



## Agenda

### Oxford City Council

### Court House

**TUESDAY, FEBRUARY 21, 2017**

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#### **EXECUTIVE SESSION**

1. Roll call. Kate Rousmaniere, Mayor; Mike Smith, Vice-Mayor; Glenn Ellerbe; Bob Blackburn; Kevin McKeehan; Steve Dana; Edna Southard

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**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.

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#### **REGULAR MEETING 7:30 P.M.**

#### **PLEDGE OF ALLEGIANCE**

2. Approval of Agenda.

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| <p><b>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.</b></p> |
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3. Public Participation.

- A. Notice to Legislative Authority - New D2 Wine Permit for Miami University DBA Goggin Ice Center 610 Oak Street, Oxford, Ohio 45056. (Alan Kyger, Economic Development Director)



Notice

- 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 February 7, 2017 City Council Meeting. (Kim Newton, Acting Clerk of Council)



Minutes

- B. Report regarding the February 1, 2017 Environmental Commission Meeting. (Mike Dreisbach, Service Director)



Report

- C. A Resolution authorizing the City Manager to enter into an a contract with Bob Ross Buick/GMC for the purchase of a 2017 GMC Sierra and specified options with 30-day tags at State Contract pricing at a cost not to exceed \$31,573.00 and to dispose of a 2003 Ford Expedition, as a surplus vehicle through electronic auction. (John Detherage, Fire Chief)



Report and Resolution

- D. A Resolution authorizing the City Manager to enter into a contract with Byers Chevrolet for the purchase of one (1) 2017 Chevrolet Tahoe and specified options at State Contract pricing at a cost not to exceed \$35,679.50. (John Jones, Police Chief)



Report and Resolution

5. Resolutions.

1. A Resolution authorizing a temporary abatement of the Noise Ordinance No. 2550, Section 509.09, on Thursday, April 20, 2017 from 8:00 a.m. until 9:00 p.m. and on Friday, April 21, 2017 from 8:00 a.m. until 9:00 p.m. at Millett Hall and in surrounding parking areas on Miami University's campus for the WGI Sport of the Arts Percussion Performance Competition. (Jung-Han Chen, Community Development Director)



Report and Resolution

2. A Resolution of Council authorizing the City Manager to submit an Ohio Department of Transportation grant application requesting funding through the Safe Routes to School Program in an amount not to exceed \$240,000.00 with a 20% local match for the installation of traffic signalization at the intersection of Sycamore Street and Brown Road and for the installation of sidewalk on the west side of Brown Road and for other improvements as deemed necessary. (Jung-Han Chen, Community Development Director)



Report and Resolution

3. A Resolution authorizing the City Manager to enter into a contract with Lebanon Ford for the purchase of two (2) 2017 Ford Interceptor Utility vehicles and specified options at State Contract pricing at a cost not to exceed \$55,700.00. (John Jones, Police Chief)



Report and Resolution

6. Ordinances.

A. First Reading.

1. An Ordinance Repealing Oxford Codified Ordinance Section 931.13 Entitled Charges, And Adopting New Oxford Codified Ordinance Section 931.13 Entitled Charges. (Mike Dreisbach, Service Director)



Report and Ordinance

B. Second Reading.

1. 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

2. 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

7. A. Announcements & Communications.

1. Remarks from City Council and City Staff.

B. Future Meetings.

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

WED - Mar 1      Historic Architectural Preservation Commission Meeting 7:30

WED - Mar 1      Environmental Commission Meeting 7:00 p.m. Municipal Building

TUES - Mar 7      City Council Meeting 7:30 p.m.

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

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

TUES - Mar 14 Planning Commission Meeting 7:30 p.m.

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

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

MON - Mar 20 Housing Advisory Commission Meeting 7:00 p.m. Municipal Building

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

WED - Mar 22 Civil Service Commission Meeting 5: 30 p.m. Municipal Building

8. Adjourn.

# CITY OF OXFORD

## STAFF SUMMARY REPORT

Report to the City Manager

Economic Development Department

For the: February 21, 2017  
City Council Meeting

Prepared by: G. Alan Kyger  
Date Prepared: February 15, 2017

**Agenda Title:** Notice of Legislative Authority.  
D2 Wine Permit for The Goggin Ice Arena. 610 Oak Street.

**Recommendation:** Informational

In July of 2015, Miami University applied for a D1–Beer Permit and a D2–Wine permit for the Goggin Ice Arena.

At the time of this application there were no D1 or D2 permits available. Shortly after Miami's application the Fuji Express cancelled their D1 permit. This action created one available D1 permit. In August of 2015, this D1 permit was then granted to Miami University/Goggin Ice Arena. Currently this permit is being used in the Club Seating area and for special events.

Miami's D2 Wine permit application has been 'on file' with the State while waiting for an available permit. In the fall of 2016, two D2 Wine permits became available when the Stadium Bar canceled their permit and the State of Ohio raised the City's population based quota. This application is taking one of these two available D2 permits.

There have been absolutely no issues with the current beer permit at this location.

**Reviewed By:**

Department Head:

City Attorney:

City Manager:

**Initial Date**

GAK / 2-15-17

DRE / 2-16-17

DRE / 2-16-17

NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

|                |     |             |                                                                            |
|----------------|-----|-------------|----------------------------------------------------------------------------|
| 58987660065    |     | N           | MIAMI UNIVERSITY<br>DBA GOGGIN ICE CENTER<br>610 OAK ST<br>OXFORD OH 45056 |
| PERMIT NUMBER  |     | TYPE        |                                                                            |
| ISSUE DATE     |     |             |                                                                            |
| 07 10 2015     |     |             |                                                                            |
| FILING DATE    |     |             |                                                                            |
| D2             |     |             |                                                                            |
| PERMIT CLASSES |     |             |                                                                            |
| 09             | 088 | A           | A89415                                                                     |
| TAX DISTRICT   |     | RECEIPT NO. |                                                                            |

FROM 02/13/2017

|                |             |      |
|----------------|-------------|------|
| PERMIT NUMBER  |             | TYPE |
| ISSUE DATE     |             |      |
| FILING DATE    |             |      |
| PERMIT CLASSES |             |      |
| TAX DISTRICT   | RECEIPT NO. |      |



MAILED 02/13/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/16/2017

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES **A N 5898766-0065**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

5898766 PERMIT NBR  
MIAMI UNIVERSITY  
DBA PHILIP R SHRIVER CENTER  
& ARMSTRONG STUDENT CENTER  
701 & 550 E SPRING ST  
OXFORD OHIO 45056

\*\*\*\*\*

THEODORE PICKERILL  
DAVID CREAMER  
DAVID HODGE

08/05/2014 ACTIVE  
08/05/2014 ACTIVE  
08/05/2014 ACTIVE

SECRETARY  
VICE PRES.  
PRESIDENT

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE

A regular meeting of the Oxford City Council was called to order by Mayor Kate Rousmaniere on Tuesday, February 7, 2017 at 7:30 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. Casey Wooddell, Parks and Recreation Director; Mr. John Detherage, Fire Chief; Mr. Steve McHugh, Law Director and Ms. Kim Newton, Acting Clerk of Council.

### **PLEDGE OF ALLEGIANCE**

Mayor Rousmaniere requested the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

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

### **PUBLIC PARTICIPATION**

Swearing-In – David L. Morgan II, Police Officer.

Chief Jones introduced Officer David L. Morgan II and noted Officer Morgan is a graduate of Eaton High School in Preble County and attended Bryant University in Rhode Island where he played football until he suffered a career ending injury. Chief Jones advised Officer Morgan returned home after his injury took some classes at Miami University then transferred to Sinclair University where he earned his associate's degree in psychology as well as his associate's degree in criminal justice. Chief Jones also noted Officer Morgan graduated from the Police Academy in 2016.

Mr. McHugh performed the swearing in of Officer Morgan and Chief Jones presented Officer Morgan with his badge.

Officer Morgan thanked the City for the opportunity and noted he would do his best and will work hard every day, and promised if there are any issues he would take full responsibility and will do everything he can to reflect positively upon the City of Oxford.

A round of applause followed and Mayor Rousmaniere congratulated Officer Morgan.

### **PUBLIC COMMENTS**

Ms. Prue Dana, advised that the League of Women Voters 2017 Oxford Area Government Services Directory was included in Council's packets and advised copies of the Directory are available to the public at the Chamber of Commerce as well as the City Building. Ms. Dana thanked everyone who helped put it together including Ms. Eaton and Ms. Newton for their assistance in checking names.

## **CONSENT AGENDA**

### **MINUTES**

Minutes of the January 17, 2017 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

### **REPORTS**

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

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

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

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

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

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

### **RESOLUTION**

#### **OXFORD AREA TRAIL PHASE 1 CONSTRUCTION CONTRACT**

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)

Mr. Chen referred to his report on page 19 in the agenda and advised in 2014 the City received an award of \$500,000 from the Ohio Department of Natural Resources (ODNR) for the Oxford Recreational Trail Phase I. Mr. Chen noted a legal notice was published in local newspapers and on the city's website in December 2016 with the bid opening on January 22<sup>nd</sup>. Mr. Chen advised the city had 34 interested parties with six (6) contractors submitting eight (8) different bids due to the stipulation of the completion date which offered two bid schedule options; one on June 1, 2017 and the other on June 15, 2017. Mr. Chen advised the contract with ODNR will be terminated on June 30, 2017 and noted the need to get the construction moving forward. Mr. Chen advised the lowest bid was received by W.G. Stang, LLC with an anticipated completion date of June 1, 2017.

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

Ms. Southard noted the City has worked with W.G. Stang before and asked staff to elaborate. Mr. Chen advised the Service Department has worked with W.G. Stang before and they have performed above the satisfaction level.

Mr. Dana moved to adopt Resolution No. 5042. Mr. Ellerbe seconded. The motion passed 7-0-0.

**RESOLUTION**  
**ELECTRICITY GENERATION**  
**AND TRANSMISSION**

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)

Mr. Dreisbach referred to his staff report on page 22 of the agenda and advised the current contract to buy electricity for the City's municipal purposes ends in April 2017. Mr. Dreisbach noted in 2011 the City was paying for electrical generation needs at \$0.0549 cents per kilowatt hour and in 2014 it was lowered to \$0.0533 cents per kilowatt hour. Mr. Dreisbach advised as of this morning the City has a lower price of \$0.0465 cents per kilowatt hour noting the savings are significant with a savings of approximately thirty to forty thousand dollars annually.

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

Mr. Dana referred to page 25 of the agenda and noted the table indicated terms and prices which the customer initials, and inquired if this is something that happens in the future. Mr. Dreisbach advised if Council authorizes the Resolution, the thirty-six (36) month option will be selected which will go through April 2020 at a fixed rate of \$0.0469 per kilowatt hour. Mr. Dreisbach noted the rate was for the general commercial use and advised the street lighting accounts are less at a rate of \$0.0365 cents per kilowatt hour.

Mr. Dana moved to adopt Resolution No. 5043. Mr. McKeehan seconded. The motion passed 7-0-0.

**ORDINANCES**  
**FIRST READING**

**ORDINANCE**  
**SALE OF PROPERTY**

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)

Mr. Dreisbach referred to his staff report on page 27 of the agenda and advised City Council had approved a resolution at their January 17, 2017 meeting authorizing the City Manager to enter into a real estate listing agreement with Oxford Real Estate, Inc. to list the City's real property located at 4134 Millville Oxford Road. Mr. Dreisbach noted the City was presented with an offer of purchase by Mr. John Pellegrini for a sale price of \$50,000.

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

**ORDINANCE**  
**PRELIMINARY AND FINAL PUD**

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)

Mr. Chen referred to his staff report on page 40 of the agenda and provided Council with a summary and Power Point presentation of the project. Mr. Chen advised the proposed development is a redevelopment project located on Arrowhead Drive and East Chestnut Street and consists of 11 existing buildings with 188 dwelling units and a current capacity of 460 occupants. Mr. Chen noted the plan is to demolish all 11 buildings and to construct 3 buildings on the site for a total of 128 dwelling units and an anticipated occupancy of 400 occupants which will be constructed at the same time in one single phase.

Mr. Chen advised the applicant also owns and operates "Chestnut Place" which is located to the north of the property and noted the project contains an amenity space what will be available to the residents of the project including the residents of "Chestnut Place". Mr. Chen advised the new buildings will be three (3) stories in height and will have a mixture of building materials that will fit into the neighboring building facades. Mr. Chen also advised there are currently six (6) driveways on both sides of Arrowhead Drive and the redevelopment will reduce the number of driveways to two (2).

Mr. Chen noted the Planning Commission went through a lengthy discussion about the project and design, and advised the Planning Commission recommended approval of the preliminary and final Planned Development, and recommended waiving the site development regulations identified by staff and subject to conditions (listed on page 41 of the agenda) for Council's consideration.

**Mr. Guy Totino**, applicant, provided a Power Point presentation of the project noting they are very excited about the project and have enjoyed the planning process with staff and the Planning Commission. Mr. Totino expressed his feeling they have come up with an excellent site plan and conclusion to the project noting this is an infill project with existing, older, dilapidated buildings that are in dire need of improvement. Mr. Totino advised they looked hard at trying to save the existing buildings noting it was not economically sound to do so due to the status of the buildings and the configuration of the units. Mr. Totino noted they are thrilled to make another investment in the Oxford community.

**Ms. Etta Reed**, Bayer Becker, advised she was the civil engineer for the project and reviewed the site plan and the changes made to the parking area for safety purposes. Ms. Reed pointed out some of the highlights she felt would improve the site, and advised there will be significant open space along the drainage way resulting from pulling some of the buildings and parking away to provide for green space which is good for the stream and drainage way. Ms. Reed advised they have improved site circulation and safety by removing all the small parking areas and driveways, and creating two (2) parking lots and entrances. Ms. Reed also advised they would be eliminating a sanitary lift station located on the east side of the development and noted the existing pavement will be mulched and used for the base of the new pavement. Ms. Reed discussed the waivers and noted the building count will be reduced by eight (8) and the number of units will be reduced by sixty one (61) with the number of bedrooms increasing by 149. Ms. Reed advised the maximum lot coverage requirements for a PUD was 40% and explained that within the R-3 district you can go up to 50 to 70% lot coverage. Ms. Reed noted the current lot coverage is 86.5% and the proposed development will have a lot coverage of 59.4%. Ms. Reed discussed the condition of additional trees and noted street trees will be planted along Arrowhead Drive, and will meet the City's Street Tree Ordinance and a six (6) foot tall fence will be installed along the railroad tracks for safety purposes.

Mr. Blackburn inquired if the project would be built all at once or in phases and Ms. Reed advised it would be constructed at one time. Mayor Rousmaniere inquired when the construction would take place and Ms. Reed advised that construction will start near the end of May after the students are gone.

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

Mr. Dana referred to page 51 of the agenda regarding issues still needing review and wanted to confirm that the issues will, or have been addressed and Ms. Reed advised yes. Mr. Dana also referred to the Engineer's comments on page 54 of the agenda and noted he assumed they would be addressed and Ms. Reed advised they would be addressed once the project has been approved by City Council.

Mr. McKeehan inquired how long the partners have owned the property and Mr. Totino advised their arrangement on the lien is through a land lease noting they are under contract to lease the land. Mr. Dana expressed his feeling that the project is attractive to him due to it being an infill project stating the issues involved with growth management can be formidable in Oxford and noted the applicant has provided Council with a very good solution. Mr. Dana advised he is very much in favor of the project.

Mayor Rousmaniere asked for clarification regarding the number of units being reduced from 188 to 128 and the number of beds increasing from 255 to 404. Mr. Totino advised that one of the issues was that the current buildings have much smaller units that are one (1) bedroom units, noting that is not attractive today to students and tenants who would prefer a larger unit with a larger bedroom. Mr. Totino advised that a lot of their buildings will have three (3) to four (4) bedroom units and noted the ratio per parking space per student has gone down.

Mayor Rousmaniere advised that a citizen who has been a long-term resident at one of the current apartment buildings recently contacted her and advised her that her lease will be up on

July 31<sup>st</sup> and was told she has to leave by July 1<sup>st</sup>. Mr. Totino advised that would be the existing landlord's arrangement with the tenant and noted he and his partners have nothing to do with the arrangement. Mayor Rousmaniere inquired when the buildings would start being torn down and Mr. Totino advised June 1<sup>st</sup>.

Mayor Rousmaniere inquired what the name of the complex "Verge" stood for and Mr. Totino advised it is a common student housing name in other markets.

Mr. Chen advised the Planning Commission is requesting the City consider installing a crosswalk at Arrowhead and Chestnut once the project is complete. Ms. Southard advised that this item was discussed at the Planning Commission meeting as well as the safety issues regarding the railroad. Mr. Dana reiterated this would address the safety issues that were of concern to the Planning Commission.

## **ORDINANCES**

### **SECOND READING**

#### **ORDINANCE**

#### **CODE UPDATE**

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

Mayor Rousmaniere inquired if there were any changes since the first reading of the Ordinance and Ms. Newton advised there were no changes.

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

Mr. Dana moved to adopt Ordinance No. 3392. Mr. Ellerbe seconded. The Ordinance was adopted 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)

#### **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 he had no additional information since the first reading of the Ordinance.

