



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police
PREPARED BY:	John A. Jones, Chief of Police
DATE PREPARED:	March 29, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Ordinance amending Section 353.03 Parking Meter Zones to change the hours of parking meter operations to 9:00am to 8:00pm
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

DISCUSSION:

Currently, on-street parking meters operate between the hours of 9:00am and 6:00pm on Mondays through Saturdays with the exception of legal holidays. The primary purpose of these meters in the uptown area is to create turnover for parking customers and to encourage citizens to visit our businesses. It is widely recognized that after 6pm, demand for parking spaces is high. Enforcement staff often encounters yellow zone, alley, and handicap violations in the evening due to the lack of open spaces versus the demand for spaces. An occupancy study conducted during October 2020 supports the extension of parking meter hours into the evening. Uptown parking is highest at 7pm and 7 out of 10 of the most occupied areas are more occupied in the evening hours.

Staff recommends that City Council amend the Codified Ordinance Section 353.03 Parking Meter Zones by changing the hours from 9:00am - 6:00pm to 9:00am to 8:00pm.

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 353.03 ENTITLED PARKING METER ZONES; HOURS OF OPERATION AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 353.03 ENTITLED PARKING METER ZONES; HOURS OF OPERATION.

WHEREAS, on street parking meters currently operate between the hours of 9:00 a.m. and 6:00 p.m. Monday through Saturday with the exception of legal holidays; and

WHEREAS, the primary purpose of the parking meters in the Uptown area is to create turnover for parking customers and to encourage citizens and visitors to patronize Oxford businesses; and

WHEREAS, it is widely recognized that after 6:00 p.m. the demand for parking spaces is high and an occupancy study recently conducted supports the extension of parking meter hours into later in the evening; and

WHEREAS, the City Manager and the Police Chief recommend repealing Oxford Codified Ordinance Section 353.03 entitled Parking Meter Zones; Hours of Operation and adopting new Oxford Codified Ordinance Section 353.03 entitled Parking Meter Zones; Hours of Operation to extend meter operations until 8:00 p.m. Monday through Saturday with the exception of legal holidays.

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

SECTION I: Council hereby accepts the recommendation of the City Manager and the Police Chief and repeals Oxford Codified Ordinance Section 353.03 entitled Parking Meter Zones; Hours of Operation and adopts new Oxford Codified Ordinance Section 353.03 entitled Parking Meter Zones; Hours of Operation to extend meter operations until 8:00 p.m. Monday through Saturday with the exception of legal holidays as follows:

353.03 PARKING METER ZONES; HOURS OF OPERATION.

- (a) No owner or operator of any motor or other vehicle shall park such vehicle in a parking meter zone between the hours of 9:00 a.m. and ~~6:00~~ **8:00** p.m. on Mondays through Saturdays, legal holidays excepted, for more than two hours or for such other periods of time so designated on the meters or on appropriate signs.
- (b) Parking meter zones shall be designated on report and recommendation from the Chief of Police to the City Manager, by written order of the City Manager. Modification of the parking meter zones shall be by subsequent written order of the City Manager. All City Manager orders designating parking meter zones shall be kept on file with the Clerk of Council.
- (c) Municipal Off-Street Parking.

(1) At the Municipal parking garage at Main and Walnut, the hours and days of operation, period of time allowed for parking, as well as lease terms, agreements and fees shall be determined by written order of the City Manager on report and recommendation from the Chief of Police.

(2) At the Municipal off-street parking lot at Main and Church, the number of multi-space meter spaces, hours and days of operation and the period of time allowed for parking in those spaces shall be determined by written order of the City Manager on report and recommendation from the Chief of Police.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for 2021 Street Resurfacing Program
BUDGETED AMOUNT:	\$ 350,000
ACCOUNT CODE:	141.720.63133 141.720.63181
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21 MBD 3/25/21</i>

Discussion:

The 2021 Capital Improvement budget includes \$350,000 for street resurfacing and maintenance. Staff has evaluated the surface condition of City streets in order to provide data for the compilation of the 2021 Street Resurfacing Program. Several factors were considered in recommending a street for resurfacing including traffic volume, road base condition (or lack of a proper base), curb and gutter condition, drainage conditions, past street and utility cuts, proposed underground work scheduled, and current surface condition. Additionally, staff reviewed and updated the City Infrastructure Inventory which includes data on street, water, wastewater, and stormwater systems.

The list of streets proposed for resurfacing is detailed on the attached Exhibit "A".

A request for bids was published in the Hamilton Journal and multiple plan clearinghouses on March 12 and March 19, 2021. Sealed proposals were opened and read aloud on March 25, 2021. Two firms submitted bids with the following results:

Barrett Paving Materials, Inc.	\$ 334,377.60
John R. Jurgensen Co.	\$ 378,829.40

(Continued)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

Bids submitted included the following line item cost breakdowns:

- Asphalt milling
- Asphalt placing and compacting
- Traffic control
- Pavement / traffic marking replacements
- Thermoplastic street markings
- Blue reflective armored markers to indicate fire hydrant locations
- Yellow / white markers to enhance lane marking safety

Related to this project, City Staff and the Oxford Parking & Transportation Advisory Board reviewed improvements to verify if any facets of the *Corridor Safety Improvement Plan* and *Complete Streets Policy* could be implemented in association with this capital project. No improvements were noted as being necessary at this time.

The lowest and best bid for the 2021 Street Resurfacing & Maintenance Program was provided by Barrett Paving Materials, Inc. with a bid of \$334,377.60. Staff is requesting a contingency amount of \$15,622.40 for this contract (approximately 4.7%). It is Staff's recommendation that Council authorize the City Manager to enter into an agreement with Barrett Paving Co. for a total amount not to exceed **\$350,000.00**.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BARRETT PAVING MATERIALS, INC. FOR THE 2021 STREET RESURFACING AND MAINTENANCE WORK AT A COST OF \$334,377.60 PLUS A CONTINGENCY IN THE AMOUNT OF \$15,622.40 FOR A TOTAL COST NOT TO EXCEED \$350,000.00.

WHEREAS, a request for bids was published in the *Journal News* and with multiple plan clearinghouses on March 12, 2021 and on March 19, 2021. Sealed proposals were opened and read aloud on March 25, 2021 with two firms submitting bids; and

WHEREAS, the City Manager and the Service Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Barrett Paving Materials, Inc. for the 2021 street resurfacing and maintenance work at a cost of \$334,377.60 plus a contingency in the amount of \$15,622.40 for a total cost not to exceed \$350,000.00.

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

SECTION 1: Council finds Barrett Paving Materials, Inc. to be the lowest and best bidder and accepts the bid of \$334,377.60 for the 2021 street resurfacing and maintenance work as described in Exhibit "A" attached hereto and incorporated herein.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Barrett Paving Materials, Inc. at a cost of \$334,377.60 plus a contingency in the amount of \$15,622.40 for a total cost not to exceed \$350,000.00 for the 2021 street resurfacing and maintenance work as described in Exhibit "A" attached hereto and incorporated herein.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

2021 City of Oxford Resurfacing

3/3/2021

Street Name From To cond width length sq feet

Melissa Dr.	Oxford Reily Rd.	Melinda Dr.	3	26	375	9750
Melissa Dr.	Melinda Dr.	North Stub	3	26	1006	26156
Melissa Dr (Dead End)	Melissa Dr	North Terminus	3	25	144	3600
Melissa Dr.	N. Stub	Dana	3	26	250	6500
Melissa Dr.	Dana	Maxine Dr.	3	25	1022	25550

Melinda Dr.	Melissa Dr.	Dana Dr.	3	25	1608	40200
-------------	-------------	----------	---	----	------	-------

Rose Ave. C	Main St.	W. Terminus	2	15	295	4425

Beech Street E	High St.	Church St.	5	39	382	14898
Beech Street E	Off Street Parking		4	20	125	2500
Beech Street F	Church St.	Withrow	4	38	378	14364
Beech Street G	Withrow St	Vine St.	4	28	381	10668
Beech Street H	Vine St.	Sycamore St.	4	28	543	15204

Brookview Ct.	Erin Dr.	McGuffey Ave.	4	26	730	18980
Brookview Ct.	McGuffey Ave.	Locust St.	4	25	938	23450
Brookview Ct.	Locust St.	E. Terminus	5	25	315	7875
Brill Drive	Erin Dr.	McGuffey Ave.	3	25	732	18300

ALTERNATE #1

Edgehill Dr.	McGuffey Ave.	Locust St.	4	25	900	22500
--------------	---------------	------------	---	----	-----	-------

ALTERNATE #2

College Ave Base	Chestnut St	Central Ave	2	12	300	3600
------------------	-------------	-------------	---	----	-----	------

A virtual Work Session of the Oxford City Council was called to order by Mayor, Mike Smith on Tuesday, March 16, 2021 at 7:00 p.m. Council members participating were Jason Bracken, David Prytherch, Chantel Raghu, Bill Snavelly and Edna Southard. Glenn Ellerbe was excused.

Dana Miller from the Historic and Architectural Preservation Commission and Dr. Anthony James from Miami University were also in attendance.

Staff members in attendance were Doug Elliott, City Manager, Jessica Greene, Assistant City Manager, Mike Dreisbach, Service Director; Joe Newlin, Finance Director; Sam Perry, Community Development Director, John Jones, Police Chief; Chris Conard, Law Director and Mary Ann Eaton, Clerk of Council.

APPROVAL OF AGENDA

Ms. Southard moved to approve the agenda. Mr. Snavelly seconded. The motion passed by the following roll call:

AYE: Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken,
Mayor Smith (6)

NAY: None (0)

ABS: None (0)

PURPOSE

The purpose of the Work Session was for Mr. Perry and Mr. Miller to provide a PowerPoint presentation regarding Miami University's Truth & Reconciliation project. During the regular Council Meeting Council will consider a Resolution authorizing the placement of a Historic Marker in the Uptown Park area.

DISCUSSION

Mr. Perry, Mr. Miller and Mr. James addressed questions and comments from Council. All Councilors were very much in favor of the project and of placing a Historic Marker in the Uptown Park area.

ADJOURNMENT

Mr. Snively moved to adjourn at 7:22 p.m. Ms. Southard seconded. The motion passed by the following roll call:

AYE: Ms. Raghu, Ms. Southard, Mr. Snively, Mr. Bracken, Mr. Prytherch
Mayor Smith (6)

NAY: None (0)

ABS: None (0)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for CDBG Handicap Ramp Improvements – (HUD program year 2020)
BUDGETED AMOUNT:	\$ 108,672
ACCOUNT CODE:	126.370.60016
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 4-2-21 MBD 3/25/21

Discussion: The City's 2021 capital improvement budget includes \$108,617 in the Community Development Block Grant (CDBG) fund for the construction of handicap ramps with tactile dome mats. Staff advertised using CDBG guidelines for improvements specified on the attached Exhibit "A".

Total estimated linear feet of curb / gutter replacements: **830 feet**

Total estimated square feet of sidewalk / ramp replacements: **3,850 sq. ft.**

Total new handicap ramps with tactile detection mats: **39**

The City advertised for bids in the *Hamilton Journal-News* on March 12 and March 19, 2021. Three sealed bids were opened and publicly read on March 25, 2021 with the following results:

W.G. Stang, LLC	\$87,750.00
Adleta Construction	93,277.50
R.A. Miller	108,855.00

The lowest and best bid for handicap ramp improvements was provided by W.G. Stang, LLC in the amount of \$87,750.00. Stang has completed several contracts with the City of Oxford, all with good results.

It is Staff's recommendation that City Council authorize the City Manager to enter into an agreement with W.G. Stang, LLC for the improvements per project specifications at a cost of \$87,750.00. Staff is requesting a contingency in the amount of \$20,922.00, therefore the contract not to exceed amount requested is **\$108,672.00**. This is the full allotment from HUD for construction expenses in the 2020 CDBG program year (City FY21).

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH W.G. STANG, LLC FOR THE INSTALLATION OF HANDICAP RAMPS WITH TACTILE DOME MATS AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AT A COST OF \$87,750.00 PLUS A CONTINGENCY IN THE AMOUNT OF AMOUNT OF \$20,922.00 FOR A TOTAL COST NOT TO EXCEED \$108,672.00.

WHEREAS, the City advertised for bids in the *Journal News* on March 12, 2021 and on March 19, 2021. Three (3) sealed bids were opened and publicly read on March 25, 2021. The lowest and best bid was submitted by W.G. Stang, LLC in the amount of \$87,750.00 and

WHEREAS, the City Manager and the Service Director recommend Council accept the bid of W.G. Stang, LLC as the lowest and best bid for the installation of handicap ramps with tactile dome mats as set forth on Exhibit "A" attached hereto at a cost of \$87,750.00.

WHEREAS, the City Manager and the Service Director further recommend Council authorize the City Manager to enter into a contract with W.G. Stang, LLC for the installation of handicap ramps with tactile dome mats as set forth on Exhibit "A" attached hereto at a cost of \$87,750.00 plus a contingency in the amount of \$20,922.00 for a total cost not to exceed \$108,672.00.

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

SECTION 1: City Council accepts the recommendation of the City Manager and the Service Director and hereby accepts the bid of W.G. Stang, LLC and further authorizes the City Manager to enter into a contract with W.G. Stang, LLC for the installation of handicap ramps with tactile dome mats as set forth on Exhibit "A" attached hereto at a cost of \$87,750.00 plus a contingency in the amount of \$20,922.00 for a total cost not to exceed \$108,672.00.

SECTION 2: This Resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MIKE SMITH

PREPARED BY: LAW (STAFF)

2021

CDBG Sidewalks and Handicap Ramp Improvements

3/8/2021

ONGOING LIST OF INTERSECTIONS WHICH ARE NOT UP TO ADA STANDARDS (Rough Est. Qtys)

Location	Lin Ft.Curb Removal & Replacement	Sq ft Sidewalk / Ramp Removal & Replacement	# of Detectable Warning Mats on each Sidewalk Ramp	NOTES 2021 LIST
Homestead & Campus	As Marked 2021			
NE	31	128	1	
NW	38	160	2	
SE	36	160	2	
SW	36	160	2	
Homestead & University	As Marked 2021			
NE	30	110	2	
NW	30	187	2	
SE	30	128	2	
SW	34	144	2	
Homestead & Poplar	As Marked 2021			
NE	21	120	1	
SE	19	135	1	
Vine & College	As Marked 2021			
NE	45	167	2	
NW	40	168	2	
SE	33	195	2	
SW	47	154	2	
Vine & Elm	As Marked 2021			
NE	32	236	2	
NW	28	117	1	
SE	32	160	2	
SW	110	117	1	
College & Sycamore	As Marked 2021			
SW	27	340	1	
High & Locust	As Marked 2021			
NE	35	120	1	
NW	7	120	1	
SE	30	170	2	
SW	39	140	1	
TOTALS OF EACH	810	3636	37	Estimated Quantities 3/8/2021

ALTERNATE #1

Location	Lin Ft.Curb Removal & Replacement	Sq ft Sidewalk / Ramp Removal & Replacement	# of Detectable Warning Mats on each Sidewalk Ramp	NOTES
Contreras & Lynn	As Marked 2021			
NW	9	89	1	
SW	11	120	1	
TOTALS OF EACH	20	209	2	Estimated Quantities 3/8/2021



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police
PREPARED BY:	John A. Jones, Chief of Police
DATE PREPARED:	March 30, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Surplus Vehicles
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

DISCUSSION:

The following vehicles have reached the end of their useful service to the Police Division. Staff requests authorization to declare the following vehicles as surplus so they may be taken out of service. Vehicles shall be auctioned to the highest bidder.

2008 Ford (Unit #8646) VIN#: 2FAHP71V48X164646

2009 Ford (Unit #9729) VIN#: 2FAHP71V69X142729

2008 Ford (Unit #8647) VIN#: 2FAHP71V68X164647

2007 Toyota (Unit #185) VIN#: 4T4BE46K07R008825

This Resolution will authorize the City Manager to dispose of the above referenced vehicles by public auction, including Internet electronic auction, at the earliest convenience of the City.

RESOLUTION NO.

A RESOLUTION DECLARING CERTAIN CITY PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AS SURPLUS AND AUTHORIZING ITS ADVERTISEMENT AND SALE TO THE HIGHEST BIDDER BY INTERNET AUCTION.

WHEREAS, the vehicles set forth in Exhibit 'A' attached hereto and incorporated herein, are surplus and no longer needed for any municipal purpose, and

WHEREAS, the City Manager and the Police Chief recommend the vehicles set forth in Exhibit "A" attached hereto and incorporated herein be declared surplus and that the same be advertised and sold to the highest bidder by internet auction at the earliest convenience of the City.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and hereby declares the vehicles set forth in Exhibit "A" attached hereto and incorporated herein as surplus.

SECTION 2: Council further authorizes the advertisement and sale of the surplus vehicles set forth in Exhibit "A" attached hereto and incorporated herein to the highest bidder by internet auction with the proceeds thereof deposited in the General Fund.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

Exhibit A

The following vehicles have been taken out of service and are being stored at the Oxford Police Department Impound Lot. We are asking that they be sold at auction to the highest bidder.



1. 2008 Ford (Unit #8646) VIN#: 2FAHP71V48X164646



2. 2009 Ford (Unit #9729) VIN#: 2FAHP71V69X142729



3. 2008 Ford (Unit #8647) VIN#: 2FAHP71V68X164647



4. 2007 Toyota (Unit #185) VIN#: 4T4BE46K07R008825



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	March 29, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Resolution to Authorize Purchase Option Agreement with Episcopal Retirement Services for 8 Acres of City-Owned Western Knolls Land at a Price of \$25,000 per Acre
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

In July, 2020, City Council authorized the City Manager to advertise for bids for the sale of the Western Knolls property located on Oxford Reily Road. City staff developed specifications, advertised and received one submittal from Model Group on behalf of Episcopal Retirement Services (ERS) and Oxford Seniors. The response requested up to 10 acres total for the two entities. In September, 2020, City Council authorized the City Manager to develop a purchase agreement.

City staff have communicated with Model Group, ERS and Oxford Senior Citizens, Inc. The parties have agreed that there should be two separate purchase agreements. One with ERS and a separate one with Oxford Senior Citizens. The agreement with ERS will go first. If ERS can obtain funding from Ohio Housing Finance, it can exercise its option to purchase 8 Acres and develop 50, one and two bedroom senior apartments. If ERS is unable to obtain funding, the City has the option to extend the agreement through another funding application cycle. The funding application details are published each fall for spring application deadlines. Given that the recent Housing Needs Analysis targets this type of housing in the critical need category, it may be wise for the City to have such an agreement that is flexible for more than one funding cycle.

ERS would be responsible for the public street extension to serve the development and also be responsible for obtaining any necessary approvals from Planning Commission and City Council. Consistent with the RFP response, the site location would most likely align directly across from Melissa Drive.

The City's Law Director team assisted with the development of the attached option agreement.

