

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: March 17, 2009

Account Code #: 141.720.51000

Budgeted Amount: \$350,000

Service Department
Originating Department

Michael Dreisbach
Prepared By

March 9, 2009
Date Prepared

Agenda Title: Authorization to Improve a Dedicated Alley Immediately to the South of 338 North Locust St.

Recommendation:

Discussion: The City Council has expressed a desire to return a greater portion of the Mile Square to single family residential use. Such an opportunity has arisen at 338 N. Locust St. (see attached map indicating proximity to the Locust / Sycamore intersection). The Oxford Community Foundation is investigating the purchase of this property and being the catalyst of home ownership for a family at this location. Through an attractive financing arrangement with the Foundation, the potential owner could receive a mortgage, with a portion being forgivable, conditioned upon the owner residing in the dwelling for a set period of time. Penalties would be invoked should all conditions of the mortgage not be met (including duration of ownership and occupancy).

The city manager and service director met with representatives of the Oxford Community Foundation, Mr. Coe Potter and Mr. Jim Robinson. The Foundation is requesting the City's assistance improving the "paper" alley immediately to the south of the subject property. By paving a portion of this right-of-way, the new owner of 338 N. Locust St. would be able to access off street parking on their property in the rear yard. The Foundation stated that some type of alley improvement is paramount to the transaction and requested staff bring the matter forward to the City Council.

Staff evaluated the site and is capable of paving the alley; however, it is important to note one of the largest trees in the Mile Square resides in the southern part of the alley. Staff does NOT recommend removal of this tree. For this reason, staff is recommending a paved surface of no more than 10' wide so as not to impact this tree. The improvement would not go beyond the rear lot line of the subject property. This project is not included in the current Capital Improvement Plan; should the Council desire to proceed with this project, staff is requesting the Council's direction through a Resolution. The Resolution should be clear that this work is in support of the Mile Square Initiative to increase the quantity of families in the area.

Should the owner not meet all obligations to the Foundation, staff recommends all costs associated with the alley improvement be recovered from the owner via a mechanism defined by the City's law director. The cost to the City for materials only (not including equipment and labor) is approximately \$2,500.

Approved By:

Department Head:

City Manager:

Initial

Date

MDE 3/9/09

[Signature] 3/12/09

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE IMPROVEMENT OF A PORTION OF A DEDICATED ALLEY IMMEDIATELY SOUTH OF 338 NORTH LOCUST STREET TO PROVIDE ACCESSIBLE OFF STREET PARKING.

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

SECTION 1: Council supports the goals of a diverse and balanced residential Mile Square and supports returning a greater portion of the Mile Square to single family residential use.

SECTION 2: In support of this initiative, the Oxford Community Foundation has sought the assistance of the City in improving the alley immediately South of 338 North Locust Street by paving a portion of this alley for the purpose of allowing the owner of 338 North Locust Street to access off street parking at the rear yard.

SECTION 3: Council hereby authorizes the improvement of a portion of the alley located immediately South of 338 North Locust Street to provide accessible off street parking.

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

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)



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CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: March 17, 2009

Doug Elliott

Account Code No. #:

Prepared By

Budgeted Amount:

March 13, 2009

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into a contract with Benesch, Friedlander, Coplan & Aronoff, L.L.P., for services as special counsel for tax increment financing projects.

Recommendation: Approve

Discussion:

The City of Oxford entered into a Development Agreement with Four Leaf Development Corporation on May 23, 2006. One of the provisions of the Agreement dealt with the Failure of Connector Conditions (paragraph "D"). It requires that "the City will at 4-Leaf's request: (i) cause appropriate legislation to create one or more tax increment financing districts ("TIF Districts") under Chapter 5709 of the code to be passed;..." City staff held several meetings with the owners of Four Leaf Development Corporation to discuss this provision. Also, the City Council received a letter dated February 26, 2009 from Four Leaf Development discussing this TIF provision. The City is at a point in discussion where bond counsel is required to further examine this provision. The City of Oxford received Request for Qualifications (RFQ) for bond counsel on March 13, 2009. I am recommending that the City engage Stephen Grassbaugh with the firm of Benesch, Friedlander, Coplan & Aronoff, L.L.P. On the agenda is a resolution authorizing the City manager to sign an engagement letter.

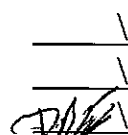
Approved By:

Initial Date

Department Head:

City Attorney:

City Manager:

 3/13/09

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BENESCH, FRIEDLANDER, COPLAN & ARONOFF, LLP FOR SERVICES AS SPECIAL COUNSEL FOR TAX INCREMENT FINANCING PROJECTS.

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

SECTION I: The City is in need of the professional services of special counsel for certain tax increment financing projects that are under construction.

SECTION II: The City Manager and the Law Director recommend retaining the professional services of Stephen Grassbaugh from the law firm of Benesch, Friedlander, Coplan, & Aronoff, L.L.P, in accordance with the terms and conditions of the letter agreement that has been reviewed by the City Manager and the Law Director.

SECTION III: Council hereby approves the City Manager contracting for professional services with Stephen Grassbaugh from the firm Benesch, Friedlander, Coplan, & Aronoff, L.L.P, and authorizes the City Manager to sign a letter agreement for special legal services.

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

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

Stephen P. Grassbaugh
Writer's Direct Dial: 614.223.9327
Writer's Email: sgrassbaugh@beneschlaw.com

41 South High Street, Suite 2600
Columbus, Ohio 43215
Phone: 614.223.9300
Fax: 614.223.9330

March 5, 2009

City of Oxford, Ohio
101 East High Street
Oxford, Ohio 45056
Attention: Douglas R. Elliott, Jr., City Manager

Dear Mr. Elliot:

Benesch, Friedlander, Coplan & Aronoff LLP (Benesch) is pleased to have the opportunity to represent the City of Oxford, Ohio (the City) as special counsel in connection with matters identified by the City from time to time (Special Counsel).

As Special Counsel, Benesch will render such services as agreed upon by the City and Benesch from time to time.

Under the rules of the Ohio Supreme Court governing the practice of law, by which Benesch is bound, Benesch will represent the City as Special Counsel from time to time under this engagement. Benesch will not represent any City official regarding his or her individual relationships with the City. Benesch's allegiance is to the City, and, as a general rule, Benesch would not be able to represent any City official in matters adverse to the City.

Consistent with the rules by which Benesch is bound, Benesch requires a written Engagement Agreement with all new clients, as well as for certain matters that Benesch undertakes for existing clients. The Engagement Agreement between the City and Benesch consists of this letter and the accompanying Terms and Conditions of Engagement (the Terms and Conditions). The Engagement Agreement describes the responsibilities between the City and Benesch and sets forth certain other matters regarding the attorney-client relationship between the City and Benesch.

To avoid any misunderstanding as to Benesch's billing and collection practices as to this matter and as to future matters in which Benesch may represent the City, the Terms and Conditions describe the basis on which Benesch will provide and bill for such legal services. In addition to fees, the statements will include charges for expenses incurred, as more fully described in the Terms and Conditions. Should the City have any questions regarding these practices, please call me immediately.

Enclosed are two copies of this letter and the Terms and Conditions. If the Engagement Agreement is acceptable, please confirm the City's acceptance within 10 days by: (a) signing, dating and returning a copy of this letter enclosed for that purpose, including a return by facsimile, or (b) sending Benesch a letter or an e-mail clearly referencing the Engagement Agreement and agreeing to it.

Please do not hesitate to call me to discuss any questions the City may have regarding the Engagement Agreement. Furthermore, the City may wish to consult the City's Director of Law or other counsel to advise the City respecting the provisions of the Engagement Agreement.

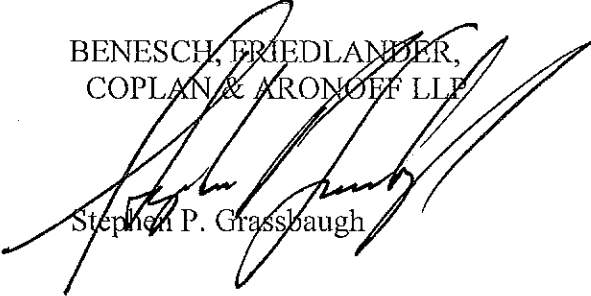
In conformance with the Benesch's policy, Benesch cannot commence or continue work for the City until Benesch has received the City's acceptance of the Engagement Agreement by one of the methods identified above.

If the City has any questions about, or if the City does not agree with, one or more of the Terms and Conditions, please communicate with me so that Benesch can try to address the City's concerns. I can recommend changes that will be effective once the City receives written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in the Firm's management or by an Ethics Partner of the Firm. Thank you.

Benesch looks forward to a mutually beneficial relationship.

Respectfully submitted,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP



Stephen P. Grassbaugh

The Engagement Agreement (including the Terms and Conditions) is hereby accepted.

CITY OF OXFORD, OHIO

City of Oxford, Ohio
March 5, 2009
Page 3

Date: _____, 2009

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

Enclosure

Benesch, Friedlander, Coplan & Aronoff LLP

Terms and Conditions of Engagement

This document contains the terms and conditions (the Terms and Conditions) under which the City of Oxford, Ohio (the City) is engaging Benesch, Friedlander, Coplan & Aronoff LLP (Benesch) to provide legal services. The Terms and Conditions apply to all matters for which the City might now or in the future request Benesch's assistance and as to which Benesch and the City agree, unless, of course, the City and Benesch agree to revised Terms and Conditions regarding this or any other matter for which the City engages Benesch.

Communications and Confidentiality

Benesch will keep the City informed of the status of the matter or matters for which the City is engaging Benesch, and Benesch will consult with the City when Benesch believes it necessary or appropriate. In the event that the City needs to reach Benesch and the person sought is unavailable, please leave a message for the person concerned disclosing the nature and urgency of the call.

The City understands and agrees that, in order for Benesch to represent the City effectively, it is necessary for the City to assist and cooperate with Benesch during this engagement. The City agrees to be available to discuss issues as they arise, to attend in person or by conference call and participate in meetings and other activities in connection with Benesch's representation, and to provide complete and accurate information and documents to Benesch on a timely basis. The City's non-cooperation will be grounds for the Firm's withdrawal from representing the City, and thus, it is essential that Benesch and the City maintain open communications.

Benesch is always mindful of Benesch's central obligation to preserve the precious trust that Benesch's clients repose in Benesch – their secrets and confidences. To that end, it is important that Benesch agrees from the outset what kinds of communications technology Benesch will employ in the course of this engagement. For instance, depending on the degree of security that the City wishes to maintain, it may not be appropriate to use email or to speak using cellular telephones (or at least not to do so where substantive information is being discussed). Similarly, the exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties with no right to see it. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. Nevertheless, Benesch will use high tech communication devices such as cellular telephones, the Internet, unencrypted e-mail and fax machines, unless the City instruct Benesch not to use one or more of these devices, generally or in specific instances.

Whom Does Benesch Represent?

Benesch's client is the City. No one except the City is entitled to rely on any advice or other communication Benesch gives to the City, unless Benesch and the City otherwise mutually agree, in writing.

Conflicts of Interest

Benesch represents and has represented many clients over the years on a variety of legal matters. As a result, the City possibly may find itself in a position adverse to another of Benesch's clients in litigation, business negotiations, or some other legal matter in which Benesch do not represent the City and which is unrelated to this engagement.

The City agrees that Benesch may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to Benesch's work for the City, even if the interests of such clients in those other matters are directly adverse to the City's interests. Benesch agrees, however, that the

City's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of Benesch's representation of the City, Benesch has obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the City's material disadvantage. In similar engagement agreements with a number of Benesch's other clients, Benesch have asked for similar agreements to preserve Benesch's ability to represent the City

Benesch's Fees

In connection with Benesch's services as Special Counsel, statements will be rendered on a monthly basis for legal services rendered during the previous month. In determining fees for services as Special Counsel, the major factor is usually time expended, although other factors may include the time limitations imposed by the City or the circumstances in a particular matter and the nature of the results obtained. Benesch assigns hourly rates for each member of Benesch's legal staff based on years of experience, areas of expertise and level of professional attainment. Benesch will charge Benesch's customary fees for such services.

Benesch's current billing rates for those attorneys presently expected to work on matters for the City range from \$225 an hour to \$400 an hour. In an effort to reduce overall legal costs, Benesch utilizes paralegal personnel whenever appropriate.

Benesch will use its discretion in staffing in order to provide proper legal representation. Billing rates for both attorneys and paralegal personnel are, from time to time, reviewed and adjusted on a firm-wide basis and may change during the course of Benesch's engagement by the City. Benesch's time charges are based on quarter hour increments. Although Benesch may from time to time, at the City's request, furnish estimates of legal fees and other charges that Benesch anticipates will be incurred in rendering its services as Special Counsel, such estimates are by their nature inexact (due to unpredictable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

Payment to the Firm is expected upon receipt of Benesch's statement. If at any time during Benesch's relationship with the City, the City finds that the City is unable to meet the payment arrangement, Benesch urges the City to contact Benesch immediately.

Charges for Expenses

In addition to fees, Benesch's statements will include charges for expenses, including but not limited to photocopying, travel (transportation, lodging and meals), computerized legal research, facsimiles sent from Benesch's office, messenger and courier services, long distance telephone charges, and filing fees. Benesch will be happy to provide the City with a breakdown and explanation of the various rates charged for these items, at the City's request. In general, such expenses are billed to the City to reflect Benesch's direct out-of-pocket expense. Certain of these expenses may include a surcharge reflecting overhead, as well as other factors. Often, however, certain client charges of particular magnitude, such as court reporter fees, costs incurred in compliance with electronic discovery, expert witnesses, consultants, major travel expenses, and title examinations, necessitate direct payment by the client. In these situations, the City will be billed directly on Benesch's instructions to the providers or Benesch will send the provider's statement to the City for direct payment. As is sometimes the case, expense charges may not be current at the time of billing, whether final or interim, because of delays in the receipt of third-party bills and the posting of accounts. Remaining expense charges, if any, will be billed at a later date.

Payment Obligations

The City acknowledges that the City is obligated to pay Benesch's fees and other charges for Benesch's services in the matter, unless Benesch and the City have agreed otherwise in writing.

Termination of Representation

Benesch's relationship with the City may be terminated by either Benesch or the City by giving written notice to the other party. If the City terminates this representation at any time, the City will have the obligation to pay any outstanding and final billing from Benesch. Benesch may withdraw from this representation at any time consistent with applicable rules of ethical conduct, on reasonable notice, without the City's consent. Benesch's withdrawal may be based upon, but is not limited to: (a) the City's failure to cooperate with Benesch as provided above; (b) the City's failure to pay any of Benesch's bills when due; (c) any fact or circumstance that would render Benesch's continuing representation unlawful or unethical; (d) the City's failure to follow Benesch's advice; or (e) when Benesch and the City have reached an irreconcilable difference of views on the handling of the City's matter(s). Any termination by Benesch of Benesch's representation of the City will be subject to such approval as may be required from any court or other body before which Benesch may be appearing on the City's behalf.

In the event of termination of Benesch's relationship with the City, the City agrees that the City will take all necessary steps to free Benesch of any obligation to perform further, including the execution of any documents necessary or reasonably requested to complete Benesch's withdrawal.

When Benesch completes the services the City has retained Benesch to perform, Benesch's attorney-client relationship with the City for that matter will be terminated. Unless previously terminated by the completion of Benesch's services or otherwise, Benesch's representation will terminate no later than the date of Benesch's final statement for services and expenses for the particular matter. If the City later retains Benesch to perform further or additional services, Benesch's attorney-client relationship with the City will commence again, subject to this original Engagement Agreement, unless Benesch changes its terms, in writing, at that time.

After termination of Benesch's attorney-client relationship with the City regarding any particular matter, changes may occur in applicable laws that could impact the City's future rights and liabilities. Unless the City actually engages Benesch, in writing, to provide additional advice on issues arising from that matter after its completion, Benesch will have no continuing obligation to advise the City with respect to future legal developments.

Client Files

When Benesch no longer represents the City in a matter, or at the City's request at any time during the course of Benesch's representation, Benesch will take steps, to the extent reasonably practicable, to promptly deliver to the City or to whomever the City designates, in writing, the City's papers and property to which the City is entitled. As to the City's client files, this means that the City is entitled to copies of all correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the City's representation. The foregoing obligation, however, is also subject to any attorney lien under applicable law that may be available to Benesch to secure payment of Benesch's outstanding fees and other charges, and is also subject to Benesch's right, after completion of any matter for the City, to destroy the City's files that Benesch has maintained for such matter, so long as such destruction is consistent with Benesch's then current file retention policies and is consistent with applicable law and ethical requirements. The City agrees that Benesch will be entitled to be paid at Benesch's then current rates for all attorney and paralegal time spent and that Benesch will be entitled to be reimbursed for all expenses incurred in connection with such delivery of the City's personal property, except for copying costs.

Entire Agreement

The Engagement Agreement represented by the Terms and Conditions and the accompanying letter supersedes all prior or other contemporaneous written or oral agreements and understandings between Benesch and the City, and constitutes the entire agreement between Benesch and the City. The Engagement Agreement may be modified only in a writing signed by the City and by Benesch. The City acknowledges that no promises have been made to the City other than those contained in the Engagement Agreement.

Governing Law

Unless otherwise specified in the accompanying letter, all questions arising under the Engagement Agreement or concerning rights and duties between Benesch and the City will be governed by the laws of State of Ohio. If any provision of the Engagement Agreement is held by any court or tribunal to be unenforceable, the remainder of the Engagement Agreement shall not be affected thereby and shall be enforced.

Miscellaneous

The City understands, of course, that Benesch cannot guarantee the outcome of any aspect of this or any other matter as to which Benesch may represent the City. Benesch's services and advice will be based on the law at the time of such services and advice and on the extent of Benesch's actual knowledge of the applicable facts.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Service Department

Originating Department

City Council Meeting of: March 17, 2009

Michael B. Dreisbach

Account Code #: 330.830.50903

Prepared By

Budgeted Amount: \$29,000.00

February 25, 2009

Date Prepared

Agenda Title: Purchase of Replacement Truck for the Wastewater Collection Division

Recommendation: Approve

Discussion: The 2009 Capital Equipment Budget includes \$29,000 for the purchase of a replacement pickup truck for use by the Wastewater Collection Division of the Service Department. This truck will be used daily in routine system operations as well as in capital improvement projects.

The State of Ohio Department of Administrative Services (DAS) contract for the purchase of full size pickup trucks (Index No.GDC093E) includes Item #22A a Ford F250 pickup truck. The City of Oxford has been authorized to participate in this Cooperative Purchasing Program administered by the Ohio Department of Administrative Services. The unit price for this equipment, sold through 32 Ford Mercury, Inc. is as follows:

Base unit price for vehicle	\$ 22,498.00
State contract Options (attached)	478.50
Off contract options (attached)	504.00
Diesel engine and bed protection liner	6,195.00
Trade in value	(3,000.00)
Total price:	\$26,675.50

The vehicle is a replacement for truck #49, a 1999 Dodge pickup truck with four wheel drive. Given the poor mechanical condition rating of this vehicle, staff recommends accepting the trade in value offered by 32 Ford Mercury as an auction price is expected to be lower than the trade in value of the vehicle.

Staff evaluated the minimum sized type of replacement vehicle necessary for operations as well as the type and size of engine to meet the City's needs. The diesel engine option will provide better fuel economy as well as towing capability. Alternative fuel engines were also considered but are not recommended at this time.

This Resolution will authorize the City Manager to enter into an agreement with 32 Ford Mercury, Inc. for the purchase of a 2009 Ford F250 pickup truck as specified in the DAS specification at a cost not to exceed \$26,675.50. The disposal of a 1999 Dodge pick up truck via trade-in to 32 Ford Mercury, Inc. would be authorized as well.

Approved By:

Department Head: MBD 3/9/09

City Manager: [Signature] 3/12/09

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH 32 FORD MERCURY, INC. FOR THE PURCHASE OF A 2009 FORD F250 PICKUP TRUCK AS SPECIFIED IN THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES ('DAS') AT A COST NOT TO EXCEED \$26,675.50.

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

SECTION 1: Council hereby authorizes the City Manager to enter into a contract with 32 Ford Mercury, Inc. for the purchase of a new 2009 Ford F250 Pickup Truck as specified in the DAS at a total cost not to exceed \$26,675.50. Said amounts shall be paid by funding which the City Manager and Finance Director are hereby authorized to negotiate and secure on behalf of the City.

SECTION 2: Council hereby authorizes the disposal of a 1999 Dodge Pickup Truck by trade-in to 32 Ford Mercury, Inc. The money received from the trade-in shall be used toward the purchase of the 2009 Ford F250 Pickup Truck.

SECTION 3: Council hereby further finds that sufficient funds to meet the maximum amount to be expended for the purchase are appropriated.

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

MAYOR

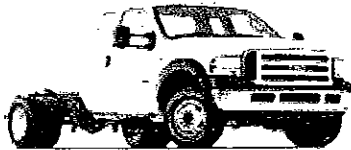
ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)



Sales Quotation

Fleet Department
610 West Main Street - Batavia, OH 45103
Phone (513) 732-2681 / Fax (513) 732-2868
Email: 32FordFleet@Fuse.Net

Date: 2/11/09

To: Eric Keebler
City of Oxford
101 East High Street
Oxford, OH

Phone: 513-523-8412
Fax:
Email: ekeebler@cityofoxford.org

2009 Ford F250 Super Cab 4x4 Pickup Price Schedule For Supplemental Options

Ohio State Contract Index No. GDC093E, Item #22A, base unit specifications and off contract options requiring a secondary P.O. are shown below.