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

Mr. McKeehan moved to adopt Ordinance No. 3393. Mr. Dana 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)

### **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 advised he had made two (2) changes to the Ordinance since the first reading noting one (1) change to "Issue 2" which is to make an adjustment to the budget for OVI reimbursements to be received in 2017, and adding one (1) item to "Issue 3" to include \$320,000.00 for additional medical expenditures from the unencumbered balance in the Employee Benefits fund (230).

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

Mr. Dana moved to adopt Ordinance No. 3394. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

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

NAY: None (0)

ABS: None (0)

### **ANNOUNCEMENTS**

Mr. Elliott advised the Performing Art Series of Miami University will be welcoming back the "It Gets Better Tour" to Oxford on February 20 through 25. Mr. Elliott noted the project is an ensemble of the Gay Men's Chorus of Los Angeles that travels to communities nationwide to produce a week of educational workshops culminating in a moving musical theater performance. Mr. Elliott advised the highlights include anti-bullying, tolerance, and acceptance through community roundtable discussions, high school visits, "It Gets Better" videos, and creative exercises. Mr. Elliott noted it includes a full week of events planned for the Talawanda School District, Miami University, and the Oxford community and was a huge success when they were here in 2013.

Mr. Elliott advised the City of Oxford and the City of Differdange, Luxembourg have expressed an interest in creating a Sister Cities partnership noting Miami University's Dolibois European Center is located in Differdange so it makes sense to formalize an agreement between the two cities. Mr. Elliott noted such an agreement could serve to further strengthen the relationship between our two communities and provide opportunities, beyond those already offered by Miami University to students, to nurture economic, social, and cultural understanding and goodwill. Mr. Elliott advised that representatives of Differdange, Luxembourg will be coming to Miami University and Oxford on February 18-21 of this year. Mr. Elliott noted their purpose is to visit Miami University and to finalize a Sister Cities agreement between our two communities and he advised that he has been working with Mayor Rousmaniere along with officials from Miami University to make preparations for this visit. Mr. Elliott also advised he has drafted a one page Sister Cities agreement to begin this formal relationship between the two communities.

Mr. Elliott provided an update on the deer management program which ended last Sunday, February 4<sup>th</sup> and advised that seven (7) deer had been harvested this year with a total of 98 deer being harvested since the program began in 2009. Mr. Elliott noted the venison can be donated to the Community Meal Pantry in Middletown and through the years the program has donated approximately 2500 pounds of venison to the Pantry for those in need of food.

Mr. Elliott advised that the Governor's budget is proposing a centralized collection of municipal income tax for businesses noting the current legislation, as it relates to our income tax regulations was passed by an earlier General Assembly and the notion of centralized collection of municipal income tax was included in the legislation. Mr. Elliott noted that the Municipal League and many communities fought to get that out of the legislation and voiced his disappointment to see that it is included in the Governor's budget proposal. Mr. Elliott noted staff is pleased with the way our income tax is administered by the Regional Income Tax Agency (RITA) which collects and administers the income tax for 209 Ohio municipalities. Mr. Elliott advised that the collection of the City's income tax by RITA has been very effective and efficient noting in 2015 that RITA collected 9.1 million dollars with an administrative cost of \$120,961 which represents 1.32 percent of the city's collection total. Mr. Elliott noted that in the Governor's proposal, the Governor is talking about only charging one (1) percent because many communities have contracts for two to three percent and advised we are talking about a very significant program for the City because it is the largest source of revenue for both the general fund, which funds the city's capital improvement programs, as well as the City's Fire and EMS fund. Mr. Elliott reiterated his concern about the Governor's proposal noting if the State takes it over, will the compliance be as good as it is with RITA. Mr. Elliott expressed his feelings that he hopes the General Assembly will spend time reviewing this proposal and listen to the municipalities on this very important revenue source. Mr. Elliott also advised that the Governor is proposing in his budget a "means test" as part of the local government fund noting the City has seen a reduction in local government funding of approximately fifty (50) percent which amounts to a little over \$350,000 a year. Mr. Elliott advised that he has not seen any details about what the Governor means by a "means test" beyond the general statements that have been sent to the City by the Municipal League, but noted they are basically looking to use this test to determine which political subdivisions will receive how much funding.

Chief Jones thanked Council for the opportunity to swear in the new Police Officer.

Mr. Wooddell thanked the Talawanda School District for recently donating items from the old Kramer Elementary to the TRI Community Center.

Mr. Kyger advised that Hornfeck Family Dentistry had their ribbon cutting tonight and noted they are located at 5279 Morning Sun Road. Mr. Kyger also advised that a ribbon cutting and grand opening was held tonight for the Butler Behavior Health Services/Oxford Community Counseling Center located at 5223 College Corner Pike. Mr. Kyger advised that Anytime Fitness will have their grand opening ribbon cutting on February 22<sup>nd</sup> on College Corner Pike. Mr. Kyger noted the City recently made an announcement to keep the Uptown tree lights on until Daylight Savings and advised he had posted the announcement on the Economic Development's Facebook page noting over 3500 people have looked at the post and made comments such as, "I like the lights so much, they make the Uptown look magical."; "I've been so happy to go Uptown and still see the lights on."; "Great idea."

Mr. McHugh advised that the Black Bridge agreement for the Bike Path has been approved by the Oxford Museum Association and will go to the Oxford Township Trustees for approval on Monday, February 13<sup>th</sup> and thereafter will be go to the County Commissioners for approval.

Mr. Ellerbe congratulated new Police Officer David L. Morgan II on his appointment.

Mr. Dana reiterated City Manager Elliott's concerns regarding the Governor's proposed budget and the possibility of a resolution and urged Council to join him in having a resolution to address the issues that the City faces because of what the State is doing and noted there will be a second opportunity for people to address State Representative Candice Keller. Mr. Dana advised that Ms. Keller was scheduled to meet with City Council earlier in the evening during a work session but noted she had an emergency and could not come and has reached out to him to reschedule the meeting. Mr. Dana noted when Ms. Keller comes back for the rescheduled work session, the public, City Council and staff will have the opportunity to talk with her about issues that surround the City's relationship with the State of Ohio. Mr. Dana offered to provide a document from the Ohio Municipal League to anyone who wanted it that talks about the key points of restoration of the Local Government funds as well confronting the opioids addictions.

Ms. Southard thanked the Talawanda School District for the donation of freezers from the old Kramer Elementary school to the Oxford Choice Pantry noting that kind of cooperation is something that should be celebrated.

Mr. Blackburn inquired if Law Director Steve McHugh was involved with the Sister Cities agreement with Oxford noting Mr. McHugh was involved with a Sister City program in Englewood, Ohio. Mr. Blackburn advised that Mr. McHugh might be able to provide knowledge from his involvement with the Sister City program in Englewood to the City of Oxford in preparing the agreement. Mr. Elliott advised that the agreement will be provided to Council noting it is a general statement which recognizes and formalizes a city-city relationship and advised he and the Law Director have had many conversations regarding the agreement.

Mayor Rousmaniere expressed her disappointment that State Representative Keller had to cancel the work session and expressed her hope the meeting will be rescheduled.

**ADJOURN**

Mr. Dana moved to adjourn at 8:39 p.m. Mr. Blackburn seconded. The motion passed 7-0-0.

# CITY OF OXFORD

## STAFF SUMMARY REPORT

### Report to the City Manager

**Council Meeting of:** February 21, 2017

Service Department  
**Originating Department**

**Account Code #:** N/A

David Treleven  
**Prepared By**

**Budgeted Amount:** N/A

February 7, 2017  
**Date Prepared**

**Agenda Title:** Environmental Commission Meeting of February 1, 2017

**Recommendation:** For Review and Consideration

#### Discussion:

Environmental Commission members present at the Wednesday, February 1, 2017 meeting were: Chair, Mr. Wright Gwyn; Vice-Chair, Mr. Vince Hand; Mr. Kevin Armitage, Ms. Madeline Maurer, and Mr. Andor Kiss. A quorum was present. Commissioners City Council Representative, Mayor Kate Rousmaniere, and Planning Commission Representative, Mr. Robert Bell each had previously notified the Commission that they would be unable to attend the meeting.

The minutes from the January 4, 2017 Environmental Commission meeting were unanimously approved as presented.

Staff updated Commissioners regarding the in-house review of the proposed, draft revisions to Oxford Codified Ordinance Chapter 935 (Trees, Shrubs and Other Plants) regarding preservation and restoration of trees on private property developments. In developing the proposed draft, the Environmental Commission relied upon existing ordinances addressing preservation and restoration of trees and wooded areas from the City of Delaware and City of Springdale, Ohio. Oxford's Service Director and Staff have reviewed the proposed draft text and items were noted that require additional attention. For example, a proposed Tree Survey Plan (taken from Springdale's ordinance) documenting what is present prior to development, is to be prepared by a registered land surveyor or professional engineer. Oxford is of the opinion that a certified arborist should be at least included as a qualified profession to prepare the Survey Plan, if not replacing the other two. As of the February 1, 2017 Environmental Commission meeting, the Community Development Director had not returned comments on the proposed, draft ordinance, as well as the Delaware and Springdale Ordinances for procedural compatibility to Oxford's code requirements for subdivisions, planned developments, and/or large developments.

Staff updated Commissioners on the status of the draft Stormwater Management Design Manual (Manual). Staff is continuing review of the Manual's Chapter 4 (entitled: "Best Management Practices" and was the Commission's contribution to the Manual) source references in the text and additional information sources listed at the conclusion of Chapter 4. Staff noted that the references in the text were not detailed as to where the cited piece of information could be located. Staff asked permission from the

(Continued)

#### Approved By:

Department Head:  
City Manager:

Initial

Date

DRE

2/14/17  
2-16-17

Commission to include this completed information as cite references at the end of Chapter 4 (along with the additional information references), which was granted. Staff also reported that approximately half of the additional information citing sources at the end of Chapter 4 were either incomplete, incorrect (the referenced organizations had changed their names and/or contacting information), and/or had internet links that the world wide web deemed to be in error or linked to web pages with information other than what was intended (one link reportedly on invasive fresh water species went to a site presenting information on surviving immersion into cold water caused by a boating accident). Staff is encountering a fair amount of time spent in locating accurate and correct cite references and/or internet link addresses. The Commissioners requested Staff complete the review and correction of cite and additional information references prior to the next scheduled Commission meeting on March 1, 2017.

Commissions conducted the annual elections for the Chair and Vice-Chair officer positions. Mr. Wright Gwyn was nominated and elected as Chair, and Ms. Madeline Maurer as Vice-Chair. Both elections were unanimous.

Mr. Armitage informed the Commission that he intend to resign from the Environmental Commission following its February 1, 2017 meeting. Chair Gwyn and the other Commissioners expressed their appreciation to Mr. Armitage for his extended time of service to the Commission.

The Commissioners concluded discussion at 7:55 p.m. The next scheduled meeting of the Environmental Commission is on Wednesday, March 1, 2017 at 7:00 p.m., in the Municipal Building's Second Floor Conference Room.

# CITY OF OXFORD

## STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

*Fire*

Originating Department

Council Meeting Of: February 21, 2017

Account Code No. #: 418.152.73115

*John Detherage*  
Prepared By

Budgeted Amount: \$47,500.00

February 14, 2017  
Date Prepared

**Agenda Title:** A Resolution authorizing the purchase of a 2017 GMC Sierra

**Recommendation:** Adopt the Resolution.

**Discussion:** The 2017 capital equipment budget includes \$47,500.00 for the purchase of a vehicle for the fire department. The vehicle to be replaced is a 2003 Ford Expedition. The Expedition has in excess of 115,000 miles and is in poor condition. This vehicle will be outfitted with emergency equipment and used for fire safety inspections, training, general transportation, pulling fire safety and Gator trailers and hauling hose and equipment to and from emergency scenes. The State of Ohio DAS contract includes the GMC Sierra (25AT). The following options are requested in addition to the base vehicle:

|                                                                      |             |
|----------------------------------------------------------------------|-------------|
| Additional Keys                                                      | \$120.00    |
| Bed Liner                                                            | \$160.00    |
| Tow Package                                                          | \$529.00    |
| All Terrain Tires                                                    | \$199.00    |
| Trailer Mirrors                                                      | \$312.00    |
| Running Boards                                                       | \$470.00    |
| Prep Package (HD suspension, alternator, trans cooling, skid plates) | \$384.00    |
| Red Paint                                                            | \$395.00    |
| Base Price                                                           | \$29,004.00 |
| Total Price                                                          | \$31,573.00 |

Staff recommends the purchase of this vehicle from the State Bid contract dealer, Bob Ross Buick/GMC in Centerville, Ohio

Permission is requested to sell the 2003 Expedition on GovDeals.

**Approved By:**

Department Head:  
City Attorney:  
City Manager:

Initial Date

*DRE* \ *2-16-17*

SPECIFICATIONS (Cont'd)**Pickup – 8,500 lbs.-4WD-Crew Cab-Short Bed**  
Item Number 25AT

| Line No.          | Standard Specification Items                     | Minimum Requirements    | Y/N | EXCEPTIONS |
|-------------------|--------------------------------------------------|-------------------------|-----|------------|
| <b>Powertrain</b> |                                                  |                         |     |            |
| 1.                | Engine Type (Liter/ Cylinder)                    | 5.7L, V8                |     |            |
| 2.                | Horsepower (Net HP)                              | 360                     |     |            |
| 3.                | Transmission                                     | Automatic               |     |            |
| 4.                | Locking Differential                             | Locking Differential    |     |            |
| 5.                | Alternator (amps)                                | Manufacturer Standard   |     |            |
| 6.                | Battery (CCA)                                    | Manufacturer Standard   |     |            |
| 7.                | Cooling System                                   | Heaviest Duty Available |     |            |
| 8.                | Alternative Fuel (Type)                          | Specify                 |     |            |
| 9.                | Drivetrain                                       | 4WD                     |     |            |
| <b>Exterior</b>   |                                                  |                         |     |            |
| 10.               | Body Side Moldings                               | Manufacturer Standard   |     |            |
| 11.               | Rear Door Type                                   | Locking Tailgate        |     |            |
| 12.               | Bed Length (ft.)                                 | 6.5                     |     |            |
| 13.               | Rear Step Bumper                                 | Manufacturer Standard   |     |            |
| 14.               | Full Size Doors                                  | 4                       |     |            |
| 15.               | Tires                                            | All Season              |     |            |
| 16.               | Spare Tires                                      | Full                    |     |            |
| <b>Safety</b>     |                                                  |                         |     |            |
| 17.               | Restraint System (Driver & Passenger)            | Required                |     |            |
| 18.               | Supplement Restraint System (Driver & Passenger) | Required                |     |            |
| 19.               | Power Antilock Brakes (Front and Rear)           | Required                |     |            |
| <b>Seating</b>    |                                                  |                         |     |            |
| 20.               | Seating Capacity                                 | 6                       |     |            |
| 21.               | Front Seat Type                                  | Split Bench             |     |            |
| 22.               | Seat Covering                                    | Vinyl                   |     |            |
| 23.               | Floor Covering                                   | Vinyl                   |     |            |
| <b>Dimensions</b> |                                                  |                         |     |            |
| 24.               | Wheelbase (in.)                                  | 149                     |     |            |
| 25.               | Fuel Capacity (Gal.)                             | 31                      |     |            |
| 26.               | Headroom (Front/Rear) (in.)                      | 40/40                   |     |            |
| 27.               | Leg Room (Front/Rear) (in.)                      | 41/39                   |     |            |
| 28.               | Hip Room (Front/Rear) (in.)                      | 60/65                   |     |            |

PRICE SCHEDULE

Minority Business Enterprise Award In Accordance with ORC CH. 125.081

\*ITEM #25AT- PICKUP-8,500 LBS.,4WD-CREW CAB-SHORT BED

|                                  |                                      |                          |               |
|----------------------------------|--------------------------------------|--------------------------|---------------|
| DELIVERY:                        | INDICATE CITY/STATE OF MANUFACTURER: |                          |               |
| 60 - 150 DAYS A.R.O. (SEE IV.A.) | Flint, Michigan                      |                          |               |
| CONTRACTOR:                      | MFG:                                 | MODEL:                   | MODEL NUMBER: |
| Bob Ross Buick, Inc.             | GMC                                  | Sierra 2500              | TK25743       |
| ITEM ID NO.: 30633               | ESTIMATED # OF UNITS: 28             | UNIT PRICE: \$ 29,004.00 |               |

| ITEM ID NO. | DELIVERY CHARGE                                                                              | UNIT COST |
|-------------|----------------------------------------------------------------------------------------------|-----------|
| 31124       | Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: | \$ 0.50   |
| 31131       | Minimum Delivery Charge                                                                      | \$ 100.00 |

| ITEM ID NO. | DEALER<br>OPTION/ORDER<br>CODE | OPTION                                                                                                                                                | UNIT COST   |
|-------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 30634       | TEMP                           | 45-Day Tags                                                                                                                                           | \$ 18.50    |
| 30635       | PARTS                          | Parts Manual (Electronic)                                                                                                                             | \$ 475.00   |
| 30636       | SERVICE                        | Service Manual (Electronic)                                                                                                                           | \$ 475.00   |
| 30637       | KEYS                           | Additional Set of Keys with FOB Enabling Electronic Keyless Entry                                                                                     | \$ 120.00   |
| 30638       | SBE                            | Seat Belt Extender (1 unit)                                                                                                                           | \$ 0.00     |
| 30639       | CLOTH                          | Cloth Seat Covering                                                                                                                                   | \$ 0.00     |
| 30640       | LINER                          | Bed Liner:<br>Plastic                                                                                                                                 | \$ 160.00   |
| 30641       | TOW                            | Tow Hitch/7-Pin Receptacle/Brake Controller                                                                                                           | \$ 529.00   |
| 30642       | TOW                            | 7-Pin Trailer Receptacle Wiring<br>(See Supplement A, page 161)                                                                                       | \$ 0.00     |
| 30643       | A/T                            | All Terrain Tires                                                                                                                                     | \$ 199.00   |
| 30644       | DPN                            | Trailer Tow Mirrors                                                                                                                                   | \$ 312.00   |
| 30645       | BA                             | Backup Alarm                                                                                                                                          | \$ 122.00   |
| 30646       | RB                             | Step Rails/Running Boards                                                                                                                             | \$ 470.00   |
| 30647       | UTB                            | 6-Door Utility Body                                                                                                                                   | \$ 3,975.00 |
| 30648       | 8BED                           | 8 ft. Bed in Lieu of 6.5 ft. Bed                                                                                                                      | \$ 198.00   |
| 30649       | VYU                            | Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.)<br>Does not include Snow Plow | \$ 384.00   |
| 30650       | 8SP                            | Snow Plow Package<br>(order w/Snow Plow Prep Package)<br>Blade Length: 8'                                                                             | \$ 3,475.00 |

\*Indicates results from the award of ITB No. RS901117.

