AGENDA
OXFORD CITY COUNCIL REGULAR MEETING

COURTHOUSE

TUESDAY, OCTOBER 7, 2025 AT 7:30 PM

William Snavely, 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.

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1. Roll Call.

2. Pledge of Allegiance.

3. Approval of Agenda.

4. Public Participation.

   A. Public Comments

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

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

5. Consent Agenda.

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

A. Minutes from the September 16, 2025, City Council Work Session. (Heather Barbour, Clerk of Council)

B. Minutes from the September 16, 2025, City Council Meeting. (Heather Barbour, Clerk of Council)

C. A Resolution Approving Then And Now Certificates For Purchase Orders Issued Above $3,000 Where An Invoice Was Received Prior To The Purchase Order Date, As A Requirement Of Ohio Revised Code 5705.41 (d). (Heidi Ridenour, Finance Director)

D. Notice To Legislative Authority - rrkarra llc 21 East High Street Oxford, Ohio 45056/Ushop (Douglas R. Elliott Jr., City Manager)

6. Resolutions.

A. A Resolution Consenting To The Annexation To The City Of Oxford, Ohio Of Certain Territory Proposed To Be Annexed To The City Of Oxford, Ohio Pursuant To A Petition Filed With The Board Of County Commissioners Of Butler County, Ohio By Douglas R. Elliott Jr., Agent For Petitioners, As Provided By Ohio Revised Code Section 709.023. (Douglas R. Elliott Jr., City Manager)

B. 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)

C. A Resolution Of Council Supporting The Submission Of A Grant Application For Ohio Public Works Commission, Issue One Funds To Be Used For Roadway Improvements Within The City Of Oxford. (Michael Dreisbach, Service Director)

D. A Resolution Authorizing The City Of Oxford To Enter Into A Contract With White Buffalo, Inc. For Professional Deer Population Control Services. (Jessica Greene, Assistant City Manager)

E. A Resolution Authorizing The City Manager To Sign And Enter Into The Development Agreement Outlining The Proposed Development To Be Constructed By Inclusive Housing Resources At 5234 Hester Rd. (Jessica Greene, Assistant City Manager)

F. A Resolution Authorizing The City Manager To Enter Into A Contract Not To Exceed $517,755.00 With Leo J. Brielmaier Company To Construct A New Public Restroom Facility In The Martin Luther King, Jr. Memorial Park Located At 2 West High Street (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 Repealing Oxford Codified Ordinance Section 1139 Entitled Variances And Adopting New Oxford Codified Ordinance Section 1139 Entitled Variances For The Purpose Of Amending The Code To Comply With Ohio Case Law (Sam Perry, Community Development Director)

2. An Ordinance By Oxford City Council Authorizing The City Manager To Enter Into An Agreement With Duke Energy Corporation For The Sale Of .84 Acres Of City-Owned Land Located On Millville Oxford Road, Butler County Parcel Id No. H4100110000010, And Declaring The Property Surplus. (Michael Dreisbach, Service Director)

B. Second Reading

1. An Ordinance Amending Ordinance No. 3783 Supplemental Budget Ordinance Number 6 To Make Supplemental Appropriations For Fiscal Year 2025. (Heidi Ridenour, Finance 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. 8	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
	Oct 13	Oxford Parking & Transportation Advisory Board	Municipal Building	9:00 a.m.
	Oct 13	Oxford Recreation Board	Municipal Building	12:00 p.m.
	Oct 13	Public Arts Commission of Oxford	Municipal Building	5:30 p.m.
	Oct 14	Planning Commission	Courthouse	7:00 p.m.
	Oct 21	Municipal Records Commission	Municipal Building	4:45 p.m.
	Oct 21	City Council	Courthouse	7:30 p.m.
	Oct 28	Board of Zoning Appeals — CANCELED	Courthouse	6:30 p.m.
	Nov 4	City Council	Courthouse	7:30 p.m.
	Nov 5	Environmental Commission	Municipal Building	7:00 p.m.
	Nov 6	Housing Advisory Commission	College@Elm	5:00 p.m.

9. Adjourn.

MINUTES
OXFORD CITY COUNCIL WORK SESSION
COURTHOUSE
TUESDAY, SEPTEMBER 16, 2025 AT 6:45 PM

1. Roll Call.

A work session meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, September 16, 2025, at 6:45 p.m. Members in attendance were Amber Franklin, Michael Smith, Jason Bracken, Chantel Raghu, and David Prytherch, who arrived at 7:06 p.m. Alex French was excused.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Mr. Michael Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Ms. Heidi Ridenour, Finance Director; Ms. Reena Murphy, Sustainability Coordinator; and Ms. Heather Barbour, Clerk of Council.

2. Topic

A. Discussion of Commercial and Multi-Family Recycling

Ms. Murphy began her presentation by sharing that by June 2025 Staff and the Environmental Commission will be reviewing the recycling mandate legislation for multi-family and commercial properties and will make a recommendation to the City Council. Ms. Murphy reviewed current conditions and concerns, addressed location issues, and presented commercial, mixed-use, and multifamily approaches. Ms. Murphy and Mr. Elliott addressed questions and comments from the Council (slides included in minutes). Ms. Murphy was given guidance for the next steps of this project. Mayor Snavely thanked Ms. Murphy for her presentation.

Public Comment - Ms. LeAnn Shoker, a township resident who owns a business in one of the commercial buildings uptown, mentioned that her building is currently a shared space. She

expressed her interest in participating in the pilot program and will lobby with the owner to secure a spot. Ms. Shoker believes she's in a high-traffic area and a high-visibility area.

Public Comment - Mr. Jim Vinch, 85 Lantern Ridge Road - Mr. Vinch, speaking as an Environmental Commission member and resident of Oxford, fully supports pursuing option #1. Mr. Vinch stated that recycling alone won't solve the world's problems, but it provides a good entry point.

Public Comment - Ms. Peggy Branstrator, 18 Meadow Circle - Ms. Branstrator agreed with Mr. Vinch's comment about seeing this as a starting point.

Public Comment - Mr. Glenn Ellerbe, 158 Silver Leaf Drive - Mr. Ellerbe personally likes the tiered approach and the community-led approach. Mr. Ellerbe mentioned that creating incentives might help get buy-in to get the program started. Mr. Ellerbe mentioned fraternities may have a vested interest in recycling, but have variance issues.

3. Adjourn.

Motion – To Adjourn at 7:20 p.m.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

WASTE FREE OXFORD

Recycling Mandate Work Session

City Council

September 16th, 2025

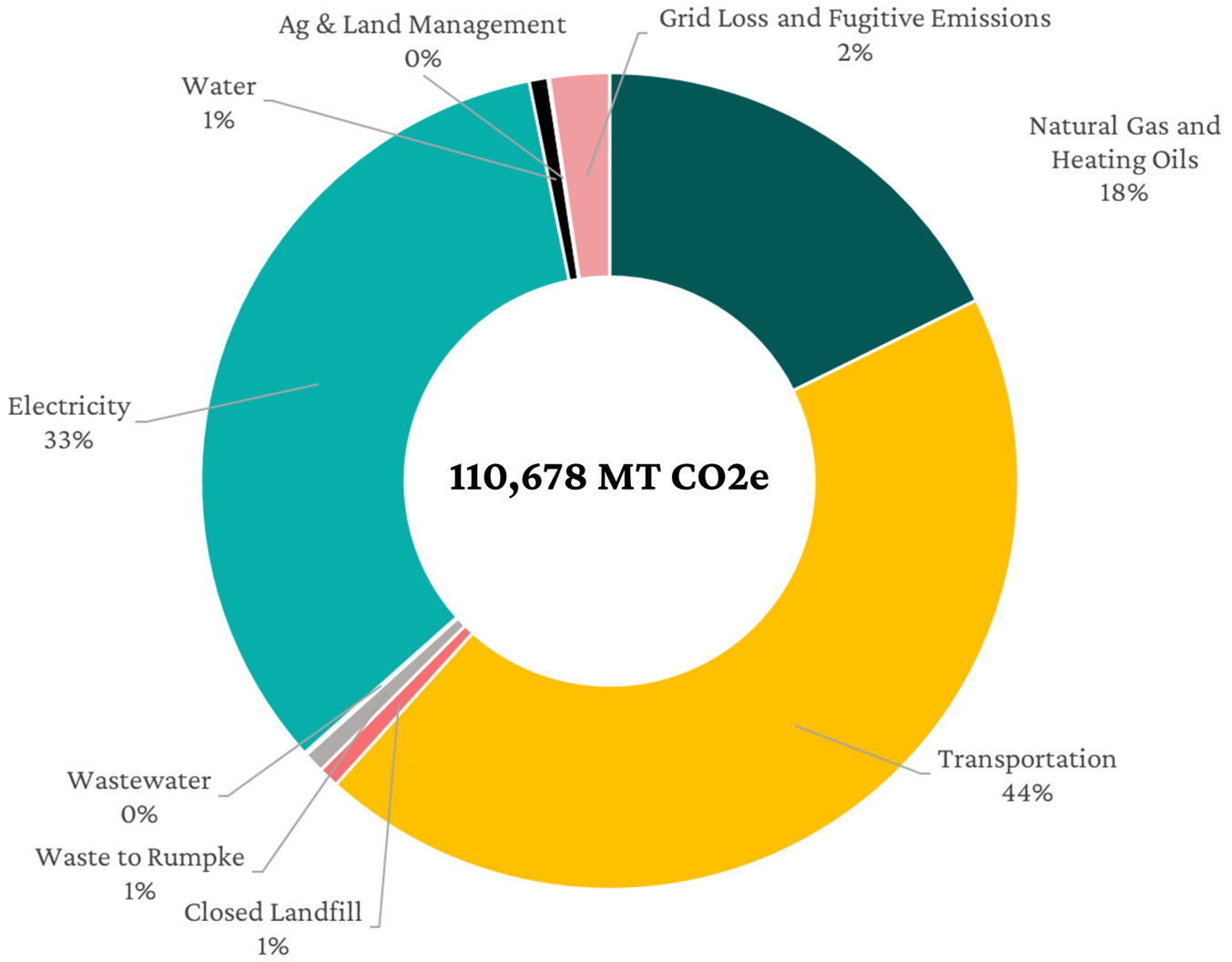
By June 2025 Staff and the Environmental Commission will review recycling mandate legislation for multi-family and commercial properties and make a recommendation to City Council.

Agenda

- Review of Current Conditions and Concerns
- Making Space for Recycling
- Commercial and Mixed-Use Approaches
- Multifamily Approaches
- Decisions and Recommendations

CURRENT CONDITIONS AND CONCERNS

2023 Community Wide Emissions (Non-Technical Terms)



Research

- 2022 Uptown Shared Recycling Study: Found not financially viable
- 2023 Graduate Student Project (PSP) for Multifamily Recycling: Recommended a tiered approach, starting with large complexes, once enforcement and anticontamination measures could be addressed
- 2025 Alley Capstone Class : Took a comprehensive view of our Alleys and made recommendations for waste management
- Discussions with peer communities: Kent, Bowling Green, Bexley
- Testimonials from property managers: Recycling was provided in the past but service stopped due to contamination (multiple property managers have shared a similar story)

Current Conditions | Recycling, Trash, and Litter

Recycling

- Residential buildings with <5 units have curbside recycling
- Free drop off recycling provided by the county at Ditmer and MU Culinary Support
- Limited recycling occurring Uptown
- Limited recycling occurring at apartment complexes

Trash

- Some shared trash dumpsters / compactors are occurring Uptown
  - Skippers & the Den, A+ no issues
  - Other locations require more city involvement

Litter

- City is utilizing community service for litter pick up, requires coordination

Current Conditions | New Developments

Since 2014, new developments are required to have space for recycling and trash. However, that space often ends up gets used for electric meters, etc. leading to inadequate space for waste management.

Regular

Move In

Current Conditions | Staff Who Work with Solid Waste

Service

Environmental Specialist

Finance

Utility Specialist

Utility Specialist

Community Development

Code Enforcement Officer

Code Enforcement Officer

City Management

Engagement Specialist (PT)

Sustainability Coordinator

Current Conditions

Behind The Woods

Alley behind CJ's

Recycling contamination

Current Service Rates, Monthly

2 Cubic yards

- 1x week:
  - Trash: $54.95
  - Recycling: $48.25
  - Extra pick up: $46.88
- 5x week:
  - Trash: $245.53
  - Recycling: $221.97
  - Extra pick up: $46.88

8 Cubic yards

- 1x week:
  - Trash: $180.36
  - Recycling: $132.72
  - Extra pick up: $69.67
- 5x week:
  - Trash: $807.54
  - Recycling: $610.52
  - Extra pick up: $69.67

Challenges for Recycling Mandate Implementation

- Space for recycling
- Contamination
- Enforcement

MAKING SPACE FOR RECYCLING

Recommendation: Require Building Level Trash Dumpster Sharing

- Require dumpster sharing for structures with 5+ units (commercial or residential), in order to consolidate toters and make space for recycling.
- Build in exceptions if Rumpke cannot physically service a dumpster at specific locations.
- Billing would be based on a ratio of the current service. Generally, dumpster sharing leads to savings for businesses.
- Addresses Council Goal of alley beautification
- Staff impacts:
  - Finance Staff Time: Establishing split billing
  - Code Enforcement Staff Time: Limited impact
  - Education and Outreach: Communicating new requirement

Recommendation: Require Building Level Trash Dumpster Sharing

Bella Place

Discussion

Building Level Dumpster Sharing

- Support
- Do not support

Environmental Commission Recommendation: Support (6-0)

Staff Recommendation: Support

COMMERCIAL AND MIXED USE RECYCLING

Property Impacts, Regardless of the Approach

- Space for a recycling container
- Knowledgeable staff regarding recycling / education of tenants
- Anti-contamination measures (optional, but highly encouraged)
    - I.e. locked recycling dumpsters
- Additional service fee for recycling
- Potential additional fees if recycling is contaminated

Approach 1: City Wide Recycling Mandate with New Staff Support to Ensure Waste Diversion

- Utilize locked dumpsters to prevent contamination
- Ticket for litter, contamination, etc.
- Confirm recycling is available, right size, etc.
- Staff impact:
  - Finance Staff Time: 50 hrs to establish recycling accounts, 20 hrs for QC, and 20hrs monthly of customer support ~700 **unique** commercial accounts
  - Code Enforcement Staff Time: New part time position (Waste Czar) would be 20 hrs/week (~$40k annually)
  - Education and Outreach: Communicating new requirement and anti-contamination education. Time unknown.
- Estimated costs:
  - $40k annually for PT Waste Czar
  - $5K annually for education and outreach

Approach 2: Blanket Mandate with No New Staff

- Pass a blanket commercial recycling mandate and leave it to the businesses to figure out
- No contamination or enforcement mechanisms
- Staff impacts without account enrollment:
  - Finance Staff Time: Establishing accounts and customer support at current levels
  - Code Enforcement Staff Time: Ticket writing for overflow and litter at current levels
  - Education and Outreach: Communicating new requirements and anti-contamination education at current levels
- Staff impacts with account enrollment:
  - Finance Staff Time: 50 hrs to establish recycling accounts, 20 hrs for QC, and 20hrs monthly of customer support, ~700 **unique** commercial accounts
  - Code Enforcement Staff Time: Ticket writing for overflow and litter at current levels
  - Education and Outreach: Communicating new requirements and anti-contamination education at current levels
- Estimated costs:
  - Can be done within current city operations, but:
    - Tracking and enforcement will be limited
    - Responses will be complaint driven

Approach 3: Pilot City Lead Shared Recycling (3 Locations) with No New Staff

- Would require agreements with private property owners
- Utilize locked dumpsters to prevent contamination
- Staff impact:
  - Finance Staff Time: Customer support
  - Code Enforcement Staff Time: Ensuring no dumping/ contamination
  - Education and Outreach: City Lead Partner coordination, anti-contamination education
- Estimated Cost:
  - Can be done within the current staffing levels

Pilot Sites

- Would work with receptive businesses and property owners.
- **Rumpke will still need to access the locations for service availability**
  - **Anticipated obstacles: Powerlines, access, etc.**
- All Pilots would need a private-public agreement for trash and recycling
  - City would be the lease holder on the dumpsterd and split the billing
  - City would be responsible for site clean up, dumping, and contamination

Discussion

Commercial and Mixed Use

- Approach 1: City-Wide Recycling Mandate with New Staff Support to Ensure Waste Diversion (Waste Czar)
- Approach 2: Blanket Mandate with No New Staff
- Approach 3: Pilot City Lead Shared Recycling (3 Locations) with No New Staff

Environmental Commission Recommendation: Approach 3: Pilot (4-2)

Staff Recommendation: Approach 3: Pilot

MULTI-FAMILY RECYCLING

Approach 1: Tiered Approach with Current Staffing

- Do a multi-year rollout for recycling at mult-family properties. Example roll out could be:
  - Year 1: properties with 50 or more units
  - Year 2: properties with 14-49 units
  - Year 3: properties below 14 units
- A 2023 PSP Project recommended a tiered approach to multi-family recycling
- Staff impact:
  - Finance Staff Time: Customer support
  - Code Enforcement Staff Time: Ensuring no dumping/ contamination, right size recycling
  - Education and Outreach: Communicating new requirement and anti-contamination education
- Property Management Impact:
  - Key Distribution
  - Education and Outreach

Approach 1: Tiered Approach

Address	Complex Name	Number of Units
615 Ogden Court	Oxford West Apartments	305
610 Oxford Commons	Oxford Commons	224
3770 Southpointe Parkway	Level 27	216
1562 Magnolia Dr.	Annex	202
5262 Brown Rd	Hawk's Landing	170
5081 Red Cloud Ct	Prime at Oxford	160
612/616/712 S. College Ave	Oxford Square Apartments	132
945 Arrowhead Dr.	The Verge	129
215/325 Foxfire Dr.	Fox & Hounds Apartments	108
5032 College Corner Pike	Parkview Arms	86
125 W. Spring St. (Billing address)	Gaslight Ave at Stewart Square	82
271 Reagan Place, Ste 103	Miami Preserve	70
5 E. Central Ave	Courtyards of Miami	62
201 E. Chesnut St.	Chestnut Place	46
701 W. Chestnut St.		42
305 S. Locust St.		40
5412/5422 College Corner Pike	Wintergreen Apartments	36
215 N. Beech St.	Robert's Apartments	34
518 S. Main St.	Village Green Apartments	32
5279 College Corner Pike		27
300-304 Brookview Court		24
125 W. Spring St. (Billing address)	Stewart Square	23
218 N. Poplar St.		23
141 W. High St.	Caroline Harrison	22

13 Complexes above 50 units

Approach 2: Blanket Mandate With No New Staff

- Pass a blanket commercial recycling mandate and leave it to the multi-family properties to figure out
- No contamination or enforcement mechanisms
- Staff impacts:
  - Finance Staff Time: Establishing accounts and customer support at current levels
  - Code Enforcement Staff Time: Ticket writing for overflow and litter at current levels
  - Education and Outreach: Communicating new requirement and anti-contamination education at current levels
- Estimated costs:
  - Can be done within current city operations, but:
    - Tracking and enforcement will be limited
    - Responses will be complaint-driven

Discussion

Multi-Family

- Approach 1: Tiered Approach with Current Staffing
- Approach 2: Blanket Mandate With No New Staff

Environmental Commission Recommendation: Approach 1: Tiered (5-1)

Staff Recommendation: No action due to <1% carbon mitigation potential. Recommend focusing staff time and resources on high-impact sectors (Energy and Transportation)

DISCUSSION AND DECISIONS

Summary

- **Building Level Dumpster Sharing**
  - **Support – Staff and EC Recommended**
  - Do not support
- **Commercial and Mixed Use**
  - Approach 1: City-Wide Recycling Mandate with New Staff Support to Ensure Waste Diversion (Waste Czar)
  - Approach 2: Blanket Mandate with No New Staff
  - **Approach 3: Pilot City Lead Shared Recycling (3 Locations) with No New Staff – Staff and EC Recommended**
- **Multi-Family**
  - **Approach 1: Tiered Approach with Current Staffing – EC Recommended**
  - Approach 2: Blanket Mandate With No New Staff
  - **No Action – Staff Recommended**

MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, SEPTEMBER 16, 2025 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 Snavely on Tuesday, September 16, 2025, at 7:30 p.m. Members in attendance were Amber Franklin, Michael Smith, Jason Bracken, Chantel Raghu, and David Prytherch. Alex French was excused.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Mr. Michael Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Ms. Heidi Ridenour, Finance Director; Mr. Sam Perry, Community Development Director; Mr. Chris Conrad, Law Director, and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Amend the Agenda by adding the Executive Session to be the New Number 9 and to Approve the Agenda as Amended.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

4. Public Participation.

A. Proclamation - Constitution Week

Ms. Jo Malicote and Ms. Alison Haskins were in attendance to accept the Proclamation. Ms. Malicote, regent president of the Oxford Caroline Scott chapter of the Daughters of the American Revolution. Ms. Malicote noted that for nearly 110 years, our chapter has been meeting at the OCAC building. Ms. Malicote thanked the Council for the opportunity to proclaim the whole week for Constitution Week and tomorrow, Constitution Day. Ms. Malicote noted that it is a true honor to partner with you in proclaiming and promoting patriotism. Ms. Malicote introduced Ms. Allison Haskins, who serves as the registrar.

B. 2025 ESP Levy Presentation by the Elderly Services Program Advisory Council

Ms. Jennifer Heston-Mullins is a representative of Age Friendly Oxford and the president of Butler County ESP Advisory Council. Ms. Heston-Mullins shared that she is also a licensed social worker, having worked with older adults and their families for over 30 years. Ms. Heston-Mullins also serves as the associate director of research for Miami University's Scripps Gerontology Center. Ms. Heston-Mullins introduced Ms. Emily Liechty, Executive Director of Oxford Seniors, who is also a licensed Social worker with aging practice experience and serves on the ESP Advisory Council. Ms. Heston-Mullins began the presentation by sharing slides and information about the Butler County Senior Services Levy and its vital importance to our community (slides and handout included in minutes). Ms. Heston-Mullins noted that the current levy expires this year. Ms. Heston-Mullins mentioned that in November, voters will be asked to approve Issue One. Issue One is a senior services levy that includes the renewal of the existing 1.3 mil levy and a .7 mil increase. Ms. Heston-Mullins mentioned that the new levy will generate $20.2 million per year and cost homeowners $50 per $100,000 of property value annually. Ms. Heston-Mullins reminded everyone that if the levy fails, ESP ends. Ms. Liechty reviewed some of the changes since the last levy increase in 2005. Ms. Liechty reviewed the requirements for enrollment in the ESP Program. Ms. Liechty and Ms. Heston-Mullions offered to answer any questions. Mayor Snavely thanked Ms. Heston-Mullins and Ms. Lichty for their presentation and wished them good luck on their levy.

C. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To 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 - Mr. Mark Boardman, 4385 Harris Road - Mr. Boardman shared an update on the Three Valley Conservation Trust Boardwalk (slides included in minutes). Mr. Boardman also wanted to thank the City and offer an invitation. Mr. Boardman mentioned that the boardwalk itself is completely ADA-compliant. Mr. Boardman wanted to ensure that everyone had access, regardless of their mobility. Mr. Boardman noted that the boardwalk features benches every 150 feet, which is in accordance with ADA recommendations. Mr. Boardman stated it's smooth and has handrails. Mr. Boardman shared that the OATS trail was paved around that time, and the boardwalk connects directly to it with an ADA-compliant connection. Mr. Broadman thanked the City for the new accessible parking area signs and the bike rack. Mr. Broadman invited everyone to the ribbon-cutting ceremony on October 12th. Mayor Snavely thanked Mr. Boardman for his presentation.

Public Comment - Mr. Glenn Ellerbe, 158 Silver Leaf Drive - Mr. Ellerbe thanked the City for addressing concerns that the residents of Silverleaf Meadows had about the fifth phase of the OATS trail. Mr. Ellerbe also spoke on behalf of the Oxford Chamber of Commerce. Mr. Ellerbe explained that he loves the collaborative nature of working with residents, businesses, and other entities in town. Mr. Ellerbe shared that he was here tonight because of concerns raised when the word 'mandate' was mentioned regarding recycling, especially for businesses. Mr. Ellerbe noted that he understood what was being discussed during the work session and was pleased to learn that it was one of several options. Mr. Ellerbe was pleased that the general sentiment was to go towards a more collaborative and tiered approach to business recycling. Mr. Ellerbe will go back and report to the chamber that the City is going to talk to the businesses and tap a couple of volunteers to do some of those things. Mr. Ellerbe recommended that the City consider offering incentives to businesses to encourage buy-in. Mr. Ellerbe suggested that the City provide the businesses with the outcome they hope to achieve.