Description	Price
Base Unit Price	\$22,498.00
5.4L, V8, 330 CID Gas Engine	Included
Automatic Transmission	Included
LT245/75R17E BSW All Terrain	Included
Air Conditioning	Included
115 Amp Alternator, 650 CCA Battery	Included
158" Wheelbase, 8' Bed	Included
3.73 Limited Slip Differential	Included
Skid Plate	Included
Cloth Bench Seat	Included
AM/FM Radio	Included

State Contract Options

86M	Snow Plow Prep Package	\$84.00
TOW	Towing Package, Class IV	\$0.00
54D	Trailer Mirrors	\$0.00
18L	Cab Steps	\$369.00
524/5	Tilt/Cruise Control	\$384.00
TEMP	30-Day Tag	\$10.50

Off Contract Options

60T	Traction Control	\$174.00
52B	Electronic Brake Controller	\$245.00
213	Electronic Shift on the Fly	\$315.00
66S	Upfitter Switches	\$85.00
SVP	Safety Visibility Package - Amber LED Strobe Lightbar, Corner LED's and (2) Front Grille LED's	\$1,895.00

Additional options not included in base cost

1.) F350 Upgrade	Add	\$1,040.00
2.) Diesel Upgrade	Add	\$5,800.00
3.) Linex Spray In Liner	Add	\$395.00

For ordering, please fax purchase orders to our fleet department.

Thank you for allowing 32 Ford Mercury the opportunity to submit this proposal. If you need additional assistance please feel free to contact me at your earliest convenience.

Sincerely,

Dave Trimpe
Commercial Accounts Manager
32 Ford Mercury Inc.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Human Resources

Originating Department

Council Meeting Of: March 17, 2009

Mary Ann Eaton

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

March 3, 2009

Date Prepared

Agenda Title: Report regarding the February 25, 2009 Civil Service Commission meeting.

Recommendation:

Discussion: The Civil Service Commission held their regular meeting on Wednesday, February 25, 2009. Those members present were: Phil Russo, Chair; Fred Russell; Charles Crain and Karen Martino. Susan Cross Lipnickey was excused. Donna Heck, Human Resources Director; Mary Ann Eaton, Recording Secretary; Mike Dreisbach, Service Director; Bob Holzworth, Police Lieutenant and Tom Horvath, Police Sergeant were in attendance for the City.

The Commission reviewed and tabled Civil Service Rule VI. 3. Service Credit B. Part-Time Employees until the next meeting when all Commissioners were present.

The Commission reviewed and approved the removal of candidates from the Public Safety Communications Officer Eligibility List.

The Commission reviewed and approved the proposed updated employment application.

The Commission reviewed and tabled the Handout for Police Department applicants until the next meeting when the requested changes were made and all Commissioners were present.

The Commission reviewed and approved the Career Advancement of a Wastewater Operator II in the Wastewater Plant to a Wastewater Operator III.

The next meeting is scheduled for March 25, 2009.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

[Signature] 3/4/09

[Signature] 3/23/09

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: March 17, 2009

Jung-Han Chen
Prepared By

Account Code No. #:

Budgeted Amount:

March 12 2009
Date Prepared

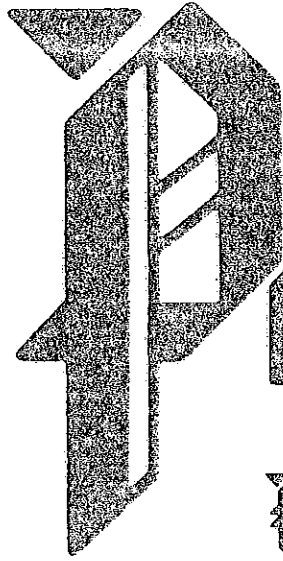
Agenda Title: PC-27-2008 Preliminary Subdivision-Proposed Residential Subdivision of 32.12 Acres of Land into 77 home sites in a R1B Single-Family Medium Residential District, Tim Myers, Agent, Applicant

Recommendation: Approval

Discussion:

Based on the concerns raised from the residents, the Applicant has provided a revised site plan showing a 20' multi-path easement on the western side of the property.

Approved By:	Department Head:	Initial	Date
	City Attorney:	<u>JHC</u>	<u>3/12/09</u>
	City Manager:		



Office of the Mayor

Proclamation

Whereas:

the United Nations General Assembly designated the 22nd of March of each year as the international observance of World Water Day; and

WHEREAS, nearly 900 million people do not have access to clean water, and of these, 1.5 million children die yearly, and 4,200 daily from water-related causes; and

WHEREAS, for the week March 22-28, 2009, as a way to raise awareness of this crucial issue, and to celebrate the availability of safe, clean drinking water in the United States, the U.S. Fund for UNICEF has initiated the TAP PROJECT; and

WHEREAS, access to safe water is essential to sustain human life and is considered a basic human right.

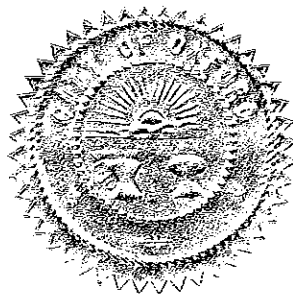
NOW, THEREFORE, I, Prudence Z. Dana, Mayor of the City of Oxford, Ohio do hereby proclaim March 22, 2009 as:

'WORLD WATER DAY'

in the City of Oxford, Ohio, and encourage all residents to use only as much water as is needed and to work together to help ensure that all individuals have equitable and affordable access to this limited and precious resource.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 14th day of March, 2009.

PRUDENCE Z. DANA, MAYOR



**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: March 17, 2009

Kathryn A. Dale
Prepared By

Account Code No. #:

Budgeted Amount:

March 6, 2009
Date Prepared

Agenda Title:	Historic Marker Program
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Recommendation:	Approval
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Discussion:

On March 4, 2009, the Historical and Architectural Preservation Commission (HAPC) finalized their recommendations based on the comments received from City Council during a work session held February 17, 2009.

The HAPC wants to encourage owners to show their pride in Oxford's history and cultural heritage and is proposing a way to promote interest by displaying Historic Markers on their buildings as well as establishing a program that recognizes outstanding efforts made by owners of historic properties who have sensitively restored and/or maintained their structures.

With this annual event, the HAPC is suggesting that City Council budget for a minimum of two awards per year, with the understanding that in some years, more awards may be necessary and other years they may not warrant any awards.

Mike Smith, HAPC Chair and Laura Henderson, HAPC Vice-Chair will be present to further discuss or answer any questions.

Attachments include price quotes from two companies that produce plaques, an overview of the Historic Marker Program, supporting applications, property owner's agreement form and research forms for nominated properties.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

she 3/10/09

[Signature] 3/12/09

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE HISTORIC MARKER PROGRAM SPONSORED BY THE HISTORIC AND ARCHITECTURAL PRESERVATION COMMISSION OF THE CITY OF OXFORD, OHIO.

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

SECTION 1: The City of Oxford desires property owners within the City to show pride in Oxford's history and cultural heritage.

SECTION 2: The Historic and Architectural Preservation Commission ('HAPC') proposes a way to promote such pride by displaying Historic Markers on buildings within the City of historic and cultural value and requests Council's approval to establish a program that recognizes outstanding efforts made by owners of historic properties who have sensitively restored and/or maintained the structures on their properties.

SECTION 3: Council hereby authorizes the HAPC to implement the Historic Marker Program described in Section 2 as presented.

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

MAYOR

ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW(STAFF)

March 5, 2009

Memo to: Members of Oxford City Council and Prue Dana, Mayor

From: Laura Henderson
Vice-Chair, Historic and Architectural Preservation Commission

In your packets for review at the March 17 meeting of City Council, you will find a revised version of the proposed Historic Marker Program. The changes in red indicate revisions that were made after the workshop held on February 17 between Council and the HAPC.

At the HAPC meeting on March 4, the revisions were discussed and accepted. The HAPC would like to present the program to Council at this point.

Thank you for your insightful suggestions, which have been incorporated into the program. These points have been clarified, namely the term "scenic trail," the definition of "structure," and the penalty for negatively altering a property after receiving an award.

We appreciate your ideas about the style of the preservation award and have pursued it with the foundry. At this point it seems that it would be too expensive to produce and would make the overall size of the plaque too large and cumbersome, at the recommendation of the foundry. We will continue to work on a design that might be suitable, should the need ever arise, however.

Thank you for your consideration of this program, which we hope will raise awareness of Oxford's historic heritage and increase pride in its preservation.

Laura Henderson

HISTORIC MARKER PRICES

Newman Brothers (Dick Stein)

5609 Center Hill Avenue, Cincinnati, OH 45216

800-447-1072 fax: 513-242-0015

PRESERVATION AWARD PLAQUE (RECTANGULAR)

1. Specifications: 10"w x 7"h cast bronze plaque, rectangular

- * raised satin polished single line border and lettering
- * Times New Roman lettering (or other choice)
- * digital proof for approval prior to casting
- * leatherette textured background
- * painted background (standard colors: light brown, dark brown, black or oxidized)
- * baked-on clearcoat finish
- * mounting hardware provided (specify masonry, stone, stucco or wood)

Master pattern, one-time cost: \$200.00

Future castings: \$156.00 each, delivery included

2. Specifications: 10"wx 5 ½" h cast bronze plaque, rectangular

- * other specs as above

Master pattern, one-time cost: \$200.00

Future castings: \$142.00 each, delivery included

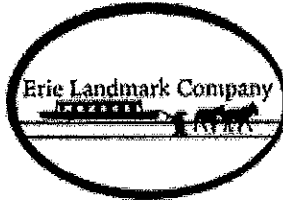
HISTORIC PLAQUE (OVAL)

1. Specifications: 10"w x 7"h cast bronze plaque, oval

Other specs same as above

Set-up fee: no charge (can use setup for Covington and Newport, KY plaques)

Future castings: \$97 each, delivery included



637 Hempfield Hill Road
Columbia, PA 17512
Toll-Free: 1-800-874-7848 / local:
717.285.9040
Fax: 717.285.9060
Email: info@erielandmark.com
Online Catalog: <http://www.erielandmark.com/>

Emailed Quote

Date: February 5, 2009
Attention: Laura Henderson / Miami Univ. Art Museum
Telephone -Fax/ E-mail:
Number of pages in this fax/email:

RE: Price Quote

***Material:** Bronze

***Shape:** Rectangle

***Finish:** Your choice between Brown, Black, Dark Green, Natural or Patina. All plaques have a clear acrylic lacquer finish.

***Mounting:** Your choice: Front Mounting, or Concealed Mounting.

***Plaque Title:** National Register plaques with 3 lines of custom text. Wording to be determined.

***Times New Roman font style.**

***Border style** to be determined, our normal choices are Single line border, Beveled edge border, Double line border or NO border (drop off).

***Size:** 12"x 7" Rect. (Our National Register Custom pricing is on sizes 10"x7", 11"x8", 15"x12" or 7"x5") This size would be priced as CUSTOM plaque if one of the above sizes is not used.

***Price:** \$211.68 per plaque. We do have discounts that we offer for Historic and Preservation groups. The discounts would apply as follows: 10 or less plaques purchased in a year's time, discount is 5% off price of plaque. Above ten ordered in one year's time, we can offer a 10% discount per plaque. All lettering must either be 1/4" upper case or 3/8" upper and lower case.

***Graphic Design:** Art supplied by customer (.cdr version 9 or lower/.ai version 10 or lower; bitmap format 300 dpi (or better) at full size, grayscale (.tif, .jpg, etc) Minimum \$58.00 For Logos Etc.

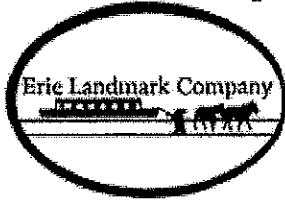
***Shipping:** \$23.00 for individual plaques shipped. 2 plaques shipped to one address at the same time is \$32.00. 3 or more shipping to one location at the same time is considered "bulk" shipping and the cost is \$9.00 per plaque.

***Method of Production:** Once you place your order we begin work on the layout which is faxed to you for your review and approval. This gives you the opportunity to make any changes or corrections you like. When we receive your final written approval the plaque goes into production. Once we have your approval in writing, any mistakes made on the approved art, is the responsibility of the customer.

***Delivery** is approximately 8 weeks from art approval.

***Terms of Payment:** Payable on art approval (Visa, MasterCard or check with art approval). Plaques will not be shipped until payment arrangements are met.

Erie Landmark Company



637 Hempfield Hill Road
Columbia, PA 17512
Toll-Free: 1-800-874-7848 / local:
717.285.9040
Fax: 717.285.9060
Email: info@erielandmark.com
Online Catalog: <http://www.erielandmark.com/>

Please contact us with questions or comments. You may place your order online, by fax, mail or telephone. We look forward to hearing from you.

Emailed Quote

Date: February 5, 2009
Attention: Laura Henderson
Telephone -Fax/ E-mail:
Number of pages in this fax/email:

RE: Price Quote

***Material:** Bronze

***Shape:** Oval

***Finish:** Your choice between Brown, Black, Dark Green, Natural or Patina **Mounting:** Your choice: Front Mounting, or Concealed Mounting.

***Plaque Title:** To be determined / National Register Custom

***Size:** 10"x7" all duplicate wording with date change and name change only.

***Price:** \$152.00 each. (Historic and Preservation group discount as stated on Rectangular pricing quote). All lettering must either be 1/4" upper case or 3/8" upper and lower case.

***Graphic Design:** Art supplied by customer (.cdr version 9 or lower/.ai version 10 or lower; bitmap format 300 dpi (or better) at full size, grayscale (.tif, .jpg, etc) Minimum \$55.00 For Logos Etc.

***Shipping:** \$23.00 for individual plaques shipped. See "bulk shipping rates" on other quote.

***Method of Production:** Once you place your order we begin work on the layout which is faxed to you for your review and approval. This gives you the opportunity to make any changes or corrections you like. When we receive your final written approval the plaque goes into production. Once we have your approval in writing, any mistakes made on the approved art, is the responsibility of the customer.

***Delivery** is approximately 8 weeks from art approval.

***Terms of Payment:** Payable on art approval (Visa, MasterCard or check with art approval). Plaques will not be shipped until payment arrangements are met.

Please contact us with questions or comments. You may place your order online, by fax, mail or telephone. We look forward to hearing from you.

Thank you,
Mary Warrenfeltz
Erie Landmark Company
info@erielandmark.com

Historic Marker Program

Sponsored by the
Historic and Architectural Preservation Commission
Oxford, Ohio

The City of Oxford has a rich architectural history with buildings dating to the early 19th century. The city recognizes the increasing value of its historic resources and their contribution as an asset in attracting residents, visitors and investors to the community. The Historic and Architectural Preservation Commission (HAPC) encourages owners to show their pride in Oxford's history and cultural heritage by displaying Historic Markers on their buildings.

The HAPC established the Historic Marker Program in 2008 as a way to promote interest in preservation and to recognize outstanding efforts made by owners of historic properties who have sensitively restored and/or maintained their structures.

The presentation of Oxford Historic Markers takes place in May, which is National Historic Preservation month. Properties must be located within the boundaries of the City of Oxford to be eligible for Awards. Nominations for Historic Markers can be made by owners, businesses, organizations or any individual who wishes to identify and reward exemplary preservation practices. It is important that the owner is aware of and agrees to the nomination, and that the Marker will be accepted if awarded.

Applications for nomination can be obtained at the Municipal Building at 101 East High Street. The deadline for submitting nominations is April 1. The HAPC will thoroughly research and verify information on applications and make the decision to award the Historic Markers, referring to the U.S. Secretary of the Interior's Standards for Rehabilitation and the National Park Service Preservation Briefs, as well as available resources and reference books on historic architecture.

The **Historic Marker Program** is organized in **two Tiers** as follows:

Tier One Markers will be awarded annually as a **Preservation Award** for restoration projects completed within the previous calendar year. Markers can also be awarded retroactively for nominations of exceptional preservation efforts in the past, or for intact and well maintained architecturally significant structures that contribute positively to the historic fabric of the city.

Tier Two Markers will be awarded annually as a **Historic Plaque** for a significant historic **structure** or historic **site**.

▪ **Structure** is defined as a building that was created to provide shelter for human activity of any type, including agricultural and recreational, and it should include all its basic structural elements. Additions, façades, wings or other parts of the **structure** will not be considered independently of the rest of the building. Generally a **structure** should be at least 50 years old to be considered for historic designation, but exceptions may be made if it is the site of a historic event or has other vital significance relevant to the development of the city, county, state or nation.

▪ **Site** is defined as an area or location designating a significant person, event or structure that influenced the development of the city, county, state or nation. It is not necessary for a surviving structure to remain on a **site**; it could be a cemetery, a designated scenic or nature trail, a landscape feature, etc.

Installation

With the owner's permission, the marker will be installed on the front façade to the left, or if not possible, to the right of the main door at eye level, about four to six feet above the ground or porch floor. It will be fastened with tamper-proof brass screws by a qualified contractor selected by the HAPC.

Tier One project categories eligible for the City of Oxford **Preservation Award** are: **Exterior Restoration for Residential, Exterior Restoration for Mixed-Use/Commercial, Adaptive Re-use, Project Excellence** and **Stewardship**. Awards will be presented on the basis of the following criteria:

1. *Project design sensitivity* to the historic character, original architectural elements and fabric of the property, and degree of preservation or restoration achieved.
2. *Project execution* representing the *best preservation practice* and use of appropriate techniques and materials germane to its period and style whenever possible.
3. *Degree of difficulty* of problems or threats faced, and the creativity and appropriateness of the solutions applied.
4. *Impact of project* on the community and on the preservation of Oxford's historic resources, showing leadership, programs and project organization.

Award-winning projects embody the goals of preserving, protecting and celebrating Oxford's historic architecture and unique sense of place.

Preservation Awards (Tier One) are presented, installed and provided by the City of Oxford. There is no fee to the owner or applicant for Preservation Awards.

Tier Two Historic Plaques will be considered by the HAPC for **structures** or **sites** on the basis of meeting one or more of the following criteria:

1. It is characteristic of an architectural style of a historic period and has integrity, retaining sufficient original elements of high enough quality and maintenance to show architectural significance.
2. The structure is listed on the National Register of Historic Places and has been maintained in appropriate condition since its registration, with no insensitive repairs, replacements or additions.
3. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the city, county, state or nation.
4. It is identified with a person or persons who significantly contributed to the development of the city, county, state or nation.
5. The structure or site has value as a reminder of the cultural or archaeological heritage of the city, county, state, or union.
6. It is the site of a significant local, county, state or national event.

Historic Plaques (Tier Two) are purchased through the HAPC by the owner or applicant; installation is included in the purchase price.

When Historic Markers are awarded, the building owners must pledge, in a Letter of Agreement with the City of Oxford, to maintain the historic integrity, the significant original features and the surrounding grounds that distinguish the character of the structure and its environment.

Historic Markers will not restrict homeowners from making appropriate changes to their property. However, changes considered inappropriate to the significant architectural elements or details of a **structure** or **site** will result in loss of designation and removal of the Marker.

This includes removing important architectural features, installing vinyl siding, replacing original windows with vinyl or metal windows, removing an original slate or tile roof, building inappropriate or insensitive additions, or otherwise destroying the integrity of the original structure.

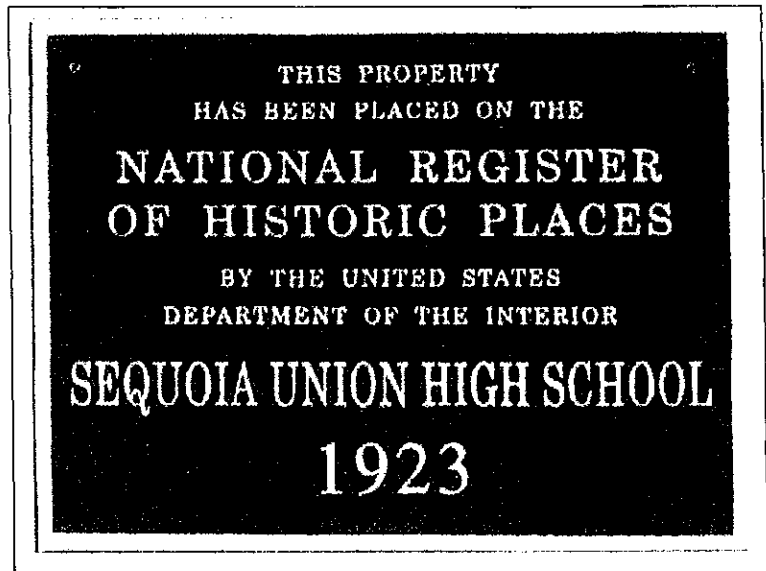
For assistance or more information, contact the Oxford City Planner at the Municipal Building, 101 East High Street, Oxford. Telephone: 524-5204

Historic Marker Details

Preservation Awards

Tier One Markers awarded for historic preservation projects are 10" x 7" rectangular solid cast bronze plaques with customized wording and the City of Oxford Register number at the bottom.