The potential closing transaction of \$200,000 would not occur until Spring of 2022 or Spring of 2023. Construction of the units would follow the closing.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN OPTION TO PURCHASE REAL ESTATE AGREEMENT BETWEEN THE CITY OF OXFORD AND EPISCOPAL RETIREMENT SERVICES AFFORDABLE LIVING, LLC FOR THE PURCHASE OF APPROXIMATELY EIGHT (8) ACRES OF CITY OWNED PROPERTY LOCATED OFF OF OXFORD REILY ROAD IN THE CITY OF OXFORD, OHIO AT A PRICE OF TWENTY- FIVE THOUSAND DOLLARS (\$25,000.00) PER ACRE.

WHEREAS, on July 7, 2020 by adoption of Resolution No. 7196 City Council authorized the City Manager to develop a Request for Proposals, advertise property for sale, and receive bids for the sale of City owned property (47 acres) located off of Oxford Reily Road in the City of Oxford, Ohio; and

WHEREAS, City staff developed specifications, advertised and received one proposal for the purchase of a portion of the qreal property (8 acres) from The Model Group, Inc. on behalf of Episcopal Retirement Services and Oxford Seniors; and

WHEREAS, the City Manager and the Community Development Director recommend Council authorize the City Manager to enter into an Option to Purchase Real Estate Agreement as set forth in Exhibit "A" attached hereto between the City of Oxford and Episcopal Retirement Services Affordable Living, LLC for the purchase of approximately eight (8) acres of City owned property located off of Oxford Reily Road in the City of Oxford, Ohio at a price of twenty-five thousand dollars (\$25,000.00) per acre.

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

SECTION 1: City Council hereby accepts the recommendation of the City Manager and the Community Development Director and further authorizes the City Manager to enter into an Option to Purchase Real Estate Agreement as set forth in Exhibit "A" attached hereto between the City of Oxford and Episcopal Retirement Services Affordable Living, LLC for the purchase of approximately eight (8) acres of City owned property located off of Oxford Reily Road in the City of Oxford, Ohio at a price of twenty-five thousand dollars (\$25,000.00) per acre.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



August 27, 2020

City of Oxford
Service Department
Attn: Michael B. Dreisbach
15 S. College Ave.
Oxford, OH 45056

Re: Request for Proposal
Purchase and Development of Western Knolls

Dear Mr. Dreisbach,

Enclosed you will find a response to the Request for Proposal from the team of Episcopal Retirement Services, The Model Group, Inc. and Oxford Senior Citizens Inc.. Because of our long history and experience both serving seniors and developing senior affordable housing, we believe we are uniquely qualified to partner with the City of Oxford on this opportunity. We are proposing a unique partnership that would result in two complementary phased developments:

- Phase 1 would be a senior affordable housing development targeted at those age 55+ making 60% or less of Area Median Income (AMI) on 7 acres at a purchase price of \$25,000 per acre. This development would be made up of 36 one (646 sqft) and 14 two bedroom (813 sqft) apartments with rents of approximately \$589 and \$716 per month.
- Phase 2 would include the acquisition of an additional 3 acres for \$75,000 south of Melissa Drive for the site of a future new Senior and Community Center owned and operated by Oxford Senior Citizens, Inc.

Please feel free to contact us with any questions. We realize our proposal is unique and we are open to working with the City and Oxford stakeholders to tweak our proposal's design or even possible location if there is a way that can better utilize this unique site to meet the City's goals and the needs of Oxford's seniors.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Thompson', with a long horizontal flourish extending to the right.

David Thompson
V.P. of Affordable Housing
Model Property Development, LLC
1826 Race St. Cincinnati, OH 45212
513-559-5858; dthompson@modelgroup.net

On behalf of our team:

Kathleen Ison-Lind
Vice President, Episcopal Retirement Services
3870 Virginia Ave., Cincinnati, OH 45227
513-272-5555x4216; kison@erslife.org

Robert L. Maly
CEO
The Model Group, Inc.
1826 Race St. Cincinnati, OH 45212
513-559-5854; bmaly@modelgroup.net

Steve Schnabl
Executive Director, Oxford Senior Citizens, Inc.
922 Tollgate Dr. Oxford, OH 45056
513-523-8100; sschnabl@oxfordsenior.org

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (this "***Agreement***") is made by and between the **CITY OF OXFORD**, an Ohio municipal corporation ("***Seller***"), and **EPISCOPAL RETIREMENT SERVICES AFFORDABLE LIVING LLC**, an Ohio nonprofit limited liability company ("***Purchaser***"). The "***Effective Date***" of this Agreement is the date this Agreement is fully signed by Seller and Purchaser.

1. **Property; Grant of Option; Term of Option; Purchase Price.**

(a) For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for the mutual promises stated below, Seller does hereby grant, bargain and sell to Purchaser, upon and subject to the terms and conditions of this Agreement, the exclusive right, privilege and option (the "***Option***") to purchase a portion of the real property located in Butler County, Ohio, and being Parcel No. H4100119000029 as more particularly described on **Exhibit A**, ("***Seller's Property***"). The portion of Seller's Property which may be purchased pursuant to the Option shall consist of approximately eight (8) acres, together with all easements, rights, privileges and appurtenances thereto (collectively, the "***Property***"). Upon confirmation of the Final Plat, **Exhibit B** shall be inserted to provide the legal description of the Property. As used in this Agreement, the term "***Final Plat***" shall mean a plat of survey or record plat which shall depict the location of the Property and legally describe the Property, and shall have received any and all approvals to cause the Property to be legally split from the remainder of Seller's Property so that the Property can be conveyed to Purchaser in accordance with all laws.

(b) As consideration for the Option, Purchaser will make a one-time payment of Two Thousand and 00/100 Dollars (\$2,000) to Seller upon the full execution of this Agreement (the "***Option Fee***"). The Option Fee shall be non-refundable and shall be credited to reduce the amount of the Purchase Price payable at Closing (as hereinafter defined).

(c) The term of the Option shall commence on the Effective Date and shall expire on October 31, 2022 (the "***Option Expiration Date***"). At any time prior to the Option Expiration Date, upon the written request of Purchaser, Purchaser may, subject to the review and consent of Seller, extend the Option Expiration Date until October 31, 2023 by paying the Seller an additional Two Thousand Dollars (\$2,000) (the "***Option Extension Fee***").

(d) If Purchaser elects to exercise the Option, then Purchaser shall deliver to Seller a written notice (the "***Option Notice***") on or before the Option Expiration Date. Upon exercise of the Option and delivery of the Option Notice, Purchaser and Seller shall use good faith efforts to negotiate and execute a definitive Real Estate Purchase Agreement (the "***Purchase Agreement***") for the Property within thirty (30) days thereafter. The Purchase Agreement shall contain customary terms, conditions and the additional provisions specifically provided in this Agreement, including, but not limited to, Section 3.

(e) The purchase price of the Property shall be Twenty-Five Thousand Dollars (\$25,000.00) per acre based on the final acreage, as determined by the Final Plat (the "***Purchase Price***") and calculated to the nearest 1/1000th of an acre. The Option Payment and Option Extension Fee, as applicable, will be applied as a credit against the Purchase Price at the Closing. The balance of the Purchase Price, subject to any adjustments, prorations and costs charged to the parties pursuant to this Agreement and the Purchase Agreement, shall be delivered by Purchaser to Chicago Title or another title company selected by Purchaser and reasonably acceptable to Seller (the "***Title Company***") at Closing by wire transfer.

2. **Title Examination of Property; Survey; Inspections; Site Plan.**

(a) Purchaser shall submit its applications (i) for preliminary planned unit development approval (the "**Preliminary PUD Application**"), and (ii) for preliminary subdivision approval (the "**Preliminary Lot Split Application**" and collectively with the Preliminary PUD Approval, the "**Preliminary Development Approvals**") for the Property to the City of Oxford Planning Commission no later than September 27, 2021 (as such date may be changed or extended by mutual agreement of the parties, the "**Preliminary Plan Application Date**"); provided, however, that if Purchaser shall have requested, and Seller shall have consented to, an extension of the Option Expiration Date pursuant to Section 1(c) hereinabove, the Preliminary Plan Application Date shall mean September 26, 2022.

If Purchaser fails to submit the applications constituting the Preliminary Development Approvals by the Preliminary Plan Application Date, then Seller shall be permitted to terminate this Agreement and retain the Option Fee and Option Extension Fee if applicable, such termination to be effective upon five (5) days written notice of termination delivered to Purchaser. Seller shall reasonably cooperate with Purchaser to submit the applications constituting the Preliminary Development Approvals and any other subsequent applications to any governmental authorities to obtain such approvals as may be necessary to cause the Property to be legally split from the remainder of Seller's Property so that the Property can be conveyed to Purchaser in accordance with all laws.

(b) Purchaser shall have the right to obtain a commitment for an ALTA Owner's Policy of Title Insurance from the Title Company (the "**Commitment**") and review title and survey matters affecting the Property. Purchaser shall notify Seller of the title matters which Purchaser approves and the title matters to which Purchaser objects within thirty (30) days after receipt by Purchaser of the Commitment, and such matters objected to by Purchaser shall be deemed "**Title Objections**". Should Purchaser present Title Objections to Seller, Seller, at its option, shall: (i) cure the Title Objections, at Seller's expense, within ten (10) days from the date of receipt of Purchaser's Title Objections (the "**Cure Period**") or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable but in all events prior to Closing (the "**Cure Notice**"); or (ii) at any time prior to or during the Cure Period, give notice to Purchaser that Seller is either unable or unwilling to cure any or all of the Title Objections (the "**No Cure Notice**"). In the event that Seller: (i) does not fully cure the Title Objections within the Cure Period or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable but in all events prior to Closing; (ii) fails to deliver the Cure Notice; or (iii) delivers the No Cure Notice, then Purchaser shall have the right to elect prior to the Option Expiration Date: (y) to waive such Title Objections and proceed to close the transaction and accept title to the Property subject to such Title Objections; or (z) to terminate this Agreement within five (5) days of receiving Seller's Cure Notice or No Cure Notice, or within five (5) days after the expiration of the Cure Period if Seller fails to provide a Cure Notice or No Cure Notice, by giving notice of termination to Seller, in which event any monies (except the Option Fee and Option Extension Fee, as applicable, which shall be paid to Seller) and documents deposited by Purchaser in escrow shall be returned to Purchaser and this Agreement shall be of no further force or effect. If Purchaser fails to provide any further notice, Purchaser shall be deemed to have made an election under (y) above.

(c) At Closing, Seller will transfer fee simple title to the Property to Purchaser by a limited warranty deed (the "**Deed**") and subject only to: (i) real estate taxes and assessments, both general and special, which are a lien but not then due and payable; (ii) applicable zoning and building ordinances; (iii) legal highways, and (iv) easements, covenants, conditions and restrictions

of record encumbering the Property which have been accepted, or deemed accepted, by Purchaser pursuant to Section 2(b) above or are otherwise acceptable to Purchaser in its sole discretion (the “**Permitted Exceptions**”).

(d) From the Effective Date until the Option Expiration Date, and if the Option is exercised, thereafter until the Closing, upon prior written notice to Seller, Purchaser shall be entitled to fully inspect the Property and to investigate all matters relevant thereto, including, without limitation, taking soil samples and any other investigations and inspections as Purchaser may reasonably require to assess the condition of the Property. Notwithstanding the foregoing, Purchaser shall not be permitted to undertake any intrusive or destructive testing of the Property, including, but not limited to, a “Phase II” environmental assessment (an “**Intrusive Test**” or collectively, “**Intrusive Tests**”), without in each instance first obtaining Seller’s prior written consent, which consent Seller shall not unreasonably withhold. Seller and its representatives, agents, and/or contractors shall have the right to be present during any such Intrusive Test or inspection of the Property. Purchaser shall provide Seller with true and complete copy of any tests, reports, studies, and the like obtained by Purchaser in connection with Purchaser’s inspection of the Property.

(e) Purchaser indemnifies and holds Seller and its agents, officers, employees and representatives (collectively, the “**Seller Group**”) harmless from and against, and shall defend all such parties against, any and all claims, causes of action, costs, losses, liabilities, damages or expenses of any kind or nature, including without limitation, court costs and legal fees, arising out of or resulting from any entry and/or activities upon the Property by Purchaser and/or its agents, employees, representatives, contractors or consultants, and Purchaser agrees to reimburse Seller for all costs to repair and restore any damage to the Property arising in connection with Purchaser’s inspections or testing of, or entry onto, the Property. Purchaser shall be liable for any damage to crops arising in connection with Purchaser’s entry onto the Property or its inspections and investigations and shall directly compensate the farmer for such damages. Purchaser’s obligations under this Section shall survive the Closing or any termination or expiration of this Agreement.

3. **Conditions Precedent.** The Purchase Agreement will provide that the obligation of Purchaser and Seller to consummate the transaction contemplated by the Purchase Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date, all or any portion of which may be waived in whole or in part by Purchaser or Seller, as applicable, at or prior to Closing:

(a) Purchaser shall have received any and all approvals and there shall have been recorded any and all subdivision, replat, lot split and/or consolidation filings as may be necessary to subdivide the Property from Seller’s Property such that Seller can convey at Closing the Property as a separate parcel;

(b) Purchaser shall have obtained financing and/or funding for the purchase of the Property on terms and conditions satisfactory to Purchaser;

(c) Purchaser shall have received a funding award from the Ohio Housing Finance Agency (“**OHFA**”) on terms and conditions satisfactory to Purchaser;

(d) Purchaser shall have received zoning approval for Purchaser’s intended use of the Property from Seller;

(e) Purchaser and Seller shall have entered into at Closing a Development Agreement (the "***Development Agreement***") which shall include the following provisions and shall otherwise be reasonably satisfactory to Purchaser and Seller:

(i) Purchaser will develop the Property into an affordable senior community of 40-50 dwelling units with a common community building;

(ii) Purchaser shall be responsible for all costs and expenses associated with the infrastructure serving the Property and development and abutting the new public road frontage (including but not limited to street, sidewalk, underground utilities);

(iii) Seller shall provide an 8" sanitary sewer main and manhole on the western right of way of Oxford Reily Road in the vicinity of Melissa Drive;

(iv) Seller shall be responsible for all costs and expenses associated with the roadway connection beyond the Property, as applicable;

(v) If a roadway connection is not made, Purchaser will pay for a cul-de-sac or other turnaround required by Seller; and

(vi) Purchaser shall comply with all codes and policies of the Seller, including but not limited to Planning or City Council approval of any planning, zoning, conditional use, site development or subdivision application.

(f) Purchaser shall have provided Seller with a copy of all documents evidencing use restrictions encumbering or anticipated to encumber the Property enforceable by the OHFA, including but not limited to the form of Restrictive Covenant in favor of OHFA, if then available.

4. **Closing.**

(a) If Purchaser exercises the Option, Closing under the Purchase Agreement shall take place within 365 days after Purchaser's receipt of notice of the OHFA award, provided, however, Closing shall take place no later than the May 31 following the date of exercise of the Option (the "***Closing Date***" or the "***Closing***").

(b) At Closing, Seller shall pay: (i) the cost of the transfer taxes and conveyance fees required to be paid in connection with the transfer of the Property to Purchaser; (ii) the cost of recording documents necessary to remove or satisfy any monetary liens or encumbrances; (iii) half of the Title Company's fees for its services as escrow agent; and (iv) any other charges or prorations as required herein to be paid by Seller hereunder or as provided in the Purchase Agreement.

(c) At Closing, Purchaser shall pay: (i) the entire cost of the Commitment, title policy and any endorsements, and any ALTA survey obtained by Purchaser; (ii) the cost of recording the Deed and any mortgage granted by Purchaser, if any; (iii) half of the Title Company's fees for its services as escrow agent hereunder; and (iv) any other charges or prorations as required herein to be paid by Purchaser hereunder or as provided in the Purchase Agreement..

5. **Condemnation and Eminent Domain.** If Seller's Property, or the Property after such area is subdivided, is subjected to a taking, either total or partial, by eminent domain for any public or quasi-

public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser, this Agreement shall terminate, in which event all monies and documents deposited by Purchaser in escrow shall be returned to Purchaser, and Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them and this Agreement shall be of no further force or effect.

6. **Notices.** All notices required or permitted under this Agreement shall be in writing and (1) delivered in person, (2) sent email with a hard copy deposited in the mail the same day, (3) sent next business day by a reputable, nationally recognized overnight courier; or (4) mailed by certified mail, postage prepaid, and addressed to the following:

If to Seller: City of Oxford
15 South College Avenue, Oxford, OH, 45056
Oxford, Ohio 45056
Email: delriott@cityofoxford.org
Attn: Douglas R. Elliott, Jr.

with a copy to: Christopher R. Conard
Coolidge Wall Co., L.P.A.
33 West First Street, Suite 200
Dayton, Ohio 45402
Email: conard@coollaw.com

If to Purchaser: Episcopal Retirement Services Affordable Living LLC
3870 Virginia Avenue
Cincinnati, Ohio 45227
Email: dsteward@erslife.org
Attn: Chief Financial Officer

7. **Broker's Commission.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees with respect to this Option or the negotiation hereof. The parties herein further agree to indemnify the other against, hold harmless from, all liabilities arising from any such claim (including without limitation, the cost of counsel fees in connection therewith) in the event of any breach of this representation.

8. **Damage/Destruction.** If, before the Closing Date, any part of Seller's Property, or Property once subdivided, is materially destroyed or damaged, this Agreement shall terminate, in which event all monies and documents deposited by Purchaser in escrow shall be returned to Purchaser, and Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them, and this Agreement shall have no further force or effect.

9. **Time of Essence.** The parties agree that time is of the essence and that the failure of a party to perform any act on or before the date specified herein for performance thereof shall be deemed cause for the termination hereof by the other party, but only to the extent specifically provided herein, without prejudice to other remedies available for default hereunder.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. The Purchaser may assign this Agreement to a party that is related to the Purchaser, and upon any such assignment, the assignee shall have all of the rights, remedies, and obligations as if it were the Purchaser named hereunder, provided, however, upon such

Purchaser shall not be released from its obligations hereunder. From and after any such assignment, the term "Purchaser" shall refer to such assignee. It is specifically understood and agreed that the Purchaser named herein will not be the Purchaser named under the Purchase Agreement and will have no obligations to Seller thereunder.

11. **Entire Agreement; Amendment.** This Agreement (which includes all exhibits hereto) embodies the entire agreement and understanding between the parties relating to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are hereby revoked, cancelled and rescinded and are all merged herein and superseded hereby. Any amendment or modification to this Agreement must be reduced to writing and signed by both parties in order to be effective.

12. **Counterparts; Waiver.** This Agreement may be executed in two or more counterparts and delivered by email in PDF format, and each of which counterparts shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any waiver of the performance of any covenant, condition or promise by either party, in order to be effective, must be in a writing signed by the party who has allegedly waived the covenant, condition or promise in question.

13. **Severability.** Should any part, term or provision of this Agreement or any document required herein to be executed or delivered be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

14. **Interpretation.** The neuter gender includes the feminine and masculine, and vice-versa, and the singular number includes the plural. The word "person" includes, in addition to any natural person, a corporation, partnership, firm, trust, association, governmental body or other entity. The captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

15. **Construction.** The parties hereto agree that each party and its counsel or advisor have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

16. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Ohio. The exclusive venue for any litigation resulting from this Agreement is Butler County, Ohio.