Public Comment - Ms. Peggy Branstrator, 18 Meadow Circle - Ms. Branstrator wanted to invite everyone to two upcoming events. Ms. Brandstrator mentioned that the first event is called Sun Day, and it takes place on Sunday, September 21st, which coincides with the autumnal equinox. Ms. Brandstrator noted that the Cincinnati public radio station is holding an event in its new building. Ms. Brandstrator mentioned the second event is happening the first weekend in October, the 3rd, 4th, and 5th, for the 30th anniversary of the ASES (American Solar Energy Society) National Solar Tour. Ms. Brandstrator stated that details would be in the Oxford Free Press. Ms. Branstrator encouraged the Council to think about City incentives, even small ones.

5. Consent Agenda.

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

Motion – To Approve the Consent Agenda.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

A. Minutes from the September 2, 2025, City Council Work Session. (Heather Barbour, Clerk of Council)

B. Minutes from the September 2, 2025, City Council Meeting. (Heather Barbour, Clerk of Council)

C. Minutes from the September 8, 2025, City Council CIP Work Session. (Heather Barbour, Clerk of Council)

D. A Report Regarding the September 3, 2025, Environmental Commission Meeting (Reena Murphy, Sustainability Coordinator)

E. Uptown Park Permit - Cub Scout Pack 961 ROW 01000 (Jessica Greene, Assistant City Manager)

F. Noise Abatement ROW 00975 Uptown Madness Miami Basketball (Jessica Greene, Assistant City Manager)

6. Resolutions.

A. A Resolution Authorizing The City Manager To Amend An Existing Agreement With AECOM Technical Service, Inc. For The Development Of Construction Plans And Specifications For An Amtrak Rail Station Platform. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7741.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

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

Public Comment - None.

B. A Resolution Of The City Council Subcommittee Recommending The Disbursement Of The Community Assistance Funding In The 2026 Proposed Budget. (Douglas R. Elliott, Jr., City Manager)

Motion – To Adopt Resolution No. 7742.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

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

Public Comment - None.

C. A Resolution Authorizing A Grant To The Oxford Vineyard Church In The Amount Of $70,000 For The Operation Of An Emergency Cold Shelter. (Douglas R. Elliott, Jr., City Manager)

Motion – To Adopt Resolution No. 7743.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

Mr. Elliott presented Ms. Greene's staff report and addressed questions and comments from the Council.

Public Comment - Mr. John Baylor, 131 Prevalent Drive - Mr. Baylor strongly encouraged the City Council to adopt this Resolution. Mr. Baylor mentioned that this cold shelter would help meet the needs of our neighbors with the greatest need during the coldest months of winter. Mr. Baylor noted that this is a collaboration between many faith communities in the city and will involve volunteers from throughout our community during the cold winter months. Mr. Baylor stated that a warming center during the winter months is evidence of a community that cares, and I hope you will support that.

Public Comment - Ms. Ann Fuehrer, Dana Drive - Ms. Fuehrer is a member of the Oxford Area Solutions for Housing (OASH) and has participated in a group of representatives from seven different faith communities that have met for several months to plan the operation of the cold shelter. Ms. Fuehrer shared that some members from that planning group will speak tonight, and that it's important for the Council to meet the people who've been involved. Ms. Fuehrer stated that the vision is for sheltering this winter, with the possibility of expanding to year-round sheltering, but at the very least, developing a model that is sustainable in Oxford. Ms. Fuehrer spoke in favor of the Resolution, and Ms. Greene prepared a very detailed report. Ms. Fuehrer noted the amount of City support was significantly higher than in previous years, and the ARPA interest is being used to fund this project. Ms. Fuehrer mentioned the considerable unkind contributions from the churches, and OASH is prepared to fundraise to supplement available funds. Ms. Fuehrer stated seeking grant support from local foundations. Ms. Fuehrer noted that half of the $70,000 would be allocated to hiring professionally qualified staff to ensure the security of our guests, volunteers, and staff. Ms. Fuehrer mentioned that the staff will also assist with case management, providing access to social services that will complement meeting physical and hygiene needs. Ms. Fuehrer shared that sheltering is intended to be a step on the path to housing stability, and the congregate sheltering model is consistent with best practices. Ms. Fuehrer noted that safety nets are disappearing due to changing priorities in federal government decision-making. Ms. Fuehrer thanked the Council for appointing her to the HAC and has now become the chair.

Public Comment - Mr. Rick Bailey, 192 Stone Creek Drive - Mr. Bailey wanted to recognize the amount of effort from the City, the Council, the attendance at meetings, the dialogue back and forth, and the evidence of caring to make Oxford a better place, all of which are reassuring. Mr. Bailey thanked the Council and asked for their support of this Resolution.

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 Ordinance No. 3783 Supplemental Budget Ordinance Number 6 To Make Supplemental Appropriations For Fiscal Year 2025. (Heidi Ridenour, Finance Director)

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

Public Comment - None.

B. Second Reading

1. An Ordinance Repealing Ordinance No. 1897 And Dissolving The Student Community Relations Commission (SCRC). (Jessica Greene, Assistant City Manager)

Motion – To Adopt Ordinance No. 3835.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6
Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Smith, Ms. Franklin, and Mayor Snavely
NAY # 0
ABS # 0

Mr. Elliott reported no changes since the first reading and offered to answer any questions.

Public Comment - Mr. Tyreke Farquharson, ASG Executive Cabinet as the Secretary of Community Engagement, 21 North College Ave - Mr. Farquharson thanked the Council for the work they do to keep Oxford a thriving community. Mr. Farquharson expressed gratitude for the opportunity to begin his role this week by speaking with you tonight and looks forward to a continued partnership and strengthening the relationship between Miami students and the Oxford community. Mr. Farquharson shared his reflections on the decision to dissolve the SCRC. Mr. Farquharson noted a sense of sadness in seeing the conclusion of a long-standing space for dialogue, but recognizes that the body has not operated as intended, and for quite some time. Mr. Farquharson mentioned that the SCRC still represented an important idea, and as was mentioned in the staff report, the relationship between the City of Oxford and the University has greatly strengthened in the previous years. Mr. Farquharson believes that it still represents an important idea: collaboration between students, residents, and City administrators and leadership matters. Mr. Farquharson also believes that the idea should carry forward. Mr. Farquharson noted that

moments of transition often open the door to new possibilities, and on behalf of ASG, we are hopeful and expectant that another forum will emerge where students, residents, and the City leaders can continue this important work together in a way that is productive, consistent, and impactful. Mr. Farquharson stated that the ASG and the university stand ready to cooperate fully in shaping whatever comes next and to ensure that the students remain active, constructive partners in Oxford civic life. Mr. Farquharson shared that they are excited to engage in that process promptly and thoughtfully.

2. An Ordinance Amending The Official Zoning Map Of The City Of Oxford Ohio For Approximately 18 Acres Of Land Generally Located At 1701 Lake Forest Drive From Multi-Family Residential (R-4) District To Single And Two-Family Residential (R-2A) District. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3836.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6
Ms. Raghu, Mr. Bracken, Mr. Smith, Ms. Franklin, Mr. Prytherch, and Mayor Snavely
NAY # 0
ABS # 0

Mr. Perry reported no changes since the first reading and offered to answer any questions.

Public Comment - Ms. Roxanne Ornelas, South Locust St. - Ms. Ornelas asked that the Council set aside the vote to reconsider the change in zoning at the location presently called Lake Forest Cove. Ms. Ornelas mentioned that if a change is decided for this location, then, in recognition of more transparency in our governance model. Ms. Ornelas recommends that the steering committee members of the comprehensive plan or other interested citizens be invited to discuss this change by encouraging more public participation in this type of change. Ms. Ornelas stated that, after all, it was the steering committee members, along with the City Staff and commissions, who recommended the present multifamily residential R4 zoning. Ms. Ornelas wished to draw attention to the housing needs assessment that is also described in the comprehensive plan. Ms. Ornelas stated that what is particularly concerning is the critical designation under priority housing at or below 50% of the AMI; however, at recent Council meetings, two areas identified for housing are in the range of 60 to 80% AMI. Ms. Ornelas noted that this still leaves a growing gap and a lack of housing options for those earning less. Ms. Ornelas stated that more attention should be placed on the middle AMI range that the present zoning allows for. Ms. Ornelas would like to see the City think creatively in the future about planning and supporting mixed-use and even multi-generational housing development.

3. An Ordinance Approving A Preliminary Subdivision Named "Lake Forest Cove," Submitted By 4 Leaf Development LLC For 34 Single-Family Residential Lots To Be Situated On 17.947 Acres Currently Addressed As 1701 Lake Forest Drive, Oxford Ohio 45056, With Conditions. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3837.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6
Mr. Bracken, Ms. Franklin, Mr. Prytherch, Ms. Raghu, Mr. Smith, and Mayor Snavely
NAY # 0
ABS # 0

Mr. Perry reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

4. An Ordinance Approving A Conditional Use For A Golf Simulator Indoor Entertainment Facility Located At 10 N Beech Street, Oxford Ohio 45056, With Conditions. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3838.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6
Mr. Smith, Ms. Franklin, Mr. Prytherch, Ms. Raghu, Mr. Bracken, and Mayor Snavely
NAY # 0
ABS # 0

Mr. Perry reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

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

DATE Meeting

1.	Sep 17	Board of Building Appeals - CANCELED	Courthouse	5:30 p.m.
	Sep 17	Oxford Parking & Transportation Advisory Board	Oxford Lane Library	6:30 p.m.
	Sep 18	Police Community Relations & Review Commission - CANCELED	Courthouse	6:00 p.m.
	Sep 23	Board of Zoning Appeals	Courthouse	5:00 p.m.
	Oct 2	Housing Advisory Commission	College@Elm	5:00 p.m.
	Oct 6	City Council Operating Budget Work Session	Courthouse	6:30 p.m.
	Oct 7	City Council Work Session	Courthouse	7:00 p.m.
	Oct 7	City Council	Courthouse	7:30 p.m.
	Oct. 8	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
	Oct 13	Oxford Parking & Transportation Advisory Board	Municipal Building	9:00 a.m.
	Oct 13	Oxford Recreation Board	Municipal Building	12:00 p.m.
	Oct 13	Public Arts Commission of Oxford	Municipal Building	5:30 p.m.
	Oct 14	Planning Commission	Courthouse	7:00 p.m.

9. Adjourn.

Motion – To move into Executive Session pursuant O.R.C. Section 121.22 (G)(3) To Consider Pending And Threatened Litigation at 9:00 pm.
(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. Raghu

AYE # 6
Ms. Franklin, Mr. Bracken, Ms. Raghu, Mr. Prytherch, Mr. Smith, and Mayor Snavely
NAY # 0
ABS # 0

Motion – To Adjourn from Executive Session at 9:15 pm.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

Butler County's Senior Services Levy

Helping older adults remain independent in their homes and our community.

Meet Susan

Butler County Elderly Services Program Client

The Butler County Senior Services Levy makes Butler County a great place to live – for people of all ages.

- It is the primary funding source for the Elderly Services Program
- Enables 4,000+ older adults to stay safely in their homes and connected to their communities, preserving independence and dignity.
- Helps long-married spouses stay together.
- Saves taxpayers money and keeps people off Medicaid by preventing costly and unnecessary nursing home placements
- Is a safety net for people who are not eligible for other community programs but who also cannot afford private care.
- Helps family caregivers – sons and daughters juggling jobs, childrearing and elder care.
- Helps older adults access temporary support as they leave the hospital or nursing home.
- Helps businesses who need workers to be productive, not sidelined by caregiving worries.

Levy Facts

- Levy has been in place for 30 years
- Current levy expires in 2025
- It's been 20 years since the last levy increase
- November: voters will be asked to approve a senior services levy that includes renewal of the existing 1.3 mil levy and a .7 mil increase
- Will generate $20.2 million per year and cost homeowners $50 per $100,000 of property value annually
  - Less than 2% of the average property tax bill
  - About $4 per month to ensure critical services continue and allow vulnerable seniors to remain in their homes
- If the levy fails, ESP ends. There is no funding replacement.

What has changed since the last levy increase? (2005)

- Butler County's 60+ population has grown 79%
- The 85+ age group (those most likely to need care) has increased 52% and will grow another 36% by 2040
- Total clients served in Butler County has increased 50%
- Cost per client increased only 18% ($66), despite 62% inflation over the same period
- Federal funding decreased significantly in 2025 with an uncertain future

ESP: A lifeline for Butler County seniors

Eligibility Criteria:

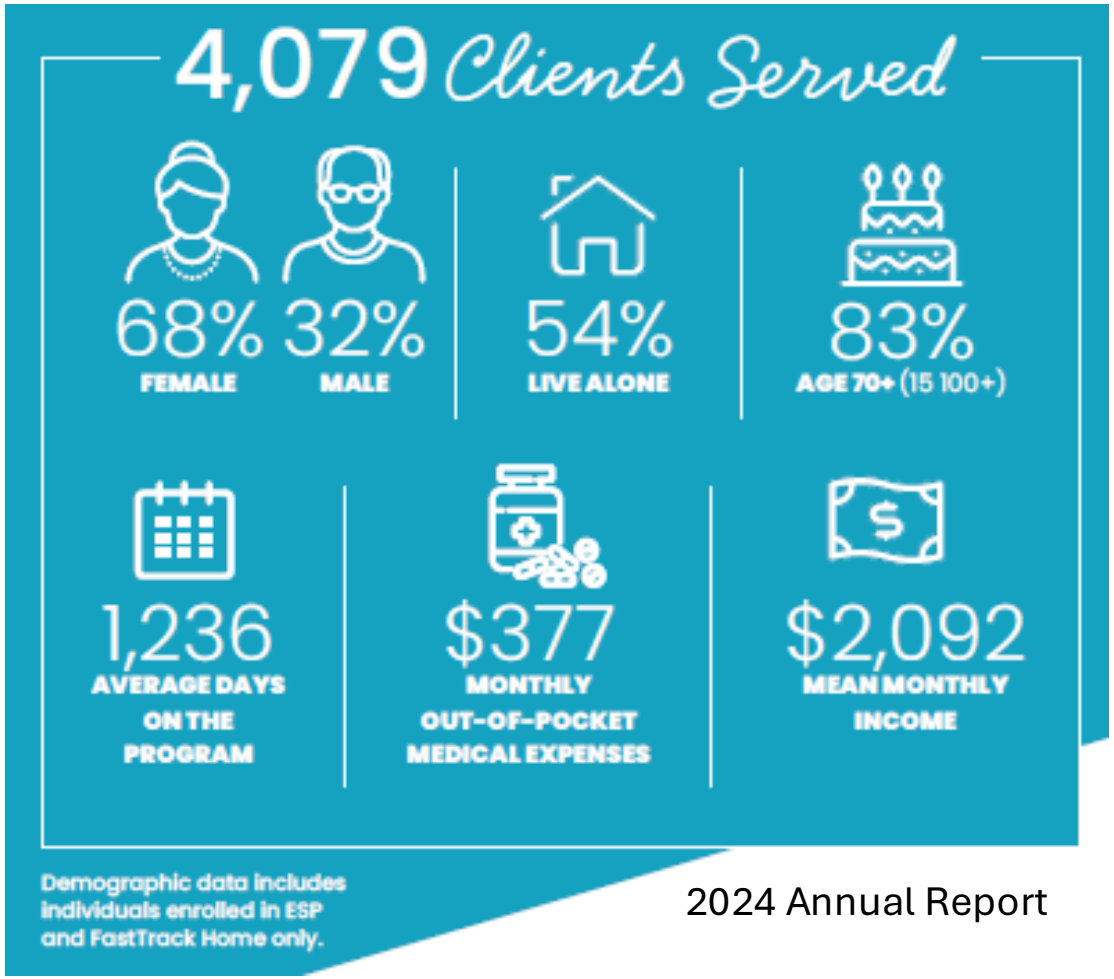
- Butler County resident
- Age 60+
- Have specific care needs or health conditions
- Some clients are required to help pay for their care via cost sharing
- Ineligible for similar services through another payor source (insurance, veterans benefits, Medicaid, etc.)

Services Provided:

- Care management
- Home-delivered meals
- Home Care Assistance (bathing, personal care, housekeeping)
- Transportation
- Adult day services
- Home safety modifications
- Emergency Response Systems
- Respite for caregivers
- Behavioral health services (Uplift)

Butler County Elderly Services Program: Typical Client

- 76-year-old woman with disabilities and multiple chronic health conditions
- Lives alone
- Needs help with bathing, cooking, cleaning, dressing, shopping
- Lives on a fixed income
- Has been in and out of the hospital and is at risk for nursing home placement
- Family caregiver has children and a full-time job



2024 Annual Report

The need is real – and growing

- Today, more than one-third of Butler County households include someone age 60+, accounting for more than 20% of the county's population.
- Enrollment in ESP has been limited since 2024 due to funding limitations. Hundreds of eligible older adults have been turned away.
- According to the Scripps Gerontology Center at Miami University, more than 12,000 Butler County older adults have at least one disability or form of dementia which could make them eligible for ESP services.

Data sources: Scripps Gerontology Center and US Census

ESP is a community partnership

- Butler County Commissioners
- Council on Aging (Area Agency on Aging for Butler County)
- Butler County Elderly Services Advisory Council
- LifeSpan – Community First Solutions
- Service Providers
- Clients
- Family Caregivers
- Voters

ESP 10 REASONS TO SUPPORT
Butler County's Senior Services Levy

1 It helps older adults remain independent in their homes.
As we age, most of us want to stay at home, even if we need help. Home means independence, privacy, dignity and connection to our loved ones. While care at home is much cheaper than nursing home care, it's still beyond the means of many. That's where Butler County's Senior Services levy helps. It supports the Elderly Services Program (ESP). Through services such as home-delivered meals, homemaking, personal care and transportation, ESP helps more than 4,000 seniors remain in their homes with independence and dignity.

2 It benefits EVERYONE in Butler County.
The levy and ESP make a big difference for thousands of families caring for older loved ones. It helps working families keep mom and dad at home, while also helping businesses whose employees are struggling to balance work and caregiving responsibilities. It helps long-married spouses care for each other and stay together. And for older adults who have no family nearby, it makes a difference in quality of life.

3 It's for your friends, neighbors and family.
Today, more than one-third of Butler County households include someone age 60+, accounting for more than 20% of the county's population. Chances are, you know someone who has benefited from ESP and the levy. ESP clients helped shape the communities we live in today. The typical client is an 80-year-old woman, living alone on a modest income. She has health problems, doesn't drive, and needs help with housework and meals. But she doesn't need a nursing home.

4 Butler County cares about seniors – and voters appreciate a good value.
Voters have supported the levy for nearly 30 years. They understand the importance of ESP for the older adults of today, and for those who will need it in the future. The levy was created to serve seniors "in the middle" – those who are not poor enough to qualify for Medicaid in-home care, but who also cannot afford to pay out-of-pocket for care. Voters appreciate that tax dollars are being put to good use. For about $425 per month, ESP can help a senior stay in their home. If that same senior were in a nursing home on Medicaid, it would cost taxpayers about $8,000 a month. Butler County ESP is compassionate AND cost-effective.

5 Butler County ESP delivers the right services at the right time.
Care managers tailor flexible services like meals, personal care and transportation to each client's needs. ESP supports, rather than replaces, care that is already provided by family caregivers. Temporary services are also available for older adults who need support as they leave a hospital or nursing home.

To be eligible, clients must live in Butler County, be age 60 or older, and have specific care needs or health conditions. Some clients are required to help pay for their care via cost sharing.

Learn more at helpourelderly.org

6 Butler County ESP is well managed and mission-driven.

Council on Aging (COA) manages the program via a contract with Butler County Commissioners. A non-profit, COA is the Area Agency on Aging for southwestern Ohio, including Butler County, with a mission focused on helping older adults remain independent in their homes and communities. COA brings in federal funds which help support ESP and other services for county residents. A volunteer community board advises on ESP needs and policies. LifeSpan-Community First Solutions provides enrollment and care management for ESP clients. Providers deliver ESP services via competitive contracts with COA.

7 The need is real – and growing.

Butler County's older adult population (60+) has grown 79% since the levy's last increase in 2005. The 85+ age group (those most likely to need care) has increased 52% and will grow another 36% by 2040. According to the Scripps Gerontology Center at Miami University, more than 12,000 Butler County older adults have at least one disability or form of dementia which could make them eligible for ESP services.

8 The current levy cannot keep up with the demand for services.

Despite 20 years without an increase, demand for levy services has surged. ESP is serving 50% more people than it did 20 years ago, but COA has effectively managed expenses, with care costs rising just 18% ($66) over the same period, even as inflation soared 62%.

But demand is outpacing resources. For the past year, ESP has had to manage enrollment, turning away hundreds of seniors who qualify for help. Family caregivers are stretched thin, and ESP is often the lifeline that keeps loved ones at home and out of nursing facilities.

In November, voters will be asked to approve a senior services levy that includes renewal of the existing 1.3 mil levy and a .7 mil increase. The proposed levy will generate $20.2 million per year and cost homeowners $50 per $100,000 of property value annually (the levy accounts for less than 2% of the average property tax bill).That's about $4 per month to ensure these critical services continue and allow vulnerable seniors to remain in their homes.

9 If voters reject the levy, ESP will end.

There is no other local program to take its place. The levy provides 84% of the funding for Butler County ESP. Other funding comes from federal and state sources (via Council on Aging), client donations and co-payments.

If the levy passes, enrollment restrictions in place since 2024 will be lifted and ESP can begin closing the gap between the needs of the community and program capacity. By 2030, ESP will be serving nearly 20% more people than it does today.

10 You may need it someday.

We all want to age with dignity and with choices for our care. For most of us, home is the first choice. In reality, 70 percent of us will need care during our lifetimes. And if we don't, we'll likely be called on to help someone who does. The cost of care can take a serious financial toll on individuals and families, and in-home care is out of reach for many. Butler County's Senior Services Levy helps people get the care they need and deserve.

Paid for by Citizens Supporting our Elderly, an Incorporated entity separate from the official committee creating the Issue. Bryan Boynton, Treasurer, 4601 Malsbary Road, Blue Ash, OH 45242

Learn more at helpourelderly.org

GET INVOLVED!

Help ensure the Butler County Elderly Services Program continues!

We need your help!

Butler County's Senior Services Levy will be on the ballot this November, and we need your help to spread the word! The levy funds the Elderly Services Program (ESP), which helps more than 4,000 Butler County seniors remain independent in their homes through services like meal delivery, transportation, and personal care.

For the first time in 20 years, we're asking voters for additional funding because Butler County's aging population has grown dramatically. Without this levy, ESP will end.

But you can make a difference! Join our volunteer team to protect this lifeline for Butler County families.

Ways you can help:

- Speak to public groups about the importance of the levy
- Display a yard sign (or 4X4 sign) at your house or business
- Help secure permission to put signs at other places throughout the county
- Help assemble yard signs
- Help deliver signs and/or install 4x4 signs
- Participate in a "Honk and Wave" or host your own
- Hold a sign, pass out info at the polls on Election Day (Nov. 4)
- Share a story about how the levy has impacted you or your family
- Like, follow and share our posts on Facebook

SCAN ME

to Volunteer!

Ready to get involved?

Scan the QR code to visit our website and complete the volunteer form. We will be in touch with you soon! Find more information at www.helpourelderly.org.

Connect and share on Facebook!