(example of style at right)



Historic Plaques

Tier Two Historic Plaques are a standard 7" x 10" solid cast bronze oval with the construction date prominently displayed in the center and the City of Oxford Register number at the bottom. The wording at the top can be customized, up to a maximum letter/space count. A name associated with the history of the structure is preferred and only verifiable historic facts will be allowed. The HAPC may assist with wording for the Plaque.

(example of style at right)



Historic Marker Program Oxford, Ohio

Historic Marker Application Process

TIER ONE

Preservation Award Application:

To nominate a property for a **Historic Preservation Award**, fill out the **Tier One Marker** application form and submit it, along with a photograph of the property, to the City of Oxford, Municipal Building. Once your application is submitted, the Historic and Architectural Preservation Commission (HAPC) will review the application to determine if the structure meets the eligibility criteria.

If the application is approved, applicant will be notified, a register number will be assigned and a Marker will be ordered, awarded to the property owner and affixed to the front of the **structure**. It will be fastened with tamper-proof brass screws by a qualified contractor selected by the HAPC. The HAPC, through the City of Oxford, will provide and install the Marker. There is no fee for Preservation Awards.

When **Preservation Awards** are awarded, the property owner must pledge, in a Letter of Agreement with the City of Oxford, to maintain the historic integrity, the significant original features and the surrounding grounds that distinguish the character of the structure and its environment.

Preservation Awards will not restrict property owners from making appropriate changes to their property. However, changes considered inappropriate to the significant architectural elements or details of a **structure** or **site** will result in loss of designation and removal of the Marker.

This includes removing important architectural features, installing vinyl siding, replacing original windows with vinyl or metal windows, removing an original slate or tile roof, building inappropriate or insensitive additions, or otherwise destroying the integrity of the original structure.

Register Numbers: The register numbers are a coding system to establish a permanent record of historic resources in Oxford. The register numbers also allow the City to correlate its historic resource records with neighborhood walking tours.

Historic Marker Application Oxford, Ohio

TIER ONE MARKER

Historic Preservation Award

CATEGORIES AND CRITERIA

The City of Oxford Historic Marker Program recognizes outstanding contributions to the preservation of Oxford's historic fabric. The Historic Preservation Awards will be presented by the Historic and Architectural Preservation Commission (HAPC) to individuals or organizations for preservation projects that were completed between January and December of the nomination year.

The project categories eligible for **Preservation Awards** are:

Exterior Restoration for Residential, Exterior Restoration for Mixed-Use/Commercial, Adaptive Re-use, Project Excellence, and Stewardship.

Awards will be presented on the basis of the following criteria:

1. *Project design sensitivity* to the historic character, original architectural elements and fabric of the property, and degree of preservation or restoration achieved.
2. *Project execution* representing the *best preservation practice* and use of appropriate techniques and materials germane to its period and style whenever possible.
3. *Degree of difficulty* of problems or threats faced, and the creativity and appropriateness of the solutions applied.
4. *Impact of project* on the community and on the preservation of Oxford's historic resources, showing leadership, programs and project organization.

The accuracy of the background information provided and the completeness of the nomination form are an integral part of the decision to recognize a project with a **Preservation Award**. The Historic Preservation Awards will be presented in May in conjunction with National Preservation Month. The awards are chosen by the HAPC in collaboration with the City of Oxford.

To nominate a property for a Preservation Award, complete the **TIER ONE MARKER** Application Form and submit it with supporting documentation to the City of Oxford, Municipal Building, 101 East High Street, Oxford.

TIER ONE MARKER

Category Descriptions:

Exterior Restoration for Residential: This category acknowledges historic residential restoration projects for the exterior of the structure, in which the architect, contractor or owner exhibited exceptional care, sensitivity and respect for the historic fabric and/or setting of the property. The restoration should repair intact historic elements and detailing and replicate any missing elements, using historic materials whenever possible.

Exterior Restoration for Mixed-Use/Commercial: This category acknowledges historic mixed-use or commercial restoration projects for the exterior of the structure in which the architect, contractor, or owner was exceptionally sensitive and careful to respect the historic fabric and/or setting of the property. Historic architectural elements and detailing should be repaired or replicated, using historic materials whenever possible.

Adaptive Re-use: This category recognizes a successful Adaptive Re-use of a property where the excellence in design inspires a new and different use(s) for an existing building. The historic materials and fabric of a property should be retained and used as a prime element in the design of the project.

Project Excellence: This award recognizes a project for either residential or mixed-use/commercial that demonstrates an outstanding achievement in historic preservation, restoration or rehabilitation. The project should have a significant impact on the community in Oxford and would be considered a leading example of historic preservation. Priority is given to projects that save a potentially threatened building.

Stewardship: This award recognizes individuals or organizations with long-term dedication to the preservation of a property or properties that positively affect an entire community. Examples of completed projects or programs instituted should be included in the nomination, along with a general discussion of the individual's or group's commitment to historic preservation.

Historic Marker Application Oxford, Ohio

Please submit to:
Historic and Architectural Preservation Commission
City of Oxford, Municipal Building
101 East High Street, Oxford, Ohio 45056
For information or assistance:
524-5204 or www.cityofoxford.org

TIER ONE MARKER Nomination Form

Historic Preservation Award

(Nomination Deadline: April 1 for projects completed in previous year)

Nominated Person, Property or Organization _____

Name, Mailing Address, Phone Numbers of Current Property Owner or Nominated Person

Please summarize information on the following topics and include attachments as appropriate:

1. Location of Structure _____

Tax Parcel No. _____ Building Permit # _____

Year of Construction _____ Additions/Restorations _____

2. Description of the site (Habs Haer, fire maps) _____

Award Category

_____ Exterior Restoration-Residential _____ Exterior Restoration Mixed-Use/Commercial

_____ Adaptive Re-use _____ Project Excellence _____ Stewardship

Description of Achievement

Please attach a one-page written description of the project achievement, including (a.) the scope of the project completed, (b.) the details of the steps required to complete it, and (c.) the contribution of the project to the preservation of Oxford's historic character. Include any historic information that is available about the building: historic records, building name(s), original owner, architect, date of construction, and history of the site. Anecdotes and interesting information that you would like to share can be included but is not required, such as quirks about the building, historic objects found on the property, or misadventures that occurred during restoration work, etc.

Begin/End Dates of Project (use building permit dates, if available)

Project Contributors

List all major contributors to the achievement of the project, such as architect, landscape architect, contractors, skilled craftsmen, lenders, consultants, etc. Please include contact addresses for each contributor. _____

Supporting Documentation for Preservation Awards

Submit six to ten photographs illustrating the project's achievements, stating significance of what each photograph represents. Include at least one "before" and one "after" photograph.

Name of Person Submitting the Nomination _____

Address/tel. no./email _____

Contribution to Project _____

Additional pages may be attached.

The applicant certifies that the information on this application is true and accurate to the best of his/her knowledge.

Signed _____

Date _____

HAPC Use Only

Site visited by _____ on _____

Information verified by _____ on _____

Application approved _____ Not approved _____ on _____

Marker awarded to _____ on _____

Register Number: _____

Historic Marker Program Oxford, Ohio

Historic Marker Application Process

TIER TWO

Historic Plaque Application:

To apply for a **Historic Plaque**, fill out the Tier Two Marker application form and submit it, along with a photograph of the **structure** or **site**, to the City of Oxford Municipal Building. Once your application is submitted, the Historic and Architectural Preservation Commission (HAPC) will review the application to determine if the **structure** or **site** meets the eligibility criteria. If the application is approved, applicant will be notified and a fee of \$97.00 for the **Historic Plaque** is required; installation is included.

A register number will be assigned and the **Historic Plaque** will be ordered, awarded to the property owner and affixed to the front of the **structure** or at the **site**. It will be fastened with tamper-proof brass screws by a qualified contractor selected by the HAPC.

Before receiving the **Historic Plaque**, the property owner will be asked to sign a Letter of Agreement with the City of Oxford in which the owner pledges to maintain the historic integrity, the significant original features and the surrounding grounds that distinguish the character of the **structure** or **site** and its environment.

Historic Plaques will not restrict property owners from making appropriate changes to their property. However, changes considered inappropriate to the significant architectural elements or details of a **structure** or **site** will result in loss of designation and removal of the **Plaque**.

This includes removing important architectural features, installing vinyl siding, replacing original windows with vinyl or metal windows, removing an original slate or tile roof, building inappropriate or insensitive additions, or otherwise destroying the integrity of the original structure.

Register Numbers: The register numbers are a coding system to establish a permanent record of historic resources in Oxford. The register numbers also allow the City to correlate its historic resource records with neighborhood walking tours.

Historic Marker Application Oxford, Ohio

Please submit to:
Historic and Architectural Preservation Commission
City of Oxford, Municipal Building
101 East High Street, Oxford, Ohio 45056
For information or assistance:
524-5204 or www.cityofoxford.org

TIER TWO MARKER Application Form

Historic Plaque (Application Deadline: April 1)

Name of Applicant(s) _____

Name of Owner(s) _____

Mailing Address _____

Tel. _____ email _____

Name on marker (original owner or most significant owner) _____

Please summarize information on the following topics and include attachments as appropriate:

1. Location of Structure _____

Tax Parcel No. _____ Building Permit # _____

Year of Construction _____ Additions/Restorations _____

2. Description of the site (Habs Haer, fire maps) _____

3. General narrative of the structure (title search, chain of title, deed records, historic surveys, historic structures report if available) _____

4. Architect/builder, if known _____

5. Architectural narrative (for styles, refer to Virginia and Lee McAlester, *A Field Guide to American Houses*, Alfred A. Knopf, NY, 1994) _____

6. Description of interior and any modifications _____

7. Distinguishing exterior features (gardens, setting, landscape features) _____

8. Historic Context (significant events, people, stories associated with the property)

9. Historic photographs / Current photographs: Please submit photos of all elevations and grounds.
10. Reference sources _____

11. Statement of significance _____

Additional pages may be attached.

The applicant certifies that the information on this application is true and accurate to the best of his/her knowledge.

Signed _____	Date _____
_____	_____

HAPC Use Only

Site visited by _____ on _____

Information verified by _____ on _____

Application approved _____ Not approved _____ on _____

Marker awarded to _____ on _____

Register Number: _____

Historic Marker Program

Sponsored by the
Historic and Architectural Preservation Commission
Oxford, Ohio

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20(), between the City of Oxford, Ohio, a municipal corporation of the second class, (hereinafter "CITY"), and _____, (hereinafter "OWNER"), owner of the real estate located at _____, Oxford, Ohio (hereinafter "PROPERTY").

WHEREAS, the CITY has instituted a Historic Marker Program with two levels, for properties within the boundaries of the City of Oxford: as **Tier One** to present **Preservation Award** plaques to recognize sensitively executed preservation projects, and **Tier Two** to present **Historic Plaques** to recognize structures and sites of historic significance; and

WHEREAS, the CITY has reviewed the application of the OWNER and has determined that the structure or site located on the PROPERTY meets the eligibility criteria.

NOW, THEREFORE, in consideration of the mutual promises contained herein it is hereby agreed:

1. OBLIGATIONS OF THE CITY

- (a) The CITY will design and advertise for the purchase of the Preservation Award plaques and Historic Plaques to be used throughout the City of Oxford to designate historic structures and sites;
- (b) The CITY will transfer ownership of the **Preservation Award** (Tier One) plaque to the OWNER and bear the cost of the plaque and its installation;
- (c) The CITY will transfer ownership of the **Historic Plaque** (Tier Two) to the OWNER upon payment to the CITY of an amount equal to the cost to the City for the Historic Plaque, with installation included.

2. OBLIGATION OF THE OWNER

- (a) The OWNER will pay the CITY for the cost of the **Historic Plaque** (Tier Two);
- (b) The OWNER will display the **Preservation Award** plaque/**Historic Plaque** in a prominent position on the PROPERTY per guidelines developed for the Historic Marker Program, and maintain the plaques;
- (c) The OWNER will maintain the historic integrity of the structure or site designated as being historically significant; if said structure/site is compromised in a manner insensitive to its historic significance, the plaque will be revoked.

CITY

OWNER

By: _____
Douglas Elliott, City Manager

By: _____

Historic Marker Program
Sponsored by the
Historic and Architectural Preservation Commission
Oxford, Ohio

HISTORIC PLAQUE WORDING

Fill in desired information; please print clearly. Historic and Architectural Preservation Commission (HAPC) members will assist in determining the final layout.

The diagram shows an oval-shaped plaque template with several horizontal lines for text. Labels with leader lines point to specific sections:

- Line 1 - up to 24 spaces
- Line 2 - up to 21 spaces
- Line 3 - up to 15 spaces or circa
- Year built
- Register number, to be assigned by city staff

At the bottom of the oval, the text "COVINGTON REGISTER NO." is printed in a curved path.

**INFORMATION ON PLAQUE MUST BE VERIFIABLE HISTORIC FACT
SUBSTANTIATED BY DATA SUBMITTED WITH THE APPLICATION.**

Please submit a check for \$97.00 payable to the City of Oxford. The plaque will not be ordered until payment is received. Please allow 8-12 weeks for delivery. The City of Oxford will notify you when the plaque arrives.

Before the City will release the plaque, a **Letter of Agreement** must be signed by the property owner, pledging to maintain the historic integrity of the structure. A copy of this letter is available for review upon request.

City Directory Research Form

Page ____ of ____

Property Address: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Directory Year: _____ Directory Entry: _____

Year Published: _____

Notes: _____

Property Deed Research Form

Page ____ of ____

Property Address: _____
Group Number: _____ Plat Number: _____
Bk/Pg: _____ Legal Description: _____
Date _____
Written: _____
Date _____
Recorded: _____ Grantor: _____
Cost: _____
Amount of Clerk's Grantee: _____
Stamps: _____

Property Address: _____
Group Number: _____ Plat Number: _____
Bk/Pg: _____ Legal Description: _____
Date _____
Written: _____
Date _____
Recorded: _____ Grantor: _____
Cost: _____
Amount of Clerk's Grantee: _____
Stamps: _____

Property Address: _____
Group Number: _____ Plat Number: _____
Bk/Pg: _____ Legal Description: _____
Date _____
Written: _____
Date _____
Recorded: _____ Grantor: _____
Cost: _____
Amount of Clerk's Grantee: _____
Stamps: _____

Notes: _____

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: March 17, 2009

Kathryn A. Dale
Prepared By

Account Code No. #:

Budgeted Amount:

March 5, 2009
Date Prepared

Agenda Title: HAPC Meeting Report – March 4, 2009

DISCUSSION:

The HAPC meeting was held at 6:00p.m. for a work session. Discussion was held regarding the historic plaque applications, corrections and discussion that was recently held with City Council. It appears that most issues have been addressed and the HAPC is prepared to make a presentation to City Council as early as March 17, 2009 for formal approval.

The second item for discussion was regarding amendments to the HAPC Sign guidelines. The HAPC is recommending some suggested amendments to the Planning Commission regarding the zoning code's temporary signs, if Planning Commission is willing to consider; but primarily are now recommending within their own guidelines that banners are permitted in the Historic District provided they are in accordance with the zoning code. They are recommending the same for sandwich board signs.

The next regular HAPC meeting is scheduled for April 1, 2009.

Approved By:	Department Head:	Initial	Date
	City Attorney:	<u>MCV</u>	<u>3/5/09</u>
	City Manager:	<u>[Signature]</u>	<u>3/17/09</u>

CITY OF OXFORD STAFF SUMMARY REPORT

Report to the City Manager

Finance Department
Originating Department

Council Meeting Of: March 17, 2009

Account Code No. #: Various

Heidi Hill
Prepared By

Budgeted Amount: \$185,407

March 10, 2009
Date Prepared

Agenda Title: 2009 Property and Casualty Insurance

Recommendation: Approve

Discussion:

Staff is requesting Council to approve the property and casualty insurance bid of \$114,900 for 2009. This represents a 5.4% cost reduction over last year's cost of \$121,130. Insurance premiums will be paid on a semiannual basis, a change from prior one time premiums payment.

Please find attached an email from Patrick Hickey of Love Insurance outlining the cost analysis.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

13/10
3/13/09

RESOLUTION NO.

RESOLUTION ACCEPTING THE INSURANCE BID OF INSURANCE SPECIALIST GROUP, INC., DBA LOVE INSURANCE PARTNERS FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE COVERAGE FOR 2009.

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

SECTION 1: Insurance Specialist Group, Inc., dba Love Insurance Partners (hereinafter 'Love Insurance Partners') submitted an insurance bid of \$114,900.00 for the City's property and casualty insurance coverage for 2009, a 5.4% cost reduction over last year's cost of \$121,130.00.

SECTION 2: Council hereby accepts the insurance bid of Love Insurance Partners for \$114,900.00 for the City's property and casualty insurance coverage for 2009.

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

MAYOR

ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

Joe Newlin

From: Patrick Hickey [phickey@loveinsurance.com]
Sent: Tuesday, March 10, 2009 11:59 AM
To: Joe Newlin
Subject: City of Oxford Insurance
Importance: High
Attachments: MIA Rate Guaranty.pdf; HCC Corrected Quote City of Oxford 09.pdf; Automatic Renewal Quote (App).PDF; Oxford Analysis 2009.pdf; Travelers Oxford Renewal Proposal.pdf

I would like to thank you and Mr. Elliott for your kind time and attention yesterday. I have attached the updated spreadsheet which also includes an additional column indicating some of the notable differences between the two insurance programs we reviewed.

To recap, Scottsdale Insurance company did not complete their quote. They advised that their premium would be \$150,000 which was \$25,000 higher than the expiring and did not desire to take the time to complete the proposal process.

We presented two proposals from Travelers (with American Alternative on the Umbrella) and from the Municipal Insurance Alliance (MIA also known as the Houston Casualty program.) The combined Travelers and American Alternative program increased in premium about \$10,000 over last year to \$134,529. The Houston Casualty/Municipal Insurance Alliance quote came in at \$114,900 or about \$10,000 lower than last year and \$19,626 lower than the incumbent quote. We did go to Travelers and advised them they were substantially high, however, they declined to offer a lower premium. I can forward you the communication on this if you need it for your files.

The attached spreadsheet includes notations on differences between the incumbent and the MIA program. Each one has some advantages and some things are handled differently. On balance, however, the meat of the programs are the same and neither has a substantial deficiency that would be a deal breaker. Thus the MIA program at the lower premium would seem to be the best route for Oxford at this time.

Finally, we did discuss a three year policy and rate guaranty with the MIA. A three year policy does not mean you have to stay with them for three years, but could give the city the ability to continue next year without having to seek quotes if the renewal is reasonable to the current insurance marketplace pricing. The rate guaranty is loss ratio sensitive and I have attached a copy of it for your review. I would suggest you consider this three year option. My reason for this is with the economy going the way it is, we could see rate increases next year which this endorsement may provide protection against and thus be to the city's advantage. Since the city still will have the option to cancel the policy at any anniversary at no penalty, it can still leave or bid each anniversary as the city sees fit. The city is not committed longer than 1 year at a time.

Please let me know when the final decision is made so that we can take care of ordering the renewal policy. The attachments below are Adobe PDF files of the information provided at the meeting and some additional information.

Thank you.

Patrick M. Hickey, CIC CPCU

Attachments: Oxford Analysis of proposals
HCC Corrected Quote Pages
MIA Rate Guaranty
Travelers Quote
American Alternative Automatic Renewal Notice

3/10/2009

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Service Department
Originating Department

Council Meeting of: March 17, 2009

David Treleven
Prepared By

Account Code #: N/A

Budgeted Amount: N/A

February 26, 2009
Date Prepared

Agenda Title: Environmental Commission Meeting of February 25, 2009

Recommendation: For Review and Consideration

Discussion:

Environmental Commission members present at the Wednesday, February 25, 2009 meeting were: Vice Chair, Ms. Gisela Bahr; City Council Representative, Mr. Greig Rutherford; Secretary, Ms. Heidi Schran; Planning Commission Representative, Mr. Ted Wong; and Mr. Charlie Ford. A quorum was present. Mr. David Fehr, Planning Director of Butler County's Department of Development, Planning Division, was also in attendance.

Proclamations for Earth Day, April 22, 2009, and Arbor Day, April 24, 2009 were reviewed and approved for submittal to the City Council. Staff shall keep the Commissioners informed of the planned activities for these events as they are known.

Mr. David Fehr made a presentation regarding Butler County's residential planned conservation development, which is somewhat similar to Oxford's open space cluster residential subdivision development. Planned conservation development is executed in such a manner to minimize adverse effects on a property's natural features and environment through provisions such as varied setback lines, dwelling types and clustered development for a maximum gross density of residences, all without jeopardizing the overall intentions of standard zoning requirements or public safety and welfare. Developmental planning for a conservation subdivision is almost the reverse of standard subdivision planning in that the property's natural areas to be conserved (streams and floodplains, wooded areas, steep slopes, prime agricultural land, etc.) are identified, with the remaining areas designated for housing. The streets and utilities are then aligned, with the lot designations being last.

The Commission adjourned at 9:20 p.m. The next Commission meeting is tentatively scheduled for Wednesday, March 25, 2009 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial / Date
DT / 2/27/09

DT / 2/27/09

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: March 17, 2009

Jung-Han Chen

Account Code No. #:

Prepared By

Budgeted Amount:

March 12, 2009

Date Prepared

Agenda Title: PC-28-2008 Planned Development, Villas of Oxford, 22.46 Acres of Land into 22 Buildings of Pods for a Total of 88 Units. Foundation Development Group, LLC Applicant
--

Recommendation: Approval

Discussion:

Based on the comments raised from the citizens during the last Council meeting, the Applicant has provided a revised site plan showing a 20' wide multi-path easement on the western side of the property.