17. **Miscellaneous.**

(a) As used herein, a business day shall mean any day other than Saturday, Sunday or other day that commercial banks in the State in which the Property is located are authorized or required to close under applicable law. In the event that the expiration of any time period hereunder shall expire on a Saturday, Sunday or legal holiday, then such time period shall be extended until the close of business on the next following business day.

(b) Purchaser shall have the option, at Purchaser's expense, to require Seller to record against Seller's Property in the Butler County land records a memorandum referencing Purchaser's purchase option as provided in this Agreement.

[The balance of this page is intentionally left blank. Signature page(s) follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the last date specified below.

SELLER:

CITY OF OXFORD,
an Ohio municipal corporation

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

Date: April ____, 2021.

PURCHASER:

**EPISCOPAL RETIREMENT SERVICES
AFFORDABLE LIVING LLC,**
an Ohio nonprofit limited liability company

By: _____
Daniel P. Steward, Chief Financial Officer

Date: April ____, 2021.

012081\00628\01138959

EXHIBIT A

Description of Seller's Property

EXHIBIT B

Legal Description of Property



Office of the Mayor

Proclamation

Whereas:

on April 22, 1970, United States Senator Gaylord Nelson of Wisconsin and Denis Hayes organized the first nation-wide day devoted to environmental awareness and education that was celebrated by an estimated 20 million Americans; and

WHEREAS, this day of environmental awareness and education is celebrated world-wide in some 180 countries, with the participation of over 4,000 separate organizations; and

WHEREAS, individuals and institutions have a mutual responsibility to seek ecological, economical and ethical choices that enable the world, as well as our individual communities, to establish and maintain sustainable societies.

NOW, THEREFORE, I, Michael Smith, Mayor of the City of Oxford, Ohio, do hereby proclaim that on Thursday, April 22, 2021 the City of Oxford will recognize and participate in the national and international celebration of:

'EARTH DAY'

I urge all citizens to celebrate Earth Day and to remind each person of their right and responsibility to the wise use of this global home, to heal, preserve and improve the Earth and the quality of life for this and future generations, and to approach every day as an Earth Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 6th day of April, 2021.


MICHAEL SMITH, MAYOR





The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for 2021 Curb, Gutter & Sidewalk Special Assessment Program
BUDGETED AMOUNT:	\$ 150,000
ACCOUNT CODE:	417.750.52340
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 4-2-21 MBD 3/25/21

Discussion: The 2021 capital improvement plan includes \$150,000 in funding for the repair of defective curb, gutter, and sidewalk in advance of street pavement resurfacing. On Feb. 16, 2021, the City Council approved **Resolution No. 7262** authorizing Staff to move forward with a special assessment project to repair defective curb, gutter, and sidewalk as defined in Exhibit "A" in the Resolution.

Staff prepared and filed plans with the City Clerk as required by ORC 729.03 and the Clerk served notice to the properties involved. The City advertised this project for bids on March 12 and 19, 2021 in the *Journal News* as well as multiple plan clearinghouses. Bids were opened on March 25, 2021, with two bidders submitting the following results:

Adleta Construction	\$145,356.20
R.A. Miller	148,481.80

The City has worked with Adleta Construction on numerous contracts in the past; all with very favorable outcomes. It is important that this work, particularly the curb & gutter, be completed prior to street resurfacing operations in July.

Once work has been completed by the contractor, Staff will request that Council authorize an Ordinance assessing improvement costs in accordance with Ohio Revised Code. Owners will have the opportunity to pay for the improvements in cash within 30 days of the assessing Ordinance. Should an owner choose not to pay in cash, levied amounts will be paid in five annual installments with an interest rate on deferred payments at 5% (final rate to be determined by the City Council with passage of the special assessment Ordinance).



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

Staff recommends the City Council authorize the City Manager to enter into an agreement with Adleta Construction, Inc. for the construction and replacement of designated curb, gutter, and sidewalk per project specifications at a cost of \$145,356.20. Staff is also requesting a 3.2% contingency in the amount of \$4,643.80, therefore the contract amount not to exceed shall be **\$150,000.00.**

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADLETA CONSTRUCTION, INC. FOR THE CONSTRUCTION AND REPLACEMENT OF DESIGNATED CURB, GUTTER, AND SIDEWALK PER PROJECT SPECIFICATIONS AT A COST OF \$145,356.20 PLUS A CONTINGENCY IN THE AMOUNT OF \$4,643.80 FOR A TOTAL COST NOT TO EXCEED \$150,000.00.

WHEREAS: the City advertised for bids in the *Journal News* and with multiple plan clearinghouses on March 12, 2021 and on March 19, 2021. Two (2) sealed bids were opened and publicly read on March 25, 2021. The lowest and best bid was provided by Adleta Construction, Inc. in the amount of \$145,356.20; and

WHEREAS: the City Manager and the Service Director recommend Council accept the bid of Adleta Construction, Inc. for the construction and replacement of designated curb, gutter, and sidewalk per project specifications at a cost of \$145,356.20 plus a contingency in the amount of \$4,643.80 for a total cost not to exceed \$150,000.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and accepts the bid of Adleta Construction, Inc. for the construction and replacement of designated curb, gutter, and sidewalk per project specifications at a cost of \$145,356.20 plus a contingency in the amount of \$4,643.80 for a total cost not to exceed \$150,000.00.

SECTION 2: Council further authorizes the City Manager to enter into a contract with Adleta Construction, Inc. for the construction and replacement of designated curb, gutter, and sidewalk per project specifications at a cost of \$145,356.20 plus a contingency in the amount of \$4,643.80 for a total cost not to exceed \$150,000.00.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for 2021 Ford F-450 Truck Bed and Equipment
BUDGETED AMOUNT:	\$ 80,000
ACCOUNT CODE:	122.720.52520
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE</i> 4-2-21 <i>MBE</i> 3/26/21

Discussion: The 2021 capital improvement plan includes \$80,000 for the replacement of truck number 08-62. This vehicle is operated by the Streets & Maintenance Division of the Service Department and is used extensively for snow plowing and road deicing operations, residential yard waste collection, and street maintenance operations. The current vehicle is 13 years old and is reaching the end of its useful life.

Sourcewell (aka National Joint Purchasing Alliance) offers a national contract (# 080818BPC) for supplying a stainless steel dump body, hydraulic system and hoist, hitch plate, salt spreader, snowplow, and supplemental equipment at a cost of \$40,005.94. This equipment will be installed on the 2021 Ford F-450 cab & chassis listed on the April 6, 2021 City Council agenda.

Staff recommends the City Council authorize the City Manager to enter into an agreement with **K. E. Rose Company** for the purchase of specified equipment listed in Estimate # 21-34094, dated March 24, 2021, for an amount not to exceed **\$40,005.94**. The total budget approved by City Council for this truck and equipment is \$80,000.00. The two contracts for the complete build total \$79,973.94.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH K. E. ROSE COMPANY FOR THE PURCHASE OF SPECIFIED EQUIPMENT LISTED IN ESTIMATE #21-34094 DATED MARCH 24, 2021 FOR AN AMOUNT NOT TO EXCEED \$40,005.94.

WHEREAS, the 2021 Capital Improvement Plan includes \$80,000.00 for the purchase of a replacement truck, body and associated equipment for use by the Streets & Maintenance Division of the Service Department; and

WHEREAS, the National Joint Purchasing Alliance offers a national contract for supplying a stainless steel dump body, hydraulic system and hoist, hitch plate, salt spreader, snowplow, and supplemental equipment provided by K.E. Rose Company to be installed on the Ford F-450 cab & chassis per the April 6, 2021 Council agenda item number 5.6 at a cost of \$40,005.94; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an agreement with K.E. Rose Company for the purchase of specified equipment listed in Estimate #21-34094 attached hereto as Exhibit "A" to be installed on the Ford F-450 cab & chassis per the April 6, 2021 Council agenda item number 4.H. at a cost not to exceed \$40,005.94.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and accepts the pricing through the National Joint Purchasing Alliance's national contract for the purchase of specified truck equipment provided by K.E. Rose Company at a cost not to exceed \$40,005.94.

SECTION 2: Council further authorizes the City Manager to enter into an agreement with K.E. Rose Company for the purchase of specified equipment listed in Estimate #21-34094 attached hereto as Exhibit "A" to be installed on the Ford F-450 cab & chassis per the April 6, 2021 Council agenda item number 5.6. at a cost not to exceed \$40,005.94 which has been appropriated in the 2021 budget.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

EXHIBIT 'A'



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
City of Oxford 101 East High St. Oxford, Oh 45056

Date	Estimate #
3/24/2021	21-34094

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
Available via Sourcwell Contract 080818BPC Air Flow PCS 9 4 yard 9ft dump body, 304 stainless steel, crossmemberless construction, double wall construction, 4 way tailgate, fully welded, 45 degree dirt shedding rub rails, EZ latch tailgate, 17" sides, 23" 3 panel tailgate, fully boxed top rail and tailgate, 2" floor to side radius, continuous welded, side board pockets, full depth rear corner post, 1/4 cab shield bolted in place, double acting scissor hoist 9 ton (NTEA class 40) with subframe operating on central hydraulics.	1	13,874.00	13,874.00T
FORCE ONE hydraulic system, hot shift PTO with direct mount pump (F450/550 and 62R required), SSC5100 EX electronic spreader control, electric over hydraulic joystick control provides single stick operation of plow and hoist, VT12 valve tank reservoir with enclosure with suction strainer with indicator, filter, breather, sight guage, temperature guage, ball valve, return filter, electric bank spool valve for bed up/down with 500 psi down relief, plow angle, plow lift, auger, spinner and prewet capable, lines with disconnects run to rear of truck for spreader. System includes independent return lines with swivel JIC fittings, Parker 451TC tough cover hose and Parker steel hi pressure fittings for long life.	1	11,000.00	11,000.00T
Buyers Hitch plate D-rings, receiver, 16000 lb capacity, trailer plug 7 WAY RV	1	750.00	750.00T
Furnish poly fenders over rear wheels	1	500.00	500.00T
We look forward to your order. Should you wish to make any changes please call for quote.			
Sales Tax (0.0%)			
Total			

All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.

Signature



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Your Upfitting Needs in Southwest Ohio

Estimate

Name / Address
City of Oxford 101 East High St. Oxford, Oh 45056

Date	Estimate #
3/24/2021	21-34094

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	GB			

Description	Qty	Cost	Total
92420SSA Buyers undergate salt spreader, stainless steel, direct drive motor, quick mount brackets. (Warren AC620 stainless steel spreader available same cost).	1	2,990.00	2,990.00T
Buyers light oval, multi function stop tail turn and strobe, backup LED	2	70.97	141.94T
Buyers EX90 snowplow, (Western 8'6" Pro Plus snowplow, Ultra mount 2 hitch, operating on central hydraulics, halogen lights, 2 year warranty available same cost)	1	3,950.00	3,950.00T
Labor to install dump body, hoist, salt spreader, snowplow, fenders, trailer hitch, rear warning lights, central hydraulic system, hoses, disconnects, controls, undercoat, paint components that are not stainless steel	85	80.00	6,800.00T
Option: If clutch pump hydraulics is utlized in lieu of PTO please add \$1000.00		0.00	0.00T

We look forward to your order. Should you wish to make any changes please call for quote.	Sales Tax (0.0%)	\$0.00
All Invoices over \$500.00 Paid by CREDIT CARD are subject to a 3% Credit Card Fee.	Total	\$40,005.94

If estimate is accepted, please circle any option which is needed but not shown in estimate total. A new estimate will be provided. Insert P.O. # in block provided. Please sign and date and return by fax at your convenience

Signature _____



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police
PREPARED BY:	John A. Jones, Chief of Police
DATE PREPARED:	March 29, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Ordinance amending Section 353.05 of the Oxford Codified Ordinances entitled Payment; Amounts and Time Limitation
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

DISCUSSION:

Currently, Section 353.05 specifies specific rates for single space meters and multi-space meters based on the maximum parking time. High density parking areas as defined by the City Manager and Police Chief, are set at a rate of \$.50 per hour and other metered areas are set at a rate of \$.25 per hour. This section also contains language concerning the rate at short term meters, which are not currently used in Oxford.

The proposed changes and eliminations in the language of this section, will allow parking rates to be set per the annually updated Fee Ordinance. This existing ordinance language requires changes be made in both the Fee Ordinance and Section 353.05 which is cumbersome. New smartmeter technology that staff is proposing to purchase and install, will allow greater flexibility in rates, time limits, and short term meter spots that can be programmed rather easily. We believe it is appropriate to designate these rates in the Fee Ordinance that City Council will review each year.

Currently, the Fee Ordinance sets parking meter rates as follows:

Short Term Meters 0.25 per 30 minutes
High Density Parking Areas 0.50 per hour
South Campus Avenue 0.50 per hour
Side street 2 hour meters 0.25 per hour
Side Street 10 hour meters 0.25 per hour
Parking garage meters 0.50 per hour
Smart Meter/pay station rate up to 1.00 per hour

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 353.05 ENTITLED PAYMENT; AMOUNTS AND TIME LIMITATIONS AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 353.05 ENTITLED PAYMENT; AMOUNTS AND TIME LIMITATIONS.

WHEREAS, the proposed additions and deletions to Section 353.05 of the Oxford Codified Ordinances entitled Payment; Amounts and Time Limitations will allow parking meter fees to be set per the annually updated Fee Ordinance and not duplicated in Section 353.05 of the Oxford Codified Ordinances; and

WHEREAS, the City Manager and the Police Chief recommend repealing Oxford Codified Ordinance Section 353.05 entitled Payment; Amounts and Time Limitations and adopting new Oxford Codified Ordinance Section 353.05 entitled Payment; Amounts and Time Limitations to allow parking meter fees to be set per the annually updated Fee Ordinance and not duplicated in Section 353.05 of the Oxford Codified Ordinances.

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

SECTION I: Council hereby accepts the recommendation of the City Manager and the Police Chief and repeals Oxford Codified Ordinance Section 353.05 entitled Payment; Amounts and Time Limitations and adopts new Oxford Codified Ordinance Section 353.05 entitled Payment; Amounts and Time Limitations to allow parking meter fees to be set per the annually updated Fee Ordinance and not duplicated in Section 353.05 of the Oxford Codified Ordinances as follows (additions are bolded and deletions are struck through):

353.05 PAYMENT; AMOUNTS AND TIME LIMITATIONS.

(a) The owner or operator of a vehicle, upon entering a single-space meter space, **or a multi-space meter space, garage, or lot** during the hours of operation as provided in Section 353.03(a), shall immediately deposit, **or cause to be deposited in the appropriate meter or multi-space meter, the required fee in coins or cash (where allowed) of the United States, or by token, credit card, parking card or other methods as approved by the Chief of Police.** ~~a coin or combination of coins of the United States in the parking meter situated at the side or front of the parking space and operate said meter according to the instructions thereon.~~ Failure to do so shall constitute a violation of this section. Upon deposit of the appropriate **funds and required** ~~coin or coins and placing the meter in operation,~~ the parking space may be lawfully occupied by such vehicle during the period of parking time prescribed for the particular amount deposited.

(b) If any vehicle is left parked in a single-space meter space for such length of time that the single-space meter indicates by a proper signal that the lawful parking period has expired, such vehicle shall be parked overtime in violation of this section and the parking of such vehicle overtime shall be unlawful. Parking a vehicle during any unexpired time remaining on a meter and left by a prior user of the meter shall not be considered a violation of this section or of subsection (a).

~~—(c) The owner or operator of a vehicle shall, upon entering a multi-space meter space during the hours of operation as provide in Section 353.03(a), shall immediately deposit, or cause to be deposited in the appropriate multi-space meter, the required fee in coins or cash (where allowed) of the United States, or by token, credit card, parking card or by other methods as approved by the Chief of Police. Payment shall be made in the manner and amount as indicated on said multi-space meter, and, if so required, owner or operator must return to the vehicle and place purchased receipt, face up and conspicuously upon the driver's side dashboard of the parked vehicle. Upon appropriate deposit, the parking space may be lawfully occupied by such vehicle during the period of parking time prescribed for the particular amount deposited.~~

(d) (c) If a multi-space meter is out of order or unable to accept payment or issue a receipt, payment shall be made at the next available multi-space meter. In no case shall parking in a multi-space meter area be allowed without payment, except as otherwise described. If any vehicle is left parked in a multi-space meter space for such length of time in excess of the parking time prescribed for the particular amount deposited, such vehicle shall be parked overtime in violation of this section and the parking of such vehicle overtime shall be unlawful.

(d) Rates for single-space and multi-space meters shall be set by the Fee Ordinance.

~~(e) Single-space and multi-space meters with a maximum parking time of thirty (30) minutes shall be adjusted so as to provide thirty (30) minutes of parking time upon the deposit of twenty-five (25¢) cents.~~

~~—(f) Single-space and multi-space meters with a maximum parking time of two hours shall be adjusted so as to provide one hour of parking time upon the deposit of twenty-five cents (25¢); however, single-space and multi-space meters located in high-density parking areas (as defined by the City Manager on report and recommendation from the Chief of Police) with a maximum parking time of two hours shall be adjusted so as to provide one hour of parking time upon the deposit of fifty cents (50¢).~~

~~—(g) Single-space and multi-space meters with a maximum parking time of ten (10) hours shall be adjusted so as to provide one hour of parking time upon the deposit of twenty-five cents (25¢) however, single-space and multi-space meters located in high-density parking areas (as defined by the City Manager on report and recommendation from the Chief of Police) with a maximum parking time of ten hours shall be adjusted so as to provide one hour of parking time upon the deposit of fifty cents (50¢).~~

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for 2021 GMC 3500 Cab & Chassis – State Contract
BUDGETED AMOUNT:	\$ 51,000
ACCOUNT CODE:	320.811.65145
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i> <i>MBD 3/26/21</i>

Discussion: The 2021 capital improvement plan includes \$51,000 for the replacement of truck number 01-30. This vehicle is operated by the Water Distribution Division of the Service Department and is used extensively for maintenance including hydrant flushing, utility operations, and the repair of water main breaks. The current vehicle is 20 years old and is reaching the end of its useful life.

The State of Ohio Dept. of Administrative Services offers a contract for a 2021 GMC 3500 cab & chassis vehicle - #RS900621-4; Index # GDC093; item #32AT. The base price with specified options (attached) for the cab & chassis is \$29,301.00.

Staff recommends the City Council authorize the City Manager to enter into an agreement with Bob Ross Auto Group for the purchase of a 2021 GMC 3500 cab & chassis for an amount not to exceed \$29,301.00. As this contract is only for the cab & chassis, supplemental equipment including the truck bed/body, crane, and lighting will be provided by other vendors and will remain within the budget amount for this line item.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BOB ROSS AUTO GROUP FOR THE PURCHASE OF A 2021 GMC 3500 CAB & CHASSIS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$29,301.00.