Cardinal Red

#31,178  
395

#31,573

CONTRACTOR'S INDEXCONTRACTOR AND TERMS:

136939  
Byers Chrysler Dodge Jeep Ram  
465 S. Hamilton Road  
Columbus, OH 43213

CONTRACTOR'S CONTACTS: Tom Allen

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS901017 - 1

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Telephone: (614) 782-2738  
FAX: (614) 782-2720  
E-mail: [tallen@byersauto.com](mailto:tallen@byersauto.com)

E-mail: [tallen@byersauto.com](mailto:tallen@byersauto.com)



Minority Business Enterprise

224141  
Buick GMC of Beachwood  
25975 Central Parkway  
Beachwood, OH 44122

CONTRACTOR'S CONTACT: Rich Pavick

Method of receiving Purchase Orders:

CONTRACT NO.: RS901017 - 2

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Telephone: (216) 514-2700  
FAX: (216) 727-3453  
E-mail: [rpavick@berniemoreno.com](mailto:rpavick@berniemoreno.com)

E-mail: [rpavick@berniemoreno.com](mailto:rpavick@berniemoreno.com)



Minority Business Enterprise

233755  
Bob Ross Auto, Inc.  
85 Loop Rd.  
Centerville, OH 45459

CONTRACTOR'S CONTACT: Vauni Warren Blaut

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS901017 - 3

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (866) 674-6730  
Telephone: (937) 433-0990 ext. 3139  
FAX: (513) 732-2868  
E-mail: [fleet@bobrossauto.com](mailto:fleet@bobrossauto.com)

E-mail: [fleet@bobrossauto.com](mailto:fleet@bobrossauto.com)

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BOB ROSS BUICK/GMC FOR THE PURCHASE OF A 2017 GMC SIERRA AND SPECIFIED OPTIONS WITH 30-DAY TAGS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$31,573.00 AND TO DISPOSE OF A 2003 FORD EXPEDITION, AS A SURPLUS VEHICLE THROUGH ELECTRONIC AUCTION.

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

SECTION 1: Council hereby authorizes the Fire Department to purchase a 2017 GMC Sierra and specified options with 30-day tags at State Contract pricing at a cost not to exceed \$31,573.00 and to dispose of one (1) surplus vehicle through electronic auction.

SECTION 2: The City Manager is hereby authorized to enter into a contract with Bob Ross Buick/GMC for the purchase of a 2017 GMC Sierra and specified options at State Contract pricing at a cost not to exceed \$31,573.00.

SECTION 3: Funds in the amount of \$47,500.00 have been appropriated in the 2017 Capital Equipment Budget for the purchase of a vehicle for the Fire Department.

SECTION 4: Council further authorizes the sale of a 2003 Ford Expedition to the highest bidder through electronic auction utilizing GovDeals, Inc.

SECTION 4: 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: Douglas Elliott**

*Police*

**Originating Department**

**Council Meeting Of: February 21, 2017**

*John A. Jones*

**Account Code No. #: 412.110.52520**

**Prepared By**

**Budgeted Amount: \$47,403.00**

**Feb 13, 2017**

**Date Prepared**

**Agenda Title:** Resolution authorizing the City Manager to enter into a contract with Byers Chevrolet for the purchase of one (1) Chevrolet Tahoe with specified manufacturer installed options at State Contract pricing for an amount not to exceed \$35,679.50.

**Recommendation: Approve**

**Discussion:** The 2017 budget includes \$47,403.00 in the Enforcement and Education Fund for the purchase of a Police Command Vehicle and equipment necessary to maintain the operating integrity of the Police Department.

This resolution will authorize the City Manager to enter into a contract with Byers Chevrolet for the purchase of one (1) Chevrolet Tahoe with specified manufacturer installed options at State Contract pricing for an amount not to exceed \$35,679.50.

**State Contract #RS900917-1**

**Approved By:**

**Department Head:**

**City Attorney:**

**City Manager:**

**Initial Date**

*JAJ* 2-16-17

*DRE* 2-16-17



www.byersauto.com

2/2/2017

City of Oxford

|                                          |             |                                              |
|------------------------------------------|-------------|----------------------------------------------|
| 2017 Chevrolet Tahoe 4wd pursuit package | \$34,813.00 |                                              |
| Temp tag                                 | 18.50       |                                              |
| Delete spotlight                         | (100.00)    |                                              |
| 9U3 delete center console                | no charge   |                                              |
| 6C7 dome light                           | 168.00      |                                              |
| Q5U bright machined aluminum wheels      | 490.00      | (polished not available with police package) |
| BTV remote start                         | 290.00      |                                              |
| 5T5 cloth front/vinyl rear seat          | no charge   |                                              |
| Total                                    | \$35,679.50 |                                              |

Feel free to contact me with any questions.

Sincerely,

Tom Allen  
Fleet Sales Manager  
Byers Chevrolet/Byers Ford/Byers Chrysler, Dodge, Jeep, Ram  
5887 N. Meadows Dr.  
Grove City, Ohio 43123  
Direct 614) 782-2738  
Fax 614) 782-2720  
Mobile 614) 353-8961

PO Box 16513 • Columbus, OH 43216-6513



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BYERS CHEVROLET FOR THE PURCHASE OF ONE (1) 2017 CHEVROLET TAHOE AND SPECIFIED OPTIONS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$35,679.50.

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

SECTION 1: Council hereby authorizes the Division of Police to purchase one (1) 2017 Chevrolet Tahoe and specified options at State Contract pricing at a cost not to exceed \$35,679.50.

SECTION 2: The City Manager is hereby authorized to enter into a contract with Byers Chevrolet for the purchase of one (1) 2017 Chevy Tahoe and specified options at State Contract pricing at a cost not to exceed \$35,679.50.

SECTION 3: Funds have been appropriated for the purchase price authorized.

SECTION 4: 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**

Community Development  
**Originating Department**

**Council Meeting Of:** February 21, 2017

Jung-Han Chen  
**Prepared By**

**Account Code No. #:**

**Budgeted Amount:** N/A

February 13, 2017  
**Date Prepared**

|                      |                                                                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Title:</b> | <b>Resolution for a temporary abatement of the noise ordinance No. 2550, Section 509.09 on Thursday, April 20 and 21, 2017 from 8:00 am until 9 pm, in and around Millet Hall on Miami University</b> |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                        |                 |
|------------------------|-----------------|
| <b>Recommendation:</b> | <b>Approval</b> |
|------------------------|-----------------|

The applicant has been filed by the Oxford Visitors Bureau on behalf of the Winter Guard International (WGI) for this year's percussion performance to be taken place on April 20-21, 2017. The noise abatement is sought to cover the time between 8 AM till 9 PM for these two days. MU Police Department and Intercollegiate Athletic Department will jointly monitor the sound levels during this event as well. This is one of the two events that WGI is bringing into Oxford. The other event is the Color Guard performance from April 6 through April 8.

This noise abatement application for the Percussion performance was presented to the Student Community Relations Commission at its February 10, 2017 meeting and was recommended by the Commission to Council to approve the abatement of noise during said time period.

**Approved By:**

**Department Head:**

**City Attorney:**

**City Manager:**

**Initial Date**

*JHC* 2/13/17  
*JHC* 2-12-17



January 24, 2017

Dear Mr. Chen,

Please find attached our request for a Noise Abatement for the Winter Guard International Event to be held in Oxford April 20<sup>th</sup> and 21<sup>st</sup>, 2017.

Winter Guard International brings two competitions to Oxford in April:

- **April 6-8<sup>th</sup>** is the Color Guard performances (flag). There is no sound needed for this event.
- **April 20-21<sup>st</sup>** is the Percussion Performances. *Sound Abatement Requested*
  - This event is a competition of high school percussion bands that perform inside Millett Hall. The bands do warm up outside of Millett Hall on the lawn, and since it is drums, we are seeking a noise abatement.

This event is valuable to the City of Oxford because each weekend brings in over 1,000 guests in addition to the 1,000 performers. These individuals eat and dine in our community and are supporting local businesses. In addition, the staff of the event stay overnight at the Hampton Inn, adding hotel stays to the economic impact of this event.

With the loss of the Adidas Soccer Tournament this year, welcoming other visitor groups to town during this time has become a goal of the Visitors Bureau. We hope you will permit this Sound Abatement and help us welcome the Winter Guard International to our community.

Sincerely,

Jessica Greene  
Executive Director

**CITY OF OXFORD**  
**NOISE ABATEMENT APPLICATION**

DATE REQUESTED

1/24/2017

See below

A.M.

A.M.

P.M.

To:

P.M.

From:

ORGANIZATION (Event Sponsor)

ADDRESS:

Winter Guard International

2405 Crosspointe Dr.

Duyton, OH 45342

RESPONSIBLE (must be over 18 yrs.)

PARTY:

Bart Woodley

937-247-5919 ext 302

ACTIVITY/EVENT TO BE UNDERTAKEN: 2017 Dates:

April 20<sup>th</sup> 8AM-9PM

April 21<sup>st</sup> 8AM-6PM 9PM

NUMBER OF PEOPLE ESTIMATED TO ATTEND: 1,000

OPEN TO PUBLIC

YES

NO

ALCOHOL AVAILABLE

YES

NO

HELD ON PUBLIC PROPERTY

YES

NO

Millett Hall

INTENDED AUDIENCE: Those interested in percussion arts

DESCRIPTION OF EVENT: Indoor percussion performance. Similar to  
Marching band. Band warm ups are outside

PLACE OF EVENT: Millett Hall

TYPE OF SOUND EQUIPMENT TO BE USED: \_\_\_\_\_

SOUND MONITORING PLANS (including person in charge of this process)

MU Police + ICA will monitor sound levels

I understand that the event/activity must be open to the public and be alcohol free.

Applicants signature

James J. James

Date

1/24/17

on behalf of Bart Woodley

Winter Guard International

## **RESOLUTION NO.**

A RESOLUTION AUTHORIZING A TEMPORARY ABATEMENT OF THE NOISE ORDINANCE NO. 2550, SECTION 509.09, ON THURSDAY, APRIL 20, 2017 FROM 8:00 A.M. UNTIL 9:00 P.M. AND ON FRIDAY, APRIL 21, 2017 FROM 8:00 A.M. UNTIL 9:00 P.M. AT MILLETT HALL AND IN SURROUNDING PARKING AREAS ON MIAMI UNIVERSITY'S CAMPUS FOR THE WGI SPORT OF THE ARTS PERCUSSION PERFORMANCE COMPETITION.

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

SECTION 1: The City Manager and the Police Chief recommend a temporary abatement of the Noise Ordinance No. 2550, Section 509.09, for the WGI Sport of the Arts Percussion Performance Competition on Thursday, April 20, 2017 from 8:00 a.m. until 9:00 p.m. and on Friday, April 21, 2017 from 8:00 a.m. until 9:00 p.m. at Millett Hall and in surrounding parking areas on Miami University's campus in accordance with the provisions in the Noise Ordinance No. 2550, Section 509.11, Exceptions to Noise Restrictions, Section G: "Noises resulting from authorized public activities such as parades, fireworks, sports events, musical productions and other activities which have the approval of the City of Oxford, Ohio."

SECTION 2: Council having reviewed the recommendation and finding this to be a public activity hereby authorizes the City Manager to issue a temporary abatement of the Noise Ordinance.

SECTION 3: The City Manager is hereby authorized to approve a temporary abatement of the Noise Ordinance No. 2550 Section 509.09 for the WGI Sport of the Arts Percussion Performance Competition on Thursday, April 20, 2017 from 8:00 a.m. until 9:00 p.m. and on Friday, April 21, 2017 from 8:00 a.m. until 9:00 p.m. at Millett Hall and in surrounding parking areas on Miami University's campus.

SECTION 4: 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**

Community Development  
**Originating Department**

**Council Meeting Of:** February 21, 2017

Jung-Han Chen

**Account Code No. #:**

**Prepared By:**

**Budgeted Amount:**

February 14, 2017

**Date Prepared:**

**Resolution to authorize the City Manager to submit Safe Route to School (SRTS) grant application to the Ohio Department of Transportation**

**Recommendation: Approval**

**Discussion:**

Staff is preparing a Safe Route to School grant application to Ohio Department of Transportation as part of the overall effort to encourage and enable students in grades K-8 to walk or ride their bikes to school. The grant funding is part of the Transportation Alternation Program administered by the Department of Transportation. This round of application is still focusing on safe route to Kramer Elementary School. This is a 2017 funding request.

The grant application is to seek funding for the following improvements, at the minimum:

1. Traffic signalization at the intersection of Sycamore St. and Brown Road.
2. Installing sidewalk from the end of Northridge subdivision to the new Kramer building.
3. Installation of missing sidewalks on the west side of Brown Road.

The City Engineer is preparing a certified cost estimates for two main items to comply with the requirements. A preliminary estimate for the grant is approximately \$240,000 for these improvements, but the figures could be modified in some areas. The program is an 80/20 split between the state and the City. Should the City receive grant from ODOT, a local match would need to be appropriated to meet this requirement.

Staff is recommending Council's approval to submit this grant application to the Ohio Department of Transportation. The deadline is March 3, 2017.

**Approved By:**

**Department Head:**

**City Attorney:**

**City Manager:**

*JHC 2/16/17*  
*DRE 2/16/17*

## **RESOLUTION NO.**

A RESOLUTION OF COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT AN OHIO DEPARTMENT OF TRANSPORTATION GRANT APPLICATION REQUESTING FUNDING THROUGH THE SAFE ROUTES TO SCHOOL PROGRAM IN AN AMOUNT NOT TO EXCEED \$240,000.00 WITH A 20% LOCAL MATCH FOR THE INSTALLATION OF TRAFFIC SIGNALIZATION AT THE INTERSECTION OF SYCAMORE STREET AND BROWN ROAD AND FOR THE INSTALLATION OF SIDEWALK ON THE WEST SIDE OF BROWN ROAD AND FOR OTHER IMPROVEMENTS AS DEEMED NECESSARY.

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

SECTION 1: The City Manager recommends he be authorized to submit a grant application requesting funding through the Ohio Department of Transportation's Safe Routes to School Program in an amount not to exceed \$240,000.00 with a 20% local match for the installation of traffic signalization at the intersection of Sycamore Street and Brown Road and for the installation of sidewalk on the west side of Brown Road and for other improvements as deemed necessary.

SECTION 2: Council having determined these improvements would be beneficial to the City and surrounding community, hereby supports the use of grant funds to assist with the improvements listed above.

SECTION 3: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to submit a grant application requesting funding through the Ohio Department of Transportation's Safe Routes to School Program in an amount not to exceed \$240,000.00 with a 20% local match for the installation of traffic signalization at the intersection of Sycamore Street and Brown Road and for the installation of sidewalk on the west side of Brown Road and for other improvements as deemed necessary.

SECTION 4: 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: Douglas Elliott**

*Police*

**Originating Department**

**Council Meeting Of: February 21, 2017**

*John A. Jones*

**Account Code No. #: 140.110.61104  
410.110.52520**

**Prepared By**

**Budgeted Amount: \$66,000**

**Feb 13, 2017**

**Date Prepared**

**Agenda Title: Resolution authorizing the City Manager to enter into a contract with Lebanon Ford for the purchase of two (2) Ford Interceptor Utility Vehicle at State Contract pricing for an amount not to exceed \$55,700.**

**Recommendation: Approve**

**Discussion:** The 2017 budget includes \$66,000.00 in the Capitol Equipment Fund and Law Enforcement Trust fund for the purchase two police cruisers and equipment necessary to maintain the operating integrity of the Police Department.

This resolution will authorize the City Manager to enter into a contract with Lebanon Ford for the purchase of two (2) Ford Interceptor Utility Vehicles with specified manufacturer installed options at State Contract pricing for an amount not to exceed \$55,700.