Approved By:	Department Head:	Initial	Date
	City Attorney:	<u>HC</u>	<u>3/12/09</u>
	City Manager:		

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: March 17, 2009

Jung-Han Chen

Account Code No. #:

Prepared By

Budgeted Amount:

March 12, 2009

Date Prepared

Agenda Title: PC-28-2008 Planned Development, Villas of Oxford, 22.46 Acres of Land into 22 Buildings of Pods for a Total of 88 Units. Foundation Development Group, LLC Applicant
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Recommendation: Approval

Discussion:

Based on the comments raised from the citizens during the last Council meeting, the Applicant has provided a revised site plan showing a 20' wide multi-path easement on the western side of the property.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial	Date
<u>JHC</u>	<u>3/12/09</u>

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 03/17/09

Heidi Hill
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

03/11/09
Date Prepared

Agenda Title: 2009 SUPPLEMENTAL BUDGET #3

Recommendation: Approve

Discussion:

Supplements to the 2009 Budget

General Fund

Transfer to LETF 38,245.00

From fund balance

Appropriation needed to return unused funds transferred in 2008 which was meant to fund 2 walking patrols mostly in the uptown business district. Police did not fill one position until mid-year second went unfilled.

The actual appropriation was inadvertently left off of the Ordinance for Supplemental Budget #1.

Transfer to FEMA 12,519.00

From fund balance

Appropriation needed to cover the City's 10% portion of the FEMA grant awarded to the Fire Department.

This will be offset by the 2nd request of FEMA money from the windstorm in 2008. We are expecting to receive another \$76,346.70.

Fire Supplies 961.60

From Revenue

Appropriation needed to cover the cost or replacing supplies for Hazardous Material spill. City received reimbursement for the supplies used.

Street Fund

Materials 50,000.00

From Revenue

Appropriation needed to purchase salt and materials for street repair for balance of 2009 from the reimbursed FEMA money under the current contract. The current contract price for salt is lower than what is anticipated for the next contract period.

FEMA Fund

Equipment 109,314.00

From Grant Revenue and Fund balance

Training 15,875.00

From Grant Revenue

Appropriation is needed for the purchase of equipment and training from grant revenue that FEMA awarded to the Fire Department.

Refuse Fund

Recycling 3,864.00

From Grant money and recycling incentive

Additional appropriation needed to cover the cost of purchasing 1.00 per month contract of recycling pickup for larger containers. Grant was awarded by the Butler County Solid Waste District in the amount of \$2,318.40. The remaining \$1,545.60 expense will come from the additional recycling incentive the City received from Butler County.

Storm Water Fund

Transfer to General Fund 13,839.00

Transfer money back to General Fund that was transferred at the end of 2008 to cover expenditures that were not anticipated in 2008.

Equipment (13,839.00)

Reduce appropriation that was spent last year after Budget was completed.

Approved By:

Department Head:
City Manager:

Initial Date

[Handwritten signature]
3/11
[Handwritten signature] 2/13/09

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3033. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 3 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2009.

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

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

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

GENERAL FUND 110	961.60
FEMA FUND 416	112,670.00
REFUSE FUND 341	2,318.40

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

GENERAL FUND 110	38,245.00
GENERAL FUND 110	12,519.00
GENERAL FUND 110	961.60
FEMA FUND 416	125,189.00
STREET FUND 122	50,000.00
REFUSE FUND 341	3,864.00
STORM WATER FUND 351	13,839.00
STORM WATER FUND 351	(13,839.00)

SECTION 4: The following transfers be executed:

Transfer from:

GENERAL FUND 110	12,519.00
STORM WATER FUND 351	13,839.00

Transfer to:

FEMA FUND 416	12,519.00
GENERAL FUND 110	13,839.00

SECTION 5: The following increase/(decrease)in estimated revenues be made:

FEMA FUND 416	12,519.00
GENERAL FUND 110	13,839.00

SECTION 6: In all other respects, Ordinance No. 3033 shall remain in full force and effect.

SECTION 7: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development Department
Originating Department

Council Meeting Of: March 3, 2009

Jung-Han Chen
Prepared By

Account Code No. #:

Budgeted Amount:

February 23, 2009
Date Prepared

Agenda Title: PC-27-2008 Preliminary Subdivision-Proposed Residential Subdivision of 32.12 Acres of Land into 77 home sites in a R1B Single-Family Medium Residential District, Tim Myers, Agent, Applicant

Recommendation: Approval

Discussion:

This is a preliminary subdivision request to divide 32.12 acres of land into 77 home sites in a R1B Single-Family Medium Residential District. The site is located between Contreras and Fairfield Roads, directly west of the Knolls of Oxford.

The request went before the Planning Commission twice in an entirely different layout. The Commission felt the revised plan reflected the desire of the Planning Commission in addressing issues regarding drainage easement, preservation of open space, storm water management, sidewalks, and connectivity between this subdivision and adjoining properties.

The Planning Commission held a Public Hearing and deliberated the request at length, based on the staff report, Applicant's presentation and adjoining property owner's comments.

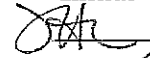
At the conclusion of the Public Hearing, the Planning Commission voted 4-2-1 to recommend approval to City Council on this request, subject to the following conditions:

1. That, the proposed stub streets along the western property line provide a 60-foot right-of-way width and conform to the City of Oxford street standards. All other interior streets may be reduced to a 50-foot right-of-way width.
2. That, the multi-use path in the 20-foot easement is 10-foot wide as stipulated in the Annexation Agreement.
3. That, the collector street through the site may be modified from typical street standard as presented, including authorization for a traditional sidewalk along the west side and the multi-use path on the eastern side.
4. That, sidewalks are provided on both sides of the streets throughout the subdivision.
5. That, the appropriate signage and barricades/guardrails are installed at the end of the stub streets along the western property line.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial	Date
----------------	-------------

	1/23/09
	2/27/09

ORDINANCE NO. 3030

ORDINANCE APPROVING THE PLANNING COMMISSION'S RECOMMENDATION FOR PRELIMINARY APPROVAL OF THE MYERS SUBDIVISION ON 32.12 ACRES OF LAND WITH CONDITIONS.

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

SECTION 1: Council hereby finds that the Planning Commission held a public hearing on February 10, 2009, the purpose of which was to accept public comment on PC-27-2008 the proposed Preliminary Myers Subdivision application.

SECTION 2: The Planning Commission, after a public hearing and discussion, voted to approve a motion recommending approval of the Preliminary Myers Subdivision application with conditions.

SECTION 3: Council hereby accepts the action of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and the applicant's application and all documents filed by the applicant and incorporates the same herein and hereby approves the application of the applicant for the Preliminary Myers Subdivision on 32.12 acres of land, subject to the following conditions:

- a. The proposed stub streets along the western property line provide a 60-foot right-of-way width and conform to the City of Oxford street standards. All other interior streets may be reduced to a 50-foot right-of-way width.
- b. The multi-use path in the 20-foot easement is 10-feet wide as stipulated in the Annexation Agreement.
- c. The collector street through the site may be modified from typical street standards as presented, including authorization for a traditional sidewalk along the west side and the multi-use path on the eastern side.
- d. Sidewalks are provided on both sides of the streets throughout the subdivision.
- e. Appropriate signage and barricades/guardrails are installed at the end of stub streets along the western property line.

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

MAYOR

ADOPTED:

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

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

<u>Report Date</u>	March 3, 2009
<u>Case Number</u>	PC-27-2008
<u>Applicant Information</u>	Tim Myers, Applicant, Agent
<u>Requested Action</u>	Preliminary Subdivision
<u>Summary of Request</u>	To allow for a proposed residential subdivision in a R1B District, 32.12 acres into 77 lots.
<u>Public Hearing Information</u>	On December 9, 2008 and February 10, 2009, public hearings were held at 118 West High Street. At the request of the Applicant, a Conceptual Design presentation took place at the January 13, 2009 Planning Commission meeting. A legal notice of the hearing was published in the Oxford Press on October 22, 2008.
<u>Commission Action</u>	The Planning Commission voted 4-2-1 to recommend City Council approval.
<u>Commission Findings and Conclusions</u>	At the February 10, 2009 Planning Commission meeting, conditions were identified: 1. That, the proposed stub streets along the western property line provide a 60-foot right-of-way width and conform to the City of Oxford's street standards. All other interior streets may be reduced to a 50-foot right-of-way width. 2. That, the multi-use path in the 20-foot easement is 10-feet wide as stipulated in the Annexation Development Agreement. 3. That, the collector street through the site may be modified from the typical street standard as presented, including authorization for a traditional sidewalk along the west side and the multi-use path on the eastern side. 4. That, sidewalks are provided on both sides of the streets throughout the subdivision. 5. That, the appropriate signage and barricades/guardrails are installed at the end of the stub streets along the western property line.
<u>Exhibits Submitted to the Commission</u>	1. Community Development Staff Report dated December 9, 2008 and Revised January 29, 2009 2. Inter-Office Review Transmittal Sheets dated January 30, 2009 and November 17, 2008 3. Site Plan – current design effective for the 2/10/09 Planning Commission meeting 4. Site Plan – old version effective for the 12/9/08 Planning Commission meeting 5. Ordinance No. 3013

6. Annexation Agreement
7. Perpetual Easement
8. Preliminary Subdivision Application dated 10/24/08
9. Letter of Agency
10. Vicinity Map.

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Case # PC-27-2008

Date – December 9, 2008
Revised – February 10, 2009

APPLICATION

Applicant:	Tim Myers
Location:	Between Contreras and Fairfield Roads
Owner:	Harry and Anna Belle Paulin
Action Request:	Preliminary Subdivision
Current Use:	Farming, agricultural
Surrounding Existing Land Uses:	Agricultural uses, retirement homes

DESCRIPTION

The Applicant is seeking approval of a preliminary subdivision to divide approximately 31.09 acres of land into 72 single-family residential lots in a R1-B (Medium Density Single Family Residential) District. The site is located between Contreras Road and Fairfield Road, directly west of the Knolls of Oxford. The development of this entire tract is divided into two development themes; one being a PUD project, the other a traditional subdivision. The entire Paulin Property, under the Annexation description, is about 54.77 acres.

This Preliminary Subdivision request is part of a newly annexed property granted in March 2008 and is located on the western half of the Paulin property. This portion is approximately 420' by 2865'. Furthermore, this new territory received municipal zoning designation October 2008 as R1B. The Application indicates this will be a two-phase development project. The first phase will consist of 11.5 acres of land for 27 home sites. The 2nd phase will be for the remaining acreage of 45 sites.

The original layout of this entire track was to dissect the parcel with a traditional subdivision plan to the west and a PUD to the east of a public roadway connecting Fairfield Road to Contreras Road. The revised plan shows an entirely different layout with the roadway being shown on the eastside of the parcel with the traditional subdivision plan occupying the north section; while the PUD occupies the southern section of the tract.

SURROUNDING NEIGHBORHOOD

The subject property was recently annexed into the City in 2008. It is bordered by the Knolls of Oxford to the east, Miami University Airport to the south, and agricultural uses to the north and east. It is the entry point into the City from the west through either Contreras or Fairfield Roads.

2008 COMPREHENSIVE PLAN

LAND USE: Manage growth to ensure small town character, green areas, and preserved farmland. The principles reflect a variety of land use topics and themes that are mutually reinforcing with respect to the framing intentions about future land use. The principles focus on long-term sustainability and the quality, pattern, character, and organization of the development. The principles also specifically address mobility and connectivity with a focus on expanding mobility choices for residents.

1. **The community's small college town character will be preserved and enhanced.**

Oxford's built environment is largely defined by a distinct land pattern of an older, smaller scale, and walk able core with a mix of uses. The community is also shaped by the presence of the Miami University Campus and expansive green spaces. This character is cherished by many local residents and distinguishes the community in a regional and historical context.

 - Future areas for growth and development will consider the essential elements of the exemplary areas of Oxford with respect to the form and pattern of development (Uptown and Mile Square), including US 27 South.
 - All rural gateways will reflect the transition from rural to small town.
 - New development and redevelopment will be sensitive to pedestrians in terms of scale and walk ability.
 - New architecture will add to the character of the community as opposed to corporate, franchise architecture.
2. **Uptown and new commercial developments will have a mix of uses that are distinctive and contribute to enhancing the community's overall identity.**

The recent residential and commercial land use pattern segregates uses from one another. This pattern of development is not conducive to creating a vibrant atmosphere where residents can live, work, and find opportunities for leisure and entertainment in the same area. Creating opportunities and encouraging new developments that include a variety of uses mixed together on the same block, or building, will help create a walk able and accessible development pattern noted by residents as desirable.

 - The city will encourage a mix of uses Uptown and areas of redevelopment and infill shown on the Conservation and Development Map.
 - Mixed-use centers will include a variety of commercial, office, and retail, civic and residential uses in the same building and/or adjacent to each other.
 - Mixed-use centers will be sensitive to the scale and character of surrounding uses and incorporate architectural elements that contribute to shaping the local identity.
3. **Infill development and redevelopment of underutilized sites is a priority.**

Oxford has a significant number of vacant sites and buildings that are detracting from the community's positive assets. Many of these sites are located within existing neighborhoods and districts. These sites should be redeveloped to enhance and serve surrounding neighborhoods and districts.

 - Specific sites will be targeted for redevelopment.
 - Reuse of vacant and underutilized sites will be encouraged prior to new development.
 - Redeveloped industrial and manufacturing sites will employ sustainable principles to mitigate any hazards that exists onsite and integrate energy efficient building design.
4. **The development of new residential areas, and redevelopment of existing residential areas, will have strong neighborhood qualities.**

The Mile Square in Oxford has a discernible center, includes numerous public spaces and is walk able and interconnected to surrounding areas.

The pattern in the community of residential growth has been to create subdivisions with a single use and building type. While many of these subdivisions have high-quality residential units and are well kept, they typically lack a real "center" and are framed by wide streets in a pattern that does not relate to the small town character.

 - Neighborhoods will be walk able with quality streets that accommodate both bicycles and automobiles, but give priority to the pedestrian experience.
 - Civic, institutional, and public spaces may be included in neighborhoods and form the physical nucleus of the neighborhoods.
 - Residential streets will be scaled to improve the pedestrian experience and character of the neighborhood.

5. **Green space and public spaces will be incorporated as part of future developments.**

Oxford's natural environment includes a variety of ecological systems and open spaces. Residents have a strong environmental ethic, support the protection of critical environmental areas, and desire open spaces for recreation agriculture, and protection of natural areas.

 - Local watersheds are defining natural features in Oxford. The city will commit to protecting and enhancing the watersheds when development or redevelopment occurs.
 - Wooded areas will be protected and integrated into new developments, and connected when possible to create a continuous open space system.
 - Convenient and accessible recreational opportunities will be provided for all ages.
 - Existing recreational, green space, public areas, open and natural spaces will be enhanced and new areas set aside that connect people to the natural environment and promote recreational opportunities to support active and healthy lifestyles.
6. **Future growth at the edge of the city will preserve open space, protect the area's rural character, and be consistent with the other principles.**

Unplanned growth on the edge of the city can compromise the area's rural character and viewsheds. Low-density growth on the city's periphery can also add to the cost and demand for community services, potentially creating fiscal hardships.

 - New growth on the edge of the community will not compromise the rural landscape or the community's small town character.
 - Open space and land currently in agricultural use will be strategically protected when and where appropriate.
 - Public investments, e.g. roadways, will be improved in a manner that strengthens the rural character.
 - Initiatives will be pursued (i.e., open space subdivision design) to protect the rural character.
 - All development on the edge of the city will be carried out in consideration of township policies.
7. **New commercial and light industrial developments will be developed with pedestrian amenities and green spaces.**

Historically, commercial and industrial areas have been developed primarily in single-use strip developments along corridors. This pattern does not respond contextually to the surrounding neighborhoods and districts. These areas have typically been auto-oriented, with parking facing the street. Large-scale commercial centers or buildings have also been developed with only the immediate use considered. This practice has created barriers and added cost to redevelopment efforts.

 - Smaller retail uses serving the local or neighborhood market will reflect the character of Oxford and be compatible with surrounding uses with respect to form, scale, and character.
 - Large and small retail developments will be sited in a manner that is pedestrian-friendly with parking to the rear of the structure.
 - Large format retail will be developed in a pattern that accommodates redevelopment (such as installing utilities that are mindful of how a parcel may be redeveloped).
 - Utilities, roadways, and parking areas will be developed in commercial and industrial areas to support future reuse.
 - Commercial and industrial parking areas will incorporate vegetation, walkways, and signage to facilitate pedestrian mobility.
8. **Streets will create an attractive public realm.**

Many local streets are designed primarily to facilitate the movement of automobiles. The scale (width) of some local streets encourages a higher rate of travel for motorists and creates a large distance between building fronts, which can detract from the pedestrian experience and small town character.

- New streets, and improvements to existing streets, will enhance the public realm through landscaping, bicycle and pedestrian design elements, and through a scale that enhances the nature of the district or neighborhood without compromising the safety of motorists.
 - Roads in rural areas will complement the character of rural areas (i.e., width, setbacks, landscaping/buffers).
 - Commercial buildings will be situated on site to define a high quality streetscape, including locating structures close to the street and placing parking in the side or rear yard whenever possible.
9. **Places will be connected to create better opportunities to walk, bike and access public transportation throughout the community.**
 As part of the Plan Update, residents voiced an interest in increasing opportunities for making trips via walking, biking and public transit. Currently there are opportunities to walk easily within parts of the community, but more could be done to accommodate bicyclists. Improving the opportunities for biking will in turn discourage trips via the automobile. Creating an interconnected street pattern will offer more options for residents to arrive at their destinations, potentially decreasing travel, reducing congestion and improving wayfinding. It will also create opportunities for walking and biking by better connecting neighborhoods and districts.
- The road pattern will be improved to keep local traffic off major arterials and high-speed through traffic off local streets.
 - A connected grid street pattern, or modified grid system, is the preferred network for future development and redevelopment.
 - Well-connected streets will be designed to facilitate walking.
 - Bike paths and walking paths will be integrated into new development and areas undergoing redevelopment.
10. **Environmentally sensitive and sustainable practices will be encouraged in future developments.**
 The community has a high level of environmental awareness that was reflected in the input received at public workshops. Residents desire to employ creative and sustainable choices as part of future growth.
- New construction will employ context sensitive design to reduce impacts on existing site features and the natural environment.
 - Green building practices will be encouraged to minimize the consumption of resources, employ recycling of building materials, and promote quality indoor living and working environments for Oxford residents.
 - Green stormwater and graywater management options will be implemented to retain and reuse stormwater to reduce surface runoff, which may have negative impacts on the watershed.

OBJECTIVES

1. Manage growth.
2. Enhance neighborhoods within the Mile Square.
3. Continue to enhance Uptown.
4. Promote new areas for light industrial and manufacturing, research and development, and office space.
5. Support the redevelopment of commercial areas along Locust Street.
6. Redevelop the U.S. 27 North corridor in a planned coordinated manner.
7. Preserve open space and farmland, and expand existing open space areas.
 L.U. 7.6 Implement alternative cluster style subdivision development to encourage preservation of natural areas and farmlands as areas are developed
 L.U. 7.8 Connect open and natural areas when possible
8. Expand urban green space.
 L.U. 8.2 Require trees and landscaping in future subdivision and commercial properties

- L.U. 8.3 Beautify major corridors
- 9. Create new residential areas with traditional neighborhood qualities.
 - L.U. 9.1 Require all new subdivisions to complete a master plan, with an emphasis on protecting natural areas, and creating new parks and open spaces
 - L.U. 9.2 Consider permitting small-scale neighborhood commercial services as part of large-scale master plan development
 - L.U. 9.3 Create standards that require high quality pedestrian streets with sidewalks, street trees, adequate lighting, and tree lawns in newly developed residential areas
 - L.U. 9.4 Create standards, or modify existing standards, to allow for a mix of housing types within neighborhood
 - L.U. 9.5 Encourage connections among neighborhoods via roads, sidewalks and multi-use paths.
- 10. Be a leader in environmental stewardship.

URBAN DESIGN: Honor and preserve the historic character and quality of Oxford while embracing high quality, which compliments existing developments.

Objective

- 1. Enhance the beauty and character of Oxford.
 - U.D. 1.6 Promote walkability and connectivity in new development
- 2. Continue to preserve the local rural heritage.
 - U.D. 6.1 Preserve the scenic quality of the rural landscape by defining the edge of the community

TRANSPORTATION: A quality, accessible transportation system with alternative forms of transportation for a diverse population, improved infrastructure, adequate parking, bikeways, and efficient traffic management.

Objective

- 1. Facilitate the flow of traffic in and around the City.
 - T 1.3. Require new large-scale developments to pay for independent traffic impact studies
 - T 1.6. Improve connectivity between areas within the City
- 2. Promote alternative modes of transportation.
 - T 2.4. Create connections between subdivisions and destinations to improve mobility, promoting a wider pedestrian and bicycle network throughout Oxford

SUBDIVISION REGULATIONS

1101.03 JURISDICTION AND PROCEDURE

- (a) No person being the owner, agent or person having control of any land within the City shall subdivide such land into lots unless by a plat, in accordance with the regulations contained herein.
- (b) The design and layout of all subdivisions shall conform with the requirements of Section 1101.05. The subdivision shall submit a preliminary plan for the entire subdivision and final plat, for each section, in accordance with the specifications of Section 1101.04.