WHEREAS, the 2021 Capital Improvement Plan includes \$51,000.00 for the purchase of a replacement truck for use by the Water Distribution Division of the Service Department; and

WHEREAS, the existing vehicle is 20 years old, reaching the end of its useful life and has been budgeted for replacement; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an agreement with Bob Ross Auto Group for the purchase of a 2021 GMC 3500 cab & chassis at state contract pricing at a cost not to exceed \$29,301.00; and

WHEREAS, as this agreement is only for the cab & chassis, supplemental equipment including the truck bed/body, crane and lighting shall be provided by other vendors and shall remain within the budgeted amount for this line item.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and accepts the state contract pricing for the purchase of a 2021 GMC 3500 cab & chassis at a cost not to exceed \$29,301.00.

SECTION 2: Council further authorizes the City Manager to enter into an agreement with Bob Ross Auto Group for the purchase of a 2021 GMC 3500 cab & chassis at state contract pricing at a cost not to exceed \$29,301.00, which has been appropriated in the 2021 budget.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



Government Sales Department
85 Loop Road - Centerville, OH 45459
Phone (866) 674-6730 Fax (513) 732-2868
Email: fleet@bobrossauto.com

SALES QUOTATION



Date: 3/25/21
To: Eric Keebler
City of Oxford

Phone:
Fax:
Email: ekeebler@cityofoxford.org

We are pleased to quote the following vehicle per the State of Ohio Contract #R3900621 Index # GDC093
Item #32AT Cab & Chassis 12,800lb DRW 2WD Regular Cab Flex Fuel

Qty.	Order	Description	Each	Total
1	TC36005	2021 GMC 3500 Sierra 12,800 lb. DRW 2WD Regular Cab Flex Fuel	\$27,572.00	\$27,672.00
0	DEL	Delivery Charge Per Mile, Per Round Trip Map Mileage	\$0.50	\$0.00
1	MDC	Minimum Delivery Charge	\$105.00	\$105.00
0	TAG	30-Day Tag	\$18.50	\$0.00
0	PM	Parts Manual (Paper)	\$925.00	\$0.00
0	SM	Service Manual (Paper)	\$325.00	\$0.00
1	SH1	Additional Key with FOB Enabling Electronic Keyless Entry	\$139.00	\$139.00
1	AB7	Vinyl Seat Covering (Please Specify on PO)	\$0.00	\$0.00
1	Z82/JL1	Tow Hitch / 7-Pin Plug / Brake Controller	\$560.00	\$560.00
1	RCS	All Terrain Tires	\$199.00	\$199.00
1	DPN	Trailer Towing Mirrors	\$0.00	\$0.00
1	BS3	Backup Alarm	\$136.00	\$136.00
0	SBE	Seat Belt Extender (1 Unit)	\$0.00	\$0.00
1	CAB	Dual Batteries/ Alternator	\$265.00	\$265.00
0	DUMP	2 Yard Dump Body	\$7,820.00	\$0.00
0	TX31403	84" CA in lieu of 60" CA (NA w/2Yard Dump Body)	\$500.00	\$0.00
0	LML	Diesel Engine	\$9,499.00	\$0.00
Primary Contract Total				\$29,076.00
Additional Off-Contract Options				
0	KG3	Uplifter Switches	\$225.00	\$225.00
Secondary Contract Total				\$225.00
Grand Total				\$29,301.00

Please indicate below selected color choice of vehicle

___ Summit White ___ Onyx Black

To place your order please fax quotation and copy of primary and secondary purchase orders to our government sales office at 1-513-732-2868.
Within 3-5 business days you should receive an order conformation from our office to confirm your order. If not, contact our sales office at 866-674-6730.

Thank you,
Bob Ross Bulck, Inc.
Government Sales

Please acknowledge your acceptance of the above quotation by signing this document.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Division of Police
PREPARED BY:	Lt. Geoffrey W. Robinson
DATE PREPARED:	29 MAR 2021
COUNCIL MEETING DATE:	6 APR 2021
AGENDA TITLE:	A Resolution authorizing the City Manager to enter into a contract with Parr Public Safety Equipment for the purchase of specified equipment to outfit two (2) Ford Interceptor Utility Vehicles for the Police Division at a cost not to exceed \$23,424.96.
BUDGETED AMOUNT:	\$96,300.00
ACCOUNT CODE:	140.110.61104
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

DISCUSSION:

The 2021 Capital Improvement budget includes \$96,300 in the Capital Equipment Fund for the purchase of police vehicles and equipment necessary to maintain the operating integrity of the Police Department. City Council approved the purchase of two (2) Ford Interceptor Utility vehicles during its 2 FEB 2021 meeting.

The Police Division placed the order for those two vehicles in early February and recently learned they are set for delivery in late April. Staff worked with Parr Public Safety (formally Camp Safety Equipment, Inc.) to construct a build out list and quote for police equipment to be installed in the



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

vehicles. This equipment includes sirens, emergency lights, computer equipment racks/consoles, prisoner safety compartment and other electronic equipment needed for day to day operations. It should be noted that there is a slight change in our usual specs due to the Hybrid model vehicles ordered. Parr will also provide installation of radar equipment, weapons vault, and modem/router equipment that has already been procured by the city.

This resolution will authorize the City Manager to enter into a contract with Parr Public Safety Equipment for purchase and installation of listed police, vehicle equipment for (2) Ford Interceptor Utility Vehicles at State Contract pricing for an amount not to exceed \$23,424.96.

State Contract: MMA7607

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARR PUBLIC SAFETY EQUIPMENT FOR THE PURCHASE OF SPECIFIED EQUIPMENT TO OUTFIT TWO (2) FORD INTERCEPTOR UTILITY VEHICLES FOR THE POLICE DIVISION AT A COST NOT TO EXCEED \$23,424.96.

WHEREAS, the 2021 Capital Improvement Plan includes funds for the purchase of specified equipment to outfit two (2) Ford Interceptor Utility Vehicles for the Police Division; and

WHEREAS, equipment will include emergency lights, sirens, computer equipment racks/consoles, prisoner safety compartment and other electronic equipment needed for day to day operations; and

WHEREAS, the City Manager and the Police Chief recommend City Council authorize the City Manager to enter into an agreement with Parr Public Safety Equipment for the purchase of specified equipment to outfit two (2) Ford Interceptor Utility Vehicles for the Police Division at a cost not to exceed \$23,424.26.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and accepts the pricing from Parr Public Safety Equipment for the purchase of specified equipment at a cost not to exceed \$23,424.96.

SECTION 2: Council further authorizes the City Manager to enter into an agreement with Parr Public Safety Equipment for the purchase of specified equipment to outfit two (2) Ford Interceptor Utility Vehicles for the Police Division at a cost not to exceed \$23,424.96.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Quote

Page 1 of 3

Date	3/8/2021
Estimate #	EST26588

Bill To

City of Oxford
101 East High Street
Oxford OH 45056
United States

Ship To

Oxford, City of
101 East High Street
Oxford OH 45056
United States

Expires		Sales Rep		Memo		PO #	
6/6/2021		8 Bryan, John					
Terms		Build ID		Quote Approval Signature			
Net 30							
Item #	Vendor	Qty	Units	Description	Rate	Amount	Note
Note		1	EA	All Pricing at or below STS price level	0.00	0.00	
IB2SP1J	Whelen	2	EA	Liberty II Duo/WeCan Super-LED lightbar 54" Red/Blue primary white frontAmber rear secondary	2,430.00	4,860.00	
WCCP	Whelen	2	EA	WeCan control point model WCCP	126.00	252.00	
295SLSA6	Whelen	2	EA	Siren Amplifier w/ 9 Switch Light Control Programmable Tones High Current Switching #295SLSA6	399.90	799.80	
MKEZ105	Whelen	2	EA	E-Z LIGHTBAR MOUNT KIT #105 Police Interceptor Utility / 2020 / 54"-56"	48.98	97.96	
SA315P	Whelen	2	EA	Projector™ Compact 100W Composite Speaker 122db	189.00	378.00	
SAK67D	Whelen	2	EA	SA315 MT KIT FORD UTILITY DRVR	32.80	65.60	
MCRNTJ	Whelen	4	EA	Stud Mount Micron Split Red/Blue #01-066G182-J1C	93.53	374.12	
VTX609R	Whelen	2	EA	Vertex LED Single Light w/ 9' Cable Red #01-066B715-50F	79.98	159.96	
VTX609B	Whelen	2	EA	Vertex LED Single Light w/ 9' Cable Blue #01-066B715-20F	79.98	159.96	
IONJ	Whelen	8	EA	ION Super-LED Lighthouse Red/Blue #01-066C747-J0G	106.64	853.12	
VTX609C	Whelen	4	EA	Vertex LED Single Light w/ 9' Cable White	79.98	319.92	
IONR	Whelen	2	EA	ION Super-LED lighthouse Red #01-066C747-50G	106.64	213.28	
IONB	Whelen	2	EA	ION Super-LED Lighthouse Blue #01-066C747-20G	106.64	213.28	
MICROPAK-B	Code 3	2	EA	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs, single color, blue (Single Unit)	75.47	150.94	
MICROPAK-R	Code 3	2	EA	Directional, 6-Pack LED Hide-a-Blast, 12-12V, 29FPs,	75.47	150.94	



Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Quote

Page 2 of 3

Date	3/8/2021
Estimate #	EST26588

Item #	Vendor	Qty	Units	Description	Rate	Amount	Note
				single color, red (Single Unit)			
05.0512.513	Able 2	2	EA	8 Amp Mercury Switch with Clip	32.42	64.84	
C-VS-1012-INUT-H	Havis	2	EA	2020 FORD INTERCEPTOR UTILITY SPECIFIED ANGLED CONSOLE HOUSING	266.70	533.40	
CUP2-1001	Havis	2	EA	SELF- ADJUSTING DOUBLE CUP HOLDER Internally mounted dual cup holder, Self-adjusting 4" Equipment Space	47.63	95.26	
C-ARM-103	Havis	2	EA	Armrest for Consolidator Console, Console Mount, Hinged Pad (C-ARM-3)	77.96	155.92	
C-AP-0325	Havis	2	EA	Console, Accessory, Box, Internal mount, 3' Mounting space, 2.5' Deep	36.23	72.46	
C-DMM-3015	Havis	2	EA	2020 UTILITY INTERCEPTOR DASH MOUNT BRACKET KIT	376.81	753.62	
C-TCB-7	Havis	2	EA	Telescoping Computer Base for 6.375' H Consoles	103.95	207.90	
C-MD-204	Havis	2		Action Adapter, Low Profile Tilt/Swivel, 1.38' High, w/ short handle	61.64	123.28	
C-KBM-202	Havis	2	EA	Havis Rugged Keyboard Mount and Adapter Combination Replaced C-KBM-101	122.83	245.66	
14.0434	Able 2	2	EA	Multi-Port Accessory Box, 3 12VDC Outlets and 4 5VDC USB Outlets	32.81	65.62	
SS0009	Pro Gard	2		2020-current PIU Safe-Stop mod Ford Sedan & SUV Interceptors hardwire only	143.20	286.40	
PRPSP4704UIN...	Pro Gard	2	EA	Center Sliding Poly Window. Includes Recessed Panel and Lower Extension Panels. *Ford Utility Interceptor 2020*	728.00	1,456.00	
S4702UIN20OSB	Pro Gard	2	EA	Charcoal Grey ABS, Standard Transport Seat w/ 1/4" Poly Window Cargo Barrier and Outboard Seat Belts	1,361.60	2,723.20	
FP47UIN20	Pro Gard	2	EA	Charcoal Grey ABS, Floor Pan **2020 Ford PIU**	172.00	344.00	
WB47NPUIN20	Pro Gard	2	EA	Pair, Rear Steel Window Bars (for use with O.E.M. door panels only). *2020 Ford Utility Interceptor*	198.40	396.80	
DS4VP	Directed	2	EA	VIPER DS4VP system w/ bluetooth, harnesses, and Temp Sensor (DS4+ High current RS)	125.00	250.00	
THFON2	Directed	2	EA	DIRECTED Tharness 2013-2020 Ford DS4/DS4+	30.00	60.00	
D9146V	Directed	2	EA	VIPER D9146V 1-way 4-BTN DS4/DS4+ RF Kit 1/4 mile (7146V (x2) 6166T0	40.00	80.00	



Quote

Page 3 of 3

Parr Public Safety Equipment

6106 Bausch Rd
Galloway OH 43119
United States
(866) 320-7277
www.parrpse.com

Date	3/8/2021
Estimate #	EST26588

Item #	Vendor	Qty	Units	Description	Rate	Amount	Note
ECVDMLTST2	Sound ...	2	EA	LED Bus Dome/Cargo Light Surface Mount 7x3	36.18	72.36	
ECVDMLTAL00	Sound ...	2	EA	LED dome light Red/White White Lens Toggle Switch on Lens Universal	69.68	139.36	
Installation / In S...		2	EA	Installation / In Shop	2,775.00	5,550.00	
Installation Suppl...		2	EA	Misc installation hardware, wire, connectors, breakers/fuses, supplies - Level 3	150.00	300.00	
Freight		2	EA	Freight Added at Time of Shipment	200.00	400.00	
						Total	\$23,424.96



EST26588



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	March 29, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	PC-2020-18, PRELIMINARY SUBDIVISION, South Forest Edge, 17.97 acres, 21 single-family lots, 4 Leaf Development LLC, Owner, Bayer Becker, Agent
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

Proposal Summary:

On behalf of 4 Leaf Development, Etta Reed of Bayer Becker Engineers, is requesting a Preliminary Subdivision Plat approval, for 21 single-family residential lots, in a new subdivision called South Forest Edge. The area to be subdivided is 17.97 Acres of the 174 Acres originally planned in 2004. The subject property is zoned R-2A, which permits single and two family buildings for sale or rent. The proposal is to create sellable lots for 21 single-family homes, connected to the recently opened Lake Forest Drive. A new looping street and all necessary utilities will be constructed and dedicated for public use. On February 9 and March 9, Planning Commission reviewed the case, held a virtual hearing and with a vote of 7-0-0, found that the proposal complied with the City of Oxford Codified Ordinances with two waivers of code requirements and 11 conditions of approval.

1. Street lights shall be installed along all public streets in accordance with the Subdivision Regulations, including along the Lake Forest Drive frontage as determined necessary by staff.
2. A 10-foot wide multi-use path shall be constructed along the Lake Forest Drive frontage in-lieu of a sidewalk to the discretion of City staff.
3. Documentation related to stormwater management to ensure the funding of future maintenance/upkeep by all residents of the subdivision, including but not limited to easements, covenants and/or deed restrictions, shall be reviewed and approved by the Service Department and Law Director prior to being recorded on or with the Record Plat. Enforcement of said easements, covenants or restrictions shall not be the responsibility of the City.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

4. Street trees shall be planted along the Lake Forest Drive frontage in accordance with City specs.
5. Additional right-of-way shall be dedicated, and a flanking 10-foot utility easement established, along the US 27 frontage consistent with the Oxford Thoroughfare Plan, per City staff's discretion.
6. The Building Permit submission for each lot shall include a Tree Survey, and demonstrate adherence to all other requirements of the City's Tree Ordinance (Oxford Zoning Code Chapter 1148). Furthermore, a 40-foot wide conservation area shall be delineated and established along the eastern and southern boundaries of Lots 2-15 and shown on the record plat with corresponding restriction language to ensure the preservation of existing mature vegetation. No structures or development of any kind shall be permitted within the conservation area.
7. An 80-foot wide conservation area restriction shall also be established along the northern boundary of Lots 1 and 2, observing steeper slopes in this area. No structures or development of any kind shall be permitted within the conservation area.
8. Adequate vehicular and pedestrian accessibility to/from the public street shall be provided for any USPS cluster mailboxes installed for the subdivision, to the discretion of City staff.
9. All utilities, including but not limited to electric and telephone, shall be located underground.
10. Private residential driveways for Lots 1-21, with the exception of Lot 16, are prohibited from accessing US 27 or Lake Forest Drive. Lot 16 shall have its driveway access from Lake Forest Drive, and shall at staff's discretion, align with the cul-de-sac street planned in the Lake Forest Phase 1 Condos project to the north. Furthermore, to provide sufficient spacing from the intersection, the front yard (building) setback shall be positioned such that 100 feet of distance is provided from the centerlines of both US 27 and Lake Forest Drive to the front (building) setback line. Additional screening vegetation shall also be provided along US 27 to shield view of the dwelling.
11. A note alerting builders to high water tables in the area shall be included on the Record Plat.
12. A waiver is hereby granted to Section 1101.4(404)(D) to decrease the minimum connectivity index from 1.2 to 0.5, on condition that accessibility/connectivity of some kind be explored and an adequate solution reached between the applicant, City staff, and the Law Director.
13. A waiver is hereby granted to Section 1101.4(403) to allow the new public street to be 28 feet wide as opposed to 35 feet wide per the Typical Section in Attachment H, on condition that parking be allowed only on one side of the new street.

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION AND APPROVING THE PRELIMINARY SUBDIVISION APPLICATION FOR SOUTH FOREST EDGE (LAKE FOREST DRIVE) WITH CONDITIONS.

WHEREAS, Council hereby finds the Planning Commission held public hearings on February 9, 2021 and on March 9, 2021 in accordance with Chapter 1101 of the Codified Ordinances of the City of Oxford, on the application of 4 Leaf Development, LLC for a Preliminary Subdivision for South Forest Edge (Lake Forest Drive) consisting of 17.97 acres with 21 proposed lots; and

WHEREAS, the Planning Commission, after due deliberation found the application satisfied the basic code requirements in Chapter 1101 of the Codified Ordinances of the City of Oxford, and recommended approval of the Preliminary Subdivision application for South Forest Edge (Lake Forest Drive) with two waivers of code requirements and eleven conditions for approval.

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

SECTION 1: Council hereby accepts the recommendation of the Planning Commission and further approves the Preliminary Subdivision application for South Forest Edge (Lake Forest Drive) with the following waivers and conditions:

1. Street lights shall be installed along all public streets in accordance with the Subdivision Regulations, including along the Lake Forest Drive frontage as determined necessary by staff.
2. A 10-foot wide multi-use path shall be constructed along the Lake Forest Drive frontage in-lieu of a sidewalk to the discretion of City Staff.
3. Documentation related to storm water management to ensure the funding of future maintenance/upkeep by all residents of the subdivision, including but not limited to easements, covenants and/or deed restrictions, shall be reviewed and approved by the Service Department and the Law Director prior to being recorded on or with the Record Plat. Enforcement of said easements, covenants or restrictions shall not be the responsibility of the City.
4. Street trees shall be planted along the Lake Forest Drive frontage in accordance with City specifications.
5. Additional right-of-way shall be dedicated, and a flanking 10-foot utility easement established along the US 27 frontage consistent with the Oxford Thoroughfare Plan, per City staff's discretion.
6. The Building Permit submission for each lot shall include a Tree Survey, and demonstrate adherence to all other requirements of the City's Tree Ordinance (Oxford Zoning Chapter 1148). Furthermore, a 40-foot wide conservation area shall be delineated and established along the eastern and southern boundaries of Lots 2-15 and shown on the record plat with corresponding restriction language to ensure the preservation of existing mature vegetation. No structures or development of any kind shall be permitted within the conservation area.

