



AGENDA

OXFORD CITY COUNCIL

COURT HOUSE

TUESDAY, JANUARY 15, 2008

EXECUTIVE SESSION

7:15 P.M.

1. Roll Call.

Prudence Z. Dana, Mayor

Ken Bogard, Vice-Mayor
Kate Currie
Richard Keebler

Doug Ross
Alysia Fischer
Greig Rutherford

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, proceed to the podium, 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.

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

This facility is wheelchair accessible. If you plan to attend this meeting and you have a disability that requires special arrangements, please notify the City Manager's office 48 hours in advance so that reasonable accommodations can be made.

3. 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. Although City Council values your comments, 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.

B. Proclamation – ‘Dr. Martin Luther King Day’

C. Proclamation – ‘African American Read-In Chain Day’

D. Presentation – Oxford Farmers Market – Larry Slocum

E. Swearing In – Police Sergeant, Dennis Colyer

4. Consent Agenda.

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

A. Minutes of the December 18, 2007 City Council Meeting. (Mary Ann Eaton, Deputy Clerk of Council and Janice Grill)

B. Report regarding the December 11, 2007 Planning Commission Meeting. (Jung-Han Chen, Community Development Director)

C. Report regarding the December 19, 2007 Board of Zoning Appeals Meeting. (Jung-Han Chen, Community Development Director)

D. Report regarding the January 2, 2008 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)

E. A Resolution authorizing the City Manager to enter into a contract with Statewide Ford Lincoln Mercury, Inc. for the purchase of four new 2008 Ford Crown Victoria Police Interceptors at State contract pricing at a cost not to exceed \$88,000.00. (Steve Schwein, Police Chief)

F. A Resolution appointing Prudence Z. Dana as Council Representative to the Self Board. (Doug Elliott, City Manager)

5. Resolutions.

- A. A Resolution authorizing the City Manager to sign final legislation and other contracts with the Ohio Department of Transportation in connection with resurfacing portions of State Routes 73 and 732. (Mike Dreisbach, Service Director)
- B. A Resolution authorizing the City Manager to sign preliminary legislation and other contracts with the Ohio Department of Transportation in connection with the rehabilitation of a portion of High Street (US 27) from Main Street to Beech Street. (Mike Dreisbach, Service Director)
- C. A Resolution authorizing the City Manger to enter into a Lease, Utility, and Access Easement Agreement with the Board of County Commissioners of Butler County for the location and operation of a communication tower. (Mike Dreisbach, Service Director)

6. **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 Accepting The Recommendation Of The Planning Commission To Deny The Conditional Use Permit To Allow For A New Drive-Through Banking Facility In The General Business District Located At 10 North Locust Street. (Jung-Han Chen, Community Development Director)

B. Second Reading.

- 1. An Ordinance Accepting The Annexation Petition From Jack Thacker, Donna Thacker And Ned Hoelzer For 1.7 Acres Of Land In The Township Of Oxford, Ohio And Accepting Said Territory To Be Annexed. (Jung-Han Chen, Community Development Director)

7. Announcements and Communications.

The comments expressed by individual members of Council or City staff during the 'Announcements' 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.

A. Announcements.

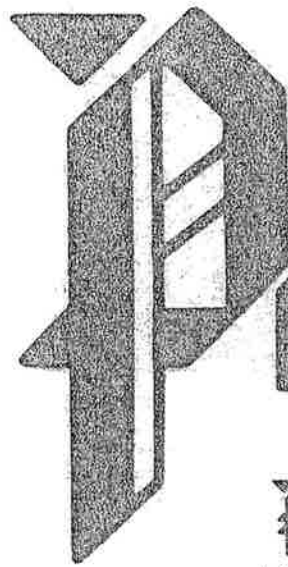
1. Remarks from City Council and City staff.

B. Future Meetings

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

Wed	Jan	16	Civil Service Commission Special Meeting 7:15 p.m. LCNB 2 nd Floor Meeting Room
Wed	Jan	16	Board of Zoning Appeals 7:30 p.m.
Fri	Jan	18	Community Improvement Corporation 12:00 p.m. LCNB 2 nd Floor Meeting Room
Mon	Jan	21	Holiday – City Offices Closed
Tues	Jan	22	City Council Work Session 6:00 p.m.
Wed	Jan	23	Environmental Commission 7:00 p.m. Municipal Building 2 nd Floor Conference Room
Wed	Jan	23	Civil Service Commission 7:15 p.m.
Thur	Jan	24	Recreation Board 4:00 Senior Citizens Center
Thur	Jan	24	Finance Commission Meeting 6:00 p.m. Municipal Building 2 nd Floor Conference Room
Tues	Feb	5	City Council Meeting 7:30 p.m.
Wed	Feb	6	Historic and Architectural Preservation Commission Meeting 7:30 p.m.
Mon	Feb	11	Housing Advisory Commission Meeting 7:00 p.m. Municipal Building 2 nd Floor Conference Room
Tues	Feb	12	Planning Commission Meeting 7:30 p.m.
Thur	Feb	14	Police Advisory Board 7:00 p.m. Senior Citizens Center
Fri	Feb	15	Community Improvement Corporation 12:00 p.m. LCNB 2 nd Floor Meeting Room
Mon	Feb	18	Holiday – City Offices Closed
Tues	Feb	19	City Council Meeting 7:30 p.m.

8. Adjourn



Office of the Mayor

Proclamation

Whereas: Dr. Martin Luther King, Jr. during his lifetime pursued a dream of justice and racial equality for all Americans; and

WHEREAS, Dr. King believed in the promotion and exercise of human rights and fundamental freedoms for all people; and

WHEREAS, Dr. King's leadership and notable contributions on behalf of civil rights gave fresh emphasis to democratic ideals and the recognition of equality of all people; and

WHEREAS, the memory of Dr. King and his achievements continue to inspire countless millions around the world in the face of oppression and discrimination; and

WHEREAS, Dr. King's contributions to freedom, equality, justice and humanity are of great importance and value to all our lives.

NOW, THEREFORE, I, Prudence Z. Dana, Mayor of the City of Oxford, Ohio, do hereby proclaim January 21, 2008:

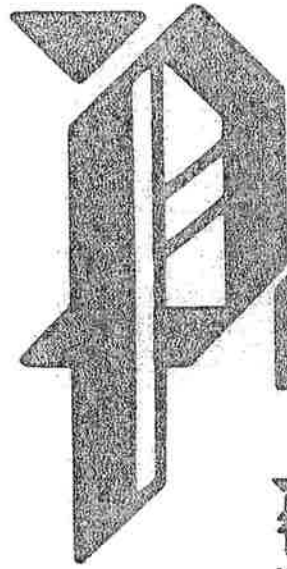
DR. MARTIN LUTHER KING, JR. DAY

in the City of Oxford and urge all citizens to honor Dr. King by showing understanding toward their fellow man, promoting peace, and helping freedom exist everywhere for all people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 11th day of January, 2008.



Prudence Z. Dana
PRUDENCE Z. DANA, MAYOR



Office of the Mayor

Proclamation

Whereas: African and African Americans have a long, proud tradition of literacy excellence; and

WHEREAS, the NCTE Black Caucus and the National Council of Teachers of English are sponsoring the African American Read-In Chain with the endorsement of the International Reading Association in order to bring public notice to the importance of reading and of African American writers' contributions to the American literacy tradition; and

WHEREAS, this literacy campaign, having begun in 1990 and continued throughout the decades, stands as one of the longest running, publicly supported literacy campaigns in the nation; and

WHEREAS, this event will take place at the King Library from 1:00 p.m. to 4:00 p.m. on February 4, 2008 with organizers and sponsors, Miami University Libraries, and Honorary Co-Chairs.

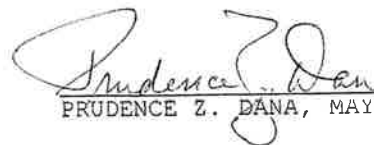
NOW, THEREFORE, I, Prudence Z. Dana, Mayor of the City of Oxford, Ohio, do hereby proclaim February 4, 2008 as,

'AFRICAN AMERICAN READ-IN CHAIN DAY'

and urge all citizens of all ethnic groups to support this most worthwhile effort to make the celebration of literacy a traditional part of Black History Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 11th day of January, 2008.




PRUDENCE Z. DANA, MAYOR

A regular meeting of the Oxford City Council was called to order by Mayor Prue Dana on Tuesday, December 18, 2007 at 7:30 p.m. Those members present were Ken Bogard, Doug Ross, Alysia Fischer, Kate Currie, and Richard Keebler. Greig Rutherford was excused.

Staff members present: Mr. Doug Elliott, City Manager; Mr. Mike Dreisbach, Service Director; Mr. Steve Schwein, Police Chief; Mr. Len Endress, Fire Chief; Ms. Kim Newton, Assistant to the City Manager; Mr. Jung-Han Chen, Community Development Director; Ms. Harlita Robinson, Finance Director; Mr. Steve McHugh, Law Director; Ms. Donna Heck, Clerk of Council and Ms. Mary Ann Eaton, Deputy Clerk of Council.

**ADJOURN TO
EXECUTIVE SESSION**

Mr. Bogard moved to adjourn to Executive Session at 7:15 p.m. in accordance with Ohio Revised Code section 121.22 (G) for the purpose of discussing (1) appointment of public officials. Ms. Fischer seconded. The motion passed by the following roll call:

AYE: Ms. Currie, Ms. Fischer, Mr. Keebler, Mr. Bogard, Ms. Dana (5)

NAY: None (0)

ABS: None (0)

Mr. Ross arrived at 7:19 p.m.

**RETURN FROM
EXECUTIVE SESSION**

Ms. Fischer moved to return from Executive Session at 7:28 p.m. Ms. Currie seconded. The motion passed by the following roll call:

AYE: Ms. Dana, Ms. Fischer, Mr. Ross, Mr. Keebler, Ms. Currie, Mr. Bogard (6)

NAY: None (0)

ABS: None (0)

Mayor Dana requested the 'Pledge of Allegiance'

APPROVAL OF AGENDA

Mr. Bogard moved to approve the agenda. Ms. Fischer seconded. The motion passed 6-0-0.

PUBLIC COMMENTS

Ms. Bobbe Burke, 722 David Dr., noted the recent visit by a representative from the Butler County Environmental Services who made a presentation before Council. Ms. Burke advised following that meeting, a group convened to investigate the possibility of increasing the amount of recycling in the City. Ms. Burke stated as of Friday, a grant proposal was submitted to Butler County Environmental Services for a pilot project to do recycling at Candlewood Apartments. Ms. Burke noted the participants involved. Ms. Burke outlined the project.

Ms. Connie Elliott, 5201 College Corner Pike, advised she had the previously requested information and provided Council with a copy of the items included in each emergency kit. Ms. Elliott noted she had given out two kits so far.

Mayor Dana thanked Ms. Elliott.

Ms. Elliott stated 42 flashlights had been donated from the Rayovac Corporation.

PROCLAMATION **'LARRY FINK DAY'**

Mayor Dana read the Proclamation and presented it to Mr. Fink.

Mr. Keebler noted Mr. Fink attended Miami as a student and joined the fire department shortly after his arrival. Mr. Keebler thanked Mr. Fink for his time and service.

Mr. Larry Fink noted it had been an honor and privilege to serve the fire department. Mr. Fink noted the members of the department in attendance.

PROCLAMATION **'BILL OF RIGHTS DAY'**

Mayor Dana read the Proclamation and presented it to representatives from the Oxford Bill of Rights Defense Committee, the Oxford Citizens for Peace & Justice Committee, and Students Promoting Equality and Kindness from Talawanda High School.

RECGONITION

Chief Schwein introduced Adam Pennington and Tyler Smith. Chief Schwein explained how Mr. Pennington and Mr. Smith were on their way to a Cincinnati Bengals football game when the gentleman they were with (Jace Prows) suffered a seizure. Chief Schwein noted due to the quick thinking of the young men, a tragic event was avoided. Chief Schwein commended both Mr. Pennington and Mr. Smith for their quick thinking and reactive efforts. Chief Schwein presented each with a certificate and thanked them.

Chief Schwein advised Mr. Pennington and Mr. Smith did miss the Bengals game that day, and upon contacting the Bengals, they presented tickets to both Mr. Smith and Mr. Pennington for the upcoming game against the Cleveland Browns.

Mayor Dana recognized both Mr. Pennington and Mr. Smith and thanked them.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Mr. Keebler moved to appoint Mr. John Barnhart to the Board of Zoning Appeals for a term expiring June 30, 2010. Ms. Fischer seconded. The motion passed 6-0-0.

NOTICE TO LEGISLATIVE AUTHORITY

Stock Transfer for Kona Bistro and Coffee Bar Inc. 31 W. High St. 1st Floor, Basement, and Patio, Oxford, Ohio 45056.

Chief Schwein advised this was a transfer of ownership. Chief Schwein noted Kona was a premier establishment as far as obeying Ohio State liquor laws.

Ms. Fischer explained it is not, in fact, a change of ownership but an internal change of stock.

Mr. Bogard moved to accept the notice without comment. Ms. Fischer seconded. The motion passed 6-0-0.

CONSENT AGENDA

Mr. Keebler requested removal of item A. Minutes and item G. Resolution. Ms. Fischer requested removal of item B. Minutes.

REPORTS

Report regarding the November 26, 2007 Civil Service Commission Meeting. (Donna Heck, Human Resources Director)

Report regarding the November 28, 2007 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

Report regarding the December 4, 2007 Civil Service Commission Special Meeting. (Donna Heck, Human Resources Director)

Report regarding the December 5, 2007 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)

Ms. Fischer moved to approve the consent agenda. Mr. Bogard seconded. The motion passed 6-0-0.

MINUTES

Minutes of the November 20, 2007 City Council Meeting. (Mary Ann Eaton, Deputy Clerk of Council and Janice Grill) **(Tabled)**

Mr. Bogard moved to remove the minutes from the table. Ms. Fischer seconded. The motion passed 6-0-0.

Mayor Dana advised the minutes were tabled due to a Council member being absent at the last meeting.

Ms. Fischer moved to approve the minutes. Mr. Ross seconded. The motion passed by the following roll call:

AYE: Mr. Ross, Mr. Bogard, Ms. Fischer, Ms. Dana (4)

NAY: None (0)

ABS: Mr. Keebler, Ms. Currie (2)

Minutes of the December 4, 2007 City Council Meeting. (Mary Ann Eaton, Deputy Clerk of Council and Janice Grill)

Ms. Fischer noted a correction on page 31 of the agenda.

Ms. Fischer moved to approve the minutes as corrected. Ms. Currie seconded. The motion passed 6-0-0.

RESOLUTION

RESOLUTION **AGREEMENT WITH** **R.A. MILLER**

Resolution No. 4314 authorizing the City Manager to enter into an agreement with R.A. Miller Construction Co. Inc. for improvements to Locust Street at a cost of \$155,070.00 plus a 10% contingency in the amount of \$15,507.00 for a total cost not to exceed \$170,577.00. (Mike Dreisbach, Service Director)

Mr. Dreisbach noted late last summer, Walgreen's completed their road improvements at Locust and Spring Streets, including new sidewalks, curbs, gutters and traffic signals.
Mr. Dreisbach advised phase two of North 27 was ceasing construction for the winter.

Mr. Dreisbach explained in between the two projects, there was approximately 800 feet of unimproved Locust Street. Mr. Dreisbach outlined the unusual circumstances surrounding this case. Mr. Dreisbach noted the commitment for federal dollars to cover the right-of-way costs for phase three of Route 27. Mr. Dreisbach noted he did seek permission from Mr. Elliott to bring this before Council, staff designed the improvements, and bids were sought and received.

Ms. Currie asked if construction would begin in the spring when the weather was more conducive to road construction.

Mr. Dreisbach noted the money would be encumbered in '07 dollars, and work would commence in March or April.

Mr. Keebler referred to the design, and asked if the height and alignment of the road would be addressed to increase visibility.

Mr. Dreisbach noted the alignment issue would be field addressed. Mr. Dreisbach advised they would use a thicker layer of asphalt at the bottom of the slope and taper it out as best as possible. Mr. Dreisbach noted between the thickness of the asphalt, the fresh markings, and possibly reflective delineators at the center line, safety should be greatly improved.

Mr. Keebler suggested widening the crossing and Mr. Dreisbach stated that could be done.

Ms. Fischer noted the crossing had been addressed previously, and asked Mr. Dreisbach what the City had control over as it related to CSX and their ownership of the property.

Mr. Dreisbach explained CSX was the owner of the right-of-way. Mr. Dreisbach noted their desire to be cooperative, but the timing made it difficult for them to follow through. Mr. Dreisbach noted the City's ability to pave right up to the rail on Spring Street under the supervision of CSX. Mr. Dreisbach noted the intention to continue to work cooperatively with CSX to get a better project.

Ms. Fischer noted the positive input from citizens regarding the completed construction. Ms. Fischer voiced concern regarding the lack of sidewalks in some areas.

Mayor Dana suggested the installation of a sidewalk would positively benefit the adjacent businesses.

Mr. Bogard asked if the carwash that was approved would address the improvements at the intersection.

Mr. Dreisbach noted they had been working with the City Engineer on those improvements.

Mr. Bogard moved to adopt Resolution No. 4314. Ms. Fischer seconded. The Resolution was adopted by the following roll call:

AYE: Ms. Dana, Mr. Ross, Mr. Bogard, Ms. Fischer, Mr. Keebler, Ms. Currie (6)

NAY: None (0)

ABS: None (0)

RESOLUTIONS

RESOLUTION **AGREEMENT** **WITH GRANICUS**

Resolution No. 4315 authorizing the City Manager to enter into an agreement with Granicus, Inc., a California Corporation, for internet broadcasting and archiving of local government public meetings and records. (Kim Newton, Assistant to the City Manager)

Ms. Newton noted a previously held work session and presentation in September by Granicus. Ms. Newton outlined the services offered by Granicus including improving communication with the public by providing on demand and live video of all public meetings. Ms. Newton noted there were three public meetings included in the proposal; Council, Planning Commission and Board of Zoning Appeals. Ms. Newton explained the public could view the meeting live. Ms. Newton explained on demand meant the public could access both the meetings and the agenda any time they desired. Ms. Newton noted the ability to provide public broadcasting and public education.

Mr. Bogard asked when the process would begin and if past meetings would be available.

Ms. Newton noted previous Council and Planning Commission meetings could be uploaded along with the agenda, and would be available on the website for up to a year. Ms. Newton advised there was a media vault, which would archive several years of meetings.

Ms. Fischer noted the amount of staff time saved by this service, and voiced her approval.

Mayor Dana asked for an elaboration on the amount of time staff presently expends on minute preparation.

Ms. Newton advised there would still be public access on the cable channel for those who do not have Internet. Ms. Newton noted there would be a time savings regarding records searches performed by staff. Ms. Newton explained the agenda would be uploaded along with the minutes and roll call. Ms. Newton advised the minutes would be prepared during the meeting, with Ms. Eaton editing them the following day.

Ms. Heck noted the Granicus system would require some training and advised there would be an adjustment period. Ms. Heck noted the ease of searching for subject matter within a meeting.

Mayor Dana inquired upon approval, when the program would start and how much training would be required.

Ms. Newton stated it would be a maximum of 60 to 75 days. Ms. Newton advised representatives from Granicus would be on site for four days to train staff. Ms. Newton noted there was online support known as Granicus College.

Ms. Linda Kimble, 724 Melinda Drive, stated she had an occasion several years ago to make a public records request, and staff could not retrieve the record because it was no longer held. Ms. Kimble asked if this system was a repository for public records.

Ms. Newton advised all written documentation regarding the published meetings would be attached to the video and would be available.

Mr. Keebler noted it was not meant to be a repository of every record the City held.

Ms. Fischer noted the new copier had the capability to store documents that were scanned.

Mr. Elliott advised that since he was not present during the Granicus presentation, upon consultation with Mr. Dreisbach, Ms. Newton and Ms. Heck, stated he was very impressed with the system. Mr. Elliott noted Oxford would be the first community in Ohio to utilize this system. Mr. Elliott stated this should increase the involvement of citizens while providing a savings to the City in minute preparation.

Mr. Bogard moved to adopt Resolution No. 4315. Ms. Fischer seconded. The Resolution was adopted by the following roll call:

AYE: Mr. Bogard, Ms. Fischer, Mr. Keebler, Ms. Currie, Mr. Dana, Mr. Ross (6)

NAY: None (0)

ABS: None (0)

RESOLUTION
MODIFYING THE AGREEMENT
WITH ME COMPANIES

Resolution No. 4316 authorizing the City Manager to modify an agreement with ME Companies for the U.S. 27 North Right-of-Way acquisition and construction – Phase III at a cost of \$184,005.00 plus a ten percent contingency of \$18,400.00 for a total not to exceed cost of \$202,405.00. (Mike Dreisbach, service director)

Mr. Dreisbach noted phase two construction was coming to an end on Route 27, with the winter slow down, picking up again in March or April when weather permits. Mr. Dreisbach noted staff was continuing to prepare for phase three improvements, which would go from Merry Day out to the City limits. Mr. Dreisbach advised the detailed engineering plans were approximately 99 percent complete, and it was time to acquire the necessary right-of-way or temporary construction easements for that phase of the project. Mr. Dreisbach noted federal funds would be utilized to acquire the necessary property and easements; however, the City had the responsibility to engage the consultant who would acquire the approximate 45 parcels involved. Mr. Dreisbach advised ME Companies had been retained in phase two, and there were many positive comments regarding them, along with a few negative comments. Mr. Dreisbach noted in light of that, he asked both Mr. Elliott and Mr. McHugh if it would be possible to amend the existing contract. Mr. Dreisbach noted Council had previously authorized CDBG funds to be used for this purpose with the balance coming from the CIP.