1101.04(a) DATA REQUIRED UPON PRELIMINARY PLANS, FINAL PLATS AND ENGINEERING DRAWINGS

- (a) Preliminary Plan Whenever any person desires to subdivide land into lots, ten copies of the preliminary sketch plan are submitted to the Planning Commission before submission of the final

plan. Plats containing less than three lots are exempted from the provisions of this section. The preliminary plan shall show:

- (1) Vicinity sketch showing general location in the City.
- (2) The location of present property and section lines, streets, buildings, lakes, watercourses.
- (3) Size and tract in square feet and acres and boundary lines.
- (4) Any existing water mains, culverts, sewer lines and streets within the tract or immediate adjacent thereto. The location and size of the nearest water main and sewer line are to be indicated in a general way upon the plat.
- (5) The proposed location and width of streets, alleys, lots, buildings and setback lines and easements.
- (6) The title under which the proposed subdivision is to be recorded and the name of the subdivider and owner if other than the subdivider platting the tract.
- (7) The names and boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels of unsubdivided land.
- (8) North point, scale and date.
- (9) Contours with intervals of five feet or less referred to U.S.G. S. datum and obtained from a field survey.
- (10) Name and seal of the Registered Engineer who prepared the plan.
- (11) The plan should evaluate existing watercourses, channels, storm sewers, culverts and proposed improvements pertaining to drainage and flood control in regard to their ability to handle the anticipated greater volume of run-off and peak flows.

ANNEXATION AGREEMENT

The owners and the City entered into an annexation agreement to outline expectations and responsibilities of each party. Those responsibilities are expected to be fulfilled by subsequent developer(s). Several key features from this agreement are provided and are the basis of some of the staff analysis for the Commission's consideration. The entire Agreement is also attached for your reference.

- (1) The City agrees to annex the property into the City.
- (2) The zoning application for this property will seek to rezone the Property to R1B.
- (3) The City agrees to make municipal water service available to the Property for future development. The cost to connect to the existing nearest municipal water service to the Property will be the City's responsibility. The owners shall pay for the running of any lateral.
- (4) The Owner shall extend the municipal water line serving the property to the west property line to allow the future extension of the municipal water service to the adjoining property at the earlier of any development of the Owners property that encompass forty percent (40%) or more of the area of the Property, or at the time of a Phase II development.
- (5) The Owner shall extend the municipal sanitary sewer line servicing the Property to the west property line to allow the future extension of the municipal sanitary sewer service to the adjoining properties at the earlier of any development of the Owners' property that encompasses forty percent (40%) or more of the area of the Property or at the time of a Phase II development.
- (6) The Owner shall conduct a traffic impact study for the development of the Property prior to submitting any subdivision request to the Oxford Planning Commission for review. The Owners are responsible for the signalization of the entrance/entrances as determined by the Service Director, based on the traffic impact study for the development of the Property.
- (7) It is the owners' responsibility to ensure the drainage easement at the Property serving the adjoining property to the west be maintained and respected.

- (8) The Owners agree to dedicate sufficient right-of-way to construct an acceleration/deceleration lane at Fairfield Road and Contreras Road entrances to the Properties.
- (9) The Owners are required to dedicate a bike trail/path through this property to connect Fairfield Road to Contreras Road. The land dedicated for the bike trail/path right of way shall be a minimum of 20 feet with pavement width being 10'. Said right-of-way shall be located on the 20 feet immediately adjacent to the west property line of the Property.

SITE HISTORY

July 1998	The City entered into an agreement with the Owners for the use of their land in connection with the development of the Knolls of Oxford.
August 2006	An Annexation petition was filed by the Applicant, on behalf of the Owners, requesting the property be annexed into the City.
July 2007	An Annexation agreement was entered between the City and the Owners.
August 2007	A Roadway Agreement was executed between the City and the Butler County Engineering Office
March 2008	An Annexation petition requesting the property to be annexed into the City was granted.
October 2008	A Zoning Change request was granted from the County's Agricultural Zone to R1B District

AGENCY COMMENTS

Requests for comment were sent to the Police, Fire and Engineering office. The returned comments are attached for your consideration.

ANALYSIS

The revised layout is different from the original submission before the Planning Commission in December, 2008. The Applicant was also given the opportunity to present a revised site layout during the January Planning Commission meeting. The revised layout seems to address many concerns the Commission had. Therefore, the Applicant brought back the revised plan for Planning Commission's formal consideration.

The revision shows the subdivision plan occupying the northern section of this newly annexed area. The following analysis is the review comments based on the revised layout as attached to this updated staff report.

The site is being proposed to utilize the open space cluster development regulations to provide a minimum of 20% of total area for open space. The acreage of set aside open space is approximately 6.62 acres. The revised site is about 32.1 acre of land and shows to have 77 single-home sites.

SUBDIVISION REGULATIONS: Issues that are identified by Staff, based on the Oxford Subdivision Regulations are outlined below for the Planning Commission to consider ~~and to request the Applicant provide further clarifications:~~

~~1101.04(a)(4)—Size and tract in square feet and acres and boundary lines~~

~~**Staff Analysis:** It would appear that most of the lots meet the minimum requirement of the underlying zoning district. However, Lot #1, Lot #17, Lot #20, Lot #27, Lot #41, Lot #44, Lot #58 and Lot #59 do not meet the minimum lot width. Furthermore, it would appear that all the lots meet the minimum lot size requirement, even though there is no square footage information shown on the submittal.~~

1101.04 (a)(11) The plan should evaluate existing watercourses, channels, storm sewers, culverts and proposed improvements pertaining to drainage and flood control in regard to their ability to handle the anticipated greater volume of run-off and peak flows.

Staff Analysis: *The revised site plan outlines an area for storm water retention purpose, approximately 3.47 acre in size. Additionally, the existing watercourse from the adjoining property to the west has been extended and incorporated as part of the open space to discharge into the above mentioned pond area. The revised site plan indicates that a Homeowner's Association be created for the maintenance of the drainage easements, the open space and retention pond. Staff is unclear whether the open space/retention could satisfy the additional surface runoff from this development, along with the perpetual drainage easement obtained by owners to the property immediately to the west of this tract of land. It is critical that there is some assurance from the Engineering Office as well as the Project Engineer that this matter would be satisfied.*

11101.05(c) (1) No block shall be longer than 1,200 feet. Where blocks are over 1,000 feet in length, a public walkway which traverse the block may be required to be dedicated and installed by the subdivider. The easement for such traverse walks shall be at least ten feet in width and any paved walking surface shall conform with City Standards.

Staff Analysis: *The middle block in this subdivision is over 1,300 feet and needs to provide a minimum 40' wide dedicated public walkway. A sidewalk is only provided on one side of the proposed connecting roadway with 8' path.*

1101.05 (d)(2) All side lines of lots shall be at right angles to straight street lines, and radial to curved street lines except where a variation to this rule will provide a better street and lot layout. Lots having sides should avoid having street frontage on front and rear.

Staff Analysis: *Based on the submittal, there are about 42 lots that have street frontage on front and rear. The application does provide some remedies to minimize this issue by proposing mounding/landscaping along the rear of these lots. Additionally, there are four (4) lots having three street frontages. It is unclear whether proposed open spaces #2 and #3 is encumbered by each individual lot or is considered as a stand-alone parcel. There would be no double frontage issue if open spaces #2 and #3 were stand-alone parcels.*

1101.05(d)(5) When necessary, easements of at least ten feet in width shall be provided on each side of all real lot lines and along side lot lines for poles, wires, conduits, storm and sanitary sewers, gas, water or other utilities or where both water and sewer lines are located in the same easement. The total minimum width of all other utility easements shall be twenty feet.

Staff Analysis: *The utility easements are to be 20' in width. Several sanitary easements shown on the plan only are 10' in width. Additionally, Lot #18, Lot #19, Lot #42, Lot #43 do not have 20' easements to the west of the property. The revised layout shows a combined easement to be 20' in the rear of proposed lots. However, there is an inconsistency between the utility easement in front of each lot. Some has 20' and most of the proposed lots have a 10' utility easement.*

1101.05(b) *Street Classification. The classification of all proposed streets shall be determined by the Planning Commission and shall conform to the official City Major Street Plan. The proposed use of the street type of traffic and future traffic volume shall also be considered in determining the classification of a street.*

Street Classification

- (1) Major streets
- (2) Collector streets
- (3) Local streets
- (4) Cul-de-sacs

The revised plan shows that all main roads to be 66' in right-of-way width. All local streets have the right-of-way width to be 50 feet.

Staff Analysis. *All local streets are required to have a 60' right-of-way width. A typical section is incorporated in the Subdivision Regulations by reference as part of the standards, Chapter 1101.05(h). Additionally, the Applicant only proposed to build sidewalk on one side of all the local streets.*

~~The plan does not show any sidewalk along Fairfield Road or Contreras Road in front of this subdivision project.~~ Furthermore, a temporary turn-around would be needed at the terminus of the two streets connecting to the property to the west in the future.

ANNEXATION AGREEMENT REQUIREMENTS: Several issues that were agreed to in the Annexation agreement that are not shown on this application and require the Planning Commission's consideration when deliberating its recommendations are:

- A. Traffic Impact Study: The agreement stipulates that a traffic impact study shall be conducted prior to submitting any subdivision request to the Planning Commission for review. No traffic study was completed to be reviewed by the Service Director. A copy of the traffic impact study was forwarded to the Engineering Office since December, 2008. No response has been provided has been received.
- B. Acceleration/deceleration lanes at Fairfield and Contreras Road entrances. The application does not show any dedication of sufficient right-of-way to construct an acceleration/deceleration lane to the property.
- C. Bike trail/path: A bike trail/path through this property to connect Fairfield Road to Contreras Road. The land dedicated for the bike trail/path right-of-way shall have a minimum width of 20 feet, with pavement being 10 feet in width. This shall be located twenty (20) feet immediately adjacent to the west property line.
- D. The drainage easement at the property serving the adjoining property to the west shall be maintained and respected.

Staff Summary: *The revised plan shows the layout utilizing the open space cluster development pattern as outlined in Chapter 1101.07.. There are five (5) open space areas designed in the plan. The size of these open space areas range from 0.07 acres to 3.47 acres. However, the smallest open space does not meet the minimum area size (50' by 50') for open space purposes. The proposed layout still meets the requirement of 20% of the site for open space purposes.*

There are not many setbacks stipulated within the Open Space Cluster Development, other than distancing between proposed buildings, as well as the minimum front setback. It appears that each proposed lot would have sufficient space to house a decent sized home.

The Annexation Agreement requires for the path to be located on the western side of the track with a minimum 20' wide and 10' pavement width. The revised plan shows a 20' path partially on the eastern side of the property line. This 20' does not extend to the full length of this annexed area. Furthermore, the width of the proposed multi-use path is only 8' wide.

The local streets are to be 50' in width (right-of-way) which is less than the standard width. There are instances that such narrow streets may create safety concern. Additionally, a sidewalk is only proposed on one side of the street throughout this subdivision submission.

The plan also shows several connecting sidewalks from the residential portion to the multi-path to allow future residents to take advantage of the multi-path. The Applicant also indicated that additional right-of-way would be dedicated along Fairfield and Contreras Roads from the current 33' to 40' to the centerline.

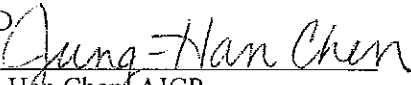
It would appear that the revised site plan is nearly identical to the concept plan that was presented to the Planning Commission during the January meeting. Several modifications need pointed out to be deliberated by the Commission: the right-of-way widths of the local streets, that the additional open space will be maintained by the Homeowner's Association. The issue of a multi-purpose path is also an issue that needs to be discussed. The creation and covenants of the future Homeowner's Association must be reviewed and approved by City Legal Counsel.

RECOMMENDATION

It is encouraging that the Applicant is utilizing the Open Space Cluster Development regulations for this subdivision. However, the issue of sidewalks, the location and the width of the multi-use path, the right-of-way width for local streets need addressed.

SUBMITTED

BY:


Jung-Han Chen, AICP
Community Development Director

DATE: January 29, 2009

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 1/30/2009

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

Description:

PC-27-2008

PRELIMINARY SUBDIVISION, Myers Subdivision, to divide 31.09 acres into 72 lots in an R1B (Single-family medium density residential) district located between Contreras and Fairfield Roads, **Tim Myers, Applicant (Tabled)**

☒ Review ☐ Revisions ☐ Other

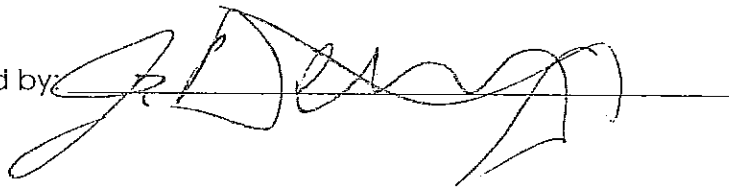
Comments or status update requested by: Lynn Taylor

Please return no later than: **2/5/2009** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

These are revised plans

Drawings reviewed by:



City of Oxford
Inter-Office Review Transmittal Sheet

Date: 11/17/2008

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

Description:

PC-27-2008

PRELIMINARY SUBDIVISION, Myers Subdivision, to divide 31.09 acres into 72 lots in an R1B (Single-family medium density residential) district located between Contreras and Fairfield Roads, **Tim Myers, Applicant**

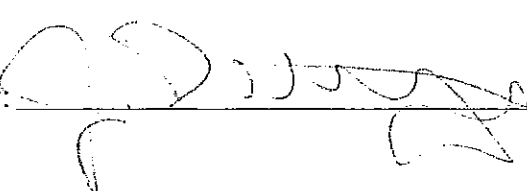
☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **12/2/2008** 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: 

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 1/30/2009

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

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☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **2/5/2009** 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 2-4-09

✓ These are revised plans

Drawings reviewed by: A. P. [Signature]



Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: Case # PC-27-2008
Myers Subdivision

DATE: February 4, 2009

Below are the Engineering Division's comments on the submitted Preliminary Plan dated January 23, 2009.

- All water mains shall be located under the roadway pavements. Reference is made to Standard Drawing #1, Utility Typical Section, copy attached.
- Consider looping the water mains in the two (2) cul-de-sacs, and the east - west street just west of the detention pond.
- All "Local Streets" require a 60' right-of-way. Refer to the attached standard drawing.
- The street connecting Fairfield Road with Contreras Road is classified as a "Collector Street". Refer to the attached standard drawing, specifically the width of pavement.
- The cul-de-sacs must meet City design standards. Refer to the attached standard drawing, specifically the cul-de-sac radius.
- Are acceleration/deceleration lanes proposed for the subdivision's entrance from Contreras Road and Fairfield Road? Please note that the posted speed limit on Fairfield Road is 45 MPH.

- Note should be taken of the existing perpetual drainage easement that transverses the proposed development from west to east. The easement is for field tiles that serve to carry surface water across the proposed development. The proposed subdivision shall not negatively impact the integrity of the drainage.
- A storm sewer is proposed between Lots 1 & 2. The plan shows this storm discharging into the perpetual drainage easement. Is there another pond proposed for the discharge area?
- A culvert is proposed to connect the perpetual drainage area and the proposed pond, northeast corner of the property. What does this culvert serve? Is the culvert carrying the water that is being discharged from the storm sewer that runs between Lots 1 & 2?

If there are questions, please contact the Engineering Division at 513-524-5208.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 11/17/2008

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

Description:

PC-27-2008 **PRELIMINARY SUBDIVISION**, Myers Subdivision, to divide 31.09 acres into 72 lots in an R1B (Single-family medium density residential) district located between Contreras and Fairfield Roads, **Tim Myers, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

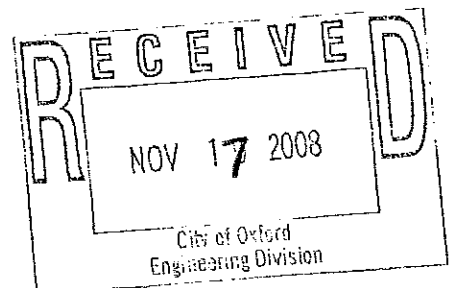
Please return no later than: **12/2/2008** Note: If no comments are received, we will assume the project meets your department's standards.

.....
Drawings are returned: w/comments without/comments

SEE MEMO DATED 11-21-08.

Drawings reviewed by:

A. Popper *11-21-08*





Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

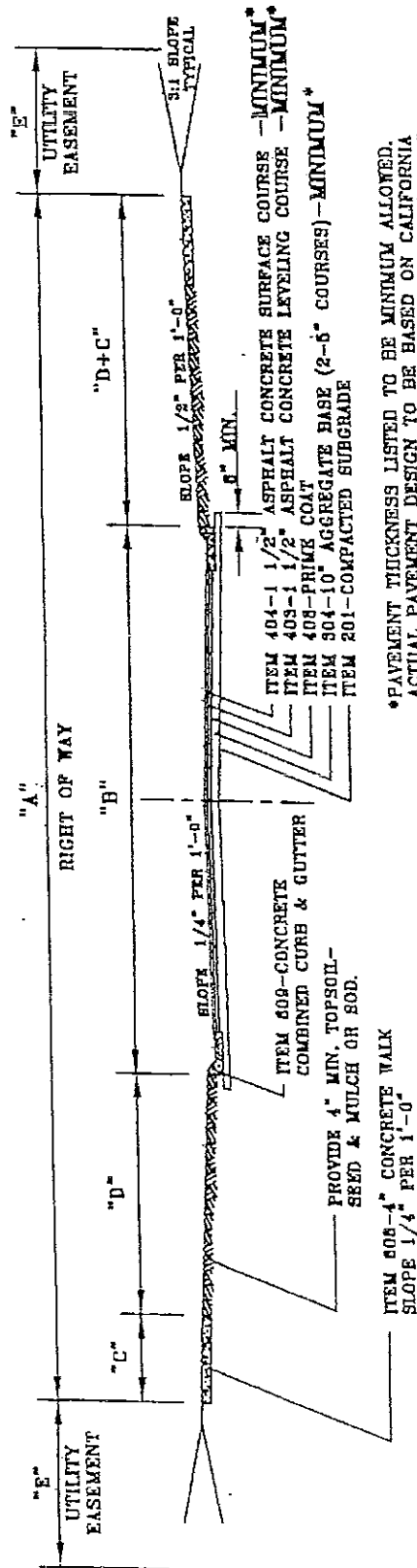
FROM: Victor Popescu, P.E.
City Engineer

RE: Case # PC-27-2008
Myers Subdivision

DATE: November 21, 2008

Below are the Engineering Division's comments on the submitted Preliminary Plan dated October 23, 2008.

- All "Local Streets" require a 60' right-of-way. Refer to the attached standard drawing.
- All utility easement are to be 20' in width.
- The cul-de-sacs must meet City design standards. Refer to the attached standard drawing.
- What is the width of the bike path?
- Are acceleration/deceleration lanes proposed for the subdivision's entrance from Contreras Road and Fairfield Road?



*PAVEMENT THICKNESS LISTED TO BE MINIMUM ALLOWED. ACTUAL PAVEMENT DESIGN TO BE BASED ON CALIFORNIA BEARING RATIO (CBR) VALUE OF SOIL IN THE IMMEDIATE DEVELOPMENT AREA. A MINIMUM OF ONE SOIL BORING SHALL BE TAKEN FOR EVERY 1000' OF ROADWAY IN THE SOIL MATERIAL THAT IS REPRESENTATIVE OF THE STREET SUBGRADE.

SUB GRADE SHALL BE PREPARED IN ACCORDANCE WITH ITEM 203 OF THE MOST CURRENT EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION MATERIAL AND SPECIFICATIONS MANUAL.

BEFORE THE PLACEMENT OF ASPHALT COURSES, THE BASE COURSE SHALL BE PROOF ROLLED UNDER THE PRESENCE AND SUPERVISION OF THE CITY OF OXFORD IN ACCORDANCE WITH ITEM 304 OF THE MOST CURRENT EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION MATERIAL AND SPECIFICATIONS MANUAL. IF ASPHALT COURSES ARE INSTALLED WITHOUT PROOF ROLLING IN THE PRESENCE OF A CITY INSPECTOR, THE STREET WILL NOT BE ACCEPTED BY THE CITY.