**State Contract #RS900917**

**Approved By:**

**Department Head:**

**City Attorney:**

**City Manager:**

**Initial Date**

*[Signature]* / 2-16-17

*DRE* / 2-16-17

# LEBANONFORD<sup>TM</sup>

## COMMERCIAL



EXPLORER 4-  
DOOR

2017 4DR AWD POLICE  
3.7L V6 TIVCT ENGINE  
6-SPEED AUTO TRANSMISSION

Exterior

BLACK EBONY

Interior

CHARCOAL BLACK INTERIOR CLOTH  
BUCKETS VINYL REAR SEATS

### EXTERIOR

- . 245/55R18 A/S POLICE TIRES
  - . 18" H.D. STEEL WHEELS
  - . 18" WHEEL HUB CAP
  - . FULL SIZE 18" SPARE W/TPMS
  - . DUAL POWER MIRRORS
  - . INTEGRATED SPOTTER MIRRORS
  - . HALOGEN HEADLAMPS
  - . PRIVACY GLASS 2ND/3RD ROW
  - . DUAL EXHAUST SYSTEM
  - . GRILLE - BLACK
  - . KEY LOCKS (DR/PASS/LFTGT)
  - . EASY FUEL CAPLESS FILLER
- ### INTERIOR
- . BLACK VINYL FLOOR COVERING
  - . PWR DR SEAT/6-WAY/M LUMBAR
  - . MANUAL PASS SEAT - 2-WAY
  - . CLOTH BUCKET FRONT SEATS
  - . 60/40 SPLIT VINYL REAR
  - . TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
  - . 1-TOUCH DOWN DRIVER WINDOW
  - . A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
  - . CERTIFIED SPEEDOMETER
  - . ENGINE HOUR / IDLE METER
  - . CONSOLE MOUNTING PLATE
  - . UNIVERSAL TOP TRAY
  - . RED / WHITE DOME LAMP

### FUNCTIONAL

- . ALL WHEEL DRIVE SYSTEM
- . COLUMN MOUNTED SHIFTER
- . HEAVY DUTY 78-AMP BATTERY
- . 220 AMP ALTERNATOR
- . POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- . HEAVY DUTY SUSPENSION
- . POWER STEERING W/EPAS
- . ENGINE OIL COOLER
- . TRANSMISSION OIL COOLER
- . POWER LOCKS AND WINDOWS
- . AM/FM SINGLE CD/MP3, 6SPKR
- . ADJUST PEDALS, NON MEMORY
- . BATTERY SAVER FEATURE
- . POWERPOINTS (2)

### SAFETY/SECURITY

- . 75 MPH REAR-CRASH TESTED
- . ADVANCETRAC WITH RSC
- . AIRBAGS - FRONT AND SIDE
- . AIRBAGS - SAFETY CANOPY
- . PERSONAL SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . TIRE PRESSURE MONITOR SYS

### WARRANTY

- . 3YR/36K MILE WARRANTY

STANDARD STATE BID PRICE \$26005.00

Included on this Vehicle

EQUIPMENT GROUP 500A

Optional Equipment

2017 MODEL YEAR

BLACK EBONY

CHARCOAL CLT FRT/VINYL RR

.3.7L V6 TIVCT ENGINE

6-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

FRONT LICENSE PLATE BRACKET

DARK CAR LAMPS INOP \$70.00

SECURE IDLE \$315.00

KEYED ALIKE (NEED CODE) \$75.00

PRE DRILL FRONT \$124.00

21L AUX WARNING LEDS \$645.00

HEATED MIRRORS \$59.00

LED SPOTLIGHT \$315.00

DR/LK HANDLE INOP \$34.00

POWER WINDOW DISABLE \$24.00

REAR CARGO LIGHT \$49.00

REAR VIEW CAMERA STD

DELIVERY FEE \$135.00

TOTAL STATE BID \$27,850.00

FRANK BEAVER LEBANON FORD

614-570-0702

RS900917

GDC050

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LEBANON FORD FOR THE PURCHASE OF TWO (2) 2017 FORD INTERCEPTOR UTILITY VEHICLES AND SPECIFIED OPTIONS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$55,700.00.

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

SECTION 1: Council hereby authorizes the Division of Police to purchase two (2) 2017 Ford Interceptor Utility vehicles and specified options at State Contract pricing at a cost not to exceed \$55,700.00.

SECTION 2: The City Manager is hereby authorized to enter into a contract with Lebanon Ford for the purchase of two (2) 2017 Ford Interceptor Utility vehicles and specified options at State Contract pricing at a cost not to exceed \$55,700.00.

SECTION 3: Funds have been appropriated for the purchase price authorized.

SECTION 4: 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 21, 2017

Account Code #: Not Applicable

Budgeted Amount: \$ N/A

Service Department

**Originating Department**

Michael B. Dreisbach, Service Director

**Prepared By**

February 14, 2017

**Date Prepared**

**Agenda Title:** Text Amending Ordinance 931.13 (b)

**Recommendation:** Approve

### Discussion:

Ordinance 931.13 (b) currently reads as follows:

“Each residential customer may dispose of an unlimited amount of refuse once per week.”

This language should be amended to reflect the current conditions of our solid waste / recycling contract with Rumpke. The current contract allows for up to 10 properly managed containers to be collected each week.

Staff proposes this section be replaced with the following:

“Each residential customer may dispose of up to 10 properly prepared containers of solid waste once per week.”

Approving this change to section 931.13(b) of the Oxford Codified Ordinances will keep the section aligned with the conditions of the current contract.

**Approved By:**

Department Head:

Initial

Date

MBD \ 2/14/17

City Manager:

DRE \ 2-16-17

**931.13 CHARGES.**

(a) Refuse Service. Refuse Service rates and charges are located in the current City of Oxford Fee Ordinance.

(b) Each residential customer may dispose of an unlimited amount of refuse once per week.

(c) Commercial customers requiring additional garbage or refuse to be picked up which is not otherwise in the regular container shall be required to purchase a tag, which tag shall be clearly placed upon the item or bundled items which is (are) to be picked up. Tags shall cost ten dollars (\$10.00) per tag. One tag shall be placed on each non-container or bundled items to be picked up. The waste contractor shall not be required to pick up multiple items unless each item or bundled item has a tag attached. It shall be a violation of Section 931.99 to remove, deface, destroy, or damage a tag.

(d) Compactor users who contract directly with the refuse service provider are required to pay the landfill charge of \$1.2246 per cubic yard disposed, (which will be charged as \$5.30 per cubic yard per month) measured after compaction.

(e) Any commercial customer requiring more than one scheduled refuse or recycling pickup per week will be billed by the City for each additional pickup requested at the contract cost to the City. Unscheduled special pickups will also be billed at the contract cost to the City.

(f) All customers shall be charged a fee for the collection of recyclable materials which is included in the base rates. The fee is listed in the current City of Oxford Fee Ordinance.

(1) For residential customers, recyclable materials shall be placed in a designated 14-gallon bin unless said customer wishes to use a larger container which the customer shall provide. The customer may purchase or rent a larger container through the City, as provided by the contractor. The City will bill customers for additional recyclable pickups and containers requested by the customer at the contract cost to the City. Recyclable materials shall be placed for curbside pickup as is garbage or refuse. Each customer shall be responsible for maintenance and care of the recyclable material container, and each customer shall be charged for the cost to the City of said container should the same be lost, damaged or destroyed. Each customer will affix the service address to the recyclable materials container.

(2) Commercial customers will be permitted to set at curbside up to three thirty-gallon containers for recyclable materials. Each container must be clearly marked recycling. Customers may use a recycling waste wheeler or dumpster (rental or purchase). If a waste wheeler is used, the container should be placed by the customer's refuse waste wheeler or dumpster.

(g) A customer may have special refuse service needs, due to physical space or similar limitations, preventing them from using normal containers (example - in an alley.) The City Manager with the assistance of the Finance Director is authorized to establish rates appropriate for the volume disposed using the same volume-cost basis used for pricing standard containers. (Ord. 3212. Passed 3-19-13.)

## BIDDER PROPOSAL SHEET

(Page 1 of 18)

### OPTION A

A two (2) year contract (2015-2016), with up to three (3) one-year extensions (2017, 2018, and 2019)

**ITEM I**      Collection/disposal of refuse and recyclable materials for up to 10 (ten) containers (with up to 40/45 gallon capacity, or three 90-gallon waste wheeler totes (or equivalent volume), recycling 18-gallon bins, 35-gallon, or 65-gallon recycling totes (or equivalent)).

**Assume:**      3,191 single-family, multi-family, duplex, and other residential, non-dumpster customers. Of these, 1,583 residential accounts s utilize 90-gallon waste wheeler totes for solid waste.

**I.A**      For the figures and sum shown at the right, the contractor agrees to provide once-a-week **RESIDENTIAL "CURB-SIDE"** collection for refuse and/or recycling service per calendar month for a period of at least 2 (two) years, per specifications:

Collection/Disposal\*      \$ \_\_\_\_\_

Recycling (18-gallon or equivalent bin)\*      \$ \_\_\_\_\_

**Total**      **I.A \$** \_\_\_\_\_

For the additional figure shown at the right, the contractor agrees to perform the above-described service in I.A. utilizing a larger, 35- or 65-gallon capacity lidded, wheeled tote (or equivalent volume container) for residential recycling:

Recycling (35-gal. wheeled tote or equivalent)\*      \$ \_\_\_\_\_

Recycling (65-gal. wheeled tote or equivalent)\*      \$ \_\_\_\_\_

**I.B**      For the figures and sum shown at the right, the contractor agrees to provide once-a-week **SPECIAL, REAR and/or SIDE-OF-PROPERTY** collection for residential refuse and/or recycling service per calendar month for a period of 2 (two) years, per specifications:

Collection/Disposal\*      \$ \_\_\_\_\_

Recycling (18-gallon or equivalent bin)\*      \$ \_\_\_\_\_

**Total**      **I.B \$** \_\_\_\_\_

## ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 931.13 ENTITLED CHARGES, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 931.13 ENTITLED CHARGES.

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

SECTION 1: Council hereby finds that it is necessary to repeal Oxford Codified Ordinance Section 931.13 entitled Charges, and adopting new Oxford Codified Ordinance Section 931.13 entitled Charges to reflect the current conditions of the City's solid waste/recycling contract with Rumpke.

SECTION 2: Council hereby repeals Oxford Codified Ordinance Section 931.13 entitled Charges, and adopts new Oxford Codified Ordinance Section 931.13 entitled Charges as follows (additions are bolded and deletions are struck through):

### **931.13 CHARGES.**

(a) Refuse Service. Refuse Service rates and charges are located in the current City of Oxford Fee Ordinance.

(b) Each residential customer may dispose of ~~an unlimited amount of refuse~~ **up to ten (10) properly prepared containers of solid waste** once per week.

(c) Commercial customers requiring additional garbage or refuse to be picked up which is not otherwise in the regular container shall be required to purchase a tag, which tag shall be clearly placed upon the item or bundled items which is (are) to be picked up. Tags shall cost ten dollars (\$10.00) per tag. One tag shall be placed on each non-container or bundled items to be picked up. The waste contractor shall not be required to pick up multiple items unless each item or bundled item has a tag attached. It shall be a violation of Section 931.99 to remove, deface, destroy, or damage a tag.

(d) Compactor users who contract directly with the refuse service provider are required to pay the landfill charge of \$1.2246 per cubic yard disposed, (which will be charged as \$5.30 per cubic yard per month) measured after compaction.

(e) Any commercial customer requiring more than one scheduled refuse or recycling pickup per week will be billed by the City for each additional pickup requested at the contract cost to the City. Unscheduled special pickups will also be billed at the contract cost to the City.

(f) All customers shall be charged a fee for the collection of recyclable materials which is included in the base rates. The fee is listed in the current City of Oxford Fee Ordinance.

(1) For residential customers, recyclable materials shall be placed in a designated 14-gallon bin unless said customer wishes to use a larger container which the customer shall provide. The customer may purchase or rent a larger container through the City, as provided by the contractor. The City will bill customers for additional recyclable pickups and containers requested by the customer at the contract cost to the City. Recyclable materials shall be placed for curbside pickup as is garbage or refuse. Each customer shall be responsible for maintenance and care of the recyclable material container, and each customer shall be charged for the cost to the City of said

container should the same be lost, damaged or destroyed. Each customer will affix the service address to the recyclable materials container.

(2) Commercial customers will be permitted to set at curbside up to three thirty-gallon containers for recyclable materials. Each container must be clearly marked recycling. Customers may use a recycling waste wheeler or dumpster (rental or purchase). If a waste wheeler is used, the container should be placed by the customer's refuse waste wheeler or dumpster.

(g) A customer may have special refuse service needs, due to physical space or similar limitations, preventing them from using normal containers (example - in an alley.) The City Manager with the assistance of the Finance Director is authorized to establish rates appropriate for the volume disposed using the same volume-cost basis used for pricing standard containers.

SECTION 3: 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 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

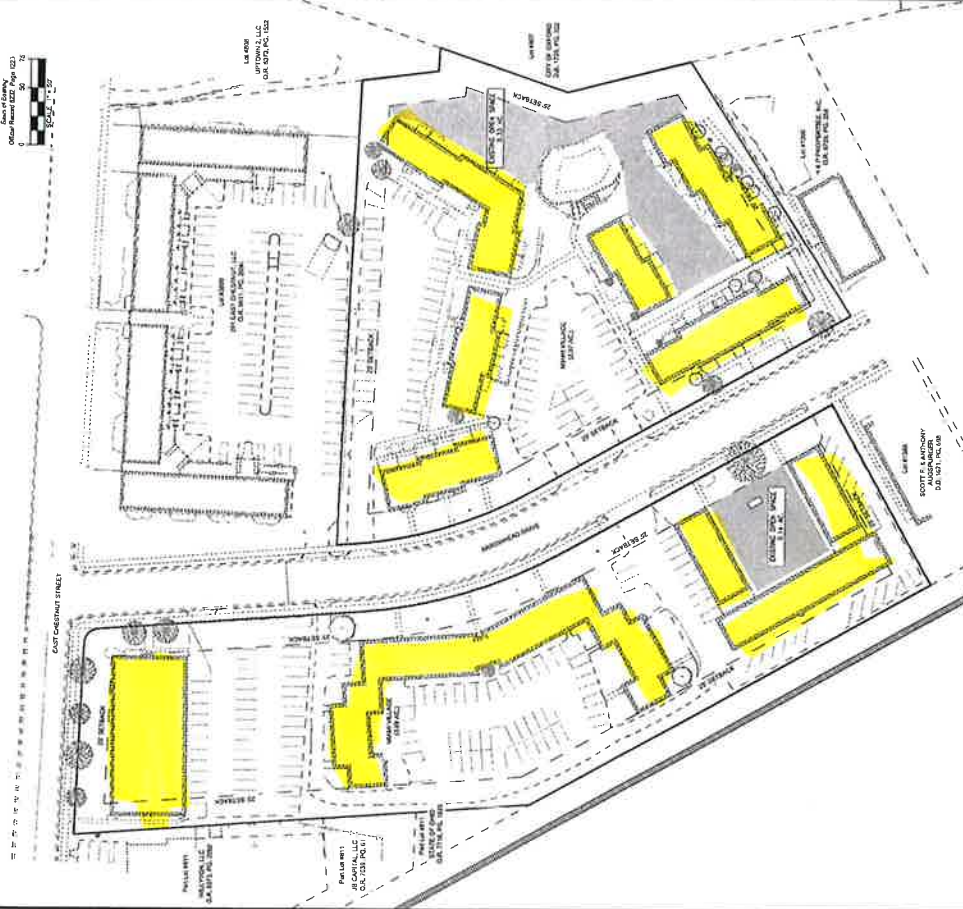
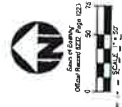
INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)



# Existing

OPEN SPACE  
(EXISTING CONDITIONS)

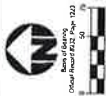


## OPEN SPACE

| 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

|                     |                      |
|---------------------|----------------------|
| [Yellow Shaded Box] | OPEN SPACE           |
| [Hatched Box]       | OPEN SPACE & SETBACK |

"A" 2 of 2

CHESTNUT ROW  
ARROWHEAD DRIVE  
CITY OF OXFORD  
BUTLER COUNTY, OHIO

OPEN SPACE PLAN

**bayer**  
bayer  
110 S. College Avenue, Suite 101  
Oxford, OH 46055-5133 4170

SHEET: 2/2

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

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Report Date</u></b>                          | February 7, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b><u>Case Number</u></b>                          | PC-2016-22                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b><u>Applicant Information</u></b>                | Guy Totino<br>GMS Acquisition LLC                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>Requested Action</u></b>                     | Preliminary & Final Planned Development                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><u>Summary of Request</u></b>                   | Redevelopment of Miami Village<br>Located east and west of Arrowhead Drive, south of Chestnut Street                                                                                                                                                                                                                                                                                                                                                                           |
| <b><u>Public Hearing Information</u></b>           | 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.                                                                                                                                                                              |
| <b><u>Commission Action</u></b>                    | The Planning Commission voted 7-0-0 recommending approval with conditions.                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b><u>Commission Findings and Conclusions</u></b>  | The Planning Commission discussed at length this project and vision of the area.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b><u>Exhibits Submitted to the Commission</u></b> | <ol style="list-style-type: none"><li>1. Staff Report Dated January 3, 2017</li><li>2. Interoffice Review Transmittal Sheets</li><li>3. Surrounding Property Owner Notifications Map</li><li>4. Staff submitted aerial photograph of site</li><li>5. Letter of Agency</li><li>6. Applicant Submitted Revised Site Plan at the January 10, 2017 Planning Commission Meeting</li><li>7. Planned Development Application and Pertinent Documents Submitted by Applicant</li></ol> |