Mayor Dana asked for clarification regarding the amendment of the contract.

Mr. McHugh referred to page 56 of the agenda where the resolution called for a modification of the agreement with ME Companies.

Mr. Keebler inquired if this was the amount being paid for professional services or the cost of acquisition.

Mr. Dreisbach noted this was the cost for professional services. Mr. Dreisbach advised the costs to actually pay property owners for either property or easements would come from federal dollars.

Mr. Bogard noted most of the property from Merry Day to the city limits was residential and should result in fewer problems regarding acquisitions.

Ms. Currie moved to adopt Resolution No. 4316. Ms. Fischer seconded. The Resolution was adopted by the following roll call:

AYE: Ms. Fischer, Mr. Keebler, Ms. Currie, Ms. Dana, Mr. Ross, Mr. Bogard (6)

NAY: None (0)

ABS: None (0)

RESOLUTION
ANNEXATION PETITION

Resolution No. 4317 accepting the annexation petition from Annabelle and Harry Paulin for 54.577 acres of land bounded by Fairfield and Contreras Roads, in the Township of Oxford, Ohio; consenting to said annexation; and adopting a statement of services the City of Oxford will provide to proposed territory to be annexed to the City of Oxford, pursuant to a petition filed with the Board of Commissioners of Butler County, Ohio, by Timothy H. Myers, agent for the petitioners. (Jung-Han Chen, Community Development Director)

Mr. Chen noted this came before Council in August of 2006, and explained the delay in bringing it back before the County Commissioners. Mr. Chen advised because of the delay, there were concerns raised by the County Prosecutor that it may not conform to annexation procedures, prompting the Prosecutor's office to urge the petitioner to re-file. Mr. Chen noted the property was situated west of the Knolls of Oxford. Mr. Chen advised the City had entered into an agreement with the property owners as well as an agreement with the County Engineer's Office regarding roadway maintenance. Mr. Chen offered to address any questions or concerns.

Mr. Ross inquired about sidewalks and the OATS trail.

Mr. Chen stated in the agreement, the property owner agreed to set aside land for the bike trail. Mr. Chen noted sidewalk installation would be reviewed and determined through the subdivision regulations.

Mr. Bogard inquired about the time line for development.

Mr. Chen stated there had been no time line provided. Mr. Chen noted there was a preliminary sketch plan presented to staff for negotiation purposes.

Ms. Fischer referred to Resolution No. 4278 on page 64 of the agenda, which was adopted in July, with the attached annexation agreement. Ms. Fischer noted that the present resolution would accept the petition. Ms. Fischer asked if the annexation agreement would remain in effect and Mr. Chen stated it would remain in effect.

Mr. McHugh suggested the possibility of obtaining a reaffirmation agreement.

Ms. Fischer referred to page 66 of the agenda, number five, which stated, "the cost to connect to the existing nearest municipal water service to the property will be the City's responsibility." Ms. Fischer asked if this was usually done in the "normal course of business."

Mr. Chen noted that was the agreement executed in 1988.

Mr. Dreisbach noted the reason this was beneficial to the City was it allowed water service to the Community Park.

Ms. Fischer referred to page 66 of the agenda, items number six and eight, and requested a spelling correction, "forth" to forty percent.

Mr. Bogard moved to adopt Resolution No. 4317. Ms. Currie seconded. The Resolution was adopted by the following roll call:

AYE: Mr. Ross, Mr. Bogard, Ms. Fischer, Mr. Keebler, Ms. Currie, Ms. Dana (6)

NAY: None (0)

ABS: None (0)

ORDINANCES **FIRST READING**

An Ordinance Accepting The Annexation Petition From Jack Thacker, Donna Thacker, and Ned Hoelzer For 1.7 Acres Of Land In The Township Of Oxford, Ohio And Accepting Said Territory To Be Annexed. (Jung-Han Chen, Community Development Director)

Mr. Chen noted this was the first reading of the last step of the annexation process. Mr. Chen referred to an overhead presentation and outlined the property to be annexed. Mr. Chen advised the Planning Commission determined there must be a second egress in the subdivision regulation and the annexation provided the second egress to 27 North. Mr. Chen noted the petition request was heard in October and County approval was previously obtained.

Mr. Ross asked for clarification regarding possible problems in the future.

Mr. Chen stated without the second egress to 27 North, all traffic would be diverted up to University Park Boulevard.

Ms. Fischer noted the Planning Commission had requested a second egress due to emergency vehicle access.

ORDINANCES
SECOND READING

An Ordinance No. 2992 Approving A Conditional Use Permit To Permit A Bed And Breakfast In An Existing Residence Located At 6244 Hester Road. (Jung-Han Chen, Community Development Director)

Mr. Chen stated he has no additional information, but would provide answers to Mr. Rutherford's inquiries. Mr. Chen stated in accordance with the Zoning Code, the approval of the conditional use had to be specific to the location and stays with the land. Mr. Chen stated the actual amount of acreage was taken from the survey, which was .967 acres. Mr. Chen noted the proposed Ordinance stated that the bed and breakfast use would be restricted to two bedrooms only.

Mr. McHugh noted Zoning Code Section 1147.01(c) and 1147.02(e)(1), which addressed conditional use.

Mayor Dana noted the decision standards on page 94 of the agenda.

Ms. Fischer moved to adopt Ordinance No. 2992. Ms. Currie seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Keebler, Ms. Currie, Ms. Dana, Mr. Ross, Mr. Bogard, Ms. Fischer (6)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS

Mayor Dana asked for a review of the Property Maintenance Code, Section 404, Occupancy Limitations, and requested staff to provide interpretations regarding some recent inquiries.

Ms. Fischer noted she had received comments as well.

Mr. Keebler noted the intent of having the Planning Commission review the Property Maintenance Code. Mr. Keebler noted the interrelationship between the Building Code, the Maintenance Code and the Zoning Code.

Mr. Elliott thanked Council for their vote of approval for the Granicus system.

Mr. Elliott noted he attended a public information meeting held by ODOT this evening regarding an intersection improvement project at US 127 and State Route 73, which would include providing turn lanes and a traffic signal at that location. Mr. Elliott stated ODOT provided three options and were accepting comments for approximately two weeks.

Mr. Elliott reminded Council of the Council retreat scheduled for January 7, 2008 at Hueston Woods from five to nine p.m.

Mr. Elliott wished all a happy holiday.

Mr. Chen noted the Uptown Zoning District discussion would be held January 8, 2008 during the Planning Commission meeting.

Ms. Robinson stated the Finance Department planned to undertake a mailing to all city residents notifying them of the new income tax requirements.

Mayor Dana commended Ms. Dale on her work with the Steering Committee for the Comprehensive Plan Update, and outlined some of her accomplishments.

Mr. Bogard noted the upcoming project at the intersection of 73 and 177.

Mr. Bogard noted the passing of Marge Barker and Tom Gilmore.

Mr. Bogard noted the Oxford Township Comp Plan Committee continued to meet and was finalizing the goals and objectives of the plan.

Ms. Fischer noted a tentative date for the ad hoc/University committee was set for February 4, 2008 at 3:30 p.m.

Ms. Fischer noted a meeting with the Talawanda School Board was scheduled for February 11, 2008 at six p.m. prior to their regularly scheduled meeting.

Ms. Fischer suggested a work session with NIC.

Mr. Keebler wished all happy holidays.

Ms. Currie noted her desire to utilize some of the intellectual resources in town to apply for grants for City improvements.

Mayor Dana noted the School Board would be discussing facilities Wednesday night, December 19, 2007.

Mayor Dana noted the Miami University bicentennial in 2009 and the City's bicentennial in 2010 and requested suggestions for these celebrations.

ADJOURN

Mr. Bogard moved to adjourn at 9:05 p.m. Ms. Fischer seconded. The motion passed 6-0-0.

CITY OF OXFORD STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 15, 2008

Jung-Han Chen
Prepared By

Account Code No. #:

Budgeted Amount:

December 20, 2007
Date Prepared

Agenda Title: Planning Commission Meeting Report – December 11, 2007

Recommendation: N/A

DISCUSSION:

Public Hearing

PC-23-2007 Conditional Use Permit - to allow for a new drive-through banking facility in the General Business District located at 10 North Locust Street, **Scott Webb, Architect, Applicant.**

This case was first presented to the Planning Commission at their October meeting. During the meeting, concerns were raised regarding the design and orientation of the proposed building, as well as potential traffic generated from the use onto public streets. The Planning Commission advised the Applicant to redesign the building to address their concerns. After giving the Applicant additional time for a redesign proposal, the Planning Commission learned the design was the same as originally presented. At the December 11, 2007 meeting, a 0-7-0 vote was taken by the Planning Commission recommending City Council deny this Conditional Use application for failing to meet the decision standards.

Staff also provided an update regarding balconies/decks as requested by the Planning Commission. The Planning Commission would like to incorporate this topic during review of the Mile Square design guidelines coming up for discussion in the next few months.

Staff provided additional information for the members to contemplate the concept of cluster design in the subdivision regulations. Future workshops will be scheduled to discuss changes to these regulations.

The next regular meeting is scheduled for January 8, 2008.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

[Signature] 12/20/07

[Signature] 1/1/08

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 15, 2008

Kathryn A. Dale
Prepared By

Account Code No. #:

Budgeted Amount:

December 21, 2007
Date Prepared

Agenda Title:	Board of Zoning Appeals- December 19, 2007 Meeting Report
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Recommendation:	N/A
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Discussion:

BZA-13-2007 10 N. Locust Street Variance to Section 1143.12(d)(2)(D), Section 1149.05(e)(3)(D), Section 1143.12(d)(3) allowing for queuing spaces in front setback area at proposed new bank with a drive-through facility and for a principal front entrance not facing the street, Scott Webb, Applicant, Architect (Tabled) (Modified).

Staff shared that the application was modified by the Applicant to include the section regarding the positioning of the building. Staff stated that notices were resent and shared the action of the Planning Commission regarding the Conditional Use recommendation for denial at their December 11, 2007 meeting. Applicant provided and slide show of layout and building elevations. Applicant stated that there was no other way to position the building and that even if the building were 'flipped' an exit drive would be necessary in the front yard setback. Board voted 5-0 to deny the request on the basis that the BZA decision standards B, D, E, F & G were not satisfied.

BZA-14-2007 120 W. Sycamore Variance to Section 1143.03(c)(2)C allowing for side yard setback, Robert Blackburn, Owner, Applicant

Staff presented the facts of the case and that the Applicant was requesting a one-foot side yard setback variance for a new single-family house on a nonconforming lot and that all other applicable requirements were satisfied. Board voted 5-0 to approve the request on the basis that all of the BZA decision standards were satisfied.

BZA-15-2007 6405 Contreras Variance from Section 1129.01, and Section 1141.01(a)(1)G to allow for an accessory structure constructed without a permit and location in the front of a primary structure, Scott Webb, Architect, Applicant

Staff presented the facts of the case and that the Applicant was requesting permission to continue to allow an accessory building in front of the primary structure that was constructed without proper permits. The Applicant shared that this was truly a mistake and did not realize this provision of the code existed. There was much discussion about when the building was constructed, and how much of the building was constructed at the time it was discovered permits were necessary. Many Board members voiced that decision standard C was not met. This standard states that *"The conditions upon which the application is based are not the result of actions of the applicant"*. Legal Council advised that additional criteria should support item C and shared case law about the intent of item C. Three motions were made without being seconded. The fourth motion made was to deny the request on the basis that decision standards C, D & E were not satisfied. The Board voted 3-2 to deny the request.

BZA-16-2007 6180 Contreras Variance from Section 1137.06(c) and Section 1143.02(c)(2)B to allow for building of a screened patio and bedroom extension over an existing patio **Jerry Morris, Owner, Applicant**

Staff presented the facts of the case and that the Applicant was requesting permission to enclose a patio on the rear of the house as well as provide a bedroom addition where an existing patio was located, both encroaching into the required rear yard setback. Staff shared that the Applicant had requested a rear yard setback when the house was constructed in the late 1980's, but that these proposed additions would encroach beyond what they were given permission for in 1986. The Board deliberated whether or not these were the minimum variances being requested because some members felt that the bedroom addition could be placed on the side of the house, thus possibly alleviating the need for one of the variances. The Board voted 4-0-1 to approve the request on the basis that all the decision standards were satisfied.

BZA-17-2007 13 W. Chestnut St. Variance from Section 1143(c)(2) to allow for addition of a second story to an existing one story house, **April Myers, Agent, Applicant**

Staff presented the facts of the case and that the Applicant was requesting a second story addition to a single-family house. The Applicant wished to utilize the existing footprint; however, the existing footprint was a nonconforming structure that did not satisfy the current side yard setback requirements by 1.9 feet. The Board voted 5-0 to approve the request on the basis that all the decision standards were satisfied.

The next regular meeting is scheduled for January 16, 2008.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

jhc 12/21/07

[Signature] 1/11/08

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 15, 2008

Kathryn A. Dale
Prepared By

Account Code No. #:

Budgeted Amount:

January 3, 2008
Date Prepared

Agenda Title: HAPC Meeting Report – January 2, 2008

DISCUSSION:

Request for Review:

None.

Announcements:

Ms. Jackie Hunt asked Mr. Mike Smith, Chair to write a letter to the CHAPS publication regarding their December article concerning Oxford Preservation. Many members agreed they were disappointed with the tone of the article.

New Business:

None.

Old Business:

Historic District Brochure

Ms. Henderson stated that her student was working on and finalizing the details over winter break and should have the final version for the next meeting.

Township House Update

Ms. Henderson shared that the building was moved to Pioneer Farm on December 20, 2007. She said it had not been set on the foundation yet, but hoped it would be in the coming week. Mrs. Dale shared that she added numerous pictures and a video link about the move on the City's website.

Historic Inventory & Demolition Language

The HAPC reviewed comments received by the Planning Commission at their joint work session held December 11, 2007. HAPC made modifications to the regulations as a result of those comments. Ms. Dana asked Ms. Dale to try to schedule a joint work session for February 5 or 6 between City Council and the HAPC prior to bringing back to City Council. Ms. Dale explained this would provide new City Council members with awareness of the proposed changes and City Council could have informal discussions with HAPC for any clarifications or questions that may be necessary.

Administrative Findings/Approvals:

Members requested staff look into 14 N. Poplar (Methodist Church) if entry modifications were made without proper review.

Other Business:

Ms. Dale shared that Tom Kacachos asked if the HAPC would mind having the awning over 26 W. High removed during the façade renovations. Consensus was made that the awning could be removed, but they would like to see a sketch of what the building entrance would look like if the awning were permanently removed.

Ms. Dana asked if an annual report for HAPC could be completed. She stated the last one she had received was in 2004. She also shared that she came across some information for tax credits offered by the state for renovations and would forward the information to Ms. Dale. Lastly, she offered the opportunity for anyone interested to serve on a committee for the Miami University 2009 Celebration.

The next regular HAPC meeting is scheduled for February 6, 2008.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JHC 1/13/08
[Signature] 1/11/08

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Police
Original Department

Council Meeting Of: 01/15/08

Matt Franke

Account Code No. #: 140.110.52520

Prepared By

Budgeted Amount: \$ 132,000.00

01/02/08

Date Prepared

Agenda Title:	Resolution authorizing the purchase of four Ford Crown Victoria Police Interceptors from Statewide Ford Lincoln Mercury, Inc. at or below state contract pricing for cost not to exceed \$88,000.00.
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Recommendation:	Approve the resolution.
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Discussion: This resolution will allow the purchase of four Ford Crown Victoria Police Interceptors as part of our annual vehicle replacement schedule. These four cars will replace the remaining 1999 and the three 2000 Crown Victorias currently assigned to first line patrol use; those cars would then be assigned to secondary uses by the police, use by another department or sale at auction. Our vehicle plan is based upon eight years as a primary patrol vehicle; we have been able to extend the police service to ten years for secondary uses such as Investigations, Administrative, School Resource, Parking Control and Citizen Patrol. However, our experience demonstrates that, after eight years, the cars no longer have the ability to survive the intense use by first responders; our recent experience confirms that maintenance costs begin to increase significantly after eight years. We have attempted to extend the vehicle service life to ten and even eleven years with modest success. That success is due, however, to our ability to retire any vehicle when those costs escalate without compromising our primary patrol function. The eight year limit on first line patrol is necessary to maintain a safe patrol fleet and this request allows us to continue with our approved and proven vehicle replacement schedule. The Crown Victoria is again selected based upon its past performance with the city, size, comfort and suitability for city police service. Overall, it has performed well during the increased life expectancy of our replacement scheduling. The Crown Victoria continues to offer more benefits for our needs at a comparative cost which includes the recommended trunk safety package and, new this year, side air bags. The additional interior space for both driver and equipment and the demonstrated service life continues to make it the best choice of the police pursuit models. The remaining funds in the account are used to equip the vehicles for police service.
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Approved By:

	Initial	Date
Department Head:	<u>SDS</u>	<u>1/14/08</u>
City Attorney:	<u>[Signature]</u>	<u>1/14/08</u>
City Manager	<u>[Signature]</u>	<u>1/14/08</u>

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STATEWIDE FORD LINCOLN MERCURY, INC. FOR THE PURCHASE OF FOUR NEW 2008 FORD CROWN VICTORIA POLICE INTERCEPTORS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$88,000.00.

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

SECTION 1: Council hereby authorizes the Police Department to purchase four Police Crown Victoria Interceptors at State Contract pricing at a cost not to exceed \$88,000.00.

SECTION 2: The City Manager is hereby authorized to enter into a contract with Statewide Ford Lincoln Mercury, Inc. for the purchase of four Police Crown Victoria Interceptors at a cost not to exceed \$88,000.00. Said amounts shall be paid by funding which the City Manger and Finance Director are hereby authorized to negotiate and secure on behalf of the City.

SECTION 3: Funds have been appropriated in an amount in excess of the purchase price authorized.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council

Originating Department

Council Meeting Of: January 15, 2008

Mary Ann Eaton

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 11, 2008

Date Prepared

Agenda Title: A Resolution appointing Prudence Z. Dana as Council Representative to the Self Board.

Recommendation:

Discussion: As requested by Jeffrey Diver, Executive Director of the Self Board.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

RAH/MAE 1-11-08

[Signature] 1-11-08

RESOLUTION NO.

A RESOLUTION APPOINTING PRUDENCE Z. DANA AS COUNCIL REPRESENTATIVE TO THE SELF BOARD.

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

SECTION 1: Oxford City Council supports the efforts of the SELF (Supports to Encourage Low-Income Families) Board in helping low-income residents of Butler County to achieve self sufficiency.

SECTION 2: Council therefore appoints Prudence Z. Dana as Council representative to the SELF Board for a term expiring November 26, 2009.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEN BOGARD

PREPARED BY: LAW(STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: January 15, 2008

Account Code #: 2008 Appropriation Pending

Budgeted Amount: \$100,000.00

Service Department

Originating Department

Victor Popescu, P.E., City Engineer

Prepared By

December 10, 2007

Date Prepared

Agenda Title: **Final Legislation – Local Public Agency (LPA) Agreement with the Ohio Department of Transportation to Participate in an Urban Paving Project**

Recommendation: **Approve**

Discussion: The Ohio Department of Transportation (ODOT) has evaluated the road condition of certain sections of state routes passing through the corporate limits of Oxford. ODOT has proposed two construction projects to improve the street surface condition of SR 73 and part of SR 732. The scope of work would include a complete milling of the roadway surface up to six inches in depth, placement of asphalt surface, and replacement of street markings. ODOT would pay 80% of project costs under their Urban Paving Program while the City (the Local Public Agency, LPA) would be responsible for 20% of the project costs.

On October 16, 2007, City Council Resolution #4302 approved the Preliminary legislation for subject project.

Final legislation is required to proceed with this project. Council has tentatively approved \$100,000 for this project in the proposed Capital Improvement Plan for 2008. The City estimates our costs for the project at approximately \$90,000 at this time. Specific City responsibilities are outlined in the Final Legislation document.

The proposed project limits for this program include the following:

State Route 73 – from Patterson Ave. to the Corporate Limit (approx. at Four Mile Creek)

State Route 732 – From the southern Corporate Limit to Brookville Road.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached Final Legislation as well as to enter into contracts with the Ohio Department of Transportation to complete the project.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial

Date

[Signature]

1/7/08

[Signature]

1/11/08

[Signature]

1/11/08

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN FINAL LEGISLATION AND OTHER CONTRACTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH RESURFACING PORTIONS OF STATE ROUTES 73 AND 732.