7. An 80-foot wide conservation area restriction shall also be established along the northern boundary of Lots 1 and 2, observing steeper slopes in this area. No structures or developments of any kind shall be permitted within the conservation area.
8. Adequate vehicular and pedestrian accessibility to/from the public street shall be provided for any USPS cluster mailboxes installed for the subdivision, to the discretion of City staff.
9. All utilities, including but not limited to electric and telephone, shall be located underground.
10. Private residential driveways for Lots 1-21, with the exception of Lot 16, are prohibited from accessing US 27 or Lake Forest Drive. Lot 16 shall have its driveway access from Lake Forest Drive, and shall at staff's discretion, align with the cul-de-sac street planned in the Lake Forest Phase 1 condominium project to the north. Furthermore, to provide sufficient spacing from the intersection, the front yard (building) setback shall be positioned such that 100 feet of distance is provided from the centerlines of both US 27 and Lake Forest Drive to the front (building) setback line. Additional screening vegetation shall also be provided along US 27 to shield view of the dwelling.
11. A note alerting builders to high water tables in the area shall be included on the Record Plat.
12. A waiver is hereby granted to Section 1101.4(404)(D) to decrease the minimum connectivity index from 1.2 to 0.5, on condition that accessibility/connectivity of some kind be explored and an adequate solution is reached between the applicant, City staff and the Law Director.
13. A wavier is hereby granted to Section 1101.4(403) to allow the new public street to be 28 feet wide as opposed to 35 feet wide per the Typical Section in Attachment H, on condition that parking be allowed only on one side of the new street.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



MEMORANDUM
Community Development Department
513-524-5204

TO: Oxford Planning Commission

FROM: Zachary Moore, AICP
Planner

DATE: March 4, 2021

RE: **PC-2020-18 – Preliminary Subdivision (South Forest Edge)**, 1983 Lake Forest Drive, 17.97 acres, 21 single family lots, **4 Leaf Development LLC Applicant**

BACKGROUND

The Planning Commission first discussed Case No. PC-2020-18 at its meeting on February 9, 2021. The Commission heard from City staff, the applicant, and two nearby property owners located in Oxford Township to the east. The duration of presentations, comments, and discussion lasted a little over 2 hours, after which point a motion was passed to table the case to the next Planning Commission meeting, to give City staff and the applicant a chance to work through some of the concerns.

Since February 9, staff and the applicant had a chance to connect over the phone on February 24 and again on March 3. Staff shared a variety of potential solutions in the interest of reaching appropriate compromises on issues previously discussed in the staff report and by the Planning Commission. Staff believes five (5) distinct topics/subjects have emerged: (1) potential provision of a stub street to the east; (2) buffering considerations along the eastern property line while observing the City's recently adopted Tree Ordinance; (3) buffering along Lake Forest Drive on Lots 20 and 21 to provide additional screening for units located along Arbor Edge Trail; (4) suitability of the proposed Lot 16 building pad location; and (5) ensuring an adequate funding stream so that the two stormwater retention ponds may be commonly accounted for and maintained. These five topics are discussed individually below.

POTENTIAL STUB STREET

The Commission previously heard from Mr. Jacob Schulte and Ms. Sandra Burger, who are both nearby property owners to the east. Both Mr. Schulte and Ms. Burger are not in favor of a stub street being provided. The applicant has also voiced that they are not in favor of providing one, citing the adjacent agricultural land as lacking sewer and being located outside the City's corporate limits. The Commission had discussed the pros of cons of providing an additional access point.

In staff's initial recommendation from the February staff report, Condition #13 had addressed the issue of connectivity inclusive of a potential public street stub. Below are options the Commission may entertain for including and/or revising this condition based on the desired outcome, arranged from most preferred to least preferred.

- A. Staff's Preferred Option – Partial Stub and Paper Street:** Staff recommends that the southern elbow/knuckle be turned into a T-intersection, but building only a smaller segment of street for the sake

of accessing lots to the south. The end of the street should provide a temporary turnaround per the City's specs so emergency and other larger vehicles may be able to make a 180-degree turn in a forward motion. However, right-of-way would be dedicated all the way to the eastern property line, ensuring there is at least the opportunity for a direct connection in the future. Although the chances of additional development to the east may appear to be slim now, right now is the City's only opportunity to account for a potential "plug-in" to the existing system of public streets. If the Commission favors this option, Condition #13 could be worded as follows:

13. A waiver is hereby granted to **Section 1101.4(404)(D)** to decrease the minimum connectivity index from 1.2 to 1, on condition that the southern elbow/knuckle be made into a T-intersection, with a stub street leading off to the east but only built far enough to provide sufficient driveway access for private lots, leaving at least a 60 foot wide gap between the street and the property line in which existing trees may be preserved. The stub shall include full dedication of right-of-way to the eastern property line, as well as sidewalks, a temporary turnaround and appropriate easements as determined necessary by City staff.

B. Paper Street Only: In staff's view, the next best option is provision for a "paper street" – which essentially amounts to public right-of-way dedication, absent the construction of street-related infrastructure. An appropriate location for a paper street is roughly around the location of Lots 5 and 6. If the Commission favors this option, Condition #13 could be worded as follows:

13. A waiver is hereby granted to **Section 1101.4(404)(D)** to decrease the minimum connectivity index from 1.2 to 1, on condition that at least one paper street right-of-way within the vicinity of Lots 5 and 6, and meeting normal City specifications, be provided between Arbor Edge Trail and the site's eastern property line so as to allow for potential vehicular and pedestrian mobility in the future.

C. No Stub or Paper Street: The Commission may also decide that this subdivision should constitute an edge to the City's development pattern, and thus decide that no stub street, paper street, or connectivity of any kind should be provided to the east. If the Commission favors this option, Condition #13 could be worded as follows:

13. A waiver is hereby granted to **Section 1101.4(404)(D)** to decrease the minimum connectivity index from 1.2 to 0.5.

BUFFER ALONG EASTERN EDGE

In February, the Commission discussed at length a potential preservation buffer along the eastern property line in conjunction with finding an adequate solution to effectively comply with the City's newest Tree Ordinance provisions. A large majority of the new provisions fall within Zoning Code Chapter 1148 (Landscaping and Tree Preservation), though the Tree Ordinance process also entailed a number of other Code amendments, including some to the Subdivision Regulations. The Commission may also consider potential tree removal in a more subjective manner as now provided in Section 400 (General Statement), which states that a *development shall be laid out ... to minimize ... unnecessary impervious cover; and ... the complete removal of mature trees.*

The February staff report laid out four potential options to achieve compliance with Chapter 1148. The applicant agreed to the option of deferring tree surveys to the Building Permit stage, when individual lots are developed after being platted. However, this option did not solve the concern about private homeowners potentially removing mature vegetation in the rear portions of their lots following construction of their units, thus reducing the natural screening effect already in place.

Section 1148.05(b)(2)(D) of the Zoning Code currently offers developers an option to provide *a set of covenants and restrictions corresponding to a conservation area clearly delineated on the record plat, or delineated and described*

through means of a separate legal instrument. This essentially amounts to a private deed restriction. A similar mechanism was agreed to as part of the recent approval of South Farm Section IV, where restrictions were placed upon common open space parcels. Staff believes a similar mechanism could work in this situation, with a 40-foot wide conservation area situated to the rear of Lots 1-15. Language on the record plat could specify that certain activities, such as removal of invasive species or dead/diseased trees, are permitted. A copy of the exact language from the South Farm Section IV plat is provided in Exhibit A, attached to this memo. It should be noted that the rear yard setback in R-2A is 30 feet; however, staff feels a 40 foot distance would more effectively capture existing mature vegetation based upon the submitted Tree Survey for Lot 9. The applicant has noted in conversation they could agree to a 30 feet distance, but not 40 feet.

If the Commission favors the option as proposed by staff, it is further recommended that Condition #7 and #8 be worded as follows:

7. The Building Permit submission for each lot shall include a Tree Survey, and demonstrate adherence to all other requirements of the City's Tree Ordinance (Oxford Zoning Code Chapter 1148). Furthermore, a 40-foot wide conservation area shall be delineated and established along the eastern and southern boundaries of Lots 2-15 and shown on the record plat with corresponding restriction language to ensure the preservation of existing mature vegetation. No structures or development of any kind shall be permitted within the conservation area.
8. An 80-foot wide conservation area restriction shall also be established along the northern boundary of Lots 1 and 2, observing steeper slopes in this area. No structures or development of any kind shall be permitted within the conservation area.

BUFFER ALONG LAKE FOREST DRIVE (LOTS 20 & 21)

The applicant had previously objected to installing a buffer screen along the south side of Lake Forest Drive on Lots 20 and 21. The purpose of this buffer, as had been recommended by staff, was to screen view of the rear facades and back yard uses associated with Lots 17 thru 21 due to the proposed arrangement and relationship to Lake Forest Drive. **Section 410(B)** of the Subdivision Regulations allows the Commission to require buffering when *there is a need to shield ... from negative impacts of adjacent uses such as streets or railroads.*

Since the applicant desires not to establish a Homeowners Association (HOA) for the purpose of maintaining common amenities or features such as additional landscaping, this would leave any additional plantings to be inherited by the eventual private homeowners of Lots 20 and 21. In consideration of this position, staff recommends only plantings be provided (no mounding or fencing), and Condition #1 be worded as follows:

1. Lots 20 and 21 shall have driveway access from the new public street, and additional evergreen landscaping (arborvitae, shrubs, trees etc.) shall be provided along the Lake Forest Drive frontage. Such details shall be reviewed as part of the Construction Drawings and be bonded as necessary to ensure completion of the improvements. Such additional landscaping is to be initially installed by the developer but may upon completion eventually become a private homeowner maintenance responsibility.

LOT 16 BUILDING PAD LOCATION

Staff was previously concerned with the position of Lot 16's building pad in proximity to the intersection of Lake Forest Drive and US 27, a viewpoint also shared by at least some Commission members. As currently proposed, a new residential structure could be situated as close as 30 feet to either right-of-way line along the two thoroughfares. The Commission had previously reviewed a proposal for the opposite side of the intersection (Lake Forest Phase 1 Condos), which included a dwelling unit in similar proximity to the intersection, but buffered with mounding and landscaping.

Staff had previously suggested moving the building pad for Lot 16 behind that of Lot 15, effectively creating a panhandle-style lot arrangement, and then converting the original Lot 16 location into additional green space. That solution may not be as practical if an HOA is not established, as it would be an odd encumbrance for the future owner of Lot 16 to also be responsible for mowing/maintaining what will effectively be the gateway into a new residential area of the city. Furthermore, the applicant later indicated they would be willing to install additional vegetation along US 27 to help shield view of a future residence. Therefore, staff proposes the following options dependent upon the establishment of an HOA:

A. Maintain Original Lot 16 Location with Increased Setback & Landscaping, no HOA: The applicant has already agreed to dedicate additional right-of-way along US 27 consistent with the Oxford Thoroughfare Plan, thus this will already result in a greater setback distance by default (60 feet from centerline) for any future structure being built. To put the situation into perspective, existing residences along the west side of US 27 (3849 & 3841 Oxford Millville Rd) are approximately 100 feet from the US 27 centerline. To maintain the same setback envelope along the eastern side, staff recommends the front setback line along US 27 be increased from 30 feet to 40 feet, thus matching the western side (60 feet of right-of-way + 40 feet of setback = 100 feet total distance). This same distance should apply respectively to Lake Forest Drive as well. If the Commission favors this option, Condition #11 may be worded as follows:

11. Private residential driveways for Lots 1-21, with the exception of Lot 16, are prohibited from accessing US 27 or Lake Forest Drive. Lot 16 shall have its driveway access from Lake Forest Drive, and shall at staff's discretion, align with the cul-de-sac street planned in the Lake Forest Phase 1 Condos project to the north. Furthermore, to provide sufficient spacing from the intersection, the front yard (building) setback shall be positioned such that 100 feet of distance is provided from the centerlines of both US 27 and Lake Forest Drive to the front (building) setback line. Additional screening vegetation shall also be provided along US 27 to shield view of the dwelling.

B. HOA with Relocated Lot 16: So long as appropriate responsibility for maintaining the open ground near the intersection of Lake Forest and US 27 can be determined, whether by an HOA or other means, staff recommends Lot 16 be re-located as a panhandle lot behind Lot 15, with its driveway access off Arbor Edge Trail. If the Commission and applicant can agree to this option, Condition #11 may be worded as follows:

11. Private residential driveways for Lots 1-21 are prohibited from accessing US 27 or Lake Forest Drive; a note to this effect shall be included on the Record Plat. In addition, the Lot 16 building site shall be located to the rear of Lot 15 as presented by City staff, with the original building site location near the Lake Forest/27 intersection designated as green/open space. The applicant shall demonstrate appropriate provisions are put in place for future maintenance of the open space area prior to signing/recording of the Record Plat.

MAINTENANCE OF RETENTION PONDS

While largely not discussed during the February meeting, staff feels the topic of stormwater retention pond maintenance warrants some review by the Commission. Staff had previously recommended a condition (#4) requiring the applicant to work with the City's Service Department and Law Director to determine an adequate solution for funding of future maintenance/upkeep of the ponds. This condition was intended as a helpful reminder echoing Code requirements specified in **Section 411** of the Subdivision Regulations as follows:

Whenever any subdivision contains park areas, sewage treatment plants, water systems, drainage facilities or any other improvements to be used in common by persons living in the subdivision and which improvements cannot be maintained or are not maintained by an existing public agency, the deed restrictions applicable to the subdivision shall contain provisions establishing trusteeships and assessment procedures that will enable adequate care and maintenance to be provided for such improvements at the cost of persons residing in the subdivision.

The applicant has stated a desire for all retention pond maintenance responsibilities to reside with the private homeowners of Lots 16 and 20. This is not agreeable to City staff, as it is not consistent with our Code nor is it good planning practice to expect these homeowners to take on what should be a financial responsibility shared by all future homeowners within the subdivision. Staff acknowledges an exact solution may not be determined at the Planning Commission review stage, but slightly modified wording in Condition #4 will help to ensure proper steps are taken later down the road:

4. Documentation related to stormwater management to ensure the funding of future maintenance/upkeep by all residents of the subdivision, including but not limited to easements, covenants and/or deed restrictions, shall be reviewed and approved by the Service Department and Law Director prior to being recorded on or with the Record Plat. Enforcement of said easements, covenants or restrictions shall not be the responsibility of the City.

ORIGINAL CONDITIONS

For reference purposes, below is a list of the original 14 recommended conditions from the February 9 staff report. Conditions that are in **bold** are those the Commission may entertain revising per commentary in this memo.

1. **Lots 20 and 21 shall have driveway access from the new public street, and a buffer screen at least 20 feet wide shall be provided on these lots to shield view of rear yards from Lake Forest Drive. The buffer must include a combination of landscaping, mounding, fencing, and/or walls to the satisfaction of City staff. Such details shall be reviewed as part of the Construction Drawings and be bonded as necessary to ensure completion of the improvements.**
2. Street lights shall be installed along all public streets in accordance with the Subdivision Regulations, including along the Lake Forest Drive frontage as determined necessary by staff.
3. A 10-foot wide multi-use path shall be constructed along the Lake Forest Drive frontage in-lieu of a sidewalk to the discretion of City staff.
4. **Documentation related to stormwater management, including but not limited to easements, covenants and/or deed restrictions to ensure the funding of future maintenance/upkeep, shall be reviewed and approved by the Service Department and Law Director prior to being recorded on or with the Record Plat. Enforcement of said easements, covenants or restrictions shall not be the responsibility of the City.**
5. Street trees shall be planted along the Lake Forest Drive frontage in accordance with City specs.
6. Additional right-of-way shall be dedicated, and a flanking 10-foot utility easement established, along the US 27 frontage consistent with the Oxford Thoroughfare Plan, per City staff's discretion.
7. **The Building Permit submission for each lot shall include a Tree Survey, and demonstrate adherence to all other requirements of the City's Tree Ordinance (Oxford Zoning Code Chapter 1148).**
8. **Steep slopes on Lots 1 & 2 shall be preserved and protected by means of increased rear yard setbacks agreed to by City staff.**
9. Adequate vehicular and pedestrian accessibility to/from the public street shall be provided for any USPS cluster mailboxes installed for the subdivision, to the discretion of City staff.
10. All utilities, including but not limited to electric and telephone, shall be located underground.

11. **Private residential driveways for Lots 1-21 are prohibited from accessing US 27 or Lake Forest Drive. A note to this effect shall be included on the Record Plat.**
12. A note alerting builders to high water tables in the area shall be included on the Record Plat.
13. **A waiver is hereby granted to Section 1101.4(404)(D) to decrease the minimum connectivity index from 1.2 to 1, on condition that at least one public street stub is built to the site's eastern property line. The stub shall include a temporary turnaround and appropriate easements if determined necessary by City staff.**
14. A waiver is hereby granted to Section 1101.4(403) to allow the new public street to be 28 feet wide as opposed to 35 feet wide per the Typical Section in Attachment H, on condition that parking be allowed only on one side of the new street.

EXHIBIT A

SAMPLE CONSERVATION AREA RESTRICTION LANGUAGE

(From South Farm Section IV Final Plat)

CONSERVATION AREA

THE CONSERVATION AREA AS DELINEATED ON LOTS #3987, #3988 AND #3989 IS TO BE MAINTAINED BY THE OWNER AS PERPETUAL OPEN SPACE FOR PROTECTION AND PRESERVATION OF NATURAL FEATURES, INCLUSIVE OF TOPOGRAPHY, VEGETATION, AND WATER RESOURCES. USE AND MAINTENANCE OF THE AREA IS SUBJECT TO THE FOLLOWING PROVISIONS AND RESTRICTIONS:

1. NO GRADING, CLEARING, EXCAVATION OR DEVELOPMENT IS ALLOWED, INCLUDING BUT NOT LIMITED TO: DWELLINGS, STORAGE BUILDINGS, FENCING, DRIVEWAYS, PATIOS AND OTHER PAVED AREAS, POOLS, TILE FIELDS, SEPTIC SYSTEMS, WELLS, AND OTHER STRUCTURES OR IMPROVEMENTS OF ANY KIND.
2. TRIMMING OF TREES AND SHRUBS TO PREVENT OVERGROWTH IS ALLOWED, BUT THE TOTAL CLEARING OF EXISTING VEGETATION IS PROHIBITED.
3. ERADICATION OF INVASIVE SPECIES OF PLANT VEGETATION, INCLUSIVE OF NOXIOUS WEEDS, IS ALLOWED.
4. WILD FLOWERS, PERENNIAL BEDS, SHRUBS, GROUND COVER AND/OR OTHER COMPARABLE VEGETATION NOT CONSIDERED A NOXIOUS WEED OR INVASIVE SPECIES MAY BE REPLACED.
5. REMOVAL OF DEAD OR FALLEN TREES IS ALLOWED, INCLUDING REMOVAL OF DISEASED TREES OR ANY FOUND INFESTED WITH INSECTS DETERMINED BY APPLICABLE STATE OR FEDERAL AUTHORITIES AS TOO THREATENING AND DETRIMENTAL TO REMAIN.
6. WASTE, GARBAGE AND UNSIGHTLY OR OFFENSIVE MATERIALS ARE NOT PERMITTED AND MAY NOT BE ACCUMULATED WITHIN THE CONSERVATION AREA.