MINIMUM

A	60'
B	35'
C	5'
D	5'
D&C	10'
E	10'

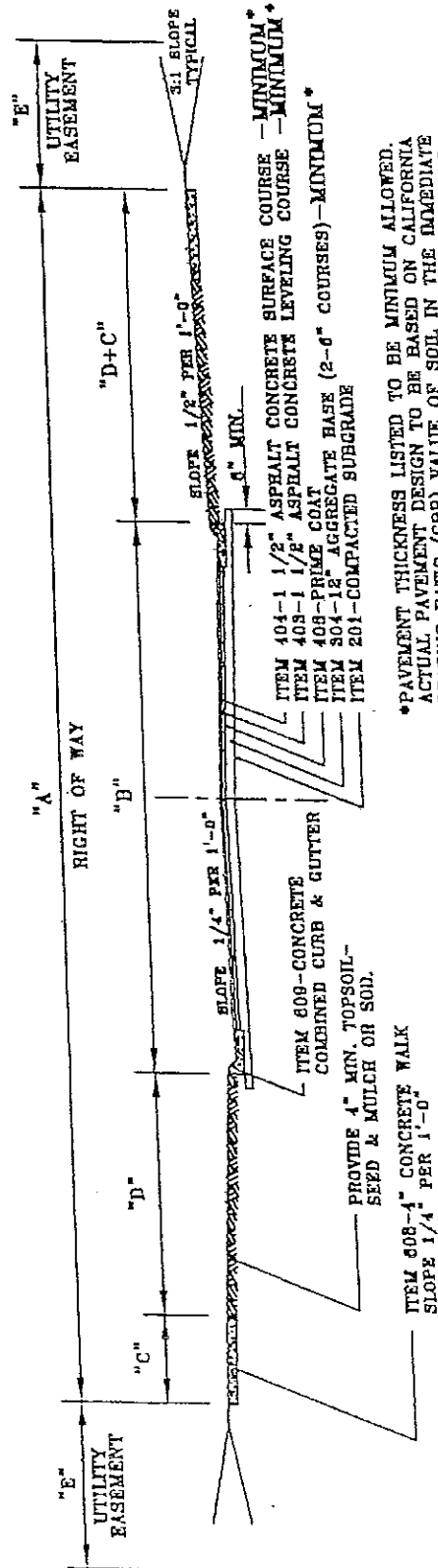
REQUIRED
STANDARD DIMENSIONS

*SUBDIVISIONS/PUD'S WITH PRELIMINARY APPROVAL PRIOR TO MARCH OF 1987 ARE SUBJECT TO STANDARDS IN EFFECT AT THE TIME OF APPROVAL.

City of Oxford
Engineering Department

LOCAL STREET
TYPICAL SECTION

STANDARD DRAWING #3



*PAVEMENT THICKNESS LISTED TO BE MINIMUM ALLOWED. ACTUAL PAVEMENT DESIGN TO BE BASED ON CALIFORNIA BEARING RATIO (CBR) VALUE OF SOIL IN THE IMMEDIATE DEVELOPMENT AREA. A MINIMUM OF ONE SOIL BORING SHALL BE TAKEN FOR EVERY 1000' OF ROADWAY IN THE SOIL MATERIAL THAT IS REPRESENTATIVE OF THE STREET SUBGRADE.

SUB GRADE SHALL BE PREPARED IN ACCORDANCE WITH ITEM 209 OF THE MOST CURRENT EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION MATERIAL AND SPECIFICATIONS MANUAL.

BEFORE THE PLACEMENT OF ASPHALT COURSES, THE BASE COURSE SHALL BE PROOF ROLLED UNDER THE PRESENCE AND SUPERVISION OF THE CITY OF OXFORD IN ACCORDANCE WITH ITEM 304 OF THE MOST CURRENT EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION MATERIAL AND SPECIFICATIONS MANUAL. IF ASPHALT COURSES ARE INSTALLED WITHOUT PROOF ROLLING IN THE PRESENCE OF A CITY INSPECTOR, THE STREET WILL NOT BE ACCEPTED BY THE CITY.

MINIMUM	
A	66'
B	41'
C	5'
D	7.5'
D+C	12.5'
E	10'

REQUIRED STANDARD DIMENSIONS

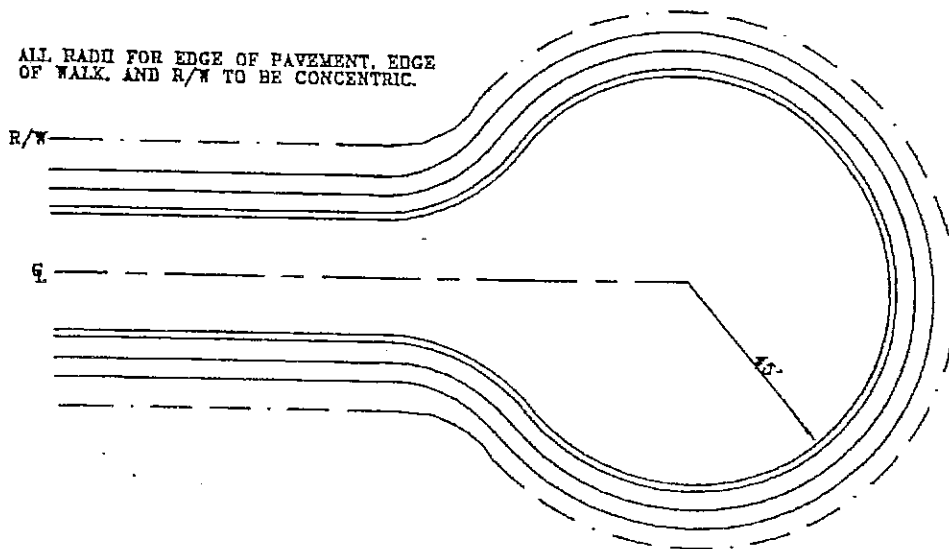
*SUBDIVISIONS/PUD'S WITH PRELIMINARY APPROVAL PRIOR TO MARCH OF 1987 ARE SUBJECT TO STANDARDS IN EFFECT AT THE TIME OF APPROVAL.

City of Oxford
Engineering Department

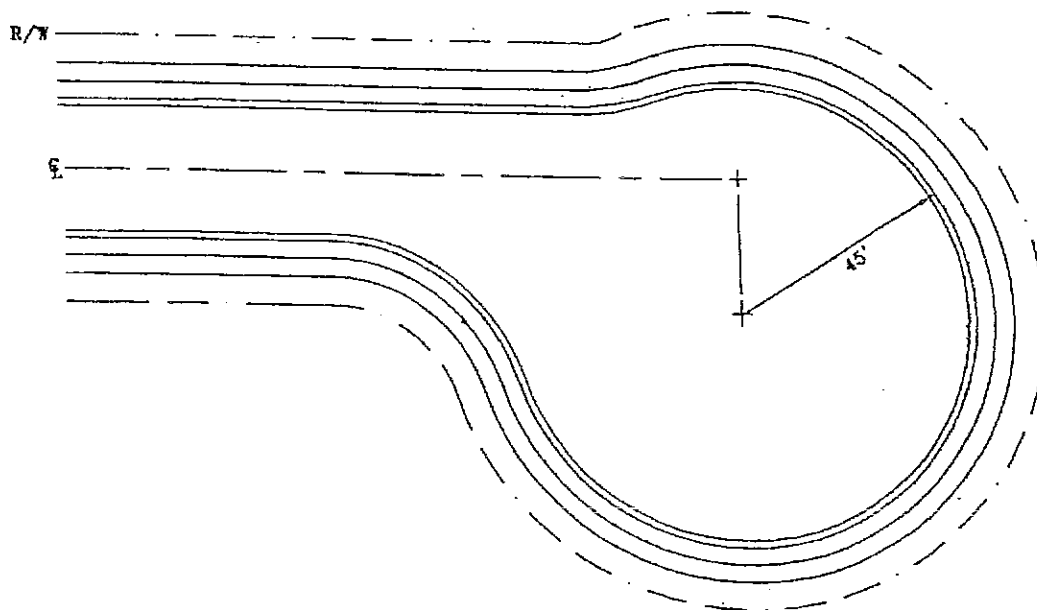
COLLECTOR STREET TYPICAL SECTION

STANDARD DRAWING #4

ALL RADII FOR EDGE OF PAVEMENT, EDGE
OF WALK, AND R/W TO BE CONCENTRIC.



ALL RADII FOR EDGE OF PAVEMENT, EDGE
OF WALK, AND R/W TO BE CONCENTRIC.



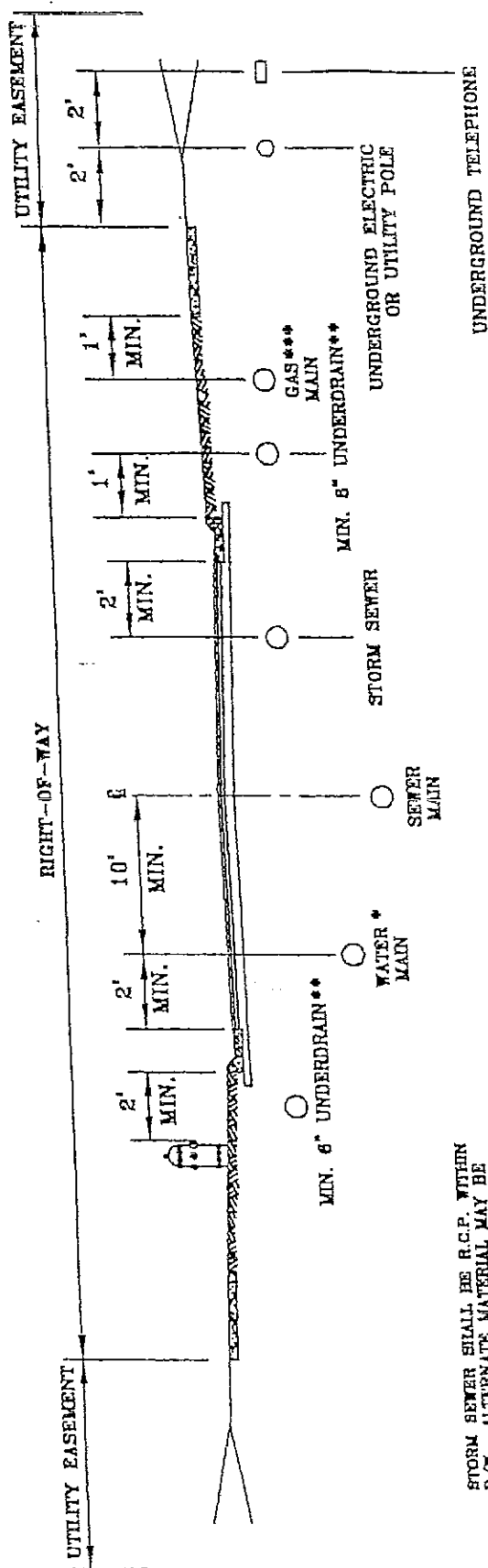
MAXIMUM CUL-DE-SAC LENGTH SHALL BE 600'

City of Oxford
Engineering Department

TYPICAL CUL-DE-SAC
DETAILS

STANDARD DRAWING # 8

1998 Replacement



STORM SEWER SHALL BE R.C.P. WITHIN R/W. ALTERNATE MATERIAL MAY BE USED OUTSIDE OF R/W AS APPROVED BY CITY ENGINEER.

* CAN BE LOCATED ON EITHER SIDE OF STREET AND MAINTAINED ON THE SELECTED SIDE FOR THE ENTIRE DEVELOPMENT IF POSSIBLE.

** UNDER DRAIN TO BE USED FOR DOWN SPOUT, SUMP PUMP, & FOOTER DRAIN TIE-INS

*** GAS MAIN CAN BE LOCATED ON EITHER SIDE OF STREET

UTILITY	MINIMUM COVER
STORM DRAIN & CROSS DRAIN (MIN. 15" R.C.P.)	2'-0"
GAS MAIN	2'-0"
UNDERGROUND ELECTRIC & TELEPHONE CONDUITS	2'-8"
WATER MAIN	4'-0"
SEWER MAIN	4'-0"
6" UNDERDRAIN	2'-0"

City of Oxford
Engineering Department

UTILITY
TYPICAL SECTION

STANDARD DRA #1

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 1/30/2009

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

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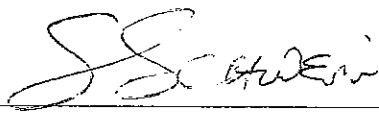
☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **2/5/2009** Note: If no comments are received, we will assume the project meets your department's standards.

.....
Drawings are returned: w/comments without/comments

These are revised plans

Drawings reviewed by: 

My only concern is street width so that we don't end up w/another Kelly Drive.

My only concern is street width so that we don't end up with another Kelly Drive.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 11/17/2008

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

Description:

PC-27-2008 **PRELIMINARY SUBDIVISION**, Myers Subdivision, to divide 31.09 acres into 72 lots in an R1B (Single-family medium density residential) district located between Contreras and Fairfield Roads, **Tim Myers, Applicant**

☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **12/2/2008** 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: S. Selinger

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 1/30/2009

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

Drawings are being submitted to you for the following:

Case #: PC-27-2008

Description:

PC-27-2008 **PRELIMINARY SUBDIVISION**, Myers Subdivision, to divide 31.09 acres into 72 lots in an R1B (Single-family medium density residential) district located between Contreras and Fairfield Roads, **Tim Myers, Applicant (Tabled)**

 X Review Revisions Other

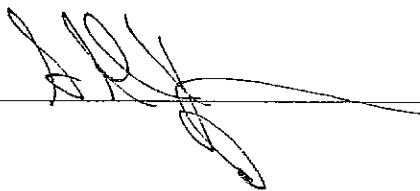
Comments or status update requested by: Lynn Taylor

Please return no later than: **2/5/2009** Note: If no comments are received, we will assume the project meets your department's standards.

.....

Drawings are returned: w/comments without/comments

These are revised plans

Drawings reviewed by: 



Oxford Planning Commission
Case # PC-27-2008
Case # PC-28-2008

12-1-2008

Economic Development review comments.

My comments pertain to the overall development of the Paulin property verses the two individual proposals being presented. Each project individually can be an asset to the community, especially the Villas of Oxford which will provide housing for "empty nesters".

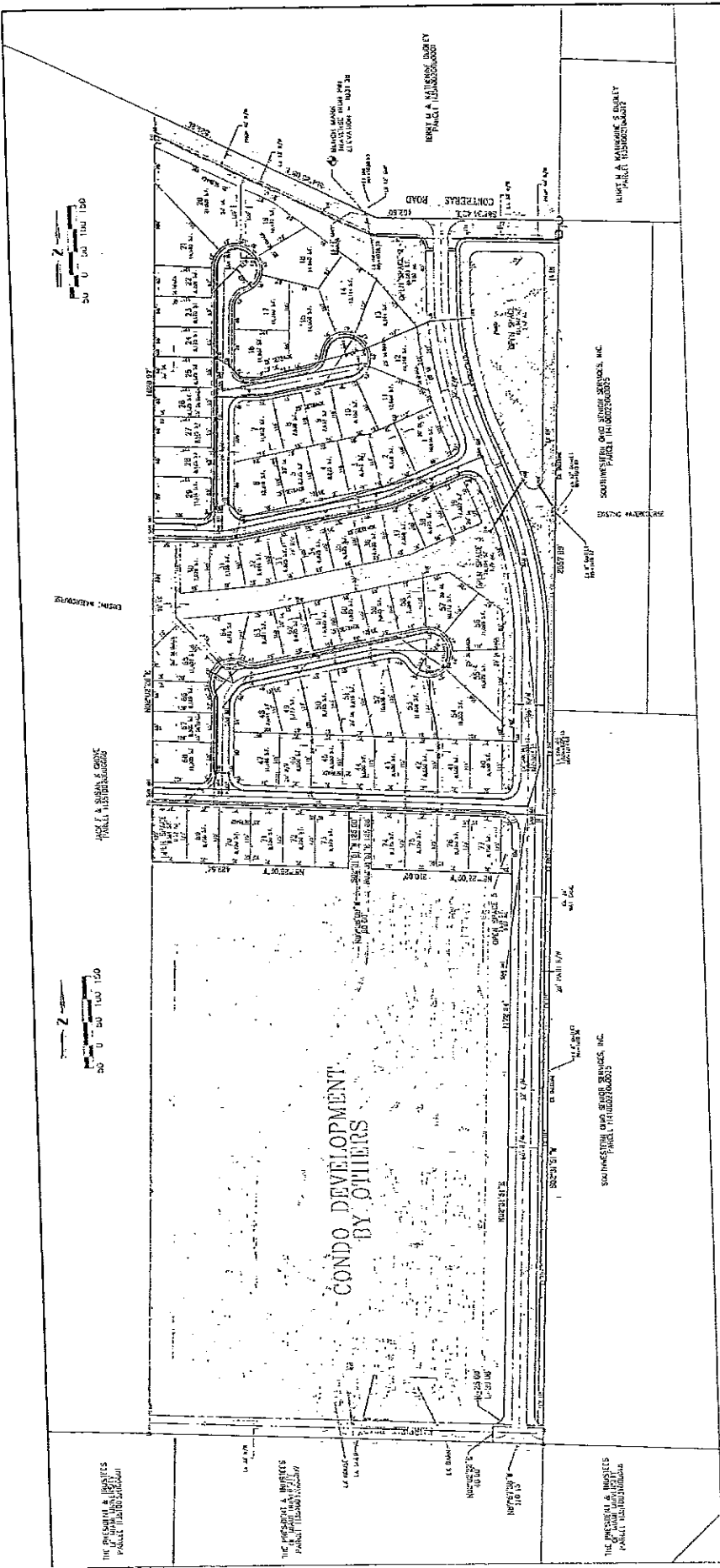
From an Economic Development perspective I am concerned with the manner in which the agreed upon Multi-Use Path is being implemented. The annexation agreement required a 20' easement with 10' wide multi-use path on the edge of the property. It appears the multi-use path being provided is a "share the road" arrangement.

This is an economic development issue for two reasons.

- The first is the communities which have an off the road network of multi-use paths have a great deal use by individuals coming in for the day to use the system. This creates a ripple effect in people eating and shopping in town.
- The second reason is a network of independent multi-use paths increases the quality of life for the community. As quality of life factors increase in a community, the community becomes more attractive for families and businesses to locate.

The goal of the OAT's (Oxford Area Trails) is to have an off road multi-use path surrounding and connecting the city. I encourage the Planning Commission to continue to support the OAT's plan.

Alan Kyger
Economic Development



DEVELOPER
SOUTHWESTERN OIL FIELD SERVICES, INC.
14000 WEST 10TH AVENUE
DENVER, CO 80231
(303) 554-7100

PRELIMINARY PLAT
MAYERS SUBDIVISION
31.12 AC. TRACT
SECTION 20, TOWN 5, RANGE 1
OXFORD TOWNSHIP, BUTLER CO., OHIO

SUBDIVISION SITE INFORMATION

1. ALL LOTS TO HAVE 5 PRIVATE DRIVEWAYS ALONG LOT LINES.
2. DRIVEWAYS ASSIGNED TO EACH LOT TO BE DETERMINED BY SURVEYOR.
3. DRIVEWAYS TO BE 10 FEET WIDE AND 10 FEET DEEP.
4. DRIVEWAYS TO BE 10 FEET WIDE AND 10 FEET DEEP.

NOTES:
1. ALL LOTS TO HAVE 5 PRIVATE DRIVEWAYS ALONG LOT LINES.
2. DRIVEWAYS ASSIGNED TO EACH LOT TO BE DETERMINED BY SURVEYOR.
3. DRIVEWAYS TO BE 10 FEET WIDE AND 10 FEET DEEP.
4. DRIVEWAYS TO BE 10 FEET WIDE AND 10 FEET DEEP.