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

SECTION 1: The City Manager and Service Director recommend approval of the attached Final Legislation which is incorporated herein by this reference, and related contracts not attached, in connection with a project to resurface portions of State Routes 73 and 732 which run through the City of Oxford, Ohio.

SECTION 2: Said resurfacing is necessary to maintain the safety and integrity of major roads within the City of Oxford, Ohio, and would be undertaken jointly with the Ohio Department of Transportation (ODOT) under their Urban Paving Program, as set forth in the referenced attachment.

SECTION 3: Council has tentatively approved \$100,000 for said project in its Capital Improvement Plan for 2008.

SECTION 4: Council hereby accepts the recommendation of the City Manager and Service Director and approves the attached Final Legislation.

SECTION 5: Council hereby authorizes the City Manager to sign the attached Final Legislation, and to enter into related contracts with ODOT to complete said resurfacing project.

SECTION 6: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED: _____
ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEN BOGARD

PREPARED BY: LAW(STAFF)

FINAL RESOLUTION

The following Final Resolution enacted by the City of **Oxford**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **16th day of October, 2007**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

Plane and pave State Route 73 from Patterson Avenue to the City of Oxford east corporation line and State Route 732 from the City of Oxford south corporation line to Chestnut Street. Install raised pavement markers and pavement markings, lying within the City of Oxford; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear the entire cost and expense of the improvement, less the amount of State funds set aside by the Director of Transportation of the State of Ohio for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the City agrees to assume and bear one hundred percent of the cost of the following items:

- 1. Preliminary Engineering, excluding in-house preliminary engineering charges incurred by the State.**
- 2. Right-of-Way.**

In addition, the City also agrees to assume and bear one hundred percent (100%) of the cost of any construction items requested by the City on the entire improvement, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

The share of the cost of the LPA is now estimated in the amount of **Seventy One Thousand Forty Eight and ---- 00/100 Dollars, (\$71,048.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum of **Seventy One Thousand Forty Eight and - - - 00/100 Dollars, \$71,048.00**, is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **State** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **City Manager** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 20____.

Legislative Authority of the
City of **Oxford**, Ohio

City Manager

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$71,048.00** required for the payment of the cost other than that thereof assumed by the **State** Government, for the improvement of that portion of **State Route 73**, lying within the corporate limits of the City of **Oxford**, more particularly described as follows:

Plane and pave State Route 73 from Patterson Avenue to the City of Oxford east corporation line and State Route 732 from the City of Oxford south corporation line to Chestnut Street. Install raised pavement markers and pavement markings, lying within the City of Oxford; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **Oxford**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2007.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Oxford, Ohio

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Oxford**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

Plane and pave State Route 73 from Patterson Avenue to the City of Oxford east corporation line and State Route 732 from the City of Oxford south corporation line to Chestnut Street. Install raised pavement markers and pavement markings, lying within the City of Oxford .

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Seventy One Thousand Forty Eight and - - - 00/100 Dollars, (\$71,048.00)**
5. The City agrees to assume and bear the entire cost and expense of the improvement, less the amount of State funds set aside by the Director of Transportation of the State of Ohio for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the City agrees to assume and bear one hundred percent of the cost of the following items:
 1. Preliminary Engineering, excluding in-house preliminary engineering charges incurred by the State.
 2. Right-of-Way.

In addition, the City also agrees to assume and bear one hundred percent (100%) of the cost of any construction items requested by the City on the entire improvement, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

6. The LPA agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To provide adequate maintenance for the PROJECT in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

City of Oxford
101 E. High Street
Oxford, Ohio
45056

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL

(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of Oxford**

Director of Transportation

City Manager

Date

Date

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: January 15, 2008

Account Code #: Not Applicable

Budgeted Amount: Not applicable

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

January 3, 2008
Date Prepared

Agenda Title: Preliminary Legislation – Local Public Agency (LPA) Agreement with the Ohio Department of Transportation to Participate in a Project to Rehabilitate a Portion of High Street.

Recommendation: Approve

Discussion:

City Staff requested assistance from the Ohio Department of Transportation (ODOT) to rehabilitate a section of High Street, specifically from Main Street to Beech Street. This section of brick surfaced US 27, is in very poor condition with the road base failing in several sections of the road. The City has requested ODOT use the remaining portion of the FY2005 federal highway funding earmark for this project prior to the funding authorization expiring. The available funding for this project is \$364,000 from the FY2005 earmarked appropriation.

ODOT has agreed to the project and assigned it PID No. 83549. The road section number is "BUT US 27 – 16.14". The project scope involves the removal (and storage) of existing brick; removal of existing concrete/aggregate road base; replacement of aggregate and concrete base, and installation of existing bricks. This work will be an ODOT project and will be managed by ODOT staff (just as US27 improvements on College Corner Pike). In addition to ODOT's scope, City staff will be installing a new ductile iron water main and a buried duct bank below the reconstructed brick surface. At some point in the future, the duct bank could be used for underground wiring for holiday light displays, power for street lighting, fiber optic / telecommunication cable, irrigation water for seasonal flower displays, etc.

Preliminary legislation is required to proceed with this project. While a project of this nature typically requires a 20% match from local funds, in this case, ODOT is applying Toll Revenue Credit to cover the required local match.

Staff recommends City Council approve this Resolution authorizing the City Manager to sign the attached Preliminary Legislation as well as to enter into contracts with the Ohio Department of Transportation to complete the project.

Approved By:

Department Head:

City Manager:

Initial

Date

MBD

1/8/08

[Signature] 1/11/08

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN PRELIMINARY LEGISLATION AND OTHER CONTRACTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE REHABILITATION OF A PORTION OF HIGH STREET (US 27) FROM MAIN STREET TO BEECH STREET.

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

SECTION 1: The City Manager and Service Director recommend approval of the attached Preliminary Legislation which is incorporated herein by this reference, and related contracts not attached, in connection with a project to rehabilitate a portion of High Street (US 27) from Main Street to Beech Street which runs through the City of Oxford, Ohio.

SECTION 2: Said rehabilitation is necessary to maintain the safety and integrity of a major road within the City of Oxford, Ohio, and would be undertaken by the Ohio Department of Transportation (ODOT) utilizing the remaining portion of the FY2005 federal highway funding earmarked for this project as well as a Toll Revenue Credit to cover the required local match.

SECTION 3: Council hereby accepts the recommendation of the City Manager and Service Director and approves the attached Preliminary Legislation.

SECTION 4: Council hereby authorizes the City Manager to sign the attached Preliminary Legislation, and to enter into related contracts with ODOT to complete the rehabilitation project.

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED: _____
ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEN BOGARD

PREPARED BY: LAW(STAFF)

PRELIMINARY LEGISLATION

Rev. 6/26/00

Ordinance/Resolution# _____

PID No. 83549

County/Route/Section : BUT US 27 - 16.14

The following is _____ enacted by the ____ City ____ of Oxford, Butler
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated
described project.

SECTION I - Project Description

WHEREAS, the City has identified the need for the described project:

Rehabilitate a portion of High Street (US 27) from Main Street to Beech Street by
removing the existing brick pavers, replacing the failing concrete base and replacement
of the brick pavers

NOW THEREFORE, be it ordained by the City of Oxford, Ohio,
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the
above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as
follows:

The City agrees to assume and bear one hundred percent (100%) of the Preliminary
Engineering and Right-of-way Phases plus the non-Federal share of the Construction cost
of the subject project.

The City further agrees to pay one hundred percent (100%) of the cost of those features
requested by the City which are not necessary for the improvement as determined by the
State and Federal Highway Administration.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the City shall:

(1) provide adequate maintenance for the Project in accordance with all applicable state and federal laws, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The _____ of said City of Oxford is hereby empowered on
(Contractual Agent) (LPA)
behalf of the City of Oxford to enter into contracts with the Director of Transportation
(LPA)
necessary to complete the above described project.

Passed: _____, 2_____.
(Date)

Attested: _____
(Clerk) (Officer of LPA - title)

Attested: _____
(Title) (President of Council)

This Resolution No. _____ is hereby declared to be an emergency measure to expedite the
(Ordinance/Resolution)
highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

City of Oxford of Butler County, Ohio
(LPA)

I, _____, as Clerk of the City of Oxford, Butler County,
(LPA)
Ohio, do hereby certify that the foregoing is a true and correct copy of _____
(Ordinance/Resolution)
adopted by the legislative Authority of the said City of Oxford on the _____ day
(LPA)
of _____, 2008,
that the publication of such _____ has been made and certified of record
(Ordinance/Resolution)
according to law; that no proceedings looking to a referendum upon such _____
(Ordinance/Resolution)
have been taken; and that such _____ and certificate of publication thereof
(Ordinance/Resolution)
are of record in _____
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this _____ day of _____, 2 008.

(SEAL)
(If Applicable)

Clerk
City of Oxford, Ohio.
(LPA)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Oxford, Ohio
(LPA)

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: January 15, 2008

Account Code #: Not Applicable

Budgeted Amount: Not Applicable

Service Department

Originating Department

Michael B. Dreisbach

Prepared By

January 3, 2007

Date Prepared

Agenda Title: Lease, Utility, and Access Easement Agreement with Butler County

Recommendation: Approve

Discussion: Since Miami University notified the City of Oxford of its intention to decommission the Williams Hall antenna tower, City staff has been working to evaluate other solutions for public safety and City utility communication and data operations. After evaluating possible options, the city owned Municipal Garage site was selected for the construction of an antenna tower comparable to the Williams Hall tower. The City obtained the proper permits for the site including several variances from the Board of Zoning Appeals and a conditional use permit for the site.

Staff attempted to negotiate with the private sector for the construction of a tower without using the capital improvement funds of the City, however negotiations became stalled and the City explored other options. After further evaluation, it became clear that the best alternative would be to partner with Butler County as they were also constructing multiple towers throughout Butler County. City staff, including Sgt. Franke working a special assignment for communication operations with Butler County, met with County staff on numerous occasions and negotiated an agreement for the construction of a tower at the Municipal Garage site. The agreement has favorable terms to the City, and allows for the construction and operation of the tower without investment from the City.

To summarize the attached proposed Agreement (attorney comments have been included for the Council's information), the City will provide the land for the tower and associated equipment and the County will pay for all construction and maintenance costs for the site (the City will also receive \$1 as rent payment from the County). City and County public safety communication equipment will be mounted on the tower, and the possibility exists for private communication equipment to be operated as well to earn revenue for the City and County. Should this possibility come to fruition, a separate Agreement Amendment must be approved by the City prior to installation. The initial term of the Agreement is for five years, with automatic renewal terms of five years. Should the agreement not be renewed, the County will be responsible for dismantling the tower or the City may elect to take possession of the tower.

Staff recommends approval of this agreement with Butler County, and this Resolution will authorize the City Manager to enter into and enforce the Agreement.

Approved By:

Department Head:

City Manager:

Initial

Date



1/8/08



1/10/08

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE, UTILITY, AND ACCESS EASEMENT AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY FOR THE LOCATION AND OPERATION OF A COMMUNICATION TOWER.

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

SECTION 1: The City Manager and Service Director recommend the City Manager enter into a Lease, Utility, and Access Easement Agreement with the Board of County Commissioners of Butler County for the location and operation of a communication tower, set forth in Attachment 'A' attached hereto and incorporated herein for a period of five (5) years with automatic renewal terms of five (5) years. The communication tower will provide a platform for City of Oxford antennas.

SECTION 2: Council hereby authorizes the City Manager to enter into a Lease, Utility, and Access Easement Agreement with the Board of County Commissioners of Butler County for the location and operation of a communication tower, set forth in Attachment 'A' attached hereto and incorporated herein for a period of five (5) years with automatic renewal terms of five (5) years. The communication tower will provide a platform for City of Oxford antennas.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW(STAFF)

**LEASE AND UTILITY AND ACCESS EASEMENT AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS OF BUTLER COUNTY
AND
THE CITY OF OXFORD, OHIO**

Comment [A1]: Separate easement instrument removed. Legal Descriptions only attached as Exhibits.

This Lease and Easement Agreement ("Agreement") is entered into as of the ___ day of _____, 2007, at Hamilton, Ohio, between the Board of County Commissioners of Butler County, Butler County Government Services Center, 315 High Street, Hamilton, OH, 45011 ("Lessee") and the City of Oxford, Ohio, Oxford Municipal Building, 101 East High Street, Oxford, Ohio 45056, ("Lessor") for the use in connection with the operation of a R.C. 307.63 countywide public safety communications system (as such a system is now and may hereafter be defined) to be known as the Butler County Public Safety Communication System (the "System.").

WITNESSETH

IN CONSIDERATION OF the mutual promises and subject to the terms and conditions hereinafter set forth, Lessor and Lessee do hereby agree as follows:

SECTION 1: LEASED PREMISES

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property described in Exhibit A, which description is incorporated herein as if fully rewritten here, ("hereinafter called "Leased Premises") situate in the City of Oxford, Butler County, Ohio. The Leased Premises is part of an overall site plan attached as Exhibit B, which also is incorporated herein as if fully rewritten here.

(b) Lessor does not warrant the above or underground conditions at the Leased Premises are suitable for Lessee's intended use. Lessee has chosen the Leased Premises as a site, and Lessor has not solicited Lessee to locate there. Lessee takes the Leased Premises in its "as is" condition.

(c) Collectively the Leased Premises and the property burdened by the utility and access easement shall be referred to as the "Property".

SECTION 2: GRANT OF UTILITY EASEMENT AND ACCESS EASEMENT

Comment [A2]: No separate easement instrument exists any longer.

(a) Utility Easement. In connection with and for so long as this Lease remains in effect, Lessor hereby grants to Lessee a utility easement for the benefit of the Leased Premises. This utility easement is described in Exhibit C attached to this Lease, and that description is incorporated herein and made a part hereof as if it was fully rewritten here. This utility easement shall be for the use and enjoyment of the facilities on the Leased Premises in order to permit them to be provided with energy and telephone access. By way of illustration and not by way of limitation, energy may be needed for security lighting, alarm systems, aerial warning lights, and for powering all equipment used on the Leased Premises. At its own expense, Lessee, its employees, contractors, or crews of a local public utility shall enjoy the right to install utility improvements within this utility easement above or below ground for the benefit of the Leased Premises. If any such improvements are constructed above ground, Lessee shall enjoy the right to relocate, at its own expense, aerial interferences with the utility improvements to a location designated by Lessor. If interference or conflict should develop underground between utility infrastructure uses within the utility easement, Lessor shall have the right to determine which infrastructure use shall yield or adjust its facilities to the existing improvement within the

easement. Lessee shall have a duty to safely, prudently, and without undue delay construct, operate, repair, replace, maintain and eventually remove any utility infrastructure located within the easement. All concrete footers or structures must be removed one (1) foot below the top of the surface. If sufficient space has not been provided within the easement granted to safely construct, operate, repair, replace and maintain any utility infrastructure located within the easement, upon Lessor's prior written approval, Lessee shall enjoy the right to temporarily use adjacent ground, owned or controlled by Lessor, to operate equipment upon to engage in construction, operation, repair, replacement and maintenance activity. Following any disturbance of the earth for the enjoyment of this easement, Lessee shall restore the disturbed earth to its former appearance and apply grass seed or surfacing material as was the case preceding the activity.

(b) Access Easement. In connection with and for so long as this Lease remains in effect, Lessor hereby grants to Lessee an access easement between a public roadway and the Leased Premises for the benefit of the Leased Premises. This access easement is described in Exhibit D attached to this Lease, and that description is incorporated herein and made a part here of as if it was fully rewritten here. Lessee shall either have control this access easement or the right to utilize it twenty-four hours a day every day. This access easement shall be intended for ingress to and egress from the System on the Leased Premises in order to permit them to be made accessible to responsible persons having reason to safely, prudently, and without undue delay construct, operate, repair, replace, maintain and eventually remove any communication infrastructure, facilities or equipment located on the Leased Premises. By way of illustration and not by way of limitation, access may be needed by county personnel, maintenance and repair subcontractors, or other users of the facilities on the Leased Premises. At its own expense, Lessee shall enjoy the right to improve this access easement with a paved roadway upon written approval from Lessor. If any such improvements are constructed above ground, Lessee shall enjoy the right to relocate, at its own expense, aerial interferences with the utility improvements to a location designated by Lessor. Lessee shall have a duty to safely, prudently, and without undue delay construct, operate, repair, replace, maintain and eventually remove any improvements located within the easement. If sufficient space has not been provided within the easement granted to safely gain access to the Leased Premises in order to construct, operate, repair, replace or maintain any infrastructure located on the Leased Premises, upon Lessor's prior written approval, Lessee shall enjoy the right to temporarily use adjacent ground, owned or controlled by Lessor, to access the Leased Premises in order to engage in construction, operation, repair, replacement and maintenance activity on the Leased Premises. Following any disturbance of the earth for the enjoyment of this easement, Lessee shall restore the disturbed earth to its former appearance and apply grass seed or surfacing material as was the case preceding the activity. While the access easement will commence on a public road, no part of a public road shall be part of the access easement.

SECTION 3: PURPOSE

(a) The purpose of this Agreement is to enable Lessee to use the Leased Premises as a site for some portion of the System as well as, where possible, for Lessee to co-locate other telecommunications providers in order to avoid proliferation of cellular towers and provide a revenue source to offset against the operating costs of the System.

(b) The purpose of the utility easement made a part of this Lease is to allow the Leased Premises to be provided with necessary power for operation of both System and other facilities which may, from time to time, be located on the Leased Premises. The purpose of the access easement made a part of this Lease is to allow the Leased Premises to be accessed by persons having legitimate need to access the Leased Premises for care, maintenance, repair, replacement, rehabilitation, rebuilding, reconstruction, modernization, operation and finally

removal of both System and other facilities which may, from time to time, be located on the Leased Premises.

SECTION 4: INITIAL AND RENEWAL TERMS

The Initial Term of this Agreement shall be for a period of five (5) years beginning on the date this instrument, as set forth above, and ending on the fifth anniversary date of this Agreement ("Initial Term").

Provided: (a) the System as a whole or this site in particular has not previously been disassembled and relocated, discontinued, or abandoned by Lessee, (b) Lessee or Lessor has not provided the other party with a Notice of Termination or Cancellation of this Agreement at least sixty (60) days prior to the anniversary date of the initial or any Renewal Term as defined herein, (c) Lessee is not in material default of its rights or duties hereunder, and (d) Lessee has paid Lessor all amounts due during this Agreement, upon expiration of the Initial Term or any Renewal Term of this Agreement, it shall automatically renew for another five (5) calendar year term ("Renewal Term"). The number of Renewal Terms is not limited by this Agreement. However, Lessor and Lessee agree that if Lessee's use of the Leased Premises for System purposes ever ceases without plans for the Leased Premises immediate re-use for communication purposes, this Agreement shall end on December 31st of the year in which such cessation of use occurs and the improvements on the Property shall be removed or left in place as later provided in Section 17.

During any Renewal Term of this Agreement, all of the covenants and conditions which prevailed during the Initial Term shall also be in effect.

SECTION 5: RENT

(a) Annual Rent. During the initial and any Renewal Terms of this Agreement, Lessee shall pay to the Lessor annual rent in the amount of One Dollar (\$1.00), which shall be due on the first day of January each year.

(b) Third Party Co-Location. In addition to the foregoing Annual Rent, Lessee agrees to share with Lessor a percentage of its net profit or otherwise compensate Lessor (as determined in an amendment to this lease) for allowing any third parties to use the Leased Premises for the commercial communication purposes of such third party. The terms of such co-location for a third party and any profit sharing or other compensation shall be set forth in an amendment to this lease that is to be negotiated signed by both Lessor and Lessee before any co-location takes place or any collocation sublease is signed.

(c) Consideration for Accompanying Easements. The annual rent set forth in subsection (a) above shall also constitute the consideration for the granting of the access and utility easements attached hereto.

(d) Place Where Rent is Payable. Rent shall be sent to principal place of business of the Lessor. The Lessor may change the place of payment for the rent by notifying the Lessee in writing at least ten (10) days in advance of any rent payment date.

Comment [A3]: County will only enter into leases for five year periods at a time.

Comment [A4]: There is no se co-location agreement. At present Commissioners have said they would not lease to co-locators due to conflicting demands and variation among Lessors over % share of the rent. Hence, if the opportunity presents, the terms will then be negotiated. Tried to clarify this.

Comment [A5]: I added (c) to reflect consideration for the access and utility easements.

SECTION 6: UTILITIES AND EXPENSES

(a) Lessee shall be responsible for any snow removal, security fencing, lighting, pest control, insurance, real property taxes, construction, operation, repair, replacement maintenance of the System improvements and facilities erected or installed on the Property.