Case No:
PC-2020-18



Meeting Date:
February 9, 2021

STAFF REPORT

Community Development | Planning Commission

APPLICATION DETAILS

Applicant/Owner	4 Leaf Development LLC
Location	Lake Forest Drive (east side) – Parcel ID H4100143000006
Engineer	Bayer Becker c/o Etta Reed, PE
Action Request	Preliminary Subdivision
Current Use	Vacant Land
Current Zoning	R-2A Single- and Two-Family Residential District
Site Area	17.97 acres
Surrounding Land Uses	Vacant land to north and west; Agricultural land to east; Church to the south
Staff Recommendation	Approve , subject to recommended conditions

PROPOSAL SUMMARY

The property owner, 4 Leaf Development LLC, has submitted a Preliminary Subdivision application for a roughly 18-acre site located to the south and east of Lake Forest Drive. The subject site is on the very outer edge of the City's corporate limits, bordering Oxford Township to the south and east. The applicant proposes to subdivide the property into 21 individual single-family lots, resulting in a gross density of a little over 1 dwelling unit per acre. Two of the lots are proposed to contain retention ponds, to comply with the City's stormwater management regulations. The smallest lot size is 20,000 square feet, which equates to a little under half an acre. Some of the lots are much larger, particularly those at the corners of the site, with the largest totaling 2.17 acres. A new public street is to be constructed and will intersect twice with Lake Forest Drive, aligning with intersections planned for the Lake Forest Condominiums project recently heard by the Commission at the January meeting.

This type of application is what many in the profession would call a "straight" subdivision process, relying primarily on the design specifications in the City's Subdivision Regulations. Unlike a Planned Development, the submission adheres to the dimensional standards under the base zoning district as well as the normal density limits which are controlled by minimum lot size and lot width. Building architecture, amenities, and amount of open space are not traditionally considered negotiable as part of a straight subdivision submittal; rather, the controlling aspects such as maximum building height, maximum coverage, and minimum setbacks are derived from base codes. The focus of a subdivision review is more on the design and function of the proposed public and private infrastructure, as well as on natural resource preservation.

PUBLIC COMMENTS

Public notices were mailed to surrounding property owners and a sign was posted at the front of the property. The notice specifically addressed possible changes to the date, location and format of the meeting due to the COVID-19 pandemic, including the possibility of a video conference and/or teleconference format. As of the writing of this report, no written public comments have been received, and staff received one phone call from the Board President of Hopedale Unitarian Universality Community, a church located directly to the south of the subject property.

DEPARTMENT COMMENTS

Below are comments from City departments:

Department	Respondent	Response
Economic Development	Jessica Greene, Assistant City Manager Seth Copenbaker, Assistant to the City Manager	Returned with Comments
<i>We support this proposed project as it represents the goals of the Council and the CIC to attract homeowners and members of our local workforce to the City of Oxford</i>		
<i>Relevant metrics taken from the Housing Study that support this opinion</i>		
• These units represent housing for a population that is expected to grow in Oxford over the next five years • Projected increase of 135 households earning over \$100,000 annually • High need in homes in the over \$260K price range		
Engineering	Scott Otto, City Engineer	Returned with Comments
• Further review of detailed construction plans may require revisions to proposed water and sanitary sewer main locations. • Lake Forest Drive has an extra 5' of right-of-way adjacent to this development, therefore it is recommended to construct a 10' wide asphalt path instead of the proposed 5' wide sidewalk along Lake Forest Drive. A 10' wide path has been shown in this location since concept planning of Lake Forest Drive. It is also recommended to connect this path to the existing asphalt path at Southpointe Parkway. • Plats and deed covenants should include identification of easements and responsibilities for maintenance & inspection of the storm water facilities within the development including the retention ponds. • A Public Improvement Bond will be required for infrastructure improvements.		
Fire	John Detherage, Fire Chief	Returned without Comments
Police	John Jones, Police Chief	Returned with Comments
<i>This subdivision will sit on the very southern edge of the City so security and lighting is a concern for me. Patrols could be more infrequent unless police resources are increased and response times could be longer. So any crime prevention through environmental design that can be accomplished by the applicant would be encouraged.</i>		

SITE HISTORY

The site has been involved in numerous past applications and approvals by entities including the City of Oxford, as well as Butler County prior to annexation. A summary of relevant case history is provided below:

- **16 Dec 2004, Preliminary PUD Approval:** Butler County Commissioners approve application from 4-Leaf Development LLC to rezone approximately 174 acres of land from A-1 to B-PUD & R-PUD, by Res. 04-12-3188. A few notable requirements included a boulevard connector road, density cap of 12 du/ac, screening/mounding to block view of the PUD from US 27 and adjoining properties, and a minimum 50-foot wide perimeter buffer. Originally the area was planned as a combination of residential and office “tech park” uses.
- **23 May 2006, Development Agreement:** City of Oxford enters into a Development Agreement with 4-Leaf Development LLC and OXO1 Ltd. The agreement provided that the property would be zoned consistent with the prior-approved PUD.
- **7 Aug 2007, Annexation & Zoning Map Amendment:** City Council accepts annexation petition by Ord. No. 2965 and rezones PUD property to Oxford zoning classifications OI, R3, R1A, and R2A by Ord. No. 2966. These zoning classifications were found to most closely align with the PUD previously approved by the County. The Planning Commission minutes and staff report at the time reflected staff’s position that all areas rezoned to City zoning classifications should have a PUD overlay; however, the official adopted Ordinance did not give any mention to a PUD being retained.

COMMENTARY

Staff comments on site conditions and a number of key development aspects are provided below:

- **Density:** With 21 single-family lots proposed, the resulting gross density is 1.18 du/ac ($21 \div 17.79$ acres). The underlying R-2A zone has a minimum single-family lot size of 6,000 sq ft, which equates to 7.26 du/ac ($43,560 \text{ sq ft} \div 6,000 \text{ sq ft}$). Because all of the lots exceed 20,000 sq ft in size, the resulting density is much lower than what would be allowed by-right under the R-2A zoning restrictions. If the applicant were to maximize density by creating lots closer to the minimum size, the site could accommodate approximately 109 dwelling units when accounting for some area (15%) devoted to infrastructure. With this mind, the applicant is choosing to utilize approximately a fifth of their density rights. It is worth mentioning that the Butler County Preliminary PUD had identified this area as being developed with “½ acre lots (2 – 4 units/ac.),” so this proposal is remaining true to the original vision.
- **Dwellings:** Individual single-family dwellings built upon the planned lots will be controlled by the normal R-2A zoning parameters, including a 35-foot maximum building height, 30-foot front yard setback, 7.5-foot side yard setback, and a 30-foot rear yard setback. Dwelling unit size, layout and architecture is typically not considered as part of a straight subdivision application.
- **Landscaping/Screening:** As laid out, the back yards of Lots 17-21 will be visible from Lake Forest Drive. Lot 20 is technically a double frontage lot, fronting on both Lake Forest Drive and Arbor Edge Trail. Because these lots are located within the “field” area of the site, very little mature vegetation currently exists that could be preserved to help shield the homes from Lake Forest Drive, which in staff’s view will function as a collector roadway. Uses such as decks, pools, trampolines, sheds, patios, and the like could be visible to motorists and pedestrians traveling along Lake Forest Drive, and likewise lead to reduced privacy for future owners. *Sections 1101.4(409)(I) and 1101.4(410)(B)* of the Subdivision Regulations permit the Commission to require a 20-foot wide buffer to ensure adequate screening and privacy for dwellings in situations such as this. The buffer may consist of landscaping, fences, berms, etc. to achieve the desired screening outcome, and in this particular case could mirror the mounding and plantings planned for the condominium project on the west side of

Lake Forest. Staff recommends a landscaped buffer be installed per a recommended condition (#1). For all other locations within the subdivision, the presence of existing vegetation coupled with the Tree Ordinance provisions should help to effectively screen the rest of the dwelling units.

- **Lighting:** Street light information is not currently shown. *Section 1101.4(406)(F)* requires lights to be installed within 50 feet of every intersection as well as along street corridors at intervals not exceeding 400 feet. Staff recommends a condition (#2) to this effect, pertaining to both the new internal public street(s) and Lake Forest Drive, as may be necessary.
- **Lot Coverage:** The maximum coverages affecting each lot will be controlled by the R-2A district standards, which include a lot coverage max of 35%, front yard coverage max of 25%, and a building coverage max of 25%. These percentages will be checked as part of the Zoning review for each individual Building Permit.
- **Natural Resources and Tree Preservation:** Approximately 79 percent of the site is currently wooded, much of which is mature growth. Chapter 1148 of the Oxford Zoning Code (known locally as the “Tree Ordinance”) was adopted in May 2020 to ensure new developments are as harmonious as possible with existing natural resources and vegetation. The Chapter provides both tree planting and tree preservation requirements in *Sections 1148.04* and *Section 1148.05* respectively. The latter section requires all existing trees with a diameter at breast height (DBH) greater than 10 inches to either be preserved or replanted at a rate of one inch caliper for every 2 inches caliper removed. To facilitate enforcement of these standards, a tree survey is required for all new major subdivisions. Surveys need not account for exempted areas (i.e. development features such as streets, buildings, utility connections, etc.), and estimations can be accepted for sites over one acre in size. In addition, the Code offers developers the ability to avoid surveying altogether by reserving non-exempted areas for permanent preservation/protection, through means such as a conservation easement or set of legal covenants/restrictions. The applicant has submitted surveys for two of the planned lots (Lots 9 and 18), to offer a sampling of existing tree growth. Below are four options staff believes are available to the developer to satisfy the Tree Ordinance’s requirements:
 - a. Allocate a certain width of area behind Lots 1-15 as a separate parcel owned by the HOA, with conservation restrictions put in place on the Record Plat similar to what was done for South Farm Section IV. By having land behind lots held in common and not under individual ownership, this should help prevent disturbance for the sake of constructing accessory uses such as pools, detached garages, etc. An appropriate width would need to be agreed to by the Planning Commission and Council.
 - b. Pay an in-lieu fee up-front for the potential loss of trees to avoid placing an easement or other type of restriction. Allowing for a 115-ft exemption depth on Lots 1-15, this amounts to 5.13 acres of non-exempt area. The exhibit for Lot 9 shows 23 trees on 20,028 sq ft, equating to an estimated rate (density) of 50 trees per acre. $50 \times 5.13 = 256.5$, rounded down to 256. The 2021 Fee Ordinance specifies a per tree cost of \$458. $458 \times 256 = \$117,248$. This fee would go into the City’s tree planting program. The resulting fee could be further negotiated based on the exempt depth on lots, or the anticipated degree of tree removal.
 - c. Provide a conservation easement on Lots 1-15 and reach an agreement with a conservation-oriented third party entity acceptable to the City (e.g. Three Valley Conservation Trust) to hold and enforce the easement. City staff would review the easement agreement/language prior to being recorded along with the Record Plat. The easement could stipulate that certain forms of development (such as pools, etc.) may be allowed, so long as trees removed are compensated. Planning Commission and Council would need to agree to an appropriate width for the easement.

- d. Defer tree surveying and compensation requirements to the individual builders (at the Building Permit stage). A complete tree survey of non-exempt areas (back yards) would be required for each Permit, with any corresponding tree removal fees applied at the time. The applicant has indicated this is their preferred option, and staff recommends accepting it as a condition (#7).
- **Non-Vehicular Mobility:** The applicant proposes to construct sidewalks on both sides of the new public street, as well as along the east side of Lake Forest Drive. At the time the right-of-way was dedicated for Lake Forest Drive in October 2020, a larger amount of width was positioned to the eastern side to provide ample room for a bike path, with a lesser amount on the western side to accommodate a normal sidewalk. The idea is that a bike path should be built along Lake Forest and eventually connect to the path currently built along the south side of Southpointe Parkway. Staff recommends a condition (#3) to this effect.
 - **Open Space / Stormwater Retention:** There is no minimum open space requirement for straight subdivisions. However, spaces serving a common function are indeed planned, mainly to accommodate stormwater retention. An existing pond toward the south is proposed to be expanded, with a brand new retention pond also installed on the north end of the site. These ponds are proposed to be located on private lots (Lots 16 and 20) with private stormwater/drainage easements established. *Section 1101.4(411)-(412)* requires deed restrictions or other applicable provisions to be put in place to ensure adequate care and maintenance of the improvements at future residents' cost. One way to achieve such legal restrictions is through an established Homeowners Association (HOA); however, the developer has expressed a desire not to create a HOA for this development, with all maintenance responsibilities resting with the individual lot owners. An opportunity may exist for the Condominium Association being created for the west side of Lake Forest Drive to assume responsibility, and receive dues/fees from South Forest Edge homeowners.
 - **Signage:** No gateway-type signage details have been submitted at this time. *Section 1151.05(d)(2)* allows for 1 freestanding sign per street intersection at the boundaries of a subdivision, with a maximum sign face area of 48 square feet, maximum sign/structure height of 6 feet, maximum sign/structure width of 12 feet, and minimum setback from the right-of-way at least the height of the sign with indirect illumination only. If signs are to be located on private lots with common maintenance, it will be important to establish any necessary easements at the Final Plat stage.
 - **Stormwater & Environmental Management:** The City contracts with Butler County Soil & Water Conservation District to perform environmental reviews of major development projects. Their agency comments are not regulatory in manner, but rather provide valuable feedback to City decision makers so that any environmental concerns are properly addressed. Comments provided by Water Resources Specialist Dr. Sean Hudson are summarized by topic below:
 - **High Water Table & Shrink-Swell Potential:** The Soil Survey for the area shows apparent high water tables on-site, as well as the potential for shrink-swell. Plat notes are recommended to make builders aware that foundations must be designed and constructed with these risks in mind.
 - **Steep Slopes on Lots 1 & 2:** Steeper slopes (greater than 15%) are located along the northern edge of the site, on Lots 1 & 2. Due to the presence of slip prone soil, Butler S&W recommends these areas be set aside as undisturbed open space and also act as a buffer for the Lick Run stream corridor just north of the subdivision boundary. The developer has agreed to increase the rear yard setback on these lots in order to preserve these areas.

- **Stormwater Management:** Butler S&W notes that the proposed retention basin is located in an area with water erosion prone soils, thus the basin may require lining. Staff has recommended a condition (#4) that broadly addresses stormwater management design and maintenance.
- **Native Species for Street Trees:** Upon examination of the applicant's Landscape Plan, Butler S&W notes that only 3 of the deciduous species are native, and recommends inclusion of more North American native species to provide habitat for local wildlife. In response, species shown and listed on the Landscape Plan were verified to be in conformance with the City's Tree List, so staff does not believe species changes are necessary. However, staff does recommend a condition (#5) that trees meeting the City's specs be planted along the Lake Forest Drive frontage, which the applicant has verbally agreed to.
- **Streets & Traffic Circulation:** Various topics are discussed below.
 - **Internal Street Details:** The City's Typical Section in Attachment H of the Subdivision Regulations offers two options for a new local public street: (1) 50-foot wide right-of-way with a 30-foot wide street; and (2) 60-foot wide right-of-way with a 35-foot wide street. The Thoroughfare Plan also provides a local street section with a 60-foot wide right-of-way and a 36-foot wide street. In slight contrast to the City's standards, the applicant proposes (as a waiver) a 60-foot right-of-way and a 28-foot wide public street, matching the width of Lake Forest Drive. The City Engineer has expressed acceptance of this arrangement. On-street parking is to be limited to one side of the street due to the reduced width. The applicant proposes to name the new public street "Arbor's Edge Trail." This name may prove to be problematic with USPS due to the apostrophe. Per staff's recommendation, the developer has voiced support for changing to *Arbor* Edge Trail.
 - **Lake Forest Drive & US 27 Details:** The right-of-way along Lake Forest Drive measures 60 feet, with 28 feet of pavement width. Water mains and storm sewers are already in place on this new street. Additional right-of-way should be dedicated along US 27, to match a 60-foot width from edge to centerline shown in the Thoroughfare Plan's typical section for principal arterials (see condition #6).
 - **Connectivity:** The proposed plan shows a new public street with two "elbows," forming a loop off Lake Forest Drive. The two intersections are planned to connect with the private streets planned in the Lake Forest condominium development, forming a total of two 4-way intersections. **Section 1101.4(404)(D)** specifies that any new residential development must achieve a connectivity index of 1.2 or greater. The index is calculated by dividing the number of street "nodes" by the number of street "links." The applicant requests (via a waiver) the index be reduced from 1.2 to 0.5, thus allowing for the single loop (1 link ÷ 2 nodes = 0.5). Staff recommends a street stub be provided to the east to allow for potential connection in the future, per recommended condition #14. This would bring the resulting index up to 1 (3 links ÷ 3 nodes). A temporary turnaround could be installed per the City's specs at the end of the stub as a way to allow large vehicles, particularly emergency vehicles, to turn around. As of the writing of this report, the applicant is not in favor of providing a stub, noting that land in the Township to the east is unsewered. Other large-scale subdivision developments in Oxford, including most recently Heritage Vineyard and South Farm, have provided one or more stubs. Providing a stub could help to ensure a more connected system of streets, if property to the east was ever developed at a future point in time, even if development consisted of larger lots on private septic tanks. Despite this potential, staff also recognizes the counter-argument in favor of less sprawl and maintaining a defined edge to the city.