**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:                 | <b>The Verge (f.k.a. Chestnut Row) Preliminary and Final Planned Development</b> – 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.                                       |

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**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

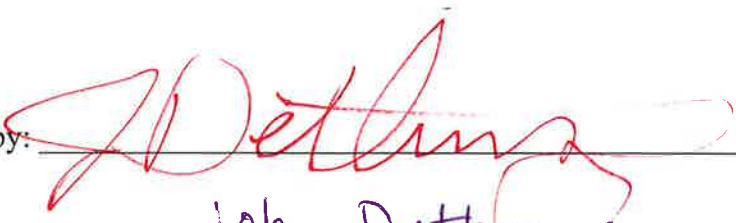
**PC-2016-22 PRELIMINARY & FINAL PLANNED DEVELOPMENT**, redevelopment of Miami Village, east and west sides of Arrowhead Drive, south of Chestnut Street, **GMS Acquisitions LLC**, **Guy Totino, Applicant/Agent**

  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

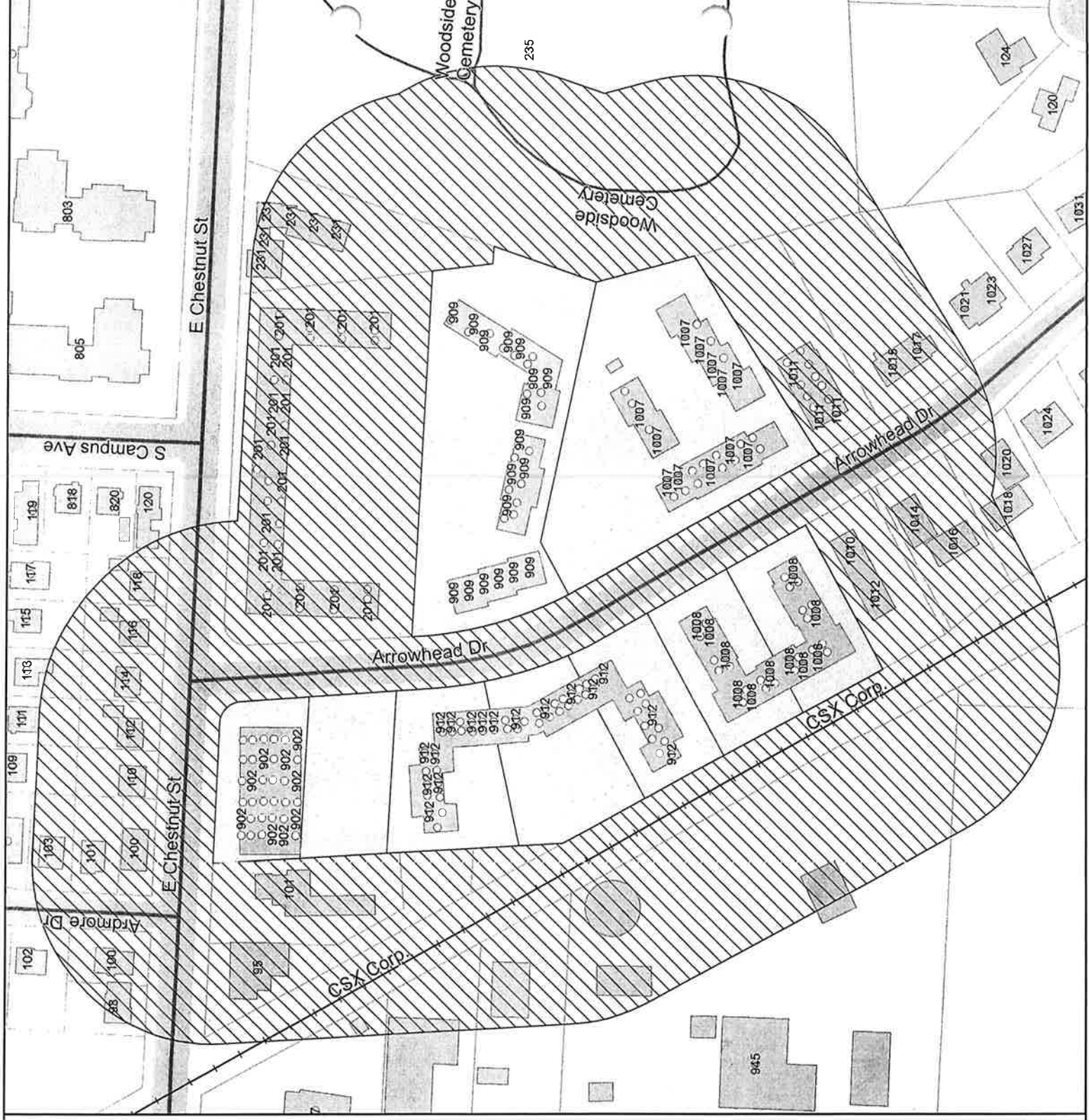
 16.5' Vacated ROW

 Building Footprint

 Paved Roadway

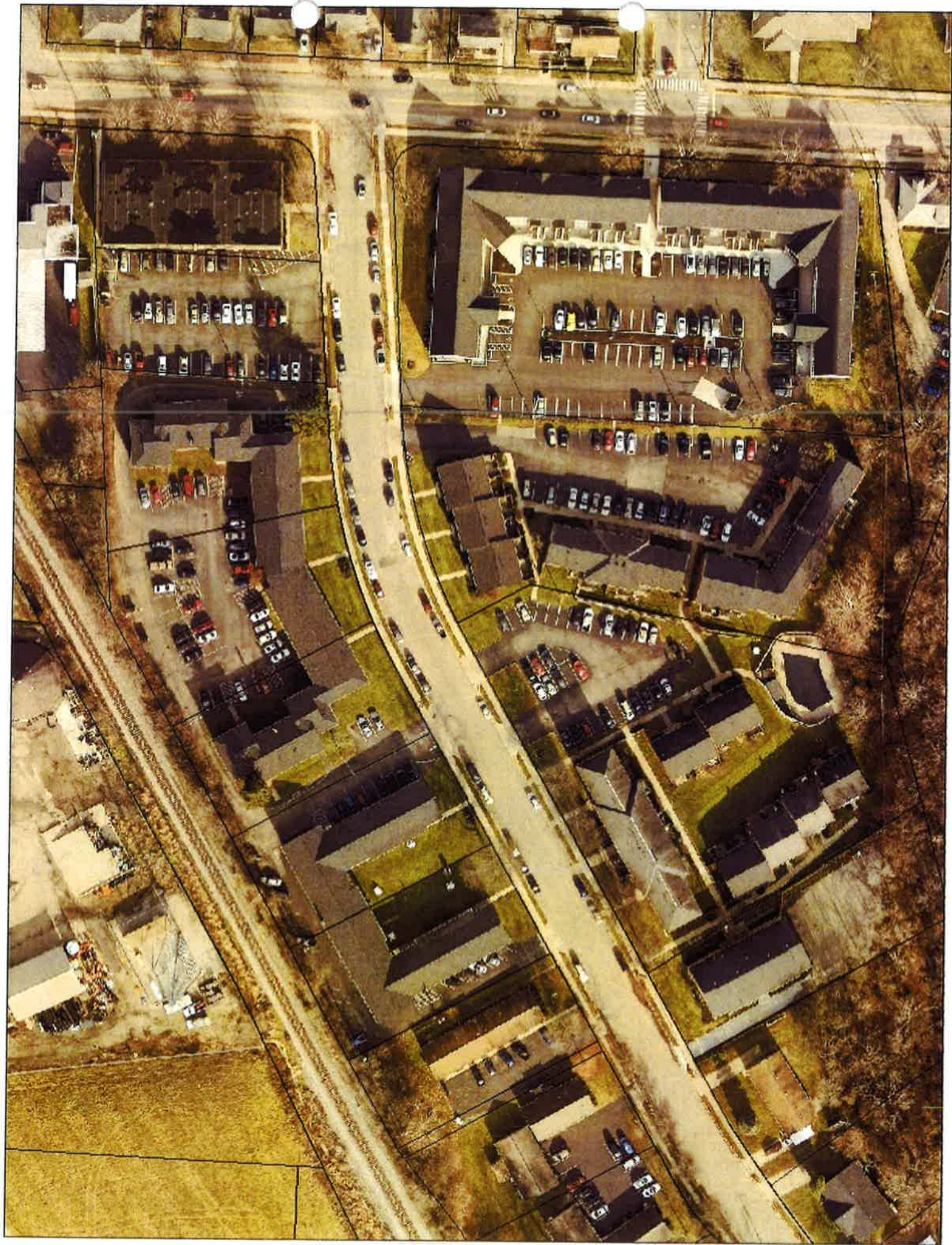


1 inch = 150 feet



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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 1145.05<sup>1</sup>) 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 Search<sup>2</sup> 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 1145.06<sup>1</sup>.

## 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 rate<sup>3</sup>.

## 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

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

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

<sup>3</sup> 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,

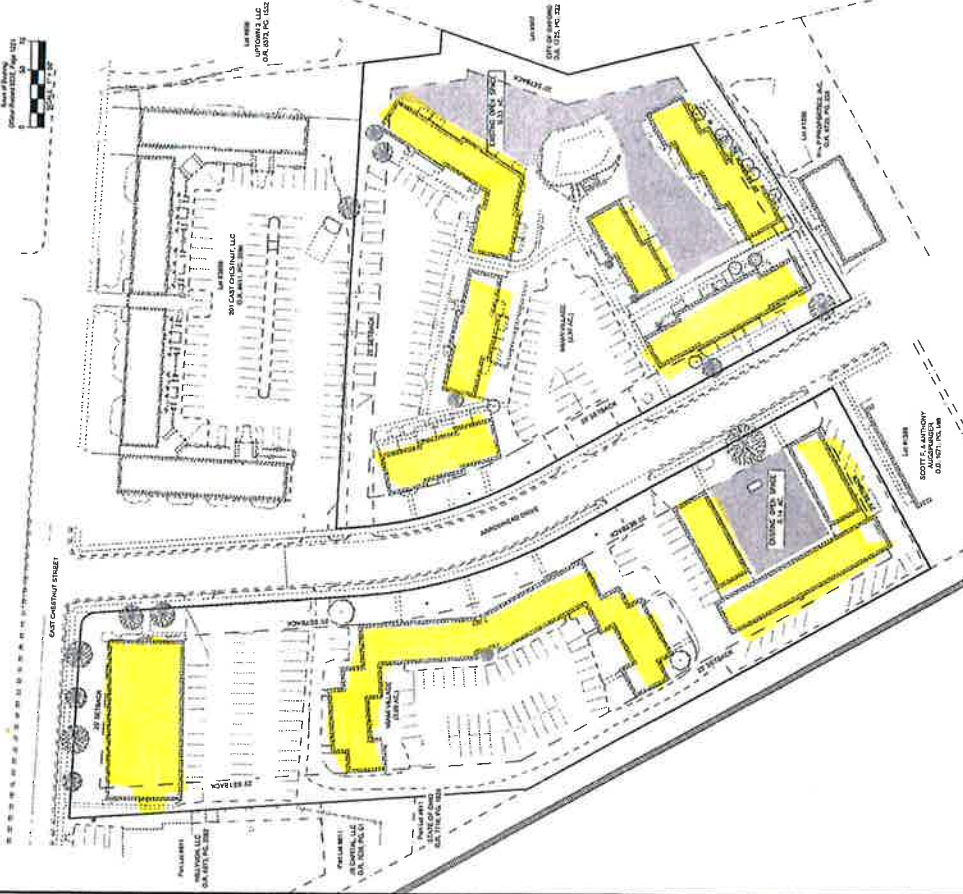
A handwritten signature in cursive script, appearing to read "Brooke Lindholm".

Brooke Lindholm, PE

C2.0

# Existing

OPEN SPACE  
(EXISTING CONDITIONS)

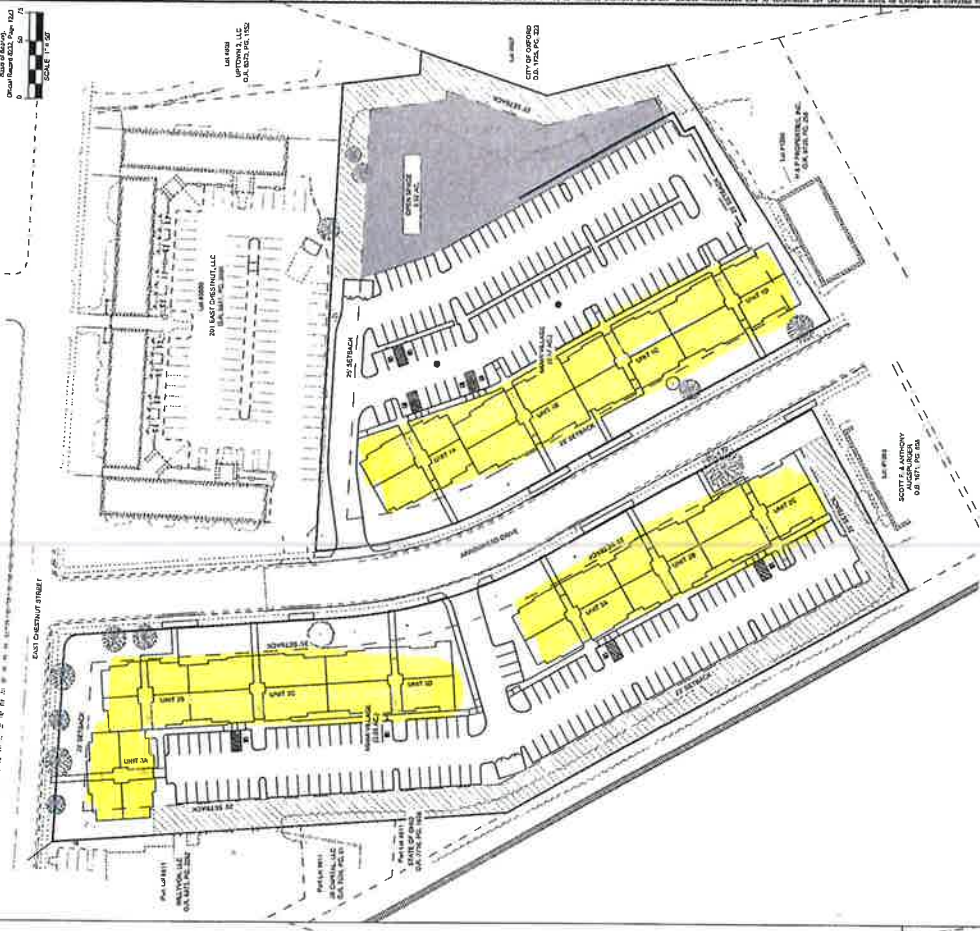


**OPEN SPACE**

|                            |                  |
|----------------------------|------------------|
| TOTAL LOT AREA             | 6.001 AC         |
| REQUIRED OPEN SPACE        | 1.21 AC (20%)    |
| EXISTING CONDITIONS        | 0.07 AC (7.75%)  |
| PROPOSED CONDITIONS        | 0.32 AC (8.99%)  |
| WITH SETBACK               | 1.27 AC (20.85%) |
| NET INCREASE IN OPEN SPACE | 0.08 AC (1.33%)  |

# Proposed

OPEN SPACE  
(PROPOSED CONDITIONS)