Three Valley Conservation Trust

Mark Boardman

Ruder Preserve - OATS

Boardwalk Update

Thank You

Invitation

NATURE PRESERVE

Requested permission to install
a paved handicap parking area
paved extension to boardwalk entrance

Leonard Howell Park
BARKHAM
PARK
Bonham Road Dog Park
PARKS & RECREATION
Oxford
Turn here into dog park lot ➡️

October, 2024

October, 2024

Drive toward gray barn to find handicapped parking and boardwalk entrance

April 24, 2025

April 15, 2025

April 24, 2025

April 29, 2025

June 3, 2025

OXFORD
K.E. ROSE
Bobcat
435

Handicap
Parking
Barkham
Dog Park
Bonham Rd
Ruder
Preserve
OATS
trail
Shadowy Hills Dr
Handicap
Parking
Four Mile Creek
OATS
trail
Shadowy Hills Dr
Boardwalk
Bench / Platform
100 ft

Thank You

Bayer Corporation
Adams Legacy Foundation
Elizabeth Wakeman Foundation
Duke Energy Foundation
Greater Dayton Conservation Fund
Oxford Community Foundation
Dayton Disability Foundation
Northern Cincinnati Foundation
Alpha Phi Omega
Miami University Naval ROTC
Songbird Environmental
Taking Root
Monarch Watch
Butler County Lumber
Katto Landscaping
Ace Hardwares
Chipotle
City of Oxford
Oxford Township
Miami University
Sydni Moore – Ross Christian Church
Oxford Chamber of Commerce - James Robinson Grant

The Ruder Family

Hardy and Barb Eshbaugh
Betty Rogers & Ernst Bever
Nancy Nicholson
Ed and Jan Teets
Kelley Franks
Bill & Kay Snavely
Jerry and Josette Stanley
Mark and Linda Boardman
Jessica Boardman
Paul & Carol Lamberger
Lauren Enda
Steve Gordon
Trevor Olgilvie – Scout Troop 850
Jack Heitger - Scouts Troop 930
Dick Munson
Tom Farmer
Steve Nimis
Barb Hamilton
Rick Momeyer
Donna McCollum
Hays Cummins
Suellen Albert, Adriane Ruther, and Sandra Tyler

Thank You

City Council and Staff

INVITATION

Ceremony and Celebration for the Completion of the Ruder Boardwalk

Where: Barkham Park
When: October 12;
1 p.m.

THREE VALLEY
CONSERVATION TRUST
3VCT.ORG

Handicap
Parking
Barkham
Dog Park
Bonham Rd
Ruder
Preserve
OATS
trail
Shadowy Hills Dr
Handicap
Parking
Four Mile Creek
OATS
trail
Shadowy Hills Dr
Boardwalk
Bench / Platform
100 ft

Public Comment To Council

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

*** First Name**

Alice

Enter your First Name

*** Last Name**

Ryan

Enter your Last Name

*** Address**

271 Reagan Pl 45056

*** City**

Oxford

*** State**

Ohio

*** Email**

aliceryan211@gmail.com

Phone

Ex. (123) 456-7890

*** I am a...**

- [ ] **Visitor**
- [x] **Resident (i.e. must live within the corporate boundaries)**
- [ ] **Business Manager**
- [ ] **Business Owner**
- [ ] **Employee in Oxford**
- [x] **Student**
- [ ] **Other**

*** Comment(s)**

Dear City Council, I'd like to make a public comment about the train that runs through Spring street. I've noticed that there are zero flashing lights or guard rails before the railroad tracks that run through Spring St. I understand the train has to make its very loud and prolonged announcement, especially because there aren't clear and definite warning signs before the track in that part of the road. But the hours every single night the train goes off -- usually around 10 pm and again at 4:30 am with some other visits in-between -- is becoming unbearable. Noise cancelling earplugs plus headphones doesn't work. Please believe me, I use both. Maybe if there were check rails or flashing lights in place the train horn wouldn't have to be used so excessively. Thank you for your attention to this matter. Sincerely, an exhausted graduate student who wants to sleep through the night.

Make a public comment for review by City Council

History

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:	9/30/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Approving Then And Now Certificates For Purchase Orders Issued Above $3,000 Where An Invoice Was Received Prior To The Purchase Order Date, As A Requirement Of Ohio Revised Code 5705.41 (d). (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:
Staff is requesting Council to approve the then and now certificates for purchase orders issued above $3,000 where an invoice was received prior to the purchase order date. After discussing the issue with the Auditors, they requested we begin bringing any purchase orders meeting this criteria, to Council for approval for compliance with the O.R.C. 5705.41 (d).

RESOLUTION NO.

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

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

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

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

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

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

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

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

Appendix A

P.O. Number	P.O. Date	Vendor	Amount	Purpose
5481	08/28/25	Rawdon Myers, Inc	$ 5,158.00	SCADA and Communications Support-Actuator for Filter Orig PO #4806 in 2024 closed, not received until 2025-

NOTICE TO LEGISLATIVE AUTHORITY

TO

10001743-1 PERMIT NUMBER	**TRFO** TYPE	**rrkarra llc** **21 east high st,oxford,ohio 45056 /ushop** **21 east high st** **oxford OH 45056** **Muni/Village/Twp: Oxford**
ISSUE DATE		
6/20/2025 FILING DATE		
C-1 C-2 D-6 PERMIT CLASSES		
09088 TAX DISTRICT	**JUN**	RECEIPT NO

RECEIVED
RECEIVED SEP 12 2025
City of Oxford

FROM **8/29/2025**

00084206-1 PERMIT NUMBER	TYPE	**AKSD LLC** **21 E HIGH ST** **OXFORD OH 45056** **Muni/Village/Twp: Oxford**
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
09088 TAX DISTRICT	**JUN**	RECEIPT NO

MAILED [redacted] 09/05/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN [redacted] 10/06/2025

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: **JUN TRFO 10001743-1**
(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 S COLLEGE AVE
OXFORD OH 45056

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:	9/12/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Consenting To The Annexation To The City Of Oxford, Ohio Of Certain Territory Proposed To Be Annexed To The City Of Oxford, Ohio Pursuant To A Petition Filed With The Board Of County Commissioners Of Butler County, Ohio By Douglas R. Elliott Jr., Agent For Petitioners, As Provided By Ohio Revised Code Section 709.023. (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:
Miami University has submitted a proposed annexation to the Butler County Commissioners to annex 157.217 acres of land (the remaining portion of the Miami University airport outside the City's corporate boundaries). The City Manager is the statutory agent for the petitioner. It is an Expedited Type 2 Annexation. The airport is owned by Miami University and managed by the Cincinnati/Northern Kentucky International Airport (CVG). The airport is uniquely positioned to become a hub for innovation and Advanced Air Mobility (AAM) as outlined in the City of Oxford's Economic Development Strategic Plan. Annexing this land to the City will enable infrastructure extensions and upgrades, as well as, grant opportunities for development.

RESOLUTION NO.

A RESOLUTION CONSENTING TO THE ANNEXATION TO THE CITY OF OXFORD, OHIO OF CERTAIN TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF OXFORD, OHIO PURSUANT TO A PETITION FILED WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO BY DOUGLAS R. ELLIOTT JR., AGENT FOR PETITIONERS, AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

WHEREAS, A petition for annexation has been filed with the Board of County Commissioners of Butler County, Ohio of 157.217 acres of land in Oxford Township, Butler County, Ohio.

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

SECTION 1: Council, having received the notification of a petition for annexation from The Presidents and Trustees of Miami University, for 157.217 acres of land in the Township of Oxford, Butler County, Ohio, hereby accepts said petition.

SECTION 2: Council hereby consents to the annexation petition from The Presidents and Trustees of Miami University for 157.217 acres of land in the Township of Oxford, Butler County, Ohio in accordance with Ohio Revised Code Section 709.023(D).

SECTION 3: The Clerk is hereby directed to forward a certified copy of this resolution to the Board of County Commissioners of Butler County, Ohio.

SECTION 4: 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)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF BUTLER COUNTY, OHIO
PETITION BY OWNER OF REAL ESTATE FOR ANNEXATION OF 157.217 ACRES
OF LAND MORE OR LESS IN OXFORD TOWNSHIP, BUTLER COUNTY, OHIO
TO CITY OF OXFORD, OHIO

(Expedited Type 2 Annexation- Sections 709.021 & 709.023 Ohio Revised Code)

The undersigned petitioner being 100% of the owners of land that are required to sign this petition herein respectfully petition that the real estate hereinafter described be annexed to the City of Oxford, Butler County, Ohio.

The territory proposed for annexation contains 157.217 acres, more or less, in Oxford Township, Butler County, and is contiguous and adjacent to the boundary of the City of Oxford, Ohio, for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will not be excluded from the township.

The full description of the territory sought to be annexed is attached hereto and incorporated herein as Exhibit "A".

1. The number of owners of real estate in the territory sought to be annexed required to sign this petition is one (1), the Petitioner.

2. A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit "B".

3. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.

4. There is no annexation agreement between the municipality and township pursuant to R.C. § 709.192 applicable to this annexation nor an applicable Cooperative Economic Development Agreement (C.E.D.A.) pursuant to R.C. § 701.07.

5. The owner who signs this petition by its signature expressly waives its right to appeal in law or equity from the Board of County Commissioners' entry of any resolution passed under R.C. § 709.023 and waive any rights it may have to sue on any issue relating to a municipal corporation requiring a buffer as provided in R.C. § 709.023 and further waive any rights to seek a variance that would relieve or exempt them from the buffer requirement.

6. Douglas R. Elliott, Jr. is hereby appointed and authorized to act as agent for Petitioner in securing such annexation.

7. Petitioner's agent is hereby authorized to make any amendments and/or deletions which in his absolute and complete discretion are proper under the circumstances then existing. In addition, the Petitioner's agent is authorized to make such amendments and/or deletions in the petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map or plat and description to the Board of County Commissioners on, before or after the date set for hearing of this petition unless otherwise specified by law.

8. "WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

OWNER'S NAME:

For: The President and Trustees of The Miami University of Oxford, Ohio

By: David R Creamer

Date Signed: 9-23-2025

Contact Information:

Owner/Petitioner:

The President and Trustees of
The Miami University of Oxford, Ohio
David Creamer, Senior Vice President for
Finance and Business Services
Miami University
501 East High Street
Oxford, Ohio 45056
(513) 529-4226

Agent:

Douglas R. Elliott, Jr., City Manager
City of Oxford
15 South College Avenue
Oxford, Ohio 45056
(513) 524-5279

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:	9/10/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Determining The Total Cost Of The Assessment By Lot, Authorizing The List Of Assessments By Lot To Be Filed With The Clerk Of City Council And Ordering The Same Be Opened For Public Inspection And Authorizing The Clerk Of City Council To Publish Notice In A Newspaper Of General Circulation That The List Of Assessments By Lot Is Available For Public Inspection. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 9/10/25 DRE

DISCUSSION:
On February 18, 2025, the Oxford City Council passed Resolution No. 7675 declaring the necessity to improve portions of certain properties on multiple streets in the City of Oxford. An exhibit with this Resolution identified properties that required improvement to the property's curb, gutter, sidewalk and/or driveway apron in the Right of Way (ROW).

On May 20, 2025, the Oxford City Council passed Resolution No. 7721 authorizing a construction contract with Hendy, Inc. for the removal and replacement of substandard curb, gutter, sidewalk, and driveways. Hendy, Inc. has completed all work necessary associated with this contract.

Since receiving notice of the City's intention to move forward with improvements, several property owners elected to have the work done under their own control and at their own cost. Seventy-three properties elected to have the City construct the required improvements. Per Ohio Revised Code 729.07, the attached Exhibit "A" details the actual costs incurred by the City for each property electing

improvements via special assessment on their property taxes.

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

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

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

RESOLUTION NO.

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

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

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

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

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

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

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

SECTION 4: This Resolution shall take effect at the earliest time allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

Curb Gutter Sidewalk for 2025 Resurfacing

Address	Direction	Street Name				Lineal Ft Curb Installed	Square Feet Sidewalk Installed	Square Feet Sidewalk thru Driveway Installed	Square Ft Drive Apron Installed	Square Ft Apron Removed	Square Ft Sidewalk Remove Only	Square Foot Asphalt Remove Only	FINAL Cost Total
6242		DEVONSHIRE	ANGELA F POSTON	ANGELA F POSTON 6242 DEVONSHIRE DR OXFORD OH 45056 1501	H4000024000025	53							$ 4,235.85
6232		DEVONSHIRE	AUSTIN & KRISTIN CARTER	AUSTIN & KRISTIN CARTER 6232 DEVONSHIRE DR OXFORD OH 45056 1501	H4100024000026	34							$ 2,748.50
6233		DEVONSHIRE	YANG YUNPING & LI YOULAN	YANG YUNPING & LI YOULAN 6738 SUNNY DR MASON OH 45040	H4100024000027	10.5							$ 968.38
6243		DEVONSHIRE	LAURA M LIVINGSTON	LAURA M LIVINGSTON 6243 DEVONSHIRE DR OXFORD OH 45056 1501	H4100024000028	51							$ 4,076.95
													$ 12,029.68
						148.5	**0**	**0**	**0**	**0**	**0**	**0**	**$ 12,029.68**
6304		TIMOTHY LN	JENS MUELLER & GABRIELE BECHTEL	JENS MUELLER & GABRIELE BECHTEL 6304 TIMOTHY LN OXFORD OH 45056 1537	H4100024000057	25							$ 2,066.75
6294		TIMOTHY LN	MELANIE WIESMAN ETAL	MELANIE WIESMAN ETAL 6294 TIMOTHY LN OXFORD OH 45056 1557	H4100024000058	68							$ 5,427.60
125		FIELDCREST AVE	GEORGE LEINEKE JR	GEORGE LEINEKE JR 125 FIELDCREST DR OXFORD OH 45056 1517	H4000024000031	23	25						$ 2,290.25
6233		TIMOTHY LN	SCOTT A SUAREZ	SCOTT A SUAREZ 513-516-1644 ~~6233 TIMOTHY LN~~ 8836 Cassiopia Way ~~OXFORD OH 45056 1536~~ San Diego, CA 92126	H4100024000035	29							$ 2,369.75
													$ 12,154.35
						145	**25**	**0**	**0**	**0**	**0**	**0**	**$ 12,154.35**
6192		VEREKER DR	KYLE AND ABRA MOORE	KYLE AND ABRA MOORE 6192 VEREKER DR OXFORD OH 45056 1541	H4100017000057	55							$ 4,394.75
6172		VEREKER DR	WESLEY FOUNDATION AT MIAMI & WESTERN COLL FOR WOMEN	WESLEY FOUNDATION AT MIAMI & WESTERN COLL FOR WOMEN 16 S CAMPUS AVE OXFORD OH 45056 1801	H4000017000059	57							$ 4,553.65
6162		VEREKER DR	NICHOLAS W GLACKEN & MEGAN KINZER	NICHOLAS W GLACKEN & MEGAN KINZER 6162 VEREKER DR OXFORD OH 45056 1541	H4100017000060	62							$ 4,951.00
6152		VEREKER DR	DAMIEN CHIODO	DAMIEN CHIODO 103 N BROOKWOOD AVE HAMILTON OH 45013 1211	H4100017000061	62							$ 4,951.00

6161		VEREKER DR	SARA PATE	SARA PATE 6161 VEREKER DR OXFORD OH 45056 1540	H4100017000067	**67**							$ 5,348.15
6171		VEREKER DR	BRENDAN MOONEY	BRENDAN MOONEY 6171 VEREKER DR OXFORD OH 45056 1540	H4000017000068	**100**							$ 7,970.00
6181		VEREKER DR	LAURA R & STEVE THEODORE SIAMBEKOS	LAURA R & STEVE THEODORE SIAMBEKOS 6181 VEREKER DR OXFORD OH 45056 1540	H4100017000069	**97**							$ 7,731.65
6191		VEREKER DR	STEPHEN LIPPMANN	STEPHEN LIPPMANN 6191 VEREKER DR OXFORD OH 45056 1540	H4000017000070	**64**							$ 5,109.80
													$ 45,010.00
						564	**0**	**0**	**0**	**0**	**0**	**0**	**$ 45,010.00**
102		RYAN DR	MATTHEW R AND ADRIENNE RENEE YOCHES	MATTHEW R AND ADRIENNE RENEE YOCHES 102 RYAN DR OXFORD OH 45056 9381	H4100133000013		**16**						$ 413.00
													$ 413.00
						0	**16**	**0**	**0**	**0**	**0**	**0**	**$ 413.00**
60		JOSIE LN	JUNE SCHOLL	JUNE SCHOLL 60 JOSIE LN OXFORD OH 45056 9030	H4100133000066		**18**						$ 443.00
													$ 443.00
						0	**18**	**0**	**0**	**0**	**0**	**0**	**$ 443.00**
1376		DANA DR	MELANIE & CARL VESS	MELANIE & CARL VESS 1376 DANA DR OXFORD OH 45056 2553	H4100120000078	**63**		**77.5**					$ 6,192.85
733		DANIEL DR	TRES WALNUT LLC	TRES WALNUT LLC 116 E HIGH ST OXFORD OH 45056 1820	H4100120000086	**30**	**90**	**60**					$ 4,695.50
1215		DANA DR	JOSEPH HENEGAR	JOSEPH HENEGAR 1215 DANA DR S OXFORD OH 45056 2513	H4100120000003	**11**	**50**						$ 1,756.25
603		GLENVIEW DR	JACQULINE BRIDGES	JACQULINE BRIDGES 2935 HARRIS RD HAMILTON OH 45013 9689	H4100120000035	**21**	**30**						$ 2,213.75
													$ 14,858.35
						125	**170**	**137.5**	**0**	**0**	**0**	**0**	**$ 14,858.35**

513		GLENVIEW DR	JENNIFER J QUINN	JENNIFER J QUINN 513 GLENVIEW DR OXFORD OH 45056 2522	H4000117000015	**11**	**55**	30					$ 2,281.25
													$ 2,281.25
						11	**55**	**30**	**0**	**0**	**0**	**0**	**$ 2,281.25**
311	N	ELM ST	10K PROPERTIES LLC	10K PROPERTIES LLC 101 COMMERCE BLVD SUITE A LOVELAND OH 45140 1122	H4100008000129	**51**	**160**			**40**			$ 6,636.95
307	N	ELM ST	DOUGLAS & SHERRY WARD	DOUGLAS & SHERRY WARD 307 N ELM ST OXFORD OH 45056 1122	H4000008000128	**10.5**							$ 968.38
215	N	ELM ST	RODBRO AND RODBRO INVESTMENTS LLC	RODBRO AND RODBRO INVESTMENTS LLC 21 N POPLAR ST OXFORD OH 45056 1254	H4000008000120		**25**						$ 548.00
119	N	ELM ST	HUTZELMAN PROPERTIES LLC	HUTZELMAN PROPERTIES LLC 4192 MAXWELL DR MASON OH 45040	H4100008000112	**26**							$ 2,142.50
300	W	CHURCH ST	BRIAN ROBERT JONES	BRIAN ROBERT JONES 300 W CHURCH ST OXFORD OH 45056 1107	H4100008000079	**10**							$ 930.50
116	N	ELM ST	TRES WALNUT LLC	TRES WALNUT LLC 3401 LANES MILL RD OXFORD OH 45056 9605	H4100008000076	**41**							$ 3,282.45
210	N	ELM ST	ELM ST CHRISTIAN CHURCH C/O RICHARD A MILLER	ELM ST CHRISTIAN CHURCH C/O RICHARD A MILLER 6230 STILLWELL BECKETT RD OXFORD OH 45056 9249	H4000008000059	**20**							$ 1,688.00
300	W	VINE ST	STEPHEN M MOORE	STEPHEN M MOORE 300 W VINE ST OXFORD OH 45056 1131	H4100008000025	**5**	**50**						$ 1,301.75
310	N	ELM ST	BAREQ & MAHMOOD AL SAEDI	BAREQ & MAHMOOD AL SAEDI 310 312 N ELM ST OXFORD OH 45056 1123	H4100008000024	**5**							$ 551.75
													$ 18,050.28
						168.5	**235**	**0**	**0**	**40**	**0**	**0**	**$ 18,050.28**
225		RIDGE AVE	W MARCELLUS & DENISE BENNISON	W MARCELLUS & DENISE BENNISON 225 RIDGE AVE OXFORD OH 45056 1534	H4100024000008	**30.5**							$ 2,483.38
220		RIDGE AVE	DEBORAH D KELLY	DEBORAH D KELLY 220 RIDGE AVE OXFORD OH 45056 1535	H4100024000009	**65**							$ 5,189.35
120		RIDGE AVE	MOLLY J & MATTHEW TODD	MOLLY J & MATTHEW TODD 120 RIDGE AVE OXFORD OH 45056 1533	H4100024000013	**21**							$ 1,763.75
10		RIDGE AVE	NAZARIO ARAIZA & ANGELA FUENTES	NAZARIO ARAIZA & ANGELA FUENTES 10 RIDGE AVE OXFORD OH 45056 1531	H4100024000016	**81**							$ 6,460.45

													$ 15,896.93
						197.5	0	0	0	0	0	0	$ 15,896.93
6275		DEVONSHIRE DR	DUDLEY PRIME PROPERTIES LLC	DUDLEY PRIME PROPERTIES LLC 6744 CONTRERAS RD OXFORD OH 45056	H4100024000061			0	0	0	0	0	$ 629.95
220	W	VINE ST	TERRY M DUDLEY	TERRY M DUDLEY 6744 CONTRERAS RD OXFORD OH 45056 8857	H4100008000126			0	0	0	0	0	$ 173.00
212	N	ELM ST	DUDLEY PRIME PROPERTIES	DUDLEY PRIME PROPERTIES 6744 CONTRERAS RD OXFORD OH 45056 9739	H4000008000058			0	0	0	0	0	$ 173.00
													$ 975.95
													$ 975.95
COMPLAINT PROPERTIES													
Address	Direction	Street Name				Lineal Ft Curb Installed	Square Feet Sidewalk Installed	Square Feet Sidewalk thru Driveway Installed	Square Ft Drive Apron Installed	Square Ft Apron Removed	Square Ft Sidewalk Remove Only	Square Foot Asphalt Remove Only	FINAL TOTAL PLUS PERMIT FEES
200	E	HIGH ST	ALPHA CHAPTER HOUSE COMPANY OF THE BETA THETA PI FRATERNITY INC	ALPHA CHAPTER HOUSE COMPANY OF THE BETA THETA PI FRATERNITY INC 188 N BROOKWOOD AVE STE 100 HAMILTON OH 45013 1212	H4100002000052		344						$ 5,333.00
1106	S	LOCUST	MCCLURE FRANCES D SUCC TR	FRANCES D MCCLURE TR 1106 S LOCUST ST OXFORD OH 45056 2530	H4100118000060	31							$ 2,521.25
													$ 7,854.25
						31	344	0	0	0	0	0	$ 7,854.25
INSTALLED TOTALS						1390.5	863	167.5	0	40	0	0	$ 129,967.03

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:	9/18/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Of Council Supporting The Submission Of A Grant Application For Ohio Public Works Commission, Issue One Funds To Be Used For Roadway Improvements Within The City Of Oxford. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 9/18/25 DRE

DISCUSSION:
District #10 Public Works Integrating Committee (D#10PWIC) is accepting applications for funding for projects qualifying under Ohio Public Works Commission guidelines. The City has identified roadway improvements (in areas generally west of Locust Street) including resurfacing, roadway markings, and signage. The City Engineer has prepared an estimate of probable cost of $687,520 for this project. Staff requests City Council authorization to apply for OPWC funding with a 50%/50% split of costs, OPWC / City, respectively.

If a grant is awarded, work would be contracted in late 2026 and completed in summer 2027 using local funds from the 2027 Capital Improvement Fund.

RESOLUTION NO.

A RESOLUTION OF COUNCIL SUPPORTING THE SUBMISSION OF A GRANT APPLICATION FOR OHIO PUBLIC WORKS COMMISSION, ISSUE ONE FUNDS TO BE USED FOR ROADWAY IMPROVEMENTS WITHIN THE CITY OF OXFORD.

WHEREAS, Ohio Public Works Commission Issue One Funds, administered by the Butler County Engineer's Office, are available to local governments for safety improvement projects; and

WHEREAS, the City Manager and the Service Director recommend that Council authorize the City Manager to apply for and sign all documents necessary to receive a grant from the Ohio Public Works Commission for roadway improvements within the City of Oxford.

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

SECTION 1: Council, having determined the roadway improvements to be beneficial to the City, hereby supports the use of grant funds to assist with the cost.

SECTION 2: Council hereby authorizes the City Manager to submit a grant application to the Ohio Public Works Commission requesting Issue One funds for roadway improvements within the City of Oxford.

SECTION 3: The City Manager is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 4: 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)

DETAILED ENGINEER'S ESTIMATE AND USEFUL LIFE STATEMENT
OXFORD ROADWAY IMPROVEMENTS

ITEM	QUANTITY	UNIT	PRICE	AMOUNT
Pavement Planing 1.5" - 4"	36808	SY	$3.03	$111,528
Asphalt Surface Course	4093	TON	$114.95	$470,490
Pavement Markings	1	LUMP	$22,000.00	$22,000
Maintaining Traffic	1	LUMP	$21,000.00	$21,000
Construction Subtotal				$625,019
Contingencies (10%)				$62,502
TOTAL				$687,520

The estimated useful life of Oxford Roadway Improvements is 20 years.

