,000.00)
Capital Improvement Fund 141	(150,000.00)
Capital Improvement Fund 141	(131,174.00)
Parking Lot Improvement Fund 142	(685.00)
Fire/EMS 418	(43,000.00)
Water Improvement Fund 322	(18,124,825.65)
Wastewater Fund 331	53,275.00

SECTION 4: The following transfers(s) be executed:

Transfer from:

Wastewater Fund 331	53,275.00
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Transfer to:

Wastewater Capital Equipment Fund 330	53,275.00
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SECTION 5: The following increase/(decrease)in revenues be made:

Wastewater Capital Equipment Fund 330

53,275.00

SECTION 6: In all other respects, Ordinance No. 3750 shall remain in full force and effect.

SECTION 7: This ordinance shall take effect immediately upon its adoption.

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:	October 1, 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.

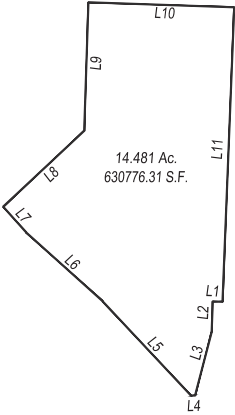
See also the **Standard Record Plat** in Oxford Subdivision Regulations [Attachment H](#). Snapshots below:

[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 _____

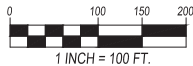
AES Surveying and Land Planning Inc.
888 Boardman-Carfield Rd., Suite A, Boardman, Oh 44512
Phone: (330) 953-0227

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:

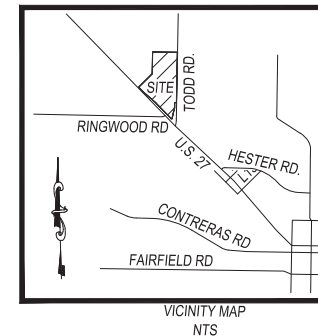
* DESCRIPTION BY DDS SURVEYING, INC., D.B. 6421, PAGE 6
* PLAT OF SURVEY VOL. 47, PAGE 79
* PLAT OF SURVEY VOL. 45, PAGE 95
* PLAT OF SURVEY VOL. 48, PAGE 162
* ODOT PLAN BUT-27-18.55

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



LANDS N/F OF
DIANA & WILLIAM ZEHLER
O.R. 8260, PG. 532
H3610016000003

LOT _____
8.892 Ac.
387328.32 S.F.

N: 565712.26
E: 1327814.73

0.415 Ac.
18072.94 S.F.

LOT _____
4.214 Ac.
183545.98 S.F.

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"

Date	June 2024
Drawn By	RJL
Project No.	3491-24
Drawn By	3491-24
Scale	1" = 100'
Sheet	2 OF 2

RECORD PLAT

AES Surveying and Land Planning Inc.
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Phone: (330) 953-0227

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mitch@mspdevelopment.com

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OXFORD OHIO 45056