VICINITY MAP
NOT TO SCALE

APEX
ENGINEERING & SURVEYING, INC.
14000 WEST 10TH AVENUE
DENVER, CO 80231
(303) 554-7100

EPCON COMMUNITIES
OF OXFORD

SITE LOCATION
Section 20, Town 5, Range 1
Butler, C

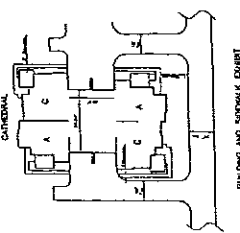
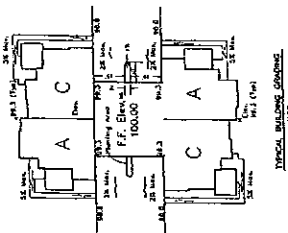
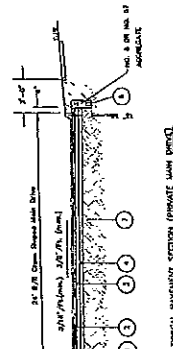
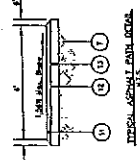
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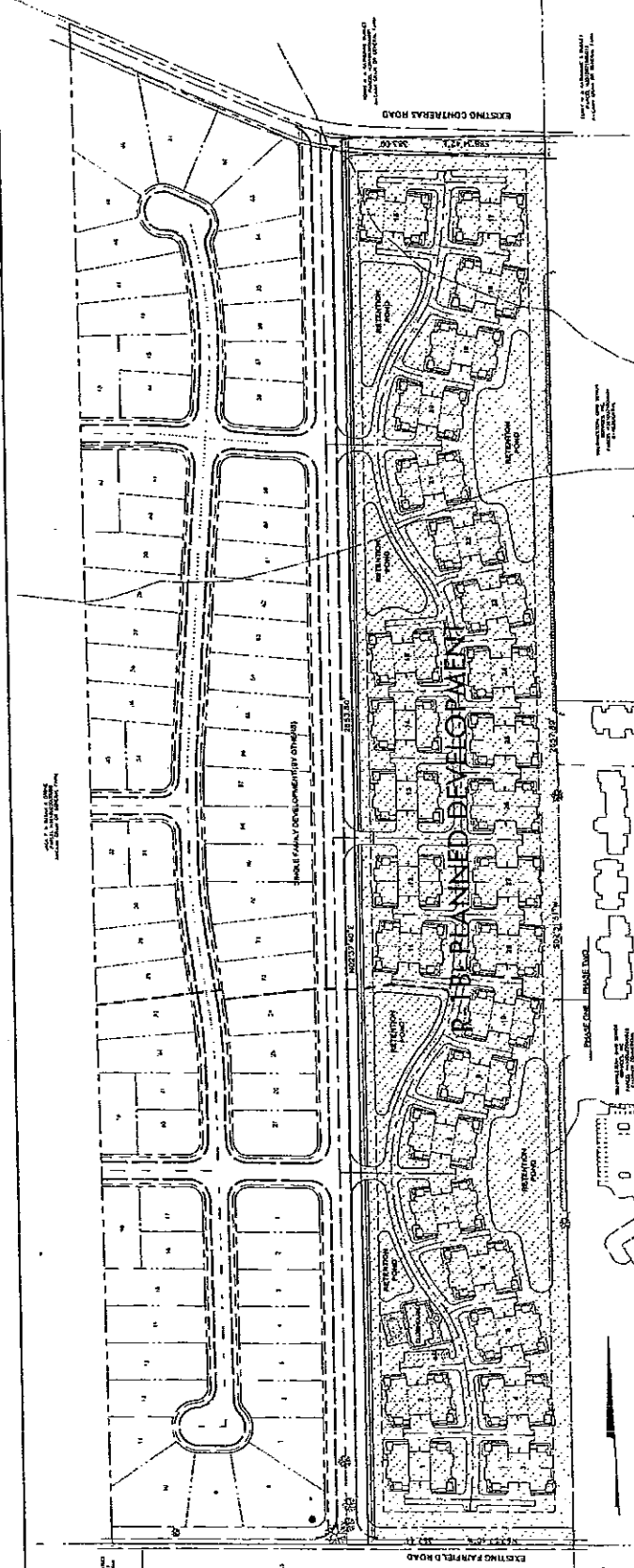


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Overall Plan and Zoning Designation



ORDINANCE NO. 3013

AN ORDINANCE ACCEPTING THE PLANNING COMMISSION'S RECOMMENDATION AND GRANTING A ZONING MAP AMENDMENT FOR 54.577 ACRES OF LAND ABUTTING FAIRFIELD AND CONTRERAS ROADS, OXFORD, OHIO AND REZONING THE PROPERTY FROM AGRICULTURAL (COUNTY) TO R1B (SINGLE-FAMILY MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT.

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

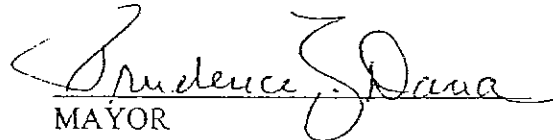
SECTION 1: Council finds in accordance with Section 1125.01 of the Codified Ordinances of the City of Oxford, the Oxford Planning Commission held a public hearing on August 12, 2008, at 7:30 p.m., on the applicant's, Harry Paulin, Tim Myers, agent, application for a Zoning Map Amendment for 54.577 acres of land abutting Fairfield and Contreras Roads attached hereto and incorporated herein as Exhibit "A" and requesting the rezoning of the property from Agricultural (County) to R1B (Single-Family Medium Density Residential) Zoning District.

SECTION 2: The Oxford Planning Commission, after due deliberation, recommended granting the Zoning Map Amendment, and found that the proposed rezoning request was in keeping with the intended characteristics of the general vicinity of the property and was the most appropriate use of the property in question.

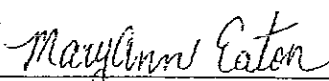
SECTION 3: Council hereby accepts the recommendation of the Oxford Planning Commission, and after due deliberation, finds for the granting of the Zoning Map Amendment, rezoning 54.577 acres of land abutting Fairfield and Contreras Roads attached hereto and incorporated herein as Exhibit "A" and rezoning the property from Agricultural (County) to R1B (Single-Family Medium Density Residential) Zoning District.

SECTION 4: Council hereby grants the rezoning request to the City of Oxford for the property as requested by the applicant, incorporating the application and documents submitted by the applicant as a term and condition of the granting of this rezoning request and orders that the official zoning map be amended.

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


MAYOR

ADOPTED: September 16, 2008

ATTEST: 
DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

ANNEXATION AGREEMENT

This Annexation Agreement is hereby entered into this 26th day of July, 2007, by and between the City of Oxford, Ohio, a municipal corporation, hereinafter referred to as "City", and Harry and Anna Belle Paulin, hereinafter referred to as "Owners".

WHEREAS, the Owners own property in Oxford Township (hereinafter referred to as "Property") and have filed the petition to have the Property annexed into the City and to receive municipal services for development purposes, and;

WHEREAS, the City has agreed to make municipal services available to the Property; and,

WHEREAS, the City desires to enter into an annexation agreement to outline the issues and concerns identified by the City to ensure these issues will be addressed appropriately when the Property is developed; and

WHEREAS, the Owners desire to formalize the understanding between parties with respect to the future development of the Property.

NOW, THEREFORE, to allow the Property to be annexed into the City and to be able to develop the Property in the future, the City and Owner hereby agree as follows:

1. The Owners have filed an annexation petition requesting that the Property be annexed into the City and the annexation proceeding is pending upon the execution of the Agreement. The Property is consisting of 54.577 acres and more particularly described on Exhibit A attached hereto. The said petition is attached hereinafter as Exhibit B.
2. The City has agreed to take those actions required to annex the Property at the earliest time practical after the execution of this Agreement.
3. The City agrees to accept an application to rezone the Property after the execution of this Agreement and to have the application heard by the Planning Commission at the first available date, even if prior to the completion of the annexation. The application will seek to rezone the Property to R1-B. The rezoning request will be heard by City Council. If the annexation has not yet been completed, Council will review the request to provide an advisory opinion. Council will consider the rezoning application request officially as soon as practical following annexation of the Property to the City.
4. The City has identified engineering issues with respect to the preliminary development concept of the Property as submitted and attached hereinafter, as Exhibit C. These comments are attached hereafter as Exhibit D. Furthermore, a copy of these comments was given to Mr. Timothy Myers, agent of the Owners in December 2006, and January 2007 respectively.

5. The City agrees to make municipal water service available to the Property for future development. The cost to connect to the existing nearest municipal water service to the Property will be the City's responsibility. The installation of said connection to the municipal water service shall conform to the specifications and standards of the City's ordinance and regulations existing at the time municipal water service is installed on the Property. The Owners shall pay for running any laterals or service lines from the tap-in on the Property.
6. The Owners shall extend the municipal water line servicing the Property to the west property line to allow the future extension of the municipal water service to the adjoining properties at the earlier of any development of the Owners property that encompasses forth percent (40%) or more of the area of the Property or at the time of a Phase II development.
7. The City also agrees to make municipal sanitary sewer service available to the Property for future development. The cost to connect the property to the municipal sanitary sewer service will be the City's responsibility. The installation of such connection to the municipal sanitary sewer service shall conform to the specifications and standards of the City's Ordinances and regulations as applicable. The Owners shall pay for the cost of extending sanitary lines upon Owner's property once the City gets it to the Property line.
8. The Owners shall extend the sanitary sewer line servicing the Property to the west property line to allow the future extension of the municipal sanitary sewer service to the adjoining properties at the earlier of any development of the Owners property that encompasses forth percent (40%) or more of the area of the Property or at the time of a Phase II development.
9. The Owners shall conduct a traffic impact study for the development of the Property prior to submitting any subdivision request to the Oxford Planning Commission for review. The Owners are responsible for the signalization of the entrance/entrances as determined by the Service Director, based on the traffic impact study for the development of the Property.
10. It is the Owners' responsibility to ensure the drainage easement at the Property serving the adjoining property to the west to be maintained and respected.
11. The Owners agree to dedicate sufficient right-of-way to construct an acceleration/deceleration lane at Fairfield Road and Contreras Road entrances to the Property when the subdivision is proposed. The City Engineer will determine the necessary right-of-way width. All roadway construction in and around the development of the Property shall meet the City of Oxford's specifications and at the Owners expense.

12. The Owners will provide the City Engineer a detailed plan how to handle additional storm water generated from the development for review. The City Engineer shall determine whether the proposed plan to handle additional storm water is satisfactorily meeting the standards and specifications of the City's Ordinances and regulations as applicable and advise the Owners of any deficiencies that need to be corrected prior to approving the proposed storm water-handling plan.
13. If the City fails to rezone the Property as requested here or otherwise agreed by the Owners within ninety (90) days after approval of the annexation (including any applicable mandatory waiting periods), the City agrees to cooperate with the Owner's and de-annex the Property as soon as possible.
14. The Owners shall construct a street built to City standards between Contreras Road and Fairfield Road at the earlier of any development of the Owners property that encompasses forty percent (40%) or more of the area of the Property or at the time of a Phase II development.
15. The Owners are required to dedicate a bike trail/path through this Property to connect Fairfield Road to Contreras Road. The land dedicated for the bike trail/path right of way shall have a minimum width of 20 feet, with the bike trail/path pavement being 10 feet in width. This right of way shall be located on the twenty (20) feet immediately adjacent to the west property line of the Property
16. All utility, roadways and traffic signal must be constructed in conformance to the City of Oxford's specifications.
17. Future development of the Property shall meet the minimum requirements as stipulated in the City of Oxford Planning and Zoning Code and other specifications and of the City's Ordinances and regulations, as the same may be amended.
18. This Agreement is intended to be severable. If part of the Agreement is deemed unenforceable, the remainder shall be enforced to the extent necessary to accomplish the goals of the Owners to develop the Property as requested or to de-annex the Property.
19. The Agreement is intended in part to fulfill City's obligation to provide water and sewer to Owners under a contract between the parties dated August 26, 1998. However, such former contract remains in full force and effect and shall be referred to in the case of any ambiguity in this Agreement or should the planned annexation not proceed or if the Property is de-annexed. At the completion of extending municipal water and sanitary services to the Property, the said contract will be considered fulfilled and nullified.

20. Any modifications to this Agreement shall require the approval of both parties and shall be in writing.
21. This Agreement shall be recorded in the Butler County Recorder's Office and the terms, conditions shall be binding upon the parties herein, and all successors and assigns, and these terms and conditions shall run with the land.
22. This Agreement shall be subject to the law of the State of Ohio. Any causes of action arising out of Agreement shall be heard in a court of competent jurisdiction in Butler County, Ohio. Any provision deemed unenforceable for any reason shall not invalidate the Agreement, the parties intending the Agreement to be interpreted without that provision.
23. This Agreement shall represent the full agreement between the parties and shall supersede any oral or written agreements, commitments or promises made prior to the date of this Agreement.

[Remainder of Page Intentionally Left Blank]

The Parties have signed and executed this Agreement on the date first written above.

CITY OF OXFORD

OWNER

By: Mike Dreisbach
Mike Dreisbach, Interim, City Manager

BY: Harry R. Paulin
Harry Ritter Paulin

By: Anna Belle Paulin
Anna Belle Paulin

STATE OF OHIO :

SS:

County of BUTLER

State of Ohio

SWORN TO BEFORE ME and the subscribed in my presence by the said
Michael Dreisbach, this 26th day of July, 2007



LEANN HENDRICKS
Notary Public, State of Ohio
My Commission Expires
January 25, 2011

Leann Hendricks

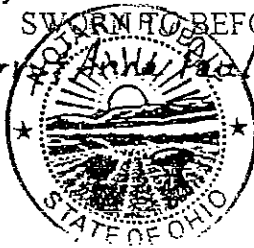
STATE OF OHIO :

SS:

County of BUTLER

State of Ohio

SWORN TO BEFORE ME and the subscribed in my presence by the said
Harry R. Paulin, this 26th day of July, 2007



LEANN HENDRICKS
Notary Public, State of Ohio
My Commission Expires
January 25, 2011

Leann Hendricks

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas Harry R. Paulin and Anna Belle Paulin are the owners of the East half of Lot numbered One (1) consisting of .55 acres and 1.78 acres located in part of Lot numbered Two (2) to the North thereof and adjacent thereto in Section Twenty (20), Town Five (5) North, Range (3) East of Oxford Township, Butler County, Ohio;

And, Whereas Mary Wolk has sold the adjacent land to the North and to the West thereof, the natural drainage of which transverses the aforesaid Paulin land;

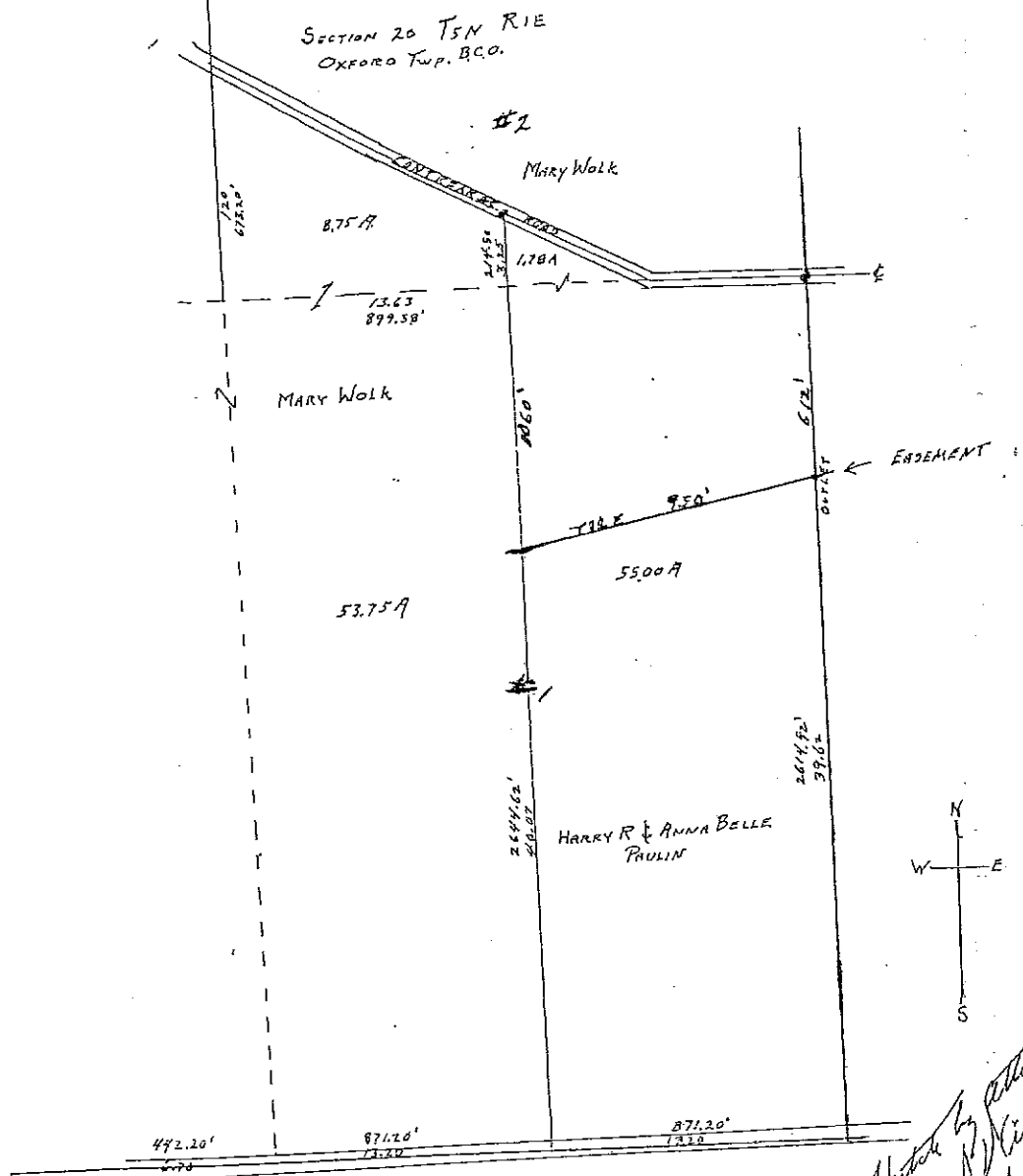
And, Whereas said Mary Wolk with the knowledge and consent of said Paulins has constructed a field drainage tile across the said Paulin property located as follows:

Beginning at a point in the North-South center line of Lot #1 located 1060 feet South of the intersection of said center line extended with the center line of the Contreras Road; thence in an Easterly direction following said tile drain for a distance of 950 feet to a point in the East line of said Lot #1 to its outlet, which outlet is located 612 feet South of the place where the East line of said Lot #1 intersects the center line of the Contreras Road.

Now, Therefore in consideration of One (\$1.00) Dollar and other good and valuable considerations paid to them by the said Mary Wolk; the receipt of which is hereby acknowledged, said Harry R. Paulin and Anna Belle Paulin do hereby GRANT, BARGAIN, SELL AND CONVEY to said Mary Wolk a perpetual easement over the property occupied by said drainage tile of suitable width for the use of said Mary Wolk, her heirs and assigns forever, to enter into the land of said Harry R. Paulin and Anna Belle Paulin, their heirs and assigns, for the maintenance and repair of said tile or drain should it ever cease to function in the future due to its stoppage or breakage at any time;

In further consideration for this easement the said Harry Paulin and Anna Belle Paulin, their heirs and assigns shall have the right to run collateral drain tiles into said main drain tile across the property above described.

And the said Mary Wolk, her heirs and assigns, shall not be responsible in damages to said Harry R. Paulin and Anna Belle Paulin, their heirs and assigns, in case their crops are tempor-



Sketch by Attorney
Charles A. Hillman
Oxford, Ohio

andly injured thereby although every care and precaution shall be exercised by said Mary Wolf, her heirs and assigns, not to create needless damage of any sort in entering upon the said Paulin property when repairing the tile or drain aforesaid.

IN WITNESS WHEREOF, the said Harry R. Paulin and Anna Belle Paulin have hereunto set their hands this 27 day of May, 1958.

In Presence of:

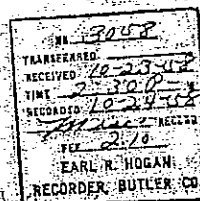
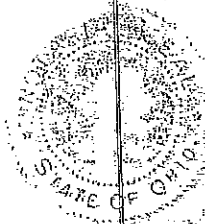
John W. Woodruff
John W. Woodruff

Harry R. Paulin
Harry R. Paulin
Anna Belle Paulin
Anna Belle Paulin

STATE OF OHIO)
) SS.
BUTLER COUNTY)

Be It Remembered that on this 27 day of May, 1958, before me, a Notary Public in and for the State and County aforesaid, personally appeared Harry R. Paulin and Anna Belle Paulin, the grantors herein, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



R. Fred Woodruff

R. FRED WOODRUFF, Notary Public
STATE OF OHIO
My Commission Expires Feb. 15, 1960

Case No.: PC-27-2008
Date filed: 10/24/08

Preliminary Subdivision Application
City of Oxford, Ohio

REQUIRED INFORMATION

Name of Applicant: TIM MYERS
(Attach a letter of agency if the applicant is not the property owner)
Mailing Address: 5020 B COLLEGE CORNER PIKE, OXFORD, OH 45056
513-523-2181 BUX.
Telephone Number(s): 513-218-4566 CELL
Name of Subdivision: MYERS SUBDIVISION
Location of Property: BETWEEN CONTRERAS & FAIRFIELD AT WEST EDGE OF OXFORD N 39°30'42" LAT.
Legal Description: BOOK 7762 PGS. 1910 - 1911 W 84°46'48" LONG.
Zoning District: R1-B
Number of Lots: 72
Total Acreage: 31.09 Acres
Surveyor/Engineer: APEX ENGINEERING & SURVEYING, INC.
Address: 1068 N. UNIVERSITY BLVD., MIDLETON, OH 45042
Phone Number: 513-424-5202

DRAWING REQUIREMENTS

Please submit twelve copies of the plat. Drawing size must be at least 18"x 24" and should never exceed 24"x 36 ". The plat must be prepared in accordance with Chapter 1101, Subdivision Regulations and Chapters 1121-1159, Zoning Code of the City of Oxford. The following information must appear on the plat:

- a) A vicinity map, drawn to scale, showing the general location within the City.
- b) The location of all present property lines, streets, alleys, rights-of-way, buildings, easements, lakes, watercourses and drainage ways.
- c) Size of the tract in acres and lots in square feet and the boundary lines along with the linear measurement thereof.
- d) Any existing water mains, culverts, water or sewer lines, easements, buildings and streets within the tract or immediately adjacent thereto.
- e) The proposed location and width of streets, alleys lots and easements.
- f) The name of the proposed subdivision and the name of the surveyor, engineer and owner at the time of subdivision.
- g) The names and record owners of all adjoining subdivisions and the names of recorded owners of adjoining parcels of un-subdivided land.
- h) North arrow, scale and date.
- i) Contours with intervals of five feet or less referenced to U. S. Geological Survey datum and obtained from a field survey.
- j) The seal, registry number and signature of the public surveyor who prepared the plat.
- k) An evaluation of existing watercourses, channels, storm sewers, culverts and proposed improvements pertaining to drainage and flood control in regard to their ability to handle the anticipated volume of run-off generated during peak flow.
- l) Any portion of the floodplain as delineated by the Flood Insurance Rate Map (FIRM) Community Panel Number 390731 0001- 0003, revised January 3, 1997, must be clearly illustrated and labeled on the plat.