Scott Otto

Scott A. Otto, P.E.

District #10 Public Works Integrating Committee (D#10PWIC)

Save as ... | Reset

PY40 (2027) / FY26
PROJECT SELECTION RATING SYSTEM

67 **Total Points**

APPLICANT City of Oxford **COUNTY** COUNTY

PROJECT TITLE Oxford Roadway Improvements **Checklist Complete?** ☐ YES ☐ NO

TYPE ◉ road ○ bridge ○ water supply treatment ○ water distribution ○ wastewater collection ○ wastewater treatment ○ solid waste disposal ○ stormwater systems

#1 10		**10 points**	**7 points**	**4 points**	**0 points**
AGE and CONDITION of existing infrastructure	Roads	P.C.R. < 60	60<= P.C.R. <= 75	P.C.R. > 75	new construction
	Bridges Culverts	<50 Sufficiency Rating	50 ≤ Sufficiency Rating ≤ 70	Sufficiency Rating >70	new construction
	Water Sewer	EPA Order to repair/replace or facility > 50 yrs old	Replaces 25-49 yr old structure	Replaces <25 yr old structure	new construction

#2 7	**10 points**	**7 points**	**4 points**	**0 points**
Impact of proposed activity to HEALTH and SAFETY	MAJOR IMPACT, see Instructions for further definition.	MINOR IMPACT, see Instructions for further definition.	MINIMAL IMPACT, see Instructions for further definition.	NO IMPACT, project is new or expansion, meets future needs.

#3 10	**10 points**	**7 points**	**4 points**	**0 points**
REPLACEMENT NEEDS of District	100% Replacement	67 - 99% Replacement	33 - 66% Replacement	Replacement < 33%

#4 2		**10 points**	**7 points**	**4 points**	**2 points**
Total number of USERS that benefit from proposed activity	Roads Bridges	> 2,000 ADT population = > 30%	1,000 < ADT ≤ 2,000 population = 20% - 29%	500 < ADT ≤ 1,000 population = 10% - 19%	ADT ≤ 500 population = less than 10%
	Water Sewer	> 2,000 customers customers = > 30%	1,500 < customers ≤ 2,000 customers = 20% - 29%	500 < customers ≤ 1,500 customers = 10% - 19%	customers ≤ 500 customers = less than 10%

#5 0	**10 points**	**8 points**	**6 points**	**4 points**	**2 points**	**0 points**
% of T.P.C committed from FEDERAL / STATE Grants (other than OPWC funds)	80% or greater	70% to 79%	60% to 69%	45% to 59%	10% to 45%	< 10%

#6 10	**10 points**	**8 points**	**6 points**	**4 points**	**2 points**	**0 points**
% of T.P.C. committed from LOCAL funding sources	more than 50%	41% to 50%	31% to 40%	21% to 30%	10% to 20%	< 10%

#7 0		**1 point**	**0 point**
Will the proposed project Generate REVENUE in the form of user fees or assessments		YES	NO

#8 10	**10 points**	**7 points**	**4 points**	**0 points**
Adequacy of PLANNING and Readiness to PROCEED	Plans complete at time of application	Plans 30% complete at time of application	Plans under Contract or Authorized to Proceed	No consultant has been authorized or under contract

#9 7	**10 points**	**7 points**	**4 points**	**0 points**
Applicants PERFORMANCE on OPWC assisted projects	No funding in past 10 years of OPWC funding	projects prior to past 3 funding cycles have been completed and requested closed out	projects from last 2 funding cycles, but have not awarded construction contract	has not awarded construction contract for any OPWC projects older than 3 years

#10 10	**10 points**	**8 points**	**6 points**	**4 point**	**2 points**	**0 points**
Community Income Index (see attached)	below 60%	60% or greater less than 70%	70% or greater less than 80%	80% or greater less than 90%	90% or greater less than 100%	100% and over

#11 1	**10 points**	**5 points**	**1 point**
How many jurisdictions benefit	involves or benefits two or more counties	involves and benefit two or more jurisdictions within one county	involves only one jurisdiction but may benefit others

#12 0	**10 points**	**5 points**	**5 points**
BONUS POINTS (attach supporting documentation)	Complete ban of the use and expansion of the use by formal action of fed/state/local regulatory agency or court	partial ban of the use or prohibition of expansion without correction	Jobs created or retained as a result of the proposed project activity

#13 0	
	COUNTY PRIORITY (for District Use only) Each County can award up to a total of **10 point**s for ALL projects

Ohio Public WorksWise Portal

A/P-SYS-046326

Instructions

Infrastructure Instructions

NOTES & TIPS:

- ***The buttons available just above these tips provide functionality to edit specific areas of the application, submit the application, remove the application, etc. When applicable, there are edit buttons corresponding to each section of the application ("Edit Project Financials", "Edit Project Information", "Edit Project Schedule", etc.). Using these buttons will make it easier to meet all of the requirements necessary to enter a complete application. If you do not see a particular function, it may be available under an arrow that may appear to the right of all of the buttons. Click the arrow to see which functions are available. If you do not see an appropriate function at all, it means that the function is not available, or not permitted for the current state of the application / project.***
- ***Before an application can be submitted, all required files must be uploaded. When applicable, files can be uploaded at the bottom of this page -- by clicking the "Add Files" button. Just above the files section, there is a list titled "Required Documentation". This list details each of the files that must be uploaded with the application.***
- ***All calculated fields (percentages, totals, etc.) will only be updated after saving any changes.***
- ***If information is not applicable to your application, and not required to be entered, just leave the field blank -- do not enter "N/A" or other similar values.***

PLEASE REFER TO TRAINING MATERIALS FOR MORE HELP SUBMITTING APPLICATION

District Specific Instructions

Information

Status	Not Submitted	**Application / Project ID**	APP-046327
Status Description	Has not yet been submitted for district review and scoring		

Project

Project Name	Oxford Roadway Improvements	**Project Type**	Road
Subdivision	City of Oxford	**Subdivision Code**	017-59234
County	Butler	**District Number**	10
Are Multiple Subdivisions Involved	No	**District**	District 10
Project Zip Code	45056	**SFN**	
		How Many Lane Miles?	5
		How Many Structures?	
		How Many Feet of Pipe?	

Project Financial Information - Project Estimated Costs

Estimated Engineering	$0		
Estimated Construction Administration	$0		
Estimated Total Engineering Services	$0	**Percentage Total Engineering Services**	0.0%
Estimated Right of Way	$0	**Total Engineering Services Exceeds 20%**	☐
Estimated Construction	$625,019		
Estimated Permits, Advertising, Etc	$0		
Estimated Construction Contingencies	$62,501	**Percentage Construction Contingencies**	10.0%
Total Estimated Costs	$687,520	**Construction Contingencies Exceeds 10%**	☐

Project Financial Resources - Local Resources

Local In-Kind or Force Account	$0		
Local Revenues	$357,520		
Public Revenue: ODOT / FHWA	$0	**Public Revenue: ODOT / FHWA Type**	
ODOT PID			
Public Revenue: OEPA / OWDA	$0		
Public Revenue: Other	$0		
Subtotal Local Resources	$357,520	**Public Revenue: Other Description**	
		Percentage Local Resources	52.0%

Project Financial Resources - OPWC Funds

Grant Request	$330,000	**Grant - Percentage of OPWC Funds**	100.0%
Loan Request	$0	**Loan - Percentage of OPWC Funds**	0.0%
Loan Term			
Loan Assistance Request	$0		
Subtotal OPWC Funds	$330,000	**Percentage OPWC Funds**	48.0%
Total Financial Resources	$687,520	**Percentage Total Financial Resources**	100.0%

New / Expansion

Portion of Project New / Expansion	$0	**Percentage Project New / Expansion**	0.0%

Project Schedule

Engineering / Design / RoW Begin Date	6/1/2026	**Engineering / Design / RoW End Date**	2/18/2027
Bid Advertisement and Award Begin Date	2/19/2027	**Bid Advertisement and Award End Date**	4/2/2027
Construction Begin Date	6/1/2027	**Construction End Date**	8/20/2027

NOTE: Construction Begin

Construction cannot begin prior to release of executed Project Agreement.

Project Information

NOTE: Useful Life

If the project contains multiple components, a single weighted useful life must be consolidated in this section.

The weighted useful life listed here must match the weighted useful life statement, that is signed and sealed by the project engineer, and uploaded to the project Files.

Project Useful Life	20	**Estimated Year of Last Improvement**	2002

User Information

Road or Bridge Current ADT		**Road or Bridge ADT Year Taken**	

NOTE: Water / Wastewater

Water / Wastewater based on monthly usage of 4,500 gallons per household; attach current ordinance.

Current Residential Water Rate	$0	**Residential Water - # Households**	
Current Residential Wastewater Rate	$0	**Residential Wastewater - # Households**	
Stormwater - # Households			

Project Descriptions

Specific Location	The project is located on multiple streets within the City of Oxford.
Identify The Problem	The roadway asphalt pavement on these streets has reached the end of it's useful life.
Project Scope	The project includes milling 1.5" to 4" of existing asphalt surface and replacing with new asphalt.
How will you promote this project?	The project will be advertised on the City of Oxford website.
Additional Notes from Applicant	
Project Notes	

Project Officials

NOTE: Project Officials

You must provide a valid email address for each project official, and each project official must have their own, distinct email address.

Additionally, the CEO and CFO must be different.

When entering the person's name, enter at least 3 characters, then press ENTER to search and choose from the picklist.

If any project official contact information needs updated, please contact your Program Representative.

Chief Executive Officer	Douglas Elliott
Chief Financial Officer	Heidi Ridenour
Project Manager	Scott Otto

Required Documentation

Required Document List	Authorizing Legislation CFO Certification Engineer's Estimate Map Weighted Useful Life Statement

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	9/29/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Authorizing The City Of Oxford To Enter Into A Contract With White Buffalo, Inc. For Professional Deer Population Control Services. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	A Sustainable Oxford
BUDGETED AMOUNT:	$49,984.00
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
At the January 2025 City Council retreat, councilors tasked staff with researching how to manage our local deer population.

We contracted with a senior Miami University capstone class to investigate the scope of the issue in Oxford and to research best practices. Staff members also conducted extensive research and attended training on this topic throughout 2025. We held a Council Discussion on this research and recommendations at the August 5, 2025, Council Meeting.

City staff recommends entering into a contract with White Buffalo, Inc., a nationally recognized organization specializing in urban and suburban deer management. White Buffalo, Inc. has extensive experience in conducting professional, science-based deer control programs.

Because natural predators are absent from the area, deer herds have expanded beyond what the local ecosystem can sustain in the Oxford community. This overpopulation may cause several issues:

- Overgrazing and a negative impact on biodiversity
- Vehicle-Deer crashes

- Possible increase in tick-borne disease

To determine the scope and scale of this population issue, the City of Oxford will be conducting a deer population survey in November 2025. Based on the results of this survey, we will determine the number of deer per square mile that is appropriate for our region and establish the number that should be culled to obtain a healthy ecosystem.

This deer population control program will only be allowed with a special permit from the ODNR Division of Wildlife and the creation of a deer management plan. White Buffalo will assist with the permit process, and our staff members are currently developing a deer management plan. ODNR requires that, before allowing for a professional population control program, the community have a local deer management program as well.

In conjunction with this proposed population control program with White Buffalo, the city has made several improvements to our local deer management program:

- We've made it easier for hunters to sign up online.
- We've decreased hunting acreage requirements from 5 acres to 3 acres.
- Hunters may now keep the deer they hunt, rather than making a required donation to a food pantry.
- Hunters must harvest an antlerless deer before an antlered deer.
- We will rotate more hunters through the program than in the past.

Despite the improvements in our local deer management program, we believe that it is time to implement a professional population control program as well. The use of trained professionals employing culling techniques, outside permitted recreational hunting methods, can reduce local deer populations to levels lower than those achieved historically by recreational hunters in challenging suburban environments.

This contract with White Buffalo will be for up to 100 deer to be harvested; however, the final goal number may be less, depending on the survey results. We are bringing the contract forward now to allow for scheduling for January-February 2026.

White Buffalo are professional biologists who will cull the deer following the American Veterinary Medical Association’s stringent guidelines for humane euthanasia of animals. The safety of residents will be the top priority, and their team will visit Oxford this fall to select locations and determine where hunting will take place. They have implemented their program throughout the U.S. over the past two decades without a public safety incident.

The cost for this program is up to $49,984. This includes a pre-site visit, followed by culling up to 100 deer by trained professionals.

Additional city costs for this program include an estimated $140 processing fee per harvested deer donated to a local food pantry. City staff intend to work with interested residents to arrange for the pickup of a harvested deer, who will cover the processing costs themselves, as well as to seek grants to cover processing costs for food donated to TOPSS.

Residents interested in participating in the program can volunteer their land and learn more about it on the city's deer management page.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY OF OXFORD TO ENTER INTO A CONTRACT WITH WHITE BUFFALO, INC. FOR PROFESSIONAL DEER POPULATION CONTROL SERVICES.

WHEREAS, the City of Oxford recognizes the importance of maintaining a balanced ecosystem within its natural areas; and

WHEREAS, due to the absence of natural predators in the region, the local white-tailed deer population has grown beyond sustainable levels; and

WHEREAS, deer overpopulation has resulted in significant ecological harm, including the overbrowsing of vegetation, degradation of forest regeneration, and disruption of natural habitats; and

WHEREAS, the overpopulation of deer leads to deer–vehicle collisions, creating public safety concerns for residents and visitors; and

WHEREAS, a growing deer population may contribute to an increased risk of tick-borne diseases, including Lyme disease, impacting the health of the community; and

WHEREAS, the City of Oxford seeks to employ humane and science-based methods of deer management to reduce the herd to an ecologically appropriate and sustainable size; and

WHEREAS, White Buffalo, Inc. has demonstrated professional expertise in urban and suburban deer management and employs humane techniques of population control, including euthanization, in accordance with accepted wildlife management practices.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO:

SECTION 1: The City Manager is hereby authorized to enter into a contract with White Buffalo, Inc. for the purpose of providing professional deer population control services.

SECTION 2: The primary goal of this program shall be to humanely euthanize deer to reduce the population to a sustainable level, restore ecological balance, and protect public health and safety.

SECTION 3: The City affirms its commitment to ongoing monitoring of the deer population and ecosystem health to evaluate the effectiveness of the program and guide future wildlife management decisions.

SECTION 4: This Resolution shall take effect and be in full force from and after its passage.

_____

MAYOR

ADOPTED:

ATTEST:

_____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

PREPARED BY: LAW (STAFF)

WILDLIFE MANAGEMENT SERVICE AGREEMENT

This WILDLIFE MANAGEMENT SERVICE AGREEMENT (the "Agreement"), made as of this ____ day of _____ 2025, is entered into by the City of Oxford (“City”), whose mailing address is 15 South College Avenue, Oxford, OH 45056 and White Buffalo Inc., (the "Provider"), a Connecticut nonprofit corporation with its principal place of business at 6B Kings Hwy, Chester, Connecticut 06412.

INTRODUCTION

WHEREAS, City has requested deer sharpshooting services within the municipal boundaries of City; and,

WHEREAS, the Provider is experienced in and engaged in the business of providing wildlife management services, including, without limitation, deer population estimates, deer sharpshooting, capture, handling, and collaring services; and,

WHEREAS, City desires to retain the sharpshooting services of the Provider and the Provider desires to perform certain wildlife management services for City.

WHEREAS, City is authorized to execute the attached agreement listed in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Services of the Provider.

a) The Provider agrees to perform the services for City with authorization from the Ohio Department of Natural Resources (“ODNR”) as set forth in Exhibit A attached hereto and completely incorporated as part of this Agreement as if fully set forth herein.

b) The services and projects described in Exhibit A are hereafter referred to as the "Designated Services". The Provider will provide Jason Boulanger, Ph.D. to supervise the provision of Designated Services. The Provider shall be solely responsible for ensuring the full and proper completion of the Designated Services and shall devote the necessary time and attention to reasonably ensure the performance of the Designated Services in a professional and competent manner.

c) The Provider represents that it is a corporation duly organized and existing in good standing under the laws of the State of Connecticut and is authorized to do business in the State of Ohio. The Provider further represents that it, and its employees and agents performing Designated Services, are duly licensed, certified, and/or registered as may be necessary to provide such Designated Services to the City. The Provider covenants and represents that all Designated Services will be performed in full compliance with any and all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances, including without limitation any and all requirements of ODNR.

2. Term. This Agreement shall commence upon the effective date of this agreement and expire on April 24, 2026.

3. Compensation. In consideration of the performance by the Provider of Designated Services, City shall pay to the Provider the Project Fees set forth in Exhibit B. The payment of any other expenses must first be approved in writing by City. Within 30 days of receiving an invoice detailing the hours spent and expenses, payment shall be made to the Provider.

4. Termination.

a) The Provider shall have the right, without prejudice to any other right or remedy it may have, to terminate any or all of its Designated Services if:

(1) the provision of the Designated Services as set forth in Exhibit A is disrupted to the extent it makes it impossible or impractical to perform the Designated Services;

(2) the Provider believes that the Designated Services cannot be performed safely; or

(3) The City fails to provide the assistance to the Provider as defined in Exhibit A. Upon such termination by the Provider, the Provider shall be entitled to the termination fee as set forth in Exhibit B.

b) The City shall have the right, without prejudice to any other right or remedies it may have, to terminate this Agreement with respect to all or any Designated Services at any time; provided that the Provider shall be paid for all unpaid Designated Services performed as of such termination date and provided further that the City shall be entitled to a refund of any fees paid in advance which are unearned as of such termination date.

5. Independent Contractor Status.

a) The Provider shall perform all services under this Agreement as an "independent contractor" of City.

b) The Provider shall have the right to employ any person or persons to perform the services under this Agreement or to otherwise assist the Provider, and all such persons shall be trained and paid by the Provider. The Provider shall carry all insurance with respect to its employees and agents as may be required by applicable law including without limitation workers' compensation insurance and shall pay and withhold all required federal, state and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable by reason of the Provider's employment of such employees.

c) City agrees that the Provider, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of the Designated Services as necessary to fulfill and comply with the requirements set forth in this Agreement.

d) The parties agree that City will not provide the Provider, its principals, agents, or employees any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, 401(k), unemployment, workers' compensation, disability, medical insurance, life insurance or pension benefits, that City might provide to employees of City. Unless otherwise required by law, City does not intend and shall have no obligation to the Provider to withhold any sums due the Provider for, and the Provider retains all obligations and liability relating to the payment of the Provider's federal, state and local income employment taxes, and the Provider shall hold City harmless from any failure on the Provider's part to meet its obligations pursuant to this Section 5.

e) The Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, City or to bind City in any manner.

f) The Provider agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

(1) To discharge or refuse to hire any individual because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

(2) To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

6. Insurance.

a) The Provider shall procure and maintain for the duration of this Agreement, at its expense, insurance against claims for injury to persons and damage to property which may arise from or in connection with the Designated Services undertaken by the Provider pursuant to this Agreement.

Coverage shall be in the following form and amounts:

- General Liability: Coverage in the amount of $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: Coverage in the amount of $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Such insurance shall require that City be notified at least 10 days in advance of the cancellation thereof.

b) The Provider shall furnish City with a certificate or certificates of insurance naming City as an additional insured and evidencing the coverage required prior to commencing any Designated Services and from time to time as may be reasonably requested by City. If the Provider fails to obtain the insurance listed in Paragraph 6(a) above, City shall have the right to terminate this Agreement.

c) All the insurance policies provided by the Provider will include the requirement that the insurance company deliver to City at least thirty (30) days written notice in the event that the policy is to be terminated for any reason.

7. Indemnification.

a) The Provider agrees to indemnify, defend, and save the City and its officers, employees, and agents forever harmless from and against, and to promptly make payment for any

and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorney fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by the City as a result of the Provider's performance of the Designated Services described herein, except for those sustained or incurred based on allegations that the Designated Services provided herein are unauthorized or illegal.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

b) To the extent permitted by law, the City agrees to indemnify, defend, and save the Provider and its directors, officers, employees, owners, agents and affiliates and their successors and assigns or heirs and personal representatives forever harmless from and against, and to promptly make payment for any and all claims, suits, actions, losses damages and liabilities (including, without limitation, court costs, judgments, and reasonable attorneys fees) on account of :

i. any claim by a third party for bodily injury or property damage against the Provider to the extent caused by the negligent act or omission, or willful misconduct of the City in connection with the performance of the City's obligations under this Agreement; and/or,

ii. allegations that the City lacks legal authority to enter into the Agreement or to otherwise authorize the Designated Services; and, or,

iii. any claim or suit filed by a third party related to the Provider's performance of the Designated Services, excepting therefrom claims of bodily injury or property damage against the Provider caused by the negligent act or omission, or willful misconduct of the Provider in connection with the performance of the Provider's obligations under this Agreement.

Any amounts due and owing from the City for any losses pursuant to this indemnification provision shall be offset on a dollar-for-dollar basis by any amount recovered in respect of such losses pursuant to the Policy called for in Section 6 (insurance coverage section) of this Agreement. The obligations of each party under the foregoing indemnification provisions shall survive the termination of the Agreement.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to City:	Douglas R. Elliott, Jr. City Manager City of Oxford 15 South College Avenue Oxford, OH 45056
If to Provider:	Dr. Jason Boulanger White Buffalo Inc. 6B Kings Hwy Chester, CT 06412
With a copy to:	Dr. Anthony DeNicola White Buffalo Inc. 26 Davison Road

9. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of noun and pronouns shall include plural and vice versa.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both City and the Provider.

12. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Ohio.

13. Venue. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the federal and state courts located in Oxford, Ohio.

14. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly, the party against whom judgment is made agrees to pay reasonable attorney's fees incurred in such proceeding, as well as costs and disbursements as ordered by a court of competent jurisdiction.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representatives. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

16. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed or constructed as creating or granting any benefits or rights to third parties or as an admission of liability by either City or the Provider. Furthermore, nothing in this Agreement shall be constructed as a waiver of any of City's immunities or defenses under state or federal law.

17. Miscellaneous.

a) No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term or provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

b) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WHITE BUFFALO, INC.

By: _____

Dr. Jason Boulanger

Title: Head of Grants and Research

Date: _____

CITY OF Oxford

By: _____

Douglas R. Elliott, Jr.

Title: City Manager

Date: _____

ATTEST

_____

Date: _____

Exhibit A

1) **Project.** Pursuant to the terms and conditions of the Wildlife Management Service Agreement by and between the City and the Provider, the Provider agrees to perform the following services for the City:

    1. Cull up to 100 deer.

    2. All Provider personnel working in the City, including but not limited to field technicians and sharpshooters, must carry with them at all times the permit issued by ODNR.

    3. Both the City and the Provider must maintain regular contact with ODNR staff throughout implementation of all aspects of the project.

    4. The Provider must notify the City on each day that sharpshooting activities will occur.

    5. Sites selected for shooting will be based on safety concerns and deer activity. Four (4) hours prior to sharpshooting activities, the Provider must notify each consenting property owner or tenant of the sharpshooting location.

    6. Properties where sharpshooting activities are to occur must be open to inspection by appropriate ODNR personnel at any reasonable time.

    7. The age class and sex of each deer culled must be recorded by the Provider. Age is determined by evaluation of dental characteristics of the lower jaw.

    8. A final report detailing the results of the sharpshooting effort must be provided to the City and ODNR by April 15, 2026, and must include number of deer, age class and sex of

the deer culled. In addition, the Provider shall keep and make available to the City such data and records regarding the performance and the Designated Services as requested by the City, including and not limited to, number of hours of sharpshooting activities, total man hours of effort, and culled deer locations.

9. Deer that are to be culled by means of sharpshooting are to be taken only by those means and within the dates as approved by ODNR for the City.

10. Shooting may be done with the aid of bait.

11. Shooting may occur during daylight or at night and the Provider may use artificial light and night-vision equipment. It shall be up to the Provider to provide any lighting or other equipment it wishes to use.

12. The Provider shall provide the personnel and vehicles necessary for the transport of the carcasses to a designated location for either processing or pick up by interested parties.

13. The City hereby covenants that it will obtain all necessary approval from the ODNR for the performance of the Designated Services set forth in this Agreement prior to the commencement of management activities.