- **Driveways:** Driveway access (curb cuts) for most lots will be off the new public street (Arbor Edge Trail). As of the writing of this report, driveway access is undetermined for Lots 1, 16, 20 and 21. **Section 1101.4(407)(D)** prohibits new driveway curb cuts off Arterials and Major Collectors, thus staff recommends driveways for these lots not be installed on either US 27 or Lake Forest Drive. Ideally Lot 16 should not be a buildable site for a residential dwelling, and reserved only for drainage and open space functions. The Commission may want to consider a panhandle-style lot arrangement in the vicinity of Lot 15 so as to allow for the same number of dwelling units (21) within the subdivision. If the Commission is open to having a building pad on Lot 16 (which is located at the corner of US 27 & Lake Forest Drive), staff recommends the driveway be situated off Lake Forest Drive and aligned directly across from the new cul-de-sac intersection to be constructed for the Lake Forest Condominium development.
- **Utilities:** Comments on individual utility services are provided below.
 - **Sanitary Sewer:** The subject site currently lacks sanitary sewer service. In order for this site (as well as the area on the opposite eastern side of Lake Forest Drive) to be serviced, a sanitary sewer extension will be necessary. While the sanitary sewer extension plans are not part of the subject application, it is understood conceptually that a new 8-inch main will need to be routed from the wastewater treatment plant (located approx. 1/3rd of a mile to the north), along Four Mile Creek and Lick Run, and joining up with Lake Forest Drive. This sewer extension would also serve the Lake Forest Condominiums project to the west.
 - **Water:** Water line extensions were included as part of the City's construction of Lake Forest Drive, therefore making water service immediately available to the development. The applicant's plans show 8-inch water mains to be installed within the right-of-way of the new public street.
 - **Electric/Telephone:** Information on electric utility connections is not shown at this time. A greater degree of detail is typically shown on Construction Drawings submitted after Preliminary Subdivision approval. **Section 1101.4(400)(E)** provides that *every effort shall be made to have all [electric & telephone] utilities provided underground*. The applicant has indicated all utilities are to be underground.
 - **Garbage Collection:** No details on garbage collection are provided at this time. However, it is presumed that individual single-family dwellings will each have their own waste wheeler totes, which will be serviced on the street as is typical in a residential subdivision.
 - **Gas:** No information on gas line connections is shown at this time. A greater degree of detail is typically shown on Construction Drawings submitted after Preliminary Subdivision approval.
 - **Mail Delivery:** The current USPS policy is for mail collection/delivery to be combined, serving cluster box units (CBUs) as opposed to individual mailboxes. The applicant proposes to locate a CBU on the southeast side of the northern retention pond, adjacent to Arbor Edge Trail. Although shown on a concrete pad, there is no direct connection/ramp from the street to the box. A pull-off lane would be a nice feature for residents to more easily and safely retrieve mail. Condition #9 addresses mail delivery.

STAFF RECOMMENDATION

There are no decision criteria for a Preliminary Subdivision application, as the review is based on meeting the spirit of the design standards in Section 1101.4 of the Subdivision Regulations. Section 1101.4(400) provides some general statements for the Commission to consider in review of a subdivision (see Appendix A). Staff recommends **approval** of the Preliminary Subdivision application subject to the following conditions:

1. Lots 20 and 21 shall have driveway access from the new public street, and a buffer screen at least 20 feet wide shall be provided on these lots to shield view of rear yards from Lake Forest Drive. The buffer must include a combination of landscaping, mounding, fencing, and/or walls to the satisfaction of City staff. Such details shall be reviewed as part of the Construction Drawings and be bonded as necessary to ensure completion of the improvements.
2. Street lights shall be installed along all public streets in accordance with the Subdivision Regulations, including along the Lake Forest Drive frontage as determined necessary by staff.
3. A 10-foot wide multi-use path shall be constructed along the Lake Forest Drive frontage in-lieu of a sidewalk to the discretion of City staff.
4. Documentation related to stormwater management, including but not limited to easements, covenants and/or deed restrictions to ensure the funding of future maintenance/upkeep, shall be reviewed and approved by the Service Department and Law Director prior to being recorded on or with the Record Plat. Enforcement of said easements, covenants or restrictions shall not be the responsibility of the City.
5. Street trees shall be planted along the Lake Forest Drive frontage in accordance with City specs.
6. Additional right-of-way shall be dedicated, and a flanking 10-foot utility easement established, along the US 27 frontage consistent with the Oxford Thoroughfare Plan, per City staff's discretion.
7. The Building Permit submission for each lot shall include a Tree Survey, and demonstrate adherence to all other requirements of the City's Tree Ordinance (Oxford Zoning Code Chapter 1148).
8. Steep slopes on Lots 1 & 2 shall be preserved and protected by means of increased rear yard setbacks agreed to by City staff.
9. Adequate vehicular and pedestrian accessibility to/from the public street shall be provided for any USPS cluster mailboxes installed for the subdivision, to the discretion of City staff.
10. All utilities, including but not limited to electric and telephone, shall be located underground.
11. Private residential driveways for Lots 1-21 are prohibited from accessing US 27 or Lake Forest Drive. A note to this effect shall be included on the Record Plat.
12. A note alerting builders to high water tables in the area shall be included on the Record Plat.
13. A waiver is hereby granted to **Section 1101.4(404)(D)** to decrease the minimum connectivity index from 1.2 to 1, on condition that at least one public street stub is built to the site's eastern property line. The stub shall include a temporary turnaround and appropriate easements if determined necessary by City staff.



14. A waiver is hereby granted to **Section 1101.4(403)** to allow the new public street to be 28 feet wide as opposed to 35 feet wide per the Typical Section in Attachment H, on condition that parking be allowed only on one side of the new street.

SUBMITTED BY:



Zachary Moore, AICP
Planner

DATE: February 2, 2021

APPENDIX A

RELEVANT ZONING CODE PROVISIONS

Within the Oxford Zoning Code, **Section 1143.04** provides the base zoning standards for the R-2A district. **Section 1101.4** in the Subdivision Regulations sets forth design and construction standards for subdivisions.

1143.04 – R-2A Single- and Two-Family Residential District.

- (a) Purpose.
This district is designed to provide and preserve neighborhoods of smaller single-family residences within and adjacent to areas of similar development. This district also provides for a limited number of two-family residences.
- (b) Uses.
- (1) Permitted uses.
- A. Single-family dwellings.
 - B. Two-family dwellings.
 - C. Accessory buildings and uses incidental to the principal use as provided in Chapter 1141.
 - D. Day Care Home Type B family.
- (2) Conditional uses.
The following Conditional Uses are subject to review and regulation in accordance with Chapter 1147.
- A. Community-Oriented Residential Social Service Facilities (CORSSF's).
 - B. Shared Housing and Congregate Housing for the elderly.
 - C. Government owned and/or operated parks and recreation facilities.
 - D. Bed and breakfast homes.
 - E. Private and publicly owned commercial and noncommercial recreational areas, uses and facilities of an open space nature, such as golf courses, tennis courts, parks, forests, wildlife preserves, etc.
 - F. Day care facilities, including Child Day Care, Child Day Care Center, and Day Care Home Type A family.
 - G. Schools: primary, intermediate, and secondary, both public and private.
 - H. Places of worship.
- (c) Site Development Regulations. (Unless superseded by Conditional Use Requirements)
- | | <u>1-family</u> | <u>2-family</u> |
|---|-----------------|-----------------|
| (1) <u>Lot requirements.</u> | | |
| A. Minimum lot area | 6,000 sq. ft | 7,500 sq. ft. |
| B. Minimum lot width | 60 feet | 75 feet |
| (2) <u>Yard requirements.</u> | | |
| A. Minimum front yard depth | 30 feet | 30 feet |
| B. Minimum rear yard depth | 30 feet | 30 feet |
| C. Minimum side yard width | 7.5 feet | 7.5 feet |
| (3) <u>Structural requirements.</u> | | |
| A. Maximum building height | 35 feet | 35 feet |
| (4) <u>Lot coverage.</u> | | |
| A. Lots with vehicular access from a public street | | |
| 1. Lot total – 35 percent | | |
| 2. All enclosed buildings – 25 percent of lot | | |
| 3. Front yard – 25 percent of front yard | | |
| B. Lots with vehicular access from a rear or side alley, and no access from a public street | | |

1. Lot total – 40 percent
2. All enclosed buildings – 25 percent of lot
3. Front yard – 5 percent of front yard

1101.4 – Design standards and construction standards.

400 – General Statement

- (A) In laying out a subdivision, the subdivider shall comply with the following design standards and requirements. The regulations contained herein, the Zoning Ordinance, Comprehensive Plan, Stormwater Drainage Plan, Water System Master Plan, and the City of Oxford Thoroughfare Plan shall control the manner in which streets, lots, and other elements of a subdivision are arranged on the land. These design controls shall help ensure:
 - (1) Convenient and safe streets;
 - (2) Creation of useable lots;
 - (3) Provision of space for public utilities;
 - (4) Reservation of land for recreation uses;
 - (5) To minimize the impact on natural resources and the environment, and
 - (6) To ensure that planning of attractive, connected and functional neighborhoods shall be promoted, minimizing the undesirable features of unplanned, unconnected, undirected, haphazard growth.
- (B) The Planning Commission has the responsibility for reviewing the layout of each future subdivision early in its design development. The development shall be laid out
 - (1) To minimize
 - (a) The effect on ground water and aquifer recharge;
 - (b) Excavation and embankment;
 - (c) Unnecessary impervious cover; and
 - (d) The complete removal of mature trees.
 - (2) To provide adequate access to lots and sites; and
 - (3) To mitigate adverse effects of noise, odor, traffic, drainage, utilities and increased storm water runoff on neighboring properties.

401 – Suitability of Land

If the Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to poor drainage, flood hazard, topography, inadequate water or sewer supply, slippage potential, unstable subsurface conditions due to poor soils or other reasons and other such conditions which may endanger health, life, safety, or property and, if by any public agencies concerned it is determined that in the best interest of the public the land should not be developed for the purpose proposed, the Planning Commission shall not approve the subdivision unless adequate methods for solving the problems are advanced by the subdivider. For major subdivisions a written statement may be required by the Planning Commission describing characteristics of the development site, such as bedrock geology and soils, topography, flood prone areas, existing vegetation, structures and road networks, visual features, and past and present use of the site.

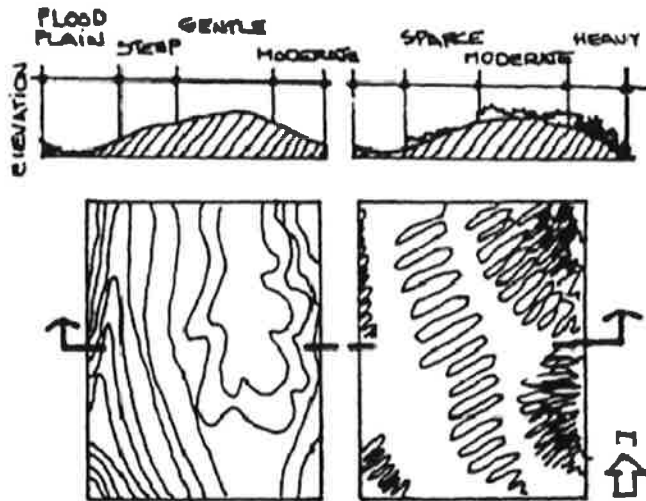
402 – Sensitive Development Areas

- (A) A Sensitive Development Area is defined as any land(s) or soil(s) proposed to be subdivided that, if subjected to improper use or management, is otherwise determined to be incapable or unsuitable of urban use. Sensitive Development Areas can also be considered those lands that pose special hazards to development or the environment, consisting of lands or soils of such sensitive character that they may require special use, design and engineering restrictions.
- (B) For the Preliminary Subdivision Plat, the applicant must create an inventory of sensitive areas identified in Section 402 (d) 1-8 from publicly available resources such as OEPA, ODNr, HAPC, FEMA, USFWS, OHPO, OKI, Butler County Soil and Water Conservation District, and other public entities. This information shall be provided with the preliminary application. Design of the subdivision shall be based on a site analysis provided by the applicant.
- (C) After the approval of the Preliminary Subdivision Plat, the applicant must develop a detailed site analysis of sensitive environmental areas on the site, conducted by firm(s) specialized

in the areas, at a minimum: Ecological Survey, and Environmental Site Assessment. Other documentation may be required based on the site and the discretion of the Planning Commission, including, but not limited to: Stream and Wetland Mitigation, Water Way Permits, Archaeological Inventory, Historic Architecture Inventory. The applicant must also provide report of the analyses following current professional norms for the discipline. It will be the Planning Commission's role to review information submitted by the applicant on each discipline to make the recommendations to City Council

- (D) Design of the subdivision shall be based on the site analysis provided by the applicant. To the maximum extent practicable, development shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impacts and alterations of natural features. The following specific areas shall be preserved as undeveloped open space, and in accordance with the U.S. and Ohio Constitutions and state or federal regulations:
- (1) Unique and/or fragile areas, including wetlands, as may be defined in Section 404, Federal Clean Water Act, as amended; and in Ohio Environmental Protection Agency standards.
 - (2) Land in the floodway as identified and mapped using the Federal Emergency Management Agency's Flood Hazard Boundary Maps. Federal Emergency Management Agency in scientific and engineering reports entitled 'Flood Insurance Study for Butler County, Ohio and Incorporated Areas' effective 12/17/2010, with accompanying Flood Insurance Rate Maps for Butler County, Ohio and Incorporated Areas effective 12/17/2010 and any revisions thereto are hereby adopted by reference and declared to be part of this chapter.
 - (3) Steep slopes fifteen (15%) percent or more, unless appropriate engineering measures concerning slope stability, erosion, and resident safety are taken into account.
 - (4) Habitats of endangered wildlife, as identified on federal and state lists.
 - (5) Historically and culturally significant structures and sites, as listed on, but not limited to, the National Register of Historical Places or on the local inventory of historic places maintained by the City of Oxford's Historic Architectural Preservation Commission.
 - (6) Aquifers and tributary drainage systems.
 - (7) Tree growth areas or urban forested areas containing native mature trees.
 - (8) Any area as identified on Map 3.3 of the Comprehensive Plan.
- (E) The development shall be laid out to avoid adversely affecting groundwater and aquifer recharge; to reduce excavation and embankment; to avoid unnecessary impervious cover; to prevent flooding; to provide adequate access to lots and sites; and, to mitigate adverse effects of noise, odor, traffic, drainage, and utilities on neighboring properties. The placement of buildings shall take into consideration topography, building height, orientation and drainage. Storm Water Best Management Practices and Low Impact Development Designs are desirable and encouraged. City guidelines for these practices and designs can be found in the City of Oxford Storm Water Management Design Manual.
- (F) If the Planning Commission, or its designated representative, may require the applicant to submit a statement in order to demonstrate that satisfactory efforts have been made to mitigate any special hazards posed to the site if these sensitive lands are subjected to improper use or management. The statement, if required, shall be submitted in one or more of the following forms:
- (1) The statement shall describe in detail the extent of encroachment on any Sensitive Development Area, the extent and nature of the proposed alteration, the environmental impacts resulting from the proposed alteration, and the proposed methods of mitigation.

- (2) A Geotechnical Report and/or a Wetlands Assessment/Delineation, prepared by a professional engineer, licensed in the State of Ohio, or by a specialist in Streams and Wetland. This report can be in lieu of a development narrative.



403 – Typical Sections

Subdivisions shall be designed and constructed to conform to the Typical Sections incorporated by reference herein as Attachment H. The Typical Sections adopted as the standards for construction and design in the City are the following:

- (A) Principal Arterial street typical section;
- (B) Minor Arterial street typical section;
- (C) Major Collector street typical section;
- (D) Minor Collector street typical section;
- (E) Local street typical section;
- (F) Alley typical section;
- (G) Typical cul-de-sac details;
- (H) Temporary turn around;
- (I) Dead End/ Stub Street typical section (Hammerheads);
- (J) Multi-Use Path typical section;
- (K) Utility typical section; Utility locations;
- (L) Tree Protection Detail
- (M) Tree Survey
- (N) Typical Lot Consolidation/Split;
- (O) Standard Plat of Survey;
- (P) Record Plats
- W.1: Standard Record Plat Title Sheet;
- W.2: Standard Record Plat.

404 – Streets

The purpose of a street network is to connect spatially separated places and to enable movement from one place to another. More specifically, the street network provides continuous and direct routes; provides greater emergency vehicle access; provides convenience and safety to drivers and pedestrians and to provide access to residents for goods and services.

Although the Planning Commission has established general street guidelines, many of the specific technical standards governing the Public Streets are regulated by the City of Oxford's Engineering Division.

- (A) Relation to Adjoining Street System
 - (1) The arrangement of streets in new subdivisions shall make provisions for the continuation of the principal existing streets in adjoining areas, or their proper

projection where adjoining land is not subdivided, unless prevented by topography or other physical conditions, or unless, in the opinion of the Commission, such extension is not necessary or desirable for the coordination of the layout of the subdivision with the possible future development of adjacent tracts. The Planning Commission reserves the right to disapprove any street plan which does not represent good design or does not ensure continuity of the existing street system.

- (2) Offset streets shall be avoided within a proposed subdivision and adjacent to an existing subdivision.
- (3) The street and alley arrangement(s) shall be such, so as not to cause a hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it.
- (4) Streets obviously in alignment with existing streets shall bear the names of the existing streets. All proposed street names shall be checked against duplication or near duplication of other street names.
- (5) Wherever the tract to be subdivided abuts a dedicated or platted half-width street or alley, the other half-width of such street or alley falling within the proposed subdivision shall be platted.
- (6) Any subdivision with its main entrance onto an Arterial or Collector street shall provide a 25% wider opening at the entrance to the subdivision than the rest of the subdivision street width, unless otherwise determined by the Planning Commission.

(B) Street Classifications

- (1) The classification of all proposed streets shall be determined by the Planning Commission and shall conform to the Official City Thoroughfare 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 Classifications:

- (a) Principal Arterial
- (b) Minor Arterial
- (c) Major Collector
- (d) Minor Collector
- (e) Local streets
- (f) Alleys

(C) Street Improvements

- (1) All public streets in residential subdivisions shall be the minimum width necessary to safely and adequately accommodate the vehicular traffic needs specific to the proposed subdivision, while balancing the needs of safe alternative modes of transportation. In all instances, street widths shall be measured from back-to-back of the installed curb. Minimum street width requirements are contained in Attachment H.
- (2) The City Engineer shall determine the need for a traffic impact study, based upon the level of impact of this development upon surrounding traffic flow and safety.
- (3) All street and public ways shall be constructed to their full specified width and to the appropriate grade and shall be surfaced in accordance with applicable standard specifications of the City. Such construction shall be subject to inspection by the City Engineer prior to release of the performance bond by Council. It is the duty of the subdivider to give proper notification to the City Engineer:
 - (a) Before the commencement of the work;
 - (b) Twenty-four hours prior to seeking an inspection; and
 - (c) At the end of the one-year maintenance improvements.
- (4) Proposed streets shall intersect one another and existing street(s) at right angles as topography and other limiting factors allow.
- (5) Street grade shall be designed to the Ohio Department of Transportation Highway Design Manual and acceptable to the City Engineer.
- (6) Where a tract of land is of such size, location or contour, preventing a lot arrangement directly related to a normal street design, there may be established

one or more, dead-end/stub streets or other arrangements, provided that proper access shall be given to all lots from a dedicated street.

- (7) A cul-de-sac, dead-end/stub street or loop street shall not exceed 500 feet in length unless otherwise approved by the Planning Commission due to topography or unusual circumstances. (See also Section 405(B)(4))
- (8) All subdivisions shall have at least two (2) entrances to an existing street system unless otherwise determined by the Planning Commission. The spacing of the entrances shall be separated and in accordance with traffic engineering standards.

(D) Street Connectivity

The purpose of this section is to support the creation of a highly connected transportation system within the City in order to enhance traffic circulation efficiency for drivers, pedestrians, and bicyclists; promote various modes of transportation; connect neighborhoods to each other and to local destinations such as schools and parks; reduce emergency response times; reduce vehicle miles of travel and travel time; increase effectiveness of municipal services delivery.