(b) All utility expenses or other service expenses for Lessee's use of the Property shall be separately metered from Lessor and all such utility or other service established for the Property shall be performed using an account solely in Lessee's name and shall be Lessee's exclusive financial responsibility. In no case shall Lessor be responsible for utility or other services supplied to the Property unless Lessor itself has located its own facilities on the Property requiring energy for which service is being purchased by Lessor. Multiple and even redundant, utility services, connections, and accounts can be established and used on the Property.

(c) Except as otherwise provided here, Lessee shall be responsible both financially and operationally for all obligations related to Lessee's utility service to the Property. All obligations and expenses, incurred at any time, related to Lessee's utility service shall be the sole responsibility of Lessee. If Lessor incurs any expense or obligation as a result of Lessee's utility service or any agreement for Lessee's utility service, Lessee shall assume any such obligation and Lessee shall directly pay any such expense. In the event Lessor pays any such expense, Lessee shall fully reimburse Lessor for that expense, including reasonable attorneys' fees and other expenses of litigation or other defense if applicable.

(d) Lessee shall further be entitled by this Agreement to plan, design, construct and operate an emergency source of power, which may involve energy production by combustion engine using a fuel stored on site, for an indeterminate period of time when normal electrical service to the Property is interrupted and continuing until it is suitably restored, provided however, the Lessee may not place any underground fuel storage tanks on the Property.

SECTION 7: BUILD-OUT AND NECESSARY PERMITTING

Motorola, Inc. was the successful bidder for the design fabrication and construction of the System. Motorola and Lessee shall be responsible for securing any necessary zoning and building permits required for the System. Lessee is required to ensure that Motorola performs its obligations to construct on the Property in accordance with the terms of this Agreement and with any applicable federal, state and local laws and regulations and building permits as the same are in effect at the time of first construction of regulated improvements. If Lessor's signature, authorization and/or cooperation is needed in order to obtain the right to use the Property for the purposes intended hereunder, Lessor agrees to do all things reasonably necessary to obtain such right to use, provided, however, Lessor shall not be required to expend any funds or to become obligated under any agreement or writing.

SECTION 8: REPAIR AND CARE OF PREMISES OF PROPERTY

Lessee shall do all work and things hereby authorized to be done by it upon or affecting the Property, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the Property. Lessee, its successors or assigns, will be responsible for and pay Lessor for any damages occasioned to the Property and/or to Lessor, its respective successors, assigns, licensees or sublessees, by Lessee, its employees, agents, contractors, in so erecting, constructing, maintaining, operating, replacing, relocating or removing the System together with any and all other structures and improvements, or any part thereof, or that may result from any

reason or cause to Lessor, its respective successors, assigns or lessees or to Lessor's lands in consequence of the granting by Lessor of said rights and privileges.

SECTION 9: LESSOR ACCESS

Except in the event of emergency or except to gain access to Lessor's own facilities on the Leased Property, Lessor shall not have the right to enter the fenced portion of the Leased Premises where broadcasting or transmitting equipment is located due to the specialized nature and sensitivity of the equipment and the environmental conditions which must be maintained for equipment to operate.

Comment [A6]: Qualified by adding

SECTION 10: LESSEE'S OBLIGATIONS UNDER THIS AGREEMENT

Lessee agrees during the initial and any Renewal Term of this Agreement to undertake the following duties:

(a) Exterior Repair and Maintenance: Lessee agrees that it will, at its own expense, keep the exterior of any enclosed structures or cabinets on the Property in good, clean, sanitary, and, at all times, environmentally safe condition, and that it will promptly initiate action to make such exterior repairs, replacements, and/or maintenance as they become necessary or appropriate. At its own expense, Lessee will repair, replace and maintain the exterior of all structures of every kind located on the Property including without limitation: the roof; doors and windows; any aerial navigation lights; and also cut, trim and control plants, trees or vegetation within fenced areas and any plants, trees or vegetation planted as screening on the outside of the fenced area by Lessee. Lessee shall, at its own expense, plant such plants, trees, vegetation or other landscaping on or surrounding the fenced area of the Property as may be required by applicable planning and zoning regulations.

(b) Interior Repair and Maintenance: Lessee agrees that it will, at its own expense, keep the interior of any enclosed structures on the Property in good, clean, sanitary, and environmentally safe condition, and that it will promptly initiate action to make such interior repairs, replacements, and/or maintenance as it becomes necessary or appropriate. At its own expense, Lessee shall repair, replace and maintain the interior of all structures located on the Property. Lessee will repair, replace and maintain the interior of all structures located on the Property, including without limitation, as applicable, broken glass; doors and locks, the heating ventilating and air conditioning system; any plumbing system; and any electrical wiring, fixtures and equipment. When it becomes necessary, Lessee will repair or replace the HVAC system, doors, ceiling tiles, ceiling lighting, light fixtures and ballasts, electric wiring, fixtures, and panel, and electrical equipment which are a part of the System. Lessee shall be responsible for all cleaning and janitorial service with respect to the interior of the Property.

(c) Taxes and Assessments: Lessee shall pay any and all federal, state and local taxes, charges and assessments levied or assessed upon or in respect to the Property and the System, together with any and all other structures and improvements, when and as due and payable, whether assessed with real or personal property of the Lessor or separately. In the event

any part of said improvements or real property is assessed to Lessor, Lessee will on demand pay Lessor or the proper taxing authority the amount of the taxes so assessed upon such improvements within the discount period for payment thereof. Lessor shall cooperate with Lessee, by signing tax exempt applications and other appropriate documents, in order to obtain and maintain the tax exempt status of the Property and any fixtures and personal property thereon.

(d) **Snow Removal:** Lessee shall provide such prompt removal of snow and ice from the access easement as Lessee deems necessary for its purposes.

(e) **Extermination:** Lessee shall provide extermination service, as reasonably necessary to maintain the Property in reasonable condition.

(f) **Trash Removal:** Lessee shall police the access easement and Property and keep them free of debris and trash but is not required to provide regular interval trash removal.

(g) **Emergency Equipment:** Lessee shall provide and maintain emergency equipment and facilities on the Property including exit lights and signs and fire extinguishers, as required by federal, state or local law or code.

Comment [A7]: Change added O.K.

(h) **Compliance with Laws and Regulations:** Lessee shall comply with all federal, state, county and city laws, ordinances and regulations affecting or respecting the use or occupancy of the Property for the purposes described herein. Lessee shall secure all necessary licenses or permits from any governmental body, authority or other person or persons which may be required for or in any way connected with the erecting, constructing, maintaining, repairing, replacing, removing, relocating or operating of the System, and shall further comply with all laws, rules and regulations respecting the same.

(i) **Hazardous Materials.** Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

1. "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

2. "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence,

use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

(j) Care of Property: Lessee shall take good care of the Property and not commit or allow others to commit waste on or damage the Property.

(k) Security Measures: Lessee shall be responsible for security measures on the Property and shall take reasonable steps to design and construct the Property improvements to discourage and prevent unauthorized entry into building and onto towers. Lessee shall erect fences and other suitable barriers to prevent trespassers and post signs warning of the dangers to be found on the Property.

(l) Locks: Lessee shall provide its own proprietary locks for the exterior fence and door(s) at the Leased Premises, and for any interior doors at the option of Lessee. Lessee shall provide Lessor with duplicate keys.

(m) Storage: The Property is not to be used for storage of containers, motor vehicles, or other general storage, or the keeping of other forms of personal property whether or not having to do with communications.

(n) Construction in Workmanlike Manner: Improvements constructed on the Property shall be completed in a workmanlike manner and in compliance with applicable building and zoning codes.

(o) LESSEE SHALL NOT ALLOW LIENS TO BE CREATED AGAINST THE PROPERTY: Lessee shall not permit any person to file a lien upon or against the Property or its improvements. If, because of any act or omission of Lessee or anyone claiming through or under Lessee, any mechanic's or other lien or order is filed against the Property, any building occupied by Lessee, or Lessee's leasehold estate, Lessee shall, at Lessee's sole expense, cause the same to be canceled and discharged of record within forty-five (45) days after the date of filing, and shall save harmless Lessor against any and all costs, expenses, interest, claims, losses or damages resulting from such lien or Lessee's failure to release the same.

SECTION 11: LESSOR OBLIGATIONS & WARRANTIES: WARRANTY OF QUIET ENJOYMENT

(a) Lessor agrees that, provided Lessee is not in breach of this Agreement, during the Initial and every Renewal Term of this Agreement it will not interfere with Lessee's lawful use, possession and enjoyment of the Leased Premises. Relatedly, Lessor warrants that if Lessee shall pay the rent and keep and perform its covenants under this Agreement, Lessee shall peacefully and quietly hold, occupy and enjoy the Leased Premises without any hindrance or molestation by Lessor or any persons lawfully claiming under Lessor.

(b) Lessor agrees not to impair Lessee's reasonable access to the Leased Premises for the purpose of performing any obligation imposed upon the Lessee by the terms of this

Agreement, and for the purpose of performing reasonable repair, replacement, maintenance, and inspections of improvements on the Leased Premises.

SECTION 12: TRANSFER

This Agreement shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Lessee shall not sell, assign, sublet or transfer this Agreement, the Leased Premises or all or any part of the rights and privileges granted hereunder without first securing the prior written consent of the Lessor, such consent not to be unreasonably withheld. However, the prohibitions contained in this Section 12 do not extend to nor prohibit Lessee from entering into arrangements with other public or private agencies whereby such an agency would co-locate one or more communication facilities on the Leased Premises. Such action is expressly permitted without permission of Lessor save and except when Lessor obtains a credible expert opinion that the improvements on the Leased Premises are incapable of safely supporting or safely sustaining the increased burden the proposed assignment would add.

SECTION 13: SALE OF LESSOR'S INTEREST SUBJECT TO RIGHT OF FIRST REFUSAL

Except for selling or donating to an organization which has facilities located on or that intends to locate facilities upon the Leased Premises so as to cause the Lessee to be a tenant or one of its existing tenants, Lessor may sell the Leased Premises subject to the Lessee's right of first refusal. However, before agreeing to sell the Leased Premises, Lessor shall offer Lessee the opportunity to buy the property on the same terms as are being offered. This shall be done by informing Lessee of the pending offer to sell, the amount and terms of such offer, and allowing Lessee thirty (30) days from date of Lessee's receipt of Lessor's notice to match the offer to purchase or decline. If Lessee agrees to match Lessor's pending offer within thirty (30) days of receiving notice it, Lessee shall have the first right to buy the property from Lessor unless Lessor decide not to sell to anyone.

SECTION 14: WAIVER

No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other term of the same or of any other covenants and agreements hereof.

SECTION 15: NOTICES

All notices required under this Agreement to be given to Lessee shall be sent to:

Derek Conklin
County Administrator
Government Services Center
315 High Street,
Hamilton, OH 45011

or at such other place as Lessee may designate in writing.

Any such notice to be given to Lessor under this Agreement shall be sent to:

City Manager

City of Oxford
Oxford Municipal Building
101 East High Street
Oxford, Ohio 45056

or at such other place as Lessor may designate in writing.

All notices shall be in writing.

SECTION 16: DEFAULT AND TERMINATION

(a) Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The Leased Premises ceases to be used in connection with the operation of a R.C. 307.63 countywide public safety communications system (System). For example and by way of illustration and not by way of limitation, the improvements on the Leased Premises are no longer used by the System because public safety communications have been switched from tower-based to satellite-based operations and no facilities for the now satellite-based System are located on the Leased Premises.

Comment [A8]: Hopefully this is clarified

2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessee to remedy the same.

3. Damage to or destruction of all or a material part of the Leased Premises or facilities necessary to the operation of the System with no immediate intention of repairing or rebuilding.

4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the System, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting System operations for a period in excess of ninety (90) days.

(b) Termination by Lessor. This Agreement shall be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of notice from Lessor to remedy the same.

2. Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within (30) days after the appointment of such receiver.

(c) Exercise. Exercise of the rights of termination set forth in subparagraph (a) and (b), above, shall be by written notice to the other party within thirty (30) days following the event giving rise to the termination.

(d) Cause of Breach; Waiver.

1. Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents, expenses or other charges to Lessor.

2. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION 17: REDELIVERY OF PREMISES AT END OF TERM

(a) Upon the expiration, termination or cancellation of this Agreement by either party, Lessee, its successors or assigns, at its own expense, shall remove the System and associated improvements and structures and shall further reclaim and restore the Property to the same condition as the same is now and in compliance with all federal, state or local laws or regulations in effect at the time of such removal within ninety (90) days after receipt of written notice so to do. Upon failure of Lessee, its successors or assigns, to remove said System and associated improvements and structures, Lessor and/or its respective successors, assigns, contractors or lessees, may effect such removal or cause said System, together with any and all other structures and improvements to be removed at the expense of Lessee, its successors or assigns, without, and in any manner, being liable to the Lessee, its successors or assigns, on account hereof, and the Lessee shall reimburse Lessors, its successors, assigns, contractors or lessees, upon demand for the costs of said removal. Lessee shall on the expiration, termination or cancellation of this Agreement deliver up to Lessor the Property as well as the access and utility easement in as good order and condition as they were upon Lessee's entry into possession, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted.

(b) Lessee shall on the expiration, termination or cancellation of this Agreement also promptly surrender any and all keys and any other access control devices to the Property to the Lessor when Lessee vacates the Property.

(c) If the improvements on the Property still have a safe and useful life for the purpose for which Lessee has used them when Lessee ceases use of them, (this provision does not prevent Lessee from moving improvements such as the generator and propane tank from Oxford to a different site if needed there) Lessor may elect to take possession of the Property and the improvements in their "as is" condition subject to Lessee's agreements, if any, with any remaining co-locating users of the improvements on the condition that Lessor shall first provide Lessee with a full and final release of future liability for use of the Property and improvements thereon, whereupon Lessee shall return the Property and improvements in their "as is" condition to Lessor.

Comment [A9]: A change has been made here to allow Lessor use but recognition has also been given to the possibility some improvements might be needed elsewhere in the System when a site is abandoned.

SECTION 18: ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. No waiver, modifications or additions to this Agreement shall be valid unless in writing and signed by both the Lessor and Lessee. Any consent required of either the Lessor or the Lessee by any provisions of this Agreement shall not be unreasonably withheld by either party. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

SECTION 19: INSURANCE AND FINANCIAL RESPONSIBILITY

Lessee agrees to provide \$3,000,000 of comprehensive general liability insurance coverage to compensate itself and Lessor and any injured third party in case of a loss arising from the Property. Lessee agrees to vigorously defend any suit brought because of conditions upon the Property or areas associated with the Property which cause injury to persons or property not employed or associated with Lessee. Moreover, Lessee agrees to require any insurance contract it secures to include Lessor as an additional insured. Lessee further agrees to require its insurer to give Lessor at least thirty (30) days notice before insurance will be cancelled due to a pack of premium payment.

Comment [A10]: Removed the objectionable sentence

SECTION 20: SEVERABILITY

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

SECTION 21: RIGHT OF ENTRY

For security reasons, unless Lessor has facilities of its own upon the Leased Premises, Lessor has no right to enter upon the Lessee's fenced portion of the Leased Premises to inspect the same, make improvements thereon or for any other lawful purpose.

Comment [A11]: Changed Landlord to Lessor

Comment [A12]: If Oxford has facilities in the fenced area, it can enter to service them. If it has nothing inside the fenced area, why would it want to enter the communications facility?

SECTION 22: EMINENT DOMAIN

If the Leased Premises or such a substantial part thereof, which in Lessee's reasonable judgment renders the remainder unfit for the intended use, shall be taken by any competent authority under the power of the eminent domain or be acquired for any public or quasi-public uses or purpose, this Agreement shall cease and terminate upon the effective date of the taking and Lessor shall have no claim against Lessee for the value of any of the value of the improvements. However, Lessor is entitled to the value of the underlying interest it holds following the conclusion of this Agreement.

SECTION 23: INDEMNITY

Lessee, its successors and assigns, agree to protect, indemnify, hold harmless and defend Lessor, and the officers, directors, employees, workman, agents, servants and invitees of Lessor and its respective successors, assigns or lessees from and against all losses, damages, demands, claims, suits and other liabilities, including reasonable attorneys' fees and other expenses of litigation or other defense, because of (a) bodily injury, including death at any time resulting therefrom, or (b) damages to all lands and property including loss of use thereof and downtime, which occur, either directly or indirectly, in connection with or by reasons of (i) the lease and easements herein granted, (ii) the erecting, constructing, operating, maintaining, using, repairing, replacing or relocating the System together with any and all other structures and improvements, (iii) the co-location of other facilities and antennae on the Leased Premises or the System, or (iv) by reason of Lessee, its successors or assigns, or its or its or their employees, workmen, agents, servants sublessees, licensees and contractors being present on the Property, other lands of

Lessor and, in the case of either (a) or (b), are caused by or alleged to have been caused by any act, omission, breach of duty, or default (irrespective of whether liability is based on negligence, strict liability, product liability, breach of expressed or implied warranty or other breach of duty), of Lessee or any contractor retained by or through Lessee, or any of their employees, workmen, agents, or servants. Lessee's agreement to protect, indemnify, hold harmless, and defend Lessor and its respective successors, assigns, contractors, lessees or licensees, to the foregoing extent shall not be negated or reduced by virtue of the existence of any negligence or alleged negligence of Lessor, active or passive, concurrent or nonconcurrent with that of others, including Lessee, its employees, workmen, agents, servants, successors, assigns and contractors.

SECTION 24: RIGHT OF CO-LOCATION BY LESSOR

(a) During the Initial or Renewal Terms of this Agreement, upon forty-five (45) days prior written notice to Lessee, Lessor shall have the right to co-locate its communications and electronic equipment, antennae and other related equipment and facilities ("Lessor System") within the Leased Premises and upon the tower and other supporting structures of the System to be located on the Leased Premises. In connection with this right of co-location, Lessor shall also be permitted (i) to place within the compound or fenced area, a cabinet or other structure for the placement or housing of Lessor's electronics and related communications equipment and (ii) to use the utility and access easements granted to Lessee herein for Lessor's access to and from the Leased Premises and the Lessor System and for installation of electrical power and any other necessary utilities. With respect to Lessor's right to co-locate the Lessor System as set forth in this Section 24, Lessee hereby agrees to reserve and maintain a place on the tower at which Lessor's antennae can be attached in accordance with FCC rules and regulations and other related state and federal laws. The location reserved and maintained for Lessor shall be at the radiation centers (both AGL and AMSL) of the antennae determined by the Lessor, with the reasonable approval of Lessee, and such determination shall be made in accordance with sound engineering practices and as soon as possible following the construction of the tower and installation of the System and prior to any co-location by any commercial communications provider or other third party. Consistent with the foregoing determination process, Lessee shall provide Lessor with a 30-day prior written notice of any proposed co-location by any such commercial communications provider or third party. Lessor's right of co-location shall remain in effect during the life of this Agreement and shall be free of charge and without offset against its share of net profits set forth in Section 5 of this Agreement.

(b) While Lessee agrees to accept Lessor's equipment, Lessee does not warrant nor represent that it has constructed the tower in such a fashion as to be able to safely and structurally bear the weight and/or location of Lessor's equipment at the location stated herein or a different location. However, Lessee will accept Lessor's equipment on the tower if it can be safely located there.

(c) At Lessee's sole expense, it's obligations under this Section 24 are subject to a determination by an independent and qualified engineer satisfactory to both Lessor and Lessee using sound engineering practices that the equipment Lessor proposes to install on the tower will not interfere with any pre-existing use of the tower or the System.

Comment [A13]: I don't understand why Oxford would object to having the right to set up a separate communication system if it feels the need to do so at some point. West Chester specifically asked for this right. I have no objection to removing it however.

(d) Lessor may not assign its rights under this Section 24 except to a political subdivision which is a successor to Lessor without prior written consent of the Lessee.

(e) Lessor's equipment may not displace any pre-existing tower user's equipment already on the tower when Lessor gives its 45 day notice. However, Lessor may take its own interest in this Section 24 into account when negotiating with Lessee on private collocation on the tower.

In witness whereof, the Lessor and Lessee have executed this Agreement as of the day and year first above written.

REQUIRED SIGNATURES

LESSOR:

THE CITY OF OXFORD, OHIO

Douglas R. Elliot, Jr.
City Manager

Date

ACKNOWLEDGEMENT

State of Ohio
County of Butler

The foregoing instrument was acknowledged before me this ____ day of _____, 2007 by Douglas R. Elliot, Jr., City Manager of Oxford, Ohio a person known to me and pursuant to Resolution No. _____ of Oxford City Council.

Notary Public
My Commission expires

LESSEE:

BUTLER COUNTY BOARD OF COMMISSIONERS:

Gregory V. Jolivette, President

Date

Charles R. Furmon, Vice President

Date

Donald L. Dixon, Member

Date

Acknowledgment

State of Ohio
County of Butler

The foregoing instrument was acknowledged before me the ____ day of _____, 2007 by
Butler County Commissioners Gregory V. Jolivette, Charles R. Furmon, and Donald L. Dixon
persons known to me as the Commissioners of Butler County Ohio and pursuant to Resolution
No. _____ of such Commission.