2) **Compensation.** The fees for the Project ("Project Fees") shall be as follows:

1. PRE-IMPLEMENTATION PHASE (includes site visit, attainment of access to private properties with assistance from municipal personnel, bait site selection, bait site preparation, and pre-baiting): $140.00 per hour for the Project Manager/Wildlife Biologist, plus expenses described in the proposal.

2. IMPLEMENTATION PHASE (includes culling, data collection as requested, and final report): $140.00 per hour for the Project Manager/Wildlife Biologist and $120.00 per hour for each Wildlife Biologist performing such services, plus expenses as described in the proposal.

3. Notwithstanding the above, the total amount of compensation paid to Provider shall not exceed $49,984.00 regardless of the number of deer euthanized. The total compensation is separate and distinct from the number of deer culled. Payments received after 30 days from the invoice date will be subject to a 1.5% interest charge per month on the outstanding balance.

3) **Termination Fee.** In the event the Provider terminates the Agreement pursuant to Paragraph 4 of the Agreement, the Provider shall be compensated for work completed and all expenses incurred up until the date of termination.

4) **Cost of Delay.** In the event that Provider's ability to cull deer after arriving in Ohio is disrupted continuously for more than twenty-four (24) hours such that the Designated Services cannot be reasonably and safely performed, and that such a delay is caused by and directly attributable to an action taken by a third-party opposed to the Designated Services (a "Disrupted Day"), it is hereby agreed that, subject to the City's right to terminate this Agreement pursuant to Paragraph 4 of this Agreement, the Provider, with the approval of the City, may perform the Designated Services that would have been performed on the Disrupted Day on another, additional day upon which no other Designated Services are scheduled to be performed pursuant to the Agreement (the "Additional Day"). For each Additional Day, the City shall pay the Provider $1,500.00/day, up to a maximum of $6,000.00.

5) **Project Scope.** The goal of the Project is to reduce deer density. The obligations of this Agreement, however, including but not limited to payment of the Project Fees, are separate and distinct from this goal and the parties agree to perform all of their obligations regardless of the number of white-tailed deer finally harvested by the Completion Date of the Project.

Agreed to by:
WHITE BUFFALO, INC.

By: _____
Dr. Jason Boulanger, Head of Grants and Research
Date:

Agreed to by:
City of Oxford, Ohio

By:_____
Douglas R. Elliott, Jr.
City Manager
Date:

ATTEST:

_____
Date:

White Buffalo Contract Costs

Pre visit: Site Selection and staff training	$	9,960.00
Culling program-100 deer ($400.24 per deer)	$	40,024.00
White Buffalo Contract	**$**	**49,984.00**
City Costs		
Processing Deer ($140 each)		$14,000
Total	**$**	**63,984.00**

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	10/1/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Sign And Enter Into The Development Agreement Outlining The Proposed Development To Be Constructed By Inclusive Housing Resources At 5234 Hester Rd. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Jessica Greene

DISCUSSION:
The 2023 Oxford Comprehensive Plan has a goal of Housing for Everyone and an objective to ensure housing affordability and attainability for all income levels. To assist with this goal the city used American Rescue Act funds to purchase 5234 Hester Rd. for the purpose of affordable housing development.

In January 10, 2025, the Housing Advisory Commission published a request for proposals for affordable housing development for the Hester Rd. property and received four proposals. After review and scoring, the Housing Advisory Commission made the recommendation to advance the proposal submitted by Inclusive Housing Resources and Empower Me Living. Council accepted this recommendation on May 6, 2025 in Resolution 7711.

During the creation of the Development Agreement, it became apparent that we needed a lead developer. Following discussions between Inclusive Housing Resources and Empower Me Living entities, Inclusive Housing Resources was designated as the primary partner due to their past development experience. Both partners will continue to be involved in the project. However, for the legal purposes of the development agreement, Inclusive Housing Resources will be the primary point of

contact.

The development agreement is outlined in Exhibit A, and the proposed development is outlined in Exhibit B. If this is approved, we will proceed with the option to purchase the land at 5234 Hester Rd., as outlined in Resolution 7732, and they will invest in initiating the planned development process with the city of Oxford. Their final planned development will come to Council for approval.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND ENTER INTO THE DEVELOPMENT AGREEMENT OUTLINING THE PROPOSED DEVELOPMENT TO BE CONSTRUCTED BY INCLUSIVE HOUSING RESOURCES AT 5234 HESTER RD.

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

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

WHEREAS, the 2023 Oxford Comprehensive Plan has a goal of Housing for Everyone and an objective to ensure housing affordability and attainability for all income levels; and

WHEREAS, The City used American Rescue Act funds to purchase 5234 Hester Rd. for the purpose of affordable housing development; and

WHEREAS, on January 10, 2025, the Housing Advisory Commission published a request for proposals for affordable housing development for the Hester Rd. property; and

WHEREAS, on May 6, 2025, the Housing Advisory Commission made the recommendation to advance the proposal submitted by Inclusive Housing Resources and Empower Me Living in response to the Request for Proposal for the Hester Rd. property; and

WHEREAS, on May 6, 2025, the City Council accepted the recommendation of the Housing Advisory Commission to partner with Inclusive Housing Resources and Empower Me Living to construct up to 16 units of housing to serve residents at or below 80% of the Area Median Income; and

WHEREAS, during the creation of the Development Agreement, it was recommended to have a lead developer, and Inclusive Housing Resources was designated as the primary partner based upon their development experience; and

WHEREAS, the development agreement is outlined in Exhibit A; and the proposed development is outlined in Exhibit B; and

WHEREAS, the City Manager recommends that Council authorize the City Manager to enter into a development agreement outlining the proposed development to be constructed by Inclusive Housing Resources at 5234 Hester Rd.

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

SECTION 1: Council hereby authorizes the City Manager to sign and enter into Exhibit A: Development Agreement in the same or substantially similar form for the housing development to be constructed by Inclusive Housing Resources at 5234 Hester Rd.

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)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of October _7_, 2025 (the "Effective Date"), by and among the **CITY OF OXFORD, OHIO**, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its duly adopted Charter and Codified Ordinances (the "City"), whose address is 15 South College Avenue, Oxford, Ohio 45056 and **INCLUSIVE HOUSING RESOURCES**, an Ohio nonprofit corporation ("IHR"), whose address is 2740 Mack Road, Fairfield, Ohio 45014 (each, a "Party," and collectively, the "Parties"), upon the following terms and conditions:

RECITALS

WHEREAS, the City is the record owner of certain vacant real property located within the municipal boundaries of the City, as more particularly described in **Exhibit A** attached hereto and incorporated herein (each such parcel, as now or hereafter configured, a "Parcel," and collectively, the "Property"); and

WHEREAS, on or about June 20, 2025, the City and EmpowerMe Living LLC, an Ohio limited liability company ("EML") entered into an Option Agreement, and subsequently assigned the Option Agreement to IHR. IHR subsequently signed a Real Estate Purchase Agreement dated _June 17_____, 2025 (the "Purchase Agreement"), pursuant to which the City agreed to sell, and IHR agreed to purchase, the Property; and

WHEREAS, the transaction contemplated in the Purchase Agreement is contingent upon, among other conditions, the Parties entering into this Agreement to govern the development and use of the Property; and

WHEREAS, IHR, in conjunction with EML, proposes to develop the Property into a micro-home community consisting of approximately sixteen (16) detached dwelling units, each ranging in size from approximately 400 square feet to 800 square feet (each, a "Unit," and collectively, the "Units"), together with all related infrastructure, amenities, and Improvements (as defined below), all as generally depicted in the Development Plan attached hereto as **Exhibit B** and incorporated herein (collectively, the "Project"), with the final form of the Development Plan subject to approval by the City in accordance with the terms herein; and

WHEREAS, not fewer than four (4) Units shall be prioritized as affordable housing for adults with intellectual and developmental disabilities, and all Units shall be subject to the Affordability Requirements (defined below) described in this Agreement; and

WHEREAS, the City desires to ensure the proper construction and installation of all drives, sidewalks, walls, storm and sanitary sewers, landscaping, ornamental features not located on any building, terraces, and similar elements (collectively, the "Improvements") in connection with the Project and as depicted on **Exhibit C** attached hereto and incorporated herein; and

WHEREAS the City, pursuant to its Charter and applicable laws of the State of Ohio, including without limitation Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, has determined that the Project will promote economic development, activate an important parcel within the City, support job creation and retention, and otherwise further the objectives set forth in the City's Comprehensive Plan; and

WHEREAS, in furtherance of those public purposes, the City desires to enter into this Agreement in support of the EML's and IHR's investment in the Project.

NOW THEREFORE**,** in consideration of the mutual promises, warranties, representations, agreements, and undertakings in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL AGREEMENT AND TERM

1.01. General Agreement Among Parties. As set forth in the Recitals (which are hereby incorporated into and made a part of this Agreement), the Parties agree to cooperate in good faith to design, finance, construct, and manage the Project in accordance with the terms and conditions of this Agreement.

1.02. Term of Agreement. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the date on which all of IHR's obligations under this Agreement have been fully satisfied following completion of the Project, unless sooner terminated in accordance with the provisions of this Agreement.

ARTICLE II
AGREEMENT TO CONSTRUCT

2.01. Construction of Project and Improvements. Subject to the terms and conditions of this Agreement, IHR shall, at its sole cost and expense, cause the Project to be constructed, including all Improvements, in accordance with the final Development Plan as approved, together with all construction documents approved by the City Engineer (collectively, the "Construction Documents"). IHR shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing the construction of the Project and the Improvements (collectively, "Applicable Laws"). IHR shall obtain, prior to commencement of any construction, all required zoning approvals, design and building permits, and any other necessary authorizations from the City and other regulatory authorities with jurisdiction (collectively, "Applicable Approvals"). The City shall not unreasonably withhold, condition, or delay its approval of the Development Plan if said Development Plan would provide for the development and construction of the Project in compliance with Applicable Laws, would reasonably be expected to obtain the Applicable Approvals, and is otherwise consistent with the requirements of this Agreement.

2.02. Quality of Work. All construction, installation, or repair work related to the Project or the Improvements shall be completed in a good and workmanlike manner, free from faults and defects, and in full compliance with Applicable Laws, subject to IHR's right to contest or appeal any such requirement.

2.03. Timeline For Construction of Project and Improvements. IHR shall complete construction of the Project, including all Improvements, no later than three (3) years from the later of (a) the date of final approval of the Development Plan by the City, or (b) the date of issuance of all permits required for construction (the "Completion Deadline"). IHR shall have the right to extend the Completion Deadline for up to three (3) successive periods of twelve (12) months each (each, an "Extension Period") upon written notice to the City delivered at least sixty (60) days prior to the then-current Completion Deadline; provided, however, that in no event shall the Completion Deadline, as extended, exceed six (6) years from the later of (a) or (b) above.

2.04. Project Revisions. IHR shall not materially modify the final approved Development Plan or the scope of the Improvements, whether through change orders or otherwise, without the prior written approval of the City, such consent not to be unreasonably withheld, conditioned, or delayed if (i) the proposed modification complies with Applicable Laws, (ii) the proposed modification would not trigger and additional Applicable Approval; and (iii) the proposed modification does not materially modify the obligations of IHR under this Agreement, including, without limitation, the obligation to construct not less

than sixteen (16) Units and all associated Improvements in accordance with the final approved Development Plan.

2.05. **Permits**. All permits required from the City for the construction of the Project and the Improvements shall be processed and, if appropriate, issued by the City in the ordinary course upon written request by IHR, subject to: (i) payment of all applicable permit and review fees, (ii) approval of all Construction Documents, and (iii) compliance with all other Applicable Laws. The City shall not unreasonably delay the issuance of Applicable Approvals from the City if the foregoing requirements (i) through (iii) have been met. Notwithstanding anything to the contrary contained in this Agreement, the City shall have no liability to IHR, or any third party, for the denial, withholding, conditioning, or failure to process or approve any permit or approval in its ordinary course, and nothing herein shall be construed to limit, waive, or impair the City's governmental and police powers.

2.06. **Project Surety**. Before any construction activity begins, the Developer shall deliver to the City, in a form and from a surety reasonably acceptable to the City, a site improvement bond (or equivalent irrevocable letter of credit) that secures full and timely completion of the Project and names the City as a named beneficiary subject to any requirements under the City of Oxford Codified Ordinances. The bond must remain in force until a final certificate of occupancy is issued for the first unit that is built. If the Developer defaults under this Agreement and fails to cure within the applicable cure period, the City may unilaterally draw on the bond in whole or in part and apply the proceeds as it deems necessary, including, without limitation, demolishing incomplete Improvements, remediating environmental conditions, securing or stabilizing the site, correcting code violations, or otherwise mitigating damages arising from the default.

2.07. **Inspection of Work**. During construction of the Project, the City, in accordance with normal and customary City inspection procedures, shall have the right to inspect the Project. Developer shall, upon reasonable request of the City, make construction progress reports available to the City or its inspector for their review.

2.08. **Employment and Workers Safety Laws**. During the development of the Project, IHR shall comply with all Applicable Laws related to such development including, without limitation, labor, workers' compensation, Social Security, and occupational safety laws and regulations, including those administered by the Ohio Bureau of Workers' Compensation and the Occupational Safety and Health Administration (OSHA).

2.9. **Environmental Requirements**. IHR agrees to construct each Unit to achieve a Home Energy Rating System (HERS) Index score of 60 or lower. The Project shall utilize electric-only utilities, with no natural gas installations. IHR further agrees to evaluate the feasibility and cost implications of achieving a lower HERS score and shall meet with the City to determine whether enhanced energy-efficiency measures are viable and mutually agreeable.

ARTICLE III
DEVELOPMENT CONDITIONS

3.01. **Project Status Updates**. IHR will promptly notify the City of the commencement and completion of the construction on the Project, and upon reasonable request, no more than two (2) times per year, IHR will provide the City with documentation reasonably requested by the City to establish the progress of the Project. If the City has not received the requested information, the City will have the option,

but will not be obligated to, enter the Property and inspect the Property and IHR's records relating to the Project to determine the status of construction of the Project.

3.02. **Press Releases.** The IHR shall not issue press releases or other public announcements that reference the City's involvement in the Project without the prior written approval of the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed, and who will respond to any request for approval within ten (10) business days after receipt of the same. The City's failure to respond to a request to issue a press release or other public announcements related to the Project within the foregoing ten (10) business day period shall be deemed an approval by the City of such request. The City will not issue shall not issue press releases or other public announcements regarding the Project without the prior written approval of IHR, which approval shall not be unreasonably withheld, conditioned, or delayed. IHR will respond to any request for approval for the City within ten (10) business days after receipt of the same. The refusal by IHR to respond with the foregoing ten (10) business day period shall be deemed an approval by IHR of such request.

3.03. Litigation Notice.

(a) *IHR Notice*. IHR shall give the City prompt notice of any action, suit or proceeding by or against IHR at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which IHR has notice, and which, if adversely determined, would materially impair the right or ability of IHR to carry on the business activities of IHR or the right or ability to operate the Project or would materially and adversely affect IHR's ability to perform its respective obligations hereunder.

(b) *City Notice*. The City shall give IHR prompt notice of any action, suit or proceeding by or against the City at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the City has notice, and which, if adversely determined, would materially impair the right or ability of the City to carry on the business activities of the City or would materially and adversely affect its ability to perform its obligations hereunder.

3.04. Community Engagement. IHR acknowledges that community engagement is an important component of the Project. IHR shall reasonably cooperate with the City in the City's efforts to solicit feedback from local residents, businesses, and community stakeholders. Upon reasonable advance notice, IHR shall make commercially reasonable efforts to have its representatives available to participate in public forums, briefings, or City Council meetings at mutually agreed times. IHR shall give good-faith consideration to community input received through such engagement, it being understood that ultimate decisions regarding the Project shall remain with IHR, subject to Applicable Laws and this Agreement.

3.05. Legal and Administrative Costs. Developer agrees to reimburse the City for its legal fees and administrative costs incurred in connection with the drafting, negotiation, review, and approval of this Agreement, in an amount not to exceed Five Thousand Dollars ($5,000.00). The City shall submit reasonable supporting documentation for such costs, and Developer shall remit full payment within thirty (30) days of receipt.

ARTICLE IV
MANAGEMENT AND RESTRICTIONS

4.01. Homeowner's Association; Deed Restrictions. The Project shall be subject to recorded homeowner association governing documents, including declarations, bylaws, and any related covenants or restrictions (collectively, the "Planned Community Documents"), which shall be submitted to the City for review and approval for consistency with this Agreement prior to recordation. The Planned Community

Documents shall provide for the creation of a mandatory homeowners' association (the "Association") responsible for the governance, management, maintenance, and enforcement of rules applicable to the Project. Developer. To the extent permitted by law and the Planned Community Documents, IHR will act as the Association's manager during the Economic Restrictive Period, as defined herein. The purchasers of the Units will own their own individual Unit and have the right to sell the Unit subject to certain restrictive covenants agreed upon by City and IHR ("Deed Restrictions") to ensure the Affordability Requirements, as defined herein, are being met for the duration of the Economic Restrictive Period. The Planned Community Documents shall include, without limitation, a requirement that prior to the sale of any Unit, the Association (acting through its manager, initially IHR) shall review the proposed sale for compliance with the Affordability Requirements and shall provide written confirmation of such compliance to the City's chief executive officer for informational purposes only. IHR (except in its capacity as manager of the Association) shall not have any liability under this Agreement other than ensuring that the Deed Restrictions are incorporated into the deed of each Unit upon the initial sale and recordation. In the event the Association is dissolved prior to the end of the Economic Restrictive Period, as defined herein, the successor in interest to the Association, or if there is no successor in interest to the Association, an entity, organization, or governmental agency appointed by the City, shall be responsible for enforcing the Affordability Requirements.

4.02. **Affordability Requirements**. Prior to the initial sale of each Unit, IHR, shall administer the marketing, qualification, and selection of purchasers for all Units, in strict compliance with the affordability standards set forth in this Section 4.02. All eligibility determinations shall be made based on objective, uniform criteria developed and implemented in accordance with applicable state and federal laws. Such data shall be made available to the City upon written request, provided that all collection, maintenance, and disclosure of such information shall comply with all applicable federal and state laws. IHR shall ensure that each Unit is initially sold as affordable housing for households earning no more than eighty percent (80%) of the Area Median Income (AMI), as published annually by the U.S. Department of Housing and Urban Development and adjusted for household size. The Affordability Requirements shall remain in effect for a period of twenty (20) years (the "Economic Restrictive Period") following the initial sale of each Unit by to an eligible end-user (collectively, the "Affordability Requirements"). The Affordability Requirements shall be incorporated into: (i) the Planned Community Documents governing the Association; and (ii) the Deed Restrictions for each Unit, in a form approved by the City, recorded in the real property records of Butler County, Ohio. These restrictions shall state that they run with the land and shall be binding on all successors and assigns, irrespective of the sale, conveyance, or other transfer of the Property or any Unit, and irrespective of the termination, satisfaction, release, or other discharge of any mortgage or lien upon the Property or any Unit.

4.03. **Set-Aside For Adults With Intellectual And Developmental Disabilities.** Not fewer than four (4) Units shall be prioritized for affordable housing for adults with intellectual and developmental disabilities (the "IDD Units"). The IDD Units shall be subject to the Affordability Requirements set forth in Section 4.02 and all other applicable provisions of this Agreement. IHR shall ensure that the IDD Units are prioritized for, and marketed to, eligible individuals or households with intellectual and developmental disabilities, in coordination with IHR and other applicable service providers. Nothing in this Section shall be construed to exempt any Unit from the Affordability Requirements.

4.04. **Compliance and Screening Responsibilities.** IHR shall ensure that all candidates for the initial purchase of any Unit are properly screened for their eligibility under the Affordability Requirements and, if applicable, for qualification as an occupant of an IDD Unit. The screening process shall be in accordance with Applicable Laws, including, without limitation, applicable fair housing and equal opportunity laws, including without limitation the Fair Housing Act, the Americans with Disabilities Act, and any related state or local laws or regulations. In addition to determining eligibility for affordability and IDD status, Prior to the initial sale of any Unit, IHR shall provide educational materials as part of its

screening, and shall reasonably coordinate with applicants to ensure that all prospective residents of the Project understand the ongoing financial responsibilities associated with homeownership in the Project. To the extent legally permissible, IHR shall confirm, prior to any initial sale of a Unit, that the prospective purchaser has secured mortgage financing or other payment arrangements that are appropriate and sustainable for the individual's income level and earning capacity.

4.05. Reversionary Interest. IHR acknowledges and agrees that the obligations set forth in this Article IV are material inducements to the City's agreement to convey the Property and are essential to fulfilling the public purposes of the Project. Accordingly, the deed conveying the Property from the City to IHR shall include a right of reverter in favor of the City (the "Reversionary Interest"), which shall be exercisable **only** during such time as IHR retains title to any portion of the Property, and only with respect to the portion then owned by such party. The City may, in its sole discretion, exercise the Reversionary Interest upon the occurrence of any of the following: (a) IHR fails to timely complete the Project in accordance with the Development Plan and the Completion Deadline (as may be extended by this Agreement) and such failure is not cured by IHR as set forth in Section 7.03; (b) IHR fails to record the Planned Community Documents; or (c) IHR defaults under this Agreement and fails to cure such default within the applicable cure period. In addition to the Reversionary Interest, the City shall have the right to pursue any and all remedies available at law or in equity for any breach of this Agreement, including, without limitation: (i) specific performance; (ii) injunctive relief (temporary, preliminary, or permanent); (iii) monetary damages; (iv) equitable liens; (v) disgorgement of unjust enrichment; (vi) appointment of a receiver; or (vii) an action to quiet title. The Reversionary Interest is not an exclusive remedy and may be exercised independently or in conjunction with other remedies. The City shall have sole discretion to determine which remedies to pursue. Notwithstanding anything to the contrary contained in this Agreement, the maximum liability of IHR for any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to this Agreement, whether based in contract, tort (including negligence), strict liability, or any other legal or equitable theory, shall not exceed the insurance coverage limits and amounts set forth in Section 5.01 of this Agreement. In the event that applicable insurance is not available or not paid as a result of or in connection with IHR's direct or indirect actions, IHR's maximum liability shall be limited to Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00). This limitation applies to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. IHR agrees to execute any additional documents reasonably required by the City to evidence or effectuate the Reversionary Interest or other enforcement rights described in this Section, including memoranda, corrective deeds, declarations, or recordable instruments.

ARTICLE V
INSURANCE AND INDEMNITY

5.01. Insurance During Construction. Until such time as all construction has been completed, IHR or its general contractor shall maintain the following insurance: (i) Commercial General Liability insurance of at least $1,000,000.00 per occurrence, combined single limit/$2,000,000.00 aggregate (through a combination of primary and excess/umbrella coverage), naming the City as an additional insured and providing that IHR or its general contractor's policy is primary and any City policy is secondary and non-contributing, (ii) customary builder's risk insurance in the amount of 100% of the value of the Project, and (iii) worker's compensation insurance in such amount as required by law.. EML shall also require any major subcontractors working on the Project Site to maintain (x) Commercial General Liability insurance of at least $1,000,000.00 per occurrence, combined single limit/$2,000,000.00 aggregate, including coverage for sudden and accidental pollution, naming the City as additional insured and providing that the contractor's or subcontractor's policy is primary and any City policy is secondary and non-contributing, and (y) worker's compensation insurance in such amount as required by law. All insurance policies (excluding worker's compensation insurance) shall be written in standard form by companies of recognized

responsibility and credit that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better

5.02. **General Indemnity.** Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, and except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties (as defined below) or any one or combination thereof, IHR agrees to defend, indemnify and hold the City, its employees, agents, attorneys, representatives, council members, contractors and subcontractors (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages for personal injury or property damage (excluding diminution in value or claims of eminent domain) asserted against the Indemnified Parties as a result of or arising directly or indirectly from the acts of IHR, or its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project (collectively referred to as "Claims"). IHR shall undertake, at its sole expense and through counsel reasonably satisfactory to the City's Law Director, the defense of the City in any Claims covered by the foregoing indemnification

5.03. **Claims**. In case any Claim or demand is at any time made, or action or proceeding is brought against or otherwise involving an Indemnified Party in respect of which indemnity may be sought hereunder, the Indemnified Party seeking indemnity promptly shall give notice of that action or proceeding to IHR, who upon receipt of that notice shall have the obligation and the right to assume the defense (with counsel reasonably satisfactory to the City's Law Director if related to the defense of the City) of the action or proceeding; provided, that failure of the Indemnified Party to give that notice shall not relieve IHR from any obligation under this section unless, and only to the extent, that a failure to give notice materially prejudices the defense of the action or proceeding by IHR. An Indemnified Party may employ separate counsel and participate in the defense of an indemnified Claim, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (a) the employment of such counsel has been specifically authorized by IHR in writing, (b) IHR has failed to assume the defense and to employ counsel, or (c) the named parties to any such action (including any impleaded parties) include both an Indemnified Party and IHR or two or more Indemnified Parties and such Indemnified Party has been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to IHR or the other Indemnified Parties, in which case, if the Indemnified Party notifies IHR in writing that it elects to employ separate counsel at IHR's expense, IHR shall not have the right to assume the defense of such action on behalf of such Indemnified Party and IHR shall be responsible for payment of the reasonable fees and expenses of such separate counsel. An Indemnified Party seeking indemnity agrees to fully cooperate with IHR, to the extent such cooperation does not prejudice the position of such Indemnified Party, and lend IHR such assistance as IHR shall reasonably request in defense of any claim, demand, action or proceeding. IHR shall not, nor shall any Indemnified Party, be liable for any settlement made without its consent.

