



Agenda

Oxford City Council

Court House

TUESDAY, JANUARY 16, 2018

EXECUTIVE SESSION

None.

1. Roll call. Kate Rousmaniere, Mayor; Steve Dana - Vice Mayor; Chantel Raghu; Glenn Ellerbe; Mike Smith; David Prytherch; Edna Southard

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. Proclamation - "Nu Alpha Week".



Proclamation

B. Notice to Legislative Authority - Transfer permit from Stella 12 Beech LLC DBA Stella 12 Beech 1st Floor 12 S. Beech Oxford, Ohio 45056 to Soaring A & R LLC 1st Floor 12 S. Beech Oxford, Ohio 45056. (Alan Kyger, Economic Development Director).



Notice

C. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff or other members of the public and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

4. Consent Agenda.

A. Minutes of the January 2, 2018 City Council Work Session. (Mary Ann Eaton, Clerk of Council)



Minutes

B. Minutes of the January 2, 2018 City Council Meeting. (Mary Ann Eaton, Clerk of Council)



Minutes

C. Report regarding the January 3, 2018 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)



Report

D. Report regarding the January 3, 2018 Environmental Commission Meeting. (Mike Dreisbach, Service Director)



Report

5. Resolutions.

1. A Resolution declaring it necessary to levy an additional tax in excess of the ten-mill limitation, as stated in Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, for parks and recreational purposes, which levy shall be Three and Twenty Five Hundredths (3.25) Mills to run for ten (10) years, and declaring the question of the additional tax levy shall be submitted to the electors at the Primary Election to be held May 8, 2018. (Doug Elliott, City Manager)



Staff Report/Resolution

2. A Resolution authorizing the City Manager to amend the existing professional services contract with Bayer & Becker, Inc. a copy of which is attached hereto as Exhibit "A" for the design of the OATS Trail Phase II at a cost of \$246,205.00 plus a contingency amount of 2.35% of the contract price or \$5,795.00 for a total cost not to exceed \$252,000.00. (Mike Dreisbach, Service Director)



Staff Report/Resolution

3. A Resolution authorizing the City Manager to enter into a contract with Mid-American Cleaning Contractors, Inc. to provide custodial services for the Oxford Parks and Recreation Department at the costs outlined in Exhibit "A" attached hereto. (Casey Wooddell, Parks and Recreation Director)



Staff Report/Resolution

4. A Resolution authorizing the City Manager to enter into an agreement with NUPARK, INC. for the purchase of an Automated License Plate Recognition (ALPR) Parking Management System through the National Cooperative Alliance (contract #05-17) at a cost not to exceed \$63,775.00. (John Jones, Police Chief)



Staff Report/Resolution

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 - None.

- B. Second Reading.

1. An Ordinance Approving A Conditional Use Permit To Allow For The Expansion Of A Place Of Worship In The MU (Miami University) District At 800 Maple Street, Oxford, Ohio 45056 With Conditions. (Jung-Han Chen, Community Development Director)



Staff Report/Ordinance

2. An Ordinance Amending Ordinance No. 3449. Supplemental Budget Ordinance Number 1 To Make Supplemental Appropriations For Fiscal Year 2018. (Joe Newlin, Finance Director)



Staff Report/Ordinance

7. A. Announcements & Communications.

1. Discussion - Sidewalks & Snow Removal.

2. Remarks from City Council and City Staff.

- B. Future Meetings.

WED - Jan 17 Board of Zoning Appeals Meeting 7:30 p.m.

THUR - Jan 18 Recreation Board/TRI Board Meeting 12:00 p.m. LCNB

FRI - Jan 19 Community Improvement Corporation Meeting 12:00 p.m. LCNB

TUES - Feb 6 City Council Work Session 6:30 p.m.

TUES - Feb 6 City Council Meeting 7:30 p.m.

WED - Feb 7 Historic and Architectural Preservation Commission Meeting 6:00 p.m.

WED - Feb 7 Environmental Commission Meeting 7:00 p.m. Municipal Building

THUR -Feb 8 Civil Rights Commission Meeting 4:00 p.m. Lane Library

TUES - Feb 13 Planning Commission Meeting 7:30 p.m.

THUR - Feb 15 Recreation Board Meeting 4:00 p.m. Senior Center

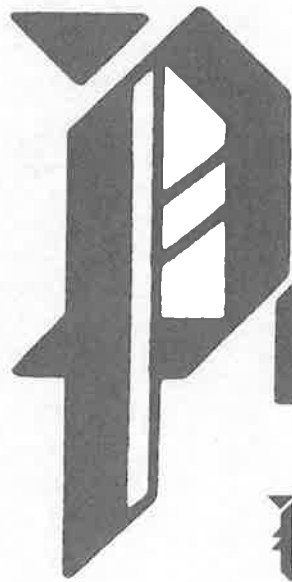
THUR - Feb 15 Police Community Relations & Review Commission 7:00 p.m.

MON - Feb 19 Holiday - City Offices Closed

TUES - Feb 20 City Council Meeting 7:30 p.m.

WED - Feb 21 Board of Zoning Appeals Meeting 6:30 p.m.

8. Adjourn.



Office of the Mayor

Proclamation

Whereas:

the Nu Alpha Chapter of the Delta Theta Tau sorority was chartered in Oxford, Ohio, in January of 1968 by a branch of Eta Kappa of Brookville, Indiana and has grown into a prosperous organization; and

WHEREAS, Jean Luechauer, with us this evening, from Eta Kappa was the Nu Alpha chapter founder; and

WHEREAS, joining her as charter members were Barbara Gutzwiller, Neva McCoy, Shirley McCoy, Gwen Kuhn, Margaret Brackey, Lois Frasure, Jan Davis, Leda Melis, Vada Witter, Laura Schultz, Meredith Alban and Maxine Baudendistle. Nu Alpha presently has 31 members; and

WHEREAS, the Delta Theta Tau sorority was founded in 1903, all chapters were organizations dedicated to the advancement of philanthropy and charity, and Nu Alpha has strived to advance those principles during their 50 years of existence; and

WHEREAS, Nu Alpha continues the mission of improving the quality of life in and around Oxford. Monetary donations have been made to the restoration of the Black Bridge, to the new Lane Library and to many other local projects; and

WHEREAS, an annual contribution is made to the Oxford Senior Center, McCullough Hyde/TriHealth Hospital, City of Oxford 4th of July celebration, College Corner 4th of July celebration and recently Nu Alpha sponsored a Relay for Life Team; and

WHEREAS, Nu Alpha's many contributions for the betterment of the Oxford area are too numerous to list, and have resulted in \$10,000 being returned to the community in fiscal year 2016-2017.

NOW, THEREFORE, I, Kate Rousmaniere, Mayor of the City of Oxford, Ohio, do hereby proclaim the week of January 15, 2018 to be:

'NU ALPHA WEEK'

in the City of Oxford and encourage Oxford residents to thank members of Nu Alpha for their many contributions to enhance the quality of life for all in the Oxford area community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 16th day of January 2018.


Kate Rousmaniere, Mayor

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: January 16, 2018

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

January 4, 2018
Date Prepared

Agenda Title: Legislative Authority Notice - Transfer permit from Stella 12 Beech LLC DBA Stella 12 Beech 1st Floor 12 S. Beech Oxford, Ohio 45056 to Soaring A&R LLC 1st Floor 12 S. Beech Oxford, Ohio 45045.

Recommendation: N/A

Discussion:

The permit is for:

- D2 - Wine and mixed beverages for on premises consumption or in sealed containers for carryout.
- D2X Beer only for on premises consumption or in sealed Containers for carryout.
- D3 - Spirituous liquor for on premises consumption only until 1:00 a.m.
- D3A Extend issued permit privileges until 2:30 a.m.
- D6 Sale of intoxicating liquor on Sunday between the hours of 10:00 a.m. or 11:00 a.m. and midnight.

Approved By:

Department Head:
City Manager:

Initial Date

DRE 1/11/18

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

8314813		TRFO	SOARING A & R LLC 1ST FL 12 S BEECH OXFORD OH 45056
PERMIT NUMBER		TYPE	
06	01	2016	
ISSUE DATE			
12	20	2017	
FILING DATE			
D2 D2X D3 D3A D6		PERMIT CLASSES	
09	088	A	F19625
TAX DISTRICT			RECEIPT NO.

RECEIVED
12-27-17
City of Oxford

FROM 12/22/2017

8538456			STELLA 12 BEECH LLC DBA STELLA 12 BEECH 1ST FL 12 S BEECH OXFORD OH 45056
PERMIT NUMBER		TYPE	
06	01	2016	
ISSUE DATE			
12	20	2017	
FILING DATE			
D2 D2X D3 D3A D6		PERMIT CLASSES	
09	088		
TAX DISTRICT			RECEIPT NO.



MAILED 12/22/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/22/2018

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A TRFO 8314813

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF OXFORD CITY COUNCIL
101 E HIGH ST
OXFORD OHIO 45056

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

8314813

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 8314813; Name: SOARING A & R LLC; DBA: ; Address: 12 S BEECH OXFORD 45056		
LAWRENCE Y HU	MANAGE MEM	

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- [Ohio Department of Commerce](#)

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A Work Session of the Oxford City Council was called to order by Mayor, Kate Rousmaniere on Tuesday, January 2, 2018 at 6:00 p.m. Council members present were Steve Dana, Glenn Ellerbe, David Prytherch, Chantel Raghu, Mike Smith and Edna Southard.

Staff members present: Doug Elliott, City Manager; Joe Newlin, Finance Director; Mike Dreisbach, Service Director; Jung-Han Chen, Community Development Director; John Jones, Police Chief; Geoff Robinson, Police Lieutenant; John Detherage, Fire Chief; Amy Blankenship, Assistant Law Director and Mary Ann Eaton, Clerk of Council.

Mr. Wayne Chapman and Mr. Greg Horn were in attendance from Management Partners.

APPROVAL OF AGENDA

Mr. Dana moved to approve the agenda. Mr. Ellerbe seconded. The motion carried 7-0-0.

PURPOSE

The purpose of the Work Session was to discuss Management Partners assessment of the City of Oxford's options if the current Butler County area court system is modified. The modification proposed by the Butler County prosecutor would result in Area 1 Court being moved from Oxford to Hamilton.

INTRODUCTORY COMMENTS

Mr. Elliott welcomed everyone and advised the report prepared by Management Partners with regard to court services options was posted on the City's website. Mr. Elliott turned the meeting over to representatives from Management Partners.

PRESENTATION

Mr. Wayne Chapman, provided a PowerPoint and advised Council wanted to know its options if the current court structure is modified. Mr. Chapman noted Management Partners, Inc. was retained to analyze options and present advantages and disadvantages of each for Council's consideration.

Mr. Chapman discussed the project methodology including: interviewing stakeholders, examining workload data and budget information for current Area 1 Court, researching Ohio Supreme Court Administrative Rules and Ohio Revised Code Chapter 19, reviewing the prosecutor's proposal for restructuring and using information from Bowling Green Municipal Court and Dublin's Mayor's Court.

Mr. Chapman discussed the prosecutor's proposal implementation requirements and advised the prosecutor does not have the authority to unilaterally implement his proposal.

Mr. Chapman noted state legislators must sponsor court restructuring and having the Butler County Commissioner's and the Ohio Supreme Court's support was crucial.

Mr. Chapman discussed the stakeholder viewpoints noting they nearly unanimously favor the current court structure and strongly advocate retaining court services in Oxford if the prosecutor's proposal is implemented. Mr. Chapman advised the stakeholders expressed strong affinity for court service options with local control characteristics such as a locally administered diversion program.

Mr. Greg Horn, discussed the various options including Alternative 1 – Mayor's Court, Alternative 2 – Oxford Municipal Court, Alternative 3A – Prosecutor's Proposal, Alternative 3B – Oxford Sited Court and Alternative 3C – Oxford Satellite Court.

Mr. Chapman summarized the rankings for each Alternative relative to convenience, cost and local control noting the status quo was ranked the best in terms of convenience and cost.

A question and answer period followed along with comments from Council and staff.

Comments were taken from members in the audience including Mr. Jim Robinson, Attorney, and Judge Robert Lyons.

Mr. Elliott advised his goal this evening was for Council to be well informed of their options in the event the prosecutor's proposal for court restructuring ever comes to fruition.

ADJOURNMENT

Mr. Dana moved to adjourn at 7:26 p.m. Mr. Smith seconded. The motion carried 7-0-0.

Council Minutes

January 2, 2018

Page 1

A regular meeting of the Oxford City Council was called to order by Mayor Kate Rousmaniere on Tuesday, January 2, 2018 at 7:30 p.m. Those members present were Steve Dana, Glenn Ellerbe, David Prytherch, Chantel Raghu, Mike Smith and Edna Southard.

Staff members present: Mr. Doug Elliott, City Manager; Mr. Mike Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. Joe Newlin, Finance Director; Mr. Jung-Han Chen, Community Development Director; Mr. Casey Wooddell, Parks and Recreation Director; Mr. John Detherage, Fire Chief; Ms. Amy Blankenship, Assistant Law Director and Ms. Mary Ann Eaton, Clerk of Council.

PLEDGE OF ALLEGIANCE

Mayor Rousmaniere requested the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Dana moved to approve the agenda. Mr. Smith seconded. The motion passed 7-0-0.

PUBLIC PARTICIPATION

PUBLIC COMMENTS

Ms. Jessica Greene, Enjoy Oxford, advised a Resolution was on the Consent Agenda requesting the waiver of fees for the summer music festival which takes place in the Uptown Park every Thursday in the summer. Ms. Greene noted the concerts would once again be extended into September through a partnership with Miami University. Ms. Greene advised the September concerts were moderately successful last year and she felt it was because it was not announced at the beginning of the season. Ms. Greene noted this year all of the concerts would be announced at the beginning of the summer and students would be encouraged to participate on the selection committee to help select the bands for the summer and early fall. Ms. Greene asked for Council's support for the summer music.

CONSENT AGENDA

Ms. Southard noted item E. on the consent agenda was a typo and should be with the Resolutions. Ms. Eaton advised Resolutions were permitted to be on the Consent Agenda. Mr. Elliott noted routine Resolutions can be placed on the Consent Agenda.

MINUTES

Minutes of the December 19, 2017 City Council Work Session. (Mary Ann Eaton, Clerk of Council)

Minutes of the December 19, 2018 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

REPORTS

Report regarding the December 12, 2017 Planning Commission Meeting. (Jung-Han Chen, Community Development Director)

Report regarding the December 19, 2017 Recreation Board Meeting. (Casey Wooddell, Parks and Recreation Director)

RESOLUTION **WAIVE FEES**

A Resolution No. 6032 authorizing the City Manager to waive the fees adopted in the Fee Ordinance for the street closures for the Visitors Bureau for the 2018 Annual Summer Music Festival. (Doug Elliott, City Manager)

Mr. Ellerbe moved to approve the Consent Agenda. Mr. Dana seconded. The motion passed 7-0-0.

RESOLUTIONS

RESOLUTION **CURB, GUTTER & SIDEWALK** **ASSESSMENTS**

A Resolution No. 6033 determining the total cost of the assessment by lot, authorizing the list of assessments by lot to be filed with the Clerk of Council and ordering the same be opened for public inspection and authorizing the Clerk of Council to publish notice in a newspaper of general circulation that the list of assessments by lot is available for public inspection. (Mike Dreisbach, Service Director)

Mr. Dreisbach advised in July Council approved a construction contract with W.G. Stang to improve curb, gutter and sidewalk on properties that did not make the necessary improvements themselves. Mr. Dreisbach noted that work is now complete and staff has assessed what the dollar amounts are for each parcel involved in the project. Mr. Dreisbach advised the total amount to be assessed was \$153,580.50 for 68 parcels of which the parcel owners chose that the City make the necessary improvements. Mr. Dreisbach asked for Council's approval to continue the process of notifying the property owners and advertising the actual cost of the project. Mr. Dreisbach advised property owners had time to appeal if they felt something was in error and once that process was complete an Ordinance would come forward to authorize the assessment to be paid over 5 years at 5% interest or a parcel owner can pay the amount owed in cash and choose not to be assessed.

Mayor Rousmaniere inquired if there were any comments from the public and there were none.

Mayor Rousmaniere inquired if this was the last of the sidewalk improvements and Mr. Elliott advised the City planned to continue this process along with the annual paving program.

Mr. Ellerbe moved to adopt Resolution No. 6033. Mr. Dana seconded. The motion passed 7-0-0.

RESOLUTION
ADDITIONAL TAX

A Resolution No. 6034 determining the necessity of levying an additional tax in excess of the ten-mill limitation for Parks and Recreational purposes as authorized by the Ohio Revised Code which levy shall be two and five tenths mills (2.5) which is an additional levy of two and five tenths mills (2.5), to run for ten (10) years, pursuant to Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, and requesting the County Auditor to certify matters in connection therewith. (Doug Elliott, City Manager)

Mr. Elliott advised his report related to the next two Resolutions as well. Mr. Elliott read the following report into the record "At the December 19, 2017 Work Session City Council discussed funding for the Oxford Area Trail. As the result of discussion at the Work Session, Mayor Rousmaniere has requested proceeding with legislation to place an additional property tax levy on the May 8, 2018 ballot. The purpose of the proposed levy is for the Oxford Area Trail. The proposed language for the levy is stated for "Parks and Recreational Purposes" which follows ORC Section 5705.19 (H). This Section of the Ohio Revised Code gives the purposes for which a tax levy in excess of the 10-mill limitation may be adopted by a municipality. The Resolution of Necessity must be adopted by a vote of two-thirds of the City Council members. The proposed levy will be voted outside millage at a fixed rate. If adopted by the voters, it will be subject to tax reduction factors. Tax reduction factors are calculated on each voted tax levy. Its purpose is to eliminate inflationary revenue growth that would result from increased property values due to reappraisals (HB 920 adopted in 1976).

The first step in the process is to adopt a Resolution requesting that the Butler County Auditor provide and certify certain information. The Butler County Auditor will provide a certificate that will provide the revenue that will be produced by a specific rate, as well as, information necessary for the ballot. The auditor must issue the certification within 10 days of receipt of the request. The auditor's certification must be submitted to the Butler County Board of Elections along with the Resolution of Necessity requesting the issue be placed on the ballot. I have placed on the agenda three resolutions for Council to consider. The first is a resolution with a rate of 2.5 mills for 10 years. The second has a rate of 3.25 mills for 10 years. The third is for 3.65 mills for 10 years. It is estimated that the first levy option will generate \$7.4 million over 10 years. The second will generate \$9.7 million over 10 years. The third will generate \$10.9 million over 10 years. All three of these figures are city estimates. If Council chooses to adopt all three resolutions, they will be submitted to the Butler County Auditor for certification. Once the certifications with the estimated revenue are received, City Council can determine which of the three to adopt in the final Resolution of Necessity. This final legislation must be adopted and submitted to the Butler County Board of Elections before February 7, 2018. "

Mr. Elliott advised staff recommends Council adopt all 3 Resolutions which will be submitted to the County Auditor to obtain revenue estimates and then Council should decide which one to move forward with.

Ms. Jessica Greene, Enjoy Oxford, advised she was representing the Oxford Area Trails Committee and the committee was hoping to use levy money for funding the Oxford Area Trails system. Ms. Greene noted this was a recreational trail that will circumnavigate the City of Oxford when completed and will be just under 12 miles. Ms. Greene advised the committee hoped to use levy dollars to help secure further grants noting grant dollars that can be applied for required matching funds. Ms. Greene noted the levy dollars could also be used to locally fund segments of the trail that might be challenging to get a state or federal grant for. Ms. Greene advised her personnel goal was to see the trail completed in ten years.

Mayor Rousmaniere inquired who would help Council decide which of the three levy options would be best.

Mr. Elliott advised he felt the 2.5 mil levy would meet Ms. Greene's projected revenue needs reiterating that the 7.4 million dollars over ten years was an estimate and the City would obtain revenue figures from the County Auditor. Mr. Elliott noted he envisioned meeting with Mayor Rousmaniere to discuss which option to present at the next meeting. Mr. Elliott reminded everyone that time was of the essence to get a levy on the May ballot.

Ms. Greene advised the committee projected receiving 3.5 million dollars more in grants and locally raising an additional 1.5 million dollars through community partners. Ms. Greene advised another 7 million was needed to complete the trail. Ms. Greene noted having some cushion would be good but it would be additional burden on the taxpayers.

Mayor Rousmaniere inquired if the OATS committee would help educate the voters by May and Ms. Greene advised the committee offered to lead the education campaign about the levy and promote what they are trying to achieve.

Mr. Ellerbe suggested a ten percent contingency would be prudent since a 2.5 mil levy was 'skin of the teeth' funding.

Mr. Ellerbe advised he would like to make a motion to raise the 2.5 mil proposal to 2.75 for a ten percent contingency.

Ms. Southard noted she felt the goal was to get the Resolution passed and get the taxpayers to favor it. Ms. Southard advised she was in favor of leaving the proposal at 2.5 mils.

Ms. Greene offered to meet with Mr. Chen and Mr. Dreisbach to reevaluate the numbers, look at inflation over several years and wait for the County Auditor to come back with what they thought the actual revenue would be and then make a recommendation to Council on the millage.

Mr. Dana encouraged Ms. Greene to meet with Mr. Dreisbach and Mr. Chen.

Mr. Ellerbe moved to increase the 2.5 mil on the current Resolution to 2.75 to account for a ten percent contingency in the funding plan presented to Council at their last Work Session. Mr. Dana seconded. The motion failed 1-6-0.

Mr. Prytherch noted there was a range of numbers and Mr. Ellerbe's point was a good one which was why Council ended up with the 3.25 option. Mr. Prytherch noted all three options would allow the project to be constructed. Mr. Prytherch advised he felt this was an investment in being able to bring money into the community noting the City had to pass up applying for certain grants because matching funds were needed.

Mayor Rousmaniere asked for certain levy data with regard to which ones have passed and failed and Ms. Greene advised the OATS Committee could research the issue.

Ms. Southard noted it was important that the public knew the levy was for the recreational trail and not for the new aquatic center.

Mr. Prytherch asked for accurate numbers with regard to what each proposed levy amount would cost homeowners. Mr. Elliott advised staff would provide that information.

Mr. Dana moved to adopt Resolution No. 6034. Mr. Smith seconded. The motion passed 7-0-0.

RESOLUTION **TAX LEVY**

A Resolution No. 6035 determining the necessity of levying an additional tax in excess of the ten-mill limitation for Parks and Recreational purposes as authorized by the Ohio Revised Code which levy shall be three and twenty five hundredths mills (3.25) which is an additional levy of three and twenty five hundredths mills (3.25) to run for ten (10) years, pursuant to Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, and requesting the County Auditor to certify matters in connection therewith. (Doug Elliott, City Manager)

Mr. Elliott advised the City planned to put one levy on the ballot even though three Resolutions would be adopted to obtain revenue estimates from the Butler County Auditor.

Mayor Rousmaniere inquired if there were any comments from the public or additional comments from Council and there were none.

Ms. Southard moved to adopt Resolution No. 6035. Mr. Smith seconded. The motion passed 7-0-0.

RESOLUTION **TAX LEVY**

A Resolution No. 6036 determining the necessity of levying an additional tax in excess of the ten-mill limitation for Parks and Recreational purposes as authorized by the Ohio Revised Code which levy shall be three and sixty five hundredths mills (3.65) which is an additional levy of three and sixty five hundredths mills (3.65) to run for ten (10) years, pursuant to Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, and requesting the County Auditor to certify matters in connection therewith. (Doug Elliott, City Manager)

Mr. Elliott advised the City planned to put one levy on the ballot even though three Resolutions would be adopted too obtain revenue estimates from the Butler County Auditor.

Mayor Rousmaniere inquired if there were any comments from the public or additional comments from Council and there were none.,

Mr. Dana moved to adopt Resolution No. 6036. Ms. Southard seconded. The motion passed 7-0-0.

Mayor Rousmaniere inquired when the estimates from the auditor were due and Mr. Elliott advised the auditor had 10 days to respond once the Resolutions were filed with his office. Mayor Rousmaniere advised Council might vote on which levy to place on the May ballot at their next meeting.

ORDINANCES

FIRST READING

ORDINANCE

CONDITIONAL USE PERMIT

An Ordinance Approving A Conditional Use Permit To Allow For The Expansion Of A Place Of Worship In The MU (Miami University) District At 800 Maple Street, Oxford, Ohio 45056 With Conditions. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the applicant wishes to demolish the existing 8,500 square foot building and construct a new building with a footprint of 12,000 square feet located in the northwest corner of the site. Mr. Chen showed slides of the proposed site plan and noted currently there were two driveways for access to the church from E. Chestnut Street, one of those would be eliminated and a new access point would be constructed from Maple Street. Mr. Chen noted neighbors in the area expressed concern with the reduced number of parking spaces on site and the potential of people parking on Chestnut Street on Sundays. Mr. Chen advised the Planning Commission recommended approval of the Conditional Use application with 3 conditions as follows:

1. The comments and concerns stated in the City Engineer's memo of November 30, 2017 shall be incorporated into the building construction phase.
2. A sidewalk connection to E. Chestnut Street shall be required.
3. The loading space requirement and the lot coverage limitation shall be waived.