Notary Public
My Commission expires

Prepared and Reviewed by:

Board Counsel Butler County Commissioners

Date

Approved As To Form by:

Stephen M. McHugh, Oxford Law Director

Date

[BALANCE OF THIS PAGE ITENTIONALLY LEFT BLANK]

EXHIBIT A
DESCRIPTION OF LEASED PREMISES
BUTLER COUNTY BOARD OF COMMISSIONERS' OXFORD RADIO TOWER SITE

Situate in the City of Oxford. County of Butler, State of Ohio and known as being port of the Original Village Lot No. 716. and further known as being part of lands conveyed to the Village of Oxford (no dead found) and referred to as being Parcel No. H4000.115.000.016 by the Butler County Auditor's Office and further bounded ad described as follows:

Commencing at the intersection of the Southern Right-of-Way line of Chestnut Street having a width of 66 feet and with the western Right-of-Way line of the Baltimore and Ohio Railroad said intersection else being the Northeastern corner of lands conveyed to Ledger LLC by deed doted March 24, 2004, recorded in Deed Volume 7331, Page 1067, of the Butler County Recorder's Records.

Thence along the Right-of-Way line of the Baltimore and Ohio Railroad bearing South 30° 46' 27" East, a distance of 681.77 feet to a Point thereon;

Thence at a right angle, bearing South 59° 13' 33" West, a distance of 14.26 feet to an iron pin and being the PRINCIPAL PLACE OF BEGINNING of the Butler County Board of Commissioners Lease Area herein described:

Thence, bearing South 29° 55' 35" East, a distance of 100.00 feet to an iron pin set;

Thence at a right angle bearing South 60° 04' 25" West, a distance of 50.00 feet to an iron pin set;

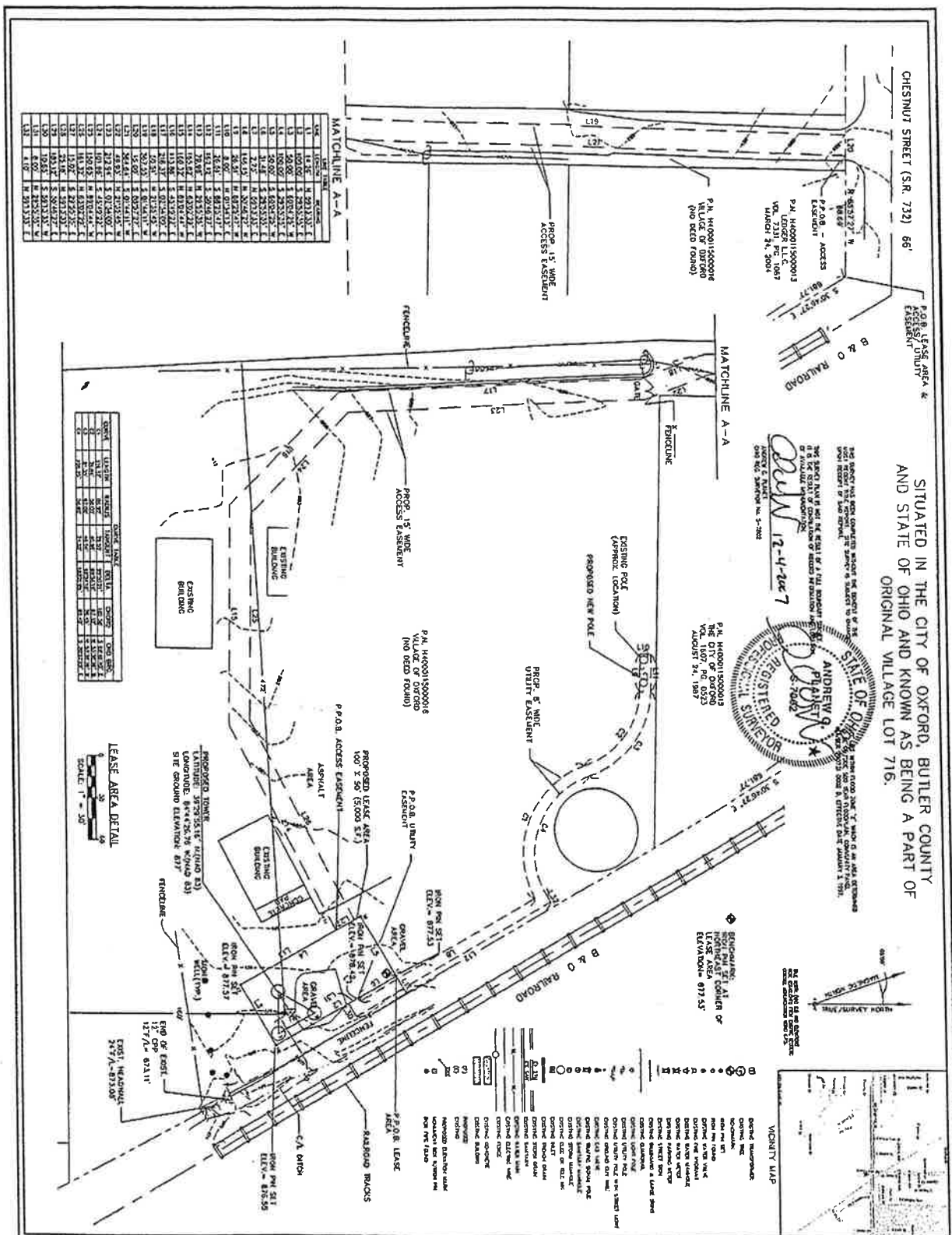
Thence at a right angle bearing North 29° 55' 35" West, a distance of 100.00 feet to iron pin set.

Thence at a right angle bearing North 60° 04' 25" East, a distance of 50.00 feet to the PRINCIPLE PLACE BEGINNING, containing 5,000 square feet or 0.1148 acres of land, more or less and subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement iron pin set refers to a 5/8" X 30" inch rebar set vertically with surveyor's I.D. cap marked "Rolling-Hocevor"

This legal description as prepared based on a survey under the supervision of Andrew G. Plonet, P.S. No. 7802 by Rolling & Hocevor Inc. in April, 2007.

[illegible]

NANDING

 8415 WESTERN BOULEVARD, SUITE 100
 CONCORD, CA 94521
 PHONE: 510.444.2102
 FAX: 510.444.2796
 WWW.NANDING.COM


 SPECIAL PUBLISHED BY
 THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS
 ONE ENCLAVE DRIVE
 251 SOUTH COLLETT ST. SUITE 6
 WASHINGTON, D.C. 20004-6145
 FAX (202) 292-6937

W.O. #	50422-42
DATE:	05/01/07
DRAWN BY:	PRE
CHECKED BY:	DAP
DATE	REVISIONS

B	11/26/07	REVISED UTILITY EXP.
C	11/26/07	REVISED UTILITY EXP.

OXFORD
945 COLLINS RUM ROAD
OXFORD, OHIO, 45056

SHEET TITLE
SITE SURVEY
SHEET NUMBER

1-22

EXHIBIT C
UTILITY EASEMENT FOR LEASED PREMISES
BUTLER COUNTY BOARD OF COMMISSIONERS' OXFORD RADIO TOWER SITE

Situate in the City of Oxford, County of Butler, State of Ohio and known as being part of the of Original Village Lot No. 716, and further known as being part of lands conveyed to the Village of Oxford (no deed found) and referred to as being Parcel No. H4000115000016 by the Butler County Auditor's Office and further bounded and described as follows:

Commencing at the intersection of the Southern Right-of-Way line of Chestnut Street, having a width of 66 feet and with the Western Right-of-Way line of the Baltimore and Ohio Railroad, said intersection also being the Northeastern corner of lands conveyed to Ledger LLC by deed dated March 24, 2004 as recorded in Deed Volume 7331, Page 1067 of the Butler County Recorder's Records;

Thence along the Right-of-Way line of the Baltimore and Ohio Railroad, bearing South 30°46'27" East, a distance of 681.77 feet to a point thereon;

Thence at a right angle, bearing South 59°13'33" West, a distance of 14.26 feet to an iron pin set at the Northern corner of a proposed Lease Area;

Thence along the Northeastern line of said Lease Area, bearing South 29°55'35" East, a distance of 31.48 feet to a point thereon and being the **PRINCIPLE PLACE OF BEGINNING** of the Butler County Board of Commissioners Utility Easement herein described;

Thence, bearing North 59°13'33" East, a distance of 2.73 feet to a point;

Thence at a right angle, bearing North 30°46'27" West, a distance of 169.12 feet to a point;

Thence at a right angle, bearing South 59°13'33" West, a distance of 17.18 feet to a point of curvature;

Thence, along the arc of a curve deflecting to the right, having a radius of 42.00 feet and having a chord which bears North 69°23'47" West for a distance of 65.63 feet and having an arc length of 75.32 feet to a point of reverse curvature;

Thence, along the arc of a curve deflecting to the left, having a radius of 62.00 feet and having a chord which bears North 53°13'27" West for a distance of 71.49 feet and having an arc length of 76.19 feet to a point;

Thence, bearing North 88°25'47" West, a distance of 26.95 feet to a point;

Thence at a right angle, bearing North 01°34'13" East, a distance of 8.00 feet to a point;

Thence at a right angle, bearing South 88°25'47" East, a distance of 26.95 feet to a point of curvature;

Thence, along the arc of a curve deflecting to the right, having a radius of 70.00 feet and having a chord which bears South 53°13'27" East for a distance of 80.71 feet and having an arc length of 86.02 feet to a point of reverse curvature;

Thence, along the arc of a curve deflecting to the left, having a radius of 34.00 feet and having a chord which bears South 69°23'47" East for a distance of 53.13 feet and having an arc length of 60.98 feet to a point;

Thence, bearing North 59°13'33" East, a distance of 25.18 feet to a point;

Thence at a right angle, bearing South 30°46'27" East, a distance of 185.12 feet to a point;

Thence, bearing South 59°13'33" West, a distance of 10.85 feet to a point of the aforementioned Northeasterly line of said Lease Area;

Thence along said Lease Area line, bearing North 29°55'35" West, a distance of 8.00 feet to the **PRINCIPLE PLACE OF BEGINNING**, intending to be a 8-foot wide strip of land for utility purposes and subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement iron pin set refers to a 5/8" X 30" iron rebar set vertically with surveyor's I.D. cap marked "Rolling-Hocevar".

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. 7802 by Rolling & Hocevar, Inc. in April 2007.

EXHIBIT D
ACCESS EASEMENT FOR LEASED PREMISES
BUTLER COUNTY BOARD OF COMMISSIONERS' OXFORD RADIO TOWER SITE

Situate in the City of Oxford, County of Butler, State of Ohio and known as being part of the Original Village Lot No. 716, and further known as being part of the lands conveyed to the Village of Oxford (no deed found) and referred to as being Parcel No. H4000.115.000.016 by the Butler County Auditor's Office and further, bounded and described as follows:

Commencing at the intersection of the Southern Right-of-Way line of Chestnut Street having a width of 66 feet and with the western Right-of-Way line of the Baltimore and Ohio Railroad said intersection else being the Northeastern corner of lands conveyed to Ledger LLC by deed dated March 24, 2004, recorded in Deed Volume 7331, Page 1067, of the Butler County Recorder's Records;

Thence along the Right-of-Way line of Chestnut Street, bearing North 88° 57' 27" West, a distance of 88.69 feet to a point thereon and being the PRINCIPLE PLACE OF BEGINNING of the Butler County Board Commissioners Access Easement herein described;

Thence, bearing South 01° 44' 11" West, a distance of 364.64 feet to a point;

Thence, bearing South 21° 15' 45" East, a distance of 49.93 feet to a point;

Thence, bearing South 02° 34' 00" East, a distance of 212.94 feet to a point;

Thence, bearing South 45° 49' 22" East, a distance of 101.96 feet to a point;

Thence, bearing South 89° 04' 44" East, a distance of 150.65 feet to a point;

Thence, bearing North 63° 02' 29" East, a distance of 161.32 feet to a point on the Southwestern line of a proposed Lease;

Thence, along said Lease Area line, bearing South 29° 55' 35" East, a distance of 15.02 feet to point thereon;

Thence, bearing South 63° 02' 29" West, a distance of 165.82 feet to a point;

Thence, bearing North 89° 04' 44" West, a distance of 160.32 feet to a point;

Thence, bearing North 45° 49' 22" West, a distance of 113.85 feet to a point;

Thence, bearing North 02° 34' 00" West, a distance of 216.37 feet to a point;

Thence, bearing North 21° 35' 45" West, a distance of 50.51 feet to a point;

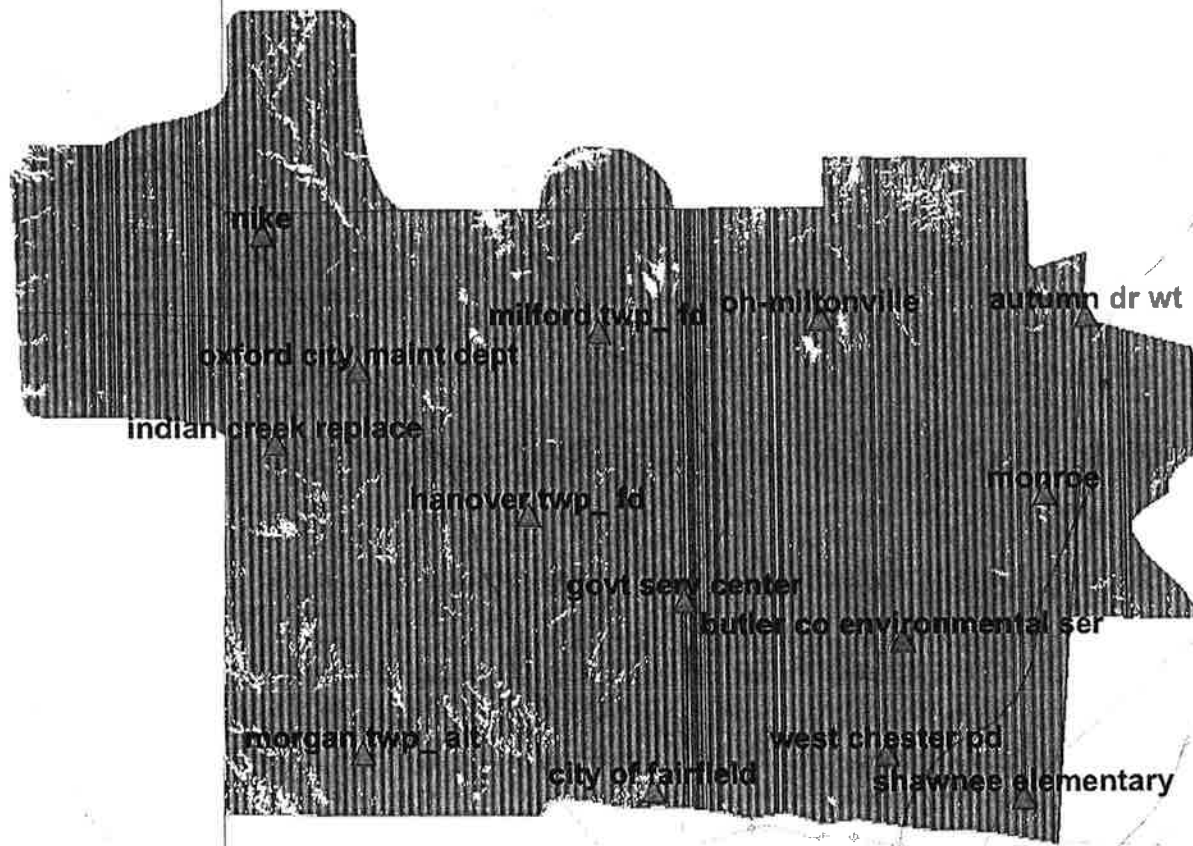
Thence, bearing North $01^{\circ} 44' 11''$ East, a distance of 367.55 feet to a point on the aforementioned Right-of-Way line of Chestnut Street;

Thence, along said Right-of-Way line, bearing South $88^{\circ} 57' 27''$ East, a distance of 15.00 feet to the PRINCIPLE PLACE OF BEGINNING intending to be a 15-foot wide strip of land for ingress/egress purposes and subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

The statement iron pin set refers to a $5/8''$ X 30" inch rebar set vertically with surveyor's I.D. cap marked "Rolling-Hocevor"

This legal description as prepared based on a survey under the supervision of Andrew G. Plonet, P.S. No. 7802 by Rolling & Hocevor Inc. in April, 2007.



95% AREA MSE XTS 5000 PSM SYSTEMWIDE OUTBOUND OVERLAY

0 5.52 11.05 mi
1 inch = 5.52 miles @ 1/350000

Projection World_Mercator
Center Point 39:24:36.08 N 84:36:46.11 W

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: January 15, 2008

Jung-Han Chen

Account Code No. #:

Prepared By

Budgeted Amount:

December 20, 2007

Date Prepared

Agenda Title:	Conditional Use Permit - to Allow for a New Drive-Through Banking Facility in the General Business District Located at 10 North Locust Street, Scott Webb, Architect, Applicant.
----------------------	---

Recommendation:	Denial
------------------------	---------------

Discussion:

The Applicant has been seeking approval to build a drive-through banking facility at 10 N. Locust Street. The application was first presented to the Planning Commission during its October 9, 2007 meeting. After the presentation, the Planning Commission raised numerous concerns regarding the proposal, specifically, the size of the site, the potential traffic generated from the drive-through, and the orientation of the proposed building. The Planning Commission advised the Applicant to revise the design for additional review and tabled the case.

At the December 11, 2007 meeting, realizing the Applicant had not made any changes to address the concerns raised by the Planning Commission earlier, the Planning Commission voted 0-6-0 recommending City Council deny the conditional use permit application.

Approved By:	Department Head:	Initial	Date
	City Attorney:	JHC	12/20/07
	City Manager:	EB	1/11/08

ORDINANCE NO. _____

ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION TO DENY THE CONDITIONAL USE PERMIT TO ALLOW FOR A NEW DRIVE-THROUGH BANKING FACILITY IN THE GENERAL BUSINESS DISTRICT LOCATED AT 10 NORTH LOCUST STREET.

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

SECTION I: Council hereby finds in accordance with Section 1147 of the Codified Ordinances of the City of Oxford, the City of Oxford Planning Commission held a public hearing on December 11, 2007 and that following the public hearing did deliberate and as a result of that deliberation, the Planning Commission recommended to deny the Conditional Use Permit application submitted by Scott Webb, Architect, to allow a new drive-through banking facility in the General Business District located at 10 North Locust Street.

SECTION II: During the public hearing held on December 11, 2007 the City of Oxford Planning Commission applied each of the General Decision Standards set forth in Section 1147.02(c)(2) of the City of Oxford's Planning and Zoning Code to the Conditional Use Permit application submitted by Scott Webb. The Planning Commission members determined that the Conditional Use Permit application did not meet the following General Decision Standards set forth in Section 1147.02(c)(2) finding that:

- B. The use and site does not satisfy the general intent of this Zoning Code.
- D. The size and shape of the site are not sufficient for the proposed use.
- E. The use will be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.
- F. The use will involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.
- J. The site will be designed, constructed, and maintained in a character that is not harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will change the essential character of the same area.
- K. The site is designed so that on-site traffic and traffic accessing the site will inappropriately impact the movement of traffic on adjacent public streets.
- M. All necessary permits and licenses for the Conditional Use and its operation have not been or cannot be obtained for the use at the proposed location.

Based on the fact that the Conditional Use Permit application did not satisfy each of the General Decision Standards as is required by Section 1147.02(c)(2) of the City of Oxford's Planning and Zoning Code, the City of Oxford Planning Commission denied the application submitted by Scott Webb, Architect, for a Conditional Use Permit to allow for a new drive-through banking facility located at 10 North Locust Street.

SECTION III: Council hereby accepts the recommendation of the Planning Commission and the reports submitted by the Planning Commission and incorporates the same herein and further denies the application submitted by Scott Webb, Architect, for a Conditional Use Permit to allow for a new drive-through banking facility located at 10 North Locust Street.