**LEGEND**

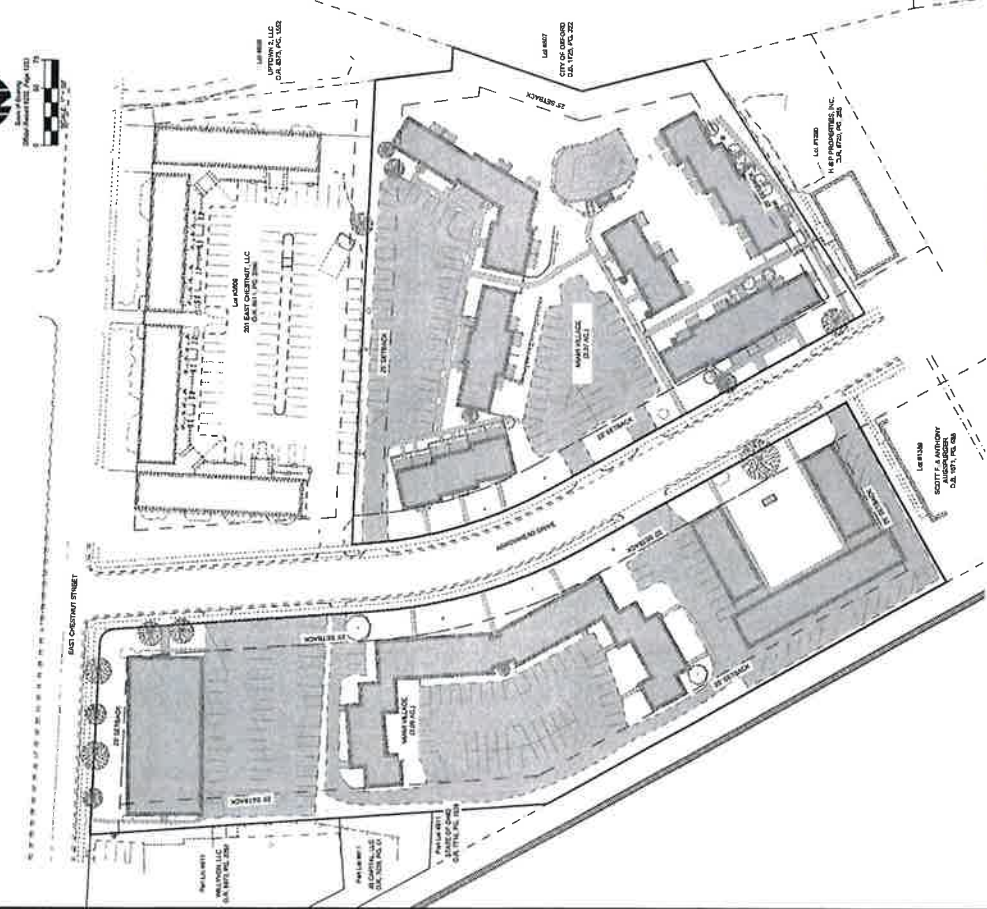
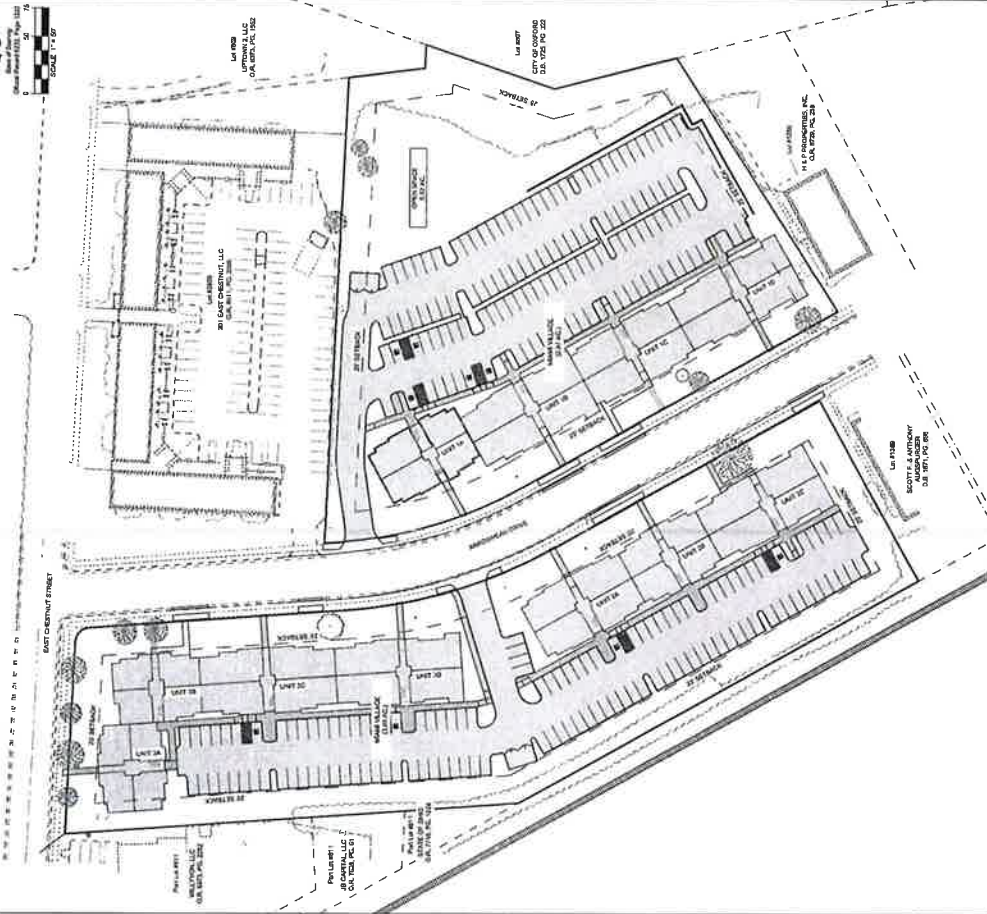
|                         |  |
|-------------------------|--|
| OPEN SPACE              |  |
| OPEN SPACE WITH SETBACK |  |

CHESTNUT ROW  
ARROWHEAD DRIVE  
BUTLER COUNTY, OHIO  
OPEN SPACE PLAN



LOT COVERAGE  
(PROPOSED CONDITIONS)

LOT COVERAGE  
(EXISTING CONDITIONS)



**LOT COVERAGE**

| ALLOWED (RD ZONING) *           | 3.0 ACRES (80%)  |
|---------------------------------|------------------|
| ALLOWED (PLD) *                 | 2.42 ACRES (60%) |
| EXISTING CONDITIONS             | 6.861 AC         |
| PROPOSED CONDITIONS             | 5.24 AC (86.45%) |
| NET DECREASE IN IMPERVIOUS AREA | 1.62 AC (23.55%) |

LEGEND

**becker**  
110 S College Avenue, Suite 101  
Oxford, OH 45050-5333  
www.beckerinc.com  
513.523.4370

**CHESTNUT ROW**  
ARROWHEAD DRIVE  
BUTLER COUNTY, OHIO  
CITY OF OXFORD

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

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- 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, 9<sup>th</sup> 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)

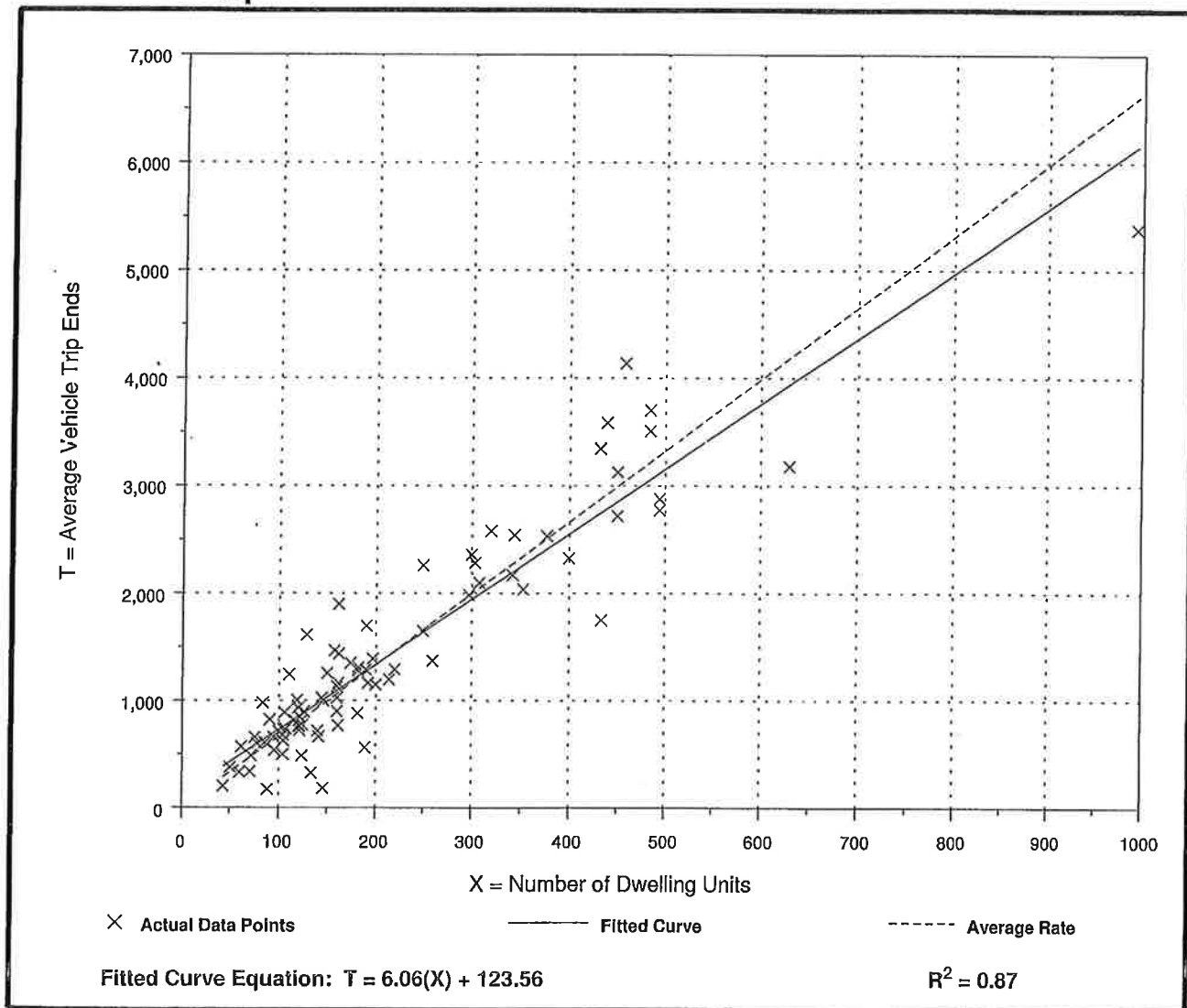
## Average Vehicle Trip Ends vs: Dwelling Units On a: Weekday

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)

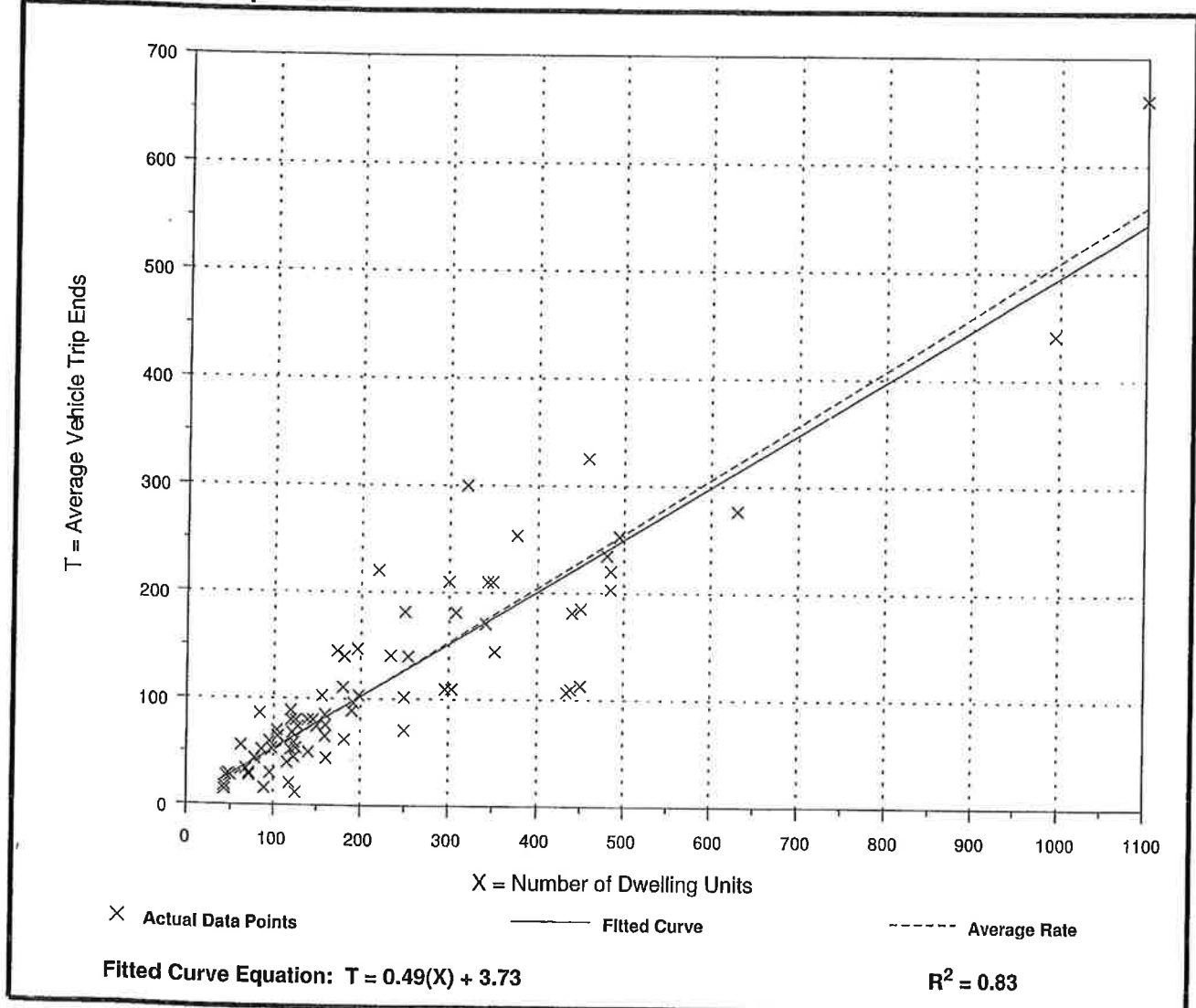
**Average Vehicle Trip Ends vs: Dwelling Units**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**

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)

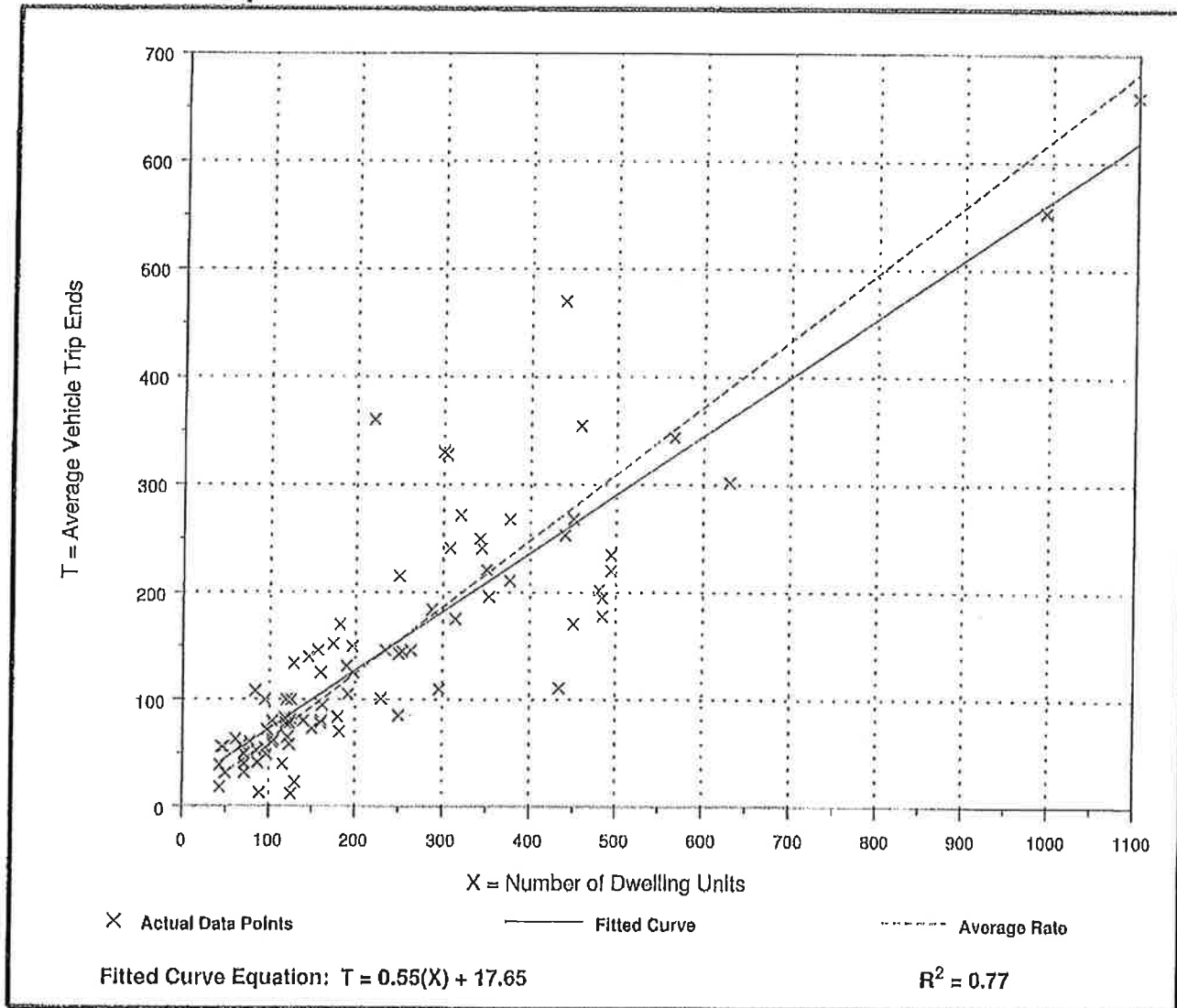
Average Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