Mr. Chen noted the applicant had no objections to the conditions as stipulated by the Planning Commission.

Mr. Garrett Nates, Pastor, Oxford Bible Fellowship, noted the corner of E. Chestnut Street and Maple Street was a key location in the City of Oxford and advised the church had been located there since 1970. Mr. Nates noted for many years the church has enjoyed a fantastic relationship with Miami University and advised many Miami University students and faculty members attend the church. Mr. Nates advised the church had a great relationship with the City of Oxford and they were very involved with the Talawanda School District, the Family Resource Center and the Women's Care Center. Mr. Nate noted the church worked with the Planning Commission for a long period of time and listened to feedback from their neighbors before submitting this application and he felt it was a fantastic plan.

Ms. Etta Reed, Bayer Becker, noted a lot of changes had been made to the plan that was originally submitted to the Planning Commission in May. Ms. Reed advised a plan came before the Planning Commission in August and the application was withdrawn based on Planning Commission and citizen feedback. Ms. Reed provided slides of the new proposal and advised the building would be located on the existing parking lot and noted the green space was kept intact. Ms. Reed advised the church would be operating out of the existing building and holding services there until the new building is ready for occupancy. Ms. Reed noted the existing building would be demolished once the new one is occupied. Ms. Reed advised the plan for the new church stays away from the residential area and keeps as much greenspace as possible. Ms. Reed provided a slide of the proposed building noting it was a two story 24,000 square foot building and the second level was a lower level with a courtyard on the east side. Ms. Reed advised the architecture and colors would blend in well with the university. Ms. Reed referred to the conditions recommended by the Planning Commission and advised the comments and concerns stated in the City Engineer's memo would be addressed and a sidewalk connection to E. Chestnut Street will be constructed.

Mr. Vincent Hand, 511 E. Chestnut Street, advised he and his neighbors support the fundamentals of the proposed redevelopment although they had concerns which did not seem to be adequately addressed regarding parking and traffic. Mr. Hand noted the site was adjacent to residential areas and the area to the south was a R1A Residential District. Mr. Hand advised the proposed building is in the Mile Square, an area of special concern in the City's Comprehensive Plan of 2008. Mr. Hand advised his neighborhood was one of 2 concentrations of owner occupied dwellings in or adjacent to the Mile Square and the neighbors wanted to maintain the strong neighborhood characteristics after the proposed redevelopment is completed. Mr. Hand noted the purpose of the proposed new building was to accommodate the increasing numbers who attend the facility, yet the plan to accommodate the additional parking requirements needs more attention. Mr. Hand advised the applicant is proposing to reduce parking places available on site which seemed a logical contradiction since more people served will draw more cars to the site. Mr. Hand inquired where the additional cars would park noting the applicant contends they will park on Maple Street and in the university parking lot. Mr. Hand advised the university parking lot was nearly filled to capacity on Sunday mornings, the time of greatest use. Mr. Hand noted previous to the lot construction, cars parked in front of houses on Chestnut Street on Sundays and a few cars still do. Mr. Hand advised this part of Chestnut Street was one of the first to have residential permitted parking because of the difficulties of exiting driveways when visibility is hampered by parked cars. Mr. Hand noted the neighbors do understand that tradeoffs need to be made between green space and parking area but they wonder how the applicant will direct overflow parking away from Chestnut Street and onto Maple Street or other suitable locations. Mr. Hand advised the neighbors are requesting that the applicant not place a large sign on Chestnut Street noting a sign on Chestnut Street is incompatible with the residential land use across the street, especially if the sign is lit in any way. Mr. Hand advised the neighbors appreciated the many changes made by the applicant during multiple iterations and the fundamentals of the development as presented are acceptable to them. Mr. Hand noted the neighbors specifically request the following:

The applicant develop a more thorough and realistic parking plan that does not increase the number of cars parking on Chestnut Street, as compared to current levels.

The applicant maintain lighting at or below current levels.

No large sign be placed on Chestnut Street, and no signs be illuminated.

Mr. Hand thanked the applicant for improving their plan, the Planning Commission for responding to the neighbor's concerns and Council for carefully considering the neighbor's requests.

Mayor Rousmaniere inquired if the 3 requests from the neighbors were addressed by the Planning Commission. Mr. Chen advised the Planning Commission discussed the issues and accepted the parking lot lighting recommendation noting it would meet City standards. Mr. Chen displayed a slide of the signage noting the zoning code only allows one sign for this site and it can not be illuminated.

Ms. Reed advised Miami University constructed additional parking to the west of the site a couple of years ago adding 82 parking spaces that Oxford Bible Fellowship has access to as well as another 96 spaces on Harris Drive and there are 55 spaces on the site. Ms. Reed noted the church has a verbal agreement with Miami University for parking on their property and the church allows Miami University to use their parking during the week.

Mr. Prytherch noted something more formal than a verbal agreement might be in Oxford Bible Fellowship's best interest. Ms. Reed agreed and advised the site does meet the code requirement for parking spaces. Ms. Reed advised the code required 47 parking spaces on the site and they had 55. Ms. Reed advised more parking spaces could be added although it would go against the lot coverage and green space regulations.

Mr. Dana agreed with Mr. Prytherch and inquired if a written shared parking agreement between Oxford Bible Fellowship and Miami University would satisfy the wishes of the applicant in terms of the amount of parking.

Mr. Nates advised the current parking lot does meet code and is based on auditorium size (sanctuary size). Mr. Nates noted the church had a fantastic relationship with Miami University and he would be hard pressed to think Miami University would give them anything writing because they needed some flexibility. Mr. Nates advised the church could direct people away from parking on Chestnut Street by using signage on Sundays so their members are not intentionally parking on Chestnut Street when they can park adjacent to the church.

Mayor Rousmaniere noted the church had a permeable pavement and suggested as part of their environmental plan they could encourage carpooling.

Mr. Hand noted if the Pastor and others take steps to keep parking off of Chestnut Street it would be a great help. Mr. Hand advised the current situation is that the university parking lot is already filled on Sunday mornings. Mr. Hand noted the amount of parking is being decreased on a project that is being built to accommodate more people. Mayor Rousmaniere inquired if Mr. Hand would like the green space reduced to accommodate more parking. Mr. Hand advised it is a dilemma and he felt the neighbors would rather see the green space. Mr. Ellerbe inquired if parked cars was a safety issue on Chestnut Street. Mr. Hand advised it was a safety issue for people to exit their driveways which was why there is residential permitted parking on the street except for certain hours on Sunday mornings. Mayor Rousmaniere suggested the residential permitted parking restrictions be revised to 24 hours a day, 7 days a week. Mr. Hand noted he felt the neighbors would be willing to see if the efforts by the church to keep cars off of E. Chestnut Street were successful.

Mr. Prytherch noted the church could have considered redevelopment in the Mile Square to be too difficult and moved to 27 South where 100% of the members would drive to church. Mr. Prytherch noted the church was in a very walkable location which was why the pedestrian connection to Chestnut Street is an answer to Mr. Hand's question. Mr. Prytherch advised he wanted the site to be as good of a place to walk and bike to as possible. Mr. Prytherch noted he felt there could not be enough parking spots on site to deal with the potential demand. Mr. Prytherch advised it was a demand management problem and suggested Mr. Nates and others encourage more people to walk and to utilize the pedestrian connections.

Mayor Rousmaniere thanked Mr. Hand, Mr. Nates and Ms. Reed for participating in the discussion noting Council would vote on the Ordinance at their next meeting.

Ms. Southard noted she felt this was a good plan and much improved from what first came to the Planning Commission.

Mr. Dana congratulated Mr. Nates for all the work done to improve the plan.

ORDINANCE

SUPPLEMENTAL BUDGET

An Ordinance Amending Ordinance No. 3449. Supplemental Budget Ordinance Number 1 To Make Supplemental Appropriations For Fiscal Year 2018. (Joe Newlin, Finance Director)

Mr. Newlin referred to page 82 of Council's packet and advised the items in the supplemental budget dealt with contracted cleaning services for the TRI facility and anticipated ODNR grant reimbursements for the OATS Trail.

Mayor Rousmaniere inquired if there were any comments from the public and there were none.

ANNOUNCEMENTS

Mr. Elliott advised he felt Council had a good Work Session this evening regarding the Court Services Analysis and that Council had some good objective information to review over the next several months or longer. Mr. Elliott advised the report was available on the City's website.

Mr. Elliott noted the City has a Records Commission which is required by state law and it must meet at least once every six months. Mr. Elliott advised the composition of the Records Commission is outlined in the Ohio Revised Code and it consists of the City Manager, Law Director, Finance Director, a private citizen appointed by the City Manager (Jacqueline Johnson), Valerie Elliott is an ex-officio member and Ms. Eaton serves as the secretary. Mr. Elliott noted the functions of the Records Commission are outlined in the Ohio Revised Code which states the commission shall provide rules for the retention and disposal of records, review applications for one time disposals and establish schedules of records for retention and disposition submitted by the various City Departments. Mr. Elliott advised staff was working to dispose of records prior to the administrative offices moving to the new facility in late February.

Ms. Raghu noted there were probably 25 families in Oxford that are homeless now and all of them had places to stay. Ms. Raghu advised she felt it was great that the community pulled together to give them donated coats and jackets which were good bandaids but the fix is going to be good jobs and affordable housing. Ms. Raghu noted her hope Council could work as much as possible towards that to assist those who are transiently homeless.

Mr. Dana congratulated staff for so expertly putting together the information for a proposed levy and acting on it in a timely manner.

Mr. Smith advised the Utility Department received several calls today from residents asking why their water was turned off. Mr. Smith noted the water wasn't turned off it was a matter of frozen pipes and encouraged everyone to try to keep their water pipes warm.

Ms. Southard thanked staff for the good work cleaning the streets. Ms. Southard encouraged everyone to check on their neighbors, the elderly and the infirm and make sure they are ok during this extremely cold weather.

Ms. Southard noted the annual Big Breakfast at the City Garage was a lovely event and thanked the Street Department for hosting it.

Mr. Prytherch noted the streets were kept amazingly clean and noted his hope in the upcoming weeks Council could have an agenda item with staff recommendations to talk about how the sidewalks might be kept as clean as the streets. Mr. Prytherch thanked everyone who voluntarily cleans their sidewalks.

Mr. Elliott advised the City has a local Ordinances that requires property owners to keep their sidewalks free of snow. Mr. Elliott noted there had been court cases which rendered those types of Ordinances unenforceable. Mr. Elliott advised staff can remind people to be a good neighbor and post a message on the City's website to that effect.

Mayor Rousmaniere reminded Council and staff this Friday from noon to 5:00 p.m. was the annual Retreat at Hueston Woods Lodge. Mayor Rousmaniere advised Council has specifically asked for the Comprehensive Plan be discussed and how the current and future work was aligning with it. Mayor Rousmaniere asked Councilors to read the Comprehensive Plan Introduction and the Executive Summary prior to the Retreat.

ADJOURN

Mr. Dana moved to adjourn at 8:58 p.m. Mr. Smith seconded. The motion passed 7-0-0.

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 16, 2018

Sam Perry
Prepared By

Account Code No. #:

Budgeted Amount:

January 11, 2018
Date Prepared

HAPC MEETING REPORT – JANUARY 3, 2018

New Business: Pre-Application

1-9 East High Street, Masonic Lodge Building Elevator, Scott Webb, Agent

The Commission reviewed a preliminary application for a new elevator addition to the Masonic Lodge/Skyline building. Architect Scott Webb prepared the design. The addition would extend toward South Main Street and would provide elevator access to the basement level tenants. Currently stairs are the only means of access. The existing elevator does not service the basement. A variance would be required from the BZA because of the encroachment into the front yard setback/vacated right of way. The Commission was sympathetic to the access and design challenges and therefore generally supportive of the architectural design. The owner and architect planned to follow up at the next regular meeting with the final design review.

- The Commission discussed the plans for the work session with City Council on January 16 at 6:30.
- There was discussion of revising and adding detail to the 2018 work priority goals. An updated summary will be finalized at the February meeting.
- Mike Kohus was re-elected as Chair for 2018. Chris Skoglind was elected as Vice-Chair.
- Next regular meeting is 6:00 p.m. on Wednesday, February 7, 2018 at 118 West High Street.

Department Head:
City Attorney:
City Manager:

She / 1/11/18
____ / ____
____ / ____

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: January 16, 2018

Service Department
Originating Department

Account Code #: N/A

David Treleven
Prepared By

Budgeted Amount: N/A

January 5, 2018
Date Prepared

Agenda Title:	Environmental Commission Meeting of January 3, 2018
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Recommendation:	For Review and Consideration
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Discussion:

Environmental Commission members present at the Wednesday, January 3, 2018 meeting were: Chair, Mr. Wright Gwyn; City Council Representative, Ms. Chantel Raghu; Planning Commission Representative, Mr. Bill Snavelly; Mr. Vince Hand, Mr. Andor Kiss, and Mr. Jon Ralinovsky. A quorum was present. Vice-Chair, Ms. Madeline Maurer, had previously notified the Commission that she would be unable to attend the meeting.

The Minutes from the December 6, 2017 Environmental Commission meeting were unanimously approved as presented.

Ms. Raghu informed the Commission that the City Council discussed separating the pending levy requests for the proposed aquatic center and for Oxford's matching funds applicable to grants for the Oxford Area Trails. Council reportedly had received citizen concern regarding re-locating the swimming pool from the TRI Recreational facility to the Oxford Community Park.

Mr. Snavelly informed the Commission the Planning commission had again discussed the Oxford Bible Fellowship's proposed building expansion and the resulting availability of sufficient parking, as the expansion re-development would reduce the number of on-site vehicle parking spots. Mr. Snavelly also informed the Commissioners that the topic of short-term residential rentals will soon be discussed by the Planning Commission.

Mr. Kiss updated the Commission on recent developments regarding his investigations into securing vehicle electrical charging stations from Tesla, Inc. At the December 2017 Commission meeting, Mr. Kiss stated that Mr. Joe Williams, Project Manager for Charging Infrastructure at Tesla, Inc. (formerly Tesla Motors), had contacted him. Tesla, Inc. (Tesla) would donate and provide up to \$1,500 (each) for the installation of 240 volt charging station(s) (full charge in one to three hours, intended for municipalities and hotels). Tesla will also maintain and repair the stations. No contract, agreement, or commitment is required. The cost of electricity is not covered by Tesla and would be the responsibility of the participating entity. During December, Mr. Kiss had contacted Mr. Cody Powell, Associate Vice-President of Facilities Planning and Operations at Miami University (MU), and provided Tesla's information to him. MU is reportedly preparing a request of proposal to replace their electrical vehicle

(Continued)

Approved By:	Department Head: City Manager:	Initial <u>WGT</u> <u>DRE</u>	Date <u>1/10/18</u> <u>1/11/18</u>
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charging stations (the previous supporting company had ceased operations). Mr. Kiss indicated that MU seemed very interested in Tesla's program. Mr. Williams has offered to participate in a video conference with MU and Oxford to explain Tesla's program in detail and to address questions regarding the program.

Mr. Hand summarized comments and suggestions made to the proposed ordinance text regarding tree preservation and replacement during the development of private properties. Mr. Gwyn and Mr. Hand had met with Community Development Director, Jung-Han Chen, during December 2017 to clarify and to go over previous revision suggestions, and to resolve concerns with bonding requirements. Mr. Chen was concerned that the current bonding requirements in the proposed ordinance would be onerous to developers in terms of the amount of money and time period. Mr. Gwyn had contacted the City of Delaware, Ohio (one of the sources for the original private tree preservation/replacement template). The City of Delaware utilizes their certificate of occupancy as the mechanism to ensure that trees are replaced as required. Several Commissioners expressed concern of how to address a development that is ceased prior to completion (i.e., developer "walks away" from completion of the development prior to needing the occupancy certification). Staff informed the Commission that during a December 2017 training on urban forestry and storm water management (entitled: "Trees and Stormwater: A Tool for Your Community"), a case study from Covington, Kentucky had referenced development regulations focusing on retention of percentages of the tree canopy rather than individual or a specific number of trees. This could potentially reduce the level of detail and expense required for an existing tree survey. Staff is to forward information from the case study to Mr. Hand for his evaluation and potential incorporation into the proposed ordinance's text.

City Manager Doug Elliott had provided a copy of the 2017 year-to-date (through November) electrical aggregation report from Eagle Energy. The report provided a summary of the number of residential accounts utilizing the wind-generated "green" electrical option (varying between 2,132 and 4,507, depending upon MU's academic schedule), the non-residential accounts utilizing the wind-generated "green" electrical option (varying between 164 to 187, mirroring the residential cycle), and the residential accounts that had opted out of the "green" energy option (varying between 16 to 23). There were no non-residential accounts that reportedly had not selected the "green" electrical generation option. Costs for the "green" versus convention electrical generation varied by \$0.00235 per kilowatt hour (\$0.05785 for "green" electricity versus \$0.05650 for conventionally generated electricity), with each form of generation having a \$0.06262 price-to-compare (PTC) from Duke Energy. Commissioners asked if a simpler, more comprehensible version of the report could be created for the public. Mr. Hand suggested that the creation of a "user friendly" presentation of the electrical aggregate reports as a possible project for MU's Armstrong Institute for Interactive Media Studies (IMS) Capstone Practicum (course identification IMS 440), which is to develop digital solutions to a client's operational problems and challenges. Mr. Hand is to suggest this project to the IMS Department.

With the pending development of a new aquatic center, Commissioners expressed interest in ensuring that the new development has the highest possible Leadership in Energy and Environmental Design (LEED) certification as possible (the LEED certification program provides a framework intended to create healthy, highly efficient, and ultimately cost-saving green buildings). In the interest of pursuing this goal, the Environmental Commission would like to offer its assistance in the development/planning process of the aquatic center. Mr. Ralinovsky was a member of Oxford's Recreation Board several years ago, and volunteered to meet with Oxford's Parks and Recreation Department Director, Mr. Casey Wooddell, to express the Environmental Commission's interest and offer assistance in this matter.

The Commissioners concluded discussion at 8:40 p.m. The Environmental Commission is next scheduled to meet at 7:00 p.m. on February 7, 2018, in the Municipal Building's Second Floor Conference Room.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: January 16, 2018

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 9, 2018

Date Prepared

Agenda Title: A Resolution declaring it necessary to levy an additional tax in excess of the ten-mill limitation, as stated in Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, for parks and recreational purposes, which levy shall be Three and Twenty Five Hundredths (3.25) mills to run for ten (10) years, and declaring the question of the additional tax levy shall be submitted to the electors at the primary election to be held May 8, 2018.

Recommendation: Approve

Discussion:

At the December 19, 2017 Work Session City Council discussed funding for the Oxford Area Trail. As the result of discussion at the Work Session, Mayor Rousmaniere has requested proceeding with legislation to place an additional property tax levy on the May 8, 2018 ballot. The purpose of the proposed levy is for the Oxford Area Trail. The proposed language for the levy is stated for "Parks and Recreational Purposes" which follows ORC Section 5705.19 (H). This Section of the Ohio Revised Code gives the purposes for which a tax levy in excess of the 10-mill limitation may be adopted by a municipality. The Resolution of Necessity must be adopted by a vote of two-thirds of the City Council members. The proposed levy will be voted outside millage and a fixed rate. If adopted by the voters, it will be subject to tax reduction factors. Tax reduction factors are calculated on each voted tax levy. Its purpose is to eliminate inflationary revenue growth that would result from increased property values due to reappraisals (HB 920 adopted in 1976).

At the January 2, 2018 meeting, City Council adopted three resolutions for certification of the estimated property tax revenue to be received. The first was a resolution with a rate of 2.5 mills for 10 years. The second has a rate of 3.25 mills for 10 years. The third is for 3.65 mills for 10 years. The City has received the Certificates of Estimated Property Tax Revenue from the Butler County Auditor for the three resolutions. It is estimated that the first levy will generate \$808,819 each year. The second will generate \$1,051,465 each year. The third will generate \$1,180,876 each year.

The Finance Director and I are recommending that City Council adopt the 3.25 mills levy rate to provide sufficient funds to meet the future revenue requirements of the OAT Project. I placed on the agenda for the January 16, 2018 meeting the final Resolution of Necessity for a levy at 3.25 mills for Parks and Recreational Purposes. If Council chooses to go with the lower or higher levy, they may do so and staff will provide replacement legislation.

This final legislation must be adopted and submitted to the Butler County Board of Elections before February 7, 2018 to appear on the ballot for the Primary Election of May 8, 2018.

Approved By:

Department Head:
City Manager:

Initial Date

DRE 1/11/18

RESOLUTION NO.

RESOLUTION DECLARING IT NECESSARY TO LEVY AN ADDITIONAL TAX IN EXCESS OF THE TEN-MILL LIMITATION, AS STATED IN SECTION 5705.19 AND SUBSECTION 5705.19(H) AS AMENDED, OF THE OHIO REVISED CODE, FOR PARKS AND RECREATIONAL PURPOSES, WHICH LEVY SHALL BE THREE AND TWENTY FIVE HUNDREDTHS (3.25) MILLS TO RUN FOR TEN (10) YEARS, AND DECLARING THE QUESTION OF THE ADDITIONAL TAX LEVY SHALL BE SUBMITTED TO THE ELECTORS AT THE PRIMARY ELECTION TO BE HELD MAY 8, 2018.

WHEREAS, this Council has heretofore determined the necessity of levying an additional tax in excess of the ten-mill limitation for the benefit of this City pursuant to the provisions of section 5705.19 of the Ohio Revised Code for Parks and Recreational purposes.

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

- SECTION I: Council has received certification issued by the County Auditor for Butler County, Ohio, pursuant to section 5705.03, as amended, of the Ohio Revised Code.
- SECTION II: The amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the City of Oxford.
- SECTION III: It is necessary to levy an additional tax in excess of said Ten (10) Mill limitation, as stated in section 5705.19(H), as amended, of the Ohio Revised Code, for Parks and Recreational purposes, at a rate not exceeding Three and Twenty Five Hundredths Mills (3.25) Mills for each One Dollar (\$1.00) of valuation which amounts to Thirty Two and One Half Cents (\$0.325) for each One Hundred Dollars (\$100.00) of valuation, said proposed rate is an additional levy of Three and Twenty Five Hundredths (3.25) Mills for a ten (10) year period of time.
- SECTION IV: Said levy shall be submitted to the electors of this City at the Primary Election to be held on Tuesday, May 8, 2018, and at the regular place or places of voting within this City as established by the Board of Elections of Butler County, Ohio during the election hours established by state law or by said Board of Elections.
- SECTION V: The form of the ballot to be used at said election shall be substantially as follows:

PROPOSED ADDITIONAL TAX LEVY

CITY OF OXFORD, OHIO

A majority affirmative vote is necessary for passage

An additional tax for the benefit of the City of Oxford, Ohio, as stated in section 5705.19(H), as amended, of the Ohio Revised Code, for parks and recreational purposes, at a rate not exceeding Three and Twenty Five Hundredths Mills (3.25) Mills for each One Dollar (\$1.00) of valuation, which amounts to Thirty Two and One Half Cents (\$0.325) for each One Hundred Dollars (\$100.00) of valuation, said proposed rate is an additional levy of Three and Twenty Five Hundredths (3.25) Mills, for a ten (10) year period of time, beginning in the year 2018, and first due in calendar year 2019.

	FOR THE TAX
	AGAINST THE TAX

- SECTION VI: Said levy shall be placed upon the tax list and duplicate of the then current year of 2018 (the proceeds of which levy first would be available for collection in the calendar year of 2019), if a majority of the qualified electors of this City voting thereon vote in favor thereof.
- SECTION VII: The Clerk of Council is hereby directed to certify a copy of this Resolution to the Board of Elections of Butler County, Ohio, not later than four o'clock (4:00) pm on the ninetieth (90th) day before the date of said election and to notify said Board of Elections of Butler County, Ohio, to cause notice of the election on the question of levying said tax to be given as required by law.
- SECTION VIII: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION IX: Pursuant to Section 5705.19, as amended, of the Revised Code, this Resolution shall go into immediate effect upon its passage, and no publication of the resolution is necessary other than that provided for in the notice of election.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

<u>Home Value</u>	<u>2.50</u>	<u>3.25</u>	<u>3.65</u>
\$100,000	76.56	99.53	111.78
\$200,000	153.12	199.06	223.56
\$300,000	229.69	298.59	335.34
\$400,000	306.25	398.12	447.12
\$100,000 to \$200,000 increase	76.56	99.53	111.78
\$200,000 to \$300,000 increase	76.57	99.53	111.78
\$300,000 to \$400,000 increase	76.56	99.53	111.78

In other Words:

For each \$100,000 in valuation property taxes increase \$76.56 per year at 2.50 mills.