SECTION IV: This ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

**Certification of Action
Oxford Planning Commission
Recommendation to City Council**

<u>Report Date</u>	December 11, 2007
<u>Case Number</u>	PC-23-2007
<u>Applicant Information</u>	Scott Webb, Architect, Applicant Beth Swailes, Owner
<u>Requested Action</u>	Conditional Use Permit
<u>Summary of Request</u>	Request for a Conditional Use Permit to allow for a new drive-through banking facility in the General Business District located at 10 N. Locust Street.
<u>Public Hearing Information</u>	On October 9, 2007, a public hearing was held at 118 West High Street. A legal notice of the hearing was published in the Oxford Press on September 12, 2007. Courtesy notices were mailed to adjacent property owners and public hearing signage was posted at the property.
<u>Commission Action</u>	During the October Planning Commission meeting, the Planning Commission heard the Applicant and raised concerns regarding the proposed conditional use permit. The Planning Commission suggested the case be tabled until further review by the Applicant and Owner. The Planning Commission, at the December 11, 2007 meeting, voted 0-6-0 denying the conditional use permit application.
<u>Commission Findings and Conclusions</u>	After public hearings and discussions, and review of the Decision Standards for a Conditional Use, the Planning Commission determined the Decision Standards had not been met therefore denying the permit.
<u>Exhibits Submitted to the Commission</u>	1. Community Development Staff Report dated September 24, 2007 2. Inter-Office Review Transmittal Sheets dated September 10, 2007 3. Conditional Use Permit Application dated August 24, 2007 4. Letter of Agency 5. Letter to BZA from Applicant dated October 23, 2007 6. Formal letter of request and Decision Standards statement dated August 24, 2007 7. Site plan 8. Bank drawings

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Case # PC-23-2007

Date – September 24, 2007

APPLICATION

Applicant:	Scott Webb, Architect
Location:	10 North Locust Street
Owner:	Beth Swailes
Action Request:	Approval of a Conditional Use for a New Drive-Through Banking Facility in the GB District
Current Use:	Medical building
Current Zoning	GB-General Business
Surrounding Existing Land Uses:	Medical office, cemetery, construction office, single residence

GENERAL DESCRIPTION

The applicant requests approval of a Conditional Use Permit to allow for a new drive-through banking facility at the above location. The applicant is proposing to build an approximately 1,300 square feet of bank building with two drive-through windows.

The site of the banking facility will be located on the grassy area if the request is approved. The new bank would share an ingress/egress with the existing medical office onto U.S. 27 north and on Locust St. According to the applicant, the property was intended for a branch bank. The improvement to the intersection of College Corner Pike, US 27 has reduced the overall property area of the intended out lot. The building and its associated traffic circulation has been designed for the remaining lot.

SURROUNDING NEIGHBORHOOD

There is a variety of businesses along the west side of U.S. 27. A cemetery is on the east of U.S. 27 and Locust. Residential structures are across from Locust from the subject property. A railroad track is located to the west of the property.

ZONING CODE REGULATIONS

Conditional Use

The purpose of Conditional Use regulations is at Section 1147.01(a):

"Purpose. Conditional Uses are land uses that are potentially appropriate in many zoning districts but that are likely to have characteristics that could be detrimental to the public health, safety, or general welfare if not located appropriately, operated appropriately, or mitigated with good design."

§1143.12(b)(2) GB District Conditional Uses:

STAFF FINDINGS: Bank with drive-through facilities are listed specifically as a Conditional Use in the GB District.

§1143.12(d)(2) Supplementary Regulations for the GB District:

- A. Provision shall be made for undulating earthen mounds that extend along 50% of the linear frontage of a site adjacent to a public right-of-way and any adjacent residential zoning district boundary line.
- B. A combination of trees, bushes, and shrubs shall be planted on the mounds to provide additional screening and help stabilize the soil.
- C. A minimum of 1 tree for every 50 linear feet of frontage shall be required in addition to any other required site landscaping.
- D. Each earthen mound shall be a minimum 10 feet high from the average surrounding grade for property 5 acres or more in size and a minimum of 5 feet in height for properties less than 5 acres in size.

STAFF FINDINGS: Staff does not recommend mounding along the frontage of the property because of the potential sight obstruction the mounding may cause on both street sides of the lot. However, staff does recommend that the frontage of the lot along U.S. 27 North and Locust St. to be landscaped as proposed by the applicant due to the egress /ingress on Locust St.

§1143.12(d)(6) Supplementary Regulations for the GB District:

The front façade of the principal structure shall be finished, utilizing at least 50% natural materials including brick, stone, masonry, glass, or wood. No aluminum or vinyl siding shall be used in finishing or utilized on the front façade of the building.

STAFF FINDINGS: Based on the orientation of the building and the site being a corner lot, this requirement shall include all sides of the building

§1143.12(d)(7) Supplementary Regulation for the GB District:

- A. All refuse collection and recycling containers must be enclosed or screened so as not to be visible from a right-of-way or other publicly accessible area. The structure surrounding the container(s) must be enclosed on all sides, one of which includes a gate or door that can be secured. The enclosure may consist of wood or masonry walls. Containers shall not be located in any front yard. The exterior perimeter of the enclosure(s) must be landscaped, excluding the access point.

§1147.02(a)(1)(C)(6) & (8) Site Plan Requirements for a Conditional Use:

- 6. Location, ***height***, dimensions, and use ***of all proposed*** and existing structures.
- 8. Location, size, and type of all proposed signs.

STAFF FINDINGS: The applicant has not provided any building elevations or signage with the application. The applicant will be limited to two wall signs, with a max. height of 3 feet and the maximum total sign area for all signs on the development site shall not exceed 360 sq. ft. per §1151.05(a)(3).

§ 1149.05(e)(2) Loading Spaces

- A. One loading space shall be required for all non-residential uses and for residential uses with greater than three dwelling units.

STAFF FINDINGS: The applicant has not provided or indicated on the drawing as to where the loading space would be on site. An approval is required from the Board of Zoning Appeals.

§1149.05(e)(3)(D) & (E) Non-residential Regulations for Queue and exit spaces:

- D. Queuing spaces shall not be located in the required front setback.
- E. The following uses require queue and exit spaces:

Use	Queue Spaces	Exit Spaces
Drive-up banking	three per bay	one per bay

STAFF FINDINGS: Per the applicant's drawing, both requirements are not satisfied. Relief of the stacking spaces will require approval from the Board of Zoning Appeals.

§1149.05(d) Screening and Landscaping

Off-street parking areas of more than four spaces must meet the landscaping requirements set forth in this chapter.

§1149(05 (e)(5) Screening and Landscaping

B.(1) A parking area shall have two trees per parking facility plus one tree for every five parking spaces or fraction thereof generally distributed throughout the parking area..

STAFF FINDINGS: The proposal only indicates one two trees to be planted. The code requires a minimum of three trees to be distributed throughout the parking area.

OTHER FINDINGS: It would appear that the applicant is proposing an ATM on the side of the proposed building, on the same approach to the drive-through facility. This would affect the circulation of the drive-through pattern with delays. This issue needs to be considered.

COMPREHENSIVE PLAN

The subject property is located in an area in which it abuts two different sections of the Land Use Chapter in the Comprehensive Plan; U.S. 27 North and the Locust Street Commercial Subarea. The U.S. 27 North Commercial strategies are particularly relevant to the subject site:

U.S. 27 Commercial Subarea

A. Concerns

The City's major employment base outside Miami University is located on US 27 North in the City's northwest quadrant. This corridor is also one of the City's major industrial and commercial areas, with a host of auto-oriented businesses. In addition, the corridor contains Oxford's major mobile home community as well as a host of other residential uses.

The corridor is important from several perspectives. It is vitally important to the City's long-term economic growth and should provide Oxford with the ability to attract additional manufacturing and light industrial facilities similar to Square D. A large amount of vacant industrially zoned land is located in the corridor.

Commercial uses are expected to continue in the corridor as well, given the current land use pattern. Of concern, however, is the aesthetic impact of such development if stronger development standards are not enacted including the potential impact on traffic flow resulting from additional curb cuts.

US 27 North is not conducive to a residential neighborhood along the road frontage in its current form, despite the amount of housing in the corridor. If housing is to continue, particularly on the north side of US 27, then improvements should be instituted to support existing and new development. These might include additional active parkland to serve individual neighborhoods, sidewalks and pedestrian connections along US 27 and enhancements to US 27 that slow traffic.

B. Strategies

1. Continuing to promote US 27 North for light industrial, light manufacturing, research and development, office and flex-office space.
2. Maintaining and enhancing rail access.

3. Encouraging truck traffic to bypass Uptown.
4. Discouraging additional residential development adjacent to industrial sites, but rather buffer with office, flex-office, light commercial uses, or parkland.
5. Directing single-family residential to the northeast of US 27.
6. Discouraging single-family residential to the southwest of US 27.
7. Enhancing US 27 with sidewalks, curbing and gutters and street trees.
8. Consolidating signage.
9. Including roadway enhancements to slow traffic flow along US 27 North, such as additional traffic control devices and enhanced enforcement.

See Economic Development, Transportation and Urban Design elements.

Locust Street Commercial Subarea

A. Concerns

The Locust Street Commercial Subarea is one of Oxford's major business districts. It has attracted a variety of new investment in the area, the majority of which has been retail oriented. This is expected to continue in the Subarea, however, infill development, reinvestment and redevelopment should be emphasized over expansion.

The Subarea is surrounded by residential neighborhoods. These should be insulated from existing commercial activity and the integrity of neighborhoods should not be compromised by commercial expansion. Traffic flow and circulation are a concern and should be addressed to improve reinvestment potential, as well as to improve conditions for residents in the adjacent neighborhoods. The physical boundaries of the Subarea should be clearly defined by the City through a study of property boundaries and adopted as a land use policy by City Council. The zoning code should be strengthened to ensure that commercial-residential separation is effective, as discussed earlier in this chapter. Infill development should be encouraged in the Subarea, perhaps so far as to provide a 10 percent to 20 percent reduction in off-street parking requirements as an incentive. Concurrently, the City should require the installation of street trees in off-street parking areas, as well as interior perimeter landscaping (e.g. three-foot continuous evergreen hedge).

B. Strategies

1. Continuing the Locust Street Subarea as a commercial business district.
2. Focusing future efforts on infill development and redevelopment of existing sites and not physical expansion.
3. Focusing future uses on community-oriented businesses and not those geared towards a regional market.
4. Delineating clearly the boundaries of the Subarea and discouraging the conversion of adjacent residential areas to nonresidential areas.
5. Enhancing the Zoning Code to provide for increased buffering between commercial and residential uses including screening, noise restrictions, lighting restrictions and trash receptacle screening.
6. Emphasizing commercial development standards, addressed in the Land Use element, in the Subarea.
7. Developing additional pedestrian and safe bicycle linkages to better integrate the Subarea with adjacent neighborhoods.
8. Traffic circulation problems should be analyzed and alternatives considered.

AGENCY COMMENTS

Comments from the Engineering Division are attached for your information. Police and Fire did not provide any comments on this project.

PUBLIC COMMENT FORMS

No comments have been received to date.

DECISION CRITERIA

A copy of the Zoning Code Conditional Use decision standards is attached.

STAFF ANALYSIS

The site is transitioning from the Locust Street subarea to U.S. 27 North commercial subarea. The emphasis of land use is also shifted from redeployment and/or infill project while discouraging expansion to industrial/commercial growth in the U.S. 27 corridor. It is the corner piece of the transition and is critical to ease the transition between these two subareas. One important element that must be established is an aesthetic continuity of commercial development standards.

Staff identified the issues that need to be addressed by the applicant based on the code requirements. There are other concerns that are not covered by the code would also need to be considered, such as additional traffic generated from this new development that could impact the continuous right-turn lane from U.S. 27 to Locust St. . These issues are outlined below. Staff suggests that the Commission consider the following items prior to approving the proposed project.

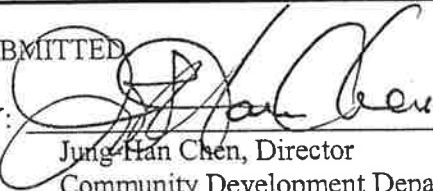
1. That, no earthen mound will be required, and the frontage of the site on U.S. 27 North and Locust St shall be landscaped as proposed by the applicant.
2. That, the façades of the building shall be finished, utilizing at least 50% natural materials including brick, stone, masonry, glass, or wood. No aluminum or vinyl siding shall be used in finishing or utilized on the front façade of the building, per §1143.12(d)(6).
3. That, a refuse collection and recycling container must be enclosed or screened so as not to be visible from the right-of-way or other publicly accessible area. The enclosure may consist of wood or masonry walls. Containers shall not be located in any front yard. The exterior perimeter of the enclosure(s) must be landscaped, excluding the access point, per §1143.12(e) (7) (b)
4. That, a maximum of 2 wall signs shall be permitted with a maximum height of 3 feet and the maximum total sign area for all signs on the entire site shall not exceed 360 sq. ft. per §1151.05(a)(3).
5. That, there shall be a 10 feet by 25 feet load space for the proposed use, per §1149.05(e)(2)
6. That, queuing spaces shall not be located in the required front setback, per §1149.05(e)(3)(D).
7. That, all other zoning requirements are satisfied, especially in regards to the height and lighting of the proposed building.
8. That, all appropriate BZA approvals are obtained prior to filing for a demolition permit.

RECOMMENDATION

Not Applicable

SUBMITTED

BY:


Jung-Han Chen, Director
Community Development Department

DATE:

9/25/07

ATTACHMENT

(c) Planning Commission Review. The Planning Commission shall base its review of a proposed Conditional Use upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. If the Planning Commission 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.

A. Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a Conditional Use. This Zoning Code assumes that the uses listed in this section are not appropriate unless an applicant proves that the use will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

B. Applicants shall prove that potential negative impacts of elements such as location, size and extent of facilities and operations, site design, traffic generation, site access, and potential impact upon public facilities will be adequately mitigated.

(2) General decision standards. All Conditional Uses shall satisfy these General Decision Standards:

A. The proposed use is in fact a Conditional Use in the zoning district in which it is proposed.

B. The use and site will satisfy the general intent of this Zoning Code.

C. The use and site will be compatible with the general intent of the Comprehensive Plan.

D. The size and shape of the site are sufficient for the proposed use.

E. The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.

F. The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.

G. The only accessory uses will be directly related to the operation of the principal use and will not be operated independent of the principal use.

H. The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.

I. Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.

J. The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.

K. The site is designed so that on-site traffic and traffic accessing the site will not inappropriately impact the movement of traffic on adjacent public streets.

L. Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

M. All necessary permits and licenses for the Conditional Use and its operation have been or can be obtained for the use at the proposed location.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 9/10/2007

To: Fire Department Engineering Division Police Department

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-23-2007

Description:

PC 23-2007

CONDITIONAL USE PERMIT – to allow for a new drive-through banking facility in the General Business District located at 10 North Locust Street. **Scott Webb, Applicant, Architect.**

 X Review Revisions Other

☐ Comments or status update requested by: Lynn Taylor

Please return no later than: **9/28/2007** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by: Sen Endress, Fire Chief

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 9/10/2007

To: Fire Department

Engineering Division

Police Department

From: Community Development

Drawings are being submitted to you for the following:

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☒ Review

☐ Revisions

☐ Other

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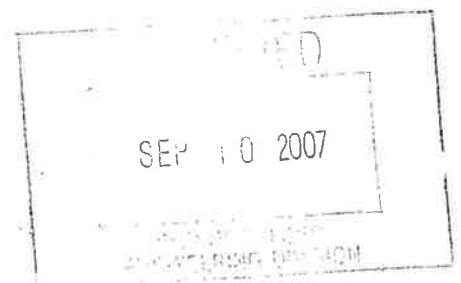
.....

Drawings are returned: w/comments without/comments

SEE MEMO DATED 9-26-07

Drawings reviewed by:

VICTOR POPESCU





Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu
City Engineer

RE: Case # PC-23-2007
Conditional Use Permit - 10 N. Locust St.

DATE: September 26, 2007

We have reviewed the material presented, and offer the following comments:

- Concern is expressed regarding the utilities that are needed for the proposed bank. Construction is underway on the improvements for USR 27 and Locust Street. The improvement includes new or rehabilitated pavement, sidewalks, curb and gutter, and a tree lawn. The installation of the required utilities (water, sanitary sewer, and natural gas) will require the open cutting of the roadway, shortly after its completion. Not a very good public relation move.
- It is strongly recommended that, if the building of this proposed bank will be approved by the Planning Commission, the utilities laterals be installed prior to the laying of the asphalt surface course.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 9/10/2007

To: Fire Department

Engineering Division

Police Department

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-23-2007

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CONDITIONAL USE PERMIT – to allow for a new drive-through banking facility in the General Business District located at 10 North Locust Street. **Scott Webb, Applicant, Architect.**

☒ Review

☐ Revisions

☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **9/28/2007** Note: If no comments are received, we will assume the project meets your department's standards.

.....

Drawings are returned: w/comments

☒ without comments

Drawings reviewed by:

SSC

Conditional Use Permit Application
City of Oxford, Ohio

REQUIRED INFORMATION (print clearly)

Name of Applicant: Scott Webb, Architect. Brett Swales
(Attach a letter of agency if the applicant is not the property owner.)
Mailing Address: 103 W. Walnut St. 443 Emerald Woods Dr.
Oxford, OH 45056 Oxford, Ohio 45056
Telephone Number(s): 523-3838 523-7282
Location of Property: Oct. 1st, 10 N. Locust Street
Legal Description: _____
Zoning District: COP2
Total Area: .30 Acres / Square Feet (circle one)
Existing Use: VACANT
Proposed Use: BRANCH BANK

SUBMISSION REQUIREMENTS

The required fee of \$100.00, made payable to the City of Oxford, must accompany the application. The entire submission must be prepared in accordance with Chapter 1147, Conditional Uses, of the Zoning Code of the City of Oxford.

Attach thirteen (13) copies of a site plan indicating the following:

1. North arrow
2. Scale
3. Vicinity Map
4. All existing and proposed lot lines within the site
5. Dimensions of all lots and of the entire site and any adjacent rights-of-way
6. Location, height, and use of all proposed and existing structures
7. Location and design of all proposed vehicle management areas
8. Location, size, and type of all proposed signs
9. Location, height, and type of all proposed screening and landscaping
10. Distances to residential zoning districts if within 1,000 feet
11. The use of land and location of structures on adjacent property and across adjacent rights-of-way
12. Elevations of proposed structure, or typical elevations if structures are not yet designed, shall 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
13. Photographs of the existing use and its surroundings.
14. Other information as required by the Planning Commission

Attach a statement describing how the proposed Conditional Use meets the following decision standards of the zoning district in which it is to be located:

1. The proposed use is in fact a Conditional Use in the zoning district in which it is proposed.
2. The use and site will satisfy the general intent of this Zoning Code.
3. The use and site will be compatible with the general intent of the Comprehensive Plan.
4. The size and shape of the site are sufficient for the proposed use.
5. The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.

6. The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.
7. The only accessory uses will be directly related to the operation of the principal use and will not be operated independent of the principal use.
8. The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.
9. Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.
10. The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.
11. The site is designed so that on-site traffic and traffic accessing the site will not inappropriately impact the movement of traffic on adjacent public streets.
12. Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
13. All necessary permits and licenses for the Conditional Uses and its operation have been or can be obtained for the use at the proposed location.

On a separate sheet of paper, provide the names and addresses of all adjoining property owners within 200 feet of the site, including those across streets, roads, alleys and highways.

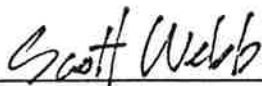
NOTE: The Butler County website (www.butlercountyohio.org/auditor) is very helpful when searching for the mailing address of adjoining property owners. Once the site is up, click on online searches, then click on real estate. It will allow you to search by owner, address or parcel number.

All materials must be delivered to the office of the Community Development Director, City of Oxford, 101 East High Street, Oxford, Ohio 45056. Any questions should be directed to the Community Development Department at (513) 524-5204. The issue will be placed on the next possible agenda.

NOTE: Incomplete applications will not be processed.

NOTE: Notification and publication requirements must be adhered to. Submit materials 45 days prior to the proposed meeting date.


Signature of Applicant


Printed Name

Date: Aug 24, 2007

FEE / RECEIPT

\$100 Fee Paid / Receipt Number: #100 / 13165

10 North
Medical Building
443 Emerald Woods Drive
Oxford, Ohio 45056
513-523-7282

Jung Han Chen, Community Development Director
City of Oxford
101 East High Street

Dear Mr. Chen,

Scott Webb, as my architect, will be acting as my agent in the application to Planning Commission and City Council for the Conditional Use Application for the proposed Branch Bank and drive-through on my property at 10 North Locust Street.

Respectfully,



Elizabeth M. Swailes
property owner
10 North Locust St.
Oxford, Ohio 45056

Board of Zoning Appeals
City of Oxford
101 East High Street
Oxford, Ohio 45056



SCOTT
WEBB

ARCHITECT

103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838

www.scottwebbarchitect.com

Re: Proposed Branch Bank
10 North Locust Street

October 23, 2007

Board Members,

Please accept this letter as an amendment to the formal petition for a Board of Zoning Appeals. Based on the issues raised at the October 17 review hearing, the application has been amended to include the variance to the requirement of a building's front entrance to face the right-of-way, the location of the drive through lanes in the required front setback and subsequently the location of the queuing spaces in the front setback area.

The Zoning Code Sections are as follows:

Section 1143.12(d)(3) Supplemental Regulations

(3) Every principal structure shall have a principal front entrance that is oriented toward and within 45 degrees of parallel to the adjacent facing right-of-way.

Section 1149.05(e)(3)(D) Non-residential Regulations for Queue and exit spaces

(D) Queuing spaces shall not be located in the required front setback

Application has been made to Planning Commission as required for a Conditional Use.