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 <sup>3</sup> |        |     |     |    |    | Grown from 2014 |
| 2014 | 7,652 <sup>3</sup> |        |     |     |    |    | 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  | Other Principal Arterial    | Minor Arterial    |
|---------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|-------------------|
| Lane Width                      | Inside Shoulder Width                               | 12 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 11 - 12 feet                 | 11 - 12 feet                | 10 feet - 12 feet |
|                                 | Outside Shoulder Width                              | 4 feet - 12 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0 feet - 6 feet              | 0 feet                      | 0 feet            |
|                                 | AADT <sup>1</sup> (Rural)                           | 10,000 - 34,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8 feet - 12 feet             | 8 feet - 12 feet            | 4 feet - 8 feet   |
|                                 | AADT <sup>1</sup> (Urban)                           | 35,000 - 129,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 4,000 - 18,500 <sup>2</sup>  | 2,000 - 8,500 <sup>2</sup>  | 1,500 - 6,000     |
|                                 | Divided/Undivided                                   | Divided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 13,000 - 55,000 <sup>2</sup> | 7,000 - 27,000 <sup>2</sup> | 3,000 - 14,000    |
|                                 | Access                                              | Fully Controlled                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Undivided/Divided            | Undivided/Divided           | Undivided         |
|                                 | Mileage/VMT Extent (Percentage Ranges) <sup>3</sup> | Partially Controlled                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Partially/Uncontrolled       | Uncontrolled                |                   |
|                                 | Rural System                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |                             |                   |
|                                 | Mileage Extent for Rural States <sup>2</sup>        | 1% - 3%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0% - 2%                      | 2% - 6%                     | 2% - 6%           |
|                                 | Mileage Extent for Urban States                     | 1% - 2%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0% - 2%                      | 2% - 5%                     | 3% - 7%           |
| Qualitative Description (Urban) | Mileage Extent for All States                       | 1% - 2%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0% - 2%                      | 2% - 6%                     | 3% - 7%           |
|                                 | VMT Extent for Rural States <sup>2</sup>            | 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 <sup>2</sup>        | 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 <sup>2</sup>            | 17% - 31%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0% - 12%                     | 16% - 33%                   | 14% - 27%         |
|                                 | VMT Extent for Urban States                         | 17% - 30%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3% - 18%                     | 17% - 29%                   | 15% - 22%         |
| Qualitative Description (Rural) | VMT Extent for All States                           | 17% - 31%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0% - 17%                     | 16% - 31%                   | 14% - 25%         |
|                                 | Qualitative Description (Urban)                     | <ul style="list-style-type: none"><li>Serve major activity centers, highest traffic volume corridors, and longest trip demands</li><li>Carry high proportion of total urban travel on minimum of mileage</li><li>Interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban area and movements through the urban area</li><li>Serve demand for intra-area travel between the central business district and outlying residential areas</li></ul> |                              |                             |                   |
|                                 | Qualitative Description (Rural)                     | <ul style="list-style-type: none"><li>Serve corridor movements having trip length and travel density characteristics indicative of substantial statewide or interstate travel</li><li>Serve all or nearly all urbanized areas and a large majority of urban clusters areas with 25,000 and over population</li><li>Provide an integrated network of continuous routes without stub connections (dead ends)</li></ul>                                                                               |                              |                             |                   |

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:

$Q_p = ACP$

Project: Chestnut Row

$V_p = 1.488 R^{0.23} S^{0.12}/n$

$Q_p = ACP V_p$

Designed By:

Reviewed By:

Revisions:

DGB

BL

Date:

Date:

1/22/2016

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 <sup>2</sup> (acres) | Cumm. AC (acres) | T <sub>c</sub> -inlet (min.) | T <sub>c</sub> -pipe (min.) | T <sub>c</sub> -conc. (min.) | Intensity (in./hr.) | Q <sub>r</sub> (c.f.s.) | Pipe Size (inches) | n <sup>*</sup> | Distance (ft.) | Slope (%) | Velocity (ft./sec) | Q <sub>p</sub> (c.f.s.) | Q <sub>r</sub> (c.f.s.) | Q <sub>u</sub> 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              | 14.69            |
| 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        | 11.86             | 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        | 8.29              | 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



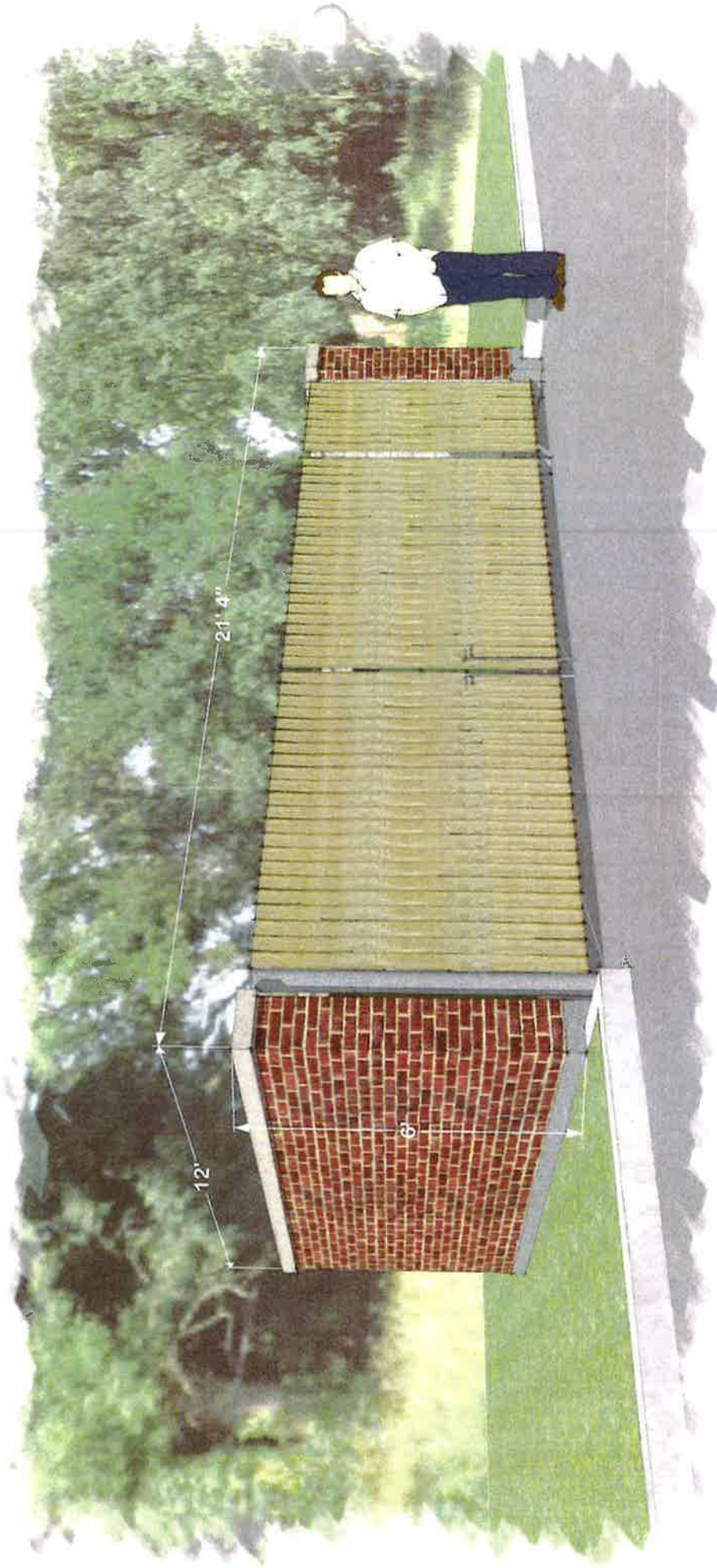
**CONCEPT RENDERING:**  
**REAR (PARKING) ELEVATION**  
CHESTNUT ROW APARTMENTS  
OXFORD, OHIO  
11.22.2016

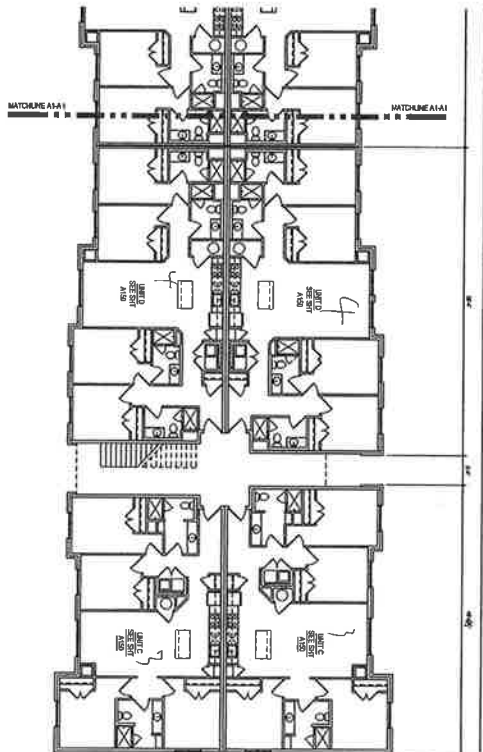


**CONCEPT RENDERING:  
FREESTANDING SIGN**

CHESTNUT ROW  
OXFORD, OHIO  
11.22.2016

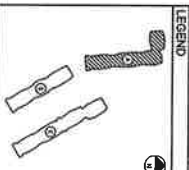
**CONCEPT RENDERING:  
TRASH ENCLOSURE**  
CHESTNUT ROW APARTMENTS  
OXFORD, OHIO  
11.22.2016





**BUILDING A FIRST FLOOR PLAN**  
SCALE 1/8" = 1'-0"

**BUILDING A FIRST FLOOR PLAN**  
SCALE 1/8"=1'-0"



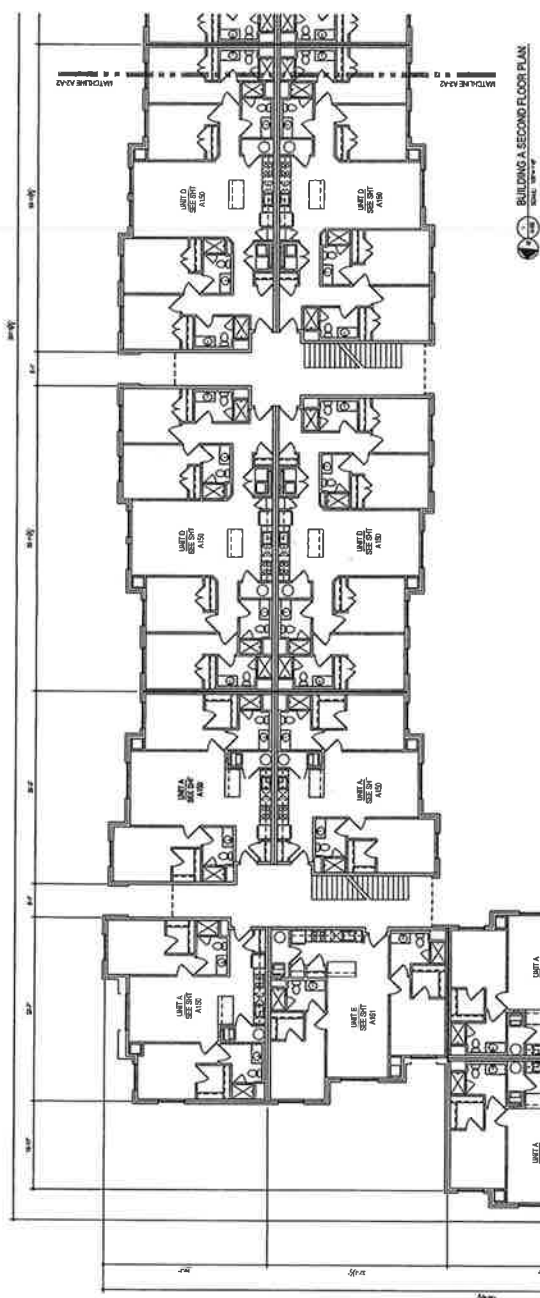
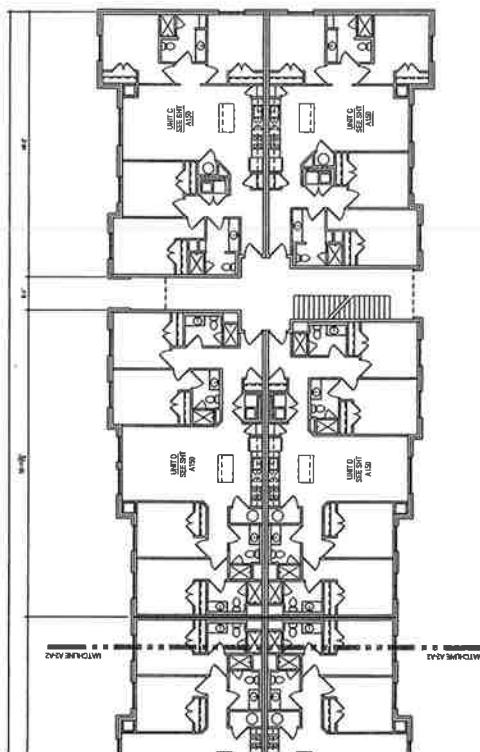
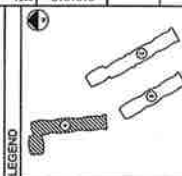
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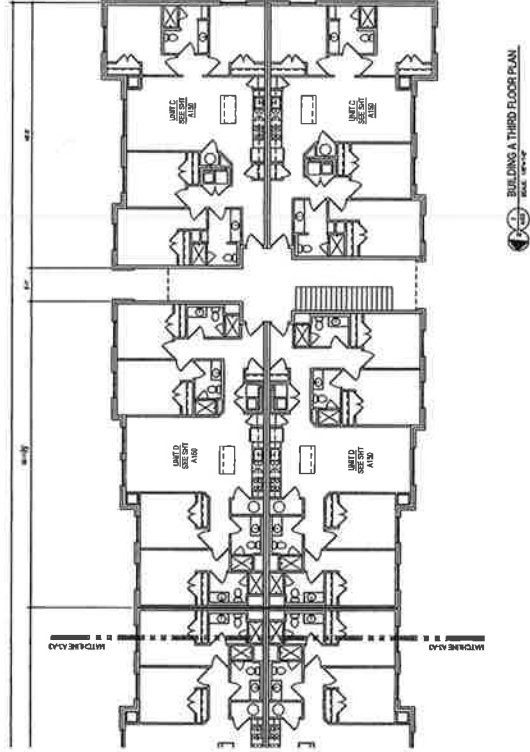
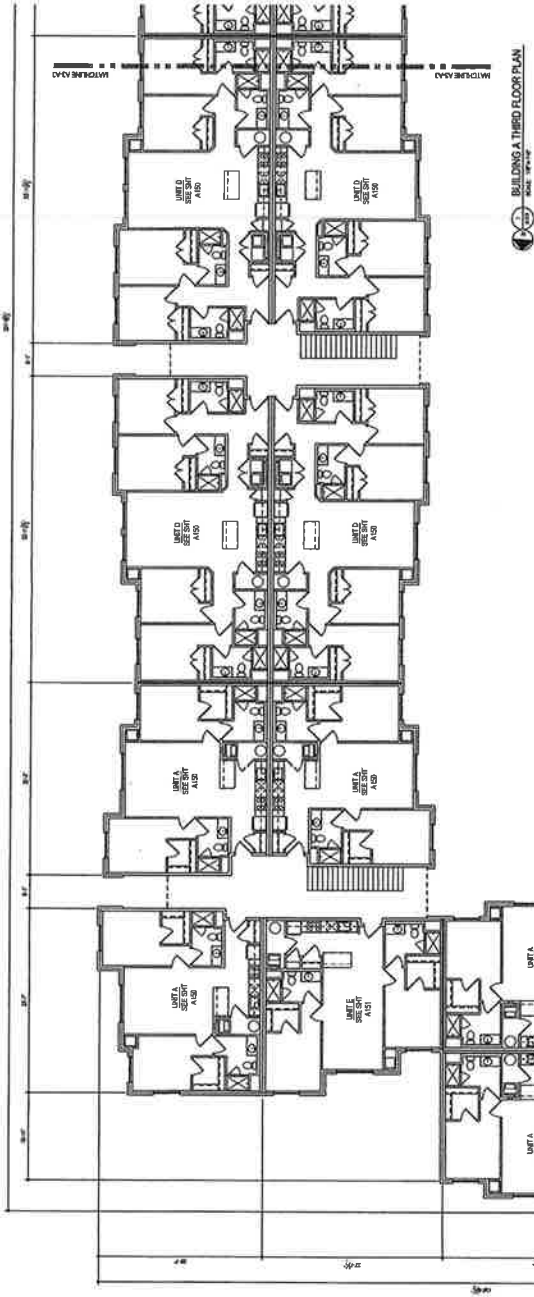
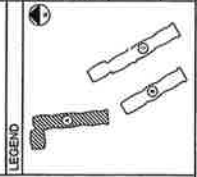
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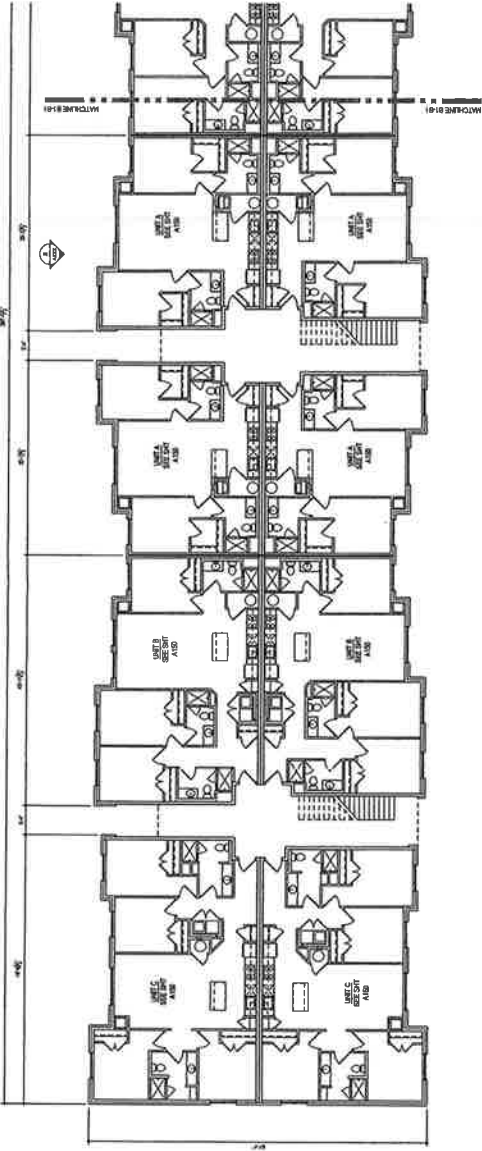
**CHESTNUT ROW**  
**Apartments**  
E. CHESTNUT ST. AND ARROWHEAD DR.  
OXFORD, OH 45056