5.04. **Successors And Assigns**. The indemnifications set forth in Sections 5.02 and 5.03 are intended to and shall include the indemnification of all affected officers, officials, directors, employees and agents of each Indemnified Party, respectively, and their successors and permitted assigns. The indemnifications are intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement.

5.05. **Survival**. The provisions of this Article V shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI
IHR'S REPRESENTATION AND WARRANTIES

6.01. Representations and Warranties. IHR hereby makes the following representations and warranties to the City, acknowledging that the City is entering into this Agreement in material reliance upon the truth, accuracy, and completeness of these representations as of the Effective Date:

(a) *Valid Entity and Good Standing*. IHR is an Ohio non-profit corporation, validly existing, and in good standing under the laws of the State of Ohio, and is authorized to do business in the State of Ohio. IHR has filed all certificates, reports, and other documents required to be filed under applicable state laws and is not in violation of any state laws relevant to the execution or performance of this Agreement.

(b) *Authority*. IHR has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. All necessary company action has been taken to authorize the execution, delivery, and performance of this Agreement. This Agreement has been duly executed and delivered by IHR and constitutes a valid, binding, and enforceable obligation of IHR, enforceable against IHR in accordance with its terms.

(c) *No Conflict*. The execution, delivery and performance by IHR of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality applicable to IHR, or the organizational documents of IHR, or any mortgage, indenture, contract, agreement or other undertaking to which IHR is a party or which purports to be binding upon IHR or upon any of its assets, nor is IHR in violation or default of any of the foregoing. There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of IHR, threatened against or affecting IHR, at law or in equity or before or by any governmental authority that, if determined adversely to IHR, would have a material impact on IHR's ability to perform its obligations hereunder.

(d) *Familiarity with Property.* IHR acknowledges that it has conducted its own due diligence and investigations with respect to the Property and is fully familiar with the physical, environmental, and legal condition of the Property. IHR accepts the condition of the Property as suitable for the purposes contemplated by this Agreement and agrees to develop the Property in accordance with the terms set forth herein.

(e) *Financial Capacity*. As of the date of this Agreement, IHR, to the best of its actual knowledge, presently possess, and shall endeavor to maintain throughout the term of this Agreement, the financial capacity, whether through equity, debt, or committed funding sources, to complete the Project in full compliance with this Agreement. IHR is not subject to any bankruptcy, receivership, insolvency, or similar proceeding, nor is IHR insolvent or unable to pay its respective debts as they come due. IHR is not in default under any loan or credit agreement. IHR is not aware of any facts or circumstances that would reasonably be expected to impair its respective financial condition or ability to perform hereunder.

(e) *Accuracy of Information*. The statements made by IHR in the documentation provided by IHR to the City that are descriptive of IHR, or the Project, have been reviewed by IHR and do not, to the knowledge of IHR, solely as of the Effective Date, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

6.02. Survival of Representations and Warranties. The representations and warranties set forth in this Article VI shall survive the execution and delivery of this Agreement and remain in full force and effect until the later of (i) two (2) years following the Effective Date, or (ii) the date on which IHR has

completed construction of the Project in accordance with this Agreement, as confirmed in writing by the City.

ARTICLE VII
DEFAULT AND REMEDIES

7.01. Default. The occurrence of any of the following shall be an "Event of Default" under this Agreement:

(a) To the extent applicable to IHR, the dissolution or liquidation of IHR; the filing of a petition by or against IHR under any bankruptcy, insolvency, or similar law that is not dismissed within forty-five (45) days; the appointment of a receiver, custodian, or trustee for IHR or for any substantial portion of its assets that is not discharged within forty-five (45) days; or the execution of any levy, garnishment, attachment, or other legal process upon IHR's property that is not dissolved or vacated within forty-five (45) days; or

(b) A default by IHR under the Purchase Agreement (after giving effect to any notice or grace period provided for therein); or

(c) Any failure by IHR to observe or perform any obligation, covenant, agreement, or condition required under this Agreement (including, without limitation, the failure to complete the Project in accordance with the Development Plan and within the required timeframe), which failure is not cured within thirty (30) days after written notice from the City; provided, however, that if such default is not reasonably capable of being cured within thirty (30) days, an Event of Default shall not be deemed to have occurred if IHR (i) commences a cure within the initial thirty (30) day period, and (ii) diligently and continuously prosecutes the cure to completion within a reasonable time not to exceed ninety (90) days, unless otherwise agreed by the City in writing; or

(d) Any representation or warranty made by IHR in this Agreement, or in any certificate, financial statement, report, or other document delivered to the City in connection with this Agreement or the Project, shall prove to have been materially false or misleading when made, whether due to intentional misstatement, omission, or negligent error; or

(e) IHR's failure to comply with the its obligations related to the Affordability Requirements for the initial sale of the Units or any recorded land use or deed restriction imposed pursuant to this Agreement.

Provided, however, IHR shall not be in default under this Agreement if IHR is unable to comply with its obligations herein due to the acts or omissions of the City or any government authority, including, but not limited, to actions taken by the City's Council which prevent IHR's ability to comply with its obligations under this Agreement.

In addition, if, by reason of Force Majeure, IHR is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) or (c) hereof, IHR shall not be deemed in default during the continuance of such inability. However, IHR shall promptly give notice to the City of the existence of an event of Force Majeure within thirty (30) days after the commencement thereof and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within IHR's discretion. The term "Force Majeure" shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political

subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; delays caused by City or any governmental authority with respect to permitting, zoning or similar issues (excluding delays arising from Developer's failure to promptly provide information or comply with requests); or any cause, circumstance or event, whether similar or dissimilar to the foregoing, not reasonably within the control of IHR.

The declaration of an Event of Default under subsection (a) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

7.02. Remedies. Upon the occurrence of an uncured Event of Default under this Agreement, the City shall be entitled to: (i) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the defaulting party, and (ii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation, rights related to reversion, and pursuing an action for specific performance against the defaulting party. The City's pursuit of one or more remedies shall not preclude the pursuit of others, whether concurrently or sequentially, and no waiver or delay in enforcement shall be deemed a waiver of subsequent rights. In no event shall IHR be liable under any theory of liability for any indirect, consequential, incidental, special, exemplary, or punitive damages of any kind or nature whatsoever suffered by the City.

In the event of a default by the City, Developer shall be entitled to seek only actual damages and specific performance. In no event shall Developer be entitled to terminate this Agreement or recover lost profits, consequential damages, or speculative damages from the City.

ARTICLE VIII
MISCELLANEOUS

8.01. Assignment.

(a) *Assignment*. IHR acknowledges that the City is entering into this Agreement in reliance upon IHR's financial capacity, development experience, and demonstrated community commitment, all of which the City considers essential to the timely and successful execution of the Project. Accordingly, IHR shall not assign, delegate, or otherwise transfer any interest in this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent. Any such unauthorized assignment or transfer shall be void ab initio and, at the City's sole option, shall constitute a material default under this Agreement.

(b) *Permitted Transfers.* Notwithstanding anything to the contrary contained in this Agreement, IHR may assign its rights in this Agreement, including, without limitation, the right to obtain fee interest in any or all of the Units, to an entity that is wholly owned or controlled by IHR ("Permitted Transfer"), so long as (i) IHR holds a controlling interest in such entity or entities; (ii) said assignment is not effectuated to avoid IHR's obligations under this Agreement; and (iii) IHR provides advance written notice of such assignment of not less than three (3) business days. Notwithstanding anything to the contrary

in this Agreement, a Permitted Transfer shall not release IHR from its respective obligations under this Agreement.

8.02. Entire Agreement; Conflicting Provisions. This Agreement (including the exhibits hereto) together with the other agreements referred to herein contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

8.03. Amendments and Supplements. Recognizing the likelihood of changing conditions (such as demand and supply factors and changes in the market area), the Parties agree to review and consider in good faith amendments to this Agreement as necessary or appropriate. This Agreement may be amended only by a written amendment signed by all parties.

8.04. Governing Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of the City of Oxford and the State of Ohio. All actions regarding this Agreement shall be brought in the Butler County Court of Common Pleas, and IHR agrees that venue in such court is proper. This Agreement is the result of arms' length negotiations, and any ambiguity shall not be construed more strongly against any presumed drafting party.

8.05. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

8.06. Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

8.07. Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

8.08. Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement, provided that the time periods for the performance of IHR's obligations shall be extended for delays caused by Force Majeure.

8.09. No Third Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.

8.10. No Brokers. The parties represent that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of or performance under this Agreement, or with respect to the transfer of the Property. EML and IHR hereby indemnifies and holds the City harmless from any claims of any such broker, salesperson or other person.

8.11. Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent permitted by applicable law. None of those

representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity. No official or employee of the City may have any personal interest, direct or indirect, in this Agreement, nor may any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City will be personally liable to IHR, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to IHR or any successor to IHR or on any obligations under the terms and conditions of this Agreement.

8.12. Contingency for Legislative Authorization from Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason Council does not pass any and all additional ordinances as may be necessary for the performance of this Agreement or for the City to enter into any amendments to this Agreement.

8.13. Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

8.14. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given if: (a) delivered personally; (b) sent by registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) sent by a national overnight delivery service (e.g., Federal Express), as follows:

IF to IHR:	With Copy To:
Inclusive Housing Resources 2740 Mack Road Fairfield, Ohio 45014 Attn: Gina Gehm, CEO	Dowse Law, LLC 93 W. Franklin Street, Suite 103 Centerville, Ohio 45459 Attn: Samuel E. Dowse, Esq.
If to City**:**	With Copy To:
City of Oxford, Ohio 15 South College Avenue Oxford, Ohio 45056 Attn: Douglas R. Elliott, Jr., City Manager	Coolidge Wall Co., L.P.A. 33 W. First Street, Suite 200 Dayton, Ohio 45402 Attn: Christopher R. Conard, Esq.

Any such notice or communication personally delivered will be deemed to have been given when received, and any such notice or communication sent by registered or certified U.S. Mail will be deemed to have been given on the actual date of receipt. Any notice or communication delivered by overnight courier will be deemed delivered the day after deposit with such courier, provided such deposit was made in time, in accordance with the terms of such courier, for such courier to make delivery the following day, and otherwise the date the courier was to have made delivery in accordance with its terms.

8.15. Termination Upon Completion. This Agreement shall terminate and be of no further force and effect upon the expiration or termination of this Agreement pursuant to Section 1.03, provided that all provisions that expressly survive termination shall remain enforceable thereafter. IHR may request, and the City shall not unreasonably withhold, written confirmation of termination in recordable form. IHR shall be solely responsible for the costs associated with the drafting and recording of any termination acknowledgement.

8.16. **Agency**. Notwithstanding anything herein to the contrary, under no circumstances shall IHR be identified as acting as the agent of the City for any purpose related to this Agreement or the Project. This Agreement does not create any agency relationship between the parties, but merely contractual obligations.

8.17. **Schedules and Exhibits.** The following Schedules and Exhibits are attached to and incorporated into this Agreement.

Exhibit A	**Legal Description of the Property**
Exhibit B	**Development Plan**
Exhibit C	**Description of Improvements**

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF OXFORD, OHIO
an Ohio municipal corporation

By:_____
Douglas R. Elliott, Jr., City Manager

Approved as to form:

By:_____
Christopher R. Conard, Law Director

IHR:

INCLUSIVE HOUSING RESOURCES
an Ohio nonprofit corporation

By:_____
Name: Gina Gehm
Its: Chief Executive Officer

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this ____ day of October, 2025, by Douglas R. Elliott, Jr., the City Manager of the City of Oxford, Ohio, an Ohio charter municipal corporation, on behalf of said charter municipal corporation.

_____
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of October, 2025, by Gina Gehm the Chief Executive Officer of Inclusive Housing Resources, an Ohio nonprofit corporation, on behalf of said nonprofit corporation.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Situate in the City of Oxford, County of Butler, and State of Ohio and being entire Lot Numbered One Thousand Three Hundred Seven (1307) as the same is known and designated upon the List of Lots of the City of Oxford, Butler County, Ohio.

PPN: H4100-020-000-010
Property Address: 5234 Hester Road, Oxford, Ohio

012081\00617\4935-7776-6745.9

EXHIBIT B

DEVELOPMENT PLAN

Universal Microhome Neighborhood

City of Oxford

RFP Response

February 2025

Inclusive HOUSING RESOURCES

EMPOWER ME LIVING

KENDALL BUILDING GROUP

MSP DESIGN McGill Smith Punshon

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Response Narrative

Enclosures:

- EmpowerMe Living Overview
- MSP Design Team Bios and Featured Projects
- Community Renderings
- Affordability Analysis
- Development Pro-forma

Dear Jessica,

We are excited to bring together a collaborative partnership to respond to the City of Oxford's RFP for the 2.1 acre parcel at 5234 Hester Road. EmpowerMe Living (EML) is a social impact real estate company on a mission to change the housing landscape for adults with intellectual and development disabilities (I/DD). Adults with I/DD are left out of affordable housing conversations, mainly due to lack of awareness. This is an invisible crisis our fellow Ohioans face. The loss of a caregiver is the primary reason people with I/DD become unhoused. It's estimated that 80% of adults with I/DD in Ohio live in their family home, and 50% live with caregivers over the age of 60. **That is more than double the capacity of Fred C. Yager stadium.**

Together with our affordable housing partner, **Inclusive Housing Resources (IHR)** that specializes in I/DD housing, partner construction company, **Kendall Building Group (KBG)**, and our architect **MSP Design (MSP)**, we are pleased to present our microhome neighborhood. We are a team of experienced construction experts, real estate professionals, designers and planners that have experience working together. KBG supported IHR with construction reporting on two recent projects. MSP is currently supporting EML with a neuroinclusive ten-unit apartment building in Cincinnati. In addition to our professional experience, we share a collective vision, and most of our team has personal experience as parents or siblings of loved ones with I/DD.

We envision a neuroinclusive mirchome community for the site on Hester Road, featuring 400 - 800 s.f. single family homes for sale. Four of the homes would be reserved for adults with I/DD, with a preference for the remaining homes to be reserved for their family members. This allows adults with I/DD and their primary caregivers to live in close proximity and ease the transition to independent living. We believe this model will help address the housing insecurity issues adults with I/DD face when their caregiver can no longer provide care. Homeownership is important for adults with I/DD reliant on government benefit streams because a home is a protected asset and won't jeopardize those benefits.

The microhomes are universally designed, which means they are accessible to everyone. They are ideal for active seniors looking to age in place or a graduate student working and studying long hours. We believe this neighborhood will strengthen the Oxford community and we look forward to working with you to make it possible.

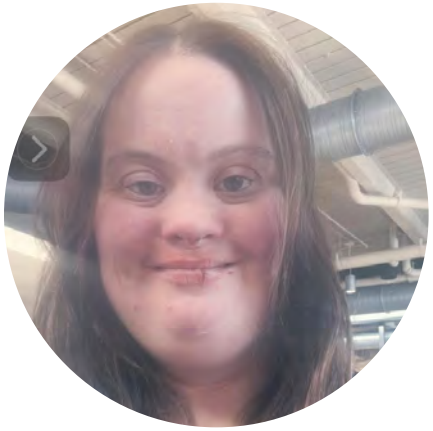
In community,

Emily

Emily Kendall
Co-founder and President, EmpowerMe Living

Meet Rachel Andrew

FUTURE OXFORD RESIDENT



When this RFP crossed our inbox, we immediately thought of Rachel Andrew. We want you to meet Rachel and hear from her directly on how our proposed community could work for her and why neuroinclusive housing is important.

1. **Tell us about yourself:** I am an active, fun and outgoing person. I work full-time at Miami University in the dining halls. I have Down Syndrome.
2. **Where do you live currently?** I live in Middletown with my parents.
3. **Do you want to live on your own someday?** I would like to live on my own someday.
4. **What do you love about your job at Miami University?** The best parts of my job are the food and interacting with co-workers and students.
5. **Why is having a job important to you?** Having a job is important to me because it gives me structure and a routine, and like knowing that I'm helping students.
6. **How do you get to your job?** I use Butler County Transit public transportation, B-Care.
7. **How long does it take you to get to work and home every day?** Between 45 and 90 minutes, depending on how many other people are picked up and dropped off by the van.
8. **Would living closer to work help you, and if so, how would it help you?** Living closer to work would help me save the time and hassle of commuting. I would also be able more easily do activities on the Miami campus in my free time.
9. **What do you like to do in your free time?** Dance, watch TV, swim.
10. **Please add anything else you think is important for us to know.** Due to my disability, I don't drive, so I have to rely on walking or public transportation to get anywhere. Oxford has a good local bus route system. Also, many shops and activities are walking distance. So, it would be a convenient location for me. I might even be able to walk to work.

Photo credit: Rachel Andrew

Firms Involved and Key Professionals

Firm	Role	Key Professionals
Inclusive Housing Resources	Project Leader and Property Manager	**Gina Gehm**, CEO **Regina Cross**, Area Affordable Property Manager **Rebecca Alspaugh**, Assistant Property Manager **Valerie Stitzel**, Assistant Property Manager **Dennis Ruhe**, Maintenance and Construction Director
EmpowerMe Living	Developer	**Emily Kendall**, President **Mark Kendall**, COO **Sam Klever,** Director, Resident and Community Engagement
Kendall Building Group	General Contractor	**Emily Kendall**, President **Mark Kendall,** Operations Manager
MSP Design	Architect and Civil Engineer	**Emily Lubbers,** Senior Project Architect **Bryan Grome,** Senior Landscape Architect **Jordan Weber,** Project Manager, Civil Engineering **Victoria Graves,** Interior Designer

Inclusive Housing Resources

Inclusive Housing Resources was formed by Housing Network of Hamilton County and Partnerships for Housing (PFH) which were formed in 1992 to provide affordable housing for people with developmental disabilities in the community in Southwest Ohio by County Boards of Developmental Disabilities. Throughout the life of these organizations, we have acquired, redeveloped and redeveloped well over 130 separate sites and currently operate 131 separate sites of 181 dwelling units and 324 active leases across Butler, Hamilton, and Clermont counties. Learn more at https://inclusivehr.org.

EmpowerMe Living

EmpowerMe Living will serve as the developer, owner, and manager of a network of consumer-controlled quality housing choices for adults with intellectual and developmental disabilities in a defined geographic area ranging from single family homes to larger planned communities. Housing choices will include: microhomes, single-family, and neuroinclusive apartment communities. Each network will be

organized around central hubs of shared amenities such as transportation, community centers with social opportunities, supportive programming and more that promote independent living, self-empowerment, community engagement, and connectedness. In addition to choosing the housing option best-suited for their needs and preferences, residents will bring their choice of support service provider. The company is led by experienced real estate, construction, and business professionals driven by personal passion to build better communities not just for their loved ones with I/DD but for all of us. Learn more about EmpowerMe Living on our website: empowermeliving.com.

See enclosure: Company Overview

Kendall Building Group

Kendall Building Group is a woman-owned construction company founded by Emily Kendall and Mark Kendall based in Cincinnati, Ohio. Emily Kendall has a background leading high-growth teams in commercial real estate and property management. Construction operations are led by Mark Kendall, a veteran construction professional with over 20 years in commercial construction management and over $375 million worth of project experience ranging from multi-family housing, healthcare, higher education and historical renovation. Learn more about our work at kendallbg.com.

MSP Design

MSP Design is a premier architectural and design firm dedicated to delivering innovative and sustainable solutions. We specialize in architecture, civil engineering, interior design, landscape architecture, surveying, and planning, ensuring every project meets the highest standards of functionality and aesthetics.

Our expertise in site design and development sets us apart as industry leaders. We excel in creating comprehensive site plans that integrate seamlessly with the surrounding environment, enhancing both functionality and visual appeal.

We pride ourselves on a collaborative process that involves close interaction with our clients to understand their vision and goals. Our diverse portfolio showcases our versatility, with successful projects ranging from educational institutions and corporate headquarters to residential developments and public spaces. We are

committed to shaping the future of architecture and design through innovation, sustainability, and excellence. Learn more at mspdesign.com.

See enclosures: Design team bios and featured projects

Affordable Housing Experience, Inclusive Housing Resources

Since 2016, the Inclusive Housing Resources (IHR) team has completed over 34 projects. Of these, three of the most significant projects were completed during COVID: Bramble House (6750 Bramble), Alice's House (776/784 Hand), and Freedom Homes (8476 Cottonwood, 3302 Werk and 242 W Sharon). Alice's House is the redevelopment of 8 single bedroom units into two 4-bedroom licensed buildings to create a licensed respite setting. Bramble House was the redevelopment of a gutted 19-unit apartment building into a 16-unit apartment building to serve as a licensed setting for a subpopulation of those served by the County Board. Freedom Homes is three sites, each containing a new construction quadplex with full mobility accessibility. Completing these major construction projects during COVID presented us as developers and our General Contractors significant challenges in obtaining products for construction and changing financing structures to accommodate increases in costs for both labor and materials.

In terms of property management, we currently manage 131 separate sites of 181 dwelling units and 324 active leases. At IHR, our property management staff are skilled with a variety of affordable housing compliance programs including HUD 811, Housing Choice Voucher and HOME compliance. We have performed well on all recent compliance reviews. On the IHR team, Regina Cross (Area Affordable Property Manager) has 23 years of affordable housing management experience and holds a Certified Occupancy Specialist and HOME compliance certification; Rebecca Alspaugh (Assistant Property Manager) has 16 years of affordable housing experience and Housing Specialist (Admission and Occupancy, Rent Calculation) certifications; Valerie Stitzel (Assistant Property Manager) has 7 years of affordable housing experience; Dennis Ruhe (Maintenance and Construction Director) has 20+ years of property maintenance and construction experience; and Gina Gehm (CEO) has 20 years of affordable housing experience and a Certified Occupancy Specialist certification.

While the IHR team's experience has been focused on the development and management of affordable rental housing, we are well-poised to help with the

development and management of affordable for sale housing. Our experience with government regulations for affordable housing will help with the planning and execution of the unit delivery and sale. Our partnerships will assist in providing homeownership counseling, down payment assistance and quality mortgage options.