As the attached drawing & Survey shows, the modification of the intersection and the widening of the existing Right-of-Way for the US 27 improvements has had a significant effect on this lot. This is compounded by the location of ingress and egress from the connected site and the inherent requirement for this building to have four public sides.

There is not enough depth to the remaining lot to accommodate a building, its required parking, and all necessary access lanes. The building, as shown in the attached drawing, uses the drive of the existing parking lot to eliminate the necessity of providing this drive and parking lanes on the site itself. However in doing so, the building faces inward, toward the existing professional office building.

In response to the decision standards outlined in the application, we offer the following:

- a) *The variance would not permit or result in a use that is not permitted in the zoning district;*

A bank that includes a drive-through is a Conditional Use in the GB Zoning District. The Conditional Use application has been filed with Planning Commission.

- b) *Conditions of the land, site, structure, or element for which the application is submitted are substantially different from other site in the same zoning district because of physical characteristics of the land including dimensions, elevation, topographical variations, soil conditions, or other extraordinary situations, and the difference support the application;*

The existing lot is very small, and has been made smaller still by the US 27 improvements and the modification of the intersection.

- c) *The conditions upon which the application is based are not the result of actions by the applicant;*

The size and shape of the lot, and its irregular relationship with the new street Right-of-Ways are the result of the road improvements, and not of the applicant.

- d) *The variance would not confer a special privilege to the applicant, but would relieve a hardship;*

A building and its required parking will only fit on this site if entrances and parking drives are shared. Additional curb cuts for this lot would not be prudent with regard to the new traffic pattern. In doing so, the building is forced to face inward, rather than toward the public right-of-way.

The location of the proposed drive-through lanes in the front yard setback would relieve a hardship, and allow the site to be developed as intended before the intersection improvements.

- e) *The literal interpretation of this Zoning Code would deprive the applicant of the ability to develop a site or use the land as a conforming permitted use in that district;*

The improvements to the intersection have made it difficult to develop this site for any use allowed in the zoning district.

- f) *The variance will be minimum variance necessary to permit reasonable use of the land, site, structure, or element for which the variance is sought;*

The variance to allow the building to face inward is necessary to allow the shared entrances and parking drives with the adjacent building is the minimum necessary to permit reasonable use of the land.

The variance to the location of the drive-through lanes and queuing spaces are the only variances sought and is the minimum necessary the development of this lot for its intended use as a bank.

- g) *The situation permitted by the variance will be in harmony with the general vicinity, will not be detrimental to the public health, safety, or general welfare, and will satisfy the general intent of this Zoning Code;*

The proposed branch bank, as the corner lot for this professional office building site, will be in harmony with the general vicinity. While the rear of the building faces the public right-of-way, this façade and the drive-through lanes will be partially hidden by the mounding, grading, and landscaping. The attached site plan shows no new curb cuts, and uses existing ingress and egress points for the existing professional building.

Thank you for your consideration of this application. If you have any questions or need any additional information, please call.

Respectfully,

Scott Webb, Architect

Jung-Han Chen
Community Development Director
City of Oxford
Municipal Building
101 E. High Street
Oxford, Ohio 45056



SCOTT
WEBB

A R C H I T E C T

103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838

www.scottwebbarchitect.com

Re: Application for Conditional Use
Out Lot @ 10 North Locust Street

August 24, 2007

Dear Mr. Chen,

Please accept this letter as a formal request for a review hearing by the City of Oxford Planning Commission and Oxford City Council for a Conditional Use for a new drive-through banking facility in the General Business Zoning District.

The attached proposal has been prepared for and with the help of the following:

Property Owners:

Beth Swailes
443 Emerald Woods Drive
Oxford, Ohio 45056

Architect:

Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056

Surveyor:

DDS Surveying Inc.
318 South College Avenue
Oxford, Ohio 45056

Statement describing how the proposed Conditional Use meets the following decision standards of the zoning district in which it is located.

In response to the decision standards outlined in the application, we offer the following:

1. *The proposed use is in fact a Conditional Use in the Zoning District in which it is proposed;*

Banks with drive-through facilities are specifically listed as a conditional use in the GB district.

2. *The use and site will satisfy the general intent of the Zoning Code;*

Banks are listed as permitted uses in the GB zoning district. The drive-through facility requires the conditional use approval for site plan review

3. *The use and site will be compatible with general intent of the Comprehensive Plan;*

The Comprehensive Plan call for infill development over expansion in this Subarea. This has never been more true, as the City expands westward with the new Wal-Mart.

4. *The size and shape of the site are sufficient for the proposed use.*

The property at hand was intended for a branch bank. The improvements to the intersection of College Corner Pike, US 27, reduced the overall property area of the intended out lot. The building and its associated traffic circulation has been designed for the remaining lot, though application for relief from the Board of Zoning Appeals will be required for the location of the drive-through lanes.

5. *The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.*

The proposed bank will not be hazardous to its neighbors.

6. *The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.*

The operation of the proposed branch bank will not be detrimental to any person, property or the general welfare.

7. *The only accessory uses will be directly related to the operation of the principal use and will not be operated independent of the principal use.*

There is only one proposed use of the property. No incidental uses are proposed nor anticipated.

8. *The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal or adequate provisions will be made to provide the same services privately.*

All utilities are available at the proposed location. No special provisions are required.

9. *Development of the site and operation of the use will not require substantial public expenditure for infrastructure or services.*

No public expense is anticipated by this project.

10. *The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district*

The site and building is designed to reflect the materials and construction of the existing professional office building on the other portion of the site.

11. *The site is designed so that on-site traffic and traffic accessing the site will not inappropriately impact the movement of traffic on adjacent public streets.*

The site is designed to accommodate the traffic and potential stacking spaces.

12. *Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.*

There are no scenic or natural resources in this area

13. *All Necessary permits and licenses for the Conditional Use and its operation have been obtained or can be obtained for the use at the proposed location.*

All permits will be secured for the construction of this building.

Thank you for your consideration of this proposal. If you have any questions or need any additional information, please call.

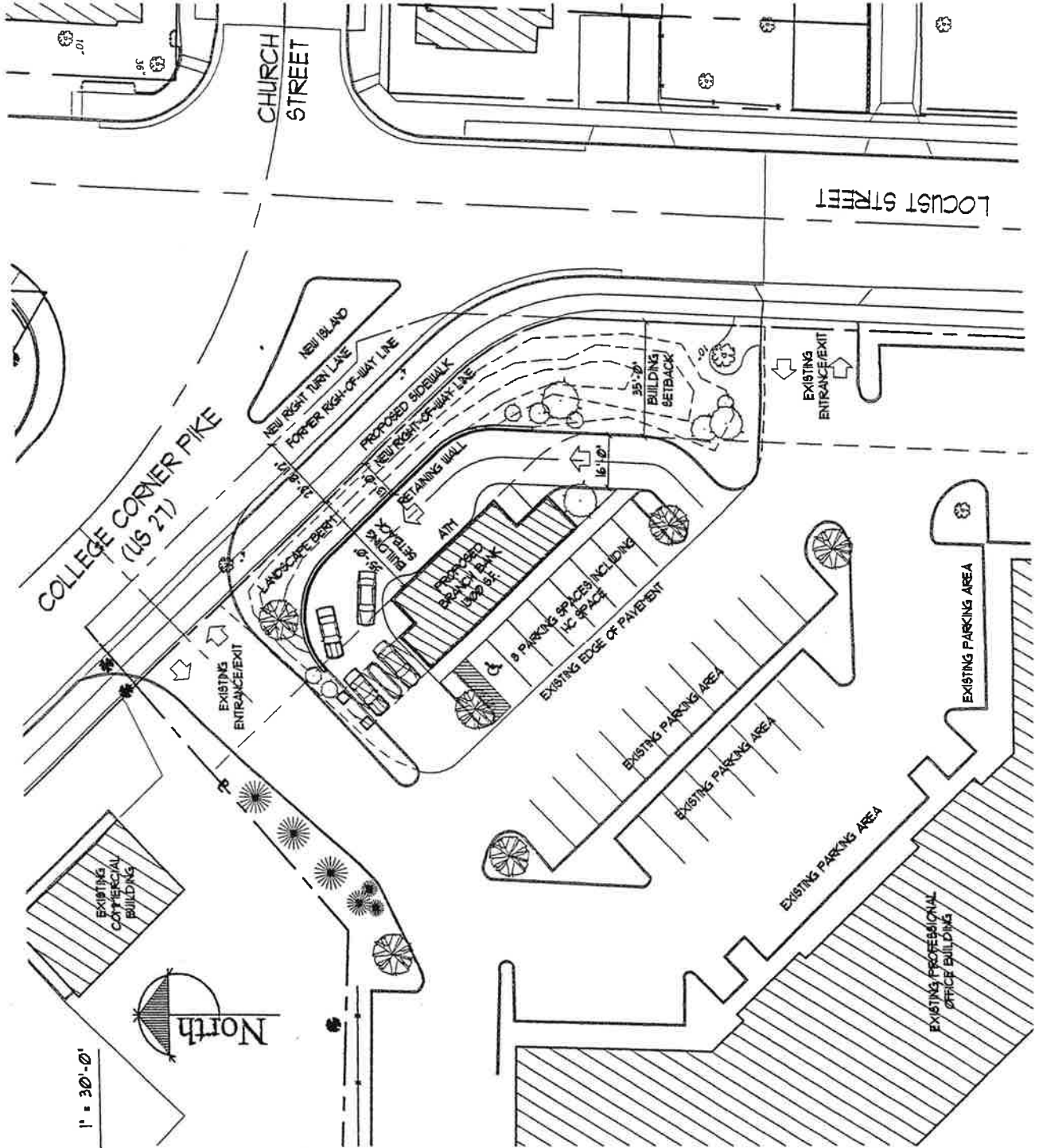
Respectfully,

A handwritten signature in black ink, appearing to read 'S Webb', written over the word 'Respectfully'.

Scott Webb, Architect

SITE PLAN

1" = 30'-0"



SCOTT WEBB
ARCHITECT
183 West Walnut Street
Cincinnati, Ohio 45202
(616) 623-0028
www.scottwebbarchitect.com

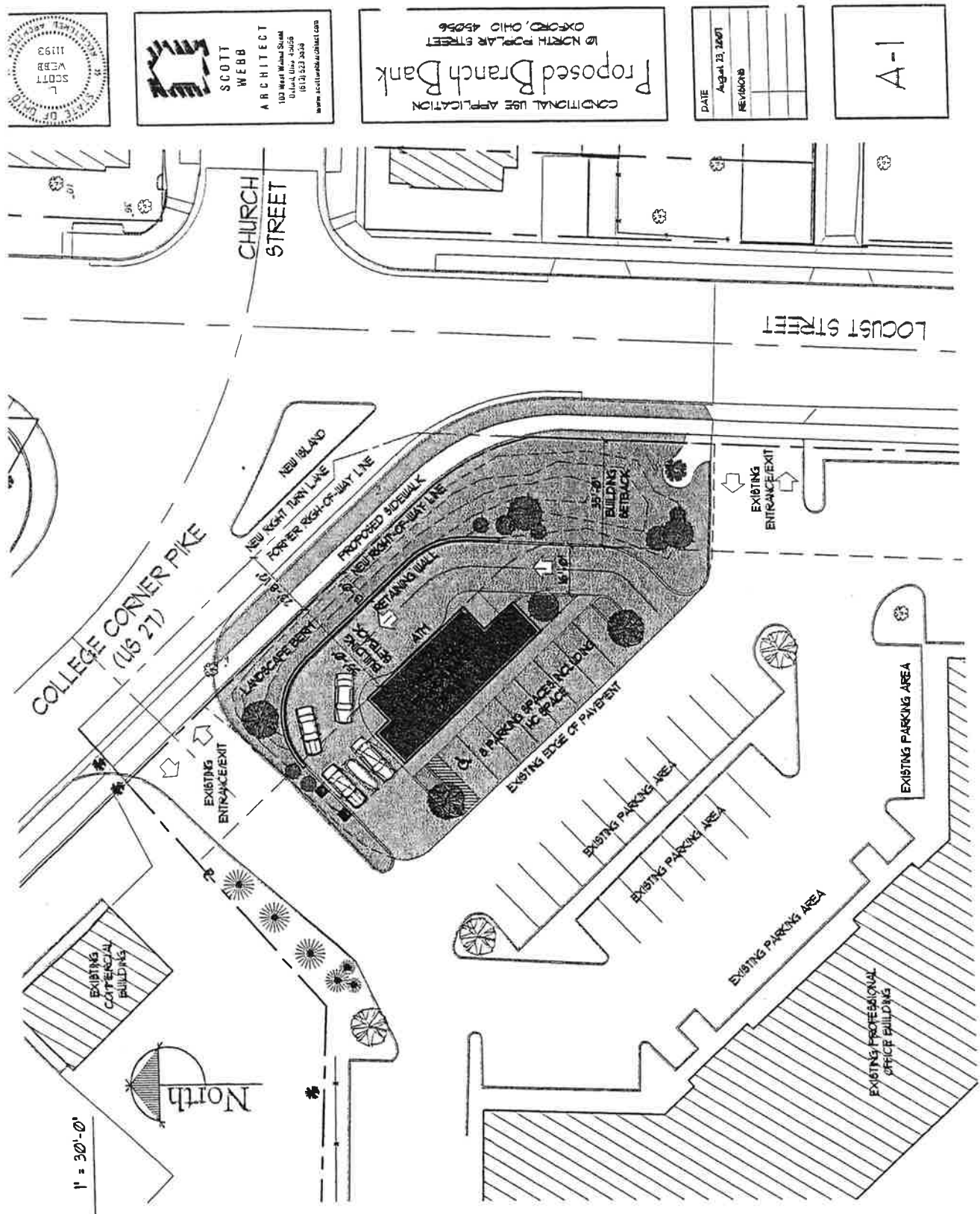
Proposed Branch Bank
CONDITIONAL USE APPLICATION
NORTH POPULAR STREET
XFORD, OHIO 45056

DATE	August 12, 2007
REVISIONS	

A-1

SITE PLAN

1" = 30'-0"

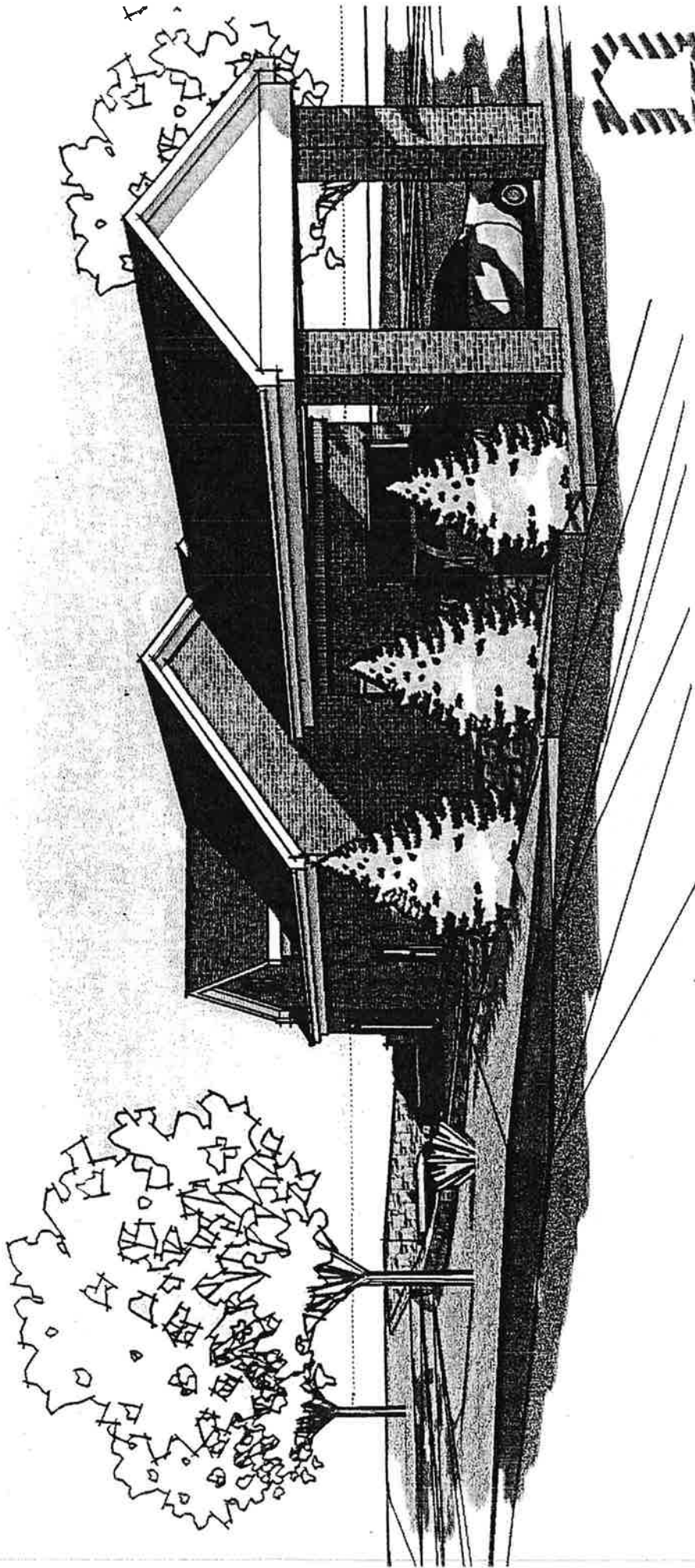


SCOTT WEBB ARCHITECT
 103 West Walnut Street
 Columbus, Ohio 43260
 (614) 523-3434
 www.scottwebbarchitect.com

Proposed Branch Bank
 CONDITIONAL USE APPLICATION
 10 NORTH POPULAR STREET
 OXFORD, OHIO 45056

DATE: August 13, 2007
 REVISIONS:

A-1

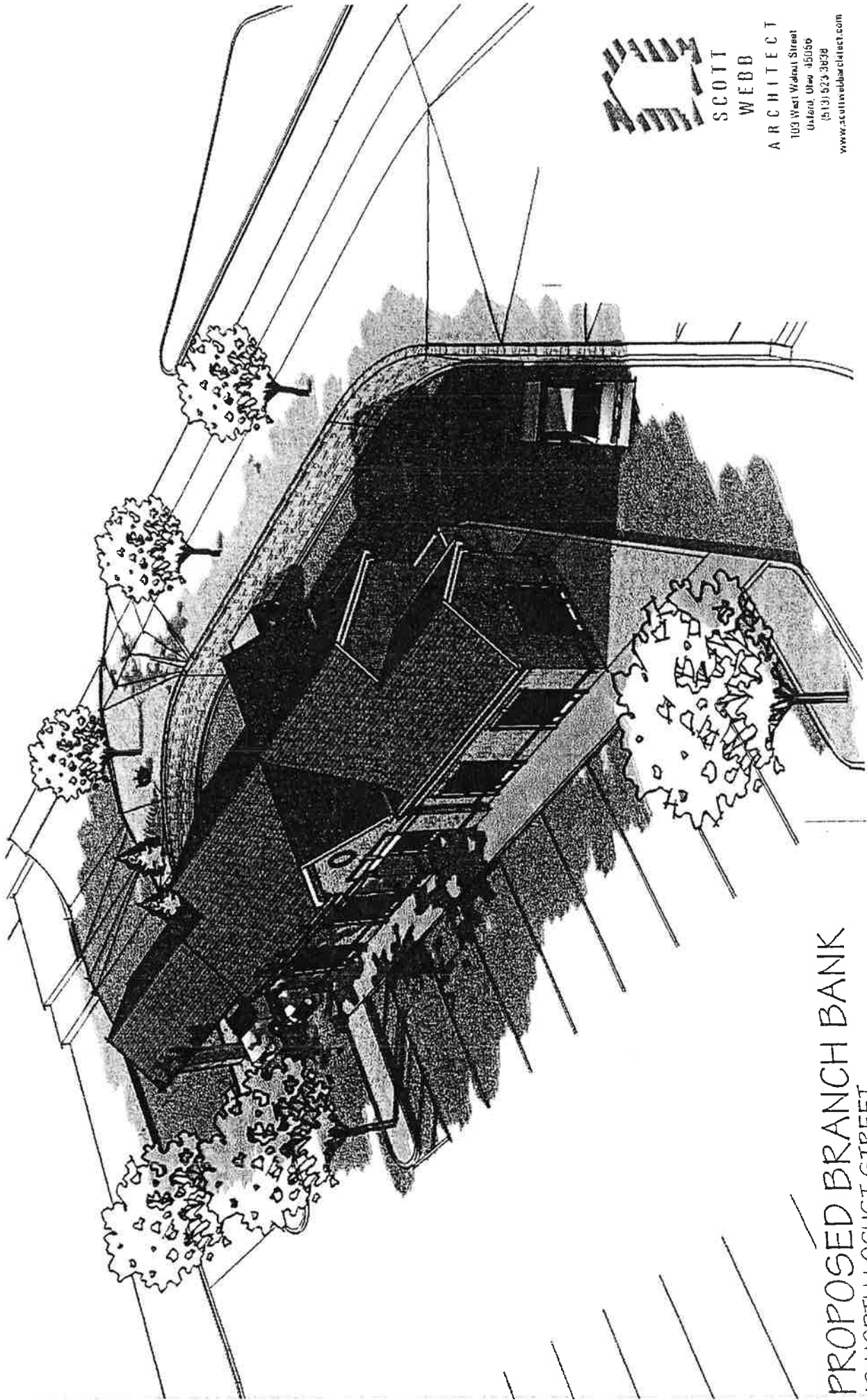


PROPOSED BRANCH BANK
10 NORTH LOCUST STREET

SCOTT
WEBB

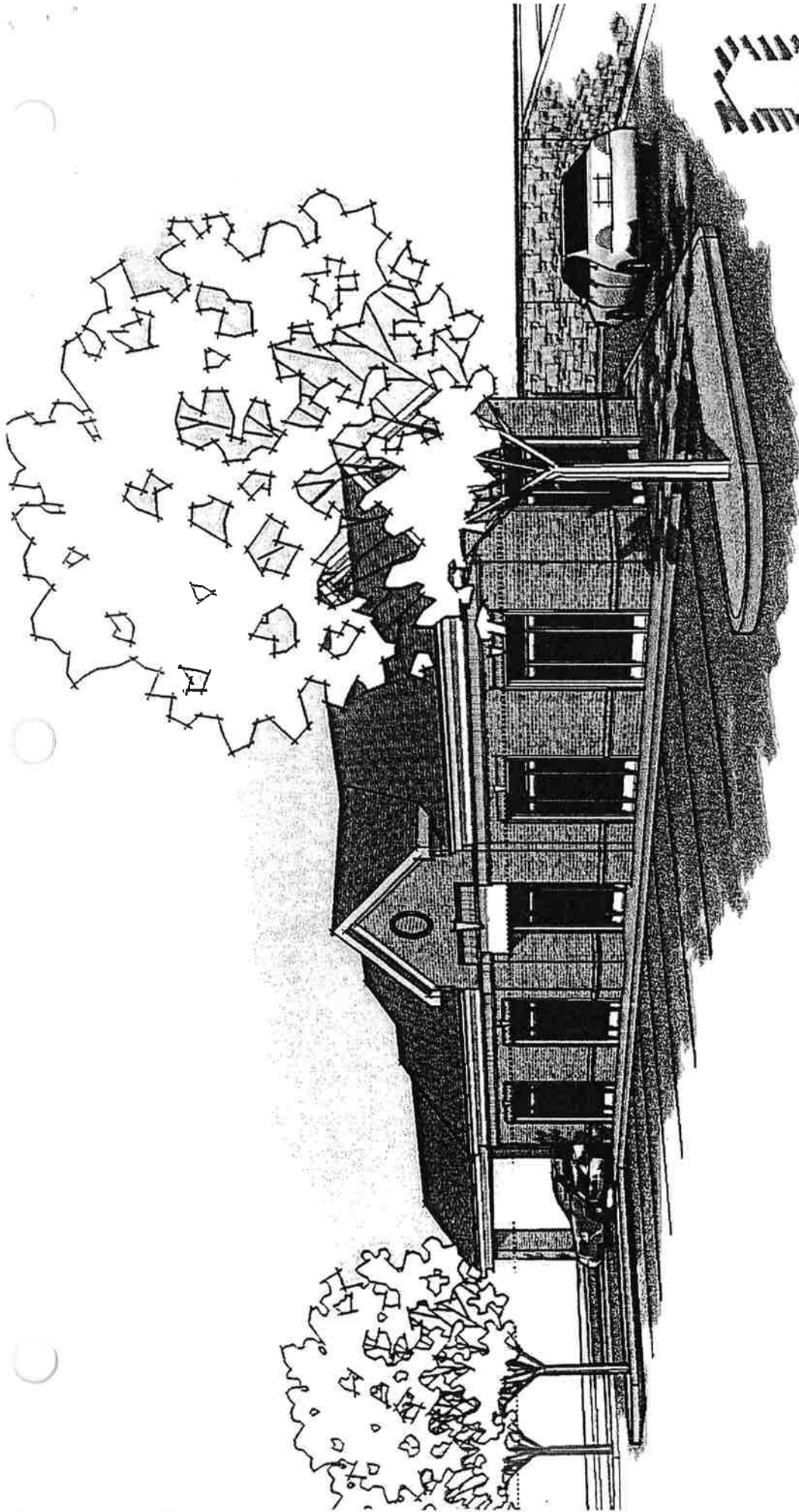
ARCHITECT

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PROPOSED BRANCH BANK
10 NORTH LOCUST STREET



PROPOSED BRANCH BANK
ON NORTH LOCUST STREET



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CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: December 18, 2007

Jung-Han Chen
Prepared By

Account Code No. #:

December 11, 2007
Date Prepared

Budgeted Amount:

Agenda Title: Ordinance Accepting the Annexation Petition of 1.7 Acres in Oxford Township into the City of Oxford.

Recommendation: Approval

Discussion:

This legislation is to officially accept the petition filed by Donna and Jack Thacker and Ned Hoelzer for the subject property being annexed into the City.

City Council adopted a resolution to accept the annexation request in its October 2007 meeting. Subsequently, the Butler County Commissioners also approved this annexation request.

This is the final step of the annexation process and requires City Council to formally accept the parcel into the City. Staff recommends approval of this legislation.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial	Date
JHC	12/11/07
DR	12/14/07

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE ANNEXATION PETITION FROM JACK THACKER, DONNA THACKER, AND NED HOELZER FOR 1.7 ACRES OF LAND IN THE TOWNSHIP OF OXFORD, OHIO AND ACCEPTING SAID TERRITORY TO BE ANNEXED.

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

SECTION 1: Jack Thacker, Donna Thacker and Ned Hoelzer filed a petition with the Board of County Commissioners of Butler County, Ohio, to obtain annexation to the City of Oxford, Butler County, Ohio, territories consisting of 1.7 Acres of Land abutting Millville Oxford Road, in the Township of Oxford, Ohio. Said petition was filed with the consent of all parties pursuant to Ohio Revised Code Section 709.022.

SECTION 2: The Board of County Commissioners did, by Resolution No. 07-10-1883, adopted October 1, 2007, approve the annexation of the proposed territory to the City of Oxford as hereinafter described. Such approval was subject to the terms and conditions contained in the Statement of Services Resolution No. 4299 attached hereto and incorporated herein as Exhibit "A".

SECTION 3: The Board of County Commissioners did, through the Clerk of the Board of County Commissioners, Butler County, Ohio, certify a transcript of the proceedings in connection with the map and petition required herein to the Clerk of the Oxford City Council who received the same on or about the 5th day of October, 2007.

SECTION 4: Sixty (60) days from the date of the filing have now elapsed in accordance with the provisions of Ohio Revised Code 709.04.

SECTION 5: The proposed annexation, as applied for in the petition of Jack Thacker, Donna Thacker, and Ned Hoelzer being the petitioners and owners of the real estate in the territory sought to be annexed and filed with the Board of County Commissioners, Butler County, Ohio, in which the petition prayed for annexation to the City of Oxford, Ohio, of certain territory adjacent thereto as hereinafter described, and which petition was approved for annexation to the City of Oxford, Ohio, by the Board of County Commissioners on October 1, 2007, be and the same is hereby accepted and deemed annexed to the City of Oxford, subject to all the *terms and conditions provided herein and contained within the Statement of Services Resolution No. 4299*, attached hereto and incorporated herein as Exhibit "A", and the acceptance of public roads and streets. The territory to be annexed is more particularly described in Exhibits "B" and "C", attached hereto and incorporated herein.

SECTION 6: A certified transcript of the proceedings for annexation with an accurate map of the territory, together with the petition for annexation and the papers relating to all proceedings heretofore with the County Commissioners, are all on file with the Clerk of the City of Oxford, and have been for more than sixty (60) days.

SECTION 7: The Clerk of the City of Oxford be and is hereby authorized and directed to make four copies of this ordinance, to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners of Butler County, Ohio, related thereto, and certified as to the correctness thereof. The Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, one copy to the County Engineer, and one copy to the Ohio Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective and the Clerk shall do all other things as required by law.

SECTION 8: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

RESOLUTION NO. 4299

A RESOLUTION ACCEPTING THE ANNEXATION PETITION FROM JACK THACKER, DONNA THACKER, AND NED HOELZER IN THE TOWNSHIP OF OXFORD, OHIO; CONSENTING TO SAID ANNEXATION; AND ADOPTING A STATEMENT OF THE SERVICES THE CITY OF OXFORD WILL PROVIDE TO THE PROPOSED TERRITORY TO BE ANNEXED TO THE CITY OF OXFORD, PURSUANT TO A PETITION FILED WITH THE BOARD OF COMMISSIONERS OF BUTLER COUNTY, OHIO, BY JACK THACKER, DONNA THACKER, AND NED HOELZER.

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 Jack Thacker, Donna Thacker, and Ned Hoelzer, in the Township of Oxford, Ohio, hereby accepts said petition.

SECTION 2: Council hereby consents to the annexation petition from Jack Thacker, Donna Thacker, and Ned Hoelzer, in the Township of Oxford, Ohio.

SECTION 3: The Ohio Revised Code, Section 709.031(B) provides that the legislative authority of a municipal corporation shall adopt an ordinance or resolution indicating what services a municipal corporation will provide to the territory to be annexed to the municipal corporation upon receiving notice of the petition for annexation and a hearing date before the Board of Commissioners of Butler County, Ohio.

SECTION 4: The City of Oxford, will provide the following services to the territory sought to be annexed in the petition filed by Jack Thacker, Donna Thacker, and Ned Hoelzer of 1.7 acres plus or minus as described on Exhibit "A", attached hereto and incorporated herein, conditioned upon the property owners providing to the City of Oxford the means of ingress and egress acceptable to the City, by which the City will have access to the proposed annexed territory. These services are conditioned upon access being provided.

POLICE

Police service will be provided on a twenty-four (24) hour basis. Additional police services/equipment will be provided as required.

FIRE PROTECTION

The Oxford Fire Department will provide fire protection and emergency ambulance service without charge in the territory to be annexed. Additional fire protection and services/equipment will be provided as required.

WATER AND SEWER

Water and Sewer, as provided by law and by service contract, will be furnished to the annexed territory where available, subject to the City's ability to provide these services, based on the current system. Upgrading the present system will be necessary and will be done at the owner's expense.

PLANNING AND DEVELOPMENT

A professional planning and engineering staff and economic development staff will be available to service the annexed territory.

ZONING REGULATIONS

Current City of Oxford Zoning Regulations will be enforced in the annexed territory.

STREET MAINTENANCE

The Division of Streets will provide a full range of street maintenance activities, upon the owners dedicating streets to the public and deeding the same to the City.

BUILDING AND PLANNING SERVICES

Building inspection and planning services by the City of Oxford's professional staff will be provided to the territory on annexation.

WASTE COLLECTION

Waste collection services will be provided immediately upon annexation. Waste collection services are provided on a weekly basis and consist of curb-side pick-up. The property owners will be subject to a monthly fee for waste-collection services.

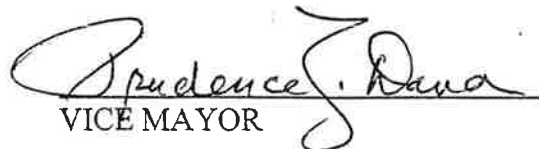
PARKS AND RECREATION

As the territory develops, the need for parks and recreational facilities will be evaluated and appropriate facilities provided upon approval of the Council of the City of Oxford. The City of Oxford currently provides to its citizens play fields, a swimming pool, tennis courts, and ball fields.

MISCELLANEOUS

Any and all other services provided to the citizens of the City of Oxford will be provided to the proposed territory upon annexation.

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


VICE MAYOR

ADOPTED: October 2, 2007

ATTEST:


DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: JEROME CONLEY

PREPARED BY: LAW (STAFF)

RESOLUTION NO. 07-10-1883

Resolved By the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, a petition to annex 1.7 acres of land in Oxford Township, Butler County, Ohio to the City of Oxford, Ohio (hereafter Oxford) was filed with the Clerk of the Board of County Commissioners (hereafter the Petition) on July 27, 2007; and

WHEREAS, the territory proposed to be annexed (hereafter the Territory Proposed to be Annexed) into Oxford is described in the Petition as:

Situated in Section 36, Town 5, Range 1, Oxford Township, Butler County, Ohio, and being all of the lands of Jack Thacker, Donna Thacker, and Ned C. Hoelzer, as recorded in Official Record 7833, Page 1286 of the Butler County, Ohio records and being further described as follows:

Beginning at the intersection of the westerly line of aforementioned Section 36 and the centerline of Millville Oxford Road (S.R. 27).

Thence along the centerline of said Millville Oxford Road (S.R. 27), South 33' 42' 27" East 478.61 feet to a point on the southerly line of the aforementioned lands of Jack Thacker, Donna Thacker, and Ned C. Hoelzer, thence leaving said centerline, along said southerly line, South 64'57' 44" West 313.55 feet to a point on the aforementioned westerly line of said Section 35; thence leaving said southerly line, along said section line, North 01' 59' 39" East 531.17 feet to the point of beginning, containing 1.7 acres of land and being subject to all restrictions, easements and right-of-ways of record.

WHEREAS, a hearing upon the Petition was held before the Board of Butler County Commissioners in the Butler County Commission Chamber on September 20, 2007, at which time evidence and testimony for, against, and about the Petition and the Territory Proposed to be Annexed was solicited by the Board; and

WHEREAS, no evidence of testimony was offered in favor of or opposed to the annexation at the hearing and no owner's signatures were requested to be withdrawn from the Petition; and

WHEREAS, it is now time for the Board to decide whether or not to grant the Petition; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF BUTLER COUNTY COMMISSIONERS THAT:

SECTION 1: In accordance with R.C. 709.033 this Board finds, based upon a preponderance of the substantial, reliable, and probative evidence on the whole record, that:

(a) The petition meets all the requirements set forth in, and was filed in the manner provided in, section 709.02 of the Revised Code.

(b) The persons who signed the petition are owners of real estate located in the territory proposed to be annexed in the petition, and, as of the time the petition was filed with the board of county

RESOLUTION NO. 07-10-1883

Page 2 of 3

commissioners, the number of valid signatures on the petition constituted a majority of the owners of real estate in that territory.

(c) The municipal corporation to which the territory is proposed to be annexed has complied with division (D) of section 709.03 of the Revised Code.

(d) The Territory Proposed to be Annexed is not unreasonably large.

(e) On balance, the general good of the Territory Proposed to be Annexed will be served, and the benefits to the Territory Proposed to be Annexed and the surrounding area will outweigh the detriments to the Territory Proposed to be Annexed and the surrounding area, if the annexation petition is granted, treating the "surrounding area" as the territory within the unincorporated area of any township located one-half mile or less from any of the Territory Proposed to be Annexed.

(6) No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipal corporation has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway.

SECTION 2: In accordance with R.C. 709.033(B) and its finding set forth above this Board hereby grants the Petition to annex the Territory Proposed to be Annexed to Oxford.

SECTION 3: In accordance with R.C. 709.033(B) the Board instructs the Clerk of the Board, upon journalization of this resolution to send a certified copy of this Resolution to: (a) the agent for the petitioners, (b) the clerk of the legislative authority of the City of Oxford, and (c) the fiscal officer of Oxford Township. The clerk of this board shall take no further action until the expiration of thirty (30) days after the date of journalization.

SECTION 4: In accordance with R.C. 709.033(C) if ,after the expiration of the thirty-day period contained in Section 3 of this Resolution, no appeal has been timely filed under R.C. 709.07, the clerk of this board shall deliver a certified copy of the entire record of the annexation proceedings, including all resolutions of the board, the petition, map, and all other papers on file, the recording of the proceedings, if a copy is available, and any exhibits presented at the annexation hearing, to the clerk of the City of Oxford in order that Oxford can determine whether or not to accept the annexation in accordance with R.C. 709.04.

SECTION 5: In accordance with R.C. 709.033(D), if a timely appeal is filed in the manner provided in R.C. 709.07 from the determination of this board, the clerk of the board shall take further action only in accordance with that the instructions of a court of competent jurisdiction.

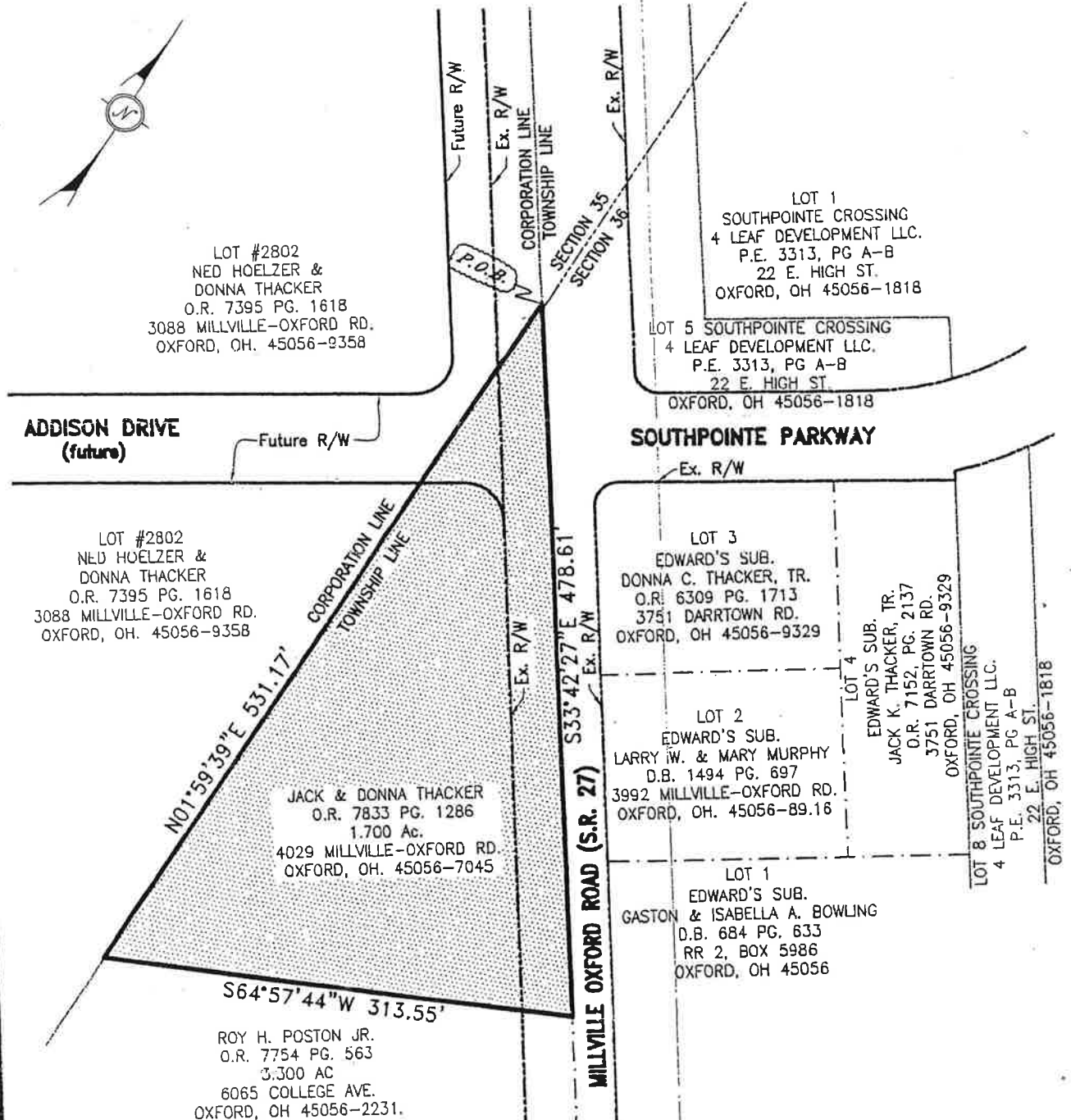
Requestor: Flora Butler
Request Date: September 26, 2007

Commissioner Dixon moved for the adoption of the foregoing resolution.
Commissioner Furmon seconded the motion and upon call of the roll,
the vote resulted as follows:

Commissioner	Furmon	Yea
Commissioner	Dixon	Yea
Commissioner	Jolivette	Yea

Adopted: October 01, 2007

Attest: Flora K. Butler, Clerk



NOTE:

"This plat is prepared for annexation purposes only and does not meet the minimum standards for a boundary survey."

Drawing:	06F115-000 AX
Scale:	1"=100'
Drawn by:	B.B.
Checked By:	T.K.T.
Issue Date:	07/05/07

ANNEXATION PLAT
OXFORD TOWNSHIP TO
CITY OF OXFORD
SECTION 36, TOWN 5, RANGE 1
Butler County, Ohio

ANNEXATION EXHIBIT



700 Nilles Road
Fairfield, OH 45014 • 513.829.2149