For each \$100,000 in valuation property taxes increase \$99.53 per year at 3.25 mills.

For each \$100,000 in valuation property taxes increase \$111.78 per year at 3.65 mills.

The levy last 10 years, then the tax will drop off the annual property tax bill.

Figures represent owner occupied taxes less 2.5% homestead and 10% rollback reductions

<u>Home Value</u>	<u>2.50</u>	<u>Millage 3.25</u>	<u>3.65</u>
\$100,000	87.50	113.75	127.75
\$200,000	175.00	227.50	255.50
\$300,000	262.50	341.25	383.25
\$400,000	350.00	455.00	511.00
\$100,000 to \$200,000 increase	87.50	113.75	127.75
\$200,000 to \$300,000 increase	87.50	113.75	127.75
\$300,000 to \$400,000 increase	87.50	113.75	127.75

In other Words:

For each \$100,000 in valuation property taxes increase \$87.50 per year at 2.50 mills.

For each \$100,000 in valuation property taxes increase \$113.75 per year at 3.25 mills.

For each \$100,000 in valuation property taxes increase \$127.75 per year at 3.65 mills.

The levy last 10 years, then the tax will drop off the annual property tax bill.

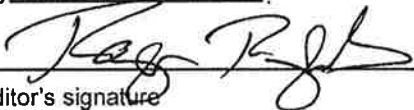
Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate
and requests the revenue produced by that rate.

The county auditor of Butler County, Ohio, does hereby certify the following:

1. On January 3rd, 2018, the taxing authority of the Oxford City Council
(political subdivision name) certified a copy of its resolution or ordinance adopted January 2nd, 2018,
requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue
that would be produced by three & twenty-five hundredths (3 .25) mills, to levy a tax outside the 10-mill limitation for
Parks and Recreational purposes pursuant to Revised Code § 5705.19 (H), to be placed on the ballot
at the May 8th, 2018, election. The levy type is Additional.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of
the subdivision remains constant throughout the life of the levy, is calculated to be \$ 1,051,465.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is
\$ 323,527,790.

Auditor's signature



Date

1/8/18

Instructions

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

DTE-140R-W1
Rev. 8/08
O.R.C. §5705.03 (B)

**Worksheet to Calculate Revenue for DTE Form 140R When a Taxing Authority
Certifies a Rate and Requests the Revenue Produced by That Rate for
Additional, Replacement, Replacement With an Increase, and Replacement
With a Decrease Levies and for the ½-mill Classroom Facility Levy**

Calculation of Revenue

1. Tax valuation on the tax list most recently certified for collection

1a. Class I Real – Res/Ag	<u>\$195,948,020</u>
1b. Class II Real – Other	<u>\$117,288,530</u>
1c. Public Utility Personal	<u>\$10,291,240</u>
1d. General Personal	<u>\$0</u>

2. Total Valuation \$323,527,790

3. Millage rate 3.250000

4. Projected Revenue from Tax Collections \$1,051,465

5. Personal Property Phase-out Reimbursement Payment \$0

6. Total Revenue \$1,051,465

Instructions

Line 1a. Enter tax valuation of all class I real property (residential and agricultural property) as indicated on the tax list most recently certified for collection.

Line 1b. Enter tax valuation of all class II real property (all other real property) as indicated on the tax list most recently certified for collection.

Line 1c. Enter the estimated valuation of public utility personal property for the first tax year the levy will be assessed against public utility personal property. To determine the public utility valuation, please refer to the values in the appropriate spreadsheet available at:

www.tax.ohio.gov/channels/other/services_for_local_govts.stm

Note: Public utility personal property taxes are assessed at the same time as real property taxes, except, beginning in 2007, telecommunications property. The public utility values in the spreadsheets reflect the shift of telecommunications property to general business property.

Line 1d. Using the estimated values published on the Department of Taxation's Web site at the address provided above, enter the estimated general personal property value for the first general personal property tax year the levy will be collected. (Note: If the first year for which the levy will be assessed against real property is tax year 2008 then the first tax year that the levy will be assessed against personal property will be 2009.) Since telecommunications companies are the only general businesses that are still liable for the personal property tax, and then only for tax years 2009 and 2010, only the estimated value of the telecommunications property should be entered on this line. No entries should be made on this line for levies that will first be effective for real property for tax year 2010 or thereafter.

RESOLUTION NO. 6035

RESOLUTION DETERMINING THE NECESSITY OF LEVYING AN ADDITIONAL TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR PARKS AND RECREATIONAL PURPOSES AS AUTHORIZED BY THE OHIO REVISED CODE WHICH LEVY SHALL BE THREE AND TWENTY FIVE HUNDREDTHS MILLS (3.25) WHICH IS AN ADDITIONAL LEVY OF THREE AND TWENTY FIVE HUNDREDTHS MILLS (3.25), TO RUN FOR TEN (10) YEARS, PURSUANT TO SECTION 5705.19 AND SUBSECTION 5705.19(H) AS AMENDED, OF THE OHIO REVISED CODE, AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH.

WHEREAS, this Council anticipates an additional tax levy in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code, this Council is required to certify to the Butler County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy.

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

SECTION I: That, in accordance with the provisions of the Ohio Revised Code, Council determines it necessary that an additional tax be levied in excess of the ten-mill limitation for the benefit of this City, for the purpose, as stated in Section 5705.19(H), as amended, of the Ohio Revised Code, of parks and recreational purposes as authorized by the Ohio Revised Code at a rate not exceeding Three and Twenty Five Hundredths Mills (3.25) for each One Dollar (\$1.00) of valuation, which amounts to Thirty Two and One Half Cents (\$0.325) for each One Hundred Dollars (\$100.00) of valuation, for a ten (10) year period of time.

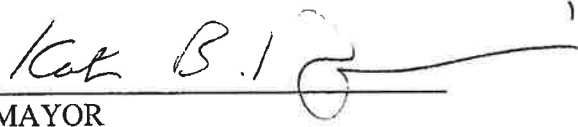
SECTION II: That Council seeks to have the question of the passage of said additional tax levy submitted to the electors of the City at an election to be held on May 8, 2018. If approved by the electors, said tax levy shall first be placed upon the 2018 tax list and duplicate, for first collection in calendar year 2019.

SECTION III: That pursuant to Section 5705.03 of the Ohio Revised Code, the Butler County Auditor is hereby requested to certify to this Council within ten (10) days after receiving this resolution, the total current tax valuation of the City and the dollar amount of the revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of Council is hereby directed to certify forthwith a copy of this Resolution to the County Auditor at the earliest possible time so that said County Auditor

may certify such matters in accordance with said Section 5705.03 of the Ohio Revised Code.

SECTION IV: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION V: This Resolution shall take effect immediately upon passage.


MAYOR

ADOPTED: January 2, 2018

ATTEST: 
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CERTIFICATION

I hereby certify that the document listed below is a true and correct copy of Resolution No. 6035, formally adopted by Oxford City Council on January 2, 2018:

1. Oxford City Council Resolution No. 6035

A Resolution determining the necessity of levying an additional tax in excess of the ten-mill limitation for Parks and Recreational purposes as authorized by the Ohio Revised Code which levy shall be three and twenty five hundredths mills (3.25) which is an additional levy of three and twenty five hundredths mills (3.25) to run for ten (10) years, pursuant to Section 5705.19 and Subsection 5705.19(H) as amended, of the Ohio Revised Code, and requesting the County Auditor to certify matters in connection therewith.

1-3-18
Date

Mary Ann Eaton
Mary Ann Eaton
Clerk of Oxford City Council

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Service Department

Originating Department

City Council Meeting of: January 16, 2018

Michael B. Dreisbach

Account Code #: 144.490.64702

Prepared By

Budgeted Amount: \$195,000

Jan. 8, 2018

Date Prepared

Agenda Title: Professional Services Agreement for Design of an OATS Trail Segment

Recommendation: Approve

Discussion:

The City has been awarded grant funding from OKI in the amount of \$750,000 to assist with the design and construction of Phase II of the Oxford Area Trails (OATS) system. Phase I was completed during the summer of 2017 and created a paved connection from the City's sidewalk network at Kelly Drive, under the SR732 bridge, through Leonard Howell Park to Bonham Rd. This segment continued through City and University owned property ending at SR 73. Phase II will design and construct a new paved segment from SR 73 ending in the vicinity of Pepper Park at US 27. This segment is approximately 8,000 feet long and will require the installation of two new bridges and will utilize space under two existing bridges (SR73 bridge at Four Mile Creek and the US 27 bridge at Collins Run). The current construction estimate for this project is \$1.275M. The City will be responsible for all costs associated with the project above the OKI grant amount of \$750,000.

This project is utilizing federal funds and requires significant site investigation in conjunction with producing construction drawings. In addition to environmental reviews, the project also requires extensive geotechnical work associated with bridge foundations and structural design of bridge spans.

The City followed an extensive Request for Qualification process to select the design professionals for Phase I of the OATS project. A local civil engineering firm, Bayer Becker, was selected. Bayer Becker has assisted the City on several projects, and has been pleased with their work product. Bayer Becker has provided the City with a proposal to provide design services for Phase II of the OATS project, and has partnered with Stantec Consulting Services, Inc. to complement the design team for geotechnical and structural engineering. The proposed fee is \$246,205 and includes all related work to produce engineered drawings including a topographic survey, construction drawings and specifications, environmental review and clearance, geotechnical studies, and structural design of bridge spans. This fee is consistent with City expectations and has followed ODOT's estimate guidance for projects of similar magnitude.

Staff recommends the City Council authorize the City Manager to amend our existing professional services (engineering) contract with Bayer Becker for the design of the OATS Trail (Phase II), at a cost of \$246,205. Staff is requesting a 2.35% contingency in the amount of \$5,795, therefore the total cost not to exceed for this contract will be **\$252,000**. As this total is greater than the amount appropriated for FY 2018, Staff has requested a supplemental appropriation with a second reading of the Ordinance scheduled concurrently with this Resolution for Jan. 16, 2018.

Approved By:

Department Head:

Initial

Date

MB \ 1/11/18

City Manager:

DRE \ 1/11/18

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH BAYER & BECKER, INC. A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A" FOR THE DESIGN OF THE OATS TRAIL PHASE II AT A COST OF \$246,205.00 PLUS A CONTINGENCY AMOUNT OF 2.35% OF THE CONTRACT PRICE OR \$5,795.00 FOR A TOTAL COST NOT TO EXCEED \$252,000.00.

WHEREAS, the City has been awarded grant funding from OKI in the amount of \$750,000.00 to assist with the design and construction of Phase II of the Oxford Area Trails (OATS) system; and

WHEREAS, Bayer & Becker, Inc. has assisted the City on several projects and the City has been pleased with their work product; and

WHEREAS, Bayer & Becker has provided the City with a proposal to provide design services for Phase II of the OATS project, and has partnered with Stantec Consulting Services, Inc. to complement the design team for geotechnical and structural engineering; and

WHEREAS, the City Manager and the Service Director recommend Council authorize the City Manager to amend the existing professional services contract with Bayer & Becker, Inc. a copy of which is attached hereto as Exhibit "A" for the design of the OATS Trail Phase II at a cost of \$246,205.00 plus a contingency amount of 2.35% of the contract price or \$5,795.00 for a total cost not to exceed \$252,000.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director for Council to authorize the City Manager to amend the existing professional services contract with Bayer & Becker, Inc. a copy of which is attached hereto as Exhibit "A" for the design of the OATS Trail Phase II at a cost of \$246,205.00 plus a contingency amount of 2.35% of the contract price or \$5,795.00 for a total cost not to exceed \$252,000.00.

SECTION 2: Council further authorizes the City Manager to amend the existing professional services contract with Bayer & Becker, Inc. a copy of which is attached hereto as Exhibit "A" for the design of the OATS Trail Phase II at a cost of \$246,205.00 plus a contingency amount of 2.35% of the contract price or \$5,795.00 for a total cost not to exceed \$252,000.00.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

EXHIBIT 'A'



*Where Creativity
Meets Functionality*

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

Bayer & Becker, Inc.

PROFESSIONAL SERVICES PROJECT AGREEMENT – December 28, 2017

This project agreement between Bayer & Becker, Inc. (BB) and the CLIENT identified herein provides for the professional services described herein of this agreement.

CLIENT (BILLING CONTACT): City of Oxford
ADDRESS: 101 High Street
BILLING CONTACT REPRESENTATIVE: Victor Popescu, PE
BILLING CONTACT REPRESENTATIVE'S eMail: VPopescu@cityofoxford.org
PROJECT TITLE: Oxford Recreational Trail – Phase 2

SCOPE OF SERVICES TO BE PROVIDED BY BB:

Bayer Becker shall provide professional services for the preparation of construction documents and associated studies for Phase 2 of the Oxford Recreational Trail. Per the *Oxford Area Trail Alignment Study*, prepared by Environmental Design Group dated 2-16-17, Phase 2 (also known as Segment C) of the Trail is to begin just north of SR 73 and proceed south/southwest around the south side of the City of Oxford and terminate just west of US 27 at Pepper Park. The 10' wide paved trail will go under the bridge on SR 73, cross Four Mile Creek with a prefabricated bridge, follow Collins Run, go under US 27 at the newly constructed bridge and cross Collins Run with a prefabricated bridge. The total estimated trail length for Phase 2 is 1.5 miles (7,928 linear feet). As part of this project, the existing parking lots at the terminus points (Dewitt Cabin and Pepper Park) will be improved. It is BB's understanding that the alignment of the trail was defined with the *Oxford Area Trail Alignment Study* and the **Miami and Chestnut Connectors are not part of the scope for Phase 2.**

Upon receiving authorization to proceed, Bayer Becker will prepare a topographic survey of the trail corridor showing existing contours at a maximum two (2)-foot contour interval. The topographic survey will consist of a 100' wide corridor which follows the proposed trail alignment to be provided by CLIENT. Existing visible features of the site including pavement, structures, visible or as-marked (underground) utilities marked by the City of Oxford, Miami University and the Ohio Utility Protection Service, treelines and isolated trees larger than 10 inches in diameter, fences, and water features shall also be located. Existing utilities that are visible from the ground surface, or marked by (OUPS), will be located in the field and shown on the drawings. Utilities not visible from the surface or marked in the field that are shown on construction drawings provided by the City or Miami University will be depicted on the drawings and labeled as "approximate" locations. Utilities not marked in the field or shown on any construction drawings provided by the City or Miami University will not be shown on the drawings.

Right of way and property lines will be tied to the topographic survey based on readily available records.

Bayer Becker shall contract with Stantec Consulting Services Inc. to provide environmental, geotechnical and structural design services for the proposed trail. See attached proposal outlining their proposed scope and fees.

6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Avenue, Ste. 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>

Scope of Services (Cont.)

Bayer Becker shall prepare construction documents for the proposed trail in accordance with the Ohio Department of Transportation Plan Development Process (PDP) and the LPA Scope of Services revised 12/20/17.

Bayer Becker further understands that hydraulic analysis will not be required where the trail encroaches in the floodway, provided the trail is designed to be constructed at or below the existing grade. For the purposes of this proposal, a hydraulic analysis will not be provided. Should it be determined that hydraulic analysis is required, a fee will be provided.

An allowance has been provided to cover out of pocket expenses which may include, but are not limited to, travel expenses, long distance phone calls, courier services, printing and reproduction costs, etc. City shall pay all recording and submittal fees.

A meeting allowance of 30 hours has been included in the proposal. All meetings in addition to the 30 hours shall be billed at our normal hourly rates including travel time, which shall be added to the above fees.

CLIENT shall provide BB with the following:

- Existing utility information.
- AutoCAD file of the proposed trail alignment.

Estimate does not include the following:

- Negotiations with property owners.
- Legal descriptions and exhibits for easements.
- Color renderings.
- Landscape design services.
- Construction layout stakes.
- FEMA permitting.
- Application, review and permit fees.
- Recording fees.
- Preparation of a Storm Water Pollution Prevention Plan (SWP3).
- Construction Administration Services.
- Construction Observation Services.
- Public involvement meeting.
- Preparing to serve or serving as an expert witness for the CLIENT in any litigation.
- Lighting design services.
- Technical specification beyond those provided in the construction documents.
- Bidding Services.
- Retaining Wall design.

COMPENSATION TO BE PAID TO BB FOR PROFESSIONAL SERVICES:

CLIENT shall be billed monthly based on the percentage of work complete plus hourly charges, as applicable.

BB's fees will be as follows:

• Topographic Survey	\$ 28,545.00
• Trail Construction Drawings	\$ 79,800.00
• Stantec Consulting Services Inc.	\$ 114,280.00
o Environmental Services	
o Geotechnical Services	
o Structural Design Services	
• Reimbursable Allowance	\$ 1,500.00
• Meetings and Conference Calls Allowance	\$ 4,200.00
• Meetings in excess of allowance	Hourly

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors
<http://www.bayerbecker.com>

OXFORD 11/20/17 TEL: 614.562.2200 FAX: 614.562.2201

The total contract amount is based on the above not to exceed prices, plus expenses and items designated as hourly or on a per unit basis per the Attachment A rate sheet. CLIENT shall be billed based on the percentage of work complete on an hourly basis. Payment for services rendered shall not be contingent upon the continuation of the project or sale or lease of the property.

TERMS AND CONDITIONS:

Billing and Payment

CLIENT shall be billed monthly based on the percentage of work complete or on an hourly basis (**per attachment A rate sheet**) for those items to be invoiced hourly. Payment is due within 30 days of date of invoice, with 1.5% interest per month added for overdue accounts. CLIENT shall pay any expenses incurred by BB for collection of fees. If CLIENT objects to all or any portion of any invoice, CLIENT shall notify BB in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice shall be paid in full. Payment for services rendered shall not be contingent upon the sale, lease or financing of the property upon which this proposal or drawings are based.

Reimbursable Expenses

An allowance has been provided for the reimbursable expenses. Reimbursable expenses may include, but are not limited to, courier services, printing and reproduction costs, etc.

Standard of Care

The standard of care for all professional services performed or furnished by BB under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with BB's services.

Liability and Insurance

Types of Insurance, BB shall maintain, at its expense, the following types of insurance, issued by companies acceptable to the CLIENT covering the services:

A. Worker's Compensation Insurance, including occupational diseases, providing for the payment of benefits required by the laws of the state in which the project is located, covering the persons employed by BB on the services, and Employer's Liability Insurance with a minimum limit of \$1,000,000.

B. Commercial General Liability Insurance, including contractual liability, completed operations, products liability, personal injury liability, and broad form property damage providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per occurrence and \$2,000,000 aggregate
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Personal Injury	\$1,000,000 aggregate
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C. Business Automobile Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$1,000,000 per accident
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D. Umbrella Form Excess Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage Combined	\$5,000,000 per occurrence and \$5,000,000 aggregate
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E. Professional Liability Insurance coverage with limits of \$2,000,000 per claim and \$4,000,000 aggregate, which includes a \$50,000 deductible provision per claim.

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

<http://www.bayerbecker.com>

OXFORD MARSHALL PARK PHASE 1 PROPOSAL.DOCX

TERMS AND CONDITIONS (Cont.)

Insurance Revisions - If CLIENT requests revisions in the types and limits of insurance at any time during the period of the contract, BB will endeavor to comply and CLIENT will reimburse BB for any net additional premium expense incurred.

Certificate of Insurance - A Certificate of Insurance will be provided to the CLIENT or other party, as may be appropriate, before proceeding with the services. Thirty days' cancellation notice will be given in writing to the CLIENT.

Indemnification

BB agrees to indemnify and save the CLIENT harmless from and against any loss, cost, damage, expense, and liability by reason of property damage, personal injury, or both, and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the BB, in connection with the performance of the professional services by BB working within its scope, its employees, its agents, or its subcontractors; provided that if BB provides and maintains in force adequate insurance in accordance with the terms of this agreement, then BB's obligation to indemnify and save the CLIENT harmless shall be limited to the amounts recoverable from said insurance.

Meetings and Conference Calls

An allowance has been provided for meetings and conference calls. All meetings and conference calls will be billed at our normal hourly rates including travel time, against the allowance amount provided.

Revision of Documents

BB shall make revisions within the original project scope of services, as required by the approving agencies. These revisions are included in the fees noted herein. CLIENT shall review the drawings to make comments based upon the BB design. After approving BB's documents, any subsequent revisions required by the CLIENT to the documents shall be billed separately (per standard BB Fee Schedule) in addition to the fees noted herein.

Surveying Misc.

Any survey control established in the field by BB shall be preserved.

Use of and Ownership of Documents

All documents in respect to this project that result from BB's services under this agreement are and remain the property of BB as instruments of service. Where such documents must be filed with governmental agencies, BB shall furnish copies to the CLIENT upon request. Reuse or modification by the CLIENT is prohibited. Any unapproved use or modification shall be at said CLIENT's or others sole risk without liability or legal exposure to BB or to BB's Consultants unless approved in writing by BB prior to such time. CLIENT shall indemnify and hold harmless BB and BB's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.

When transferring documents in electronic media format, BB makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by BB at the beginning of the Project. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Entire and Integrated Agreement

This Agreement represents the entire and integrated agreement between BB and CLIENT and supersedes all prior negotiations, representations, and agreements, either written or oral, between the parties.

Suspensions, Cancellation, Termination, or Abandonment

In the event the project described herein, or the services of BB called for under this agreement, is/are suspended, terminated, or abandoned by the CLIENT, BB shall be given seven days written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation, or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses. BB may terminate this

TERMS AND CONDITIONS (Cont.)

Agreement for cause by giving CLIENT seven days written notice of the cause and five (5) working days in which to cure the cause or breach, BB shall be compensated for all work performed up to the date of termination.

Dispute Resolution

If a dispute arises out of or related to this Agreement or the breach thereof, the parties shall attempt to settle the matter between them. If no agreement can be reached, the parties agree to use mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect with a mutually agreed upon mediator before resorting to a Arbitration or judicial forum. The parties shall equally share the cost of a third party mediator. In the event of litigation, the prevailing party shall be entitled to reimbursement of all reasonable costs and attorney's fees. The parties mutually agree that a similar dispute resolution clause shall be contained in all other contracts by CLIENT concerning or related to this contract and all subcontracts executed by BB.

Successors and Assignment

Neither the CLIENT nor BB shall assign or transfer its interest in this agreement without the written consent of the other.

Construction Cost Estimates

CLIENT hereby acknowledges that BB cannot warrant that any construction cost estimates or estimated quantities provided by BB shall not vary from actual costs incurred by the CLIENT.

Severability

If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain in full force and in effect.

Permitting

In cases where the scope of services requires BB to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract. BB does not make any warranties, guarantees, or representations as to the success of our effort on behalf of the CLIENT. Payment for services rendered by BB is not contingent upon the successful acquisition of these permits.

CLIENT Provided Information

BB assumes no financial or technical responsibility for source material or field services supplied by the CLIENT. Additional work or interruptions caused by faulty data supplied by the CLIENT shall be subject to additional fees being charged.

Notices

Any notice provided for in the Agreement shall be in writing and shall be considered as having been given, unless otherwise specified in this Agreement, if mailed by certified or express mail, postage prepaid, or personally delivered. Notice of effective date, Notice to Proceed, or Change Orders may be provided for by mail with both parties signing and dating; or e-mail with a scanned colored image of both parties signing and dating. Notice is deemed received the earlier of the actual receipt (with appropriate documentation) or the third day after mailing (with appropriate documentation).

Subconsultants

All subconsultants needed to support BB in the scope of work specific to the contract, shall be hired and managed by BB. Coordination of all project data, schedules, correspondence, etc. shall be through BB.

Design without Construction Phase Services:

- A. Should CLIENT provide Construction Phase/Contract Administration Services with either CLIENT's representatives or a third party, BB's Basic Services under this Agreement shall be considered completed upon completion of the final documents.

- B. It is understood and agreed that if BB's Basic Services, under this agreement, do not include Project Observation, or review of the Contractor's performance, or any other Construction Phase/Contract Administration Services, and that such services shall be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against BB that be in any way connected thereto.

ADDITIONAL TERMS AND CONDITIONS

Preparing to serve or serving as an expert witness for the CLIENT in any litigation is not included in the fee.

Inspection of Work: Inspection of construction and/or reporting of construction to specifications are excluded from this proposal.

This proposal does not include performing a traffic impact analysis or determining roadway improvements.

Construction Phase Services: Observation of construction and/or reporting of construction to specifications are excluded from this proposal.

BB shall not be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

Responses to the Contractor's requests for information where the information is included in the Contract Documents, field conditions, Owner provided information, Project documentation, etc., are not included in fee.

Evaluations of substitutions proposed by Owner's consultants or contractors and subsequent drawing modifications and directives, are not included in the fee.

Recording of surveys and pertinent documents, and all related filing fees, are not included in the fee.

Please sign and date below indicating your approval, and return this original for our records.

Note: This agreement becomes void if not signed within 30 days of above date.

APPROVED:

Bayer & Becker, Inc.	CLIENT:
Signed:	Signed:
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:

BACKGROUND AND TASK UNDERSTANDING

The City of Oxford is planning the second phase of the Oxford Recreational Trail. This trail segment begins just north of Trenton-Oxford Road (SR 73) on the east side of the city and extends south across SR 73 and then west across US 27 to Pepper Park. The project also includes two short (0.1-mile) trail connectors – the Miami Connector 2 and the Chestnut Connector. The total length of the project is approximately 1.6 miles. Stantec's scope of work includes Environmental, Structural, and Geotechnical services. The proposed scope of work includes preparation of construction plans, geotechnical exploration, testing, and engineering, and appropriate environmental studies to clear the project for construction. This scope narrative and fee proposal assumes that federal funds and possibly a federal permit (404 waterway permit) will be required for this project. ODOT's (2016) Consultant Fee Guidance manual has been referenced to help develop fees for this proposal.

SCOPE NARRATIVE

TASK 1 – ENVIRONMENTAL

TASK 1a – ENVIRONMENTAL OVERVIEW

This task will involve preparation of an environmental overview to identify key environmental resources and constraints in the study corridor. This environmental overview will consist of: 1) a secondary source review of the study corridor using aerial photographs, USGS and other mapping, database reviews, and website/literature reviews; 2) a cursory field survey to verify the presence, location, and extent of key environmental resources identified via secondary sources, and 3) preparation of a composite map and summary text narrative illustrating the results of the environmental overview and the significance of identified resources/constraints with regard to alignment locations, selection of a Preferred Alternative, environmental clearance, and permitting. ***Deliverables:** Environmental Overview document (PDF format) with Composite Map; Electronic GIS Shapefiles/CAD layers delivered via Stantec FTP site.*

TASK 1b – DETAILED ENVIRONMENTAL BASE STUDIES

Per ODOT's Scope of Services, once a preferred alignment is identified, Stantec will conduct environmental baseline studies required for completion of a Categorical Exclusion and waterway permitting, including: 1) Ecological survey and report (equivalent to ODOT Level 1 assumed), 2) Regulated Materials Review (formerly Environmental Site Assessment Screening), 3) Section 106 (Cultural Resources) Scoping Request, and 4) Section 4(f)/6(f) review/determination. These studies will utilize/build on information collected in Task 1. Four Mile Creek is an ODNR-listed Group 1 stream for mussels, requiring a mussel survey if there are impacts to the stream (included as an If Authorized Task 5a). A Phase I Archaeology study and a Phase I History-Architecture study may be needed for this project per ODOT's Scope of Services form and are included as If Authorized Tasks 5b and 5c. There are no known Section 6(f) Land and Water Conservation Fund properties in the project area. Section 6(f) will be re-evaluated as part of the Section 4(f) review for this project. The Section 4(f) review is expected to result in a *De Minimis* impact determination. All studies will be performed using current ODOT guidance/manuals. ***Deliverables:** Ecological Survey Report (Level 1), Mussel Survey Report (if authorized), Regulated Materials Review report, Section 106 Scoping Request, Section 4(f)/6(f) review/determination, Phase I Archaeology report (if authorized), Phase I History-Architecture report (if authorized).* The Phase I Archaeology and History-Architecture studies will be completed by Gray & Pape, Inc. All reports, reviews/approvals, and relevant correspondence will be uploaded to ODOT's EnviroNet following Bayer Becker review/approval. Updated electronic GIS Shapefiles/CAD layers will be delivered to Bayer Becker via Stantec FTP site.

TASK 1c – CATEGORICAL EXCLUSION

Following completion of Task 1b, Stantec will prepare a Categorical Exclusion for National Environmental Policy Act (NEPA) clearance using ODOT's on-line CE website. Per ODOT's Scope of Services, a Level C2 Categorical Exclusion is assumed. This task involves preparation of text and exhibits for draft and final CE document submittal, and includes documenting project details and summarizing information from Tasks 1a, 1b, and 1d. ***Deliverables:** Categorical Exclusion document using ODOT's on-line CE website.*

TASK 1d – STAKEHOLDER/PUBLIC INVOLVEMENT

This task includes Stantec assistance with basic public involvement tasks, as needed (such as property owner notifications, exhibit preparation, etc) which will be led by Bayer Becker. Per ODOT's Scope of Services, a public involvement meeting is to be included as an If Authorized task (Task 5d). This proposal assumes Stantec attendance at one stakeholder/project meeting and one public involvement meeting (If Authorized), as well a limited assistance with associated support tasks (preparation of meeting notifications, meeting materials and meeting summary), which will be led by Bayer Becker. Deliverables: None.

TASK 1e – PERMITTING

If the project will impact jurisdictional waters (streams, wetlands), Stantec will prepare a Permit Determination Package. Stantec will also prepare a waterway permit application (USACE 404 Pre-Construction Notification assumed) in accordance with ODOT's Waterway Permits Manual - if authorized (Task 5e). The project is not located in a watershed that would automatically trigger an Individual OEPA 401 permit ("purple" catchment area) or require additional studies to determine Nationwide Permit eligibility ("yellow" catchment area). This proposal assumes ODOT will handle agency coordination and submittal of the 404 Pre-Construction Notification application. Should ODOT determine that the City of Oxford needs to handle agency coordination/permit submittal, Stantec will perform that task as part of If Authorized Task 5e. Deliverables: Permit Determination Package, Pre-Construction Notification Application (If Authorized). All documents and correspondence will be uploaded to ODOT's EnviroNet following Bayer Becker review/approval.

TASK 2 – GEOTECHNICAL

Stantec will advance four borings, two borings at each of the two proposed bridges over Four Mile Creek and Collins Creek. It is assumed that no borings are needed for the bike trail. The bridges are planned to be single-span and the borings will be positioned near the proposed abutments. It was assumed that each boring will be 60 feet deep. Based on available historic geotechnical data, it is likely that bedrock will not be encountered at this depth but that soils will be suitable for providing adequate support for the structures, either with spread footings or driven steel friction piles. It was also assumed, based on a phone conversation with Bayer Becker, that the boring locations will be accessible with a truck-mounted drill rig and that clearing of vegetation and/or ground levelling will not be necessary. Soil sampling and laboratory testing will be performed in accordance with ODOT standards. Foundation analyses will follow procedures outlined in the current AASHTO LRFD manual. Deliverables: A geotechnical report and sets of geotechnical drawings for each bridge will be prepared in accordance with the ODOT Specifications for Geotechnical Explorations.

TASK 3 – STRUCTURES

Stantec will prepare construction plans for two bridges to carry the proposed recreational trail across Collins Creek and Four Mile Creek. The bridges will be designed to carry the AASHTO specified pedestrian load or an H-15 load, whichever is greater. Our proposal is based on the use of a single span prefabricated bridge for each of the crossings. For each bridge, Stantec will determine the length of bridge required for each crossing and then prepare construction plans which will include a site plan, abutment details, general notes, estimated quantities, and a reinforcing schedule. We will also provide a generic typical section of the bridge to detail the required width and type of deck. We will not design or provide plans for the superstructure of the bridges. Deliverables: Structural construction plan sheets as noted above.

TASK 4 – PROJECT COORDINATION/MANAGEMENT

Project coordination/management tasks performed by Stantec's project manager or task leaders for the duration of the project (assume 2 hours per month for 8 months). Deliverables: None.

PROPOSED FEE

Task	Proposed Hours	Proposed Labor Fee	Proposed Indirect Costs	Total Fee
Task 1 - Environmental				
Task 1a - Environmental Overview	32	\$3,705	\$36	\$3,741
Task 1b - Base Studies				
Ecological Study/Report	64	\$6,844	\$72	\$6,916
Regulated Materials Review	24	\$3,151	\$0	\$3,151
Section 106 (Cultural) Scoping Request	2	\$306	\$1,750*	\$2,056
Section 4(f)/6(f) Review/Determination	44	\$5,690	\$0	\$5,690
Task 1c - Categorical Exclusion	48	\$6,510	\$0	\$6,510
Task 1d - Stakeholder/Public Involvement	4	\$560	\$0	\$560
Task 1e - Waterway Permitting (Determination)	18	\$2,083	\$0	\$2,083
Task 2 - Geotechnical				
Task 2a – Drilling	50	\$6,070	\$5,673	\$11,743
Task 2b – Laboratory Testing	0	\$0	\$2,228	\$2,228
Task 2c – Geotechnical Engineering	125	\$13,750	\$136	\$13,886
Task 3 - Structures	511	\$53,100	\$0	\$53,100
Task 4 - Project Coordination/Mangement	16	\$2,516	\$100	\$2,616
SUBTOTAL	938	\$104,285	\$9,995	\$114,280
If Authorized				
Task 5a - Mussel Survey/Report	84	\$9,291	\$500	\$9,791
Task 5b - Phase I Archaeology/Report	6	\$866	\$10,200*	\$11,066
Task 5c - Phase I History-Architecture/Report	6	\$866	\$5,200*	\$6,066
Task 5d - Stakeholder Public Meetings	24	\$3,255	\$72	\$3,327
Task 5e - 404 Pre-Construction Notification	54	\$6,510	\$0	\$6,510
SUBTOTAL	174	\$20,788	\$15,972	\$36,760
GRAND TOTAL	1,112	\$125,073	\$25,967	\$151,040

* Gray and Pape subconsultant fee

INDIRECT COST SUMMARY

TASK 1a – Environmental Tasks

Mileage - Field Review (70 miles x 0.52 per mile x 1 day/trip)	\$36
Subtotal	\$36

TASK 1b – Base Studies

Mileage - Ecology/RMR/4(f) (70 miles x 0.52 per mile x 2 days/trips)	\$72
Subconsultant (Gray and Pape) – Section 106 Scoping Request	\$1,750
Subtotal	\$1,822

TASK 2a – Drilling

Mobilization - Truck Drill Rig (70 miles x 3.50 per mile)	\$245
Mileage - Support Truck (70 miles x 1.25 per mile)	\$88
Soil Drilling (3.25-inch ID Hollow-Stem Auger) – (240 feet x \$14 per foot)	\$3,360
Soil Sampling – Disturbed SPT (D1586) – (72 tests x \$25 per test)	\$1,800

Soil Sampling – Undisturbed Shelby Tube (D1587) – (4 samples x \$45 per test)	\$180
Subtotal	\$5,673
TASK 2b – Laboratory Testing	
Natural Moisture (D2216) - (72 tests x \$9 per test)	\$648
Atterberg Limits (D4318) - (8 tests x \$70 per test)	\$560
Sieve & Hydrometer Analysis (D422) - (8 tests x \$95 per test)	\$760
Soil Unconfined Compression (D2166) - (4 tests x \$65 per test)	\$260
Subtotal	\$2,228
TASK 2c – Geotechnical Engineering	
Mileage - Engineer (70 miles x 0.52 per mile)	\$36
Miscellaneous (copying, printing, shipping, etc.)	\$100
Subtotal	\$136
TASK 4 – Project Coordination/Management	
Miscellaneous	\$100
Subtotal	\$100
IF AUTHORIZED TASKS	
Task 5a - Mileage - Mussel Survey (70 miles x 0.52 per mile x 1 day/trip) + Miscellaneous Gear	\$500
Task 5b - Subconsultant (Gray and Pape) – Phase I Archaeology	\$10,200
Task 5c - Subconsultant (Gray and Pape) – Phase I History-Architecture	\$5,200
Task 5d - Mileage - Meeting Attendance (70 miles x 0.52 per mile x 2 meetings)	\$72
Subtotal	\$15,972

SCHEDULE

Schedule to be per ODOT Scope of Services dated 12/20/17*

* Assumes no If Authorized tasks or other scope changes are needed; excludes waterway permitting.

EXCLUSIONS

The following are environmental tasks that are not expected to be needed for this project or are expected to be completed by others (Bayer Becker and/or City of Oxford). If any of these tasks are determined necessary, a modification to this proposal will be required.

Public involvement (including property owner notifications) to be led by Bayer Becker with limited Stantec support.

No D-Level Categorical Exclusion required.

No Level 2 Ecological Survey Report required.

No Phase II History-Architecture study required.

No Phase II Archaeology study required.

No Phase I or Phase II Environmental Site Assessments required.

No Programmatic or Individual 4(f) or 6(f) evaluations required.

No Biological Assessments for threatened/endangered species required.

No Noise/Air Quality studies required (other than CE documentation following ODOT's flow charts).

No Individual 404/401 Permit required.

No Isolated Wetland Permit required.

Floodplain/NPDES permitting and coordination to be conducted by Bayer Becker.

Surveying information will be provided to Stantec by Bayer Becker.

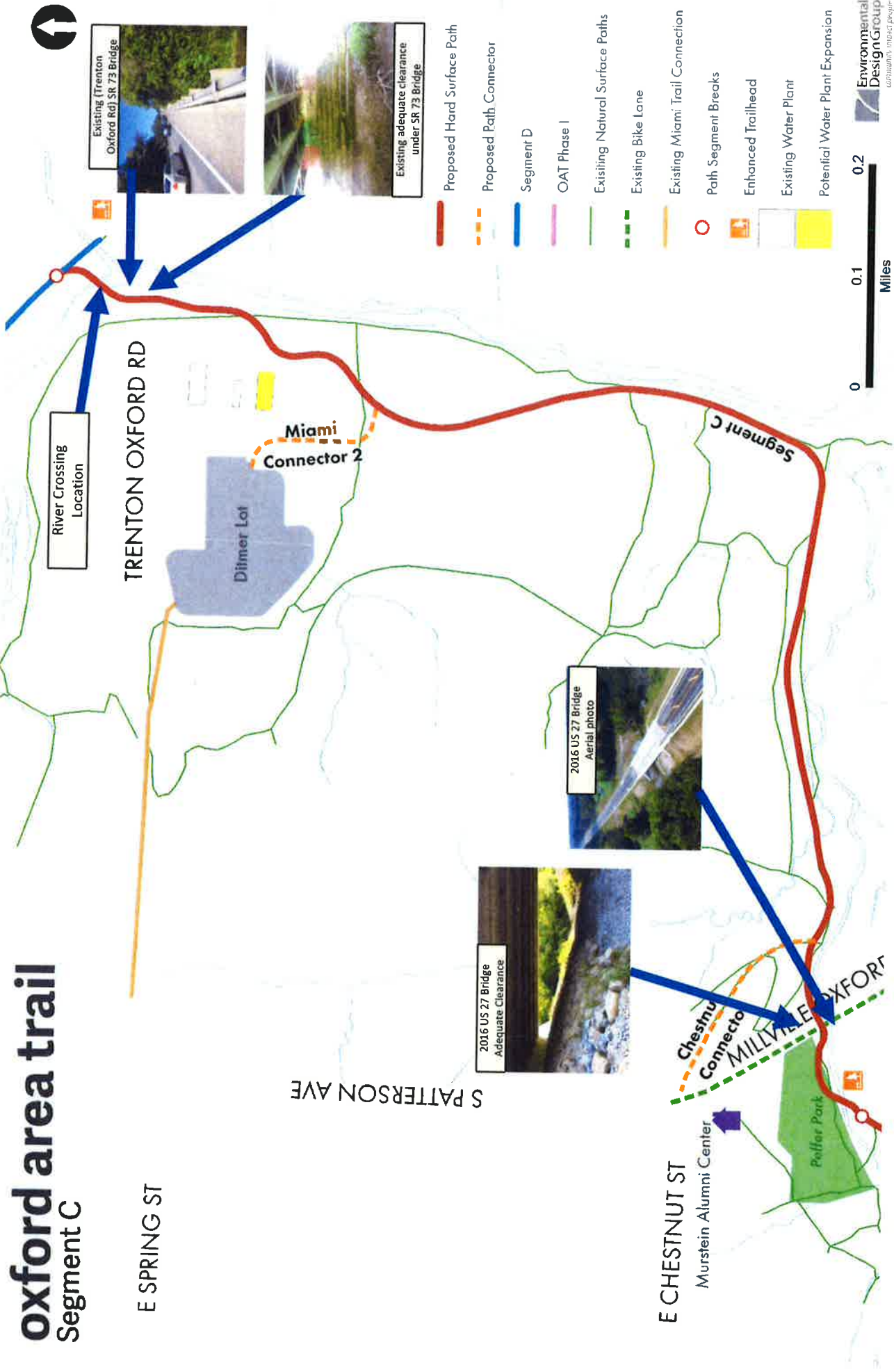
Hydraulic studies, if required, to be conducted by Bayer Becker.

Feasibility Study, if required, to be conducted by Bayer Becker.

Exhibits for Public Meeting, if required, to be provided by Bayer Becker.

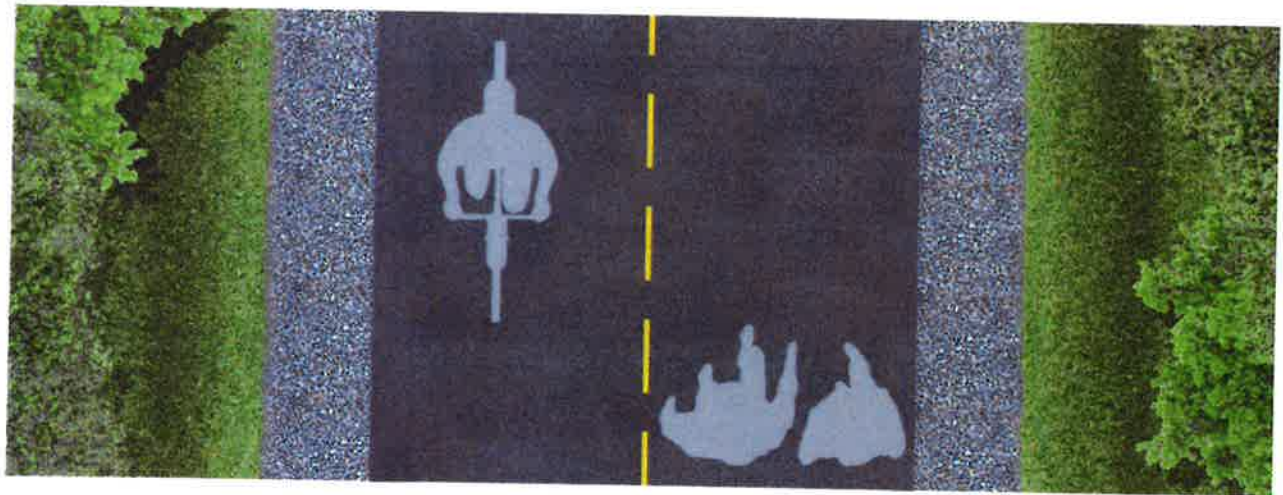
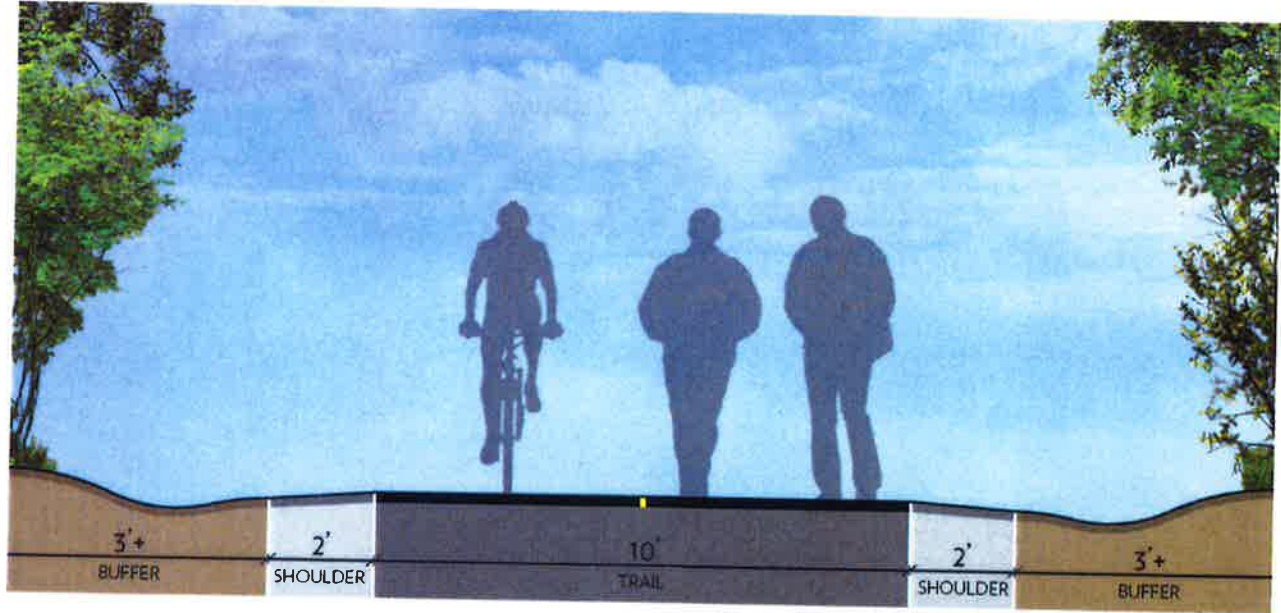
Est. Cost: \$1.55 million (\$500k River Crossing Costs)

oxford area trail Segment C



oxford area trail | alignment study

January 2012





Conceptual Rendering of Trailhead at Existing Parking Lot on SR 73



Conceptual Rendering of Trailhead at Existing Parking Lot on SR 73

 construction contracts districts engineering financial intranet odot home offices otis policy services 					
ELLIS PROJ					
DISTRICT	08	SPN	Select From List	PID	105057
View FAQ	QUICK SEARCH	105057	☒ PID ☐ SPN	Search	
Ellis Proj Home		Schedule Data		CMS Data	
Construction Contracts		Bridges		Roadway Segments	

The estimates shown in this application are not the official State's estimate and are not intended for purposes of award.

PROJECT INFORMATION (ELLIS)

PID	105057	Project Name	BUT OXFORD AREA TRAIL
District	8	Locale	BUTLER
Project / Letting Type	LET / LOCAL LET	Status	ACTIVE
Work Categories	• BIKEWAYS	Contract Features	
Env Doc Type	C2 ENVIRONMENTAL VERIFICATION FORM - DEC APPROVED (OLD CE-1)	Reservoir Year	
TRAC Tier		SJN(s)	• 488698
FAN(s)	• E171074		

AGENCIES

Project Manager	BROWN, SCOTT A	Design Agency	OXFORD, CITY OF
Sponsoring Agency	OXFORD, CITY OF	Designers	CONSULTANT NOT YET SELECTED
Acquisition Agency		Acquiring Agents	

LOCATION INFORMATION

Fed Congress Dist	8 SHE;DAR;PRE;BUT;MIA;AUG(PT);MER(PT);MOT(PT)
Project Termini	NEW ALIGNMENT: FROM US-27 AT PEPPER PARK TO SR-73 EAST OF THE EQUESTRIAN CENTER
Project Description	CONSTRUCTION OF A 10 FOOT WIDE ASPHALT MULTI-USE TRAIL ON THE SOUTHEAST SIDE OF OXFORD, FROM PEPPER PARK (ON SR-73) TO US-27, JUST EAST OF THE EQUESTRIAN CENTER.

CURRENT ESTIMATES

PE	\$0.00	View Details
RW	\$0.00	View Details
CO	\$1,273,809.19	View Details
SPR	\$0.00	View Details
Other	\$0.00	View Details
Total	\$1,273,809.19	Print Page

The Ohio Department of Transportation (ODOT)

MILESTONES			
MILESTONE	COMMIT DT	ACTUAL DT	BASELINE DT
NEPA Start Date	2/15/2018		
Environmental Document Approved	9/14/2018		
Authorized Design Consultant	2/15/2018		
Stage 2 Plans - Submitted	7/2/2018		
Stage 2 Plans - Complete	8/2/2018		
Stage 3 Plans - Submitted	9/25/2018		
Stage 3 Plans - Complete	10/25/2018		
Tracings Complete	12/14/2018		
Plan Package Received in C.O.	1/15/2019		
Sale	3/15/2019		
Award	5/1/2019		
Estimated Begin Construction	7/1/2019		
Estimated End Construction	10/1/2020		
District R/W Certification	1/11/2019		
Final Tracings - Approved	1/14/2019		
Local Let PS&E Package to District	12/14/2018		
Feasibility Study - Submitted	4/16/2018		
Feasibility Study - Approved	5/16/2018		
LPA Scope of Services Document	6/16/2017	6/16/2017	
Initial Project Scope Complete	1/15/2018		

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CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation
Originating Department

Council Meeting Of: Jan. 16, 2018

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: Jan. 5, 2018

Agenda Title: A Resolution authorizing the City Manager to enter into a service agreement with Mid-American Cleaning Contractors to provide custodial services for the Oxford Parks and Recreation Department.

Recommendation: Approve

The Oxford Parks and Recreation Department has had difficulty over the past several years filling the part-time custodial/maintenance position for the TRI Community Center and Oxford City Pool. Over the past two years, OPRD has hired at least six employees to work this position.

Due to the services OPRD provides to the community, it is vital to have clean, well-maintained facilities for our participants and students. Due to the high turnover rate of this position, the facilities have not been cleaned to an acceptable standard on a consistent basis. OPRD staff has also committed an exceptional amount of time recruiting and hiring new employees.

After some research, OPRD made a request to City Manager Elliott to utilize the services of Mid-American Cleaning Contractors (MACC). MACC is the same organization utilized to provide custodial services at Talawanda High School and new Kramer Elementary School. The goal is for this contract to provide more consistency in the custodial services and reduce staff time and costs associated with routinely recruiting and hiring new employees.

Approved By:

Initial Date

Department Head:

CDW \ 1/5/18

City Manager:

DRE 1/11/18

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MID-AMERICAN CLEANING CONTRACTORS, INC. TO PROVIDE CUSTODIAL SERVICES FOR THE OXFORD PARKS AND RECREATION DEPARTMENT AT THE COSTS OUTLINED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the Oxford Parks and Recreation Department has had difficulty over the past several years filling the part-time custodial/maintenance position for the TRI Community Center and the Oxford Municipal Pool; and

WHEREAS, Council finds it is vital to have clean well maintained municipal facilities at all times for the Oxford area residents; and

WHEREAS, the City Manager and the Parks and Recreation Director recommend that Council authorize the City Manager to enter into a contract with Mid-American Cleaning Contractors, Inc. to provide custodial services for the Oxford Parks and Recreation Department at the costs outlined in Exhibit "A" attached hereto.

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

SECTION 1: Council having considered the recommendation of the City Manager and the Parks and Recreation Director finds that it is in the best interest of the community to authorize the City Manager to enter into a contract with Mid-American Cleaning Contractors, Inc. to provide custodial services for the Oxford Parks and Recreation Department.

SECTION 2: Council accepts the recommendation of the City Manager and the Parks and Recreation Director and further authorizes the City Manager to enter into a contract with Mid-American Cleaning Contractors, Inc. to provide custodial services for the Oxford Parks and Recreation Department at the costs outlined in Exhibit "A" attached hereto.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

CONTRACT

This contract made as of _____, day of _____, 2018, by and between the, City of Oxford hereinafter referred to as "Client," and Mid-American Cleaning Contractors INC., an Ohio Corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Contractor is engaged in the business of providing Janitorial and other building Maintenance Services; and

WHEREAS, the Client wishes to engage the services of contractor;

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

1. TERMS: The term of the contract will begin on _____ day of ___, 2018, and continue one (1) years from this date. This contract will automatically renew at the anniversary date unless this contract is terminated by the Client or the Contractor providing notice of termination thirty (30) days prior to the term expiration, or as outline in paragraph #2.
2. EARLY TERMINATION CLAUSE: Either Client or Contractor may terminate this contract for any reason prior to the expiration date, provided the requesting Client or Contractor deliver at least a thirty (30) day written notice of cancellation.
3. SERVICES: Contractor agrees to perform the work set forth with particularity in specifications, attached hereto and made a part hereof. Contractor will furnish all labor and equipment necessary to perform said work.
4. LABOR, MATERIALS & EQUIPMENT:
 - A. The service as described here in, is to include the cost of labor, supervision, equipment and supplies needed to complete services.
 - B. Restroom supplies such as toilet tissue, hand soap, paper towels, sanitary napkins and liners will be furnished by Client.

5. COMPENSATION: For said Janitorial services, Client agrees to pay as follows:
- A. Housekeeping Services @ \$1538.33 Per Month
(TRI M-F)
 - B. Housekeeping Services @ \$807.63 Per Month
(Pool 5/20-9/10 M-F)

SALES TAX will be applicable to the contract prices at invoicing unless a TAX EXEMPT form is filled completed at the start of the contract.

Mutually agreeable adjustments in the contract price may be necessary if the specifications or cleaning areas are changed; or if Contractor is federally mandated to increase hourly wages.

6. INSURANCE: Mid- American will stand responsible for any breakage that may occur due to the negligence of our employees as we carry Public Liability and Property Damage Insurance up to and including \$1,000,000.00 and a \$ 8,000,000.00 umbrella package. We are also insured with the Industrial Commission of Ohio.
7. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship of contractor and Client shall be that of an independent Contractor and the Contractor shall have entire charge, control and supervision of a said work and Contractor, accordingly, shall have the sole right to hire and fire all employees of contractor. Client agrees not to hire or attempt to hire employees of Contractor while they are employees of Contractor, or for a period of three months after termination of said employment with Contractor.

Mid-American Cleaning Contractors, Inc.

City of Oxford

TRI

Job Specifications

Offices/Conference/Lunchroom

<u>Task Description</u>	<u>Service Days</u>
Empty And Remove Trash, Replace Liner If Needed	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Arrange Furniture	5 days/wk.
Clean Fridge, Microwave, Coffee, ETC.	5 days/wk.
Dust All Horizontal Surfaces Within Normal Reach	4 days/wk.
Spot Vacuum All Carpet	4 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	4 days/wk.
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Clean And Sanitize Telephones	1 day/wk.
Detail Vacuum All Carpet	1 day/wk.
Detail Dust - High And Low Areas	Monthly
Vacuum Or Brush Upholstered Furniture	Monthly
Detail Vacuum - Corners And Edges	Monthly

Hallways

<u>Task Description</u>	<u>Service Days</u>
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	4 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk. - ? weather dependent
Detail Dust - High And Low Areas	Monthly
Clean And Polish Drinking Fountains	5 days/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	5 days/wk.

Preschool Room

<u>Task Description</u>	<u>Service Days</u>
Spot Clean, Walls And Light Switches	5 days/wk.
Arrange Furniture	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Detail Dust - High And Low Areas	Monthly
Damp Wipe All Lunchroom Tables	5 days/wk.
Damp Wipe Eating Area Chairs	5 days/wk.
Damp Wipe Countertops Using Appropriate Cleaner	5 days/wk.
Clean Sinks Using Appropriate Cleaner	5 days/wk.
Vacuum Walk-Off Mats	5 days/wk.
Damp Clean Interior And Exterior Of Microwave	5 days/wk.
Empty And Remove Trash	5 days/wk.
Clean Refrigerator, Empty Contents If Requested	Monthly

Gym

<u>Task Description</u>	<u>Service Days</u>
Sweep Hard Surface Floors	5 days/wk.
Wipe Up Spills On Hardwood Floors Using A Slightly Dampened Microfiber Cloth Or Pad	5 days/wk.
Damp Mop Floor	2 days/wk.
Spot Clean All Walls, Light Switches And Doors	1 day/wk.

Workout Rooms

<u>Task Description</u>	<u>Service Days</u>
Spot Vacuum All Carpet	5 days/wk.
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Mop Floors	2 days/wk.
Wipe Down and Sanitize All Workout Equipment	2 days/wk.
Detail Dust - High And Low Areas	Monthly

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Site Supervision	5 days/wk.
Gather Supplies And Equipment For Shift	5 days/wk.
Clean And Arrange Janitor Closet	5 days/wk.

Prepare For The Next Day

5 days/wk.

Turn Off Lights - Per Instructions

5 days/wk.

Shut And Lock Doors, Set Alarm - Per Instructions

5 days/wk.

City of Oxford

Job Specifications – City Pool

Lobby/Commons

<u>Task Description</u>	<u>Service Days</u>
Dust All Horizontal Surfaces Within Normal Reach	4 days/wk.
Detail Dust - High And Low Areas	Monthly
Spot Clean All Walls, Light Switches And Doors	2 days/wk.
Damp Wipe Horizontal Surfaces-Use Appropriate Cleaner	1 day/wk.
Vacuum Or Brush Upholstered Furniture	Monthly
Clean And Sanitize Telephones	1 day/wk.
Arrange Furniture	5 days/wk.
Empty And Remove Trash, Replace Liner If Needed	5 days/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Spot Mop Stains And Spills Using Appropriate Cleaner	4 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	1 day/wk.
Vacuum Walk-Off Mats	5 days/wk.

Restrooms

<u>Task Description</u>	<u>Service Days</u>
Empty Trash, Refill Supply Dispensers, Clean And Disinfect Restroom Fixtures, Clean Mirrors, Counters, Partitions And Chrome, Sweep And Mop Floor Using Appropriate Cleaner	5 days/wk.

Locker Rooms

<u>Task Description</u>	<u>Service Days</u>
Wipe Clean Fronts And Tops Of Lockers	1 day/wk.
Dust Mop Hard Surface Floors	5 days/wk.
Damp Mop Hard Surface Floors- Use Appropriate Cleaner	5 days/wk.
Clean And Disinfect Showers	5 days/wk.

Other Requirements

<u>Task Description</u>	<u>Service Days</u>
Site Supervision	5 days/wk.
Gather Supplies And Equipment For Shift	5 days/wk.
Clean And Arrange Janitor Closet	5 days/wk.

Prepare For The Next Day

5 days/wk.

Turn Off Lights - Per Instructions

5 days/wk.

Shut And Lock Doors, Set Alarm - Per Instructions

5 days/wk.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas R. Elliott, Jr.

Police

Originating Department

Council Meeting Of: January 16, 2018

John A. Jones

Account Code #: 140.110.61188
142.711.61014
142.711.61016

Prepared By

Budgeted Amount: \$73,000

January 10, 2018
Date Prepared

Agenda Title: Purchase of ALPR Parking Management System

Recommendation: Approve

The 2018 Capital Improvement budget included \$40,000 in the Parking Improvement Fund for the purchase of new parking management software, as well as \$16,500 in the Capital Equipment Fund and \$16,500 in the Parking Improvement Fund for the purchase of a new parking Automated License Plate Recognition (ALPR) system in order to continue and improve the necessary operations of the Parking Unit. A new (ALPR) that integrates with parking management software is needed to effectively manage parking as a public resource and will enhance the Division's ability to improve customer service and enforcement.

Staff evaluated three different software vendors (NuPark, AIMS, and our current vendor T2), on their ability to meet our list of requirements as well as future integration abilities with technological upgrades such as Pay-by-phone services, online citation payments and appeals, and multi-space meters. Of these systems, NuPark was determined to best fulfill all the requirements needed of a LPR parking management system and was the most economical.

NuPark was awarded the contract for LPR Parking Management Systems by the National Cooperative Purchasing Alliance (**Contract #05-17**) of which the City is a member.

This resolution will authorize the City Manager to enter into a contract with NuPark for the purchase of an ALPR Parking Management System that includes a software subscription, parking enforcement app for mobile devices, a Mobile LPR Enforcement Bundle and hardware installation at a cost not to exceed \$63,775.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JAG \ 1-10-18
DRE \ *Stiles*

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NUPARK, INC. FOR THE PURCHASE OF AN AUTOMATED LICENSE PLATE RECOGNITION (ALPR) PARKING MANAGEMENT SYSTEM THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (CONTRACT #05-17) AT A COST NOT TO EXCEED \$63,775.00.

WHEREAS, the 2018 Capital Improvement Budget includes \$40,000.00 in the Parking Fund for the purchase of new parking management software, as well as \$16,500.00 in the Capital Equipment Fund and \$16,500.00 in the Parking Improvement Fund for the purchase of a new parking Automated License Plate Recognition (ALPR) system to continue to improve the necessary operations of the Parking Unit; and

WHEREAS, a new ALPR that integrates with parking management software is needed to effectively manage parking as a public resource and it will enhance the Police Division's ability to improve customer service and enforcement; and

WHEREAS, the City Manager and the Police Chief recommend that Council authorize the City Manager to enter into an agreement with NUPARK, INC. for the purchase of an Automated License Plate Recognition (ALPR) Parking Management System through the National Cooperative Purchasing Alliance (Contract #05-17) at a cost not to exceed \$63,775.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and accepts the National Cooperative Purchasing Alliance (Contract #05-17) pricing for the purchase of an Automated License Plate Recognition (ALPR) Parking Management System at a cost not to exceed \$63,775.00.

SECTION 2: Council further authorizes the City Manager to enter into an agreement a copy of which is attached hereto as Exhibit "A" with NUPARK, INC. for the purchase of an Automated License Plate Recognition (ALPR) Parking Management System through the National Cooperative Purchasing Alliance (Contract #05-17) at a cost not to exceed \$63,775.00.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)



SYSTEMS AGREEMENT

This Systems Agreement is effective as of _____ (the “Effective Date”) and entered into by and between NuPark, Inc., a Delaware corporation (“NuPark”), and City of Oxford. (“Customer”).

NuPark is in the business of providing, and Customer desires to obtain from NuPark, certain parking-related software and hardware, maintenance support, and related services. This Agreement establishes the master terms and conditions that will apply to the initial transaction described herein and all subsequent transactions which NuPark and Customer may enter into pursuant to this Agreement. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. CERTAIN DEFINITIONS. For purposes of this Agreement, the following terms shall have the meaning set forth below:

1.1 “Agreement” means this Systems Agreement and all attachments, exhibits and schedules hereto, including any written addenda, amendments or Subsequent Purchase Orders subsequently entered into by the parties.

1.2 “Confidential Information” means that information of either party (“Disclosing Party”) which is disclosed to the other party (“Receiving Party”) pursuant or in relation to this Agreement (a) in written form and marked “Confidential” or “Proprietary;” (b) if disclosed verbally, which the Disclosing Party indicates is confidential at the time of disclosure and sends a written summary of such information to the Receiving Party within thirty (30) calendar days of disclosure marked “Confidential” or “Proprietary;” and (c) in addition to the foregoing, which a reasonable businessperson would regard as confidential under the circumstances of disclosure and/or in view of the nature of the information. Notwithstanding the foregoing, Confidential Information includes, without limitation, this Agreement, the NuPark System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, product plans, and such other information as should be considered and treated as confidential considering the nature of such information.

1.3 “Customer” has the meaning contained in the first paragraph above and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement. For purposes of this definition, “control” means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all of the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority, as of the Effective Date or hereafter during the term of this Agreement; provided, however, that such entity will be considered a subsidiary, affiliate or parent only for the time during which such control exists.

1.4 “Documentation” means the technical documentation and any end-user instructions including all updates and versions thereof associated with the Licensed Software and Licensed Hardware, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5 “Error” means the material non-conformance of the Licensed Software with the Documentation.

1.6 “Initial Purchase Order” means the products, software, and services initially ordered by Customer under this Agreement as set forth in Exhibit A.

1.7 “Intellectual Property” means all tangible and intangible property of NuPark or its third party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the NuPark System, and which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.8 “Licensed Hardware” means the NuPark hardware and any Third Party Hardware as more particularly set forth in the Initial Purchase Order and any Subsequent Purchase Order.



1.9 “Licensed Software” means the machine-readable, compiled object code format of NuPark software and any Third Party Software as more particularly set forth in the Initial Purchase Order and any Subsequent Purchase Order.

1.10 “NuPark System” means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by NuPark to Customer.

1.11 “Subsequent Purchase Order” means an order for products, software, or services placed by Customer after the Initial Purchase Order.

1.12 “Third Party Hardware” means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by NuPark to Customer.

1.13 “Third Party Products” means Third Party Hardware and Third Party Software.

1.14 “Third Party Software” means all software, in machine-readable, compiled object code format only, owned by third parties, sublicensed by NuPark to Customer and integrated into or interfaced by NuPark into the NuPark System, as set forth in the Initial Purchase Order and/or any Subsequent Purchase Order.

2. LICENSE; SERVICES.

2.1 License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, NuPark hereby grants Customer a non-exclusive, nontransferable, nonassignable license to use the NuPark System during the Term or any Renewal Term for Customer’s own internal data processing operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement. NuPark additionally hereby grants Customer the right to (a) make such copies of the Documentation as are reasonably necessary for Customer’s internal use of the NuPark System and (b) make such copies of the Licensed Software as are reasonably required for testing, back-up disaster recovery, and archival purposes.

2.2 License Restrictions. As a condition on the foregoing license set forth in Section 2.1, Customer shall not (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any NuPark or third party markings, identification, copyright, or other notices from the NuPark System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the NuPark System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without NuPark’s prior written consent; (f) make the NuPark System available in any manner to any third party; or (g) install or use the NuPark System in any manner not in accordance with the license grant pursuant to Section 2.1.

2.3 Intellectual Property. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to NuPark (or its third party vendors) and NuPark (or such third party vendors) will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation).

2.4 No Other Licenses. Except as specifically granted in Section 2.1, no license or other right is granted, either directly or indirectly, by implication, estoppels, or otherwise, to Customer. All other rights are expressly reserved to NuPark or its third party vendors, as applicable.

2.5 Third Party Products.



2.5.1 Third Party Software. This Agreement may require that Customer use certain Third Party Software. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations required or mandated by any Third Party Software vendors. NuPark will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user software warranties that the Third Party Software vendor provides directly to NuPark.

2.5.2 Third Party Hardware. Customer acknowledges and agrees that Third Party Hardware purchased and/or sublicensed by Customer under this Agreement has been purchased by NuPark from various manufacturers for resale and/or sublicense, as applicable, to Customer. Excluding warranty of title to any Third Party Hardware, all other Third Party Hardware warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by NuPark. NuPark will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user hardware warranties that the Third Party Hardware vendor provides directly to NuPark. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

2.6 Maintenance Services.

2.6.1 Maintenance Services Defined. NuPark agrees to provide Customer with certain maintenance services for the NuPark System during the Term or any Renewal Term, provided Customer has paid the applicable License Fees to NuPark in accordance with this Agreement. "Maintenance Services" means that NuPark will offer support to the Customer's designated technical support contact concerning the installation and use of (a) the then-current release and the then-immediately prior release of the Licensed Software and (b) the Licensed Hardware. Support is provided by telephone and electronic mail during NuPark's then-current support hours and consists of the following: (a) answering questions pertaining to NuPark System functionality; (b) commercially reasonable efforts to research and correct Errors; and (c) responding to questions and issues related to Licensed Software updates and enhancements. To the extent that NuPark releases an updated or enhanced version of the Licensed Software during the Term or any Renewal Term, NuPark will also provide such updated or enhanced version to Customer as part of the Maintenance Services, provided that NuPark will be under no obligation to issue any updates or enhancements. Upon receipt, any updates or enhancements will be deemed Licensed Software. Customer acknowledges that Customer's license to such updates or enhancements extends only to updated and enhanced versions of features and functionality existing in the Licensed Software licensed by Customer, notwithstanding that new products with new features and functionality may be bundled with such updates or enhancements. Customer is responsible for the registration, support, maintenance, update, and upgrade of any Third Party Products.

2.6.2 Customer Cooperation. Customer acknowledges that NuPark's performance of the Maintenance Services may be dependent on Customer providing certain information, assistance, or access to Customer's operating systems. Accordingly, Customer agrees that any failure by NuPark to provide the Maintenance Services which is caused by Customer's failure to provide such information, assistance, or access to Customer's operating systems as reasonably requested by NuPark will not constitute a breach of NuPark's obligation to perform the Maintenance Services.

2.6.3 Customer Service Support Levels. NuPark agrees to comply with the Customer Service Support Levels set forth below.



Customer Service Support Levels	
Priority	Required Response
<u>High:</u> ➤ NuPark System is down ➤ Critical Customer impact	➤ Return Call within 30 minutes during NuPark's support hours; 1 hour outside of NuPark's support hours ➤ Resolution or plan of action in place and implemented within 24 hours
<u>Medium:</u> ➤ Typical software bug ➤ NuPark System response time slow ➤ No major Customer impact	➤ Return call within 4-8 hours during NuPark's support hours ➤ Resolution or plan of action in place and implemented within 72 hours
<u>Low:</u> ➤ Cosmetic changes required ➤ No Customer impact	➤ Return call within 48 hours ➤ NuPark will use commercially reasonable efforts to resolve in future update

2.6.4 **Exceptions.** NuPark will have no obligation to perform Maintenance Services to the extent due to any one or more of the following: (a) Customer's abuse or misapplication of the NuPark System; (b) use of the NuPark System other than as specified in the Documentation or as permitted herein; (c) use of the NuPark System in conjunction with software or hardware that is incompatible with, or otherwise has a detrimental effect on the operation of, the NuPark System; (d) Customer's failure to promptly implement any updates or to properly or timely update its Third Party Products as required by NuPark or applicable third party vendor; (e) alteration, damage, or modification to or of the NuPark System; (f) Customer's failure to timely pay the applicable License Fees to NuPark or to otherwise comply with the terms of this Agreement; (g) improper operator handling or use; or (h) the cancellation, completion, expiration, or termination of this Agreement. If Customer transfers the NuPark System to a hardware and/or software platform which is not supported by NuPark at the time of such transfer, NuPark will continue to provide to Customer any updates issued as part of the Maintenance Services which operate on the original supported platform, but NuPark shall have no further obligation to attempt to fix Errors which occur when the NuPark System is run on any platform other than the supported platform.

2.7 **Hosting Services.**

2.7.1 **Hosting Services.** NuPark will provide hosting services for the NuPark System (the "**Hosting Services**") during the Term and any Renewal Term if Hosting Services are included in the Initial Purchase Order or any Subsequent Purchase Order, provided Customer has paid the applicable Hosting Services Fees to NuPark in accordance with this Agreement.

2.7.2 **Access.** If Customer elects to obtain Hosting Services from NuPark, NuPark will provide Customer access to the NuPark System through the Hosting Services. Customer may access the Hosting Services using Customer's remote access system. NuPark will use commercially reasonable efforts to provide the Hosting Services in a manner sufficient to allow access to the NuPark System through the Internet twenty-four (24) hours per day, seven (7) days per week, except for emergency or routine maintenance or for other outages beyond the control of NuPark, including, without limitation, outages attributable to failure of the Customer's Internet service provider or Customer's remote access system. Customer, at Customer's sole cost and expense, is solely responsible for providing and maintaining Customer's remote access system and providing all necessary Internet connectivity. Customer will control the issuance of user identification and passwords for the use of the NuPark System by Customer's employees and agents and will be responsible for maintaining the confidentiality of all such passwords. Customer acknowledges and agrees that Customer is responsible for all liabilities incurred as a result of the use of



any password assigned to Customer and that any actions occurring under Customer's password will be deemed to have been performed by Customer.

2.7.3 Maintenance of Hosting Services. NuPark will use commercially reasonable efforts to maintain the Hosting Services, including installing any updated or enhanced version of the Licensed Software NuPark releases. NuPark reserves the right at any time to modify the hours of access, methods of operation, and procedures related to access to, and use of, the Hosting Services.

2.7.4 Ownership. Customer acknowledges that the Hosted Services are offered as an on-line hosted solution and that Customer has no right to obtain a copy of the underlying software itself except as otherwise expressly permitted under this Agreement. All copies, improvements, updates, modifications, or enhancements of the Hosted Services shall remain the property of NuPark (including any of the foregoing which incorporate Customer's suggestions, ideas, or feedback). All rights related to the Hosting Services not expressly granted to Customer are reserved.

2.7.5 Performance. NUPARK WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE HOSTING SERVICES ON AN ERROR-FREE AND CONTINUOUS BASIS. HOWEVER, NUPARK DOES NOT REPRESENT, WARRANT, OR GUARANTEE, AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTEE, THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CUSTOMER ACKNOWLEDGES AND AGREES THAT ACCESS TO THE HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND THAT NUPARK IS NOT RESPONSIBLE FOR ANY DELAYS OR DAMAGES RESULTING THEREFROM.

2.8 Professional Services. Any services to be performed by NuPark other than the Maintenance Services and the Hosting Services are limited to those services specifically set forth in the Initial Purchase Order and any Subsequent Purchase Order or otherwise agreed to in writing between the parties (collectively, the "Professional Services"). If, during the Term or any Renewal Term, Customer requests Professional Services, the parties will cooperate to identify and agree in writing upon the scope of the Professional Services to be provided and the applicable schedule for the performance of such Professional Services.

2.9 Audit. Customer is responsible for implementing reasonable means to monitor its compliance with the terms of this Agreement. Upon not less than ten (10) calendar days' notice to Customer, NuPark may audit Customer's use of the NuPark System. Customer agrees to cooperate with NuPark's audit and to provide NuPark with reasonable assistance and access to information, including, without limitation, Customer's books and records related to Customer's use of the NuPark System. NuPark may furnish Customer with an audit questionnaire, and Customer agrees to fully and accurately complete such questionnaire and return it to NuPark within ten (10) calendar days of receipt. NuPark's use of an audit questionnaire will not limit NuPark's ability to conduct any on-site audit(s) as provided above. If a review of Customer's records indicates (a) a discrepancy of five percent (5%) or more of any amount payable hereunder or (b) any use of the NuPark System not permitted hereunder, without limiting any other remedy available to NuPark, Customer agrees to pay NuPark immediately upon demand (y) for the full out-of-pocket costs of the audit and (z) any discovered underpayments.

3. CUSTOMER'S OBLIGATIONS.

3.1 Customer's Premises. For any services to be performed by NuPark on Customer's premises, Customer will provide for NuPark's personnel's use, at no charge to NuPark, reasonable workspace and access to the appropriate Customer computing resources and environment, including mutually agreed upon office equipment and materials needed to complete the services. Customer will arrange for all necessary security badges and IT system log-in/passwords to be provided to NuPark's personnel as may be required by Customer's policies and procedures.

3.2 Customer's Responsibilities. Any tasks that are not specifically assigned to NuPark will remain Customer's responsibility to perform and will remain under Customer's supervision, management, and control, even



if NuPark assists Customer in performing such tasks. NuPark will not be responsible for any delays caused by delays or nonperformance of project tasks which Customer is responsible to perform.

3.3 Right of Access by NuPark. Customer will provide all necessary passwords and protocols to permit NuPark to access the NuPark System on Customer's system by electronic means for purposes of providing Maintenance Services and determining whether the NuPark System is being used in accordance with the terms and conditions of this Agreement.

3.4 Customer Assistance. To assist NuPark in providing the Maintenance Services, Customer will execute diagnostic routines in accordance with written instructions provided by NuPark and inform NuPark of the results of such tests. Customer will cause appropriate technical personnel from its staff to be available for consultation and advice regarding the nature of any problems and the results and acceptability of any proposed or attempted solution. Customer will maintain the NuPark System by installing any bug fixes, updates, and other workarounds provided by NuPark. Customer acknowledges and agrees that the failure or refusal of Customer to do so may affect NuPark's ability to provide the Maintenance Services.

4. FEES; PAYMENT.

4.1 License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to NuPark the annual license fees for the NuPark System as set forth in the Initial Purchase Order and any Subsequent Purchase Order (collectively, the "License Fees"). The License Fees include fees for the Maintenance Services and NuPark's standard installation and standard training services for the NuPark System. License Fees for the first year of the Term are due and payable upon execution of this Agreement.

4.2 Annual License Fees. After the first year of the Term, the annual License Fees shall be calculated each year thereafter during the Term and any Renewal Term according to the applicable License Fees set forth in the Initial Purchase Order and any Subsequent Purchase Order. After the first year of the Term, the annual License Fees shall be due and payable in advance in full every year on the anniversary of the Effective Date during the Term and any Renewal Term.

4.3 Subsequent License Fees. License Fees for any Licensed Software or Licensed Hardware licensed after the Effective Date shall be set forth in the applicable Subsequent Purchase Order and will be invoiced by NuPark as set forth therein. Thereafter, such License Fees shall be calculated and shall be due and payable in accordance with Section 4.2.

4.4 Hosting Services Fees. Customer shall pay to NuPark the fees related to any Hosting Services as set forth in the Initial Purchase Order and any Subsequent Purchase Order (collectively, the "Hosting Services Fees"). The Hosting Services Fees for the first year of the Term shall be due and payable in advance in full on the Effective Date. Thereafter, such Hosting Services Fees shall be calculated and shall be due and payable in the same manner as the License Fees under Section 4.2 and Section 4.3.

4.5 Professional Services Fees. Customer shall pay to NuPark the fees related to any Professional Services as set forth in the Initial Purchase Order and any Subsequent Purchase Order (collectively, the "Professional Services Fees"). The initial Professional Services Fees are set forth in the Initial Purchase Order and are due and payable upon execution of this Agreement. Thereafter, any Professional Services Fees shall be due and payable in accordance with Section 4.9. Customer agrees to pay NuPark for any requested Professional Services not specifically described in the Initial Purchase Order or any Subsequent Purchase Order on a time and materials basis calculated using NuPark's rates in effect at the time NuPark agrees to perform such Professional Services plus any Incurred Expenses (defined below).

4.6 Third Party Products Fees. Customer shall pay to NuPark all fees related to Third Party Products supplied to Customer under this Agreement, including, without limitation, all such fees set forth in the Initial Purchase Order or any Subsequent Purchase Order (collectively, the "Third Party Product Fees"). Any fees for Third Party Products provided through NuPark are subject to change without prior notice based on the fee that NuPark is charged by such vendors for such products. NuPark will receive Customer approval before billing for any additional Third Party Product fees beyond what is included in Exhibit A.



4.7 **Incurred Expenses.** Expenses (a) specifically set forth in the Initial Purchase Order or any Subsequent Purchase Order or (b) otherwise reasonably incurred by or on behalf of NuPark or its personnel in performing NuPark's obligations under this Agreement (collectively, the "**Incurred Expenses**") shall be due and payable as set forth in the Initial Purchase Order or any Subsequent Purchase Order or otherwise within thirty (30) days of Customer's receipt of NuPark's invoice for any such Incurred Expenses.

4.8 **Taxes.** Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on NuPark's income) regardless of whether such taxes become due or payable at the time of delivery or use of the NuPark System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by NuPark, to reimburse NuPark therefor, upon receipt of proof of payment by NuPark.

4.9 **Payment; Late Fees.** All License Fees, Hosting Services Fees, Professional Services Fees, Third Party Product Fees, Incurred Expenses, and any other undisputed payments due to NuPark hereunder including, without limitation, all payments due to NuPark for any additional services or products requested by Customer are due and payable either in accordance with this Agreement or within thirty (30) days of Customer's receipt of NuPark's invoice, as applicable. Any amounts not paid in accordance with this Agreement or within thirty (30) calendar days of the date of Customer's receipt of NuPark's invoice, as applicable, shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. All amounts payable to NuPark hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer.

4.10 **Shipment and Delivery.** NuPark will deliver the Third Party Products FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without NuPark's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay NuPark any monies due or owing NuPark shall excuse NuPark from making further deliveries. Title to and risk of loss in the Third Party Products shall pass to Customer upon delivery of the Third Party Products to the shipping point.

5. TERM AND TERMINATION.

5.1 **Term.** This Agreement and the licenses granted under this Agreement become effective as of the Effective Date and, unless sooner terminated pursuant to Section 5.2 below, this Agreement shall continue in effect for a period of thirty-six (36) months from the Effective Date (the "**Term**"). Upon expiration of the Term, this Agreement shall automatically renew for additional successive sixty (36) month terms (the "**Renewal Term(s)**") from the expiration date of the Term or the prior Renewal Term on the terms and conditions set forth in this Agreement, subject to adjustment of the License Fees in accordance with NuPark's then-current rates unless either party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Term or any Renewal Term of its intent not to renew this Agreement.

5.2. **Termination.** The following termination rights are in addition to any termination rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to NuPark or Customer at law or in equity:

5.2.1 **Nonpayment.** Notwithstanding any other provision herein, NuPark may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of NuPark's written notice of such failure to pay.

5.2.2 **Other Material Breach.** In addition to any other rights of termination set forth herein, this Agreement may be terminated by either party upon thirty (30) calendar days' prior written notice to the other party in the event of a breach of a material provision of this Agreement, provided that during the thirty (30) day period, the breaching party fails to cure such breach.



5.2.3 Termination for Bankruptcy. NuPark and Customer will each have the right, at its option, to terminate this Agreement by prior written notice to the other party in the event of the other party's: (a) assignment for the benefit of creditors; (b) admitted insolvency; (c) dissolution or loss of charter; (d) being adjudged bankrupt or insolvent by a court of competent jurisdiction; (e) having an appointment of a trustee or receiver of its assets or any substantial part thereof; (f) filing of a voluntary petition under any bankruptcy or other similar law providing for its reorganization, dissolution or liquidation; or (g) consent to the appointment of a receiver or a trustee for itself or its assets or any substantial part thereof.

5.3 Monies Non-Refundable. Notwithstanding the provisions of Sections 5.1 and 5.2, in the event of the cancellation, completion, expiration or termination of this Agreement, all monies paid or due or owing to NuPark by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable.

5.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the NuPark System will immediately terminate; (b) Customer shall immediately cease using the NuPark System and Hosting Services; and (c) Customer shall return to NuPark any Licensed Hardware which Customer has not obtained title to as of such expiration or termination.

5.5 Remedies. Expiration or termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall it relieve Customer of its obligation to pay all monies due or owing to NuPark that accrued under this Agreement.

6. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

6.1 NuPark Warranties.

6.1.1 Licensed Software. NuPark has full power and authority with respect to the Licensed Software to license the Licensed Software to Customer as provided herein without the consent of any other person, or, in the event such consent is required, NuPark has obtained said consent. NuPark warrants that unmodified Licensed Software will operate in accordance with the Documentation. Under this warranty, NuPark will correct any Errors in the unmodified Licensed Software at no extra charge to Customer. This warranty is valid for a period of ninety (90) days commencing from the date the Licensed Software is installed.

6.1.2 Maintenance Services. NuPark warrants that the Maintenance Services will be provided to Customer in a timely and professional manner consistent with software industry standards for such services and in accordance with the Customer Service Support Levels set forth above. Under this warranty, NuPark will promptly re-perform any nonconforming Maintenance Services at no additional charge to Customer.

6.1.3 Professional Services. NuPark warrants that the Professional Services (a) will be provided to Customer in a timely and professional manner consistent with software industry standards for these services and (b) will conform to the written specification of the Professional Services to be mutually agreed upon by the parties. These warranties are valid for a period of thirty (30) days commencing from the completion date of the Professional Services. If Customer reports any nonconformance with this warranty to NuPark within this warranty period, NuPark will promptly re-perform the nonconforming Professional Services at no additional charge to Customer.

6.1.4 Authority. NuPark represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of NuPark, enforceable against it in accordance with the terms hereof; and (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of NuPark.

6.2 Customer Warranties. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof;



and (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer.

6.3 DISCLAIMERS.

6.3.1 GENERAL. THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 OF THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY NUPARK. NUPARK EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NUPARK DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS THAT THE OPERATION OF THE NUPARK SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE NUPARK SYSTEM WILL BE CORRECTED.

6.3.2 THIRD PARTY SOFTWARE DISCLAIMER. NUPARK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE INCLUDING, WITHOUT LIMITATION, QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE PROVIDED UNDER THIS AGREEMENT IS EXPRESSLY PROVIDED "AS IS."

6.3.3 THIRD PARTY HARDWARE DISCLAIMER. NUPARK MAKES NO WARRANTIES OR REPRESENTATIONS (OTHER THAN WARRANTY OF TITLE) WITH RESPECT TO ANY THIRD PARTY HARDWARE, EXPRESS OR IMPLIED, AND SUCH WARRANTY OF TITLE IS MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR REPRESENTATIONS OF QUALITY, CAPABILITIES, OPERATION, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT IS EXPRESSLY PROVIDED "AS IS."

6.4 EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in Section 6.1 shall not apply to nonconformities, Errors, or defects of any goods or services provided by NuPark pursuant to this Agreement or any amendments thereto due to any of the following: (a) misuse of the NuPark System; (b) modification of the Licensed Software by Customer; (c) failure by Customer to utilize compatible computer and networking hardware and software; (d) failure by Customer to install updated or enhanced versions of the Licensed Software provided by NuPark; or (e) interaction with software or firmware not provided by NuPark.

7. INDEMNIFICATION.

7.1 Indemnification by NuPark. NuPark agrees to indemnify, defend, and hold harmless Customer and its officers, directors, employees, distributors, agents, successors, and assigns against, and pay final judgment awarded against such parties from, any third party claims which allege that the NuPark System (other than and excluding all Third Party Products) or the use thereof infringes upon, misappropriates, or violates any valid United States patents, copyrights, or trade secret rights of persons or entities who are not parties to this Agreement; provided, however, that NuPark's indemnification obligations are contingent upon the conditions that (a) Customer promptly notifies NuPark in writing no later than sixty (60) days after Customer's receipt of any notice or claim of such alleged infringement or misappropriation involving the NuPark System of which it becomes aware; (b) Customer permits NuPark to control the defense, settlement, adjustment, or compromise of any such claim; (c) the claim does not result from any unauthorized modification or use of the NuPark System; (d) the claim does not result from the combination of the NuPark System with software or equipment not provided by NuPark; and (e) the claim



does not result from Customer-specified customization work that is made to the NuPark System pursuant to specifications provided by Customer. Customer may employ counsel at its own expense (provided that if such counsel is necessary because NuPark does not assume control, NuPark will bear such expense), to assist it with respect to any such claim. Customer shall have no authority to settle any claim subject to this Section 7.1 on behalf of NuPark, and NuPark will not be obligated to indemnify Customer or its officers, directors, employees, distributors, agents, successors, or assigns for settlements entered into without NuPark's prior written consent.

7.2 **Injunction.** If, by reason of an infringement claim covered by Section 7.1 of this Agreement, Customer will be prevented or is likely to be prevented by legal means from using the NuPark System, or if, in NuPark's opinion, such claim is likely to occur, NuPark may, at its sole option and expense: (a) procure for Customer the right to continue to use the NuPark System or infringing part thereof; (b) modify or amend the NuPark System or infringing part thereof, or replace the NuPark System or infringing part thereof with other software or parts having substantially the same or better capabilities; or, (c) if, in NuPark's opinion, neither of the foregoing sub-section (a) or sub-section (b) is commercially practicable, terminate this Agreement and repay Customer a portion, if any, of the License Fees actually paid by Customer for the NuPark System equal to the total amount paid by Customer less one-thirty-sixth (1/36) thereof for each month or portion thereof of the Term or then-current Renewal Term that this Agreement has been in effect. NuPark and Customer shall then be released from any further obligation to the other under this Agreement, except for the obligations of confidentiality and indemnification provided for above and such other obligations that survive cancellation, completion, expiration, or termination of this Agreement as set forth herein. THIS SECTION 7 STATES NUPARK'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO CLAIMS THAT THE NUPARK SYSTEM OR ANY RIGHTS THEREIN INFRINGE OR MISAPPROPRIATE THE RIGHTS OF ANY THIRD PARTY.

7.3 **Indemnification.** NuPark agrees to indemnify, defend, and hold harmless the City and its officers, directors, employees, distributors, agents, licensors, successors, and assigns from and against any and all loss, damage, settlement, or expense (including reasonable attorneys' fees) incurred, resulting from, or arising out of the indemnifying party's negligent activities or omissions under this Agreement, whether actual or alleged; provided that the indemnified party (a) promptly notifies the indemnifying party in writing of any notice of which it becomes aware; and (b) permits the indemnifying party to control the defense, settlement, adjustment, or compromise of any such claim. The indemnified party may employ counsel, at its own expense (provided that if such counsel is necessary because the indemnifying party does not assume control, the indemnifying party shall bear such expense), to assist it with respect to any such claim. The indemnified party shall have no authority to settle any claim subject to this Section 7.3 on behalf of the indemnifying party.

8. LIMITATION OF LIABILITY.

8.1 IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO NUPARK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT.

8.2 NUPARK AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE LIMITATIONS AND DISCLAIMERS RELATED TO WARRANTIES AND LIABILITY CONTAINED IN THIS AGREEMENT ARE INTENDED TO LIMIT THE CIRCUMSTANCES AND EXTENT OF LIABILITY. THE PROVISIONS OF THIS SECTION 8 SHALL BE



ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT.

9. CONFIDENTIALITY; TRADE SECRETS.

9.1 **Obligations.** Each party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. Each party has entered into, and will continue to enter into, a written agreement with each of its employees and other representatives to treat third party confidential information at a minimum in accordance with the provisions of this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Disclosing Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so. The Receiving Party remains liable, and agrees to indemnify and hold the Disclosing Party harmless, for any unauthorized disclosures of Confidential Information by its employees, officers, directors, or other principals, agents, counsel, subcontractors, or consultants.

9.2 **Exceptions.** The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

9.3 **No Adequate Remedy.** In the event of a breach of this Section, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall, in addition to any other available legal or equitable remedies, be entitled to seek an injunction against such breach. Any such relief shall be in addition to and not in lieu of any other relief to which the Disclosing Party may be entitled at law or in equity, including reasonable attorneys' fees.

9.4 **Permitted Disclosures.** Nothing in this Section shall be construed to prohibit either party from disclosing the Confidential Information of the other party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

9.5 **Trade Secrets.** Customer hereby acknowledges that the NuPark System and its components, whether provided by NuPark or its third party vendors or licensors, constitute trade secrets of NuPark and/or its third party vendors or licensors, and as such are protected by civil and criminal law, are very valuable to NuPark and/or its third party vendors or licensors, and that their use must be carefully and continuously controlled. Customer shall use the same standard of care (which in no event will be less than reasonable care) it uses to protect its own most confidential information to ensure the confidentiality of the NuPark System and its components and shall prohibit the unauthorized access to or use or duplication of any of the NuPark System and its components. Customer shall keep all machine-readable Licensed Software in a secure place which is as secure as Customer provides for its most confidential materials. Customer agrees to notify NuPark immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish NuPark full details of such possession, use, or knowledge and will cooperate fully with NuPark in any litigation against third parties reasonably deemed necessary by NuPark to protect its proprietary rights. Customer's compliance with this Section shall not be construed in any way as a waiver of NuPark's and/or its third party vendors' or licensors' right to recover damages



or obtain other relief against Customer for its negligent or intentional harm to NuPark's and/or its third party vendors' or licensors' proprietary rights or for breach of contractual rights. If Customer attempts or allows others to attempt to use, copy, duplicate, transcribe, or convey the items supplied by NuPark and/or its third party vendors or licensors pursuant to this Agreement in a manner contrary to the terms of this Agreement or in derogation of NuPark's and/or its third party vendors' or licensors' proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, NuPark and/or its third party vendors or licensors shall have, in addition to any other remedies available at law or equity, the right to injunctive relief enjoining such actions, Customer hereby acknowledging that irreparable harm will occur to NuPark and/or its third party vendors or licensors in such event and that other remedies are inadequate.

10. DISPUTE RESOLUTION.

10.1 Negotiation. If a dispute arises between or among NuPark and Customer directly or indirectly arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), NuPark and Customer shall first attempt to settle such Dispute through discussion and negotiation.

10.2 VENUE; JURISDICTION. ANY ACTION OR PROCEEDING, INCLUDING, BUT NOT LIMITED TO, ANY ARBITRATION OR LITIGATION, DIRECTLY OR INDIRECTLY ARISING OUT OF A DISPUTE WILL BE SETTLED IN THE STATE OF OHIO, UNITED STATES OF AMERICA, AND THE PARTIES EXPRESSLY SUBMIT TO AND CONSENT THAT THE COURTS AND AUTHORITIES OF THE STATE OF OHIO WILL HAVE EXCLUSIVE JURISDICTION OVER ANY SUCH ARBITRATION OR LITIGATION. THE PARTIES HEREBY CONSENT TO SERVICE, JURISDICTION, AND VENUE OF SUCH COURTS FOR ANY LITIGATION.

10.3 Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of Ohio, excluding its conflict of laws rules.

11. NON-SOLICITATION.

11.1 Non-Solicitation. Unless agreed to in writing in advance, neither party will, during the Term and any Renewal Term and for a period of one (1) year thereafter, recruit, solicit, offer work to, or hire any of the other party's employees or agents with whom such party has had direct contact in connection with this Agreement, unless one year has passed since that person was last employed or engaged by the other party. General solicitation, such as, by way of example only, placing advertisements in newspapers and trade publications, do not constitute solicitation. Either party may hire any person who responds to such general solicitation without violating this Section.

12. GENERAL PROVISIONS.

12.1 Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either party to the other except as expressly set forth in this Agreement.

12.2 No Waiver. Failure by either party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving party.



12.3 **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, any successor to NuPark whether by merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement and any rights, interests, or benefits shall be fully binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns. Any attempted assignment in violation of the provisions of this Section shall be void and ineffective.

12.4 **Compliance With Law.** Each party agrees that all of its obligations contained in this Agreement and any action taken by it pursuant to this Agreement shall be performed in accordance with all applicable federal, state, local, and foreign laws, statutes, rules, regulations, and ordinances, including all export restrictions. Without limiting the generality of the foregoing, Customer expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the NuPark System or any component thereof to any destination, company, or person restricted or prohibited by U.S. Export Administration regulations.

12.5 **Construction.** The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

12.6 **Severability.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid, or unenforceable by a court of competent jurisdiction (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

12.7 **Relationship of Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

12.8 **No Third Party Beneficiaries.** This Agreement is made for the benefit of NuPark and Customer and not for the benefit of any third parties.

12.9 **Notices.** All notices or other communications required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either party to the other party specifically as the party's replacement address for notice under this Agreement. The foregoing shall apply regardless of whether such notice is accepted or unclaimed.

If to NuPark:	If to Customer:
NuPark, Inc. _____ _____	_____ _____ _____
Attn: _____	Attn: _____

12.10 **Effect of Electronic Communications.** The parties may conduct communications with respect to this Agreement by e-mail or similar electronic means, but such electronic communications do not constitute "notice"



as contemplated by this Agreement or in any manner amend the terms of the Agreement. Nor shall the use of the phrase “in writing” or the word “written” be construed to include e-mails or other such electronic communications except to the extent that this executed Agreement, any amendment thereto, or any Subsequent Purchase Order is sent as a transmittal of an attachment between the parties or their representatives in .pdf or similar format.

12.11 **Force Majeure.** Excluding Customer’s payment obligations, if the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the party affected, including, without limitation, fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, any law, order, regulation, ordinance, or requirement of any government or legal body, or any representative of any such government or legal body, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of nonperformance.

12.12 **Press Releases.** Customer agrees that NuPark may, and Customer hereby authorizes NuPark to, reference and use Customer’s name in press releases or news releases and/or other marketing collateral. If NuPark desires to use a quote from Customer personnel, NuPark shall first obtain Customer’s consent to using such quote in any press or news release.

12.13 **Survival of Obligations.** All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the indemnity and confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

12.14 **Counterparts.** This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) shall be treated as original signatures for the purpose of enforcing this Agreement and/or any amendment or Subsequent Purchase Order. Any signature delivered by a party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto. In pleading or proving this Agreement, it will not be necessary to produce or account for more than one such counterpart.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SYSTEMS AGREEMENT

IN WITNESS WHEREOF, each party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such party effective as of the Effective Date.

CUSTOMER:

NUPARK:

NUPARK, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote

NuPark
912 Petaluma Dr
Cedar Park, TX 78613

Date	01/05/18
Quote #	OXF0118
Valid Until	03/15/18

Customer
City of Oxford

Location
Oxford, Ohio

Line Item	Qty	Price	Year 1	Year 2	Year 3
Hosted uParkCampus Tier 1* Subscription-Includes					
uParkCampus Back Office Software, E-Commerce Site, Unlimited					
1 Seat Licenses, Implementation, Travel, Project Management, Integration, Support, Hosting, Upgrades	1	N/A	\$28,125.00	\$29,531.00	\$31,007.00
2 Consumer Parking App-(IOS & Android)	1	N/A	\$2,900.00	\$3,045.00	\$3,197.25
Total Software			\$31,025.00	\$32,576.00	\$34,204.25
License Plate Recognition Cameras					

Mobile LPR Cameras					
4 Mobile LPR Enforcement Bundle- Two Camera Genetec SharpX XGA System, In-Vehicle Rugged Tablet, Mounting Hardware, Platescout Software, One Year Warranty	1	\$ 29,500.00	\$ 29,500.00	N/A	N/A
5 Mobile LPR Enforcement Hardware Installation- Includes onsite vehicle installation, training and testing.	1	\$ 3,250.00	\$ 3,250.00	N/A	N/A

*Tier 1 = less than 18,750 transactions (permits + citations) *Tier 2 above 18,751-37,500 transactions (permits + citations)
and yearly subscription increases to \$56,251

Terms: 50% of year one total (hardware and software) due at signed contract
50% of year one total (hardware and software) due at "go live date"

*Renewal due on anniversary of contract date
**Option Years continue at 5% increase

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 2, 2018

Jung-Han Chen
Prepared By:

Account Code No. #:

Budgeted Amount:

December 21, 2017
Date Prepared:

PC-2017-34, Conditional Use, 800 Maple Street, to allow for the expansion of an existing church, Bayer Becker, Applicant

Recommendation: Approval with conditions

Discussion:

This application is seeking approval to allow for the expansion of an existing church at 800 Maple Street. The proposal is to demolish the existing 8,500 square foot building and to build a new building with the footprint of approximately 12,000 square feet. The new location of the proposed building is to be on the northwest corner of the lot. There was a similar application before the Planning Commission that was formally withdrawn.

Several deficiencies were identified by Staff during the plan review phase and reported to the Planning Commission for consideration: lot coverage, signage, loading and pedestrian safety circulation, along with other issues.

Nearby residents attended the meeting and spoke in support of some aspects of the proposed expansion. Residents also voiced concerns about the proposed reduction in parking and parking issues in general already affecting Chestnut Street on Sundays. Other issues raised were brought up relating to parking lot lighting and overnight parking issues.

After the public hearing, the Planning Commission discussed the Conditional Use and voted 7-0-0 with conditions to City Council for legislative action as follows:

1. The comments and concerns from the City Engineer shall be incorporated into the building construction phase as stated in the memo dated November 30, 2017.
2. The Planning Commission waives the loading space requirement as well as the lot coverage limitation.
3. A sidewalk connection to Chestnut Street is required.

Approved By:

Department Head:
City Attorney:
City Manager:

JHC / 12/21/17
DRE / 12/29/17

ORDINANCE NO.

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR THE EXPANSION OF A PLACE OF WORSHIP IN THE MU (MIAMI UNIVERSITY) DISTRICT AT 800 MAPLE STREET, OXFORD, OHIO 45056 WITH CONDITIONS.

WHEREAS: the Planning Commission held a public hearing on December 12, 2017 in accordance with Section 1147.02 of the Codified Ordinances of the City of Oxford, on the application of Bayer Becker, Applicant, for a conditional use permit to allow for the expansion of a place of worship in the MU (Miami University) District at 800 Maple Oxford, Ohio 45056; and

WHEREAS, the Planning Commission, after a public hearing and discussion, voted to approve a motion recommending approval of the conditional use permit application to allow for the expansion of a place of worship in the MU (Miami University) District at 800 Maple Street, Oxford, Ohio 45056 with conditions

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

SECTION 1: Council hereby accepts the recommendation of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and incorporates the same herein and further grants the conditional use permit application to allow for the expansion of a place of worship in the MU (Miami University) District at 800 Walnut Street, Oxford, Ohio 45056 in accordance with the following conditions:

1. The comments and concerns stated in the City Engineer's memo of November 30, 2017 shall be incorporated into the building construction phase.
2. A sidewalk connection to Chestnut Street shall be required.
3. The loading space requirement and the lot coverage limitation shall be waived.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

City of Oxford
Community Development Department
STAFF REPORT
Planning Commission

Case # PC-2017-34

Date –December 13, 2017

APPLICATION

Applicant:	Oxford Bible Fellowship
Location:	800 Maple Street
Owner:	Oxford Bible Fellowship
Agent:	Pastor Garrett Nates
Action Request:	Conditional Use Permit Application to allow for the expansion of an existing church
Current Use:	Church
Zoning:	MU (Miami University) District
Surrounding Existing Land Uses:	Single family, MU dormitories

GENERAL DESCRIPTION

This application is seeking approval to allow for the expansion of an existing church at 800 Maple Street. The proposal is to demolish the existing 8,500 square foot building and to build a new building with the footprint of approximately 12,000 square feet. The new location of the proposed building is to be on the northwest corner of the lot. This was a similar application before the Planning Commission that was formally withdrawn.

PUBLIC COMMENTS

Public notices were mailed to surrounding property owners. No comments were received.

AGENCY REVIEWS

Requests for review were made to the Police, Fire, Engineering and Economic Development Departments. The following comments have been received:

Police:	Received with no comments
Fire:	No comments received
Engineering:	Received with comments
Econ. Dev.:	No comments received

ZONING CODE CONSIDERATION

Chapter 1147 governs the Conditional Use Applications and outlines the potential concerns and use regulations for each permissible Conditional Use.

1147.02(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 testimony 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 appropriate for 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.

(d) Action by Planning Commission.

- (1) The Planning Commission shall recommend to Council approval, approval with conditions, or denial of an application as presented and shall clearly state the findings upon which its recommendation is based.
- (2) The Planning Commission shall base its recommendation to Council upon how well the application satisfies the General Decision Standards and the Decision Standards for the proposed use. **In its recommendation, the Planning Commission may waive or modify dimensional regulations of the Zoning Code, or impose more strict regulations and any additional conditions, guarantees, and safeguards it deems necessary to satisfy the purposes of this Zoning Code.**

1147 03(b)(15) Churches, Libraries, Community and Recreation Centers.

- A. Potential Concerns
 - 1. Adequate lot size to permit future expansion.
 - 2. Location and screening of outdoor recreation areas.
 - 3. Bus or van storage.
 - 4. Lighting.
 - 5. Parking and traffic impact.
- B. Regulations.
 - 1. None.

ANALYSIS:

The applicant is proposing to demolish the existing 2 story structure, an approximately 8,500 square foot building, and build a new 12,000 square foot building footprint to be located on the northwest corner of the site, away from the intersection of Maple Street and E. Chestnut Street. The proposed building is a two-story building with outdoor courtyard at lower-level as well.

A similar proposal was presented to the Planning Commission in September of this year. Several concerns expressed were significant, relating to the placement of the proposed building at the time to cause the applicant to withdraw the application. This new application was an effort to address the concerns raised by the Planning Commission; mainly the placement of the, as well as the appearance of the proposed building in relations with the streetscape.

The new placement of the building would seem to be consistent with the setbacks similar to resident halls on Maple Street. Additionally, by placing the building to the interior of the lot would minimize the changes of the existing streetscape along E. Chestnut Street.

Earlier on, during the concept review before the Planning Commission, the Commission also pointed out parking, the proposed building in relationship with the street, a contractual agreement with Miami to use their parking located near the church, low impact design techniques, lot coverage, pedestrian movement, storm water management, compatibility to the residential area of the proposed expansion and environmental design would be the elements for reviewed.

Zoning Code Review:

The following items are related to this project based on the Oxford Zoning Code.

1143.Districts:

1143.11 Site Development Regulations: MU (Miami University) District

1143.11 (c)(2) A. Front yard: 20 feet: The placement of the proposed building meets the front yard setbacks on both streets: East Chestnut Street and Maple Street.

1143.11(c) (3)C.1 Lot coverage (total) : 35 %. Existing lot coverage, based on the information provided by the applicant is 56%. With the demolition and construction of the new building, the total lot coverage will be remained at 56%.

1147 Conditional Uses

1147.02(C). Site Plan.

8. Signage plans have been provided, with two free standing signs being proposed. Each one is to be 12 square feet in sign area.

Section 1151. 05(b) Nonresidential Land Use Signs in residential Zoning District

(1) No more than 1 sign per development site is permitted as follows:

- A. The sign may be either a wall or a free standing sign but not both.**
- B. No more than 12 square feet in area.**
- C. Indirect illumination only.**

1147.03(b)(15) Conditional Uses specific regulations and Concerns

b. Location and screening of outdoor recreation areas.

No changes to the outdoor recreation areas from the existing layout.

1149 Parking and Site Access

1149.02 Applicability of regulations:

a. Any new development, redevelopment, or change to a use or structure

1149.05 (e)(2) loading space. Two loading spaces are required.

(i) Space Requirements for Churches is 1 parking space for each 8 seat in main auditorium. The capacity of the main auditoriums 369 which requires 46 off-street parking spaces. The proposed project provides 55 spaces.

1149.05(e)4 Parking lot design

Q. Separate vehicular and pedestrian circulation systems shall be provided.

A sidewalk is planned from Maple Street, No separate pedestrian circulation is provided from E. Chestnut Street.

R. Pedestrian Safety:

1 The parking design should be laid out in a way to minimize the times pedestrians would typically have to walk between parked cars and then cross a drive aisle to get to a location on the site. Walkways should be incorporated into the median or landscape of some double loaded parking bays that terminate close to building entries.

2. Material and width. The walkway shall provide at least 5 feet of unobstructed width and be hard surfaced with a material that differs from the drive aisle by composition, texture, or through the use of a differing color that is integral to the material

3. Identification. Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevated changes, a different paving material, or similar method.

1149.05 Bicycle and Motorcycle parking: A.1. Space required: a. one parking for every 10 on-site vehicle parking spaces actually provided.

1149.05 B. Motorcycle and scooter parking is required: A maximum of 2 spaces for motorcycles and scooters.

ISSUES TO BE DELIBERATED:

Lot coverage issue: The proposed expansion will maintain the total lot coverage at 56% with the proposed new building to be placed on the existing parking spaces. It would appear that the applicant plans to utilize underground storm water detention to address storm water management issues. **Staff does not have any objection for the Planning Commission to waive the lot coverage requirement as well as the loading space requirement.**

The required loading space: This requirement can be waived by the Planning Commission.

The bike and other non-vehicular arrangements are not being addressed with this application and need to be worked out. The Code requires a minimum of 6 bike parking for this project and 2 motorcycle and scooter parking.

Parking lot design issue: Given the assumption of the proposed expansion is to accommodate more patrons to the facility, whether it is community members or Miami students, some internal pedestrian circulation system is proposed to safeguard pedestrians in the parking lot. No clearly defined pedestrian pathway to separate the vehicle traffic from pedestrians from E. Chestnut Street.

General Decision Standards for Conditional Uses — Section 1147.02(c)(2)

(2) General Decision Standards. All Conditional Uses shall satisfy the General Decision Standards.

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

Yes, the use can be allowed as a conditional use.

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

Yes, the proposed use will satisfy.

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

Yes, the proposed use would be compatible with the general intent of the Comp Plan.

- D. The size and shape of the site are sufficient for the proposed use.**
The size and shape of the site appears to be sufficient for the proposed expansion.
- E. The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.**
None anticipated.
- 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.**
Not applicable.
- 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.**
None has been proposed.
- 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.**
See City Engineer's comments of November 30, 2017.
- I. Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.**
Any additional expenditure for additional infrastructure or services should be borne by the development project. At this point, none is anticipated. No traffic impact study is required, as indicated by the City Engineer comments, 11-30-17.
- 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.**
The placement of the proposed building would be somewhat consistent with MU residence halls.
- 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.**
The hours of operation is from Monday to Friday, between 9 am to 4 pm, with Sunday services, potentially numerous evening meetings/events may also be held at the location.
- L. Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.**
No impact.
- 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.**
It is expected that other permits and licenses could be obtained by the applicant for the proposed use at this location.

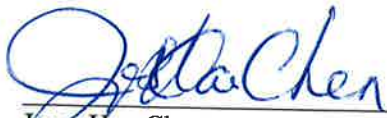
RECOMMENDATION:

Reviewing this proposed based on the Oxford Zoning Code related to the Conditional Use Permit and relevant chapter governing site development, parking and access, Staff would recommend the following for consideration:

1. A separate pedestrian circulation system needs be provided in the main parking lot to safeguard pedestrian movement. The applicant is seeking waiver of the safe pedestrian connection to E. Chestnut Street. Staff would recommend to consider providing a clearly marked pedestrian walkway from E. Chestnut Street to the proposed church building by extending the proposed pedestrian walkway currently planned for to accommodate handicapped individuals all the way to E. Chestnut to create a safe and separate pedestrian walkway from E. Chestnut Street to the proposed building.
2. The comments and concern from the City Engineer shall be incorporated into the building construction phase.
3. Planning Commission waives the loading space requirement, as well as the lot coverage limitation.
4. The required bike and motorcycle parking spaces shall be provided.
5. The 2nd ground sign proposed for this project would also need a waiver from the Commission. The Oxford Zoning Code only permits one ground sign for each development site.

SUBMITTED

BY:



Jung-Han Chen

Community Development Director

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: November 3, 2017

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

PC-2017-34, CONDITIONAL USE, 800 Maple Street, to allow for the expansion of an existing church upon 2.001 acres, **Oxford Bible Fellowship, Applicant**

 X Review Revisions Other

Please return no later than: **December 1, 2017** Note: If no comments are received, we will assume the project meets your department's standards.

.....

Drawings are returned: w/comments without/comments

See memo dated 11/30/17

Drawings reviewed by: *Scott Otto* Date: 11/30/17

 Scott Otto
PRINTED NAME



Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Scott Otto, P.E.

RE: PC-2017-34
Conditional Use – Oxford Bible Fellowship
800 S. Maple Street

DATE: November 30, 2017

The Engineering Division offers the following comments.

- Unnecessary exiting curb cuts and driveway aprons along the south and east frontage of the property shall be removed and replaced with curb. The curb type, to be installed, shall match the existing curb.
- As discussed in a meeting on October 11, 2017, the water and sanitary sewer services for the new building will be from Maple Street.
- The existing storm drainage system, within the limits of the proposed building, shall be removed and re-routed, if necessary.
- Fire protection (i.e. fire hydrants, FDC) shall be determined by the Fire Chief.
- The Development shall be responsible for the maintenance of the underground stormwater detention system and all stormwater management within the limits of the Development.
- Due to the limited use of the facility and the time of use, a traffic impact study would not be necessary.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: November 3, 2017

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

PC-2017-34, CONDITIONAL USE, 800 Maple Street, to allow for the expansion of an existing church upon 2.001 acres, **Oxford Bible Fellowship, Applicant**

 X Review Revisions Other

Please return no later than: **December 1, 2017** 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:  Date: 11/8/17

John A. Jones
PRINTED NAME



PC-2017-34

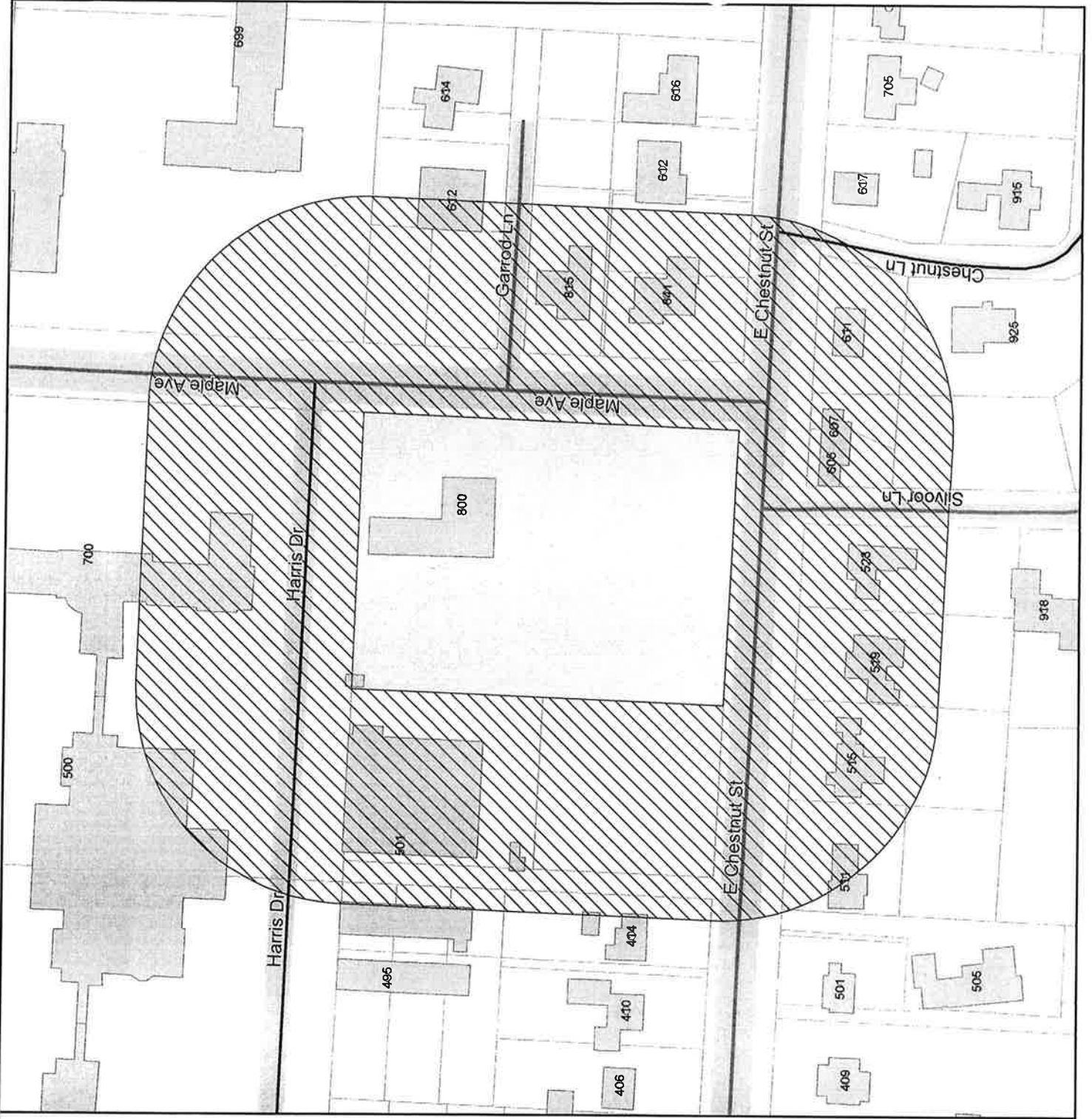
Surrounding Property Owners Notifications Map

Legend

- Subject Parcel
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway



1 inch = 125 feet



Prepared on Wednesday, November 29, 2017

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

Lynn Taylor

Letter of Agency

From: Garrett Nates <gnates@obf.org>
Sent: Thursday, December 07, 2017 11:28 AM
To: Lynn Taylor
Subject: Oxford Bible Fellowship Conditional Use Application

Dear Lynn:

I am writing to inform you that Etta Reed from Bayer Becker will be presenting our conditional use application to the city of Oxford at the planning commission meeting on December 12, 2017.

Thank you and please let me know if you have any questions or comments.
warmly,

Garrett Nates
Lead Pastor



Internal Use Only:

Case No.

PC-2017-34

Date Filed

10/27/17

Conditional Use Permit Application

Applicant Information

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

Name * Oxford Bible Fellowship

Mailing Address * 800 S. Maple Street

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number(s) * 513-523-5300

Email Address gnates@obf.org

Owner Information

Name * Oxford Bible Fellowship

Mailing Address * 800 S. Maple Street

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number(s) * 513-523-5300

Email Address gnates@obf.org

Location and Lot Information

Location of Property * 800 S. Maple Street

Legal Description * Lot 3393 - Parcel #H4100-108-000-038

Zoning District * MU - University District

Total Area * 2.001 → Check One * Acres ☒ Square Feet ☐

Existing Use Description * Church

Proposed Use Description * Church

Submission Requirements and Documentation

From Section 1147.02(a)¹.

- (1) Contents of application for conditional use permit. Thirteen complete sets of all information shall be submitted with an application. The Zoning Administrator may modify this requirement based upon the type of materials included. Please contact the Zoning Administrator prior to submitting an application to discuss the submission requirement. If any information is submitted in color or on non-standard paper, more copies may be required.
- A. Application Fee.
 - B. Description of Use and Site.

A written, detailed description shall include the following information. A separate response is required for each subsection.

 1. The name, mailing address, and telephone number of the applicant and the property owner.
 2. If the applicant is not the owner, a statement from the owner that the applicant is entitled to apply on his or her behalf.
 3. A legal description of the site, including all separate lots.

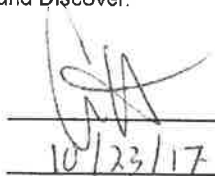
- A. The proposed use is in fact a Conditional Use appropriate for the zoning district in which it is proposed.
- B. The use and site will satisfy the general intent of this Zoning Code.
- C. The use and site will be compatible with the general intent of the Comprehensive Plan.
- D. The size and shape 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.

Fees & Receipt

The required fees are \$400.00 plus \$10.00 for postage. You may write a \$410.00 check payable to **City of Oxford**. You may also pay in-person using Visa, MasterCard, and Discover.

Sign and Date

Applicant Signature *


10/23/17

Garrett Nates

Date *

Submit Application, Submission Requirements and Documentation, and Fees

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

Send or drop off this application with required plans and documentation as attachments and a check for fee and postage made payable to **City of Oxford**, to Community Development Director, 101 East High Street, Oxford, OH 45056.

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

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

For Staff Use Only

Fee Paid Date *

10/27/17

Receipt Number *

11173623

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

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



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Meets Functionality*

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

October 26, 2017

Mr. Jung Han Chen
Community Development Director
City of Oxford
101 East High Street
Oxford, Ohio 45056

Re: Oxford Bible Fellowship Church
Conditional Use Submittal

Dear Mr. Chen:

Enclosed please find the following items in support of Oxford Bible Fellowship's Application for Conditional Use approval of the construction of a 24,000 SF building on the property located at 800 South Maple Street:

- 1) Executed Conditional Use Permit Application.
- 2) Check in the amount of \$410.00 made payable to the City of Oxford for the application fee.
- 3) CD containing a pdf of all the submitted documents.
- 4) Thirteen individual packets containing one (1) copy of each of the following:
 - a. Planned Development Application.
 - b. List of property owners within 200 feet of the site.
 - c. Legal description of the property.
 - d. Site plan.
 - e. Landscape plan.
 - f. Preliminary Building Elevations and Floor Plans.
 - g. Color Building Rendering.
 - h. Photometric Plan, with cut sheets for the light poles and light fixtures.
 - i. Photos of the subject site and surrounding area.
- 5) Applicant and Owner:
*Oxford Bible Fellowship
800 South Maple Street
Oxford, Ohio 45056
513-523-5300*
- 6) Design Professionals:
 - a. Architect:
*John D. Hicks Associates
1107 N. Balsam Drive
Muncie, IN 47304
765-748-3000*

6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 S. College Ave., Ste. 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>

b. Engineer & Surveyor:
Bayer Becker
110 S. College Ave., Suite 101
Oxford, OH 45056
513-336-6600

- 7) A legal description of the boundary of the property is enclosed.
- 8) The property currently contains the Oxford Bible Fellowship Church, along with a playground, shed and associated parking.
- 9) The property is zoned MU – University District.
- 10) Description of proposed use:
 - a) A description of operations, including types of goods sold, services performed, and expected number of customers, clientele, delivery, and service vehicles.

The proposed building will contain offices, classrooms, gathering space and a 369 seat sanctuary. Upon construction of the new building, the existing building and shed will be removed.
 - b) Hours of operation.

Normal business hours during the week are Monday thru Friday 9:00 a.m. to 4:00 p.m. However, the building is open on Sunday mornings for worship services and numerous times in the evenings during the week for meetings and other events.
- 11) A narrative statement that evaluates the compatibility of the proposed use with the general vicinity and adjacent properties.
 - a) How the use is similar to or different from existing area uses and if there will be any interaction between the proposed use and existing uses.

The proposed building will replace the existing Church facility and will be located in the northwest corner of the property. Individuals will be able to access the Church from the existing parking lot to the south, and sidewalk will be constructed so individuals can access the building from the adjacent streets. The existing connection to the Miami University parking lot to the west will remain.
 - b) How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.

The proposed building will be located in the northwest corner of the property, adjacent to the institutional uses and distant from the residential land uses. The single story building will be constructed of brick with large windows, which will complement the surrounding buildings located on the Miami University Campus. Additionally, the site will be beautifully landscaped providing an aesthetically pleasing view for all passing by.
 - c) If the use will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibrations or emissions.

The proposed building will not involve any operations that create potential nuisances.
 - d) How any potential negative effects on adjacent land will be mitigated.

The additional building will not have a negative effect on adjacent land, as the use of the property will remain the same. Construction of the new building will result in the elimination of the easternmost access point on Chestnut Street, which will improve safety along Chestnut Street. Furthermore, landscaping will be installed throughout the site.

- 12) A statement about why the location proposed is more appropriate for the use than other locations.

The proposed site is an ideal location for the redevelopment of the church facility for the following reasons:

- a) *The use will remain the same. Currently, the property contains a church with associated parking.*
- b) *Due to the close proximity to the Miami University campus and within the Mile Square, it is an ideal and convenient location for students and residents to worship.*
- c) *The infrastructure is currently in place to support the redevelopment.*

- 13) A statement of the necessity or desirability of the proposed use to the neighborhood or community.

Due to recent and projected growth, the Oxford Bible Fellowship Church is in need of additional facilities. The proposed building will allow the Church to expand to meet the growing needs and interests of their members.

- 14) Separate, detailed statements that individually address each of the items listed as potential concerns for the proposed use.

- a) Adequate lot size to permit future expansion.

The property currently contains the Oxford Bible Fellowship Church. The lot size is adequate to permit the proposed redevelopment. The possibility for future expansion on the property would be minimal.

- b) Location and screening of outdoor recreation areas.

The existing playground will remain untouched at the south end of the property. The playground is currently enclosed with a fence, and does not include screening.

- c) Bus or van storage.

The Oxford Bible Fellowship Church does not own any vans or buses which must be parked on site. They do however allow The Bridge, which is a church in Oxford that does not have a permanent facility, park a van and mini bus on their property.

- d) Lighting.

The existing site lighting is proposed to be replaced with LED fixtures located on 14' tall poles. Enclosed please find a photometric plan and cut sheets for the light poles and fixtures.

- e) Parking and traffic impact.

With the construction of the new building, the easternmost access point on Chestnut Street will be eliminated, thus improving the safety of Chestnut Street. Also, the access point on Maple Street will be shifted to the west approximately 120 feet.

Per the Zoning Code, 47 parking spaces are required for the site. The site currently contains 102 parking spaces. With the construction of the new building 47 parking spaces will be eliminated, resulting in 55 spaces. The Church has a verbal agreement with Miami University which allows them to park in the parking lots to the north and west of the site. Additionally, on street parking is available on Maple Street. So, while parking on the site has been reduced, the Church does have additional parking available off site.

Oxford Bible Fellowship would like to request the following waivers from the City of Oxford Zoning Code:

- 1) Section 1143.11(c)(3)C.1 - Lot Coverage – 35% total

The existing site contains 56% lot coverage. Oxford Bible Fellowship Church requests a waiver in order to re-develop the site and maintain the 56% lot coverage.

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

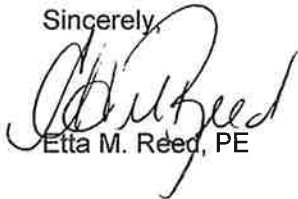
<http://www.bayerbecker.com>

- 2) Section 1149.05(e)(2) - 2 loading spaces are required.
The Oxford Bible Fellowship Church does not receive deliveries from vehicles larger than an UPS truck, therefore they do not have the need for loading spaces.
- 3) Section 1149.05(e)(4)R(1) - Pedestrian circulation internal to the parking lot.
Oxford Bible Fellowship Church requests a waiver to the requirement to provide a defined pedestrian route internal to the parking lot south of the proposed church building. The proposed site plan calls for the construction of 2 concrete walkways crossing the drive aisle immediately south of the church. The easternmost walkway will tie into the existing walk along the east side of the parking lot. While the westernmost walkway connects the walk adjacent to the building to the median island in the parking lot. The Church believes the 2 proposed walkways provide adequate routes for pedestrians to walk from their vehicle to Church.
- 4) Section 1151.05(b)(1) - No more than 1 permanent sign per development site.
Oxford Bible Fellowship Church has frontage and access drives along both Maple and Chestnut Streets. Since an individual can access the site from 2 different roadways, the Church requests a waiver to allow the installation of 2 ground mounted signs on the site, one on Chestnut Street and the other on Maple Street.

Please place this item on the December 12th Planning Commission Meeting agenda.

Should you have any questions, or need any additional information, please do not hesitate to contact us.

Sincerely,



Etta M. Reed, PE



VICINITY MAP
NOT TO SCALE



OWNER/DEVELOPER:
Oxford Bible Fellowship
107 #398
Oxford, OH 45055

SITE SPECIFICS

CURRENT ZONING: MU - University
EXISTING USE: Church
PROPOSED USE: Church

TOTAL SITE AREA = 2.001 Acres = 87,154 sq ft

IMPERVIOUS SURFACE RATIO

Existing	Proposed
Building Footprint	5,586 sq ft
Paving & Drive Areas	11,546 sq ft
Total Impervious Surfaces	17,132 sq ft
Existing Impervious Surface Ratio = 19.9% at 87,154 sq ft = 22% (with paving as pervious)	
Proposed	
Building Footprint	12,500 sq ft
Paving & Drive Areas	9,886 sq ft
Total Impervious Surfaces	30,373 sq ft
Proposed Impervious Surface Ratio = 30,373 sq ft / 87,154 sq ft = 35% (with paving as pervious)	
LOT COVERAGE (25% MAX ALLOWABLE)	
Existing	
Impervious Surfaces	18,991 sq ft
Pervious Pavement	30,148 sq ft
Total Impervious Surfaces	49,139 sq ft
Proposed	
Impervious Surfaces	30,373 sq ft
Pervious Pavement	15,055 sq ft
Total Impervious Surfaces	45,428 sq ft
Proposed Lot Coverage = 45,428 sq ft / 87,154 sq ft = 52%	

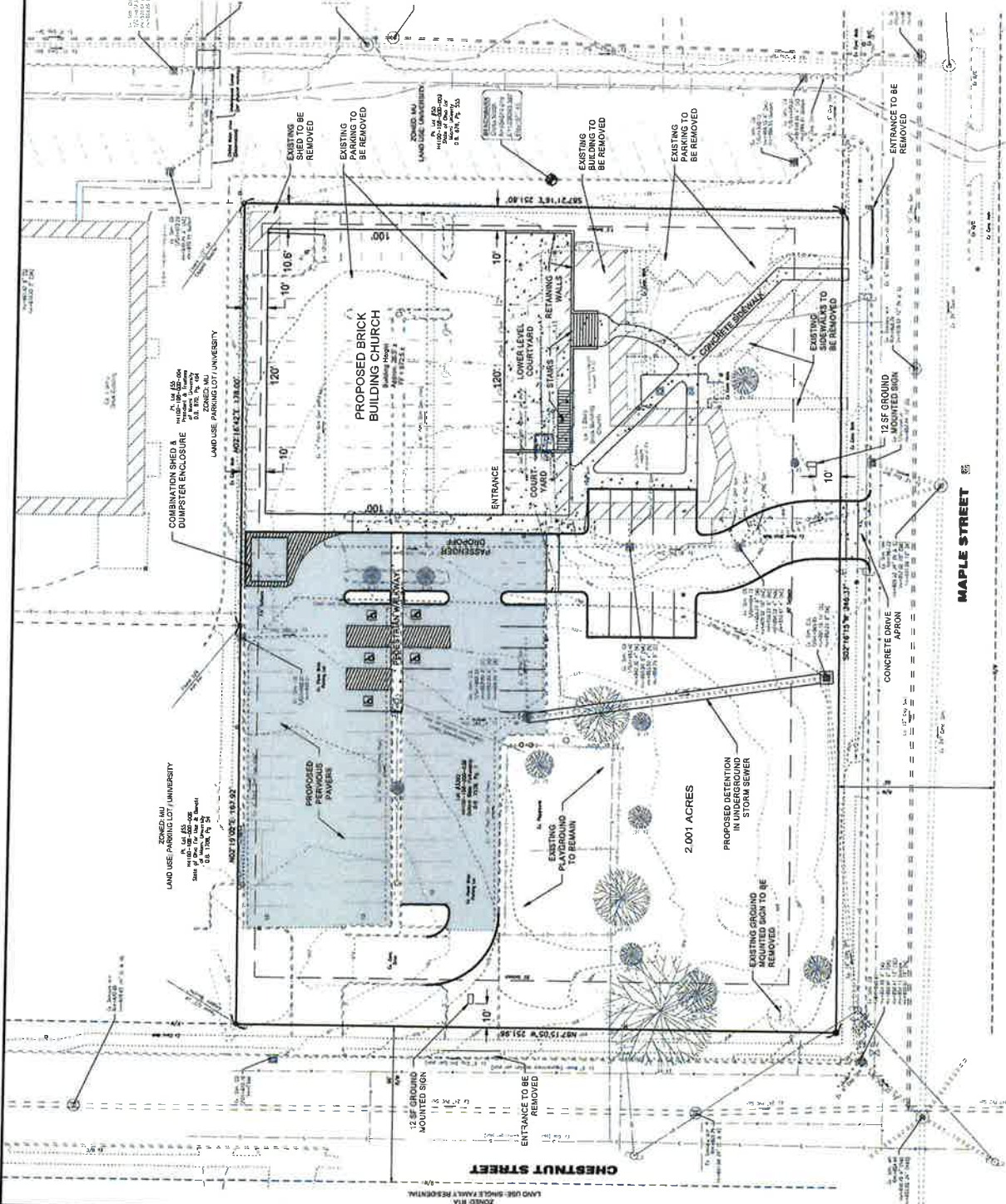
PARKING SUMMARY

Existing Parking: 102 Spaces
Proposed Parking: 55 Spaces
Required Parking: 300 Seats / 8 Seats / 1 Space = 47 Spaces
Minimum Rating of 47 Spaces - 100% = 1 Spaces

LEGEND

- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- APPROX. 9.88 SQ FT

This location of underground utilities as shown herein are based on underground structures and related drawings. Locations of underground utilities may vary from those shown herein. Additional buried infrastructure may be encountered.



ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL

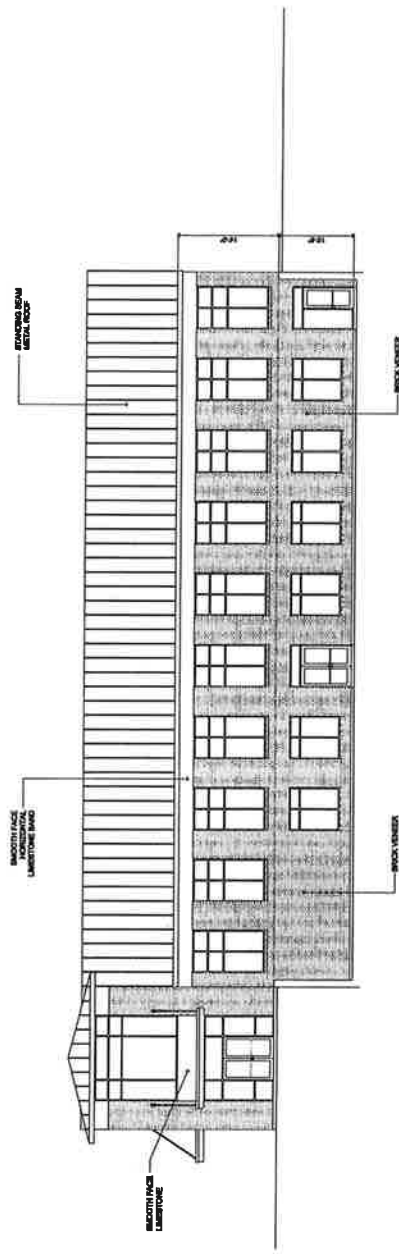
ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL

ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL

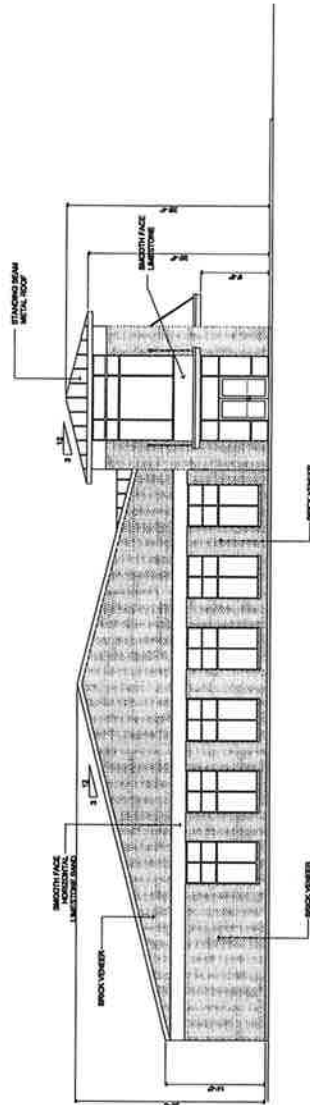
ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL

ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL

ZONED MU
LAND USE: SINGLE-FAMILY RESIDENTIAL



EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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NEW CASTLE, INDIANA
800.225.2557

New Religious
Facility
For

Oxford Bible Fellowship Church

800 South Maple Ave.
Oxford, Ohio
45056

**JOHN D. HICKS
ASSOCIATES
ARCHITECT**

1007 N. BALMAIN DRIVE
MARIETTA, OH 45754
614.426.0000
jdhicks@jdhicks.com

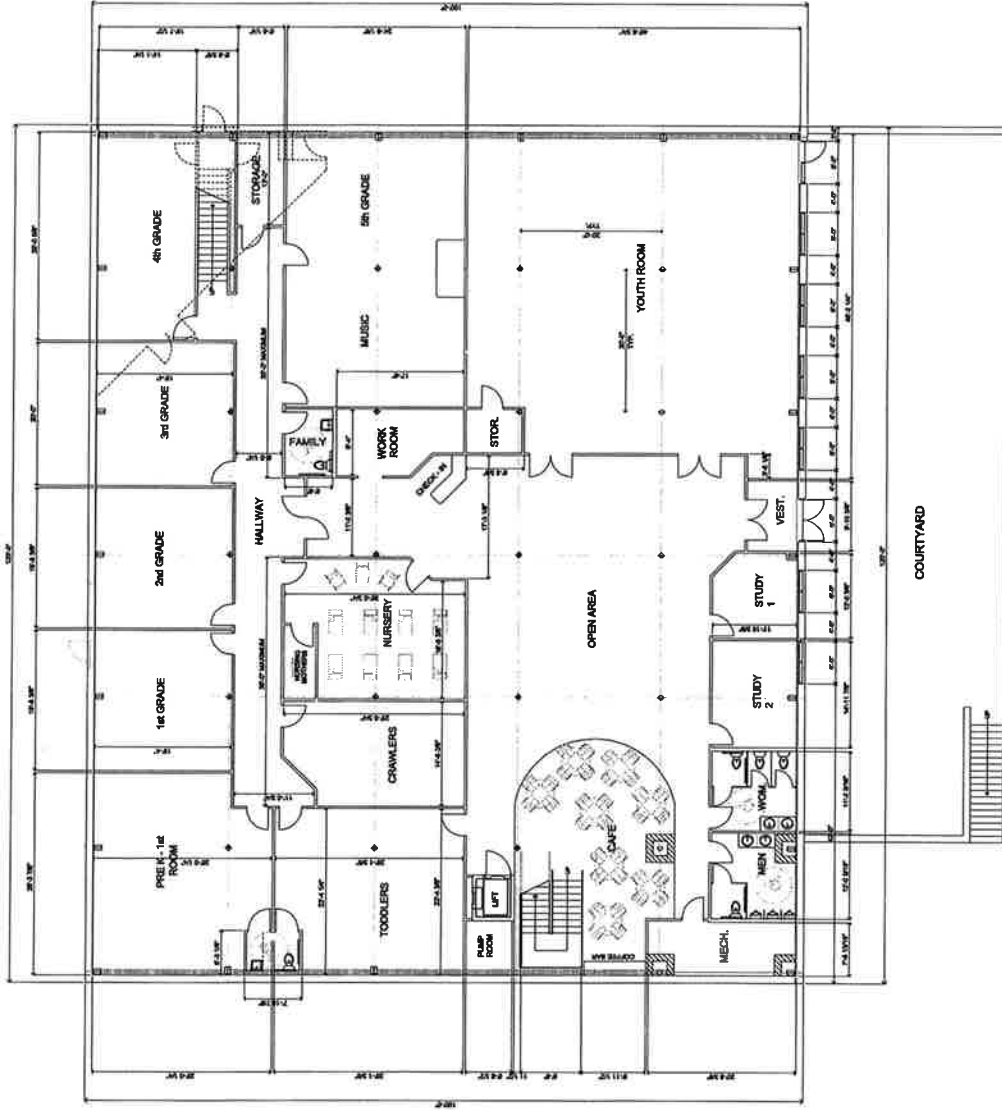
Drawing Date: October 01, 2017
Drawn By: John D. Hicks
Checked By: John D. Hicks
Project Name: Oxford Bible



Sheet Number: **A3**
Exterior Elevations



PDF created with the PDF security tool www.vallsoft.com/securepdf



BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH

Sproles Corp.
COMMERCIAL
BUILDING CONTRACTORS
NEW CASTLE, INDIANA

New Religious
Facility
For

**Oxford Bible
Fellowship Church**
800 South Maple Ave.
Oxford, Ohio
45058

**JOHN D. HICKS
ASSOCIATES
ARCHITECT**

1107 N. BALDWIN DRIVE
MARIETTA, OH 45754
Phone: 765-222-0000
Fax: 765-222-0001

Designed: June, October, Dec. 2007
Drawn By: John D. Hicks
Checked By: John D. Hicks
Project Name: Oxford Bible Fellowship Church



Sheet Number:
A1
Basement Plan

Date: July 12, 2017

Description: Lot #3393

Location: City of Oxford
Butler County



Situated in City of Oxford, Butler County, Ohio, being entire Lot #3393 of said City of Oxford and being the lands of Oxford Bible Fellowship as recorded in Official Record 7578, Page 1 of the Butler County Ohio Recorder's Office and being further described as follows:

Beginning at the southeast corner of said Lot #3393, being the intersection of the northerly right of way of Chestnut Street and the westerly right of way of Maple Street and being the **True Point of Beginning**;

thence, leaving said southeast corner of said Lot #3393 and with said northerly right of way of Chestnut Street, North 87° 15' 05" West, 251.96 feet to the southwest corner of said Lot #3393;

thence, leaving said northerly right of way of Chestnut Street and with the westerly boundary of said Lot #3393, North 02° 19' 02" East, 167.92 feet;

thence, continuing with the westerly boundary of said Lot #3393, North 02° 16' 42" East, 178.00 feet to the northwest corner of said Lot #3393;

thence, leaving said westerly boundary of Lot #3393 and with the northerly boundary of said Lot #3393, South 87° 21' 16" East, 251.80 feet to the westerly right of way of a said Maple Street and being the northeast corner of said Lot #3393;

thence, leaving said northerly boundary of Lot #3393 and with the westerly right of way of said Maple Street, South 02° 16' 15" West, 346.37 feet to the **True Point of Beginning**, containing 2.001 acres of land, more or less and being subject to all legal highways, easements, restrictions and agreements of record.

17/01/17 2.001 Acres.doc

6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

209 Grandview Drive
Fort Mitchell, Kentucky 41017
859-261-1113

110 South College Avenue, Suite 101
Oxford, Ohio 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

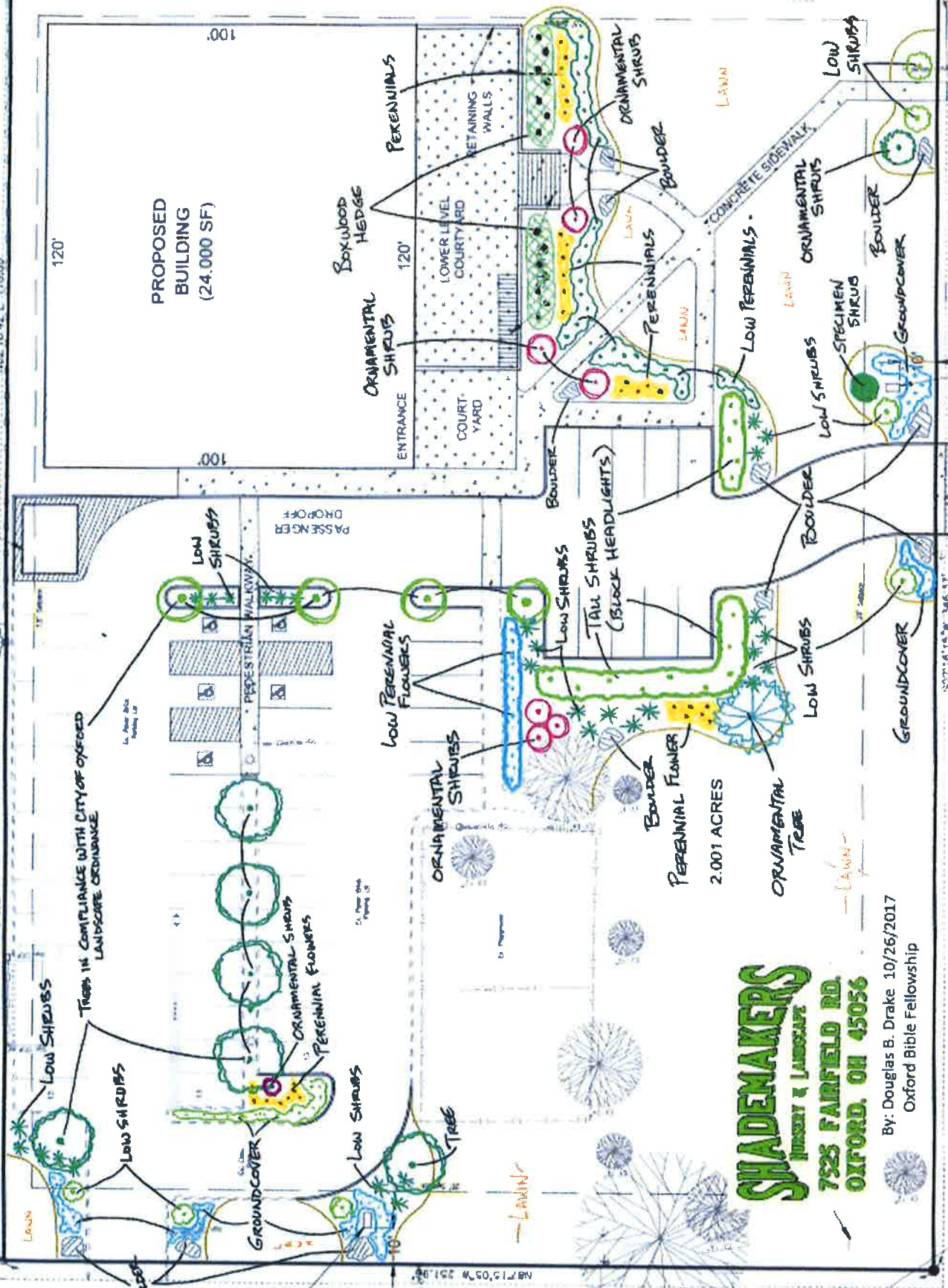
Engineering – Surveying – Landscape Architecture – Planning
www.bayerbecker.com

NOV 16 42 E 118.00

NOV 19 22 E 162.92

S47°21'16"E 251.80'

S52°06'10"E 346.83'



SHADEMAKERS
NURSERY & LANDSCAPE
7525 FAIRFIELD RD.
OXFORD, OH 45056

By: Douglas B. Drake 10/26/2017
Oxford Bible Fellowship



1)View from the southeast property corner facing west along E. Chestnut St.



2)View from the southeast property corner facing northwest.



3) View from the southeast property corner facing north along Maple St.



4) View from the east property line along Maple St. facing west.



5) View from the east property line along Maple St. facing west.



6) View from the northeast property corner facing south along Maple St.



7) View from the northeast property corner facing southwest.



8) View from the northeast property corner facing west along Harris Dr.



9) View from the northeast property along Harris Dr. facing south.



10) View from the northwest property corner facing east along Harris Dr.



11) View from the northwest property corner facing southeast.



12) View from the northwest property corner facing south along the west property line.



13) View from the west property line facing east.



14) View from the west property line facing east.



15) View from the southwest property corner facing north along the west property line.



16) View from the southwest property corner facing northeast.



17) View from the southwest property corner facing east along E. Chestnut St.



18) View from the south property line along E. Chestnut St. facing North.

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to City Manager

Finance

Originating Department

Council Meeting Of : 1/16/2018

Account Code No. : see below

Joe Newlin

Prepared By

Budgeted Amount : _____

1/11/2018

Date Prepared

Agenda Title: 2018 Supplemental Budget #1
--

Recommendation: Approve

Issue 1

To make adjustment to budget for contracted cleaning of the TRI facility from personnel expenditures to operating expenditures

Action Needed:

Revenue Side

NA

Expense Side

General (110)	(19,026.00)	Decrease personnel expenditures
General (110)	19,026.00	Increase operating expenditures

Net Effect on Fund Balance/(s)
Increase/(Decrease)

-

Issue 2

To make adjustment to budget for revenue in the OAT Fund for anticipated ODNR Grant reimbursements advance funds from General Fund prior to the anticipated receipt of Grant funding and repayment of advance

Action Needed:

Revenue Side

OAT (144)	60,000.00	Advance from General Fund
General (110)	60,000.00	Repayment of advance from OAT Fund

Expense Side

General (110)	60,000.00	Advance to OAT Fund
OAT (144)	60,000.00	Repayment of advance to General Fund

Net Effect on Fund Balance/(s)
Increase/(Decrease)

-

Issue 3

To make adjustment to budget for surveying, construction drawings, geotechnical engineering, and environmental clearance for the project and transfer funds from General Fund to pay for it, \$195,000 budgeted in original budget

Action Needed:

Revenue Side

OAT (144)	57,000.00	Transfer from General Fund
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Expense Side

General (110)	57,000.00	Transfer to OAT Fund
OAT (144)	57,000.00	Payment of Engineering Fees

Net Effect on Fund Balance/(s) (57,000.00)
Increase/(Decrease)

Total Net Effect on Fund Balance/(s) (57,000.00)
Increase/(Decrease)

Breakdown by Fund

General (110) (57,000.00)
OAT (144) -

Net Effect on Fund Balance/(s) (57,000.00)
Increase/(Decrease)

Approved By:

Department Head:

City Manager:

Initials

Date

[Signature] 1/11/18
DRE 1/11/18

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO.3449. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 1 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2018.

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

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

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

SECTION 2: The following increase/(decrease)in appropriations from unencumbered balances be made:

General Fund 110	(19,026.00)
General Fund 110	19,026.00
General Fund 110	60,000.00
Oxford Area Trail Fund 144	60,000.00
General Fund 110	57,000.00
Oxford Area Trail Fund 144	57,000.00

SECTION 3: The following advance(s) be executed:

Advance from:

General Fund 110	60,000.00
Oxford Area Trail Fund 144	60,000.00

Advance to:

Oxford Area Trail Fund 144	60,000.00
General Fund 110	60,000.00

SECTION 4: The following increase/(decrease)in revenues be made:

Oxford Area Trail Fund 144	60,000.00
General Fund 110	60,000.00

SECTION 5: The following transfer(s) be executed:

Transfer from:

General Fund 110	57,000.00
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Transfer to:

Oxford Area Trail Fund 144	57,000.00
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SECTION 6: The following increase/(decrease)in revenues be made:

Oxford Area Trail Fund 144	57,000.00
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SECTION 7: In all other respects, Ordinance No. 3449 shall remain in full force and effect.

SECTION 8: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)