List of Inclusive Housing Resource's Recent Projects:

County	Year	Address	Structure Type	Project Type
Hamilton	2017	6118 Plainfield	Quadplex	Acquisition/Rehab
Hamilton	2017	745 Glensprings	Single Family	Acquisition/Rehab
Clermont	2017	802 Oaks	Single Family	Acquisition/Rehab
Clermont	2017	4697 Woodfield	Single Family	Acquisition/Rehab
Butler	2017	1928-1930 Circle Ginny	Duplex	Acquisition/Rehab
Butler	2017	7213 Dimmick	Single Family	Acquisition/Rehab
Clermont	2018	5795 Willnean	Single Family	Acquisition/Rehab
Clermont	2019	559 Marilyn	Single Family	Acquisition/Rehab
Clermont	2019	726 McCormick	Single Family	Acquisition/Rehab
Butler	2019	8570 Acredale	Single Family	Acquisition/Rehab
Butler	2019	2 Cherokee	Single Family	Acquisition/Rehab
Hamilton	2020	1057 Albany Terrace	Single Family	New Construction
Butler	2021	1211 Dayton	Single Family	Acquisition/Rehab
Hamilton	2022	6369 Bridgetown	Single Family	Acquisition/Rehab
Hamilton	2022	8476 Cottonwood	Quadplex	New Construction
Hamilton	2022	776 & 784 Hand	Licensed Setting	Adaptive Reuse
Hamilton	2022	3302 Werk	Quadplex	New Construction
Hamilton	2022	6750 Bramble	Apartment (16)	Acquisition/Rehab
Butler	2022	1733-1735 Carolina	Duplex	Acquisition/Rehab
Butler	2022	2108/2110 Wellington	Duplex	Acquisition/Rehab
Butler	2023	1409 Eaton	Triplex	Acquisition/Rehab
Hamilton	2023	242 W Sharon	Quadplex	New Construction
Hamilton	2024	5415 Fox	Duplex	Acquisition/Rehab
Hamilton	2024	11496 Ivyrock	Single Family	Acquisition/Rehab
Hamilton	2024	5631 Kirby	Duplex	Acquisition/Rehab
Hamilton	2024	4258 Marlin	Triplex	Acquisition/Rehab
Hamilton	2024	5557 Surrey	Duplex	Acquisition/Rehab
Hamilton	2024	3281 Warfield	Single Family	Acquisition/Rehab
Hamilton	2024	4021 Belfast	Single Family	Acquisition/Rehab
Hamilton	2024	103 Illinois	Duplex	Acquisition/Rehab
Butler	2024	600 Edgewood	Quadplex	New Construction
Butler	2024	4745 Holly	Quadplex	New Construction
Butler	2025	6231 Firestone	Single Family	Acquisition/Rehab

Proposed Housing: Universal Microhomes for Sale

- 13 Microhomes in Phase I, with option for up to 20 pending zoning approval
- Key Features of the Microhome Concept:
    - 400-800 s.f. universally designed single family homes
    - 1 – 2 bedrooms, full kitchens, living space
    - Permanent, slab-on-grade construction

Our innovative microhome concept embraces universal design principles to offer a truly accessible, adaptable, and sustainable living solution. Our microhomes are built with inclusivity at their core, ensuring a welcoming and functional space for individuals of all abilities, ages, and life stages.

1. Universal Accessibility: At the core of our microhome concept is universal design, a guiding philosophy aimed at creating environments that are accessible, inclusive, and usable by individuals of all ages and abilities. The design of the microhome is intended to be marketable to people with diverse abilities. Whether for those with mobility impairments, vision or hearing loss, or cognitive disabilities, the home is designed to be equally accessible to everyone, without the need for specialized modifications or separate solutions. Features such as step-free entrances, wide doorways, and adaptable spaces ensure that all users can enjoy the same level of comfort and accessibility.

2. Flexible Layouts: The microhomes utilize a kit of parts approach, where key elements—such as bedrooms, bathrooms, living spaces, offices/studies, and garages—are standardized yet versatile, allowing for multiple configurations to suit individual preferences. This modular system streamlines construction and ensures cost efficiency while offering a range of design options. Each kit of parts can be mixed and matched to create a variety of layouts, empowering residents to tailor their homes to fit their unique needs and lifestyle. Whether a person needs a home office, extra storage, or an expanded living area, they can customize the layout without the need for complex redesigns or costly alterations. The kit of parts simplifies both the design and construction processes, leading to more efficient building timelines and lower overall costs, while still delivering a highly personalized living experience.

3. Scalable and Modular: While each microhome is built to meet individual needs, our system is highly scalable. These homes are designed to be arranged in clusters to form communities, offering a solution for urban and rural environments alike. The modular design simplifies construction and reduces costs, while still maintaining a high degree of personalization and functionality.
4. Adaptable Exteriors: The exterior design of our microhomes is intentionally flexible to blend seamlessly into a variety of neighborhood contexts. We can ensure the home's aesthetic will be tailored to complement the surrounding architecture in Oxford. The exterior can be customized with different materials, colors, and architectural details, ensuring that each microhome fits cohesively within its community. This design flexibility helps maintain the aesthetic harmony of neighborhoods while preserving the unique identity of each individual home.

   See enclosures: Renderings of our microhome designs and layout of 5234 Hester

Target Audience

For project feasibility, we define affordability at 80% of AMI. We are primarily targeting adults with intellectual and developmental disabilities and their families for this neuroinclusive housing project. It's estimated that 80% of adults with I/DD in Ohio live in their family home, and 50% live with caregivers over the age of 60. Too often adults with I/DD are forced to transition out of the family home due to a tragedy. The loss of a caregiver is the primary reason people with I/DD become unhoused. Our model will enable aging parent caregivers to live next to their loved one with I/DD to ensure a smoother transition for when they can no longer provide care.

Four of the homes would be set aside for adults with I/DD and with priority for the remaining homes given to parents or caregivers. We will work with the Butler County Board of Developmental Disabilities to identify candidates. Remaining homes will be available to the public that meet the affordability criteria and requirements of our lending partner. Given their universal design and accessibility, they are ideal for active seniors and allow for aging in place. The affordability aspect also opens

workforce housing for people who work at Miami University. We will ensure compliance with fair housing throughout the entire process.

See enclosure: Affordability Analysis

Ongoing Property Management

The homes will be governed by a landominium association managed by Inclusive Housing Resources with homeowners paying a small monthly fee to maintain the exterior of each property and common area maintenance. We will establish a capital reserve fund to help residents with interior capital expenditures such as HVAC replacement.

Neighborhood Outreach

We have extensive experience in conducting focus groups, listening sessions and research projects. We will host a series of focus groups to address neighborhood concerns and incorporate feedback into our plans as warranted. We anticipate that our homeownership model will help reassure existing neighbors that their new neighbors will be long-term residents of the community. The design features of our homes will reflect the style of Oxford, and an HOA with management by Inclusive Housing Resources will ensure the properties are well maintained.

Services and Partnerships

Supportive Housing

Homeowners with intellectual and developmental disabilities will work with the Butler County Board of Developmental Disabilities to develop Individual Service Plans (Ohio ISP) to ensure they receive support needed to live independently such as home and community-based services if they don't already an Ohio ISP in place. Additionally, individuals on social security will have established payee relationships to help with paying bills and mortgages.

Lender

We are working with KeyBank to apply for AHP funding from the Federal Home Loan Bank.

Additional Partnerships

We also plan to coordinate and work to establish partnerships with Best Buddies Oxford and Neighborhood Housing Services of Hamilton to provide homeownership counseling and closing cost assistance.

Construction Funding

We will partner with KeyBank and to apply for AHP funds through the Federal Home Loan Bank to help homeowners with down payment assistance and mortgage qualification. Those funds will go towards the construction of the homes. In addition, we will work to identify additional funding through multiple sources including the Butler County Finance Authority, the Hamilton Community Foundation, Cincinnati Development Fund, and donor-advised funds such as Greater Cincinnati Foundation.

See enclosure: Development Pro-forma

Construction Timing

We anticipate being able to mobilize on site with site development within 4-5 months of award provided ARPA funding is made available. We anticipate home-ownership construction to be dependent on the timing of purchases, construction loans, and down payment assistance with an estimated timeframe of completion of 18 – 24 months.

Ongoing Maintenance and Operations

The homes will be governed by a landominium association managed by Inclusive Housing Resources with homeowners paying a small monthly fee to maintain the exterior of each property and common area maintenance. We will establish a capital reserve fund to help homeowners with interior capital expenditures such as HVAC replacement.

Green Building

Microhomes are inherently green because of their smaller footprint and lower energy consumption. Additionally, universal design is sustainable because it allows residents to age in place without undergoing extensive renovations to modify the accessibility of a home. We are also committed to using sustainable practices and

materials in the construction of our community. This includes recyclable materials, low VOC supplies, and installing energy efficient appliances in every home. The landscape will feature native plant material and easy-to-maintain greenspaces using solutions like micro-clover which requires less maintenance, watering, and fertilizing. We also plan to connect the community with walking trails and paths to take advantage of the location's proximity to the bus route and shopping.

Public Safety

We anticipate this development having a positive impact on public safety by creating more homeowners invested in the well-being of their community.

Additional Considerations

We anticipate working with the City of Oxford to create a new city street and with potential infrastructure needs.

We prefer to purchase the land for no more than half its currently assessed value.

Enclosures

EmpowerMe Living Overview

MSP Design Team Bios and Featured Projects

Community Renderings

Affordability Analysis

Development Pro-forma

EMPOWERME LIVING
HOUSING EMPOWERED BY CHOICE

SOCIETAL IMPACT
DESIGNED AS A REAL ESTATE COMPANY

OUR MISSION

EmpowerMe Living is a real-estate and experience company on a mission to change the housing landscape for adults with intellectual and developmental disabilities (I/DD) by breaking down barriers to housing access and providing choices that meet their diverse needs and preferences.

OUR VISION

We will harness the power of private capital and decades of commercial construction, real estate management, and equity fundraising experience to create networks of I/DD housing choices across the country, starting in Cincinnati – through social impact investments that leave lasting positive change in our communities.

OUR VALUES

We believe in delivering the dignity of choice for adults with I/DD by offering more housing options. Safe, supportive, maintainable housing is the foundation for self-empowerment.

We believe the power of collaboration between private enterprise, non-profits, and government agencies can deliver innovative housing solutions.

Through developing, owning, and operating successful real estate projects, EmpowerMe Living will deliver significant and sustainable social impact.

Housing Options will include:

- Apartments
- Accessory Dwelling Units
- Microhome Communities
- Multigenerational Living
- Mixed-use Developments

The Team

Emily Kendall/*Co-founder & President*
10+ years commercial real estate experience
$3B+ equity capital raised

Mark Kendall/*Co-founder & COO*
20+ years in commercial construction
$375M+ worth of projects built

Sam Klever/*Director of Resident & Community Engagement*
Special Education teacher, Forest Hills, and West Clermont Schools
Master's in Special Education

The Advisors

Dan Connors
CEO, St. Joseph Home
Previous Deputy Director, OOD

Dr. Patty Manning-Courtney
Retired Chief of Staff, Cincinnati Children's Medical Center
Founder, The Kelly O'Leary Center for Autism Spectrum Disorder

Bill Courtney
Retired CEO, Clark-Dietrich
Current Chairman, Ohio Valley Goodwill Industries

Madeleine Ludlow
Managing Partner, West Capital Advisors
Previous CFO, Cinergy (now Duke Energy)

Education
Master of Architecture,
University of Cincinnati

Bachelor of Science of Architecture,
University of Cincinnati

Registration
Registered Architect in OH

Licensed Interior Designer

Professional Activities
AIA Cincinnati

CREW Greater Cincinnati

IIDA

Contact
elubbers@mspdesign.com

Emily Lubbers, AIA, NCIDQ

Associate, Senior Project Architect

Emily is a registered architect and licensed interior designer with over 14 years of experience specializing in architectural design and BIM management. She has worked on a wide variety of projects including healthcare, federal, retail, multi-family housing, office and daycare. She also has experience with visualization using Revit, Sketchup and Lumion.

Project Experience

Empower Me Microhomes | Cincinnati, Ohio

Anna Louise Inn | Cincinnati, Ohio

13th Street | Newport, Kentucky

14th Street | Newport, Kentucky

Union Township Public Library Addition | Russellville, Ohio

General Electric Credit Union | Multiple Southwest Ohio Locations

Cincinnati Scholar House | Cincinnati, Ohio

The Children's House | Cincinnati, Ohio

Mayerson Master Plan | Amberly Village, Ohio

Probasco Auditorium Renovation | Cincinnati, Ohio

Clyo Road Medical Facility | Centerville, Ohio

Ken Anderson Alliance Community Master Plan | Springfield, Ohio

New Maintenance Garage for Spring Grove Cemetery | Cincinnati, Ohio

Grooms Road Office Building | Blue Ash, Ohio

MSP DESIGN
McGill Smith Punshon

Education
Bachelor of Science, Landscape Architecture, Purdue University, 2010

Registration
Registered Landscape Architect in OH

Contact
bgrome@mspdesign.com

Bryan Grome, PLA

Associate, Senior Landscape Architect

With experience spanning concept design to project installation, Bryan is a seasoned landscape architect proficient in handling diverse design projects. His vast experience includes site planning, park and recreation design, residential development, and municipal projects. Additionally, he is skilled in construction documentation, planting design and computer graphics.

Project Experience

Ken Anderson Alliance Community Master Plan | Springfield, Ohio

Cincinnati Scholar House | Cincinnati, Ohio

The Residences at Clocktower | West Chester Township, Ohio

Stonegate Expansion | Cincinnati, Ohio

The Summit at Liberty Pointe | Liberty Township, Ohio

Graphite Oakley | Cincinnati, Ohio

Mayerson Master Plan | Amberly Village, Ohio

Savoy at the Streets of West Chester | West Chester, Ohio

The Vintage Club | City of Montgomery, Ohio

Town Centre Square | West Chester Township, Ohio

Five Points Landing Park Master Plan | Milford, Ohio

USS Cincinnati Memorial | West Chester, Ohio

Mount St. Mary's Seminary | Cincinnati, Ohio

Water Street Streetscape | Dayton, Ohio

Probasco Auditorium Renovation | Cincinnati, Ohio

Kingswood Park Playground | Deerfield Township, Ohio

MSP DESIGN
McGill Smith Punshon

Education
Bachelor of Science
Civil Engineering
University of Cincinnati

Registration
Licensed Civil Engineer in Ohio, Indiana and Kentucky

Contact
jweber@mspdesign.com

Jordan Weber, PE

Project Manager, Civil Engineering

Jordan brings extensive engineering and land development experience to our team, having started his career in 2012. His primary responsibilities include designing and coordinating the production of detailed construction documents for various land development projects. His role also involves processing construction documents through the appropriate governmental reviewing agencies. Jordan's meticulous attention to detail and collaborative nature ensure smooth coordination and client satisfaction.

Project Experience

Cross Creek | Cincinnati, Ohio

Mapleview Section S | Trenton, Ohio

Waverly | Huber Heights, Ohio

Traditions of Anderson | Cincinnati, Ohio

USS Cincinnati Memorial | West Chester, Ohio

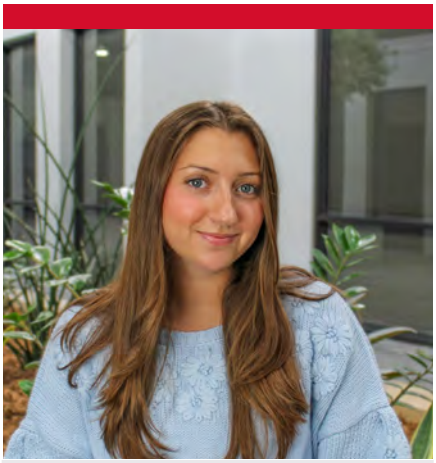
Sunrise Treatment Center | Piqua, Ohio

Butler Tech Natural Science Center | Monroe, Ohio

Austin Landings East | Miamisburg, Ohio

Village North | West Chester Township/Liberty Township, Ohio

MSP DESIGN
McGill Smith Punshon



Victoria Graves, NCIDQ

Interior Designer

In her role as an interior designer, Victoria brings over three years of experience and she is responsible for providing support in MSP's Interior Design and Architecture Departments. She provides drafting, renderings, Revit modeling, and project conceptualization/imagery for a wide variety of project types.

Project Experience

Empower Me Microhomes | Cincinnati, Ohio

Anna Louise Inn | Cincinnati, Ohio

Bur Oak | Westlake, Ohio*

Villas at City Center | Broadview Heights, Ohio*

Braemaer Farms | Broad View Heights, Ohio *

Heritage Club Pool House Renovation | Mason, Ohio

General Electric Credit Union - Dent Branch | Cincinnati, Ohio

McCluskey Chevrolet | Cincinnati, Ohio

Switch Lighting + Design Retail Space | Cincinnati, Ohio

Landmark Recovery | Moraine, Ohio

Sharonville Community Center | Sharonville, Ohio

Redstone, Third Floor | Cincinnati, Ohio

Four Bridges Country Club | Liberty Township, Ohio

Mi Cozumel | Florence, Kentucky

*Project completed with another firm

Education

Bachelor of Fine Art, Interior Design, Miami University

Professional Activities

International Interior Design Association - Associate

Contact

vgraves@mspdesign.com

MSP DESIGN
McGill Smith Punshon

MSP DESIGN
McGill Smith Punshon

Cincinnati Scholar House

Owner: HER Cincinnati | Location: Cincinnati,Ohio

Design Challenge: Housing is a key component of HER Cincinnati's mission of breaking the cycle of poverty for women. The Family Scholar House model based in Louisville, provides affordable housing for single parents as well as a child development center with preschool education. Developing the first Cincinnati Scholar House in Walnut Hills, a transitional neighborhood close to public transit and educational opportunities, was an ambitious undertaking by HER Cincinnati and Christ Church Cathedral.

Design Solution: Working within a one acre-site, MSP designed a four-story, 44 residential unit building with street level child development center and retail space. The building meets the city's form-based code and complements the historic aesthetic of the neighborhood. The complex site design includes a pedestrian plaza, community garden, playground, and outdoor gathering area.

Design Outcome: Cincinnati Scholar House is a thriving subsidized residential community for single parents and their children. The project was one of the first to be built as part of Walnut Hills revitalization and has served as a catalyst for continued redevelopment and investment.

Provided Services

- Ar Architecture
- En Civil Engineering
- La Landscape Architecture

Construction Budget	$9.6 Million
Change Order Amounts	$200,000 Owner Request
Actual Construction Cost	$9.8 Million

Completion Date
April 2020 (On Time)

Project Size 63,600 SF

Reference
Beth Schwartz, *CEO*
HER Cincinnati
513.768.6903
bschwartz@hercincinnati.org

MSP DESIGN
McGill Smith Punshon

Anna Louise Inn

Cincinnati, Ohio

The mixed-use development is located in the urban area of Cincinnati to provide access to public transportation and amenities for the residents. The construction is a combination of steel frame for the first floor commercial use with wood frame for residential floors two through four. Exterior finishes include brick veneer, hardi-board siding and asphalt shingle roofing.

The 2.15 acre site provides adequate resident and guest parking for the Inn. The four-story, 62,300 SF new Anna Louise Inn building provides residential living units for women, space for social service agency, Cincinnati Union Bethel (CUB) corporate offices and 12 dormitory units for the CUB community outreach program for women called “Off the Streets.”

Provided Services

- Ar Architecture
- En Civil Engineering
- La Landscape Architecture

Project Size
Building 62,300 SF

Project Funding
LIHTC, HOME, AHP

Completion Date
2015

Reference
Beth Schwarts
President & CEO
Her Cincinnati
513.768-6903
bschwartz@hercincinnati.org

Community Renderings

5234 HESTER ROAD

Our current proposed renderings show 16 homes on the 2.1 acre site with plenty of greenspace and connectivity to the surrounding community.

Our innovative microhome concept embraces universal design principles to offer a truly accessible, adaptable, and sustainable living solution. Our microhomes are built with inclusivity at their core, ensuring a welcoming and functional space for individuals of all abilities, ages, and life stages. Features include:

- **Universal accessibility**
- **Flexible layouts**
- **Scalable and modular**
- **Adaptable exteriors**

Community Renderings

5234 HESTER ROAD

Community Renderings

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Community Renderings

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Community Renderings

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Community Renderings

5234 HESTER ROAD

IHR, EmpowerMe Living, MSP Design CITY OF OXFORD RFP Response

Affordability and Homeownership Analysis

Income

Persons in Family

	1	2	3	4
50% AMI	36,700	41,950	47,200	52,400
60% AMI	44,040	50,340	56,640	62,880
80% AMI	58,700	67,100	75,500	83,850

Affordable Housing

Persons in Family

	1	2	3	4
50% AMI	918	1,049	1,180	1,310
60% AMI	1,101	1,259	1,416	1,572
80% AMI	1,468	1,678	1,888	2,096

HOA Estimate

Mowing	5,200	
Snow Removal	3,750	**sidewalk design
Pond Maintenance	5,000	
Landscaping	2,000	
TOTAL	15,950	
Per HO	1,329	
Per month	111	

Mortgage Models

										1 Person	2 Person
Amount	**Downpayment**	**Downpayment %**	**Interest Rate**	**Term**	**Monthly Mortgage Payment**	**Tax & Insurance Est**	**Utilities**	**HOA**		**Total Housing Cost**	**Total Housing Cost2**
125,000.00	25,000.00	20%	6.50%	30 yr	632.07	148.00	170.00	115.00		1,065.07	1,065.07
125,000.00	25,000.00	20%	7%	30 yr	665.30	148.00	170.00	115.00		1,098.30	1,098.30
125,000.00	25,000.00	20%	7.50%	30 yr	699.21	148.00	170.00	115.00		1,132.21	1,132.21
125,000.00	62,500.00	50%	6.50%	30 yr	395.04	148.00	170.00	115.00		828.04	828.04
125,000.00	62,500.00	50%	7%	30 yr	415.81	148.00	170.00	115.00		848.81	848.81
125,000.00	62,500.00	50%	7.50%	30 yr	437.01	148.00	170.00	115.00		870.01	870.01
150,000.00	30,000.00	20%	6.50%	30 yr	758.48	165.00	170.00	115.00		1,208.48	1,208.48
150,000.00	30,000.00	20%	7%	30 yr	798.36	165.00	170.00	115.00		1,248.36	1,248.36
150,000.00	30,000.00	20%	7.50%	30 yr	839.06	165.00	170.00	115.00		1,289.06	1,289.06
150,000.00	75,000.00	50%	6.50%	30 yr	474.05	165.00	170.00	115.00		924.05	924.05
150,000.00	75,000.00	50%	7%	30 yr	498.98	165.00	170.00	115.00		948.98	948.98
150,000.00	75,000.00	50%	7.50%	30 yr	524.41	165.00	170.00	115.00		974.41	974.41
175,000.00	35,000.00	20%	6.50%	30 yr	884.90	181.00	170.00	115.00		1,350.90	1,350.90
175,000.00	35,000.00	20%	7%	30 yr	931.42	181.00	170.00	115.00		1,397.42	1,397.42
175,000.00	35,000.00	20%	7.50%	30 yr	978.90	181.00	170.00	115.00		1,444.90	1,444.90
175,000.00	87,500.00	50%	6.50%	30 yr	553.06	181.00	170.00	115.00		1,019.06	1,019.06
175,000.00	87,500.00	50%	7%	30 yr	582.14	181.00	170.00	115.00		1,048.14	1,048.14
175,000.00	87,500.00	50%	7.50%	30 yr	611.81	181.00	170.00	115.00		1,077.81	1,077.81
200,000.00	40,000.00	20%	6.50%	30 yr	1,011.31	198.00	195.00	115.00		1,519.31	1,519.31
200,000.00	40,000.00	20%	7%	30 yr	1,064.48	198.00	195.00	115.00		1,572.48	1,572.48
200,000.00	40,000.00	20%	7.50%	30 yr	1,118.74	198.00	195.00	115.00		1,626.74	1,626.74
200,000.00	100,000.00	50%	6.50%	30 yr	632.07	198.00	195.00	115.00		1,140.07	1,140.07
200,000.00	100,000.00	50%	7%	30 yr	665.30	198.00	195.00	115.00		1,173.30	1,173.30
200,000.00	100,000.00	50%	7.50%	30 yr	699.21	198.00	195.00	115.00		1,207.21	1,207.21
225,000.00	45,000.00	20%	6.50%	30 yr	1,137.72	214.00	195.00	115.00		1,661.72	1,661.72
225,000.00	45,000.00	20%	7%	30 yr	1,197.54	214.00	195.00	115.00		1,721.54	1,721.54
225,000.00	45,000.00	20%	7.50%	30 yr	1,258.59	214.00	195.00	115.00		1,782.59	1,782.59
225,000.00	112,500.00	50%	6.50%	30 yr	711.08	214.00	195.00	115.00		1,235.08	1,235.08
225,000.00	112,500.00	50%	7%	30 yr	748.47	214.00	195.00	115.00		1,272.47	1,272.47
225,000.00	112,500.00	50%	7.50%	30 yr	786.62	214.00	195.00	115.00			

**Assumed 2 BR at $200K+

Universal Microhome Neighborhood

ARPA Funding	260,000.00
Home sales (6 @ 700 Sqft, $154,000/unit)	924,000.00
Home sales (7 @ 550 Sqft, $121,000/unit)	847,000.00
Total Sources	**2,031,000.00**

Land Costs	42,000.00
Site work	260,000.00
Building Costs	1,449,000.00
Contingency	56,350.00
Soft Costs	150,979.00
Developer Fee	72,671.00
Total Uses	**2,031,000.00**

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:	10/1/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A Contract Not To Exceed $517,755.00 With Leo J. Brielmaier Company To Construct A New Public Restroom Facility In The Martin Luther King, Jr. Memorial Park Located At 2 West High Street (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	160,000.00 (Original)
ACCOUNT CODE:	141.310.63195 (Capital), 126.370.60020 (CDBG)
RECOMMENDATION:	Approve as recommended
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:
In response to community feedback and public restroom requirements, City Council adopted Resolution 7588 on April 2, 2024, to move forward with designing and estimating a new Uptown Restroom.