Provide the names and addresses of all adjoining property owners including those across streets, roads, alleys and highways (attach a separate sheet if necessary).

TERRY M & KATHERINE DUDLEY 6744 CONTRERAS, OXFORD, OH 45056
JACK & SUSAN GROVE 7006 FAIRFIELD, OXFORD, OH 45056
PRESIDENT & TRUSTEES OF MIAMI UNIVERSITY FAIRFIELD RD.
SOUTHWESTERN OHIO SENIOR SERVICES 11100 SPRINGFIELD PK, CINCINNATI, OH 45246

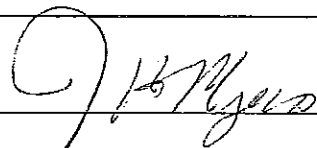
Staff added: City of Oxford Parks
Knolls of Oxford

Note: Incomplete applications cannot be processed.

Submit this application, required copies of the preliminary plan containing all required information and the required fee (\$400.00 plus \$100.00 per acre for preliminary subdivision or planned unit development), made payable to the City of Oxford, to the office of the Planning Director, Municipal Building, 101 East High Street, Oxford, Ohio 45056. Any questions should be directed to the Planning Department at (513) 524-5204. The plan will be placed on the next possible agenda. Incomplete applications will not be processed.

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

SIGNATURE OF APPLICANT:



Date: 10/24/06

PRINTED NAME: TIM MYERS

FEE / RECEIPT

\$400.00 + \$100.00 per lot Fee Paid / Receipt Number: 14205

LETTER OF AGENCY

To Whom It May Concern::

Please be advised that Mr. Timothy H. Myers, 5020 College Corner Pike, Oxford, Ohio has permission to represent our interest with the City of Oxford and act on our behalf for the Planning Commission and City Council regarding the subdivision Preliminary and Final Plans on our property of 54 acres + or -. Said property is located West of the Knolls of Oxford between Fairfield and Contreras Roads and has been amended into the City of Oxford.

Harry R. Paulin
Owner/Trustee:
Company Name & Address

11/25/2008
Date

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: March 17, 2009

Doug Elliott

Account Code No. #:

Prepared By

Budgeted Amount:

March 13, 2009

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into a contract with Benesch, Friedlander, Coplan & Aronoff, L.L.P., for services as special counsel for tax increment financing projects.

Recommendation: Approve

Discussion:

The City of Oxford entered into a Development Agreement with Four Leaf Development Corporation on May 23, 2006. One of the provisions of the Agreement dealt with the Failure of Connector Conditions (paragraph "D"). It requires that "the City will at 4-Leaf's request: (i) cause appropriate legislation to create one or more tax increment financing districts ("TIF Districts") under Chapter 5709 of the code to be passed;..." City staff held several meetings with the owners of Four Leaf Development Corporation to discuss this provision. Also, the City Council received a letter dated February 26, 2009 from Four Leaf Development discussing this TIF provision. The City is at a point in discussion where bond counsel is required to further examine this provision. The City of Oxford received Request for Qualifications (RFQ) for bond counsel on March 13, 2009. I am recommending that the City engage Stephen Grassbaugh with the firm of Benesch, Friedlander, Coplan & Aronoff, L.L.P. On the agenda is a resolution authorizing the City manager to sign an engagement letter.

Approved By:

Department Head:

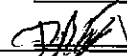
City Attorney:

City Manager:

Initial Date

_____\

_____\

 3/12/09

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BENESCH, FRIEDLANDER, COPLAN & ARONOFF, LLP FOR SERVICES AS SPECIAL COUNSEL FOR TAX INCREMENT FINANCING PROJECTS.

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

SECTION I: The City is in need of the professional services of special counsel for certain tax increment financing projects that are under construction.

SECTION II: The City Manager and the Law Director recommend retaining the professional services of Stephen Grassbaugh from the law firm of Benesch, Friedlander, Coplan, & Aronoff, L.L.P, in accordance with the terms and conditions of the letter agreement that has been reviewed by the City Manager and the Law Director.

SECTION III: Council hereby approves the City Manager contracting for professional services with Stephen Grassbaugh from the firm Benesch, Friedlander, Coplan, & Aronoff, L.L.P, and authorizes the City Manager to sign a letter agreement for special legal services.

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

MAYOR

ADOPTED: _____

ATTEST:

DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

Stephen P. Grassbaugh
Writer's Direct Dial: 614.223.9327
Writer's Email: sgrassbaugh@beneschlaw.com

41 South High Street, Suite 2600
Columbus, Ohio 43215
Phone: 614.223.9300
Fax: 614.223.9330

March 5, 2009

City of Oxford, Ohio
101 East High Street
Oxford, Ohio 45056
Attention: Douglas R. Elliott, Jr., City Manager

Dear Mr. Elliot:

Benesch, Friedlander, Coplan & Aronoff LLP (Benesch) is pleased to have the opportunity to represent the City of Oxford, Ohio (the City) as special counsel in connection with matters identified by the City from time to time (Special Counsel).

As Special Counsel, Benesch will render such services as agreed upon by the City and Benesch from time to time.

Under the rules of the Ohio Supreme Court governing the practice of law, by which Benesch is bound, Benesch will represent the City as Special Counsel from time to time under this engagement. Benesch will not represent any City official regarding his or her individual relationships with the City. Benesch's allegiance is to the City, and, as a general rule, Benesch would not be able to represent any City official in matters adverse to the City.

Consistent with the rules by which Benesch is bound, Benesch requires a written Engagement Agreement with all new clients, as well as for certain matters that Benesch undertakes for existing clients. The Engagement Agreement between the City and Benesch consists of this letter and the accompanying Terms and Conditions of Engagement (the Terms and Conditions). The Engagement Agreement describes the responsibilities between the City and Benesch and sets forth certain other matters regarding the attorney-client relationship between the City and Benesch.

To avoid any misunderstanding as to Benesch's billing and collection practices as to this matter and as to future matters in which Benesch may represent the City, the Terms and Conditions describe the basis on which Benesch will provide and bill for such legal services. In addition to fees, the statements will include charges for expenses incurred, as more fully described in the Terms and Conditions. Should the City have any questions regarding these practices, please call me immediately.

Enclosed are two copies of this letter and the Terms and Conditions. If the Engagement Agreement is acceptable, please confirm the City's acceptance within 10 days by: (a) signing, dating and returning a copy of this letter enclosed for that purpose, including a return by facsimile, or (b) sending Benesch a letter or an e-mail clearly referencing the Engagement Agreement and agreeing to it.

Please do not hesitate to call me to discuss any questions the City may have regarding the Engagement Agreement. Furthermore, the City may wish to consult the City's Director of Law or other counsel to advise the City respecting the provisions of the Engagement Agreement.

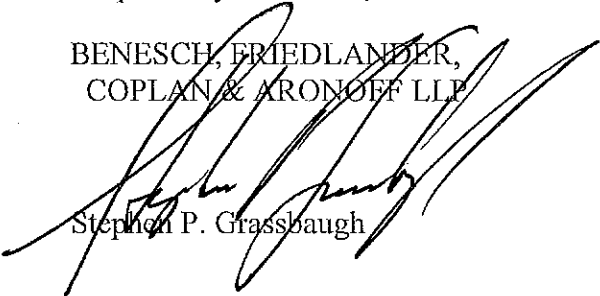
In conformance with the Benesch's policy, Benesch cannot commence or continue work for the City until Benesch has received the City's acceptance of the Engagement Agreement by one of the methods identified above.

If the City has any questions about, or if the City does not agree with, one or more of the Terms and Conditions, please communicate with me so that Benesch can try to address the City's concerns. I can recommend changes that will be effective once the City receives written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in the Firm's management or by an Ethics Partner of the Firm. Thank you.

Benesch looks forward to a mutually beneficial relationship.

Respectfully submitted,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP



Stephen P. Grassbaugh

The Engagement Agreement (including the Terms and Conditions) is hereby accepted.

CITY OF OXFORD, OHIO

City of Oxford, Ohio
March 5, 2009
Page 3

Date: _____, 2009

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

Enclosure

Benesch, Friedlander, Coplan & Aronoff LLP

Terms and Conditions of Engagement

This document contains the terms and conditions (the Terms and Conditions) under which the City of Oxford, Ohio (the City) is engaging Benesch, Friedlander, Coplan & Aronoff LLP (Benesch) to provide legal services. The Terms and Conditions apply to all matters for which the City might now or in the future request Benesch's assistance and as to which Benesch and the City agree, unless, of course, the City and Benesch agree to revised Terms and Conditions regarding this or any other matter for which the City engages Benesch.

Communications and Confidentiality

Benesch will keep the City informed of the status of the matter or matters for which the City is engaging Benesch, and Benesch will consult with the City when Benesch believes it necessary or appropriate. In the event that the City needs to reach Benesch and the person sought is unavailable, please leave a message for the person concerned disclosing the nature and urgency of the call.

The City understands and agrees that, in order for Benesch to represent the City effectively, it is necessary for the City to assist and cooperate with Benesch during this engagement. The City agrees to be available to discuss issues as they arise, to attend in person or by conference call and participate in meetings and other activities in connection with Benesch's representation, and to provide complete and accurate information and documents to Benesch on a timely basis. The City's non-cooperation will be grounds for the Firm's withdrawal from representing the City, and thus, it is essential that Benesch and the City maintain open communications.

Benesch is always mindful of Benesch's central obligation to preserve the precious trust that Benesch's clients repose in Benesch – their secrets and confidences. To that end, it is important that Benesch agrees from the outset what kinds of communications technology Benesch will employ in the course of this engagement. For instance, depending on the degree of security that the City wishes to maintain, it may not be appropriate to use email or to speak using cellular telephones (or at least not to do so where substantive information is being discussed). Similarly, the exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties with no right to see it. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. Nevertheless, Benesch will use high tech communication devices such as cellular telephones, the Internet, unencrypted e-mail and fax machines, unless the City instruct Benesch not to use one or more of these devices, generally or in specific instances.

Whom Does Benesch Represent?

Benesch's client is the City. No one except the City is entitled to rely on any advice or other communication Benesch gives to the City, unless Benesch and the City otherwise mutually agree, in writing.

Conflicts of Interest

Benesch represents and has represented many clients over the years on a variety of legal matters. As a result, the City possibly may find itself in a position adverse to another of Benesch's clients in litigation, business negotiations, or some other legal matter in which Benesch do not represent the City and which is unrelated to this engagement.

The City agrees that Benesch may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to Benesch's work for the City, even if the interests of such clients in those other matters are directly adverse to the City's interests. Benesch agrees, however, that the

City's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of Benesch's representation of the City, Benesch has obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the City's material disadvantage. In similar engagement agreements with a number of Benesch's other clients, Benesch have asked for similar agreements to preserve Benesch's ability to represent the City

Benesch's Fees

In connection with Benesch's services as Special Counsel, statements will be rendered on a monthly basis for legal services rendered during the previous month. In determining fees for services as Special Counsel, the major factor is usually time expended, although other factors may include the time limitations imposed by the City or the circumstances in a particular matter and the nature of the results obtained. Benesch assigns hourly rates for each member of Benesch's legal staff based on years of experience, areas of expertise and level of professional attainment. Benesch will charge Benesch's customary fees for such services.

Benesch's current billing rates for those attorneys presently expected to work on matters for the City range from \$225 an hour to \$400 an hour. In an effort to reduce overall legal costs, Benesch utilizes paralegal personnel whenever appropriate.

Benesch will use its discretion in staffing in order to provide proper legal representation. Billing rates for both attorneys and paralegal personnel are, from time to time, reviewed and adjusted on a firm-wide basis and may change during the course of Benesch's engagement by the City. Benesch's time charges are based on quarter hour increments. Although Benesch may from time to time, at the City's request, furnish estimates of legal fees and other charges that Benesch anticipates will be incurred in rendering its services as Special Counsel, such estimates are by their nature inexact (due to unpredictable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

Payment to the Firm is expected upon receipt of Benesch's statement. If at any time during Benesch's relationship with the City, the City finds that the City is unable to meet the payment arrangement, Benesch urges the City to contact Benesch immediately.

Charges for Expenses

In addition to fees, Benesch's statements will include charges for expenses, including but not limited to photocopying, travel (transportation, lodging and meals), computerized legal research, facsimiles sent from Benesch's office, messenger and courier services, long distance telephone charges, and filing fees. Benesch will be happy to provide the City with a breakdown and explanation of the various rates charged for these items, at the City's request. In general, such expenses are billed to the City to reflect Benesch's direct out-of-pocket expense. Certain of these expenses may include a surcharge reflecting overhead, as well as other factors. Often, however, certain client charges of particular magnitude, such as court reporter fees, costs incurred in compliance with electronic discovery, expert witnesses, consultants, major travel expenses, and title examinations, necessitate direct payment by the client. In these situations, the City will be billed directly on Benesch's instructions to the providers or Benesch will send the provider's statement to the City for direct payment. As is sometimes the case, expense charges may not be current at the time of billing, whether final or interim, because of delays in the receipt of third-party bills and the posting of accounts. Remaining expense charges, if any, will be billed at a later date.

Payment Obligations

The City acknowledges that the City is obligated to pay Benesch's fees and other charges for Benesch's services in the matter, unless Benesch and the City have agreed otherwise in writing.

Termination of Representation

Benesch's relationship with the City may be terminated by either Benesch or the City by giving written notice to the other party. If the City terminates this representation at any time, the City will have the obligation to pay any outstanding and final billing from Benesch. Benesch may withdraw from this representation at any time consistent with applicable rules of ethical conduct, on reasonable notice, without the City's consent. Benesch's withdrawal may be based upon, but is not limited to: (a) the City's failure to cooperate with Benesch as provided above; (b) the City's failure to pay any of Benesch's bills when due; (c) any fact or circumstance that would render Benesch's continuing representation unlawful or unethical; (d) the City's failure to follow Benesch's advice; or (e) when Benesch and the City have reached an irreconcilable difference of views on the handling of the City's matter(s). Any termination by Benesch of Benesch's representation of the City will be subject to such approval as may be required from any court or other body before which Benesch may be appearing on the City's behalf.

In the event of termination of Benesch's relationship with the City, the City agrees that the City will take all necessary steps to free Benesch of any obligation to perform further, including the execution of any documents necessary or reasonably requested to complete Benesch's withdrawal.

When Benesch completes the services the City has retained Benesch to perform, Benesch's attorney-client relationship with the City for that matter will be terminated. Unless previously terminated by the completion of Benesch's services or otherwise, Benesch's representation will terminate no later than the date of Benesch's final statement for services and expenses for the particular matter. If the City later retains Benesch to perform further or additional services, Benesch's attorney-client relationship with the City will commence again, subject to this original Engagement Agreement, unless Benesch changes its terms, in writing, at that time.

After termination of Benesch's attorney-client relationship with the City regarding any particular matter, changes may occur in applicable laws that could impact the City's future rights and liabilities. Unless the City actually engages Benesch, in writing, to provide additional advice on issues arising from that matter after its completion, Benesch will have no continuing obligation to advise the City with respect to future legal developments.

Client Files

When Benesch no longer represents the City in a matter, or at the City's request at any time during the course of Benesch's representation, Benesch will take steps, to the extent reasonably practicable, to promptly deliver to the City or to whomever the City designates, in writing, the City's papers and property to which the City is entitled. As to the City's client files, this means that the City is entitled to copies of all correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the City's representation. The foregoing obligation, however, is also subject to any attorney lien under applicable law that may be available to Benesch to secure payment of Benesch's outstanding fees and other charges, and is also subject to Benesch's right, after completion of any matter for the City, to destroy the City's files that Benesch has maintained for such matter, so long as such destruction is consistent with Benesch's then current file retention policies and is consistent with applicable law and ethical requirements. The City agrees that Benesch will be entitled to be paid at Benesch's then current rates for all attorney and paralegal time spent and that Benesch will be entitled to be reimbursed for all expenses incurred in connection with such delivery of the City's personal property, except for copying costs.

Entire Agreement

The Engagement Agreement represented by the Terms and Conditions and the accompanying letter supersedes all prior or other contemporaneous written or oral agreements and understandings between Benesch and the City, and constitutes the entire agreement between Benesch and the City. The Engagement Agreement may be modified only in a writing signed by the City and by Benesch. The City acknowledges that no promises have been made to the City other than those contained in the Engagement Agreement.

Governing Law

Unless otherwise specified in the accompanying letter, all questions arising under the Engagement Agreement or concerning rights and duties between Benesch and the City will be governed by the laws of State of Ohio. If any provision of the Engagement Agreement is held by any court or tribunal to be unenforceable, the remainder of the Engagement Agreement shall not be affected thereby and shall be enforced.

Miscellaneous

The City understands, of course, that Benesch cannot guarantee the outcome of any aspect of this or any other matter as to which Benesch may represent the City. Benesch's services and advice will be based on the law at the time of such services and advice and on the extent of Benesch's actual knowledge of the applicable facts.

THE PRESENT & PROPOSED
PANEL MAP INFORMATION

SECTION 20, TOWN 5, RANGE 1
PANEL MAP INFORMATION



THE PRESENT & PROPOSED
PANEL MAP INFORMATION

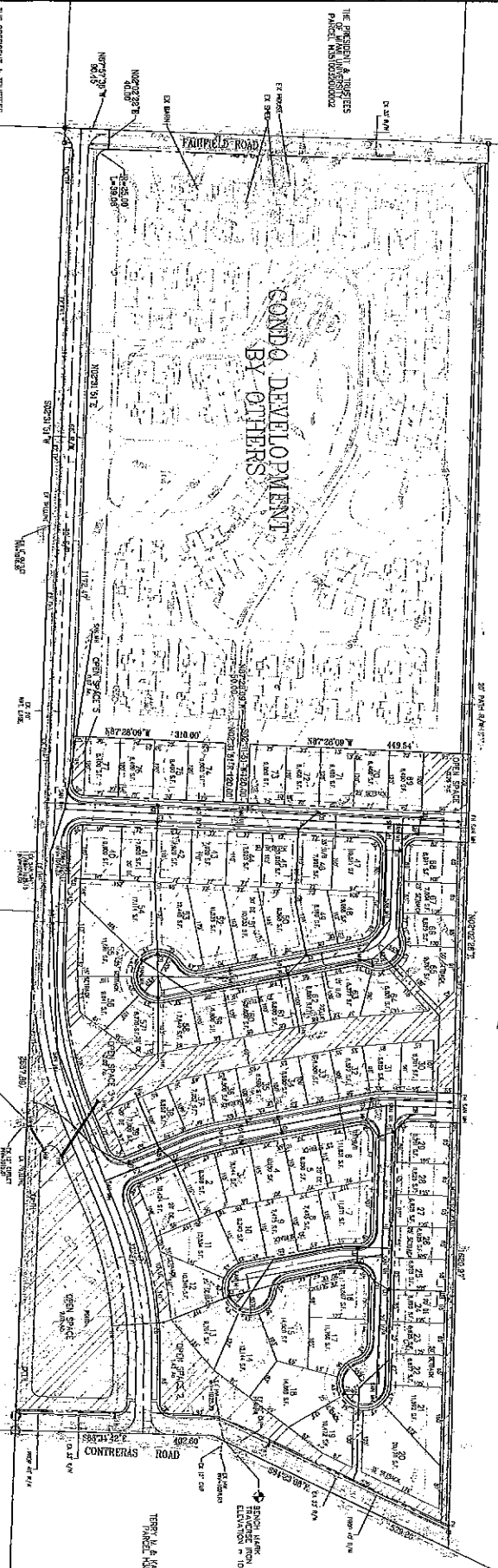
THE PRESENT & PROPOSED
PANEL MAP INFORMATION

SUBDIVISION AND SURVEY SERVICES, INC.
PANEL MAP INFORMATION

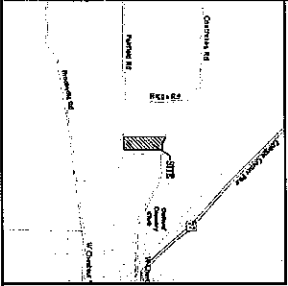
SUBDIVISION AND SURVEY SERVICES, INC.
PANEL MAP INFORMATION

TERRELL & KANE, INC.
PANEL MAP INFORMATION

CONDO DEVELOPMENT
BY OTHERS



VICINITY MAP
NOT TO SCALE



SUBDIVISION SITE INFORMATION

TRACT 20, TOWN 5, RANGE 1
PANEL MAP INFORMATION

DEVELOPER

TRACT 20, TOWN 5, RANGE 1
PANEL MAP INFORMATION



- NOTES:
- 1) LOT TO HAVE 5' PRIVATE DRAINAGE EASEMENT ALONG LOT LINES
 - 2) HOMEOWNERS ASSOCIATION TO BE CREATED FOR MAINTENANCE OF DRAINAGE EASEMENTS, OPEN SPACE, AND RETENTION POND.

PRELIMINARY PLAT
MYERS SUBDIVISION
31.56 AC. TRACT
SECTION 20, TOWN 5, RANGE 1
OXFORD TOWNSHIP, BUTLER CO., OHIO

DATE: 11/11/2000
DRAWN: ALL
CHECKED: ALL
APPROVED: ALL

APDEX
A PROFESSIONAL SURVEYING AND MAPPING FIRM
10000 W. 100th St., Suite 100, Overland Park, KS 66210
(913) 551-1111

SHEET 1 OF 1