**NEWBROOK  
PARTNERS**  
20033 DETROIT RD.  
NORTH RIDGE ANNEX  
SUITE E  
CLEVELAND, OH 44116

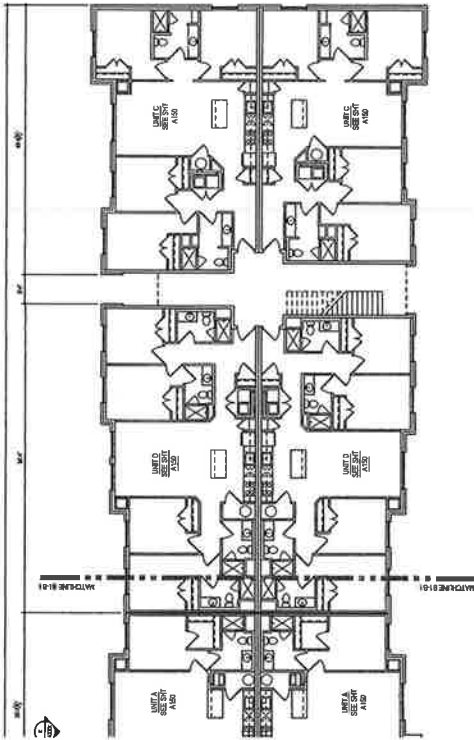
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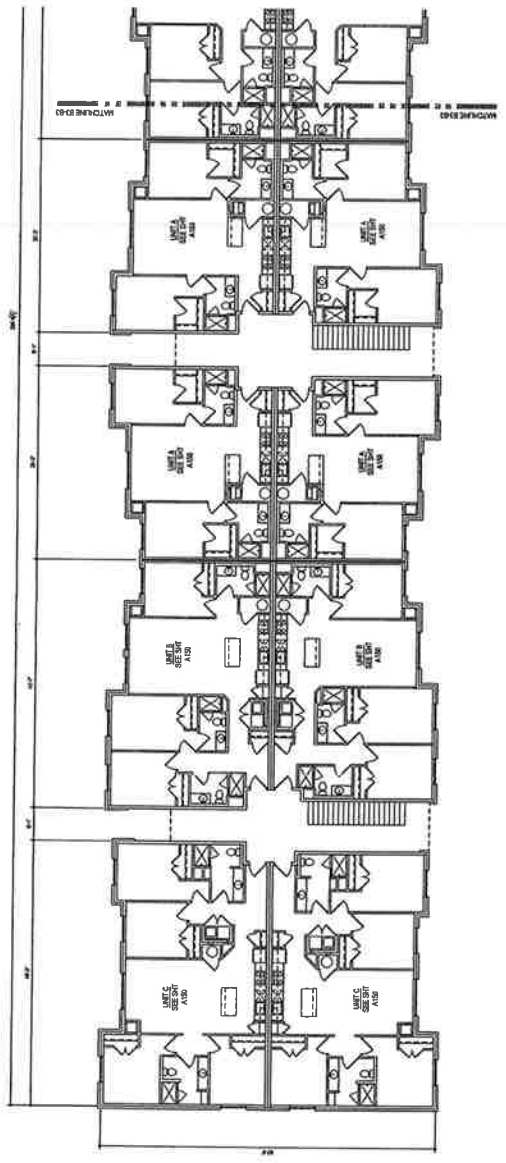


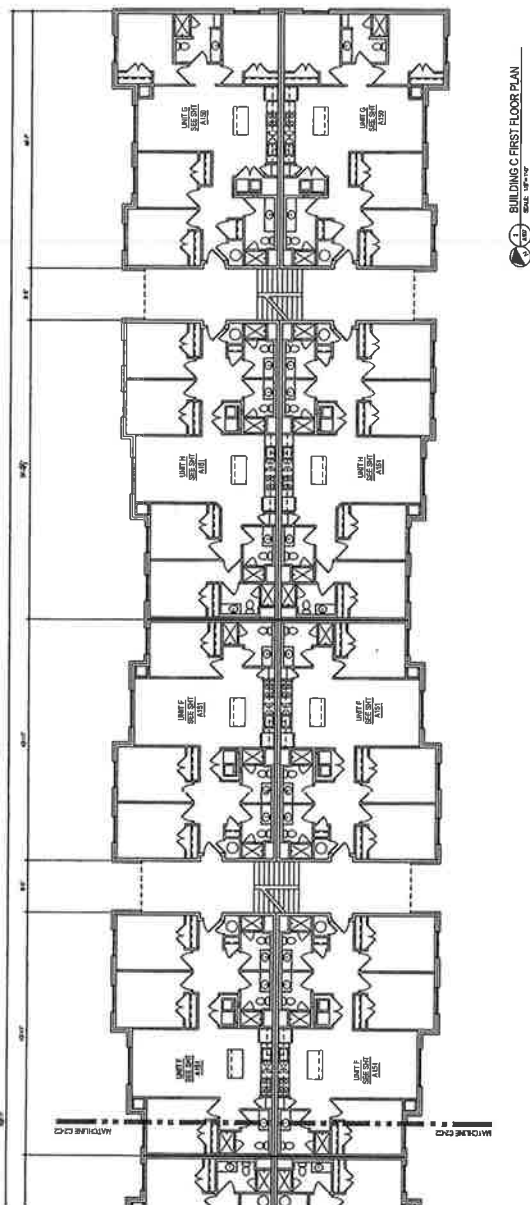
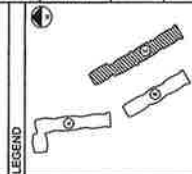
**BUILDING B FIRST FLOOR PLAN**  
SCALE: 1/8"=1'-0"



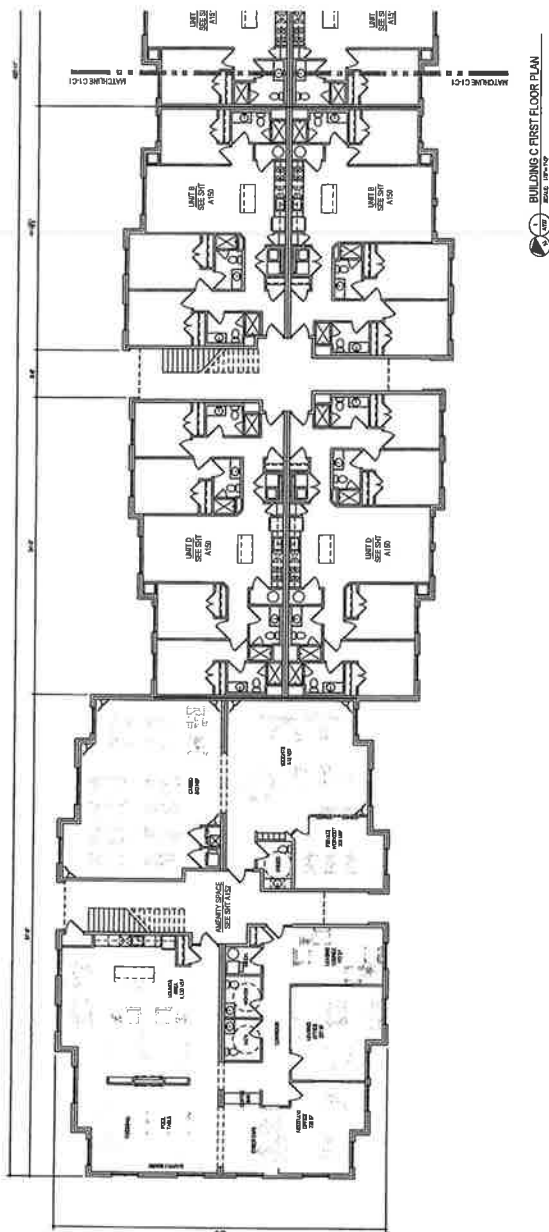
**BUILDING 8 FIRST FLOOR PLAN**  
 SIZE: 18'-0" x 18'-0"



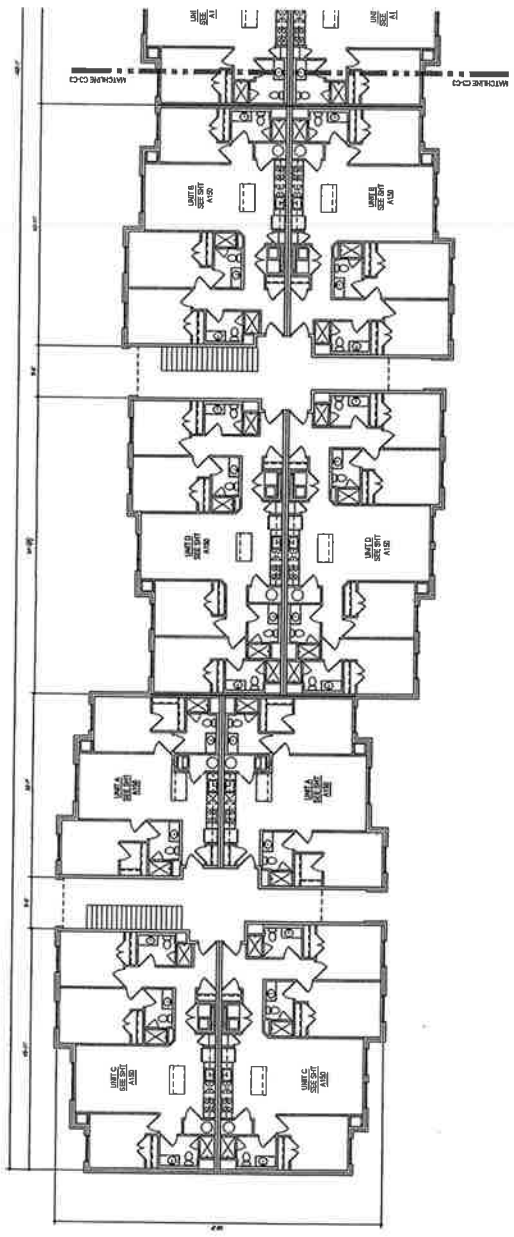




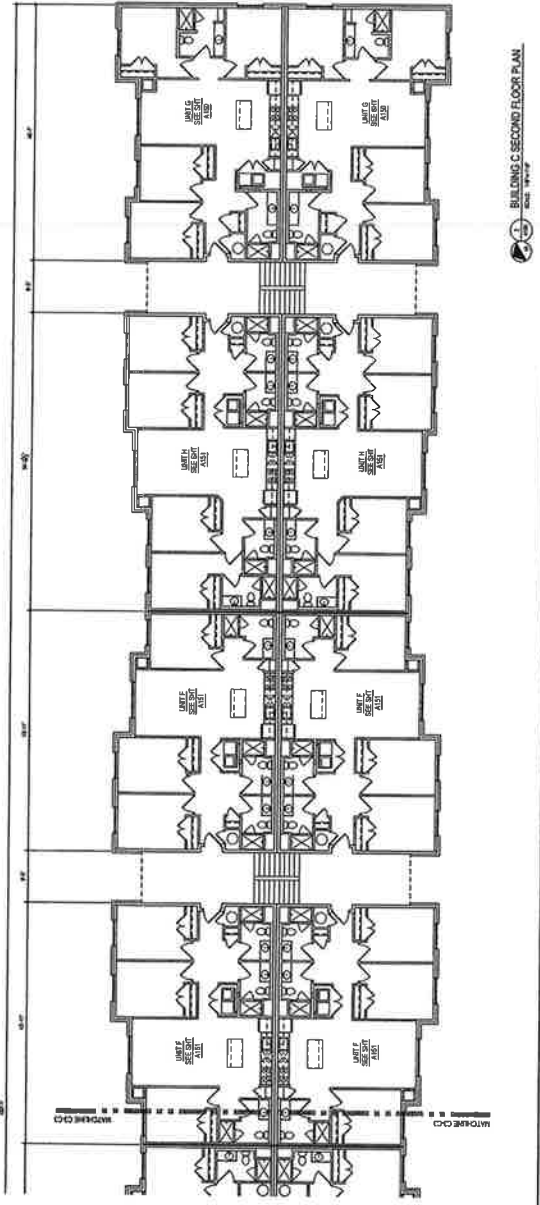
1 BUILDING C FIRST FLOOR PLAN



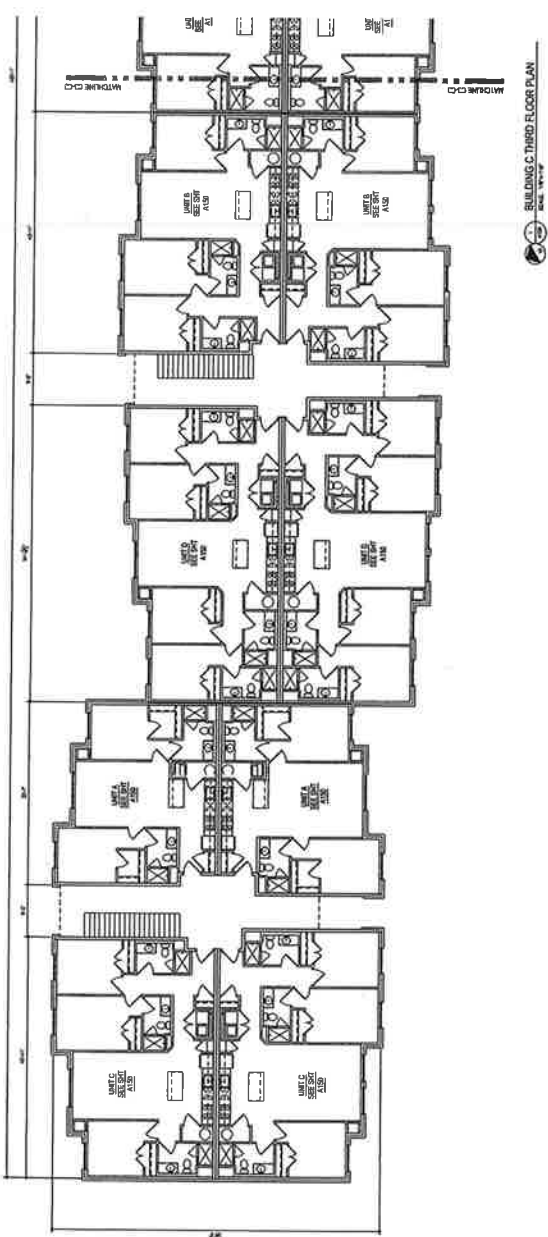
**BUILDING C FIRST FLOOR PLAN**  
SCALE: 1/8"=1'-0"



**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

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 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 \_\_\_\_\_ %,  
39 (c) 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 \_\_\_\_\_  
46 \_\_\_\_\_

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

Buyer's Initials JMP  
01/19/17 11:11AM EST

Date / Time \_\_\_\_\_

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.

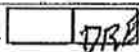
92 **7. SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate (a) ☐ is  
 93 ☒ is not located in a Historic District, (b) ☐ is ☒ is not subject to a homeowner association charter established by  
 94 recorded declaration with mandatory membership, (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.

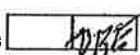
155 **REAL ESTATE INSPECTION CONTINGENCY:** For purposes of this clause, time is of the essence. The Buyer has the  
156 option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to 5 \_\_\_\_\_ calendar days  
157 ("Inspection Period") beginning the day following written Contract 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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Property Address: 4134 Millville Oxford Road, Oxford, OH 43056

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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

JMP  
01/19/17  
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.  
 Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

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

Print Buyer's Name

John M. Pellegrini

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

Print Seller's Name

Douglas H. Thacker  
Seller's Signature

1-19-17  
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 J. Hines*

# **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 Buzza, 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 Buzza, 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)

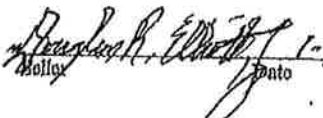
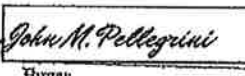
\$100.00 (Seller)

• 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.

|                                                                                     |                                                                                      |                                                                                                                                                                               |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <div style="border: 1px solid black; padding: 2px;"> <small>dotloop verified</small><br/> <small>01/19/17 11:15AM EST</small><br/> <small>NR316-QZ24-4550-YN05</small> </div> |
| Buyer                                                                               | Buyer                                                                                |                                                                                                                                                                               |
| _____                                                                               | _____                                                                                |                                                                                                                                                                               |
| Date                                                                                | Date                                                                                 |                                                                                                                                                                               |
| Seller                                                                              | Buyer                                                                                |                                                                                                                                                                               |
| _____                                                                               | _____                                                                                |                                                                                                                                                                               |
| Date                                                                                | 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



Buyer's Initials:



Seller's Initials:

