



Agenda

Oxford City Council

Court House

TUESDAY, FEBRUARY 7, 2017

EXECUTIVE SESSION

None.

1. Roll call. Kate Rousmaniere, Mayor; Mike Smith, Vice-Mayor; Glenn Ellerbe; Bob Blackburn; Kevin McKeehan; Steve Dana; 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. Swearing-In - David L. Morgan II, Police Officer.
- B. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. 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 17, 2017 City Council Meeting. (Mary Ann Eaton, Clerk of Council)



Minutes

- B. Report regarding the January 4, 2017 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)



Report

- C. Report regarding the January 10, 2017 Planning Commission Meeting. (Jung-Han Chen, Community Development Director)



Report

- D. Report regarding the January 12, 2017 Recreation Board Meeting. (Casey Wooddell, Parks and Recreation Director)



Report

- E. Report regarding the January 18, 2017 Board of Zoning Appeals Meeting. (Jung-Han Chen, Community Development Director)



Report

5. Resolutions.

- 1. A Resolution By Oxford City Council Accepting The Bid And Authorizing The City Manager To Enter Into A Contract With W.G. Stang LLC For Oxford Recreational Trail Phase I At A Cost Of \$535,596.00 Plus A Contingency Amount Of Ten Percent (10%) Of The Contract Price \$53,559.60, For A Total Cost Not To Exceed \$589,155.60. (Jung-Han Chen, Community Development Director).



Report and Resolution

- 2. A Resolution Authorizing The City Manager To Enter Into An Agreement With Dynegy Energy Service, LLC For The Procurement Of Electricity Generation And Transmission

For The City's Consumption For A Period Of Thirty Six Months Beginning April 2017.
(Mike Dreisbach, Service Director)



Report and Resolution

6. Ordinances.

A. First Reading.

1. An Ordinance By Oxford City Council Authorizing The City Manager To Take All Steps Necessary To Complete The Sale Of City Owned Property Located At 4134 Millville Oxford Road (Butler County Parcel Number H4100145000001) At A Purchase Price Of Fifty Thousand Dollars (\$50,000.00) To Mr. John Pellegrini. (Mike Dreisbach, Service Director)



Report and Ordinance

2. An Ordinance Accepting The Planning Commission's Recommendation For Preliminary And Final Plan Approval For Redevelopment Of The Miami Village Apartment Complex Located On Arrowhead Drive And E. Chestnut Street With Conditions. (Jung-Han Chen, Community Development Director)



Report and Ordinance

B. Second Reading.

1. An Ordinance To Approve Current Replacement Pages To The Oxford Codified Ordinances. (Mary Ann Eaton, Clerk of Council)



Report and Ordinance

2. An Ordinance Repealing Oxford Property Maintenance Code Chapter 7 Entitled Fire Safety Requirements And Adopting New Oxford Property Maintenance Code Chapter 7 Entitled Fire Safety Requirements. (Jung-Han Chen, Community Development Director)



Report and Ordinance

3. An Ordinance Amending Ordinance No. 3381. Supplemental Budget Ordinance Number 1 To Make Supplemental Appropriations For Fiscal Year 2017. (Joe Newlin, Finance Director)



Report and Ordinance

7. A. Announcements & Communications.

1. Remarks from City Council and City Staff.

B. Future Meetings.

THUR - Feb 9 Community Relations Commission Meeting 4:00 p.m. Municipal Building

FRI - Feb 10 Student Community Relations Commission Meeting 2:30 p.m. LCNB

TUES - Feb 14 Planning Commission Work Session 5:30 p.m.

WED - Feb 15 Board of Zoning Appeals Meeting 7:30 p.m. Cancelled

THUR - Feb 16 Recreation Board Meeting 4:00 p.m. Senior Center

THUR - Feb 16 Police Community Relations & Review Commission Meeting 7:00 p.m.

MON - Feb 20 Holiday - City Offices Closed

MON - Feb 20 Housing Advisory Commission Meeting - Cancelled

TUES - Feb 21 City Council Meeting 7:30 p.m.

WED - Feb 22 Civil Service Commission Meeting 6:00 p.m. Municipal Building

FRI - Feb 24 Student Community Relations Commission Meeting 2:30 p.m. LCNB

8. Adjourn.

A regular meeting of the Oxford City Council was called to order by Mayor Kate Rousmaniere on Tuesday, January 17, 2017 at 7:15 p.m. Those members present were Bob Blackburn, Steve Dana, Glenn Ellerbe, Kevin McKeehan, 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. Alan Kyger, Economic Development Director; Mr. John Detherage, Fire Chief; Ms. Candi Fyffe, Human Resources Director; Mr. Steve McHugh, Law Director and Ms. Mary Ann Eaton, Clerk of Council.

Several members of the Oxford Police Division were in attendance for the recognition of K-9 Unit "Cole".

ADJOURN TO EXECUTIVE SESSION

Mr. Dana moved to adjourn to Executive Session immediately pursuant to Ohio Revised Code Section 121.22 (G)(1) and (3) for the purpose of discussing appointments to Boards and Commissions and pending litigation. Mr. McKeehan seconded. The motion passed by the following roll call:

AYE: Mr. Dana, Mr. Ellerbe, Mr. McKeehan, Mr. Smith, Ms. Southard, Mr. Blackburn
Mayor Rousmaniere (7)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

Mr. Dana moved to adjourn from Executive Session at 7:30 p.m. Mr. Smith seconded. The motion passed 7-0-0.

PLEDGE OF ALLEGIANCE

Mayor Rousmaniere requested the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION

RECOGNITION **K-9 UNIT "COLE"**

Chief Jones advised he would like to recognize the service of the City's K-9 Unit, Cole and his handler Sergeant Ryan Sikora.

Chief Jones noted Cole came to the City in 2011 and over the course of his career he had over 125 usages, multiple school searches in Oxford and other jurisdictions, many K-9 demonstrations and several tracks for suspects in the City and other area jurisdictions that requested mutual aid. Chief Jones advised Cole was responsible for taking a lot of narcotics off the street and he improved the quality of life in the community. Chief Jones advised Cole suffered from a muscular disorder which limits his strength and endurance and as a result he had to retire from service in November. Chief Jones noted if Cole had a say in the matter he would want to come to work everyday with Sergeant Sikora. Chief Jones advised in 2014 Cole was involved in the alert and seizure of a large quantity of drugs and \$24,000 in cash from a vehicle which resulted in a conviction and the \$24,000 was forfeited to the City's Law Enforcement Trust Fund. Chief Jones noted Cole was also involved in the track and apprehension of a suspect hiding in thick brush 25 yards from the railroad tracks. Chief Jones advised Sergeant Sikora was responsible for much of Cole's success and thanked Sergeant Sikora for his dedication to Cole and to the K-9 program. Chief Jones also thanked Dr. Molly Buckley and the staff at the Animal Care Clinic who cared for the City's K-9 units. Chief Jones noted the Animal Care Clinic sponsored having a certificate made for Cole (and displayed it to Council and the public) so his name would be honored with a place on the Ohio Police K-9 Memorial located in Amelia, Ohio. Chief Jones presented Sergeant Sikora and Cole with an engraved plaque which read "Presented to Oxford Police K-9 Cole by your fellow officers and the citizens of Oxford, Ohio in deepest appreciation for six years of dedicated service 2011-2016"

Sergeant Sikora thanked Council for the opportunity to be the K-9 handler for 5 plus years noting it was very rewarding. Sergeant Sikora noted going forward he would oversee the K-9 Unit. Sergeant Sikora led Cole to the dais to greet each Councilor.

Mayor Rousmaniere inquired if the City would acquire another K-9 Unit. Chief Jones advised yes, later this year.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Ms. Southard moved to nominate Dan Umbstead to the Housing Advisory Commission for a four year term and Dan Haizman to the Student Community Relations Commission for a three year term ending in 2020. Mr. Dana seconded. The motion passed 7-0-0.

NOTICE TO LEGISLATIVE AUTHORITY

New permit for RF Pizza LLC DBA Rapid Fired Pizza 7 W. High Street Oxford, Ohio 45056.
(Alan Kyger, Economic Development Director)

Mr. Kyger advised in September Council accepted the Notice to Legislative Authority for Rapid Fired Pizza for a beer permit. Mr. Kyger advised the previous application was from Ox Pizza and the one before Council this evening was from RF Pizza. Mr. Kyger explained the owners formed separate LLC's for multiple locations and the bank financing the new locations needed all of the stores to be financed to be under the same LLC.

Mr. McKeehan advised from his banking experience preparing separate loans for each location would be tedious and difficult and preparing one larger loan for a corporation was simpler particularly if the financials were disparate between locations.

Mr. McKeehan moved to accept the notice without comment. Mr. Blackburn seconded. The motion passed 7-0-0.

PUBLIC COMMENTS

There were no comments from the public.

CONSENT AGENDA

MINUTES

Minutes of the January 3, 2017 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

REPORT

Report regarding the January 4, 2017 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

RESOLUTION

PURCHASE OF NEW EMS COT

A Resolution No. 5038 authorizing the Oxford Division of Fire to purchase one (1) Ferno INX Intelligent Transport Loading System (EMS Cot) and specified appurtenances designed to reduce injuries to Firefighters And Emergency Medical Technicians at a total cost not to exceed \$35,760.35. (John Detherage, Fire Chief)

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

RESOLUTIONS

RESOLUTION

SELF BOARD

A Resolution No. 5039 reappointing Kate Rousmaniere as Council representative to the Supports to Encourage Low-Income Families (SELF) Board. (Doug Elliott, City Manager)

Mayor Rousmaniere recused herself.

Mr. Elliott advised the proposed resolution would reappoint Mayor, Kate Rousmaniere to the SELF Board which stands for Supports to Encourage Low-Income Families. Mr. Elliott noted the new term would end January 31, 2019.

Mr. Dana asked for additional information regarding the role of the SELF Board.

Mr. McKeehan advised he previously served on the county-wide board which did not participate a lot in Oxford but did facilitate the HEAP program through the Family Resource Center for heat and utility assistance. Mayor Rousmaniere noted they facilitated the Jobs Now program and provided job training. Mayor Rousmaniere advised the SELF Board funneled state and federal grants and enacted them in Butler County.

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

Ms. Southard moved to adopt Resolution No. 5039. Mr. Ellerbe seconded. The motion passed 6-0-0.

RESOLUTION **SALE OF PROPERTY**

A Resolution No. 5040 by Oxford City Council authorizing the City Manager to obtain professional services from Oxford Real Estate, Inc. for the sale of City owned property located at 18 Gardenia Drive and at 4134 Millville Oxford Road. (Mike Dreisbach, Service Director)

Mr. Ellerbe recused himself.

Mr. Dreisbach advised the two properties were surplus and staff tried to sell them by accepting scaled bids and had not been successful. Mr. Dreisbach noted staff would like Council's authorization to list the two properties with a reality firm so they could be advertised through the Multiple Listing Service to broaden the audience. Mr. Dreisbach advised three local firms were contacted with the best commission schedule being provided by Oxford Real Estate, Inc. Mr. Dreisbach requested Council's approval to engage the services of Oxford Real Estate to dispose of the two properties.

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

Mr. McKeehan noted it would be beneficial to liquidate the properties.

Mr. Dana advised it was a logical next step.

Mayor Rousmaniere advised 4134 Millville Oxford Road was across the road from the Talawanda High School entrance and Gardenia Drive was a vacant lot.

Mr. Dana moved to adopt Resolution No. 5040. Ms. Southard seconded. The motion passed 6-0-0.

RESOLUTION
OXFORD AREA TRAIL

A Resolution No. 5041 authorizing the City Manager to enter into an agreement with the Board of County Commissioners of Butler County, Ohio, the Board of Township Trustees of Oxford Township, Butler County, Ohio, and the Oxford Museum Association, Inc. establishing conditions for the City's use of certain right-of-way and public infrastructure for purposes of the Oxford Area Trail. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed Resolution dealt with the Oxford Area Trail and the agreement explained the trail will use public infrastructure (Corso Road), a parking area and the Black Covered Bridge as a segment of the trail and also the use of a portion of right-of-way controlled by the county (north end of the Black Covered Bridge to SR 732). Mr. Chen advised Oxford Township maintained Corso Road, the Museum Association had a maintenance agreement with the county for the bridge and the county had right-of-way that was vacated when SR732 was relocated to its existing location. Mr. Chen noted multiple entities had to be part of the proposed agreement for the trail project to move forward and to secure the access permit which was critical for the construction of Phase I. Mr. Chen advised the bid opening for the construction of Phase I of the Oxford Area Trail was this Friday and the deadline for construction was June 30, 2017.

Ms. Jessica Greene, Oxford Visitors Bureau, addressed Council in support of the proposed Resolution noting she had worked on the trail system for many years and helped draft the grant to bring it to the City. Ms. Greene thanked Mr. Elliott for his leadership and advised the multi entity issue regarding infrastructure and right-of-way was a major road block for the project. Ms. Greene noted there was already a one year extension on the grant and to miss a deadline would not be favorable for receiving future grants.

Mr. Elliott noted the project had been a team effort all along and everyone wanted the project to come to fruition. Mr. Elliott advised he felt this was a good resolution of the issue with infrastructure and right-of-way. Mr. Elliott thanked Ms. Greene, City staff and Mr. McHugh who worked with the county to negotiate the agreement. Mr. Elliott noted the City was under the gun to get Phase I done.

Ms. Liz Woedl, Executive Director, Three Valley Conservation Trust, advised in 2011-2012 Three Valley Conservation Trust raised thousands of dollars to purchase what remained of the Fryman Farm and eventually all of the property was put into conservation easements and now the property along Morning Sun Road would be a combination of agricultural lands and a county park. Ms. Woedl noted the covered bridge was a crown jewel of that area being located over the county park property and she felt it was important to look at what the trail would add to make the park a place people would seek out. Ms. Woedl noted her hope Council would vote for the Resolution to help make Oxford Township and the City of Oxford a better place to live.

Mr. Jon Ralinovsky, Peabody Drive, advised he had been involved in the area trails for a while and noted he felt the path would be a real asset to the community. Mr. Ralinovsky encouraged Council to adopt the proposed Resolution.

Mr. Dana referred to number 5 of the agreement on page 27 of Council's packet "the City's insurance shall be primary and any insurance maintained by the County, the Township, or the Association shall be secondary" and asked for clarification of the statement.

Mr. Elliott advised the City accepted some additional responsibility and had some additional maintenance costs. Mr. Elliott noted this was the City's trail project and the City had primary insurance liability. Mr. McHugh advised there was a lot of negotiation over paragraph 5 as a way to resolve this in a reasonable fashion. Mr. McHugh noted the City was the driving factor in the project and listing additional insureds was not uncommon in this situation.

Mr. McKeehan inquired if the bridge was in good repair and if the City was inheriting a lot of problems. Mr. Dreisbach advised in general the bridge was in good condition but there would be some costs associated with it.

Mr. Ellerbe inquired what condition Corso Road was in. Mr. Dreisbach advised the pavement was in good condition and he did not see any major problems with it.

Mayor Rousmaniere advised this was a complicated Resolution and thanked staff for working on it. Mayor Rousmaniere noted being able to work well with the other agencies was great. Mayor Rousmaniere advised the first link of the trail would be done by June 30, 2017.

Mr. Dana moved to adopt Resolution No. 5041. Mr. McKeehan seconded. The motion passed 7-0-0.

ORDINANCES

FIRST READING

ORDINANCE

CODE UPDATE

An Ordinance To Approve Current Replacement Pages To The Oxford Codified Ordinances.
(Mary Ann Eaton, Clerk of Council)

Ms. Eaton advised the annual code update included legislation adopted by Council through 2016 as well as changes to the state codes for traffic and general offenses.

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

Mr. Dana referred to pages 31 and 32 of Council's packet and pointed out a substantial percentage of the general offenses were drug related. Mr. Dana reminded everyone of the serious issue with opiate addiction in Ohio and especially in Butler County.

ORDINANCE
NEW CHAPTER 7
PROPERTY MAINTENANCE CODE

An Ordinance Repealing Oxford Property Maintenance Code Chapter 7 Entitled Fire Safety Requirements And Adopting New Oxford Property Maintenance Code Chapter 7 Entitled Fire Safety Requirements. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed legislation would amend the Oxford Property Maintenance Code to reflect changes made to the Ohio Residential Code in 2016 dealing with new and remodeling work on one to three family dwelling units. Mr. Chen noted the Ohio Residential Code requires photoelectric and ionization detectors on each level, while the Oxford Property Maintenance Code only required photoelectric. Mr. Chen advised it was necessary to amend the Oxford Property Maintenance Code to conform to the 2016 Ohio Residential Code which governs the residential building construction requirements.

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

Mayor Rousmaniere noted the Fire Code was updated a couple of years ago and this was a new requirement since then.

ORDINANCE
SUPPLEMENTAL BUDGET

An Ordinance Amending Ordinance No. 3381. Supplemental Budget Ordinance Number 1 To Make Supplemental Appropriations For Fiscal Year 2017. (Joe Newlin, Finance Director)

Mr. Newlin discussed the proposed Supplemental Budget as presented on pages 38-39 of Council's packet which dealt with health care reimbursements, OVI Task Force reimbursements and a one time City contribution for a lasered claim.

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

Mr. Elliott addressed questions from Council with respect to health insurance and the City's self insured medical benefits program for fulltime employees and their dependents.

ORDINANCE
SECOND READING

ORDINANCE
PRELIMINARY PLANNED
DEVELOPMENT

An Ordinance No. 3391 Approving The Planning Commission's Recommendation For Preliminary Plan Approval For Phase I Of A Planned Development At 5728 College Corner Pike To Allow A Self Storage Facility With Conditions And Phase II Use To Be Determined. (Jung-Han Chen, Community Development Director)

Mr. Chen advised he had no additional information since the first reading of the proposed Ordinance and asked for Council's approval of the Preliminary Planned Development on College Corner Pike.

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

Mr. Dana referred to pages 46-47 of Council's packet and noted this was an infill project and it was within the corporate limits which supported common goals for a Planned Development. Mr. Dana referred to item C. on page 47 of Council's packet and advised the proposed project would help keep development from sprawling to and beyond the municipal boundaries of Oxford. Mr. Dana noted he felt the issues raised by the Planning Commission and by the City Engineer had been addressed satisfactorily.

Mr. Dana moved to adopt Ordinance No. 3391. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Ellerbe, Mr. McKeehan, Mr. Smith, Ms. Southard, Mr. Blackburn, Mr. Dana
Mayor Rousmaniere (7)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS

Mr. Elliott thanked Council for supporting the Resolution with various entities to keep the Oxford Area Trail project moving forward.

Mr. Elliott advised the Community Relations Commission met on January 12th and discussed bystander training and the 2016 Ohio Civic Index Report. Mr. Elliott noted the next meeting would be held on February 9, 2017.

Mr. Elliott reminded Council members of the Chamber of Commerce Annual Awards Banquet on January 26th and asked them to let him or Ms. Eaton know if they were attending or not.

Mr. Kyger congratulated Arby's on their opening last week and noted Anytime Fitness moved to their new location this week. Mr. Kyger advised Scotty's Brewhouse would have a soft opening this weekend.

Mr. Ellerbe noted he was looking forward to going to Scotty's this weekend.

Mr. Dana referred to the meeting on February 7th with Candice Keller, the newly elected State Representative from Ohio District 53. Mr. Dana noted this was an opportunity for citizens to tell what's on their minds and especially to seek for help in committing the state to address the opioid issue. Mr. Dana advised Butler County was number 1 among all counties in opioid addiction.

Mr. Dana quoted “The drug epidemic is fought at the local level and resources in public health, mental health, addiction services and public safety were thin”. Mr. Dana noted we were struggling to solve these problems without much encouragement or support from the state. Mr. Dana suggested asking Representative Keller to bond with the City and share in addressing this very serious issue.

Mayor Rousmaniere noted the Work Session with Candice Keller was February 7, 2017 at 6:30 p.m.

Mayor Rousmaniere advised she was meeting with Jackson Gray tomorrow, a student from Miami’s Hamilton campus in a Civic and Regional Development Program. Mayor Rousmaniere noted Mr. Gray had an 8 hour practicum and chose to work with the City of Oxford. Mayor Rousmaniere advised a number of Councilors had projects for him to work on. Mayor Rousmaniere noted Mr. Gray attended an earlier Council meeting and discussed his suicide prevention fundraising efforts.

ADJOURN

Mr. Dana moved to adjourn at 8:20 p.m. Ms. Southard 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: February 8, 2017

Sam Perry
Prepared By

Account Code No. #:

Budgeted Amount:

January 31, 2017
Date Prepared

HAPC MEETING REPORT – January 4, 2017

New Business

HAPC-2017-03 19 W Walnut Street, installation of vinyl siding over existing wood siding, **Mitch Messler, Applicant**

This Certificate of Appropriateness (COA) was to cover the existing siding with vinyl siding during a downtime. It was determined appropriate by the HAPC primarily because of the previous alterations to the building. The COA was approved on the condition that the window frames be made deeper to improve the visibility of the profile around the openings.

HAPC-2017-02 104 W. High Street, demolition and construction of a new mixed use structure, **Scott Webb, Applicant, Agent**

This COA is for approval to demolish the existing commercial building known as Phan Shin and replace it with a multi-story mixed use building connecting back to the alley. A pre-application discussion was held in December. The building façade is proposed to meet the two adjacent buildings but include a recessed area at grade for outdoor dining. The upper portion of the façade would be three-story stepping back to four. The portion of the building in the alley would be four stories. The façade would include brick detailing around the windows and cornice trim with integrated building identification. The HAPC found that the decision criteria for building removal and replacement had been met. The Commission approved the COA with a 5-0 vote as well as a condition that outstanding details be reviewed and approved by the HAPC or designee, prior to the issuance of a building permit.

Administrative Approvals

HAPC-2016-20-ADM 108 E Church Street, window replacement, **Stan Miller, The Invisible Window, Applicant/Agent**

This administrative review was approved prior to the meeting. Window replacement to vinyl one over one design; except that stained glass will remain.

HAPC-2017-01-ADM 12 S. Beech Street, formerly Stella, wall and roof signage, **ChunXi Kitchen, Xiauqwei Ren, Applicant**

This administrative review was approved prior to the meeting. Roof sign face change and gable wall sign along with building trim to be re-painted to a tone compatible with the existing unpainted brick.

Announcements

HAPC is still seeking a seventh commission member to serve. The member could be a non-resident but would have to be a business owner, resident or property owner within one of the three Oxford historic districts.

The February 1 regular meeting was cancelled due to lack of applications. The next regular meeting is March 1 at 6:00 p.m. at 118 W. High St.

Department Head:

City Attorney:

City Manager:

Jhe / 1/31/17
Jhe / 1/31/17
DRE / 2/2/17

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 7, 2017

Account Code No. #:

Jung-Han Chen
Prepared By

Budgeted Amount:

January 25, 2017
Date Prepared

Agenda Title: Planning Commission Meeting Report –January 10, 2017
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Zoning Items

PC-2016-22, PRELIMINARY & FINAL PLANNED DEVELOPMENT, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, The Verge, **GMS Acquisitions LLC**,
Applicant/Agent

The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut St. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot. This is a combined Preliminary and Final PUD application because this is a single phase development that redevelopment of the sites from both sides of Arrowhead would take place during the same timeframe. The applicant provided a revised site plan with a different arrangement of parking lot behind the amenity building for consideration. The number of parking spaces will remain the same.

The Planning Commission went through a lengthy discussion about this project and the design standards of the project and based upon the revised site plan submitted on 1-10-17 and the presentation made by the Applicant, the Planning Commission voted 7-0-0 recommending approval to City Council by waiving the site development regulations as identified by staff and subject to the following conditions:

1. Additional trees shall be planted, equally distributed, between the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff will work with the applicant concerning the distribution of these trees.
2. The parking spaces on the south side of the drive between building A and B will be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

New Business

Livable Streets (Complete Streets) policy.

The Planning Commission reviewed the draft language and made modifications to the document and voted to recommend City Council for adoption.

Approved by:

	Initial	Date
Department Head:	<u>JHC</u>	<u>1/27/17</u>
City Attorney:		
City Manager:	<u>DRE</u>	<u>2/2/17</u>

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation
Originating Department

Council Meeting Of: Feb. 7, 2017

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: Jan. 17, 2017

Agenda Title: Recreation Advisory Board Meeting, 1/12/17

Recommendation: Approve

Attendance:

Recreation Advisory Board: Edna Southard, Wes Cole, Kevin Ackley
TRI Board: Tom Holmes, Doug Curry, Kris Winkler, Marvin Wilhelm, Jim Squance
OPRD Staff: Casey Wooddell, Jake Richardson, Ryan Himes
Not present: Deanna Barbour, Craig Bennett, Shaunna Tafelski, Jay Bennett, Ken Bogard

Discussion:

Once per year, the Parks and Recreation Director coordinates the Recreation Advisory Board and TRI Foundation Board for a joint meeting. This meeting was held on 1/12/17 at 12:00noon at LaRosa's.

Casey Wooddell, Jake Richardson and Ryan Himes from Oxford Parks and Recreation all provided updates, highlights and accomplishments from 2016. Mr. Wooddell provided a PowerPoint presentation to the board members, including information related to revenues, program statistics, staff changes, projects and accomplishments, plans for the new aquatic center and major issues facing each board in 2017. The Recreation Advisory Board will be heavily focused on the design and fundraising for the new aquatic center, while the TRI Board will make decisions related to building upgrades for the TRI Community Center, as well as future plans for the current pool site once the new aquatic center is constructed.

Mr. Richardson provided statistics and information related to sports programming in 2016, while Mr. Himes provided statistics and information related to youth, teen and community programs. OPRD staff members also included new ideas and program enhancements being scheduled for 2017.

Meeting adjourned, 1:10pm.

Approved By:

Department Head:

City Manager:

Initial Date

CDW \ 1/17/17

DRE 2/2/17

CITY OF OXFORD STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 8, 2017

Sam Perry
Prepared By

Account Code No. #:

January 31, 2017
Date Prepared

Budgeted Amount:

Agenda Title: Board of Zoning Appeals Meeting Report – January 18, 2017

Adjudication Hearings

BZA-2017-01, 5966 Fairfield Road, variances to Section 1143.02(c)(2)C side yard requirements and Section 1129 permitting requirements, **Kyle Murr, Applicant**

The applicant requested a variance to reduce the residential side yard setback requirement from 8 feet to 1.5 feet for a lean-to addition for boat storage. The applicant also requested a variance from the building permit requirement. Staff and the applicant presented information to the board. No neighbors spoke to the board. The board deliberated finding that the requests were substantial, negatively altered the essential character of the neighborhood and were not with the spirit and intent of the Zoning Code. The variances were denied 4-0.

BZA-2017-02, 4328 Kehr Road, variance to Section 1141.01(a)(1)C accessory total square foot area, **Erik Steffen, Applicant/Agent**

The applicant requested a variance from the maximum square footage allowed for residential accessory buildings. A dilapidated garage had been removed and a 120 square foot shed was to remain on this 4 acre property. The applicant proposed a new three bay garage, which would result in combined total outbuildings of 1,272 square feet. The outbuilding limit for the subject property is 667 square feet, based upon 50% of the home size. The board deliberated finding that the request for additional outbuilding square footage was not substantial. The variance was approved 4-0.

BZA-2017-03, 5299 College Corner Pike, variance to Section 1143.12(d)(4)(A) building façade window and transparent door requirements, **Sheldon Jennings, O'Reilly Auto Parts, Applicant/Agent**

The applicant requested relief from the minimum window percentage required for building facades in the General Business Zoning District. The requirement is intended to ensure a storefront exists while avoiding buildings facing away from the street. The proposal is to build a new auto parts retail store on an existing vacant lot (formerly Oxford Baptist Church). A building permit has not been submitted for review. However, the architect applied for this variance to reduce the window percentage from 60% to 45%. The board deliberated finding that the variance was not substantial, did not negatively alter the character and that it was within the spirit and intent of the Zoning Code. The variance was approved 4-0.

The February BZA meeting is cancelled due to lack of applications. The next regular BZA meeting is Wednesday, March 1, 2017 at 7:30 p.m. at 118 West High St.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial	Date
JHC	1/12/17
DRE	2/2/17

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 8, 2017

Account Code No. #: 144.490.64702

Sam Perry
Prepared By

Budgeted Amount: \$670,000

January 30, 2017
Date Prepared

Agenda Title:	Authorization to Approve Contract with W.G. Stang LLC for Construction of Oxford Recreational Trail Phase 1
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Discussion:

In 2014, the City was awarded up to \$500,000 from Ohio Department of Natural Resources Clean Ohio Fund for the Oxford Recreational Trail Phase I between Kelly and Bonham Road. Up to \$500,000 will be reimbursed to the City if the project cost meets or exceeds \$667,000. (75% ODNR / 25% Local match). Approximately \$80k has already been spent on design.

Numerous grants and other donations have been received for the local match as a result of OVB/Enjoy Oxford's leadership efforts in raising support. City staff time is also counted toward the local match. MetroParks of Butler County assisted in obtaining a flood study for an earthen berm at the covered bridge, which counts toward the local match. The earthen berm reduced the project cost significantly instead of an engineered ramp alternative.

Legal notice was published in December 2016 in the Eaton Register Herald, Hamilton Journal-News and Cincinnati Enquirer as well as posting on the City of Oxford website. 34 interested parties either purchased hard copy plans or downloaded plans from the City website. The City offered two bid schedule options in order to encourage completion ahead of the ODNR deadline of June 30, 2017. Six companies provided bids for this project with the following results:

W.G. Stang LLC	\$535,596.00	June 1, 2017
Bray Construction Services	\$625,175.00	June 15, 2017
Ohio Irrigation Lawn Sprinkler Systems, Inc.	\$626,297.60	June 15, 2017
Sunesis Construction	\$635,024.95	June 15, 2017
Sunesis Construction	\$650,971.73	June 1, 2017
Ohio Heavy Equipment/dba Loveland Paving	\$674,841.13	June 15, 2017
Ohio Irrigation Lawn Sprinkler Systems, Inc.	\$686,297.60	June 1, 2017
Brumbaugh Construction	\$725,605.00	June 15, 2017

The City has worked with W.G. Stang LLC in the past with successful results. Additionally W.G. Stang has recently completed recreational trail projects in other communities.

It is Staff's recommendation that the City Council authorize the City Manager to sign an agreement with W.G. Stang LLC for Oxford Recreational Trail Phase 1 at a cost of \$535,596.00. Staff is requesting an additional 10% contingency for the project, for the total amount not to exceed **\$589,155.60**.

Approved by:

	Initial	Date
Department Head:	<u>Jhc</u>	<u>1/27/17</u>
City Attorney:	<u></u>	<u></u>
City Manager:	<u>DRE</u>	<u>2/3/17</u>

RESOLUTION NO.

A RESOLUTION BY OXFORD CITY COUNCIL ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH W.G. STANG LLC FOR OXFORD RECREATIONAL TRAIL PHASE I AT A COST OF \$535,596.00 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE \$53,559.60, FOR A TOTAL COST NOT TO EXCEED \$589,155.60.

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

SECTION 1: The City advertised for bids in the *Eaton Register Herald*, the *Hamilton Journal-News*, the *Cincinnati Enquirer*, and on the City's website in December of 2016. Two bid schedule options were offered and eight (8) sealed bids were provided by six (6) companies and were opened and publicly read on January 20, 2017. W.G. Stang LLC provided a bid in the amount of \$535,596.00.

SECTION 2: The City Manager and the Community Development Director recommend Council find the bid of W.G. Stang LLC to be the lowest and best bid and accept the bid of W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of \$535,596.00 plus a contingency amount of ten percent (10%) of the contract price or \$53,559.60 for a total cost not to exceed \$589,155.60.

SECTION 3: Council hereby find the bid of W.G. Stang LLC to be the lowest and best and accepts the recommendation of the City Manager and the Community Development Director and accepts the bid of W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of \$535,596.00 plus a contingency amount of ten percent (10%) of the contract price or \$53,559.60 for a total cost not to exceed \$589,155.60.

SECTION 4: Council further authorizes the City Manager to enter into a contract with W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of \$535,596.00 plus a contingency amount of ten percent (10%) of the contract price or \$53,559.60 for a total cost not to exceed \$589,155.60.

SECTION 5: 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)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: February 7, 2017

Account Code #: Multiple Accounts – All Funds

Budgeted Amount: \$675,000.00

Service Department

Originating Department

Michael B. Dreisbach, Service Director

Prepared By

January 30, 2017

Date Prepared

**Agenda Title: Purchase of Electricity Generation Supply for City of Oxford Municipal Accounts
Served by Duke Energy of Ohio**

Recommendation: Approve

Discussion:

The 2017 operating budget includes approximately \$675,000 for the purchase of electricity for City operated buildings and structures, recreation areas, street lighting, and traffic control. The vast majority of City electrical needs are serviced by Duke Energy while a small portion of accounts are serviced by Butler Rural Electric. The City currently consumes approximately 5 million kilowatt hours of electricity annually for our operations.

In April 2014, the City renewed an agreement with Duke Energy Retail Sales, LLC (**now known as Dynegy Energy Service, LLC**) to provide for the generation of electrical power for City facilities and operations. This agreement provided pricing of \$0.0533 per kilowatt hour of electricity (\$0.0425 for street lighting) through April 2017.

City Staff requested new pricing from Dynegy to determine if the City should extend our current agreement for electric power generation. Dynegy provided new pricing, guaranteed for a period of 36 months, of \$0.0469 per kilowatt hour (\$0.0369 for street lighting). This pricing is advantageous to the City compared to our current agreement. The new pricing should result in savings of approximately \$30,000 annually for City operations. This pricing was valid on Jan. 27, 2017. Given the nature of the commodity markets, Dynegy will only hold this price for a 24 hour period. **Staff will obtain refreshed rates on the day of the next Council meeting, February 7, 2016. The amount of the refreshed rates may vary from what is stated in this report due to fluctuations in the markets.**

The City continues to be able to purchase electricity (generation) at lower prices than in the previous two contracts. For reference, in 2011, the City was paying 5.49 cents per kilowatt/hour. In the proposed agreement with Dynegy, we will be paying only 4.69 cents per kilowatt/hour, a decrease of ~15%.

It is Staff's recommendation that the City Council authorize the City Manager to sign agreements with Duke Energy Retail Sales, LLC for the procurement of electricity generation services for a 36 month period beginning April 2017.

Approved By:

Department Head:

Initial Date

City Manager:

DRE \ 2/2/17

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DYNEGY ENERGY SERVICE, LLC FOR THE PROCUREMENT OF ELECTRICITY GENERATION AND TRANSMISSION FOR THE CITY'S CONSUMPTION FOR A PERIOD OF THIRTY SIX MONTHS BEGINNING APRIL 2017.

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

SECTION 1: As previously adopted by Council for the City of Oxford, the 2017 operating budget includes \$675,000.00 for the purchase of electricity for City buildings, structures, recreation areas, street lighting, and traffic control.

SECTION 2: The City Manager and the Service Director recommend Council authorize the City Manager to enter into an agreement with Dynegy Energy Service, LLC for the procurement of electricity generation and transmission for the City's consumption for a period of thirty six months beginning April 2017.

SECTION 3: Council accepts the recommendation of the City Manager and the Service Director and hereby authorizes the City Manager to enter into an agreement with Dynegy Energy Service, LLC for the procurement of electricity generation and transmission for the City's consumption for a period of thirty six months beginning April 2017 at a kilowatt/hour rate not to exceed ___cents per kilowatt hour (kWh) and for street lighting accounts, at a cost not to exceed ___cents per kilowatt hour (kWh). The agreement shall be in a form acceptable to the City Law Director.

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

MAYOR

ADOPTED: February 7, 2017

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

DUKE ENERGY RETAIL SALES, LLC

ADDENDUM #2 TO THE RETAIL POWER SALES AGREEMENTDUKE ENERGY RETAIL SALES AND THE CITY OF OXFORDAGREEMENT NO. 374- DATED 10/23/2009Pricing & Term Description:

For energy and capacity delivered beginning with the May 2014 meter read date(s) and extending to April 2017.

(Please select one)

- ☐ 12-months (April 2015) Energy & Capacity charge of \$0.0567 per kWh
☐ 24-months (April 2016) Energy & Capacity charge of \$0.0553 per kWh
☒ 36-months (April 2017) Energy & Capacity charge of \$0.0533 per kWh

All Lighting accounts (street and traffic) will be served at \$0.0425 cents per kWh for the term selected above.

The pricing and terms contained in Addendum #2 may be voided by Duke Energy Retail Sales, LLC unless signed and returned to Duke Energy Retail Sales, LLC by Noon on 04/16/2014. *✓ cal 4/16/2014*

Acceptance and Approval**THE CITY OF OXFORD**

SIGNATURE: *Douglas R. Elliott, Jr.*
PRINT NAME: Douglas R. Elliott, Jr.
TITLE: City Manager
DATE: 4/15/14

DUKE ENERGY RETAIL SALES, LLC

SIGNATURE: *Chris A. Eyer*
PRINT NAME: CHRIS A. EYER
TITLE: SALES MANAGER
DATE: 04/14/2014



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Variable Pricing for Large Commercial Customers
Issued: 1/27/2017

This offer is presented to **CITY OF OXFORD** ("Customer") by Dynergy Energy Services (East), LLC d/b/a Dynergy Energy Services, LLC ("Supplier") for all of the electricity requirements at the service location(s) listed below (each service location referred to as an "Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms & Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Electric Distribution Utility ("EDU") noted in Table 1 which will allow Supplier to provide electricity to each Account.

THIS EXECUTABLE OFFER EXPIRES AT 11:59PM ON 1/27/2017

TABLE 1: TERM AND PRICE						
Term Begins on Date of Meter Read In:	April 2017					
Term Ends on Date of Meter Read In:	Customer Initial in one box below to elect Term and associated Price:					
	April 2018		April 2019		April 2020	
Power Price (\$/kWh) (If blank, N/A):	\$0.0489		\$0.0489		\$0.0469	
Additional Voluntary Renewable Charge:	0		0		0	
Voluntary Renewable Quantity (%):	0		0		0	
Electric Distribution Utility:	Duke Energy Ohio (“EDU” or “Utility”)					
Regional Transmission Organization (if blank, N/A):	PJM (“RTO”)					
Agent/Broker/Consultant (If blank, N/A):						

TABLE 2: ACCOUNT INFORMATION		
EDU Account # / FirstEnergy Customer # / AEP Service Delivery Indicator	Bill Group	Service Location
See attached list (29 accounts)		

This offer is contingent on acceptance by the EDU of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDU which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date last signed by the parties.

City of Oxford, Ohio ("Customer") Signature: _____ Print Name: _____ Print Title: _____ Date: _____	Customer Notice Information ATTN: Mike Dreisbach Street: 101 East High Street City/State/ZIP: Oxford, OH, 45056 E-mail: mdreisbach@cityofoxford.org Phone: (513) 524-5206
DYNEGY ENERGY SERVICES (EAST), LLC d/b/a DYNEGY ENERGY SERVICES, LLC ("Supplier") Signature: _____ Print Name: _____ Title: _____ Date: _____	Upon signature and completion above, please return all pages of this Agreement by E-mail to your Sales Representative and DynergyEnergyServicesOhio@dynergy.com



ELECTRIC SERVICE AGREEMENT

EXHIBIT A – Variable Pricing Issued: 1/27/2017

This Exhibit A and the associated Terms & Conditions (collectively “Agreement”) is between Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC and Customer for all electricity requirements at the Service Location(s) listed in Table 2, each an “Account”. This Agreement becomes effective on the date this Exhibit A is signed by Customer.

THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON «EXPIREDATE»

TABLE 1: PARTIES, TERM AND PRICE

Seller:	Dynegy Energy Services (East), LLC (“Supplier”)
Buyer:	City of Oxford, Ohio (“Customer”)
Electric Distribution Utility:	Duke Energy Ohio (“EDU” or “Utility”)
Regional Transmission Organization:	PJM (“RTO”)
Agent/Broker/Consultant (If blank, N/A):	

Customer Initial	Term Begins on Date of Meter Read In: Month & Year	Term Ends on Date of Meter Read In: Month & Year	Power Price (\$/kWh)
	APRIL 2017	April 2018	\$0.0379
	APRIL 2017	April 2019	\$0.0375
	APRIL 2017	April 2020	\$0.0369

Additional Voluntary Renewable Charge:	0	0	0
Voluntary Renewable Quantity (%):	0	0	0

TABLE 2: ACCOUNT INFORMATION

EDU Account # / FirstEnergy Customer # / AEP Service Delivery Indicator	Bill Group	Service Location
See attached (10 accounts)		

By signing below, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) each Account is for non-residential use, 3) you are not a mercantile customer as defined by the Public Utilities Commission of Ohio, 4) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 5) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDU which will allow Supplier to provide retail electric services.

CITY OF OXFORD, OH	Customer Notice Information
Signature: _____	ATTN: Mike Dreisbach
Print Name: _____	Street: 101 East High Street
Print Title: _____	City/State/ZIP: Oxford, OH, 45056
Date: _____	E-mail: mdreisbach@cityofoxford.org
	Phone: (513) 524-5206

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and return all pages of this Agreement by E-mail to your Sales Representative and DynegyEnergyServicesOhio@dynegy.com

Supplier will forward all necessary documents to the Utility.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meetings of: February 7 & 21, 2017

Account Code #: N/A

Budgeted Amount: N/A

Service Department

Originating Department

Michael B. Dreisbach, Service Director

Prepared By

January 20, 2017

Date Prepared

Agenda Title: Authorization to SELL Surplus Real Property

Recommendation: Approve

Discussion:

The Oxford City Council approved Resolution No. 5040 at their January 17, 2017 meeting authorizing the City Manager to enter into a real estate listing agreement with Oxford Real Estate, Inc.

Oxford Real Estate, Inc. listed the City's real property at 4134 Millville Oxford Road for sale and advertised the property on the Multiple Listing Service.

On January 20, 2017, the City was presented with an offer to purchase this property by Mr. John Pellegrini. After rounds of offers and counteroffers, the City reached an agreement with Mr. Pellegrini for a cash transaction at a sale price of \$50,000. The buyer understands the sale is at the sole discretion of the Oxford City Council and must be approved by Ordinance. The buyer understands two readings of the Ordinance are necessary, and that closing on the sale may not proceed for 30 days after passage of the Ordinance.

It is Staff's recommendation that the City Council authorize the City Manager to take all measures necessary to complete the sale of real estate known as 4134 Millville-Oxford Rd. (Butler Co. Parcel H4100145000001) at a purchase price of \$50,000.00 to Mr. John Pellegrini.

Approved By:

Department Head:

City Manager:

Initial

Date

MBD \ 1/23/17

DRE \ 2/2/17

ORDINANCE NO.

AN ORDINANCE BY OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO COMPLETE THE SALE OF CITY OWNED PROPERTY LOCATED AT 4134 MILLVILLE OXFORD ROAD (BUTLER COUNTY PARCEL NUMBER H4100145000001) AT A PURCHASE PRICE OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO MR. JOHN PELLEGRINI.

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

SECTION 1: Council finds the real estate located at 4134 Millville Oxford Road; Oxford, Ohio, currently owned by the City of Oxford, is not needed for any municipal purpose and that it is in the best interest of the City that said property be sold.

SECTION 2: The City Manager recommends authorization by City Council to take all steps necessary to complete the sale of City owned property located at 4134 Millville Oxford Road at a purchase price of fifty thousand Dollars (\$50,000.00) to Mr. John Pellegrini.

SECTION 3: Council hereby authorizes the sale of the property and authorizes the City Manager to take all steps necessary to complete the sale of City owned property located at 4134 Millville Oxford Road (Butler County Parcel H4100145000001) at a purchase price of fifty thousand dollars (\$50,000.00) to Mr. John Pellegrini.

SECTION 4: This Ordinance 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)

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Page 1 of 7

Contract to Purchase

Adopted by the
CINCINNATI AREA BOARD OF REALTORS®
DAYTON AREA BOARD OF REALTORS®

For exclusive use by REALTORS®.

This is a legally binding contract. If not understood, seek legal advice.
For real estate advice, consult a REALTOR®.



01/19/2017

(date).

1 **1. PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:

2 Address 4134 Millville Oxford Road City/Township Oxford
3 Ohio, Zip Code 45056 County _____ Further described as: DRE 1-19-17
4 H5100145000001 ("Real Estate").

5 **2. PRICE AND TERMS:** Buyer hereby agrees to pay ~~\$45,000.00~~ 55,000.00 DRE 1-20-17 \$50,000.00
6 ("Purchase Price") for the Real Estate, payable as follows: JMP 01/20/17 7:49AM EST

7 a) **EARNEST MONEY:** \$500.00 ("Earnest Money")
8 shall be deposited with Century 21, Thacker upon written acceptance of
9 this contract ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real
10 Estate contemplated in this Contract ("Closing"), or returned to the Buyer if this offer is not accepted in writing. Any
11 disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. The Earnest Money shall be disbursed as
12 follows: (i) If the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and
13 credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any
14 contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money
15 ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the
16 disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker
17 receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court
18 order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years
19 from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such
20 signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the
21 Earnest Money to the Buyer with no further notice to the Seller. Both Buyer and Seller acknowledge and agree that, in the event
22 of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination
23 as to which party is entitled to the Earnest Money.

24 b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or
25 title company trust account check on date of Closing.

26 **3. FINANCING CONTINGENCY:** Buyer intends to use the Real Estate for the following purpose: ☐ Owner-occupied
27 ☐ Rental ☐ Other: _____

28 ☒ **CASH:** Buyer shall provide, to Seller's satisfaction, written verification of funds within 2 calendar days of
29 acceptance of this offer. If Buyer fails to provide written notification, then Seller may, by written notice to selling REALTOR®
30 or Buyer, terminate this Contract. Buyer has the right to obtain an appraisal of the Real Estate by a licensed appraiser
31 within _____ calendar days beginning the day following written contract acceptance.

32 ☐ **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and
33 obtaining: (a) ☐ fixed ☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed
34 _____ % of the Purchase Price, (c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed
35 _____ %, (d) for a term of not less than _____ years or at a higher rate or shorter term agreeable to Buyer.

36 ☐ **FHA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA,
37 [(1) ☐ fixed or (2) ☐ adjustable] (including FHA closing costs) or ☐ VA (including VA funding fee) first mortgage loan in
38 the maximum allowable amount (b) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____ %, (c)
39 for a term of not less than _____ years or at a higher rate or shorter term agreeable to Buyer. ☐ Buyer has been provided
40 the **FHA For Your Protection: Get a Home Inspection** disclosure. When the Buyer is financing through FHA or VA, the
41 Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by
42 the VA Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house
43 inspector.

44 ☐ **OTHER FINANCING:** SEE ATTACHED ADDENDUM _____

45 ☐ **Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide
46 marketable title, Seller agrees to pay actual settlement charges on behalf of the Buyer, including, but not limited to, discount
47 points, closing costs, pre-pays and any other fees allowed by Buyer's lender in an amount not to exceed, _____

Buyer's Initials JMP Date / Time 01/19/17 11:11AM EST Seller's Initials _____ Date / Time DRE 1-19-17

Copyright August 1, 2015

Property Address: 4134 Millville Oxford Road, Oxford, OH 45056

Page 2 of 7

50 ☐ **Financing Application and Loan Commitment:** Buyer financing qualification letter ☐ is attached ☐ is not attached
 51 ☐ shall be provided within _____ calendar days of written acceptance of this offer. If Buyer fails to provide
 52 documentation of financing qualification letter, then Seller may, by written notice to selling REALTOR® or Buyer, terminate
 53 this Contract. Buyer shall complete a loan application, including submitting a completed 1003 (or, lender's required financing
 54 application form), and provide the selected lender with "intent to proceed", including payment for appraisal (if necessary),
 55 within _____ calendar days of written acceptance of this Contract and will make a diligent effort to obtain financing. If
 56 Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan approval has been obtained or
 57 waived within _____ calendar days of written acceptance of this offer, then Seller may, by written notice to selling
 58 REALTOR® or Buyer, terminate this Contract. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF**
 59 **FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND**
 60 **TAX CONSEQUENCES THEREOF, IF ANY.**

61 **4. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above
 62 final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser
 63 licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's or Lender's appraiser) equal to or
 64 greater than the Purchase Price, Buyer shall have the right to terminate this Contract by delivering written notice to Seller on or before the
 65 expiration of (i) the time-frame set forth in Section 3 above for obtaining an appraisal in connection with a cash sale or (ii) the time-frame
 66 set forth in Section 3 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency
 67 Period"). If Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal
 68 Contingency Period, then Buyer's right to terminate this Contract due to appraised value shall be deemed waived.

69 **5. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon,
 70 all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on
 71 the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including
 72 window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm
 73 windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or
 74 otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television mounting brackets
 75 (excluding televisions), aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water
 76 purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following built-in appliances:
 77 ranges/ovens/microwaves/refrigerators/ dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems
 78 and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and
 79 equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic
 80 underground fencing transmitter and receiver collars; and parking space(s) number(s) _____ and storage unit number
 81 _____ (where applicable); except the following: which are leased in whole or in part (please check appropriate
 82 boxes); ☐ water softener; ☐ security/alarm system; ☐ propane tank; ☐ satellite dish; ☐ satellite dish components;

83 **THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO**
 84 **THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE:** _____

85 n/a

86 **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** _____

87 n/a

88 **6. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 5 and that they
 89 will be free and clear of any debt, lien or encumbrances at closing (except as listed in Section 19 of this Contract). Seller also
 90 represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in
 91 Section 5, together with their respective spouses.

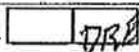
92 **7. SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate (a) ☐ is
 93 ☒ is not located in a Historic District, (b) ☐ is ☒ is not subject to a homeowner association charter established by
 94 recorded declaration with mandatory membership, (c) ☐ is ☒ is not subject to a homeowner association assessment,
 95 (d) ☐ is ☒ is not subject to a maintenance agreement, (e) ☐ is ☐ is not located in a flood plain requiring
 96 insurance, (f) ☐ is ☒ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if
 97 the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for
 98 completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting
 99 unconditional certificate on or before the date of Closing, (g) no orders of any public authority are pending, (h) no work has
 100 been performed or improvement constructed that may result in future assessments, (i) no notices have been received from any
 101 public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of
 102 conditions or other similar matters, and (j) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances
 103 have been stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental
 104 conditions within the boundaries of the Real Estate affect the Real Estate except none. Seller
 105 further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations, encroachments, shared
 106 driveways, party walls, property tax abatements or homestead exemptions affecting the Real Estate except: _____
 107 none and that no improvements or services (site or area) have been installed or furnished,
 108 nor notification received from public authority or owner's association of future improvements of which any part of the costs may
 109 be assessed against the Real Estate, except: none

Buyer's Initials



Date / Time

Seller's Initials



Date / Time

1/19/17

110 **8. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real
111 Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Buyer
112 with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county, the
113 Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special
114 assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of
115 Incorporation and other pertinent documents ("Documents") within _____ calendar days of acceptance of this offer. Buyer
116 shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval within _____
117 calendar days of receipt of Documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval
118 Date, then this Contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be
119 deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of
120 same. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the
121 Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title
122 company. Seller certifies that the current HOA fees are: \$ _____ ☐ Monthly ☐ Quarterly
123 ☐ Annually and/or ☐ Other _____

124 **9. MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as
125 described in Section 5, including the grounds and improvements thereon. Seller shall repair or replace any appliances and/or
126 equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical
127 possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and
128 casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or
129 destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract.
130 While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial
131 alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided the
132 opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the
133 purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other
134 contractual obligations. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real
135 Estate.

136 **10. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide
137 potential additional benefits to Buyer. Buyer ☐ selects ☒ does not select a home warranty to be provided by a company to
138 be chosen by _____ and paid for by _____ at an amount not to exceed _____.

139 **11. INSURANCE:** Buyer's right to terminate this Contract due to property and flood insurance availability and/or cost must be
140 satisfied during the Real Estate Inspection Contingency Period (as defined in Section 13 below). Buyer(s) acknowledges that
141 it is Buyer's sole responsibility to make inquiries with regard to insurance, including, but not limited to, real, flood and personal
142 property insurance availability and cost. **BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF**
143 **INSURANCE TO BE OBTAINED.**

144 **12. PROPERTY DISCLOSURE FORM:** Buyer ☐ has ☒ has not received the Ohio Residential Property Disclosure form.

145 **13. BUYER'S INSPECTIONS:** Notwithstanding anything to the contrary, Seller makes no representations or warranties with
146 regard to the municipality, zoning, school district, or use of the Real Estate, and Buyer assumes sole responsibility for
147 researching the foregoing conditions. Buyer acknowledges that Buyer has conducted investigations of these conditions and the
148 use of the Real Estate, and has verified that the Real Estate is suitable for Buyer's intended use. Seller also makes no
149 representations with regard to conditions outside of the boundaries of the Real Estate, including but not limited to, crime
150 statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), local regulations/development or
151 any other issues of relevance to the Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer
152 acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to
153 execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is
154 not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

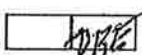
155 **REAL ESTATE INSPECTION CONTINGENCY:** For purposes of this clause, time is of the essence. The Buyer has the
156 option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to 5 _____ calendar days
157 ("Inspection Period") beginning the day following written Contract acceptance to conduct all inspections related to the Real
158 Estate. Inspections regarding the physical material condition, insurability and cost of a casualty insurance policy, boundaries,
159 and use of the Real Estate shall be the sole responsibility of the Buyer. Buyer is relying solely upon Buyer's examination
160 of the Real Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise
161 required, if any, for its physical condition and overall character, and not upon any representation by the
162 REALTORS® involved. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be
163 permitted access to the Real Estate at reasonable times and upon reasonable notice. Buyer shall be responsible for any
164 damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a
165 timely and workmanlike manner at Buyer's expense.

Buyer's Initials

 01/19/17
11:13AM EST

Date / Time _____

Seller's Initials



Date / Time 1/19/17

166 a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to
 167 material defect(s), Buyer shall provide written notification of any material defect(s) and the portion(s) of the inspection
 168 report which describe the basis for the Buyer's dissatisfaction to the Listing Firm or Seller with a request for corrections
 169 desired within the Inspection Period. Buyer and Seller shall have 3 calendar days beginning the day
 170 following the date of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement
 171 Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. Delivery of the Post-
 172 Inspection Agreement or other written notice requesting corrections to material defects will designate the end of the
 173 Inspection Period.

174 If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the
 175 option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate in "as is"
 176 condition. If written settlement is not reached, with signed copies of settlement agreement physically delivered to the
 177 parties or their respective agents within the Settlement Period, and Buyer has not withdrawn the request for corrections in
 178 writing, this Contract shall be terminated. Buyer shall have the right to terminate the Contract, prior to reaching written
 179 agreement with signed copies physically delivered to the parties or their respective agents, during the Settlement Period.
 180 Buyer agrees that minor repairs and routine maintenance items are not to be considered material defects with regard to this
 181 contingency.

182 OR

183 b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this
 184 Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising Buyer's right to
 185 terminate this Contract within the Inspection Period, and this Contract shall be terminated.

186 If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within
 187 the Inspection Period stating Buyer's satisfaction and waiver of the contingency. IF BUYER DOES NOT DELIVER SUCH
 188 NOTIFICATION OF SATISFACTION AND WAIVER OF THIS CONTINGENCY OR WRITTEN NOTIFICATION AS
 189 IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO
 190 BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF
 191 BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S
 192 RIGHT TO INSPECT SHALL BE DEEMED WAIVED.

193 A. ☒ BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE to determine the material
 194 physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous
 195 conditions on the Real Estate. (The inspection(s) may include, but are not limited to, the following inspections which may
 196 or may not be performed by the same or different inspectors on the same or different dates.)

197 Air Conditioning Heating Roofing Water Quality / Quantity Structural Well / Septic System
 198 Plumbing Fireplace Mold Electrical Asbestos Radon Infestations Any other desired by Buyer

199 B. ☐ BUYER WAIVES THE REAL ESTATE INSPECTIONS in A above with the following exception(s):
 200

201 Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been
 202 provided the opportunity to make this Contract contingent upon the results of such inspections.

203 C. ☐ BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION (required by some
 204 lenders/types of financing).

205 ☒ BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.

206 D. LEAD-BASED PAINT INSPECTION: Buyer ☐ has ☐ has not received the Seller's disclosure of any lead-
 207 based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer ☐ has ☐ has not received the
 208 pamphlet "Protect Your Family From Lead in Your Home".

209 ☐ BUYER SELECTS THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint
 210 Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection
 211 contingency of this Contract.

212 ☒ BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.

213 ☐ NOT APPLICABLE.

214 SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY UNKNOWN AND/OR DISCLOSED
 215 DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY
 216 REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND
 217 HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS
 218 OF SUCH INSPECTION(S).

219 14. PROPERTY SURVEY: Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer. If
 220 Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.

Buyer's Initials SHP Date / Time _____ Seller's Initials DRE Date / Time 10/19/17

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221 **15. OTHER CONTINGENCIES/AGREEMENTS:** ☐ See attached Addenda which are signed by all parties and incorporated
 222 into this Contract:

223 Seller agrees to keep all utilities on until closing

224 Contingent upon clear title search - buyer to purchase owners title
 225 insurance

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7:49AM EST

DRE 1-19-17

226
 227
 228 **16. TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses
 229 caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is
 230 issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of
 231 owner's title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not
 232 required, is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide
 233 protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to
 234 owner's title insurance prior to Closing.

235 ☒ Buyer selects an Owner's Policy of Title Insurance. If checked, Seller shall pay an amount not to exceed \$300 towards
 236 the purchase of an Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the
 237 Owner's Policy of Title Insurance premium. Seller's contribution is payable only if Buyer has selected to obtain the
 238 Owner's Policy of Title Insurance at Closing, so that Seller's contribution may be deducted from the proceeds paid to
 239 Seller at Closing. This amount shall be in addition to Seller-paid settlement charges stated in Section 3, if any. *Note: Buyer*
 240 *has the option to purchase an Owner's Policy of Title Insurance without Seller contribution, outside the terms of this*
 241 *Contract, if not selected at this time.*

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01/20/17
7:49AM EST

242 **17. TAXES AND ASSESSMENTS:** At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and
 243 assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a pro rata share, calculated
 244 as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing,
 245 and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the
 246 Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has
 247 indicated that Buyer is acquiring the Real Estate for agricultural purposes. ☐ If checked, Buyer hereby states that Buyer will
 248 use Real Estate for agricultural purposes and expressly waives Seller's payment to Buyer of the estimated agricultural tax savings
 249 subject to CAUV recoupment.

250 **TAX PRORATIONS:** All prorations shall be based upon the most recent available tax rates, assessments and valuations. It is
 251 the intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

252 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays
 253 entire taxes due which cover the tax period(s) up to the date of Closing. If new construction, Long Proration method shall apply.

254 ☐ Short Proration Method: ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS TO BE USED -
 255 Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the
 256 most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of
 257 days from the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method
 258 shall be applicable and shall supersede the provision to use the Long Proration Method.

259 **ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated on the long proration method.

260 Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ
 261 from the amounts prorated at Closing; however, all Closing prorations shall be final, except for the following: (i.e., tax abated
 262 property, new construction, etc.) none

263 Buyer shall assume
 264 responsibility for above items upon Closing. The Real Estate may contain a newly-constructed residence which at the time of
 265 Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows
 266 taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes
 267 assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are
 268 issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately
 269 pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall
 270 survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.
 271 Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

272 **18. OTHER PRORATIONS:** It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and
 273 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of
 274 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of
 275 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as
 276 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage
 277 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations
 278 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;
 however all Closing prorations shall be final.

Buyer's Initials

JMP
01/19/17
7:49AM EST

Date / Time

Seller's Initials

DRE

Date / Time

1-19-17

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279 **19. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:
280 ACS Title, Hamilton, Ohio 45013 (name of title company, if known).

281 Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller shall be
282 responsible for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, settlement fees
283 chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real
284 Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar
285 Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or
286 fiduciary deed, if applicable, in fee simple absolute, with release of dower, on 30 days or earlier from acceptance,
287 or earlier as mutually agreed by the parties to be the date of Closing. Title shall be free, clear and unencumbered as of Closing,
288 with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal
289 highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments
290 of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium
291 association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise):
292 none. Seller shall have the right at Closing to pay out of the Purchase Price any
293 and all encumbrances or liens. Make deed to: John M. Pellegrini

294 **20. POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given ☐ at Closing
295 ☐ on or before _____ o'clock ☐ (A.M.) ☒ (P.M.) ☒ (Noon) EASTERN/DAYLIGHT STANDARD TIME on
296 at Closing, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall
297 have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final
298 meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered
299 from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove
300 all personal possessions not included in this Contract and shall remove all debris. Time is of the essence. If Seller fails to vacate as
301 agreed, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as
302 a result of Seller's failure to vacate.

303 **21. AGENCY DISCLOSURES:** Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure
304 statement(s).

305 **22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES:** An Affiliated Business Arrangement Disclosure ☒ has
306 ☐ has not been executed in conjunction with this contract.

307 **23. COMPANY SPECIFIC PROVISIONS:** _____
308 _____
309 _____
310 _____
311 _____

312 **24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR® shall disclose
313 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.
314 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and
315 Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without
316 the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing and other concession data upon inquiry and to
317 the M.L.S. sold database, as applicable, to the extent necessary to adjust price to accurately reflect market value.

318 **25. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied
319 agreement exists. Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies
320 shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs,
321 administrators, executors, successors and assigns. Faxes and Internet transmissions are an acceptable method of communication
322 for physical delivery of the Contract in this transaction and shall be binding upon the parties.

323 **26. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile
324 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in
325 connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be
326 recorded at or after Closing or as may be required by Buyer's lender and/or the title insurance company and/or escrow agent.

327 **27. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information
328 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and
329 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,
330 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or
331 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

332 **28. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision
333 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this
334 Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or
335 sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or
336 endorse the services and/or products of such companies or sources.

Buyer's Initials JP 01/11/17 Date / Time _____

Seller's Initials JP 01/11/17 Date / Time _____

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337 **29. EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing and physically delivered to Buyer or
 338 Buyer's agent on or before 5 o'clock ☐ (A.M.) ☒ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT
 339 STANDARD TIME 01/20/2017. The Buyer has read, fully understands and approves the foregoing
 340 offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter
 341 into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

John M. Pellegrini	<i>John M. Pellegrini</i>	dotloop verified 01/19/17 11:12AM EST 7245-11078 9UCW 639L
Print Buyer's Name	Buyer's Signature	Date/Time
Print Buyer's Name	Buyer's Signature	Date/Time
Buyer's Address		

342 **30. ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the
 343 signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are
 344 necessary in order to convey the Real Estate. Seller hereby: ☒ accepts said offer and agrees to convey the Real Estate according
 345 to the above terms and conditions, ☐ rejects said offer, or ☒ counteroffers according to the above modifications initialed and
 346 dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or
 347 Seller's agent on or before 5 o'clock ☐ (A.M.) ☒ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME
 348 1/20/2017

Douglas H. [Signature]	<i>Douglas H. [Signature]</i>	<u>1-19-17</u>
Print Seller's Name	Seller's Signature	Date/Time
Print Seller's Name	Seller's Signature	Date/Time

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

REALTORS® TO COMPLETE THE SECTION BELOW WHICH IS NOT A PART OF THE PURCHASE CONTRACT

SELLING REALTOR® Firm: (Principal) Broker Name Century 21, Thacker & Assoc.
 Address 3996 Oxford-Millville Rd., Oxford, OH 45056
 Broker State License Number _____ Broker MLS Number _____
 Contact (Agent) Name Tammy K. Thome
 Contact (Agent) State License Number _____ Agent MLS Number _____
 Contact (Agent) Email and Phone tammythomec21@gmail.com 5135242221

LISTING REALTOR® Firm: (Principal) Broker Name Oxford Real Estate
 Address _____
 Broker State License Number _____ Broker MLS Number _____
 Contact (Agent) Name Donna Gross
 Contact (Agent) State License Number _____ Agent MLS Number 212257
 Contact (Agent) Email and Phone Donna G. Oxre.com 513 225 7837

1. RECEIPT OF EARNEST MONEY

I hereby certify receipt of Earnest Money in the amount of \$500.00 and further certify
 that the funds have been submitted for deposit with Century 21, Thacker on _____ (date)
 in accordance with terms herein provided.

Print REALTORS's Name/Firm	REALTOR's Signature	Date/Time
----------------------------	---------------------	-----------

3. DELIVERY OF FINAL CONTRACT TO Oxford Real Estate **ON** _____
 (Agent's Name) (Date/Time)

All applicable timelines run from this date.

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Addendum #1

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.
Approved by Board Legal Counsel
(If not understood, seek legal advice. For real
estate advice, consult your REALTOR®.)



The undersigned Buyer and Seller, having executed a Purchase Contract
contract dated January 19, 2017, ("Contract") covering the real property known as
4134 Millville Oxford Rd., Oxford, OH 45056, further agree as follows:

Seller requires explicit approval of Oxford City Council to approve the sale.

This approval is accomplished by Ordinance requiring 2 readings and a 30 day waiting period.

For this purchase contract the 1st reading would be February 7, 2017 and the 2nd reading would be
February 21, 2017. Assuming approval of Council, the earliest closing date would be March 23, 2017.

This addendum, upon execution by the parties, becomes an integral part of the Contract. Except as amended or modified
by this addendum, the Contract, in all other respects, remains the same.

Date: _____

John M. Pellegrini

dotloop verified
01/20/17 7:49AM EST
35RK-9VMJ-LBWU-LZ8U

Buyer

Witness: _____

Date: 1-19-17

Bonnie R. Elliott
Seller

Seller

Witness: *Dana H. Hays*

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE **REDHAWK TITLE, LLC**

Date: 01/19/2017

Property: 4134 Millville-Oxford Rd., Oxford, OH 45056

Please accept this document as notice under the Real Estate Settlement Procedures Act that Century 21 Thacker and Associates has a business relationship with Redhawk Title, LLC. More specifically, Sarah Bunza, Inc., Century 21 Thacker and Associates ("Century 21 Thacker"), and Sojourners Title Agency, LLC ("Sojo Title") have entered into an Affiliated Business Arrangement, wherein Century 21 Thacker owns 24%, Sarah Bunza, Inc. owns 25%, and Sojo Title owns 51 % of Redhawk Title, LLC. Because of this relationship, this referral may provide Century 21 Thacker a financial or other benefit.

Set forth below are the estimated charges or range of charges for Redhawk Title, LLC. You are NOT required to use Redhawk Title, LLC as a condition of:

- The settlement of your loan on or for the purchase of your property or any refinancing of that property; or
- The receipt of title insurance on said property

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES.

The rates quoted by Redhawk Title, LLC may not be the lowest available and are subject to change. Actual charges may vary according to the particular circumstances underlying the transaction including but not limited to: (1) the property value; (2) coverage and limits; (3) other requested services and services; (4) unusual market conditions; and (5) other circumstances. For a free, no obligation quote, please contact Redhawk Title, LLC directly at (513) 333-7200.

• Owner's title policy and Lender's title policy

Charges are based on coverage provided. Call for quote (based on rates filed with the State of Ohio Department of Insurance).

• Closing Protection Coverage

\$40.00 lender
 \$20.00 buyer
 \$33.00 seller

• Settlement Services / Closing Fee

\$400-\$500.00 buyer
 \$25.00-\$50.00 seller

• Attorney Fees (Deed Preparation)

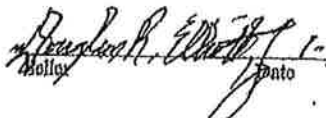
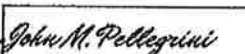
\$100.00 (Seller)

• Recording Fees

Actual cost as amounts vary based on county. Please call for a quote.

ACKNOWLEDGEMENT

I/we have received and read this AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE document, understand that the Ownership of Century 21 Thacker is referring me/us to purchase the above described services, and understand that Century 21 Thacker may receive a financial or other benefit as the result of this referral.

	<u>1-19-17</u>		dotloop verified 01/19/17 11:15AM EST NR316-QZ24-4550-YN05
Buyer	Date	Buyer	Date
	<u>1-19-17</u>		
Seller	Date	Buyer	Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 4134 Millville-Oxford Rd.

Buyer(s): John M. Pellegrini

Seller(s): City of Oxford

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Tammy K. Thome, and Century 21, Thacker
AGENT(S) BROKERAGE

The seller will be represented by Donna Gross, and Oxford Real Estate
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) work(s) for the buyer and Agent(s) work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:*

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) and real estate brokerage will
- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:*
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

John M. Pellegrini
BUYER/TENANT
BUYER/TENANT

dotloop verified
01/10/17 11:10 AM EST
TM00-ykt-jp0-MFW

Donna Gross
SELLER/LANDLORD
SELLER/LANDLORD

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Buyer's Initials:



Seller's Initials:



**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 7, 2017

Jung-Han Chen
Prepared By:

Account Code No. #:

Budgeted Amount:

January 25, 2017
Date Prepared:

PC-2016-22, PRELIMINARY & FINAL PLANNED DEVELOPMENT, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, The Verge, **GMS Acquisitions LLC, Applicant/Agent**

Recommendation: Approval

Discussion:

The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut Street. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on the site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot.

Summary of this project: The project site is located on both sides of Arrowhead Drive and consists of 11 existing buildings that currently has a total of 188 dwelling units, with the capacity of 460 occupants. The plan is to demolish all 11 buildings and to construct 3 buildings back on the site for a total of 128 dwelling units, with the anticipated capacity of 400 occupants. The entire project will be constructed at the same time, in a single phase. The size of the site on the east side of Arrowhead is approximately 3.09 acres and the size across the street is 2.97 acres.

The applicant also operates the development to the north, Chestnut Place. This project contains an amenity space that would also be available to the residents of this project. The new buildings will be 3-stories in height and have a mixture of building materials in an attempt to fit into the neighboring building facades. Currently, there are six (6) driveways on both sides of Arrowhead. The proposed redevelopment will reduce the number of driveways to two (2).

The Planning Commission went through a lengthy discussion about this project and the design standards of the project and based upon the revised site plan submitted on 1-10-17 and the presentation made by the Applicant, the Planning Commission voted 7-0-0 recommending approval to City Council by waiving the site development regulations as identified by staff and subject to the following conditions:

Waived Site Development Regulations:

1. The contiguous requirement of land area for the Planned Development project;
2. The lot coverage issue;
3. The setback issue;
4. Open space requirement per Planned Development regulations.

Conditions:

1. Additional trees shall be planted and evenly distributed among the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff will work with the Applicant concerning the distribution of these trees.
2. The parking spaces on the south side of the drive between Buildings A and B will be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

Approved By:

Department Head:

City Attorney:

City Manager:

JHC / *1/25/17*
DRE / *2/2/17*

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE PLANNING COMMISSION'S RECOMMENDATION FOR PRELIMINARY AND FINAL PLAN APPROVAL FOR REDEVELOPMENT OF THE MIAMI VILLAGE APARTMENT COMPLEX LOCATED ON ARROWHEAD DRIVE AND E. CHESTNUT STREET WITH CONDITIONS.

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

SECTION 1: In accordance with Oxford Codified Ordinance Section 1145.10, the Oxford Planning Commission held a public hearing on January 10, 2017 on the application of Guy Totino, GMS Acquisition LLC, Applicant, for approval of a preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto.

SECTION 2: The Planning Commission, after due deliberation, approved a motion recommending the waiver of certain site development regulations, and the approval of the preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto and incorporated herein with conditions.

SECTION 3: Council having considered the decision standards in Oxford Codified Ordinance Section 1145 hereby accepts the action of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and incorporates the same herein, including the waiver of certain site development regulations, which are the contiguous requirement of land area for the Planned Development Project, the lot coverage issue, the setback issue, and the open space requirement per Planned Unit Development regulations, and further grants approval of the preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto and incorporated herein with the following conditions:

1. Additional trees shall be planted and evenly distributed among the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff shall work with the applicant regarding the distribution of said trees.
2. Parking spaces on the south side of the drive between Buildings A and B shall be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

SECTION 4: 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)

JAN 10, 2017
Planning mt

SITE LAYOUT NOTES

- [illegible]

KEYED NOTES

- 7 CUBA SPRINGS
 8 HANCE BELL
 9 MINNOM LEGGABLE TYP.
 10 GAIN TOWN
 11 HUNTERMAN
 12 HUNTERMAN
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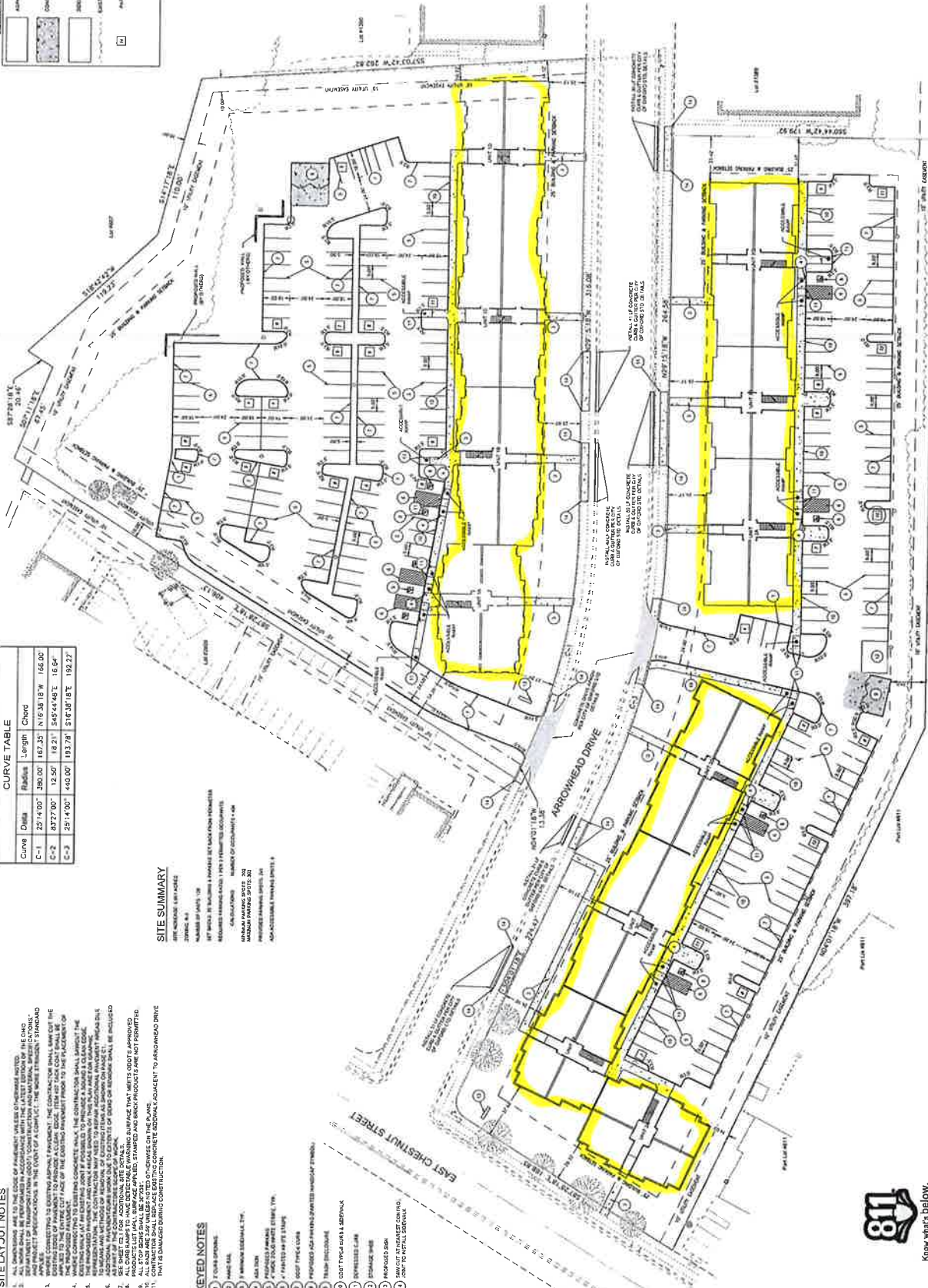
SITE SUMMARY

[illegible]

Curve	Delta	Radius	Length	Chord
C-1	25° 14' 00"	390.00'	167.35'	N 16° 38' 18" W 155.00'
C-2	93° 27' 00"	12.50'	18.21'	S 45° 44' 48" E 16.64'
C-3	25° 14' 00"	440.00'	193.78'	S 16° 38' 18" E 192.22'

LEGEND

- | | |
|---|-------------------|
|  | ASPHALT PAVEMENT |
|  | CONCRETE PAVEMENT |
|  | GRAVEL |
|  | GRASS |
|  | WATER |



Know what's below.
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION



"A" 1 of 2

THE VERGE
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

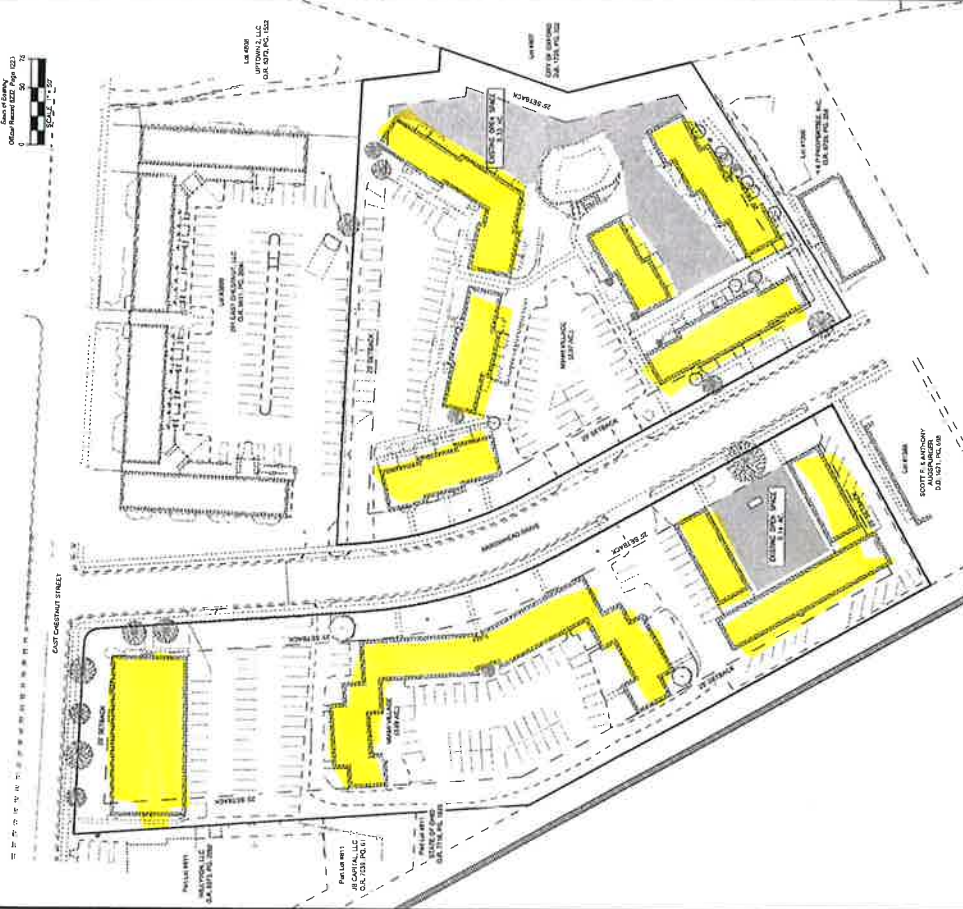
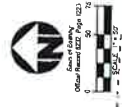
SITE PLAN

bayer
www.bayer.beckler.com
110 S College Avenue, Suite 101
Oxford, OH 45056 • 513 523 4270

C2.0

Existing

OPEN SPACE
(EXISTING CONDITIONS)

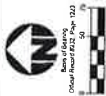


OPEN SPACE

TOTAL LOT ACREAGE = 6.081 AC	
REQUIRED OPEN SPACE = 1.21 AC (20%)	
EXISTING CONDITIONS	LOT AREA
6.081 AC (7.72%)	0.47 AC
PROPOSED CONDITIONS	LOT AREA
6.081 AC (8.59%)	0.52 AC
PROPOSED CONDITIONS WITH SETBACK	LOT AREA
6.081 AC (20.85%)	1.27 AC
NET INCREASE IN OPEN SPACE = 0.05 AC (1.37%)	

Proposed

OPEN SPACE
(PROPOSED CONDITIONS)



LEGEND

	OPEN SPACE
	OPEN SPACE & SETBACK

"A" 2 of 2

CHESTNUT ROW
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

OPEN SPACE PLAN



SHEET: 2/2

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

<u>Report Date</u>	February 7, 2017
<u>Case Number</u>	PC-2016-22
<u>Applicant Information</u>	Guy Totino GMS Acquisition LLC
<u>Requested Action</u>	Preliminary & Final Planned Development
<u>Summary of Request</u>	Redevelopment of Miami Village Located east and west of Arrowhead Drive, south of Chestnut Street
<u>Public Hearing Information</u>	A Public Hearing took place at 118 W. High Street on January 10, 2017. A Public Hearing notice was published in the Journal News on December 11, 2016. Courtesy notices were mailed to adjacent property owners on December 20, 2016. Multiple signage was posted at the site on January 3, 2017.
<u>Commission Action</u>	The Planning Commission voted 7-0-0 recommending approval with conditions.
<u>Commission Findings and Conclusions</u>	The Planning Commission discussed at length this project and vision of the area.
<u>Exhibits Submitted to the Commission</u>	1. Staff Report Dated January 3, 2017 2. Interoffice Review Transmittal Sheets 3. Surrounding Property Owner Notifications Map 4. Staff submitted aerial photograph of site 5. Letter of Agency 6. Applicant Submitted Revised Site Plan at the January 10, 2017 Planning Commission Meeting 7. Planned Development Application and Pertinent Documents Submitted by Applicant

City of Oxford
Community Development Department
STAFF REPORT
To
Planning Commission

Case # PC-2016-22

Date – January 10, 2017

APPLICATION

Applicant:	Guy Totino, GMS Acquisition LLC
Location:	902, 909, 912, 1007 and 1008 Arrowhead Drive (parcel number # H4100-114-000-003, 004,005, 006, 007, 008, 009, 013 and 014, 6.06 acres
Proposed Owner:	
Current Owner:	Brookside At Chestnut, LLC
Action Request:	The Verge (f.k.a. Chestnut Row) Preliminary and Final Planned Development – redevelopment of Miami Village, east and west of Arrowhead Drive, south of Chestnut St.
Current Use:	Multi-family dwellings
Surrounding Existing Land Uses:	Multi-family dwellings to the south, single/multi family dwelling to the north, railroad track to the west and cemetery to the east.

DESCRIPTION

The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut St. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot.

This is a combined Preliminary and Final PUD application because this is a single phase development that redevelopment of the sites from both sides of Arrowhead would take place during the same timeframe.

SITE HISTORY

It is believed that these buildings were built in 1970's and 80's.

PLANNED DEVELOPMENT

PURPOSE:

Planned Development Common Goals from Section 1145.01(a)

- (1) Planned developments share these common goals:
 - A. Protect the neighbors of a planned development and the City in general to at least the same degree normally inherent in the Zoning Code.
 - B. Produce a development equal to or better than that resulting from single-use or traditional subdivision
 - C. Have a site and situation that permits comprehensive planning both on the site and relative to its immediate surroundings
 - D. Result in a design in which the placement, height, and uses of buildings, vehicle management areas, and open spaces efficiently utilize potentials of the site

- E. Include covenants, easements, and other private measures that will help ensure the long-term administrative viability of a development
- F. Be functional within a time period that helps ensure a viable development

(2) Infill (already within corporate limits) development also satisfies the following goals:

- A. Fully utilize sites that could not be fully utilized because of their shape or because of their location relative to available public access.
- B. Increase geographic efficiencies of existing utilities such as public streets, water, sewer, electric, telephone, and cable by using them where they are already available.
- C. Help keep development from sprawling to and beyond the municipal boundaries of Oxford.

PROCESS:

1145.06 PLANNING COMMISSION AND COUNCIL REVIEW

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approvals require a Planning Commission recommendation and Council approval.

The Planning Commission shall base its review of a proposed planned development upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

The general decision standards for approval of a preliminary and final planned development are substantially similar. The final plan requires greater detail and is subject to additional decision standards.

If, at any time, the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

- (a) Burden of Proof. Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a planned development. This Zoning Code assumes that a planned development is appropriate only if an applicant proves that the proposed uses and design will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

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.

- (b) General Decision Standards. All planned developments shall satisfy these general decision standards:

- (1) The proposed planned development is in fact permitted in the zoning districts in which it is proposed.
- (2) If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.
- (3) The uses and site plan will satisfy the general intent of this Zoning Code.
- (4) The uses and site plan will be compatible with the general intent of the Comprehensive Plan.
- (5) The size and shape of the site are sufficient for the proposed planned development.
- (6) The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.
- (7) 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.
- (8) Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.
- (9) 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.
- (10) Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.

- (11) 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.
- (12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.
- (13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

DESIGN REQUIREMENTS

The requirements for Planned Developments, pertaining to the proposed Planned Development are outlined under Section 1145.12 for any projects to adhere to.

COMMENT FORMS

All property owners within 200 feet have been notified by letter, and signs have been posted on the property and a notice has been placed in the newspaper.

AGENCY REVIEWS

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

Police:	Returned with comments
Fire:	Returned without comment
Service/Engineering:	Returned with comments
Econ. Dev.	Returned with comments

ANALYSIS

Summary of this project: The project site is located on both sides of Arrowhead Drive and consists of 11 existing buildings that currently has a total of 188 dwelling units, with the capacity of 460 occupants. The plan is to demolish all 11 buildings and to construct 3 buildings back on the site for a total of 128 dwelling units, with the anticipated capacity of 400 occupants. The entire project will be constructed at the same time, in a single phase. The size of the site on the east side of Arrowhead is approximately 3.09 acres and the size across the street is 2.97 acres.

The applicant also operates the development to the north, Chestnut Place. This project contains an amenity space that would also be available to the residents of this project.

The new buildings will be 3-story in height and have a mixture of building materials in an attempt to fit into the neighboring building facades.

Currently, there are six (6) driveways on both sides of Arrowhead. The proposed redevelopment will reduce the number of driveways to two (2).

Development Regulations reviews:

There are design requirements outlined in the Planned Development Chapter 1145 that this project will need to adhere. There are also site development regulations of the underlying district, R-3 Multi-Family Residential, that this project needs to follow. This report will highlight those issues for the Commission to review.

1. Lot area:
 - a. PUD: one (1) **contiguous acre** or more.
 - b. R-3: Minimum of 9,000 Sq. Ft. for three-family dwelling and the occupancy is limited to one person per 450 square feet of lot are for multi-family dwelling use.

Review: The proposed development consists of two tracts of land separated by a public street that *are not contiguous to each other*. The proposed development is within the maximum density.

2. Setbacks:

- a. PUD-25' **perimeter** setback for residential development. All building and vehicle management areas shall be setback from the perimeter of a planned development.
- b. R-3 – **30' on front setback**, 45' on rear setback and 15 feet on side yard setback.

Review: The proposed development delineates the perimeter setback of the Planned Development requirement. It shows that a portion of a building and vehicle management area will encroach into the perimeter setback. There is an area of the proposed buildings (A and C) that does not meet the perimeter setback. Additionally, the proposed building layout does not conform to the R-3 front yard setback.

3. Lot coverage

- a. PUD- 40% for residential development
- b. R-3- **50% and up to 70% with storm water management plan reducing run-off on a one to one ratio.**

Review: The proposed development will present 57.75% of lot coverage.

4. Open Space

- a. PUD- No development shall have less than 20 percent of open space, not including the required setbacks, and shall be 40% for residential planned development as regulated according to the underlying district.
- b. R-3 (Lot coverage)

Review: The proposed development shows 8.75% of open space.

5. Landscaping and Screening

- a. The required setback shall be retained in natural woods or suitably landscaped with grass, ground cover, shrubs, trees, or earthen mounds.

Review: See review comments on #2 Setbacks.

6. Access and Mobility

- a. Adequate pedestrian connectivity shall be provided to and through a planned development

Review: Since this is a planned development project crossing a public street, a well-planned pedestrian connectivity needs to be provided. Additionally, the amenity space will be located on building C further requires pedestrian connectivity to allow safe passage from building A and B to building C.

7. Parking and Site Access: All residential uses of more than three dwelling units must meet the non-residential parking requirement, except for the number of parking spaces required. The following items are not consistent with the requirements of the Chapter 1149 Parking and Site Access.

- a. Loading space: One loading space is required for residential uses more than three (3) units, per Section 1149.05 (e)(2)A.1.
- b. All parking lot light fixtures shall be a maximum of 16 feet above the adjacent ground. The glare shall not exceed 1.0 lumen at any property line, 1149.05 (e)4.D and 1141.04 (f)(4). The applicant has indicated that the height of light poles for this project will be 16 feet. However, the photometric plan was not clear how the glare would be limited to 1.0 lumen at property line.
- c. Pedestrian Safety
 - i. Pedestrian Safety. Parking lot 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 locations on the site. The internal circulation system

shall be clearly defined. For example, walkways shall be incorporated into the median or landscape of some double loaded parking bays that terminate close to access points such as building entries....

- ii. Materials and width. 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 different color that is integral to the material.

In addition to the previous comment concerning the safe passage for pedestrians, clearly marked crosswalks need to be provided connecting building A and B. Additional pedestrian crosswalks should be provided for the parking lot behind building C to allow pedestrians a clear path to building C. A sidewalk should also be provided on the north side of building B, similar to the one on the south side of building A.

There are discrepancies between the architectural drawings and site plan in terms of the building footprint. Staff believes this issue will be resolved with the revised drawings from the architect.

RECOMMENDATION

There are varying design issues that are not conforming to the Planned Development design requirements, or the underlying district's site development regulations. Staff does not have any objections to the approval of this project to the Planning Commission, given that this is an infill development and improvement of streetscape of the area. It needs to be noted that the recommendation of approval from the Planning Commission would in essence granting variances to the following items:

1. The contiguous requirement of land area for the Planned Development project;
2. The lot coverage issue;
3. The setback issue;
4. Open space requirement per Planned Development regulations.

However, the following issues still need to be reviewed and considered by the Planning Commission concerning this Combined Preliminary and Final Planned Development:

1. Pedestrian safety issue in the parking lot and between buildings, and crossing Arrowhead Drive.
2. The proposal only shows two refuse collection facilities for the entire project. Is that sufficient for the anticipated number of residents of the project?
3. Any safety concerns for open access to railroad track?

SUBMITTED

BY:


Jung-Han Chen,
Community Development Director

DATE: January 3, 2016

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

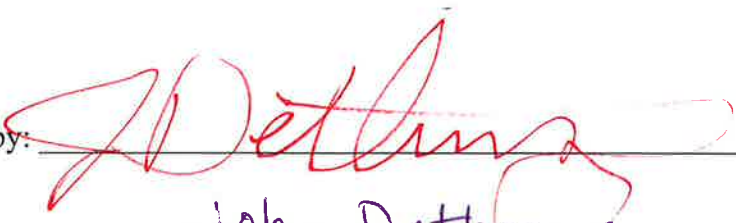
PC-2016-22 PRELIMINARY & FINAL PLANNED DEVELOPMENT, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, **GMS Acquisitions LLC**, **Guy Totino, Applicant/Agent**

 X Review Revisions Other

Please return no later than: **January 2, 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: 12-6-16

John Dethenage
PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

PC-2016-22 PRELIMINARY & FINAL PLANNED DEVELOPMENT, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, **GMS Acquisitions LLC**, **Guy Totino, Applicant/Agent**

 X Review Revisions Other

Please return no later than: **January 2, 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 12-19-16

JP

Drawings reviewed by: *V. Popescu* Date: 12-19-16

 VICTOR POPESCU
PRINTED NAME



Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: Chestnut Row

DATE: December 19, 2016

Below are our review comments of the plans received by the Engineering Division on December 5, 2016.

Plan Sheet 2.1

- Typical Sidewalk Detail – correct the references in the detail.

Plan Sheet C3.1

- Update the City of Oxford Standard Drawings to the current revised Standard Drawings.

Plan Sheet C3.0

- Building 1 – extend the Fire Line to the building.
- All Fire Line connections shall have a Resilient Wedge Valve next to the connections to the water main.
- Curb stops need to be indicated on all domestic water service lines.
- Fire and domestic service lines materials shall comply with the City of Oxford Specifications.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

PC-2016-22 PRELIMINARY & FINAL PLANNED DEVELOPMENT, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, GMS Acquisitions LLC, Guy Totino, Applicant/Agent

 X Review Revisions Other

Please return no later than: **January 2, 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 attached

Drawings reviewed by:  Date: 1/3/17

John A. Jones

PRINTED NAME

Police Chief comments on proposed Chestnut Row development

PC-2016-22 Preliminary & Final Planned Development – redevelopment of Miami Village

1. Name of development - "Chestnut Row" could be confusing for navigation, because of the overuse of "Chestnut" in building and street names. It increases the likelihood for confusion between a resident/guest and a dispatcher. All the entrances for the proposed development are off Arrowhead Drive and therefore a name with Arrowhead seems more appropriate.

See existing examples:

- Chestnut Street – street name
 - Chestnut Lane – street name
 - Chestnut Fields – Miami parking lot/transportation hub
 - Chestnut Hill – residential
 - Chestnut Village – residential
 - Chestnut Place – residential
2. Fencing or barrier along railroad tracks – Currently trees and honeysuckle along with a broken woven fence separate the railroad tracks from the parking lot. There are a few paths that have been worn down. I would recommend a more reliable fence or barrier be constructed along the property line by the railroad tracks.
 3. Access to buildings – if the individuals buildings will have controlled access, I would request that the Police Department be given an access code or Knox box access to the common areas of the apartment building.

Reviewed by: _____



John A. Jones, Police Chief

G. Alan Kysen
PRINTED NAME



PC-2016-22

Surrounding Property Owners Notifications Map

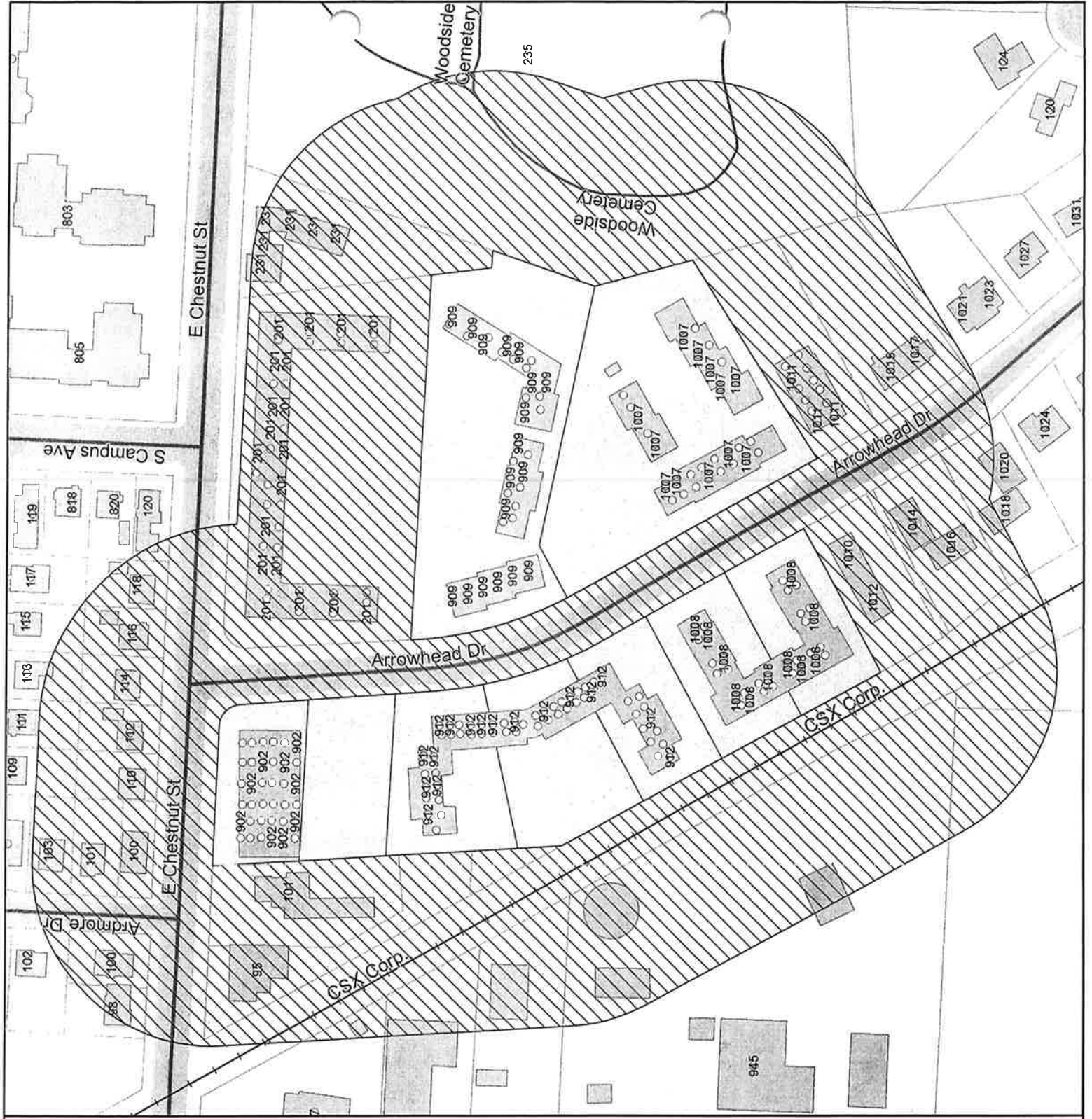
Legend

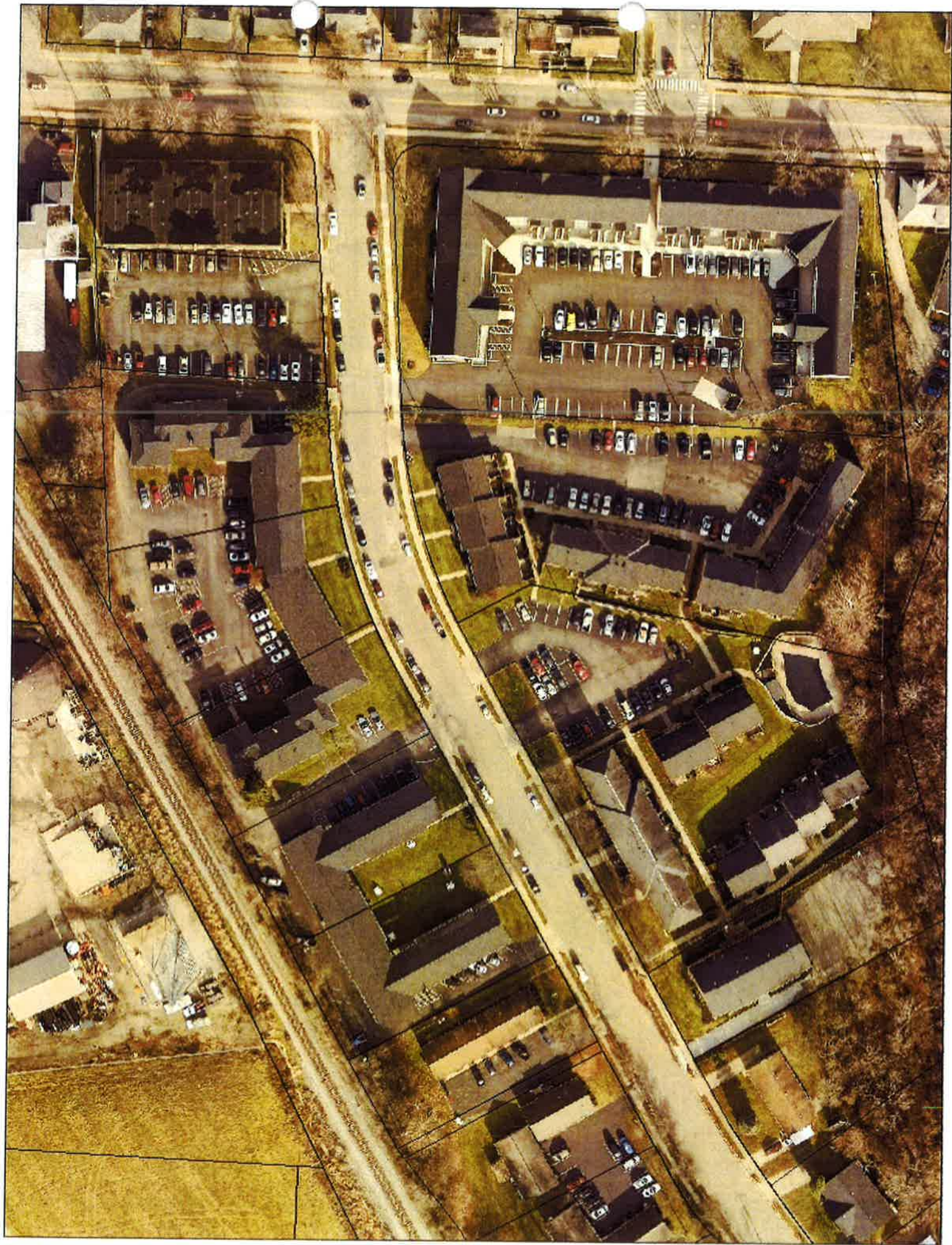
- Subject Parcels
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway



1 inch = 150 feet

Prepared on Tuesday, December 20, 2016
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.





To Whom it may Concern:

Please be advised that GMS Acquisition, LLC has our permission to submit applications for the approval of a Final Planned Development on Lots 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1730, and 1731 within the Brookside of Chestnut Development.

Thank You.

Anthony M. Sansalone

Brookside at Chestnut L.L.C.

11/18/16
Date



Internal Use Only:

Case No.

00-2016-22

Date Filed

11/28/16

Planned Development Application

Application Type

Choose One

☐

Preliminary (\$400)

☐

Final (\$400)

☒

Preliminary & Final (\$400)

Applicant Information

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

Name *

GMS Acquisitions LLC

Mailing Address *

20033 Detroit Road

City, State & Zip Code *

Cleveland, OH 44116

Telephone Number *

440-339-8981

Email Address

guy@newbrookpartners.com

Owner Information

Name *

Brookside at Chestnut, LLC

Mailing Address *

9918 Carver Rd, Ste 110

City, State & Zip Code *

Cincinnati, OH 45242

Telephone Number *

Email Address

Engineer/Surveyor Information

Name *

Bayer Becker

Mailing Address *

110 South College Avenue, Suite 101

City, State & Zip Code *

Oxford, Ohio 45056

Telephone Number *

513-523-4270

Email Address

brookelindholm@bayerbecker.com

Location and Lot Information

Name of Subdivision *

Brookside at Chestnut

Location of Property *

Parcels H4100-114-000-003,004,005,006,007,008,009,013,014

Legal Description *

Entire Lot #1382, 1383, 1384, 1385, 1386, 1387, 1388, 1730, and 1731

Zoning District *

R-3/R-PUD

Total Area *

6.06

Acres

Submission Requirements and Documentation

The application requirements (Section 1145.05¹) for a preliminary and final planned development are different. The final planned development application requires a greater degree of accuracy and completeness than does the preliminary planned development application. This section describes the application content requirements for each step of the process.

Thirteen (13) complete sets of all information shall be submitted with each preliminary and final application. If any information is submitted in color or on non-standard paper, more copies may be required. The Zoning Administrator may modify this requirement based upon

O. Other information as required by the Planning Commission or Council.

(7) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.

(8) Other. Photographs of the existing site and its surroundings.

(b) Final Plan.

- (1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.
- (2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer
- (3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.
- (4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The Butler County Auditor Real Estate Search² is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

Decision Process

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval. The review is based on the General Decision Standards found in Section 1145.06¹.

Fees & Receipt

The required fee for preliminary and final is \$400.00 plus \$100 per acre, plus postage charge. To calculate the postage charge, multiply the number of adjoining properties by current postage rate³.

Sign and Date

Applicant Signature *

Date *

 6-7 TOWNSHIP
11/14/17

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 preliminary plans containing all required information as attachments and a check for fee and postage charges 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 proposed 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 *

11/28/16

Receipt Number *

12 5534

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

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

³ The United States Postal Service: <http://www.usps.com/>



*Where Creativity
Meets Functionality*

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

November 28, 2016

Mr. Sam Perry
Planner
City of Oxford
101 East High Street
Oxford, Ohio 45056

Re: Chestnut Row (redevelopment of Miami Village)
Preliminary and Final PUD Submittal

Dear Mr. Perry:

Enclosed please find the following items in support of GMS Acquisitions LLC's Application for Preliminary and Final Planned Development approval for the redevelopment of Miami Village located on the east and west sides of Arrowhead Drive, south of Chestnut Street. The new development shall be called Chestnut Row.:

- 1) Executed Planned Development Application.
- 2) Checks totaling \$1,021.51 made payable to the City of Oxford for the application fee.
- 3) CD containing a pdf of all the submitted documents.
- 4) 2 copies of drainage calculations.
- 5) Thirteen individual packets containing one (1) copy of each of the following:
 - a. Planned Development Application.
 - b. An Affidavit from Brookside at Chestnut LLC granting GMS Acquisitions LLC permission to submit applications for the approval of a Preliminary and Final Planned Development.
 - c. List of property owners within 200 feet of the site.
 - d. Legal descriptions of the property.
 - e. Site construction drawings including demolition plan, site layout, utilities, grading and landscaping.
 - f. Lot Coverage/Open Space Exhibit.
 - g. Preliminary Building Elevations.
 - h. Final PUD Plan.
 - i. Trash enclosure details
 - j. Proposed signage details.
 - k. Photometric lighting plan, with fixture and pole details.
 - l. Photos of the subject site and surrounding area.
 - m. Traffic Evaluation.
- 6) Applicant:

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>

GMS Acquisitions LLC
20033 Detroit Road
North Ridge Annex Suite E
Cleveland, Ohio 44116
440-339-8981

Owner:

Brookside at Chestnut, LLC
9918 Carver Road, Suite 110
Cincinnati, Ohio 45242

7) Design Professionals:

a. Architect:

PDT Architects, LLC
300 West Fourth Street
Cincinnati, Ohio 45202
513-745-6715

b. Engineer, Surveyor & Landscape Architect:

Bayer Becker
110 S. College Ave., Suite 101
Oxford, OH 45056
513-336-6600

8) Description of use and site:

- a. A legal description of the boundary of the proposed development is enclosed.
- b. The property currently contains 11 multi-family residential buildings containing 189 units.
- c. The property is zoned R-3 Multi Family Residential District.
- d. A description of the proposed planned development:
 - i. The number of housing units by size and type proposed within each phase.
Chestnut Row will consist of 128 residential units contained within 3 buildings. The entire development will be constructed at one time, in a single phase.
 - ii. A description of any nonresidential operations, including types of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles.
Not applicable.
 - iii. The hours of operation of any nonresidential use.
Not applicable.
 - iv. A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.
The developer intends to construct the development in a single phase.
- e. A narrative statement that evaluates the compatibility of the proposed planned development with the general vicinity and adjacent properties.
 - i. How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.

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

<http://www.bayerbecker.com>

The proposed use, multi-family residential, is identical and less dense than the existing multi-family development on the property. GMS Acquisitions LLC also operates the development to the north, Chestnut Place. It is their intention to allow the residents of Chestnut Place to utilize the amenity space within Chestnut Row.

- ii. How any existing structures, proposed structures, and the site design relate adjacent to structures and sites.

The proposed site design addresses the street and creates a sense of a boulevard by pulling the multi-family buildings as close to the street as permitted by zoning (up to the 25' setback). The parking is placed behind the buildings, effectively screening parked cars from the view along the street. The 3-story buildings will compliment the adjacent 3-story and 2-1/2-story structures in massing as well as materials. The design calls for these quality exterior materials to both fit into the neighboring building fabric as well as provide a durable and low maintenance multi-family project:

- 1) Brick veneer that will closely match the reddish brick of the adjacent Chestnut Place project*
- 2) Warm, earth-tone horizontal siding and trim*
- 3) Pitched roofs with dimensional asphalt shingles*
- 4) Cast stone accent pieces*

- iii. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibrations or emissions.

The proposed use, residential, will not involve any operations that create potential nuisances.

- iv. How any potential negative effects on adjacent land will be mitigated.

Chestnut Row will not have a negative effect on adjacent land, as the use of the property will remain the same. Furthermore, the redevelopment of the property will improve the area with the addition of landscaping and updated buildings.

- f. A statement about why the location proposed is appropriate for the planned development.

Arrowhead Drive is an ideal location for the Chestnut Row development for several reasons:

- 1) One of the Land Use Principles of the Comprehensive Plan, indicates that infill development and redevelopment of underutilized sites is a priority.*
- 2) The property is zoned appropriately for multi-family residential development, R-3 multi-family residential.*
- 3) Currently, the property contains 11 multi-family residential buildings with 6 driveways. A planned development will provide an opportunity to construct a more cohesive, improved development consisting of 3 buildings and 2 driveways.*
- 4) Due to the close proximity to Miami University campus, it is an ideal location for students to live.*
- 5) The infrastructure is currently in place to support a residential development.*

- g. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.

The continued market demand for quality student housing places additional pressures on the core neighborhoods and redevelopment of Miami Village will aid in alleviating some of this pressure.

- h. Proposals for the provision of public utilities and services, if insufficient or not available for the planned development, or for the provision of suitable private utilities and services.

Page 4
Mr. Sam Perry
Chestnut Row
November 28, 2016

Public water and sanitary sewer are available to the property. Stormwater detention was not provided for the existing development. The redevelopment of the property will result in a decrease in the impervious area, thus detention will not be provided.

Please place this item on the January 10th Planning Commission Meeting agenda.

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

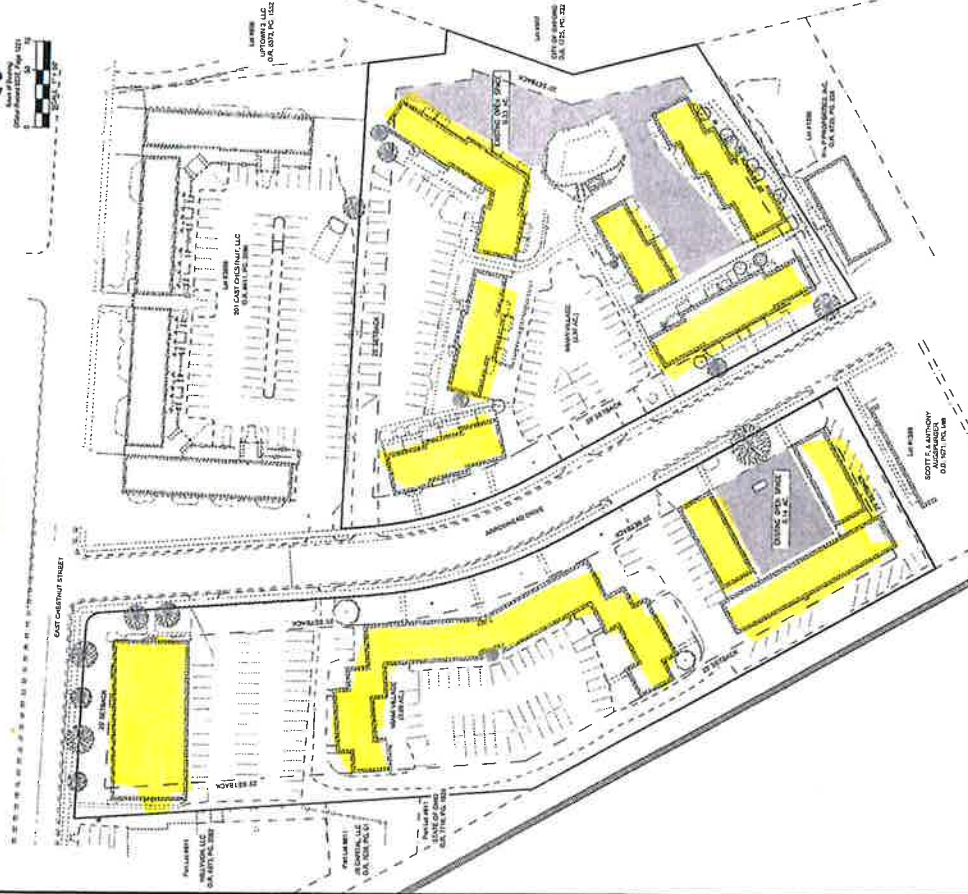
Sincerely,



Brooke Lindholm, PE

Existing

OPEN SPACE
(EXISTING CONDITIONS)

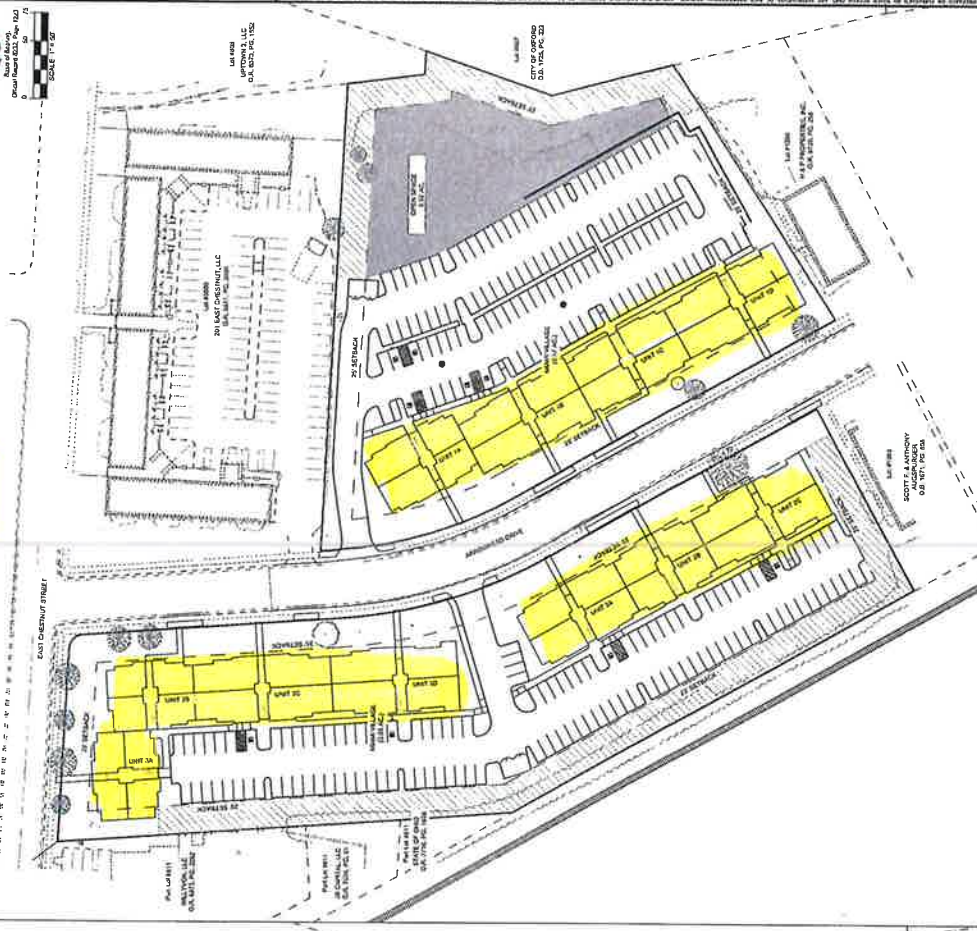


OPEN SPACE
TOTAL LOT AREA = 6.001 AC.
REQUIRED OPEN SPACE = 1.21 AC. (20%)

EXISTING CONDITIONS	PROPOSED CONDITIONS	WITH SETBACK	NET INCREASE IN OPEN SPACE *
0.07 AC. (7.75%)	0.07 AC. (7.75%)	0.07 AC. (7.75%)	0.00 AC. (0.00%)
0.02 AC. (8.98%)	0.02 AC. (8.98%)	0.02 AC. (8.98%)	0.00 AC. (0.00%)
0.08 AC. (20.85%)	0.08 AC. (20.85%)	0.08 AC. (20.85%)	0.00 AC. (0.00%)
0.08 AC. (1.33%)	0.08 AC. (1.33%)	0.08 AC. (1.33%)	0.00 AC. (0.00%)

Proposed

OPEN SPACE
(PROPOSED CONDITIONS)

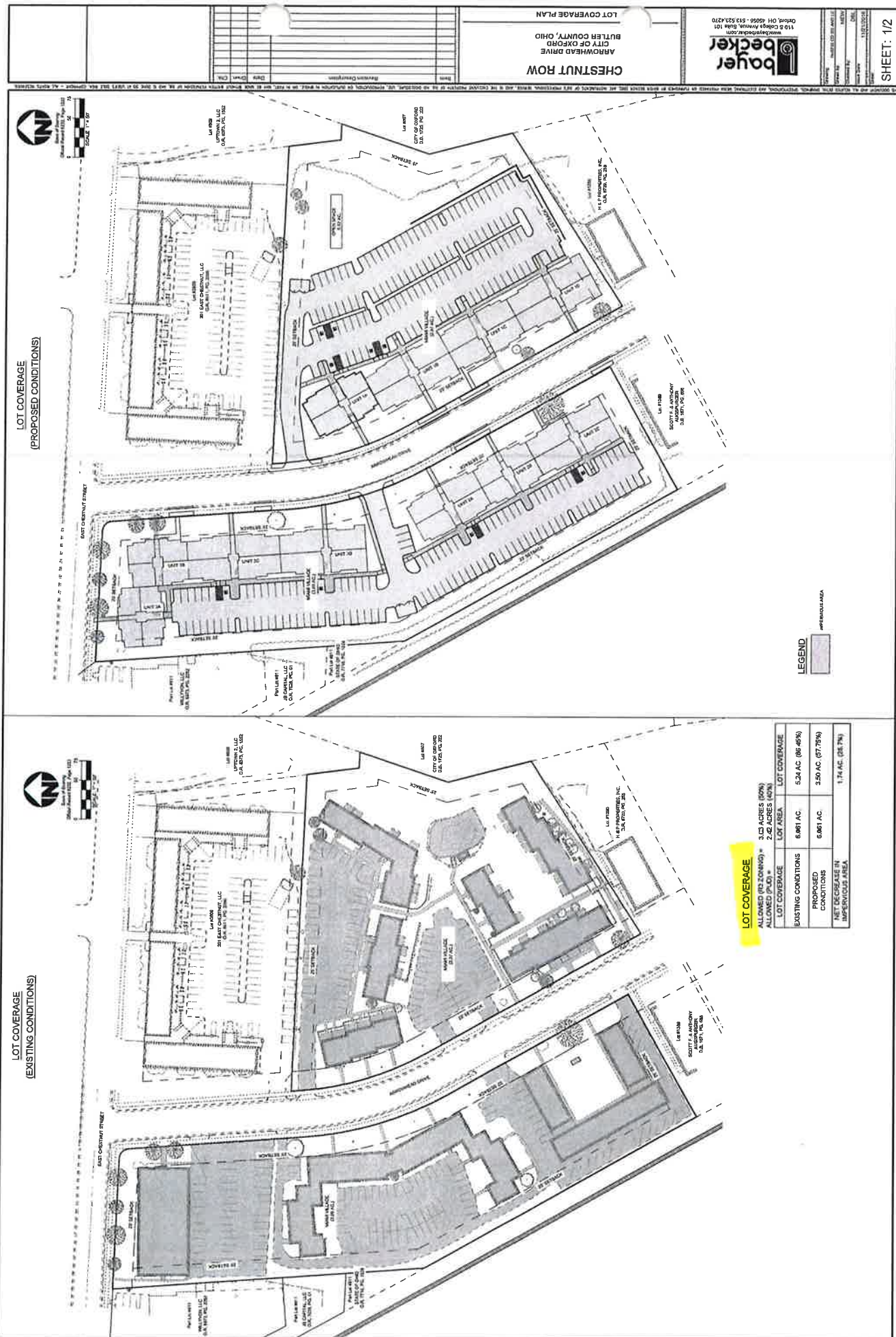


LEGEND

[Yellow Box]	OPEN SPACE
[Hatched Box]	OPEN SPACE IN SETBACK

CHESTNUT ROW
ARROWHEAD DRIVE
BUTLER COUNTY, OHIO
OPEN SPACE PLAN





Date: November 17, 2016
Description: Entire Lots #1730 & #1731
Location: City of Oxford
Butler County, Ohio



Situated in the State of Ohio, Section 26, Town 5, Range 1, Oxford Township, Congress Lands West of the Miami River, City of Oxford, Butler County and being entire Lot #1730 and #1731 of the Re-Plat of Part of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 519, Page "B" and being part of the lands of Brookside at Chestnut, LLC, as recorded in Official Record 6389, Page 1328 of the Butler County, Ohio Recorder's Office and being further described as follows;

Beginning at the southwest corner of Lot #3809 of the Re-Plat of Indian Hills Estates #1 as recorded in Official Record 8851, Page 1830 of the Butler County, Ohio Recorder's Office and being on the easterly right of way of Arrowhead Drive and being the **True Point of Beginning**;

thence, leaving the easterly right of way of said Arrowhead Drive and with the southerly boundary of said Lot #3809, South 87° 28' 18" East, 406.13 feet to the westerly boundary of Lot #808 and being the lands of Uptown 2, LLC as recorded in Official Record 8373, Page 1532 of the Butler County, Ohio Recorder's Office;

thence, leaving the southerly boundary of said Lot #3809 and with boundary of said Lot #808, South 07° 11' 18" East, 67.45 feet;

thence, South 87° 28' 18" East, 20.46 feet to the westerly boundary of Lot #807 and being the lands of the City of Oxford as recorded in Deed Book 1725, Page 322 of the Butler County, Ohio Recorder's Office;

thence, leaving the boundary of said Lot #808 and with the westerly boundary of said Lot #807, South 18° 42' 42" West, 119.23 feet;

thence, South 14° 17' 18" East, 110.00 feet to the northeast corner of Lot #1390 of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 506, Page "B" and being the lands of H & P Properties, Inc. as recorded in Official Record 8729, Page 258 of the Butler County, Ohio Recorder's Office;

thence, leaving the boundary of said Lot #807 and with the northerly boundary of said Lot #1390, South 57° 03' 42" West, 262.82 feet to the easterly right of way of said Arrowhead Drive;

thence, leaving the northerly boundary of said Lot #1390 and with the easterly right of way of said Arrowhead Drive for the following three courses:

- 1) North 29° 15' 18" West, 316.08 feet;
- 2) with a curve to the right, having a central angle of 25° 14' 00", a radius of 380.00 feet, an arc length of 167.35 feet, and a chord bearing and distance of, North 16° 38' 18" West, 166.00 feet;

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

110 South College Ave, Suite 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>

- 3) North 04° 01' 18" West, 13.38 feet to the **True Point of Beginning**, containing 129,249 square feet or 2.967 acres of land, more or less and being subject to all easements, legal highways, restrictions and rights-of-way of record.

Date: November 17, 2016
Description: Entire Lots #1382, #1383, #1384
#1385, #1386, #1387 & #1388
Location: City of Oxford
Butler County, Ohio



Situated in the State of Ohio, Section 26 and 27, Town 5, Range 1, Oxford Township, Congress Lands West of the Miami River, City of Oxford, Butler County and being entire Lots #1382, Lot #1383, Lot #1384, Lot #1385, Lot #1386, Lot #1387 and Lot #1388 of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 506, Page "B" and being part of the lands of Brookside at Chestnut, LLC, as recorded in Official Record 6389, Page 1328 of the Butler County, Ohio Recorder's Office and being further described as follows;

Beginning at the northeast corner of Lot #1389 of said Indian Hills Estates #1 and being the lands of Scott and Anthony Augspurger as recorded in Deed Book 1671, Page 698 of the Butler County, Ohio Recorder's office and being on the westerly right of way of Arrowhead Drive and being the **True Point of Beginning**;

thence, leaving the westerly right of way of said Arrowhead Drive and with the northerly boundary of said Lot #1389, South 60° 44' 42" West, 179.92 feet to the easterly right of way of CSX Railroad;

thence, leaving the northerly boundary of said Lot #1389 and with the easterly right of way of CSX Railroad, North 29° 15' 18" West, 400.77 feet to the southerly corner of part of Lot #811 and being the lands of the State of Ohio as recorded in Official Record 7716, Page 1928 of the Butler County, Ohio Recorder's Office;

thence, leaving the easterly right of way of said CSX Railroad and with the easterly boundary of said part of Lot #811, North 04° 01' 18" West, 397.18 feet to the northeast corner of part of Lot #811 and being the northeast corner of the lands of Willyon, LLC as recorded in Official Record 6973, Page 2282 of the Butler County, Ohio Recorder's Office and being on the southerly right of way of Chestnut Street;

thence, leaving the easterly boundary of said part of Lot #811 and with the southerly right of way of said Chestnut Street, South 87° 28' 18" East, 168.85 feet to the westerly right of way of said Arrowhead Drive;

thence, leaving the southerly right of way of said Chestnut Street and with the westerly right of way of said Arrowhead Drive for the following four courses:

- 1) with a curve to the right, having a central angle of 83° 27' 00", a radius of 12.50 feet, an arc length of 18.21 feet, and a chord bearing and distance of South 45° 44' 48" East, 16.64 feet;
- 2) South 04° 01' 18" East, 224.42 feet;
- 3) with a curve to the left, having a central angle of 25° 14' 00", a radius of 440.00 feet, an arc length of 193.78 feet, and a chord bearing and distance of South 16° 38' 18" East, 192.22 feet;

6900 Tylersville Road, Suite A 110 South College Ave, Suite 101 1404 Race Street, Suite 204
Mason, OH 45040 Oxford, OH 45056 Cincinnati, OH 45202
513-336-6600 513-523-4270 513-834-6151

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

<http://www.bayerbecker.com>

- 4) South 29° 15' 18" East, 264.58 feet to the **True Point of Beginning**, containing 134,773 square feet or 3.094 acres of land, more or less and being subject to all easements, legal highways, restrictions and rights-of-way of record.



Where Creativity
Meets Functionality

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

November 23, 2016

Mr. Victor Popescu, P.E.
City of Oxford
101 East High Street
Oxford, Ohio 45056

Re: Miami Village Residential Development Traffic Evaluation – Existing vs Proposed Redevelopment Impact

Dear Mr. Popescu,

Bayer Becker has completed the following Traffic Evaluation relative to the vehicular impact of the Miami Village Residential Development, a proposed residential redevelopment consisting of approximately 128 dwelling units and located on the east and west sides of Arrowhead Drive, in the City of Oxford, Butler County, Ohio. Miami Village is an existing development consisting of 189 dwelling units that will be raised and rebuilt on the same plot of land. Access to the redeveloped Miami Village Residential Development will be maintained at an existing driveway location approximately 280 feet on the east side and a new/relocated driveway location approximately 370 feet on the west side of Arrowhead Drive; south of East Chestnut Street (centerline to centerline).

Trip generation calculation comparison for the existing development and the proposed redevelopment were determined for the weekday average daily traffic (ADT) and for the AM and PM peak hours of adjacent street traffic using the procedures outlined in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 9th Edition*. The site generated trips are presented in the following table and the precise ITE trip generation excerpts are provided by attachment.

Land Use	ITE Code	Size	Units	ADT	AM Peak Hour			PM Peak Hour		
				Total	Enter	Exit	Total	Enter	Exit	Total
Miami Village Residential Development – Existing	230	189	DU	1,269	19	77	96	79	43	122
Miami Village Residential Development – Proposed	230	128	DU	899	13	53	66	57	31	88
Difference		-61	DU	-370	-6	-24	-30	-22	-12	-34

As shown in the above table, there is a reduction in estimated ADT, AM and PM peak hour trips between the existing and redeveloped Miami Village Residential Development.

East Chestnut Street is classified as an urban minor arterial per the City of Oxford Roadway Alternatives and Classifications Map. Based on the Ohio Department of Transportation (ODOT) traffic counts, the Average Annual Daily Traffic (AADT) for East Chestnut Street east of Arrowhead Drive is 7,652 vehicles per day. Based on the data contained in the ***U.S. Department of Transportation Federal Highway Administration – Highway Functional Classification Concepts, Criteria and Procedures, 2013 Edition***, the traffic volume of an urban minor arterial ranges between 3,000 – 14,000 AADT. Considering the existing mid-range traffic volumes on East Chestnut Street and the impact of the reduction in existing trips generated by the Miami Village Residential Development, the overall traffic impact of the redevelopment project will be minimal.

The ODOT traffic count and the U.S. Department of Transportation data sources are attached.

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

110 South College Ave, Suite 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>

Based upon engineering judgment and the reduction in existing vehicular traffic to be generated by the proposed Miami Village Residential Development, the proposed redevelopment will have a negligible impact on the operations of Arrowhead Drive and the East Chestnut Street/Arrowhead Drive intersection.

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

Sincerely,



Etta M Reed, P.E.

cc: Guy Totino, Newbrook Partners

16-0235 Miami Village Traffic Evaluation - 161101.docx

Apartment (220)

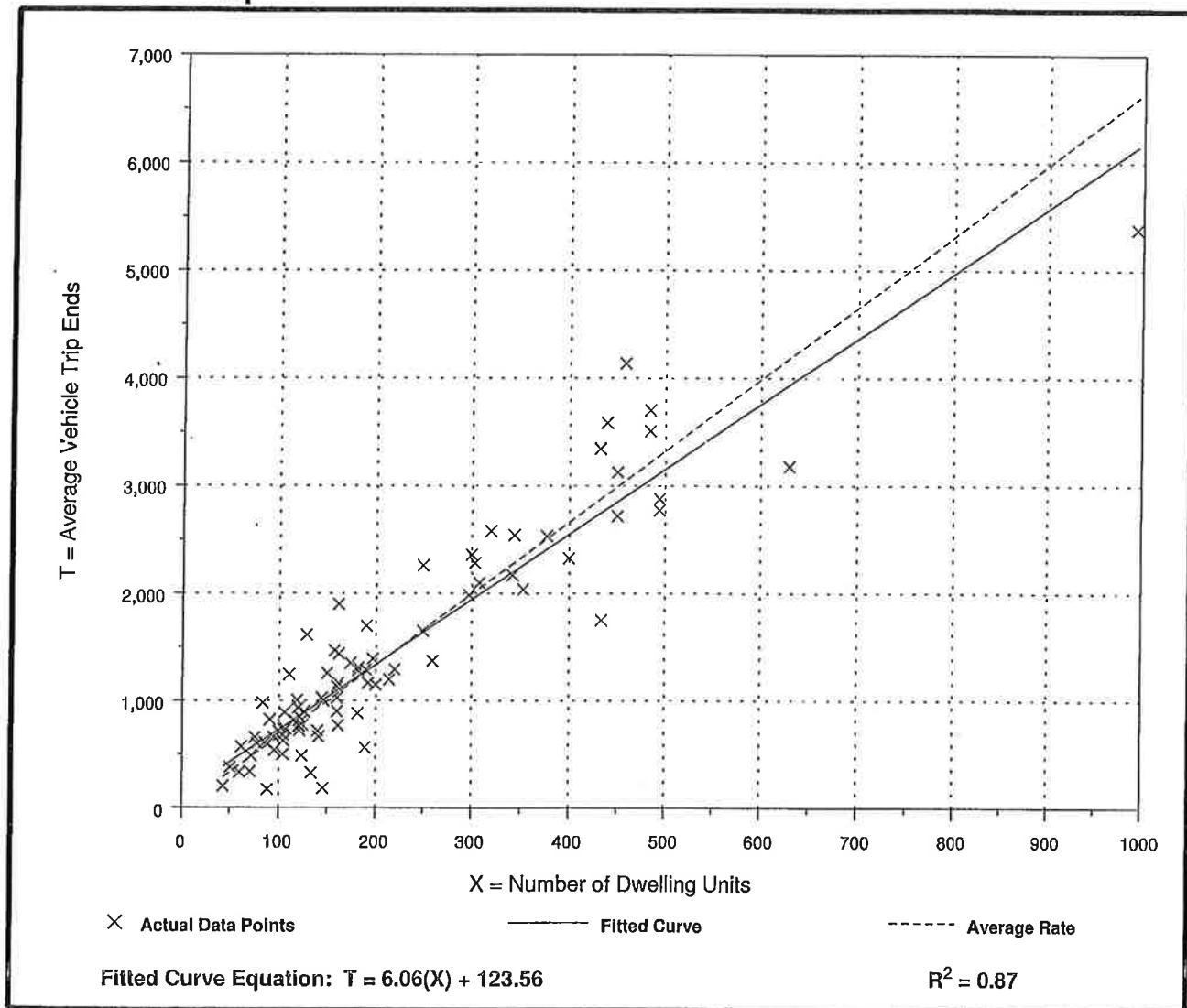
Average Vehicle Trip Ends vs: Dwelling Units On a: Weekday

Number of Studies: 88
Avg. Number of Dwelling Units: 210
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.65	1.27 - 12.50	3.07

Data Plot and Equation



Apartment (220)

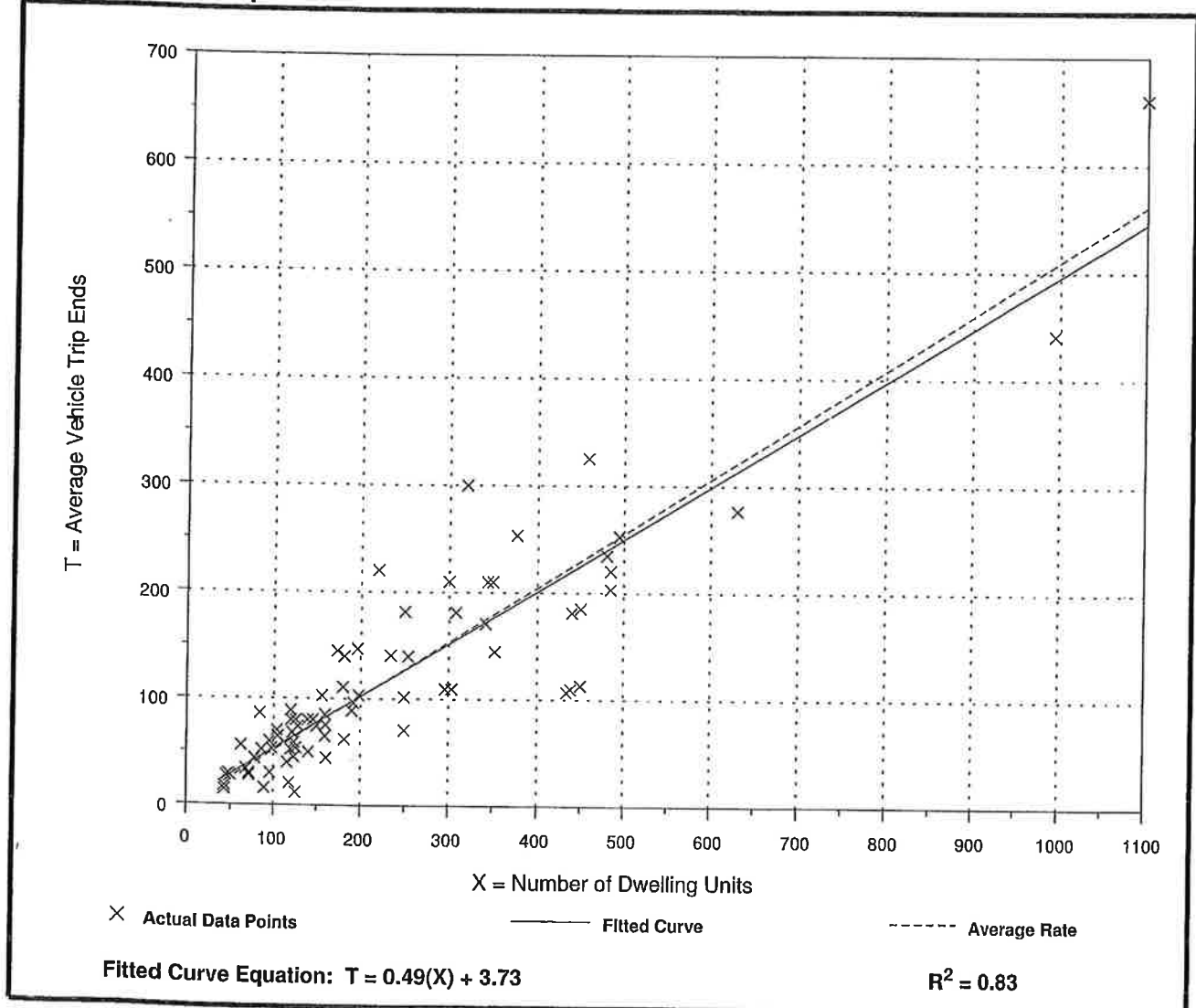
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 78
 Avg. Number of Dwelling Units: 235
 Directional Distribution: 20% entering, 80% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.10 - 1.02	0.73

Data Plot and Equation



Apartment (220)

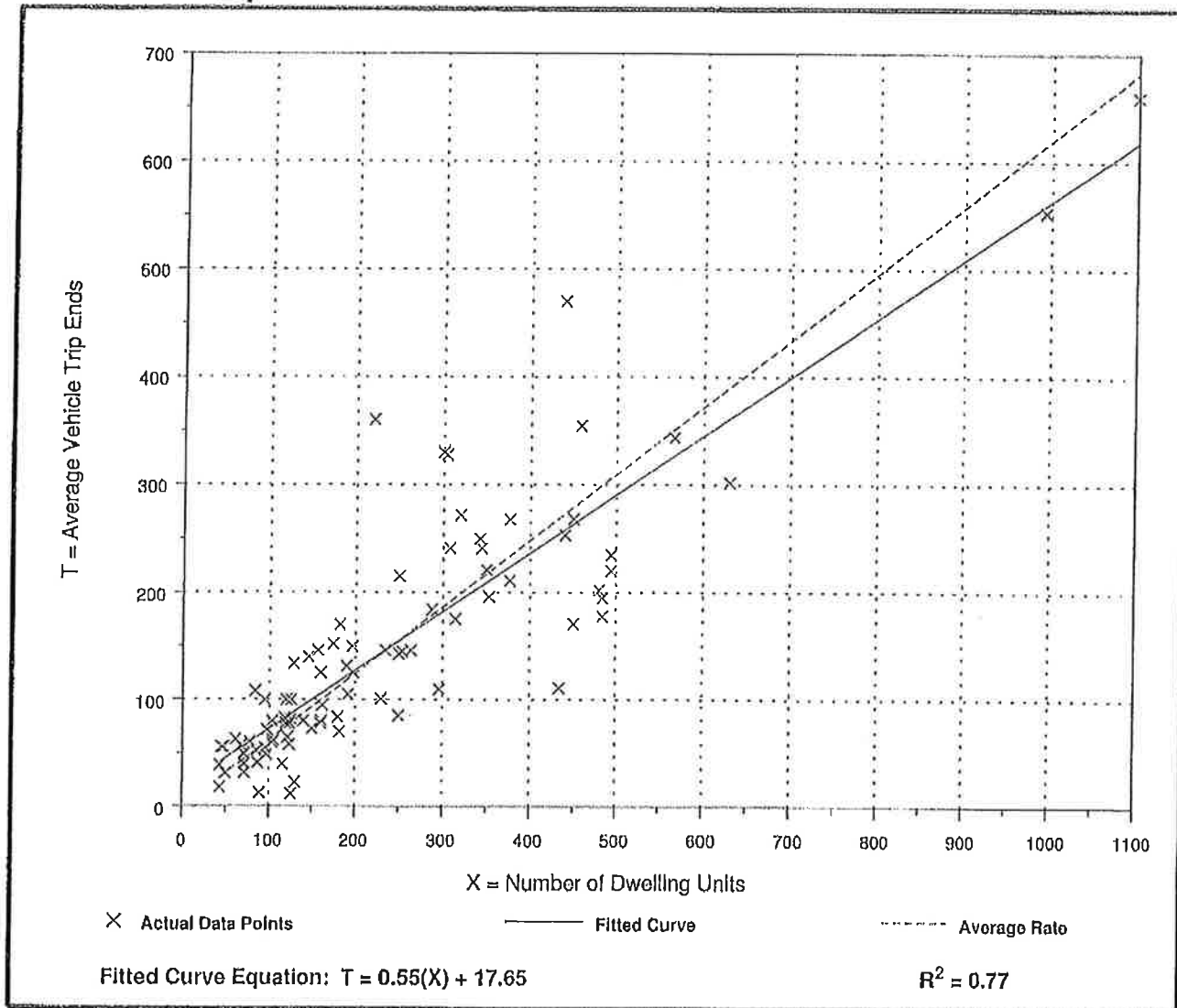
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 90
Avg. Number of Dwelling Units: 233
Directional Distribution: 65% entering, 35% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.62	0.10 - 1.64	0.82

Data Plot and Equation





Transportation Data Management System

List View All DIRs

Record	1	of 1	Goto Record	go
Location ID	60998		MPO ID	
Type	SPOT		HPMS ID	
On NHS			On HPMS	
LRS ID	CBUTCR00035**C		LRS Loc Pt.	4.305
SF Group	Urban Minor Arterial (4),Collector(5-6),Local(7)		Route Type	CR
AF Group	URBAN_MINOR_ARTERIAL		Route	00035
GF Group	URBAN_MINOR_ARTERIAL			
Class Dist Grp				
WIM Group				
QC Group	Default			
Funct'l Class	Minor Arterial		Milepost	
Located On	CHESTNUT ST			
Loc On Alias				
More Detail				
STATION DATA				

Directions: 2-WAY

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2015	7,734 ³						Grown from 2014
2014	7,652 ³						Grown from 2013
2013	7,848						
2006	8,381						

Travel Demand Model

Model Year	Model AADT	AM PHV	AM PPV	MD PHV	MD PPV	PM PHV	PM PPV	NT PHV	NT PPV
------------	------------	--------	--------	--------	--------	--------	--------	--------	--------

VOLUME COUNT

Date	Int	Total
No Data		

VOLUME TREND

Year	Annual Growth
2015	1%
2014	-2%
2013	-1%

SPEED

Date	Int	Pace	85th	Total
No Data				

CLASSIFICATION

Date	Int	Total
No Data		

WEIGH-IN-MOTION

Date	Axles	Avg GVW	Total
No Data			

PER VEHICLE

Date	Axles	85th	Total
No Data			

GAP

Date	Int	Total
No Data		

PARTIAL COUNT

Date Int 24-Hr Total

NOTES/FILES

Note	Date
------	------

Table 3-5: VMT and Mileage Guidelines by Functional Classifications - Arterials

Typical Characteristics	Interstate			Other Freeways & Expressway			Arterials			Minor Arterial
	12 feet			11 - 12 feet			11 - 12 feet			
Lane Width	4 feet - 12 feet			0 feet - 6 feet			0 feet			10 feet - 12 feet
Inside Shoulder Width	10 feet - 12 feet			8 feet - 12 feet			8 feet - 12 feet			0 feet
Outside Shoulder Width	12,000 - 34,000			4,000 - 18,500 ²			2,000 - 8,500 ²			4 feet - 8 feet
AADT ¹ (Rural)	35,000 - 129,000			13,000 - 55,000 ²			7,000 - 27,000 ²			1,500 - 6,000
AADT ¹ (Urban)	Divided			Undivided/Divided			Undivided/Divided			3,000 - 14,000
Divided/Undivided	Fully Controlled			Partially/Fully Controlled			Partially/Uncontrolled			Uncontrolled
Mileage/VMT Extent (Percentage Ranges) ¹										
Rural System										
Mileage Extent for Rural States ²	1% - 3%			0% - 2%			2% - 6%			2% - 6%
Mileage Extent for Urban States	1% - 2%			0% - 2%			2% - 5%			3% - 7%
Mileage Extent for All States	1% - 2%			0% - 2%			2% - 6%			3% - 7%
VMT Extent for Rural States ²	18% - 38%			0% - 7%			15% - 31%			9% - 20%
VMT Extent for Urban States	18% - 34%			0% - 8%			12% - 29%			12% - 19%
VMT Extent for All States	20% - 38%			0% - 8%			14% - 30%			11% - 20%
Urban System										
Mileage Extent for Rural States ²	1% - 3%			0% - 2%			4% - 9%			7% - 14%
Mileage Extent for Urban States	1% - 2%			0% - 2%			4% - 5%			7% - 12%
Mileage Extent for All States	1% - 3%			0% - 2%			4% - 5%			7% - 14%
VMT Extent for Rural States ²	17% - 31%			0% - 12%			16% - 33%			14% - 27%
VMT Extent for Urban States	17% - 30%			3% - 18%			17% - 29%			15% - 22%
VMT Extent for All States	17% - 31%			0% - 17%			16% - 31%			14% - 25%
Qualitative Description (Urban)	- Serve major activity centers, highest traffic volume corridors, and longest trip demands - Carry high proportion of total urban travel on minimum of mileage - Interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban area and movements through the urban area - Serve demand for intra-area travel between the central business district and outlying residential areas			- Serve corridor movements having trip length and travel density characteristics indicative of substantial statewide or interstate travel - Serve all or nearly all urbanized areas and a large majority of urban clusters areas with 25,000 and over population - Provide an integrated network of continuous routes without stub connections (dead ends)			- Interconnect with and augment the principal arterials - Serve trips of moderate length at a somewhat lower level of travel mobility than principal arterials - Distribute traffic to smaller geographic areas than those served by principal arterials - Provide more land access than principal arterials without penetrating identifiable neighborhoods - Provide urban connections for rural collectors - Link cities and larger towns (and other major destinations such as resorts capable of attracting travel over long distances) and form an integrated network providing interstate and inter-county service - Spaced at intervals, consistent with population density, so that all developed areas within the State are within a reasonable distance of an arterial roadway - Provide service to corridors with trip lengths and travel density greater than those served by rural collectors and local roads and with relatively high travel speeds and minimum interference to through movement			
Qualitative Description (Rural)										

1- Ranges in this table are derived from 2011 HPMS data.

2- For this table, Rural States are defined as those with a maximum of 75 percent of their population in urban centers.


U.S. Department of Transportation
Federal Highway Administration

Storm Sewer Design

10 yr. Storm

Formulas Used:

$Q_p = ACP$

$V_p = 1.488 R^{2/3} S^{1/2} / m$

$Q_p = ACP V_p$

Designed By: DGB Date: 11/22/2016

Reviewed By: BL Date:

Revisions:

n = 0.011 unless otherwise shown

LOCATION		TOPOGRAPHY						TIME				DESIGN				CAPACITY		INLET DESIGN								
From	To	Impervious C=0.90	Pervious C=0.40	Total Area (acres)	Weighted "C"	A° (acres)	Cumm. AC (acres)	T _c -inlet (min.)	T _p -pipe (min.)	T _c -conc. (min.)	Intensity (in./hr.)	Q _r (c.f.s.)	Pipe Size (inches)	n	Distance (ft.)	Slope (%)	Velocity (ft./sec)	Q _p (c.f.s.)	Q _r (c.f.s.)	Q _u deficient %	%Provided	T/Grate	Inlet Invert	Outlet Invert	Office Height (ft.)	Office Flow (cfs)
12	11	0.25	0.12	0.37	0.74	0.27	0.27	5.0	0.35	5.00	6.79	1.85	12	0.011	112	1.00	5.36	4.21	1.85	0.00	227	875.58	872.35	871.23	2.73	6.46
11	10	0.34	0.13	0.47	0.78	0.36	0.63	5.0	0.48	5.00	6.79	4.28	15	0.011	150	0.70	5.20	6.39	4.28	0.00	149	875.71	870.98	869.93	4.11	12.37
10	7	0.31	0.12	0.43	0.76	0.33	0.96	5.0	0.22	5.48	6.62	6.34	15	0.011	77	0.91	5.93	7.28	6.34	0.00	115	876.34	869.93	869.23	5.78	14.09
9	8	0.71	0.21	0.92	0.79	0.72	0.72	5.0	0.18	5.00	6.79	4.91	12	0.011	93	2.51	8.49	6.57	4.91	0.00	136	877.90	874.00	871.68	3.40	7.21
8	7	0.26	0.10	0.36	0.76	0.27	1.00	5.0	0.13	5.00	6.79	6.77	12	0.011	74	2.98	9.25	7.27	6.77	0.00	107	877.74	871.43	869.23	5.81	9.42
7	6	0.00	0.00	0.00	0.45	0.00	1.96	5.0	0.08	5.70	6.55	12.80	18	0.011	53	1.85	9.56	16.89	12.80	0.00	132	877.54	868.98	868.00	7.81	24.57
6	5	0.15	0.00	0.15	0.90	0.14	2.09	5.0	0.10	5.79	6.52	13.62	18	0.011	75	3.35	12.85	22.70	13.62	0.00	167	876.46	866.00	865.50	7.71	24.42
5	4	0.00	0.00	0.00	0.90	0.00	2.09	5.0	0.19	5.89	6.49	13.55	24	0.011	69	0.50	9.04	18.98	13.55	0.00	140	877.88	865.00	864.85	11.88	53.88
16	4	0.00	0.07	0.07	0.40	0.03	0.03	5.00	0.11	5.00	6.79	0.19	12	0.011	81	5.00	11.99	9.42	0.19	0.00	4954	875.83	860.70	865.65	5.63	9.27
4	3	0.00	0.05	0.05	0.40	0.02	2.14	5.0	0.21	6.08	6.42	13.73	24	0.011	75	0.50	9.01	18.87	13.73	0.00	137	877.75	864.65	864.28	12.10	54.38
3	2	0.11	0.00	0.11	0.90	0.10	2.24	5.0	0.54	6.28	6.36	14.22	24	0.011	195	0.50	9.02	18.90	14.22	0.00	133	875.53	864.28	863.30	10.25	50.05
2	1	0.43	0.00	0.43	0.90	0.39	2.62	5.0	0.14	6.42	6.32	16.57	24	0.011	50	0.50	9.02	18.90	16.57	0.00	114	869.86	862.25	862.00	6.81	40.19
15	14	0.54	0.00	0.54	0.90	0.49	0.49	5.00	0.10	5.00	6.79	3.30	12	0.011	70	5.00	11.99	9.42	3.30	0.00	285	865.81	860.55	857.05	4.76	8.53
14	13	0.66	0.00	0.66	0.90	0.59	1.08	5.0	0.05	5.10	6.75	7.29	15	0.011	21	1.51	7.64	9.38	7.29	0.00	129	861.22	852.31	852.00	6.29	17.57

gave to Victor



CONCEPT RENDERING:
CORNER OF ARROWHEAD & CHESTNUT
THE VERGE (CHESTNUT ROW)
OXFORD, OHIO
12.23.2016



CONCEPT RENDERING:
FRONT (STREET) ELEVATION
CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016



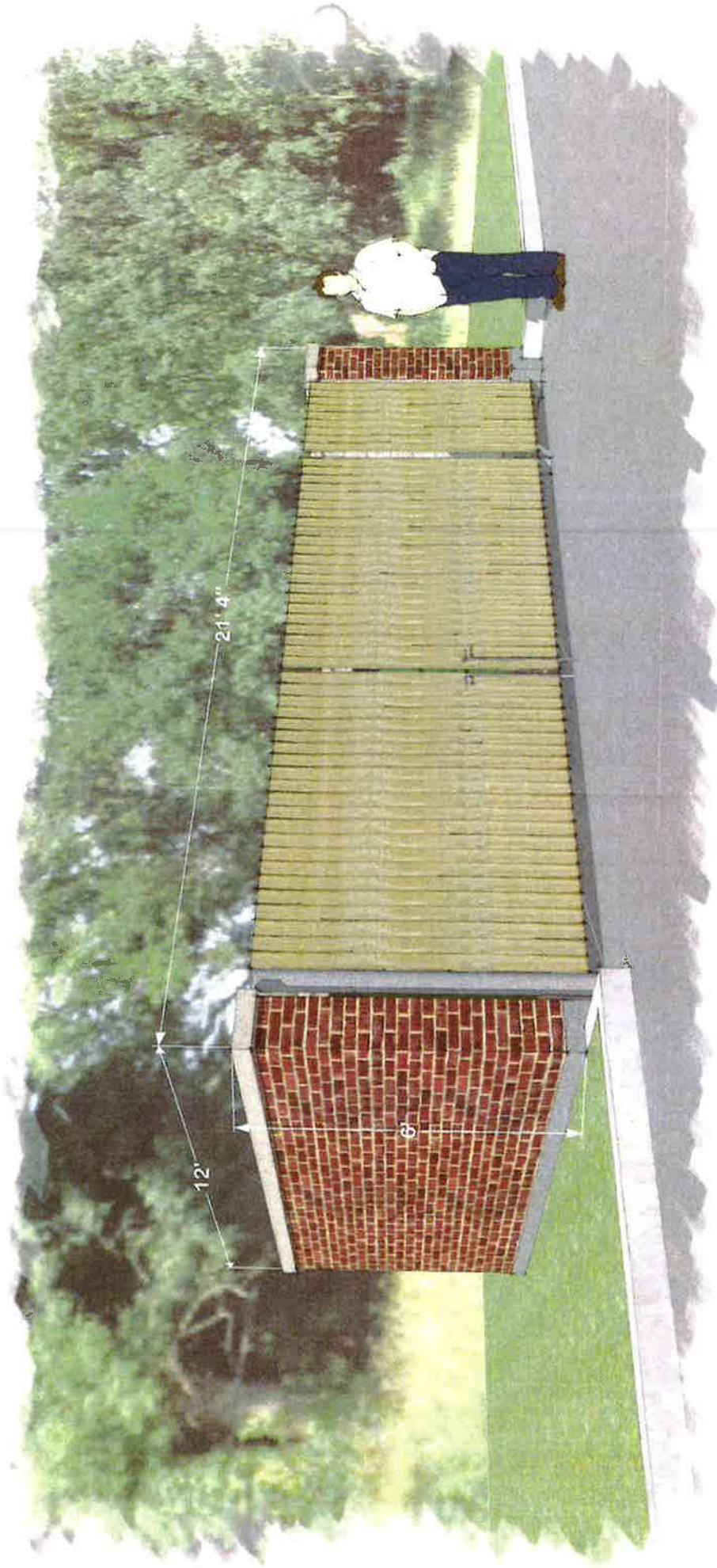
CONCEPT RENDERING:
REAR (PARKING) ELEVATION
CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016

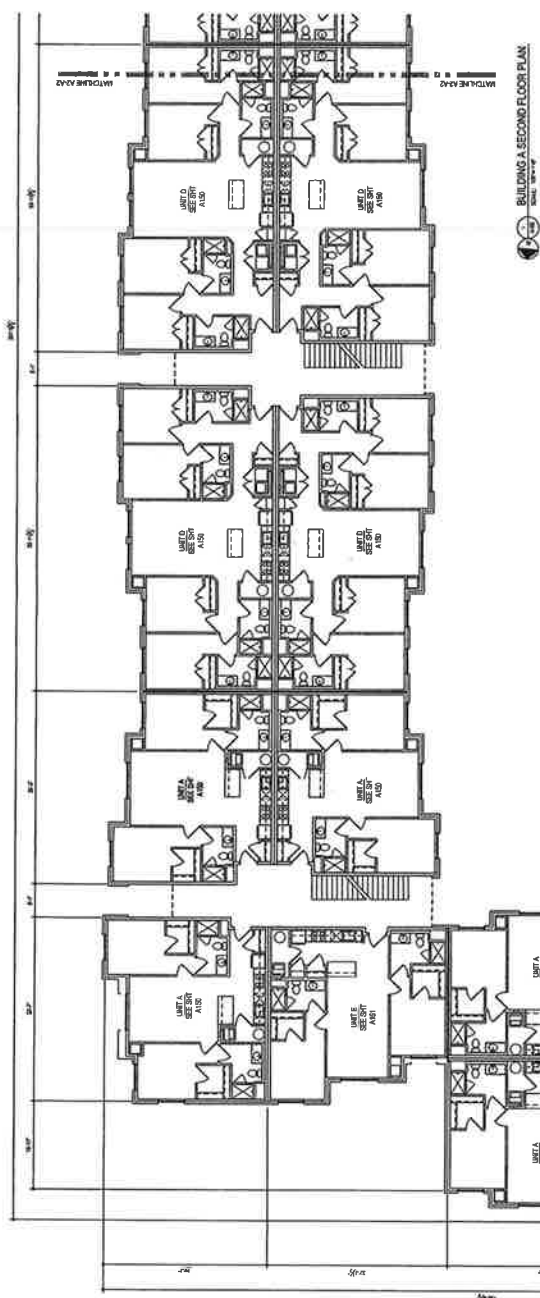
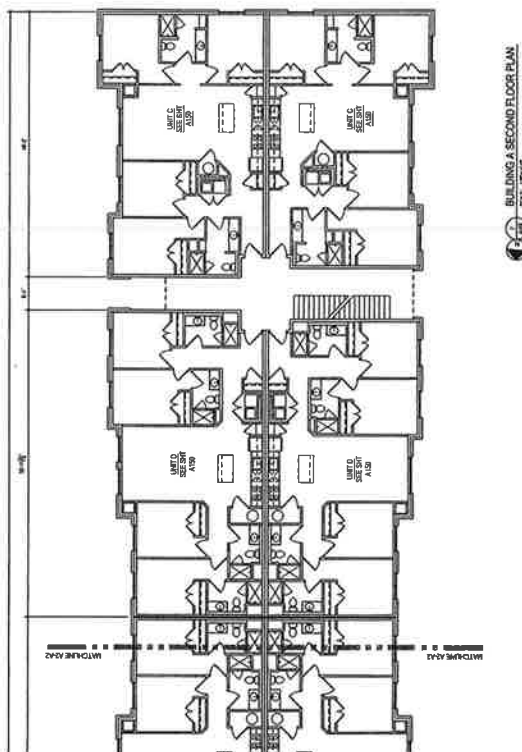
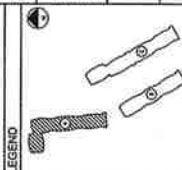


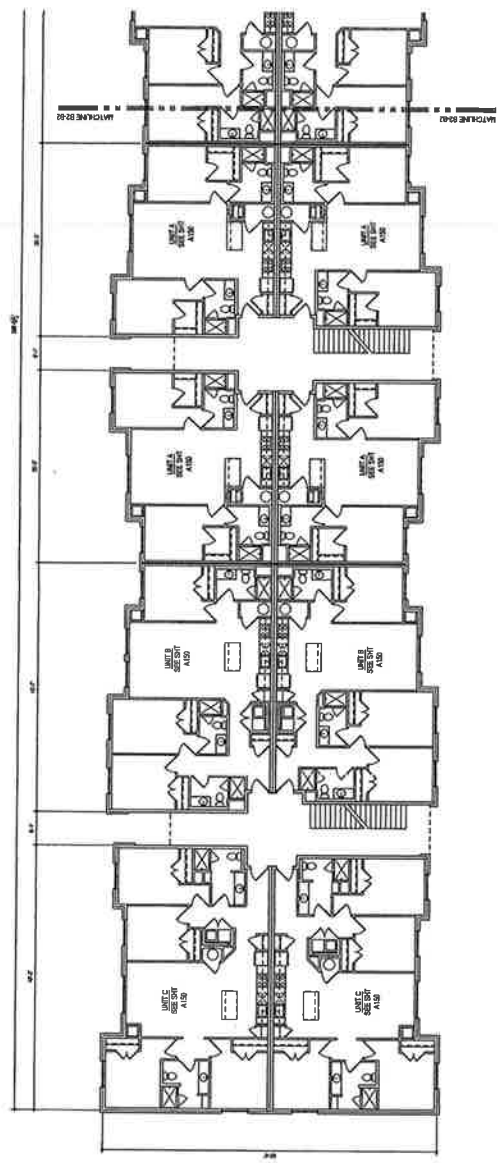
**CONCEPT RENDERING:
FREESTANDING SIGN**

CHESTNUT ROW
OXFORD, OHIO
11.22.2016

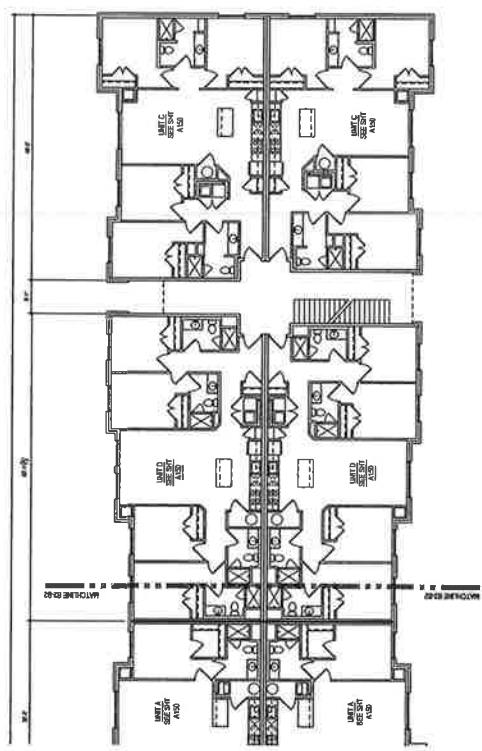
**CONCEPT RENDERING:
TRASH ENCLOSURE**
CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016



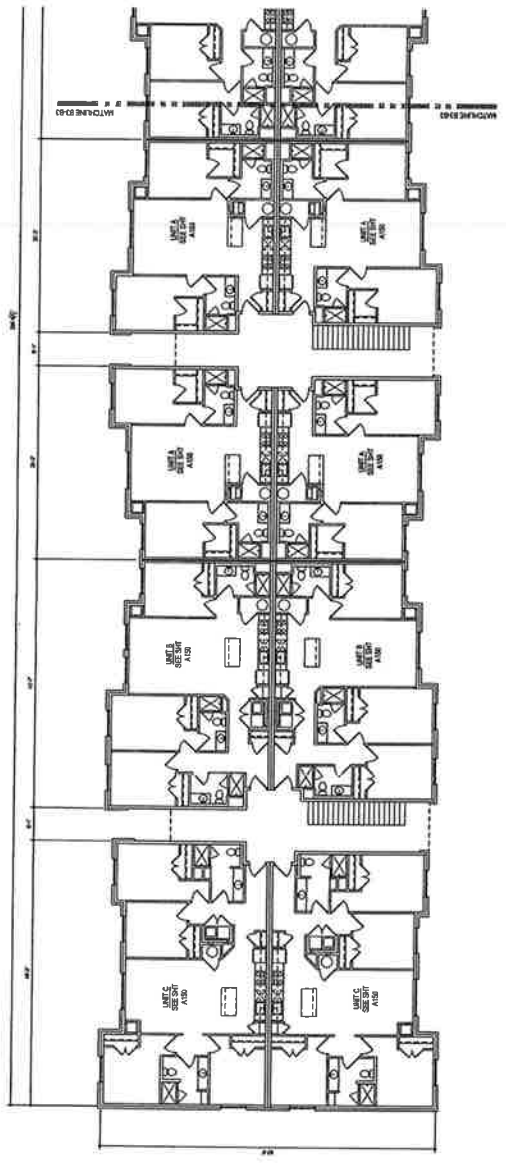


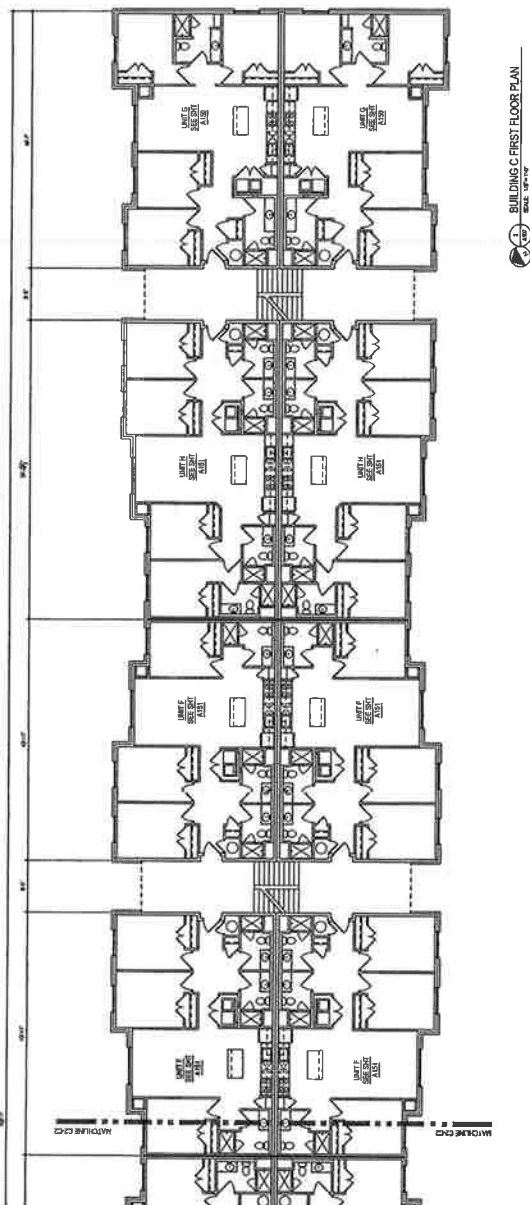
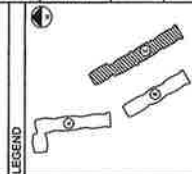


BUILDING B SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

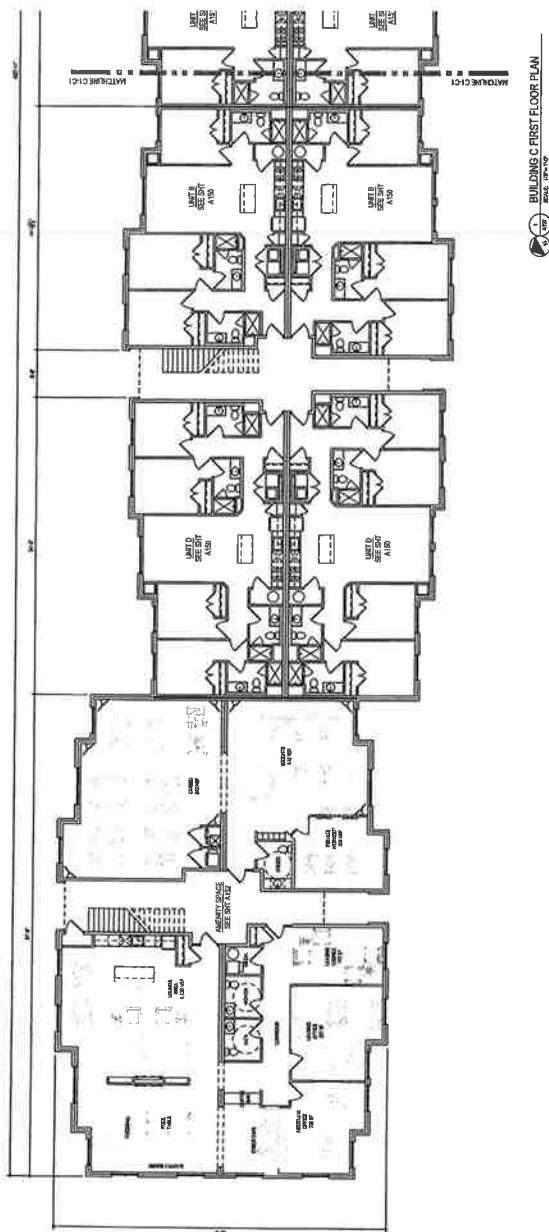


BUILDING B SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

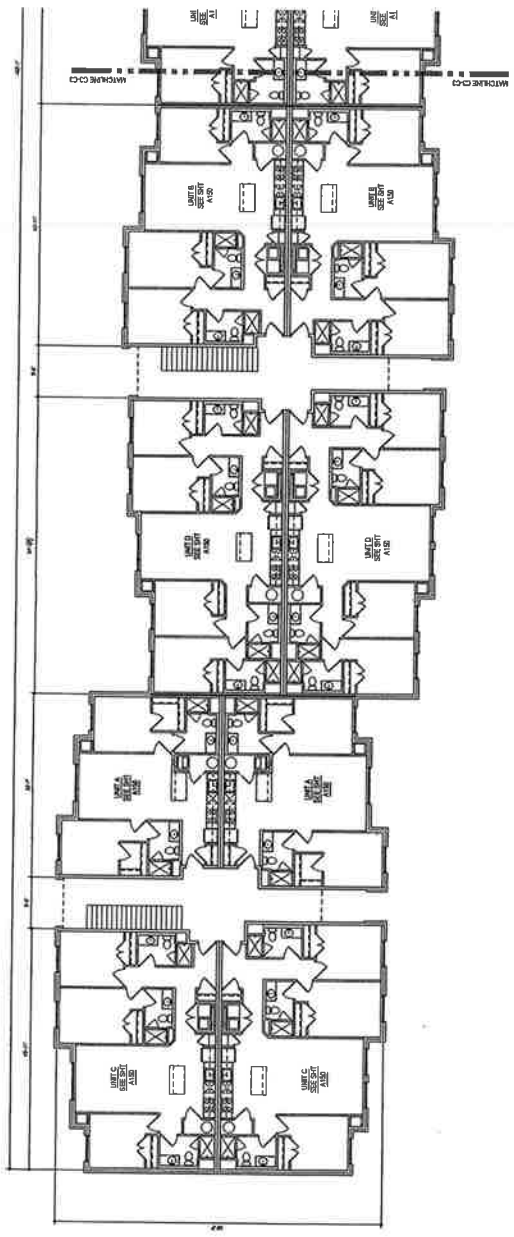




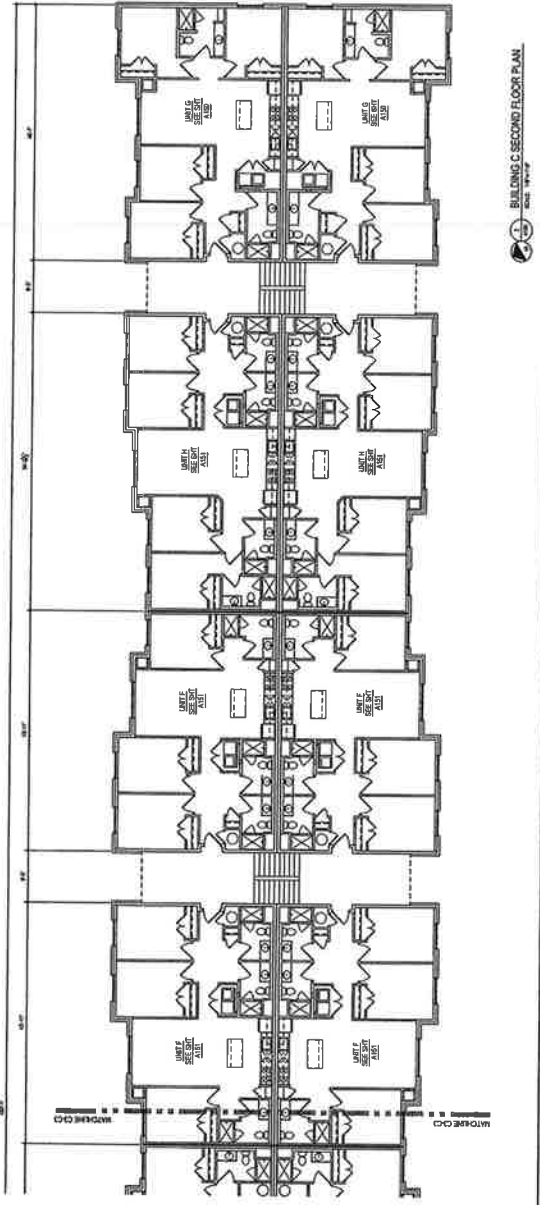
BUILDING C FIRST FLOOR PLAN



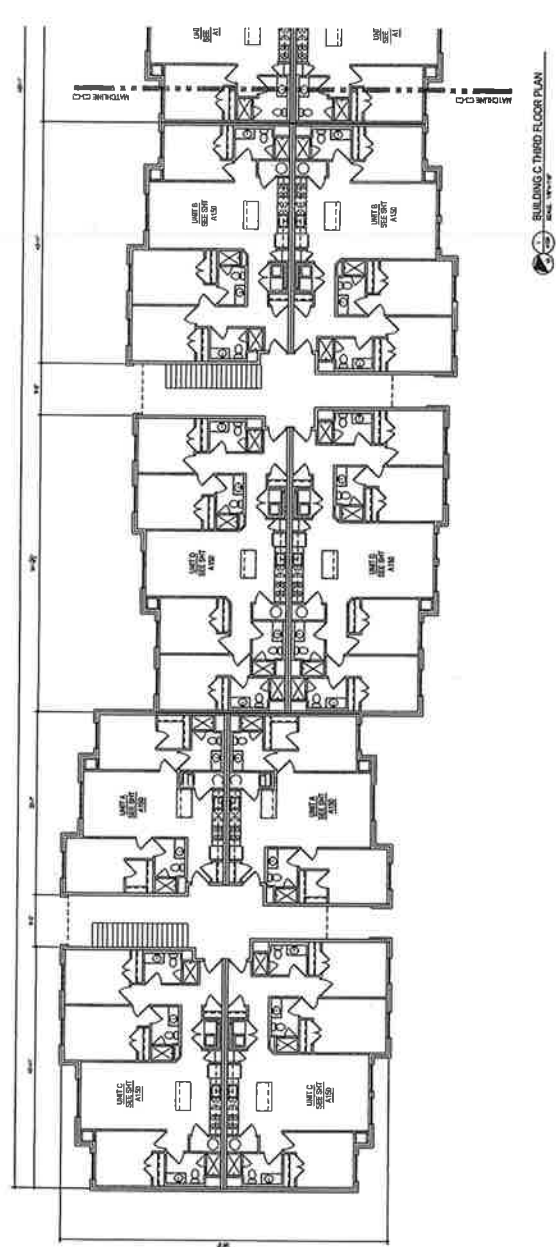
BUILDING C FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



BUILDING C SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



BUILDING C SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"





View from the northwest property corner facing south along the west property line of existing building #1



View from the northwest property corner facing southeast towards existing building #1



View from the northwest property corner facing east along the walk of Chestnut St. and existing building #1



View from the corner of Chestnut St. and Arrowhead Dr. facing west along the walk of Chestnut St. and existing building #1



View from the corner of Chestnut St. and Arrowhead Dr. facing southwest
towards existing building #1



View from the corner of Chestnut St. and Arrowhead Dr. facing southwest
towards existing building #1



View from the center of Arrowhead Dr. facing south.



View from the center of Arrowhead Dr. facing southwest.



View from the center of Arrowhead Dr. facing southeast.



View from the center of Arrowhead Dr. at the south property line
facing southwest along existing building #4



View from the center of Arrowhead Dr. at the south property line
facing northeast along existing building #6



View from the southwest property corner facing north along the
west property line and existing building #4



View from the southwest property corner facing northeast along the south property line along existing building #4



View from the southeast property corner facing southwest along the south property line and building #6



View from the southeast property corner facing north
along the east property line and building #6



View from the east property line facing west towards building #6



View from the east property line facing north.



View from the northeast property corner facing south along the east property line.



View from the northeast property corner facing west along the north property line.



View from the the north property and entrance of building #5 facing east.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council

Originating Department

Council Meeting Of: January 17, 2017

Mary Ann Eaton

Account Code No. #: 110.465.52331

Prepared By

Budgeted Amount: \$8,000.00

January 5, 2017

Date Prepared

Agenda Title: Ordinance To Approve Current Replacement Pages To The Oxford Codified Ordinances.

Recommendation:

Discussion:

The Oxford Codified Ordinances are updated once each year to incorporate Ordinances adopted by City Council as well as changes in State laws. This Ordinance shall approve the update.

The update includes legislation adopted through November, 2016.

*** Copies of the replacement pages (Exhibit "A")
are available at City Hall during normal
business hours ***

Approved By:

Department Head: _____

Initial Date

City Manager: _____

DRE

1-13-17

ORDINANCE NO.

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES OF THE OXFORD CODIFIED ORDINANCES.

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

SECTION 1: Council has determined that certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution. Various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances. The City has heretofore entered into a contract with Walter H. Drane Co. to prepare and publish revisions which are before Council.

SECTION 2: The Ordinances of the City of Oxford, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2016 Replacement Pages so the Codified Ordinances are hereby approved and adopted.

SECTION 3: The following sections and chapters are hereby added, amended or repealed and respectfully indicated in order to comply with the current State law:

Traffic Code

301.04	Bicycle; Motorized Bicycle; Moped. (Amended)
301.19	Motorcycle. (Amended)
303.081	Impounding Vehicles on Private Residential Property. (Amended)
303.082	Tow Away Zones. (Amended)
331.21	Right of Way of Public Safety or Coroner's Vehicle. (Amended)
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Added)
335.021	Ohio Driver's License Required for In State Residents. (Added)
335.031	Driving With Probationary License; Curfew. (Amended)
335.09	Display of License Plates. (Amended)
335.10	Expired or Unlawful License Plates. (Amended)
335.111	Registration within Thirty Days of Residency. (Added)
335.12	Stopping After Accident Upon Streets. (Amended)
335.13	Stopping After Accident Upon Property Other Than Street. (Amended)
341.01	Definitions. (Amended)
341.03	Prerequisites to Operation of a Commercial Vehicle. (Amended)
341.05	Criminal Offenses. (Amended)
341.06	Employment of Drivers of Commercial Vehicles. (Amended)
351.04	Parking Near Curb; Handicapped Parking. (Amended)
373.02	Riding Upon Seats; Handlebars; Helmets and Glasses. (Amended)

General Offenses Code

501.06	Limitation of Criminal Prosecution. (Amended)
505.071	Cruelty to Companion Animals. (Amended)
513.02	Gift of Marihuana. (Amended)
513.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04	Possessing Drug Abuse Instruments. (Amended)
513.05	Permitting Drug Abuse. (Amended)
513.07	Possessing or Using Harmful Ingredients. (Amended)
513.08	Illegally Dispensing Drug Samples. (Amended)
513.11	Possessing Nitrous Oxide in Motor Vehicle. (Amended)

513.12 Drug Paraphernalia. (Amended)
513.121 Marihuana Drug Paraphernalia. (Amended)
513.13 Counterfeit Controlled Substances. (Amended)
525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.01 Liquor Control Definitions. (Amended)
529.07 Open Container Prohibited. (Amended)
537.051 Menacing by Stalking. (Amended)
537.10 Telecommunications Harassment. (Amended)
541.04 Criminal Mischief. (Amended)
541.10 Vehicular Vandalism. (Amended)

Fire Prevention Code

1519.04 Fireworks Possession, Sale or Discharge Prohibited. (Amended)

SECTION 4: The complete text of the Traffic and General Offenses and Fire Prevention Code sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are attached hereto and incorporated herein by reference as Exhibit A. Any summary publication of this Ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 5: This Ordinance 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)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 17, 2017

Jung-Han Chen
Prepared By

Account Code No. #:

Budgeted Amount:

January 10, 2017
Date Prepared

Agenda Title:	Amend Oxford Property Maintenance Code Chapter 7, Fire Safety Requirements, Specifically Section 704 Fire Protection Systems to Reflect Mandate from the Ohio Residential Code
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Recommendation:	Approval
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Discussion:

The proposed legislation is to amend the Oxford Property Maintenance Code to reflect changes made to the Ohio Residential Code in 2016 dealing with new and remodeling work on one to three family dwelling units.

The Ohio Residential Code and the Oxford Property Maintenance Code are consistent with the locations for smoke detector placement. The major difference is that the Ohio Residential Code requires photoelectric and ionization detectors on each level, while the Oxford Property Maintenance only requires photoelectric. Therefore, it is necessary to amend the Oxford Property Maintenance to conform to the 2016 Ohio Residential Code, since the Ohio Residential Code governs the residential building construction requirements.

Approved By:

Department Head:
City Manager

Initial Date

JHC 1/10/17
DRE 1/17/17

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD PROPERTY MAINTENANCE CODE CHAPTER 7 ENTITLED FIRE SAFETY REQUIREMENTS AND ADOPTING NEW OXFORD PROPERTY MAINTENANCE CODE CHAPTER 7 ENTITLED FIRE SAFETY REQUIREMENTS.

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

SECTION I: Council hereby finds that in order to protect and promote the public health, safety and welfare of its citizens, it is in the best interest of the citizens of Oxford that its Property Maintenance Code Chapter 7 be modified to reflect a mandate from the State of Ohio.

SECTION II: Council hereby repeals Oxford Property Maintenance Code Chapter 7 and adopts new Oxford Property Maintenance Code Chapter 7 as follows:

CHAPTER 7 FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

PMC 701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

PMC 701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

PMC 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the City of Oxford Fire Code.

PMC 702.2 Aisles. The required width of aisles in accordance with the City of Oxford Fire Code shall be unobstructed.

PMC 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the City of Oxford Building Code.

PMC 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

PMC 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

PMC 703.2 Opening protectives. Required opening protective shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

PMC 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the City of Oxford Fire Code.

PMC 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. In each room used for sleeping purposes, **a photoelectric smoke technology is required**
2. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms, **a photoelectric smoke technology is required**
3. On each story within each dwelling unit, including basements and habitable attics but not including crawl spaces and uninhabitable attics. ~~In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level,~~ **both photoelectric and ionization technologies are required.**

~~**704.3 Smoke Alarm Type.** Effective March 1, 2014, smoke alarms required under PMC 704.2(2)(on the ceiling or wall outside sleeping area): PMC 704.2.(3) (on each level) must~~

~~include photoelectric type detectors, and any new or replacement smoke alarms installed within a sleeping room after that date shall be photoelectric type detectors.~~

~~704.4~~ **704.3 Power source.** In Group R or I-1 occupancies, single- station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

~~704.5~~ **704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm shall activate all alarms within the dwelling unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise level with all intervening doors closed.

Exceptions:

1. Interconnection is not required in building which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.
- ~~3. Where ionization type interconnected detection systems were installed prior to March 1, 2014, the requirement for photoelectric detectors may be satisfied either by replacing the interconnected detectors or by installing supplemental, battery-powered, individual detectors and maintain both systems. After March 1, 2017, all interconnected detection systems shall be changed out to photoelectric type detectors.~~
- ~~4.~~

~~704.6~~ **704.5 Fire Extinguisher.** All rental units for which a permit is required pursuant to PM-310 (Rental Permits) shall be equipped with a fire extinguisher in or near the kitchen.

SECTION III: 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 STAFF SUMMARY REPORT

Report to City Manager

Finance
Originating Department

Council Meeting Of : 1/17/2017

Account Code No. : see below

Joe Newlin
Prepared By

Budgeted Amount : _____

1/11/2017
Date Prepared

Agenda Title:	2017 Supplemental Budget #1
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Recommendation:	Approve
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Issue 1

To make adjustment to amended budget for health care reimbursements and associated expenditures over the \$75,000 budgeted amount 2016 reimbursements

Action Needed:

Revenue Side

Employee Benefits (230)	270,389.14	2016 Reimbursements from carrier
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Expense Side

- N/A

Net Effect on Fund Balance/(s) Increase/(Decrease)	270,389.14
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Issue 2

To make adjustment to budget for OVI reimbursements to be received in 2017

Action Needed:

Revenue Side

OVI Task Force (419)	224,917.00
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Expense Side

Net Effect on Fund Balance/(s) Increase/(Decrease)	224,917.00
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Issue 3

To make adjustment to budget for additional one time City contribution for lasered claim

Action Needed:

Revenue Side

Employee Benefits (230)	320,000.00	Additional revenue City contribution for monthly health care
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Expense Side

General (110)	167,192.38	Additional one time expenditure City contribution from unencumbered balance
Street (122)	25,752.38	Additional one time expenditure City contribution from unencumbered balance
Parking (130)	9,142.86	Additional one time expenditure City contribution from unencumbered balance
Water (321)	42,422.86	Additional one time expenditure City contribution from unencumbered balance

Wastewater (331)	54,613.33	Additional one time expenditure City contribution from unencumbered balance
Refuse (341)	5,638.09	Additional one time expenditure City contribution from unencumbered balance
Fire & EMS (418)	15,238.10	Additional one time expenditure City contribution from unencumbered balance
Employee Benefits (230)	320,000.00	Additional medical expenditures from unencumbered balance

Net Effect on Fund Balance/(s) Increase/(Decrease)	(320,000.00)
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Total Net Effect on Fund Balance/(s) Increase/(Decrease)	175,306.14
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Breakdown by Fund

General (110)	(167,192.38)
Street (122)	(25,752.38)
Parking (130)	(9,142.86)
Employee Benefits (230)	270,389.14
Water (321)	(42,422.86)
Wastewater (331)	(54,613.33)
Refuse (341)	(5,638.09)
Fire & EMS (418)	(15,238.10)
OVI Task Force (419)	224,917.00

Net Effect on Fund Balance/(s) Increase/(Decrease)	175,306.14
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Approved By:

Department Head:

City Manager:

Initials

Date

DR | 1/20/17
DRE | 2/2/17

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3381. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 1 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2017.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, 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 revenues be made:

Employee Benefits Fund 230	270,389.14
OVI Task Force Fund 419	224,917.00
Employee Benefits Fund 230	320,000.00

SECTION 3: The following increase/(decrease) in appropriations from unencumbered balances be made:

General Fund 110	167,192.38
Street Fund 122	25,752.38
Parking Fund 130	9,142.86
Water Fund 321	42,422.86
Wastewater Fund 331	54,613.33
Refuse Fund 341	5,638.09
Fire & EMS Fund 418	15,238.10
Employee Benefits Fund 230	320,000.00

SECTION 4: In all other respects, Ordinance No. 3381 shall remain in full force and effect.

SECTION 5: 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)