The City contracted with App Architecture to design and administer the construction of the facility. The initial bid opening was June 18, 2025, which returned no bids. The design was revised to lower construction costs. The re-bid was September 25, 2025, which returned six bids. City staff and App Architecture interviewed and reference checked the three lowest bidders. City staff recommends that Council authorize the City Manager to enter into contract with Leo J. Brielmaier Co, for an amount not to exceed $517,755.00, which includes up to a 5% contingency of $24,655.00. The contract amount will be $493,100.00.

The submitted bids were the following:
$493,100.00 - Leo J. Brielmaier Co.
$495,550.00 - John P. Tumlin & Sons
$503,600.00 - Becker Construction

$518,451.54 - American Trademark Construction Services
$519,400.00 - Ohio Dredge
$522,700.00 - Brumbaugh Construction

This project is being funded by the following expected funding partnerships:
$171,500.00 - Ohio Capital Funds (2024 House Bill 2) - ODNR adminstered
$113,000.00 - Community Development Block Grant - 2024 funds
$75,000.00 - Enjoy Oxford
$25,000.00 - Oxford Chamber of Commerce
$10,000.00 - Butler County Developmental Disabilities Board (in-kind donation adult changing table)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT NOT TO EXCEED $517,755.00 WITH LEO J. BRIELMAIER COMPANY TO CONSTRUCT A NEW PUBLIC RESTROOM FACILITY IN THE MARTIN LUTHER KING, JR. MEMORIAL PARK AT 2 WEST HIGH STREET

WHEREAS, a public restroom currently does not exist near the park splash pad; and

WHEREAS, in April 2024, Council authorized the design of a new public restroom in response to community feedback; and

WHEREAS, the Ohio Department of Natural Resources, Oxford Chamber of Commerce, Enjoy Oxford and the City of Oxford have committed funds toward building a public restroom located Uptown; and

WHEREAS, the Historic and Architectural Preservation Commission has approved the design; and

WHEREAS, legal notice for public re-bid was advertised on the City website since September 3 and in the Hamilton Journal News on September 3rd, 10th, 17th and 21st; and

WHEREAS, six bids were received with Leo J. Brielmaier (LJB) being the lowest and best bid; and

WHEREAS, city staff and the architect team interviewed and checked references for LJB and the two other lowest bidders; and

WHEREAS, the Community Development Director and City Manager recommend that Council authorize contracting with Leo J. Brielmaier for up to $517,755.00.

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 resolution, allowing for the City Manager to contract with Leo J. Brielmaier for up to $517,755.00 to construct a new public restroom in the Martin Luther King Jr. Memorial Park located at 2 West High Street.

SECTION 2: This resolution shall be effective on the earliest date allowable by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MAYOR WILLIAM SNAVELY

PREPARED BY: PLANNING STAFF
CHECKED BY: LAW

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:	10/1/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	An Ordinance Repealing Oxford Codified Ordinance Section 1139 Entitled Variances And Adopting New Oxford Codified Ordinance Section 1139 Entitled Variances For The Purpose Of Amending The Code To Comply With Ohio Case Law (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Service Excellence
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve as recommended
CITY MANAGER/DEPT HEAD APPROVAL:	SP

DISCUSSION:
Background:

The Oxford Board of Zoning Appeals (BZA), an official board of the City of Oxford as enabled under Article VIII of the Charter, recently amended its Rules of Procedure to reflect a series of recommendations made by the City's Law Director, Mr. Chris Conard.

Notably, the BZA has now formalized within its Rules the ability to go into private deliberations following any open public hearing on an appeal or variance matter where evidence, facts, and testimony are received. Since boards of this nature are quasi-judicial – not administrative or legislative, like the Planning Commission or City Council are – they are permitted to deliberate privately and therefore, the specific limitations for Executive Sessions under the Ohio Open Meetings Act do not apply.

Another key recommendation from Mr. Conard was to properly acknowledge the nature of "precedent" when it comes to BZA proceedings. Presently, the Oxford Zoning Code states that the BZA is not permitted to consider other variances or nonconformities pertaining to other land, sites, or structures,

other than the property that is the subject of the request. In other words, each matter is to be reviewed case by case, without regard for past decisions. In reviewing the current language of the Code, Mr. Conard has recommended an important set of revisions to the text; the intent is to clarify that the BZA can still consider other past approvals, cases or properties, provided such evidence is introduced during the adjudication hearing and deals with one or more similarly situated properties. As always, the burden of proof is upon the applicant to provide justification for why their particular request should be granted.

Due to this proposed amendment being crucial for maintaining sound legal practices consistent with state statutes and case law, as well as the fact that changes are only procedural (not substantive) in nature (i.e., no new regulations or "standards" particular to land uses, zoning districts, etc. are being introduced), the City Law Director in consultation with the City Manager have determined that this amendment may proceed directly to City Council without necessitating a review or recommendation by the Planning Commmission.

Recommendation:

The City Law Director and City Manager recommend approval of the attached amendments to Oxford Zoning Code Chapter 1139 entitled Variances. The amended text is specific only to Section 1139.02(c), subsections (1) and (2). There are three documents. The first document is the Ordinance explaining the change. The second document (Exhibit A) is the clean version of the new code section. The third document is the document that highlights the changes.

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 1139 ENTITLED VARIANCES AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 1139 ENTITLED VARIANCES FOR THE PURPOSE OF AMENDING THE CODE TO COMPLY WITH OHIO CASE LAW.

WHEREAS, Section 1135.02(a) of the Oxford Zoning Code provides that a text amendment may be initiated by the Chair of the Planning Commission, by adoption of a motion by Council or the Planning Commission, or by application to Planning Commission by a landowner or a resident of the City of Oxford; and

WHEREAS, the City Law Director made various recommendations to the Oxford Board of Zoning Appeals regarding amendments to the Board's Rules of Procedure; and

WHEREAS, the BZA adopted a series of amendments to their Rules of Procedure at a regular meeting on August 26, 2025; and

WHEREAS, a portion of amending such Rules pertained to Appendix A, which follows the language set forth in Section 1139.02(c)(2) of the Oxford Codified Ordinances; and

WHEREAS, the BZA does not have authority to make the legislative changes requested by the City Law Director to this particular section of the Zoning Code, as City Council possesses the sole authority for any legislative amendments to the Zoning Code; and

WHEREAS, the BZA formally discussed and deliberated the need for the Code text amendments to Section 1139.02(c)(2) and recommended Council adopt the BZA recommendation; and

WHEREAS, the City Law Director in consultation with the City Manager has determined this amendment may be initiated by City Council, without necessitating a prerequisite review and recommendation by the Planning Commission.

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

SECTION 1: Council hereby accepts the recommendation of the City Law Director and City Manager, and further adopts Exhibit A as new Oxford Zoning Code Chapter 1139.

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

_____

MAYOR

ADOPTED:

ATTEST:

_____

CLERK OF OXFORD CITY COUNCIL

PREPARED BY: PLANNING STAFF

CHECKED BY: LAW

EXHIBIT A - FOR ADOPTION

Chapter 1139 – Variances

1139.01 – General.

(a) Purpose.

A variance permits variation from the strict interpretation of this Code so that no specific provision prevents development of a specific site that would otherwise not be possible and that would satisfy the general intent of the Code. Use variances are prohibited.

(b) Variance Requirement.

Each variance shall be granted according to the provisions of this chapter.

(c) Effect of Variance.

(1) A variance shall be valid only for the specific use, site, location, and provision for which it is granted and changes to the use and site that change the facts upon which it was granted shall be strictly interpreted.

(2) A variance does not expire, but becomes invalid if the use, site, or location is changed in some way that changes the facts upon which it was granted.

(3) An action or construction that is undertaken following the granting of a variance does not create a nonconformity. A variance actually changes the specific provisions of the Code as they pertain to a specific use, site, and location.

(Ord. 3036. Passed 12-2-08.)

1139.02 – Procedure.

(a) Application.

An application for a variance shall be filed with the Zoning Administrator. An application shall be complete prior to being scheduled for an adjudication hearing. An application will be placed on the agenda only if the Zoning Administrator is satisfied that all of the materials required by this chapter are included and are sufficient in their content to satisfy the intent of the application requirements. The Board will not hear any appeal on an application the Board deems incomplete.

(1) Contents of application for variance.

Eight complete sets of all information shall be submitted with an application. The Zoning Administrator may modify this requirement based upon the type of materials included. The applicant is encouraged to contact the Zoning Administrator prior to submitting an application to discuss the submission requirement. If any information is submitted in color or on non-standard paper, more copies may be required.

A. Application Fee.

B. Description of Use and Site.

C. The name, mailing address, and telephone number of the applicant and the property owner.

D. If the applicant is not the owner, a statement from the owner that the applicant is entitled to apply on his or her behalf (Letter of Agency).

E. A legal description of the site, including all separate lots.

F. A description of the existing uses of the site.

G. The zoning district in which the site is located.

H. A description of the existing and proposed use.

1. A description of operations, including type of goods sold, services performed, and expected number of customers, clientele, delivery, and service vehicles.

2. The hours of operation.

I. The nature and magnitude of the requested variance.

J. The Code section from which the variance is requested.

K. A separate narrative statement that explains how the proposed variance satisfies each of the Decision Standards required to grant a variance.

L. A list of the names and mailing addresses of all landowners within 200 feet of the perimeter of the site.

(2) Site Plan.

A scaled site plan shall include the following information in detail. The required information may be submitted on multiple site plans if inclusion of all information on a single plan makes it illegible or difficult to understand.

A. North arrow.

B. Scale.

C. Vicinity map.

D. All existing and proposed lot lines within the site.

E. Dimensions of all lots and of the entire site and any adjacent rights-of-way.

F. Location, height, and use of all proposed and existing structures.

G. Location and design of all proposed vehicle management areas.

H. Location, size, and type of all proposed signs.

I. Location, height, and type of all proposed screening and landscaping.

J. Distances to residential zoning districts if within 1,000 feet.

K. The use of land and location of structures on adjacent property and across adjacent rights-of-way.

L. An indication of the regulation from which the variance is requested.

M. Other information as required by the Board of Zoning Appeals.

(3) Elevations.

Elevations of proposed structures, or typical elevations if structures are not yet designed, may be required by the Zoning Administrator if the proposed location, height, or bulk of the structure is such that it may negatively affect an adjacent use.

(4) Other.

Photographs of the existing use and its surroundings and other information regarding the proposed use, site, or surrounding area as may be pertinent to the application or required by the Board of Zoning Appeals.

(b) Reapplication.

(1) No application for a variance that is substantially similar to an application that has been denied or granted, wholly or in part, or revoked, shall be submitted for one year to the BZA for a decision. The Zoning Administrator shall determine if a similar application differs enough to be considered a different application and not subject to this section. The Zoning Administrator may consider factors such as the nature or size of a proposal, changes in the development or traffic patterns of the area, or newly discovered evidence pertinent to a decision on a previous application.

(2) An applicant may appeal the decision of the Zoning Administrator to the Board of Zoning Appeals as stipulated in this Chapter and Section 1129.09 of the Planning and Zoning Code.

(c) Board of Zoning Appeals Review.

The Board of Zoning Appeals shall base its review of a variance application upon the complete application, upon any staff report, and upon any relevant and credible public testimony and evidence presented during the adjudication hearing. If the Board of Zoning Appeals finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

(1) Burden of proof.

The applicant shall be required to present by preponderance of reliable, probative and substantial testimony evidence that supports the applicants request for a variance.

(2) Decision standards.

The Board of Zoning Appeals will consider the effect of the request on the public health, safety and welfare. Variances shall be granted only upon a determination that practical difficulties exist with respect to the property in question that would render strict application of the Planning and Zoning Code inequitable and prevent substantial justice. This determination shall be made without regard to the existence of variances and nonconformities on other land, sites, or structures not presently under consideration, unless evidence is introduced into the record for the purpose of showing a variance was previously granted or denied on a similarly situated property. In determining whether practical difficulties exist sufficient to warrant a variance, the Board shall consider and weigh the following factors:

A. Whether the property in question will yield reasonable return or whether there can be any beneficial use of the property without the variance;

B. Whether the variance is substantial;

C. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

D. Whether the variance would adversely affect the delivery of governmental services (i.e. water, sewer, garbage);

E. Whether the property owner purchased the property with knowledge of the zoning restriction;

F. Whether the property owners' predicament feasibly can be obviated through some method other than a variance;

G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

H. Any other relevant factor.

(d) Action by Board of Zoning Appeals.

(1) The Board of Zoning Appeals shall grant, grant with conditions, or deny a variance application as presented and shall clearly state the findings upon which its decision is based.

(2) The Board of Zoning Appeals shall base its decision only upon the Decision Standards in this Chapter. In its decision, the Board of Zoning Appeals may waive or modify dimensional regulations of the Zoning Code, or impose more strict regulations and any additional conditions, guarantees, and safeguards it deems necessary to satisfy the purposes of this Zoning Code.

(e) Issuance of Permits.

(1) The Zoning Administrator shall issue permits to permit the action for which a variance was sought after the Board of Zoning Appeals grants a variance. Construction permits shall not be issued unless the plans substantially conform to those upon which a variance was granted. Any action that exceeds a granted variance shall constitute a violation of the Zoning Code.

(2) No order of the Board permitting erection or alteration of a building or the use of a building or premises shall be valid for a period longer than one (1) year, and upon the expiration of such period shall automatically be deemed revoked, unless a building permit for such erection or alterations is obtained and the work is started within such period, or, where no erection or alteration is necessary, the permitted use is established within such period, or an extension is requested in writing and granted by the Board.

(f) Appeal of Board of Zoning Appeals Decision.

(1) Appeals to the decision of the Board of Zoning Appeals shall be made to the Court of Common Pleas of Butler County.

Chapter 1139 – Variances

1139.01 – General.

(a) Purpose.

A variance permits variation from the strict interpretation of this Code so that no specific provision prevents development of a specific site that would otherwise not be possible and that would satisfy the general intent of the Code. Use variances are prohibited.

(b) Variance Requirement.

Each variance shall be granted according to the provisions of this chapter.

(c) Effect of Variance.

(1) A variance shall be valid only for the specific use, site, location, and provision for which it is granted and changes to the use and site that change the facts upon which it was granted shall be strictly interpreted.

(2) A variance does not expire, but becomes invalid if the use, site, or location is changed in some way that changes the facts upon which it was granted.

(3) An action or construction that is undertaken following the granting of a variance does not create a nonconformity. A variance actually changes the specific provisions of the Code as they pertain to a specific use, site, and location.

(Ord. 3036. Passed 12-2-08.)

1139.02 – Procedure.

(a) Application.

An application for a variance shall be filed with the Zoning Administrator. An application shall be complete prior to being scheduled for an adjudication hearing. An application will be placed on the agenda only if the Zoning Administrator is satisfied that all of the materials required by this chapter are included and are sufficient in their content to satisfy the intent of the application requirements. The Board will not hear any appeal on an application the Board deems incomplete.

(1) Contents of application for variance.

Eight complete sets of all information shall be submitted with an application. The Zoning Administrator may modify this requirement based upon the type of materials included. The applicant is encouraged to contact the Zoning Administrator prior to submitting an application to discuss the submission requirement. If any information is submitted in color or on non-standard paper, more copies may be required.

A. Application Fee.

B. Description of Use and Site.

C. The name, mailing address, and telephone number of the applicant and the property owner.

D. If the applicant is not the owner, a statement from the owner that the applicant is entitled to apply on his or her behalf (Letter of Agency).

E. A legal description of the site, including all separate lots.

F. A description of the existing uses of the site.

G. The zoning district in which the site is located.

H. A description of the existing and proposed use.

1. A description of operations, including type of goods sold, services performed, and expected number of customers, clientele, delivery, and service vehicles.

2. The hours of operation.

I. The nature and magnitude of the requested variance.

J. The Code section from which the variance is requested.

K. A separate narrative statement that explains how the proposed variance satisfies each of the Decision Standards required to grant a variance.

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The applicant shall be required to present by preponderance of reliable, probative and substantial testimony ~~and~~ evidence that supports the applicants request for a variance.

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The Board of Zoning Appeals will consider the effect of the request on the public health, safety and welfare. Variances shall be granted only upon a determination that practical difficulties exist with respect to the property in question that would render strict application of the Planning and Zoning Code ~~unreasonable~~inequitable and prevent substantial justice. This determination shall be made without regard to the existence of variances and nonconformities on other land, sites, or structures not presently under consideration, unless evidence is introduced into the record for the purpose of showing a variance was previously granted or denied on a similarly situated property. In determining whether practical difficulties exist sufficient to warrant a variance, the Board shall consider and weigh the following factors:

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D. Whether the variance would adversely affect the delivery of governmental services (i.e. water, sewer, garbage);

E. Whether the property owner purchased the property with knowledge of the zoning restriction;

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(2) No order of the Board permitting erection or alteration of a building or the use of a building or premises shall be valid for a period longer than one (1) year, and upon the expiration of such period shall automatically be deemed revoked, unless a building permit for such erection or alterations is obtained and the work is started within such period, or, where no erection or alteration is necessary, the permitted use is established within such period, or an extension is requested in writing and granted by the Board.

(f) Appeal of Board of Zoning Appeals Decision.

(1) Appeals to the decision of the Board of Zoning Appeals shall be made to the Court of Common Pleas of Butler County.

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:	4/25/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	An Ordinance By Oxford City Council Authorizing The City Manager To Enter Into An Agreement With Duke Energy Corporation For The Sale Of .84 Acres Of City-Owned Land Located On Millville Oxford Road, Butler County Parcel Id No. H4100110000010, And Declaring The Property Surplus. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	N/A
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD DRE

DISCUSSION:
Duke Energy Corporation (Duke) has approached the City to purchase Parcel H4100110000011. The City acquired this 0.84-acre parcel in 2014 with the widening of US27 and paid $110,000 (the original parcel was 1.668 acres prior to splitting for the highway project). Duke plans to install an 11' x 20' telecommunications building on the site. This small equipment building will be used to house fiber optics and equipment. The building will have a stone aggregate finish and will naturally blend into the landscape. City Staff recommends that the City Council accept a purchase price of $120,000 for the parcel.

CHESTNUT ST
SILVOOR LN
MILLVILLE OXFORD RD

ORDINANCE NO.

AN ORDINANCE BY OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DUKE ENERGY CORPORATION FOR THE SALE OF .84 ACRES OF CITY-OWNED LAND LOCATED ON MILLVILLE OXFORD ROAD, BUTLER COUNTY PARCEL ID NO. H4100110000010, AND DECLARING THE PROPERTY SURPLUS.

WHEREAS, Duke Energy Corporation ("Duke Energy") seeks to purchase City-owned land located on Millville Oxford Road, Butler County Parcel ID No. H4100110000011 (the "Property"), for a purchase price of $120,000, to install an 11' x 20' telecommunications building on the site, which building will be used to house fiber optics and equipment; and

WHEREAS, the City acquired this 0.84-acre parcel of Property in 2014, at a purchase price of $110,000, when land was appropriated to widen US27; and

WHEREAS, the .84-acre parcel of Property owned by the City has no viable use to the City, and City Council has determined Butler County Parcel ID No. H4100110000011 to be surplus property; and

WHEREAS, the sale of this surplus Property will benefit the citizens of the City of Oxford; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to enter into an agreement with Duke Energy to allow it to purchase the City-owned, surplus Property for a purchase price of $120,000.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OXFORD HEREBY ORDAINS THAT:

SECTION 1: The City Manager is hereby authorized and directed to execute and deliver on behalf of the City a Purchase and Sale Agreement (the "Agreement") with Duke Energy, in substantially the same form as the Agreement attached hereto as Exhibit A, providing for the sale of the city-owned Property situated on Millville Oxford Road, Butler County Parcel ID No. H4100110000011, to Duke Energy for the purchase price of One Hundred Twenty Thousand Dollars ($120,000.00), subject to the terms and conditions set forth in the Agreement and the Law Director's review and approval of same.

SECTION 2: City Council hereby declares this city-owned Property situated on Millville Oxford Road, Butler County Parcel ID No. H4100110000011, surplus Property.

SECTION 3: The City Manager, the Law Director, and other appropriate officers of the City are hereby authorized to prepare and execute all documents and to take any action necessary or appropriate to effectuate the sale of the Property to Duke Energy pursuant to the terms of the Agreement, including, without limitation, the execution and delivery of deeds, affidavits, settlement statements, and other customary closing documents.

SECTION 4: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance shall take effect at the earliest time allowed by law.

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

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

Home Property Records

Profile
Levy Calculator
Transfers
Board of Revision
Residential
Manufactured Homes
Commercial
Out Buildings
Permits
Land
Tax Summary
Value History
Photos
Sketch
Maps
Pictometry
Special Assessments

PARID: H4100110000010
CITY OF OXFORD OHIO

MILLVILLE OXFORD RD

Parcel

Parcel Id	H4100110000010
Address	MILLVILLE OXFORD RD
Building/Unit #	
Class	EXEMPT
Land Use Code**	640 E - EXEMPT PROPERTY OWNED BY MUNICIPALS
Neighborhood	R0029016
Total Acres	.8400
Taxing District	H41
District Name	OXFORD TWP-O CORP-D L/TWND CSD
Gross Tax Rate	76.64
Effective Tax Rate	0
Non Business Credit	N/A
Owner Occupied Credit	N/A

****Land Use Code is for Auditor assessment purposes only. It is not a true representation of legal zoning designation. For more information on zoning and legal property usage, please contact the local zoning department.**

Dwelling

Year Built	
Stories	
Construction	
Basement	
Bedrooms	
Full Baths	
Half Baths	
Above Grade Living Area (Sq. Ft.)	
Finished Basement (Sq. Ft.)**	
Total Living Area (Sq. Ft.)	

****Finished Basement may be an estimate.**

Current Value

Land (100%)		$6,380
Building (100%)		$0
Total Value (100%)		$6,380
CAUV		$0
Assessed Tax Year	2024	
Land (35%)		$2,230
Building (35%)		$0
Assessed Total (35%)		$2,230

Incentive District Parcels What is this?

Parcel Identifier	Value Type	value
H4100110000010	Base Parcel	6,380
	Total Value	6,380

Homestead Credits How do I qualify?

Owner Occupied Credit	NO
Disabled Veteran Exemption	NO
Homestead Exemption	NO

Record Navigator
1 of 1

Actions
Printable Summary
Printable Version

Reports
Mailing List Export
Csv/Buffer Export
Property Report Card
Go

Links
$ Pay My Tax Bill
Tax Code Definitions
Special Assessment Project Codes
Pending Specials
Land Use/Land Type/Sketch Code
Commercial Structure Codes
Tax Calculator
Transfer & Conveyance Fee Calculator

Jul 30, 2025 5:39:51 PM
36.22082497N 78.70309871W
127° SE
3690 Bluebell Lane
Oxford
Granville County
North Carolina
Altitude:402.4ft
Speed:0.0mi/h
Google
E
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The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	9/10/2025
COUNCIL MEETING DATE:	October 7, 2025
AGENDA TITLE:	An Ordinance Amending Ordinance No. 3783 Supplemental Budget Ordinance Number 6 To Make Supplemental Appropriations For Fiscal Year 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	$70,000.00
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Issue 1: $70,000 – ARPA Fund 429

To make adjustment to budgeted revenue and appropriations for cold shelter funding. ARPA interest will be used for funding.

Issue 2: $146,500 – Capital Improvement Fund 141

To make adjustment to budgeted appropriation for additional funding needed for engineering design modifications.

Issue 3: $62,729 – General Fund 110

To make adjustment to budgeted appropriation for funding the deer management program.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3783 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 6 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2025.

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 revenue be made:

American Rescue Plan Act Fund 429	70,000.00

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

General Fund 110	62,729.00
American Rescue Plan Act Fund 429	70,000.00
Capital Improvement Fund 141	146,500.00

SECTION 3: In all other respects, Ordinance No. 3783 shall remain in full force and effect.

SECTION 4: 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)