- (1) The following standard shall be met in all new residential development in order to increase connectivity.

- (a) Any residential development shall be required to achieve a connectivity index of 1.2 or greater unless the Planning Commission determines that this requirement is impractical due to topography, existing development, and/or natural features. A connectivity index is a ratio of the number of street links (road sections between intersections and cul-de-sacs) divided by the number of street nodes (intersections and cul-de-sac heads).

The following illustration provides an example of how to calculate the index. Street links on existing adjacent streets that are not part of the proposed subdivision are not included in the connectivity index calculation. The measure of connectivity is the number of street links divided by the number of nodes. Nodes exist at street intersections as well as cul-de-sac heads. Links are the stretches of road that connect nodes. Stub outs shall also be considered as links. In this example, there are five (5) links (circles) and four (4) nodes (stars); therefore, the connectivity index is 1.25.



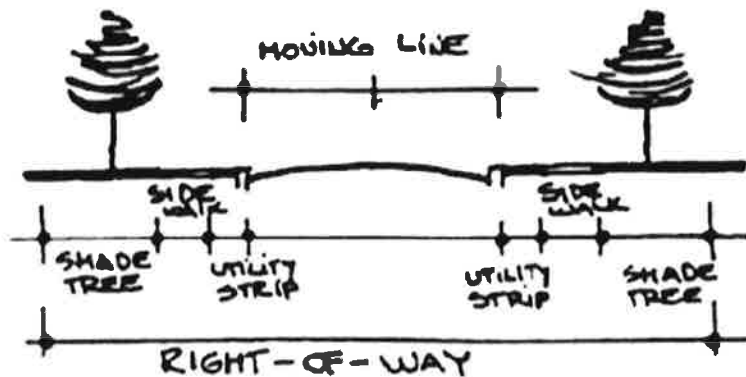
(E) Private Streets

- (1) No primary access into a subdivision shall be a private road.

- (2) Private streets shall conform to the minimum street standards, including construction materials, unless otherwise approved by the Planning Commission upon the City Engineer's recommendation.
 - (a) Sidewalks are required along a private street as required on public streets.
- (3) Any proposed private street shall serve a minimum of six (6) lots in order to be platted and recorded as a private street.
- (4) All lots utilizing a private street for access shall be provided with an access easement and maintenance agreement, to be noted on the Record Plat and to be outlined with the appropriate covenants and restrictions as to ensure that the private street is appropriately maintained. Such maintenance agreement shall be acceptable to the Planning Commission and Law Director.
- (5) The Planning Commission may require passing lanes, turnarounds, and overhead and width clearances as necessary to accommodate, public utility and fire and emergency vehicles.

(F) Rights-of-Way

Defined as a general term identifying land or property, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right-of-way shall include the roadway, shoulders or berm, ditch, and slopes extending to the right-of-way limits under the control of the state or local authority. The usage of the term "right-of-way" for land platting purposes shall mean that every right-of-way hereafter established and shown on a final Record Plat is to be separate and distinct from the lots or parcels adjoining such rights-of-way and not included within the dimensions or areas of such lots or parcels, provided the size of the lot for zoning purposes shall be determined by the applicable zoning resolution.



- (1) The right-of-way width required shall reflect future development as indicated by the Thoroughfare Plan and the Typical Section Drawings in Attachment H herein.
- (2) When a road is not referenced in the City of Oxford Thoroughfare Plan, or the Typical Section Drawings in Attachment H, the right-of-way width shall be established per the recommendation of the City of Oxford Engineer, and shall be approved by the Planning Commission.
- (3) The right-of-way shall be measured from lot line to lot line and shall be sufficiently wide to contain the roadway, curbs, sidewalks, utilities, graded areas and shade trees.
- (4) The right-of-way of a new street that is a continuation of an existing street shall in no case be continued at a width less than that of the existing street unless otherwise approved by the City Engineer and Planning Commission.

(G) Street Signage

Street signs, regulation signage, and warning signs shall be erected by the subdivider before building permits for homes are obtained. The subdivider shall maintain such signage until such time when the City accepts the streets for public use. All regulatory and warning signs

shall meet the Ohio Manual of Uniform Traffic Control Devices. All signage shall be regulated by the City of Oxford Engineering Division.

(H) Parking

- (1) Off-street parking lots shall follow the Vehicle Management Chapter 1149 of the Zoning Code including landscaping, screening and lighting.

405 – Pedestrian/Multi-Use Paths

(A) Sidewalks

- (1) Concrete sidewalks, not less than five feet in width, shall be constructed along both sides of all streets, both private and public, and shall be in accordance with the City of Oxford's Curb, Gutter & Sidewalk Specifications Manual unless otherwise determined by the Planning Commission.
- (2) Sidewalks shall be required as a continuation of any existing sidewalk adjoining the lands to be subdivided.
- (3) It shall be the responsibility of the subdivider, prior to the release of the performance bond, to install any missing sidewalk segment on any undeveloped lots and in accordance with Section 106.

(B) Bike Paths/ Walking Trails

- (1) All bike paths or walking trails shall be elevated and/or distinguished from driving surfaces through the use of durable, low maintenance, hard surface materials such as asphalt, concrete, or other material approved by the City Engineer, to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.
- (2) Bike paths shall be installed in accordance with these regulations, the City of Oxford Comprehensive Plan, Thoroughfare Plan and Typical Section Drawings in Attachment H.
- (3) All proper easements, dedication and maintenance shall be recorded on the Record Plat.
- (4) Cul-de-sacs that exceed 300 feet in length shall provide a multi-use path and easement at the end of such cul-de-sac. The purpose of this is to provide connectivity to neighboring subdivisions as well as emergency access.

406 – Infrastructure

(A) Water Lines

An approved public water supply shall be provided for each lot within the subdivision areas and shall be in accordance with the City of Oxford Water and Sanitary Sewer Improvement Specifications Manual. Fire hydrants shall be installed in all subdivisions wherever required by the City Engineer and the Fire Chief in accordance with Ohio Fire Code and NFPA standards.

(B) Sanitary Sewers

The subdivider shall install sanitary sewer lines to serve each lot. All such sewer lines shall be constructed in accordance with regulations and requirements the City of Oxford Water and Sanitary Sewer Improvement Specifications Manual, the Sanitary Sewer Pump Station Requirements and under the inspection of the City Engineer.

(C) Storm Drainage

All necessary facilities, either underground pipe or drainage ditches, shall be installed to provide adequate disposal of surface water, groundwater and the waters of any natural watercourse and shall be in accordance with the City of Oxford Storm Water Management Design Manual.

(D) Detention/Retention

All necessary detention or retention facilities shall be installed in accordance with the City of Oxford Storm Water Management Design Manual.

(E) Utilities

Items of work which pertain to underground utilities, such as gas mains, electric lines and telephone cables, shall be constructed according to the standards and specifications of the utility company involved. Every effort shall be made to have all utilities provided underground.

(F) Street Lights

- (1) One street light shall be installed in conformance with the Ohio Department of Transportation specifications within 50 feet of every intersection created by the subdivision, at the end of a cul-de-sac or dead end/stub street, and at intervals not exceeding 400 feet. A street light shall have a fixture of at least 9,500 lumens. The City Engineer may vary from the spacing standards where the City Engineer determines that public safety or professional engineering design practice makes it necessary to vary the spacing standards.
 - (2) Streetlights shall be designed, with appropriate lamps and reflectors, to minimize light pollution.
 - (3) Light poles shall be consistent with the overall architectural theme and scale of the site.
 - (4) Streetlights along the sidewalks shall not exceed 16' in height in accordance with Chapter 1149 of the Planning and Zoning Code. Streetlights for the purpose of illuminating an intersection, parking facility or roadway for safety purposes shall not exceed 32' in height.
- (G) Sedimentation and Erosion Control
The subdivider shall comply with all requirements of Ohio's Standards for Stormwater Management Land Development and Urban Stream Protection, City of Oxford Storm Water Management Design Manual and subsequent amendments or revisions, as hereby incorporated into these regulations. In the development of a subdivision, the subdivider shall not cause or allow earth-disturbing activities that can pollute a public or private surface ditch, subsurface drainage, stream, river or lake. The subdivider shall also, to the greatest extent possible, take steps so that sediment will not be deposited onto an adjoining property or public right-of-way. Adequate control of soil erosion and sedimentation, through the use of best management practices with both temporary and permanent measures, shall be used during all phases of clearing, grading, and construction to conserve soil resources and to maintain existing water quality. The Engineering Division will continuously monitor site development and efforts of sedimentation and erosion control.

407 – Driveways

- (A) Minimizing driveway access points or curb cuts by using access roads, shared entrances and access management best practices shall be encouraged.
- (B) All lots using common driveways shall provide a driveway easement and maintenance agreement noted on the Record Plat.
- (C) Driveways shall have a maximum grade of eight (8%) percent.
- (D) Residential driveway access shall not be permitted onto Principal and Minor Arterials or Major Collector streets. Subdivisions shall be designed to encourage residential driveway access by using, but not limited to, alleys, access roads or common driveways.
- (E) Shared driveways shall serve a maximum of three (3) lots and shall not exceed three hundred (300') feet unless otherwise determined by the Planning Commission.
- (F) Driveways shall be in accordance with Chapter 1149 of the Planning and Zoning Code and the Curb, Gutter, Sidewalk Manual.

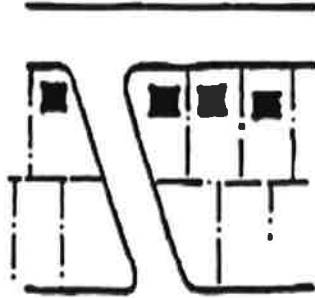
408 – Blocks

Blocks shall be arranged to accommodate lots and building sites of the size and character required by these Regulations and the applicable zoning district, to provide for adequate community facilities, and with regard of the limitations and opportunities of topography. Irregularly shaped blocks, blocks intended for dead end/stub and loop streets, and blocks containing interior parks and playgrounds may be approved by the Planning Commission if properly designed and located.

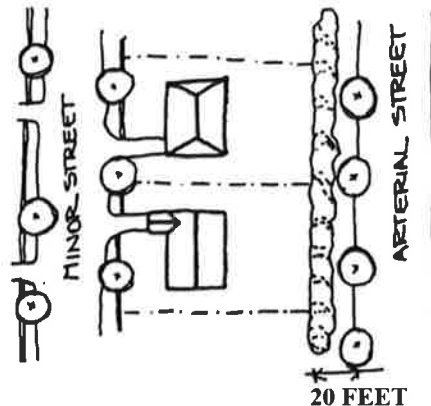
- (A) The maximum block length shall be 800 feet.
- (B) Where blocks are over 600 feet in length, a public walkway which traverses the block may be required to be dedicated and installed by the subdivider.
- (C) In platting residential lots, the depth of the block should not exceed 350 feet.
- (D) Blocks in the traditional gridiron pattern should consist of two tiers of lots and an alley right-of-way easement may be required to separate them where appropriate to continue an existing alleyway.

409 – Lots

- (A) The lot arrangement and design shall be such that all lots will provide satisfactory and desirable building sites, properly related to topography and the character of surrounding development. Consideration should be given to natural features and sites of historical significance.



- (B) 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.
- (C) Through lots (extending from one parallel street to the other) are discouraged to avoid problems between adjoining owners, creating double frontage lots and to reduce the number of streets.
- (D) No lot shall have an area or width less than that required by applicable sections of the Zoning Code except those pursuant to the Open Space Residential Development Regulations.
- (E) Where corner lots back upon lots facing the side street, the corner lots shall have extra width sufficient to permit the establishment of front building lines on both the front and side of the lots adjoining the streets.
- (F) All utility easements on individual lots shall be in accordance with the Record Plat and Street Standards of Attachment H herein.
- (G) Each lot shall front (abut) on an approved street.
- (H) Lots may not be created in a new, proposed subdivision, by dividing land at the end of stub streets in adjacent, existing subdivision(s), such stub streets being intended to promote continuity of street systems in adjoining subdivisions, unless otherwise determined by the Planning Commission.



- (I) Twenty (20') feet minimum, of additional lot depth or a buffer strip, in accordance with the landscape standards of Chapter 1149 of the Zoning Code, Chapter 935 of the Codified Ordinance and Section 410 below, may be required where a residential lot in a subdivision backs up to a railroad right-of-way, a high pressure gasoline or natural gas line, open drainage ditch, an arterial street or highway, an industrial area or other existing land use which may have a detrimental effect on the residential use of the property.

- (J) Lands abutting State or Federal highways, collector streets, or arterials should be platted with the view of making the lots, if for residential use, desirable for such use by cushioning the impact of heavy traffic on such trafficways; and with the view also to minimizing interference with traffic on such trafficways as well as the accident hazard.
- (K) Panhandle or flag lots are specifically prohibited.
- (L) All lot numbers shall be assigned by the Butler County Auditor's office and addresses will be provided by the City of Oxford Community Development Department.

410 – Landscape Plan

- (A) A landscape plan shall be submitted with each plat application for proposed developments in accordance with Chapter 1149 of the Zoning Code and Chapter 935 of the City of Oxford Codified Ordinance, unless an exception is granted by the Planning Commission pursuant to these Regulations.
 - (1) The landscape plan shall identify existing and proposed trees, shrubs, and ground covers; natural features such as rock outcroppings; and other landscaping elements.
 - (2) Where existing plants are to be retained, the applicant shall include in the plans proposed methods of protecting them during construction such as but not limited to the Tree Protection Detail.
 - (3) The landscape plan shall demonstrate compliance with the requirements of Chapter 1148.
- (B) Buffering
Buffering is the provision of an area between different land uses that attempts to minimize negative environmental impacts from one to the other. Buffers shall provide a year-round visual screen in order to minimize adverse impacts. They may consist of fencing, evergreens, berms, rocks, boulders, mounds, or combinations thereof to achieve the same objectives. Multi-use paths are permitted in the buffer area. Every subdivider shall provide sufficient buffering or additional lot depth when topographical or other barriers do not provide reasonable screening and when the Planning Commission determines that there is a need to shield;
 - (1) Neighboring properties from any adverse external effects of a development; or
 - (2) The development from negative impacts of adjacent uses such as streets or railroads.
 - (3) Requirements
 - (a) Plant materials shall be sufficiently large and planted in such a fashion that a year-round screen at least eight (8) feet in height shall be produced within three (3) growing seasons.
 - (b) All plantings shall be installed according to accepted horticultural standards.
 - (c) A five (5') foot minimum buffer width from parking lots, garbage collection, utility areas, and loading and unloading areas shall be provided.
 - (d) Twenty (20') foot width minimum from all other land uses.
 - (i) When adjoining undeveloped, vacant or agricultural land, such buffer width may be reduced to ten (10') feet.

In high-density developments, when building design and siting do not provide privacy, the Planning Commission may require landscaping, fences, or walls to screen dwelling units for privacy. Buffers shall be measured from the property line.

411 – Maintenance of Improvements

Whenever any subdivision contains park areas, sewage treatment plants, water systems, drainage facilities or any other improvements to be used in common by persons living in the subdivision and which improvements cannot be maintained or are not maintained by an existing public agency, the deed restrictions applicable to the subdivision shall contain provisions establishing trusteeships and assessment procedures that will enable adequate care and maintenance to be provided for such improvements at the cost of persons residing in the subdivision.

412 – Deed Restrictions and Covenants

Deed restrictions or covenants running with the land may be included to provide for the creation of a Home Owner's Association, Condominium Association, or Board of Trustees in which individual

owners share common responsibilities for the cost and upkeep of common open space, private driveways or streets, park areas, sewage treatment plants, water systems, drainage facilities or other facilities and the enforcement of the covenants and restrictions relating to the development. Any restrictions or easements; declaration of covenants, bylaws of a Home Owner's Association and its incorporation; Declaration of Condominium Ownership or other covenants, if any, shall be reviewed and approved by the City of Oxford Law Director and shall be recorded with the Record Plat. Enforcement of said Restrictions and Covenants is not the responsibility of the City.





Memo
Service Department
Engineering Division
513/524-5208

TO: Community Development Department

FROM: Scott Otto, P.E.
City Engineer

RE: Application #PPC-2020-18
1983 Lake Forest Drive South Forest Edge – Preliminary Planned
Development

DATE: January 22, 2021

The Engineering Division offers the following comments:

- Further review of detailed construction plans may require revisions to proposed water and sanitary sewer main locations.
- Lake Forest Drive has an extra 5' of right-of-way adjacent to this development, therefore it is recommended to construct a 10' wide asphalt path instead of the proposed 5' wide sidewalk along Lake Forest Drive. A 10' wide path has been shown in this location since concept planning of Lake Forest Drive. It is also recommended to connect this path to the existing asphalt path at Southpointe Parkway.
- Plats and deed covenants should include identification of easements and responsibilities for maintenance & inspection of the storm water facilities within the development including the retention ponds.
- A Public Improvement Bond will be required for infrastructure improvements.



Butler Soil and Water Conservation District
1802 Princeton Road Suite 300
Hamilton, Ohio 45011
Telephone: (513) 887-3720
Fax: (513) 785-6668
www.butlerswcd.org

1/7/2021
15 South College Ave
Oxford, OH 45056

RE: Heron Pond and South Forest Edge Planned Development Applications

Dear Zachary Moore,

This letter is to provide you a summation of the Natural Resources Review conducted by Butler Soil and Water Conservation District for the planned development applications Heron Pond, located on Kehr Road, and South Forest Edge, located on Lake Forest Drive.

Heron Pond:

The NRCS Soil Survey rates soils in this area as having shrink swell potential and foundation slabs in this development may require additional engineering to resist damage. Additionally, there is a high water table in the area where units 1-7 are planned, thus we request a note to be added to the plat to the effect of:

Note: High water tables are apparent in this area. If basements are constructed, it is the responsibility of the builder to take special precaution to ensure the basements stay dry.

Although basements are not in the construction drawing, the preexisting hydrologic condition may cause issues to homeowners in the future and thus it should be recorded on the plat.

Finally, looking at the plant schedule, only 3 of the deciduous trees are native species, the developer should consider utilizing more North American native species to provide habitat for local wildlife.

South Forests Edge:

Soils in the area have shrink swell potential and high water tables, we request a note be made on the plat to the following affect:

Note: High water tables are apparent in this area. If basements are constructed, it is the responsibility of the builder to take special precaution to ensure the basements stay dry.

Lots 1 and 2 have sloped portions in the North end of the lots are on a slip prone soil, consider adding these areas as undisturbed open space, which will also act as a buffer for Lick's Run.

The proposed retention basin off Arbor's Edge Trail is located in an area with water erosion prone soils, this will need to be taken into account when a stormwater management plan is designed, as the retention basin may require lining.

As above, looking at the plant schedule, only 3 of the deciduous trees are native species, the developer should consider utilizing more North American native species to provide habitat for local wildlife.

Please do not hesitate to contact our office if you have any additional questions,

Sincerely

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line extending to the right.

Sean Hudson, PhD.
Water Resources Specialist
Butler SWCD



PC-2020-18 Surrounding Property Owners Notifications Map

Legend

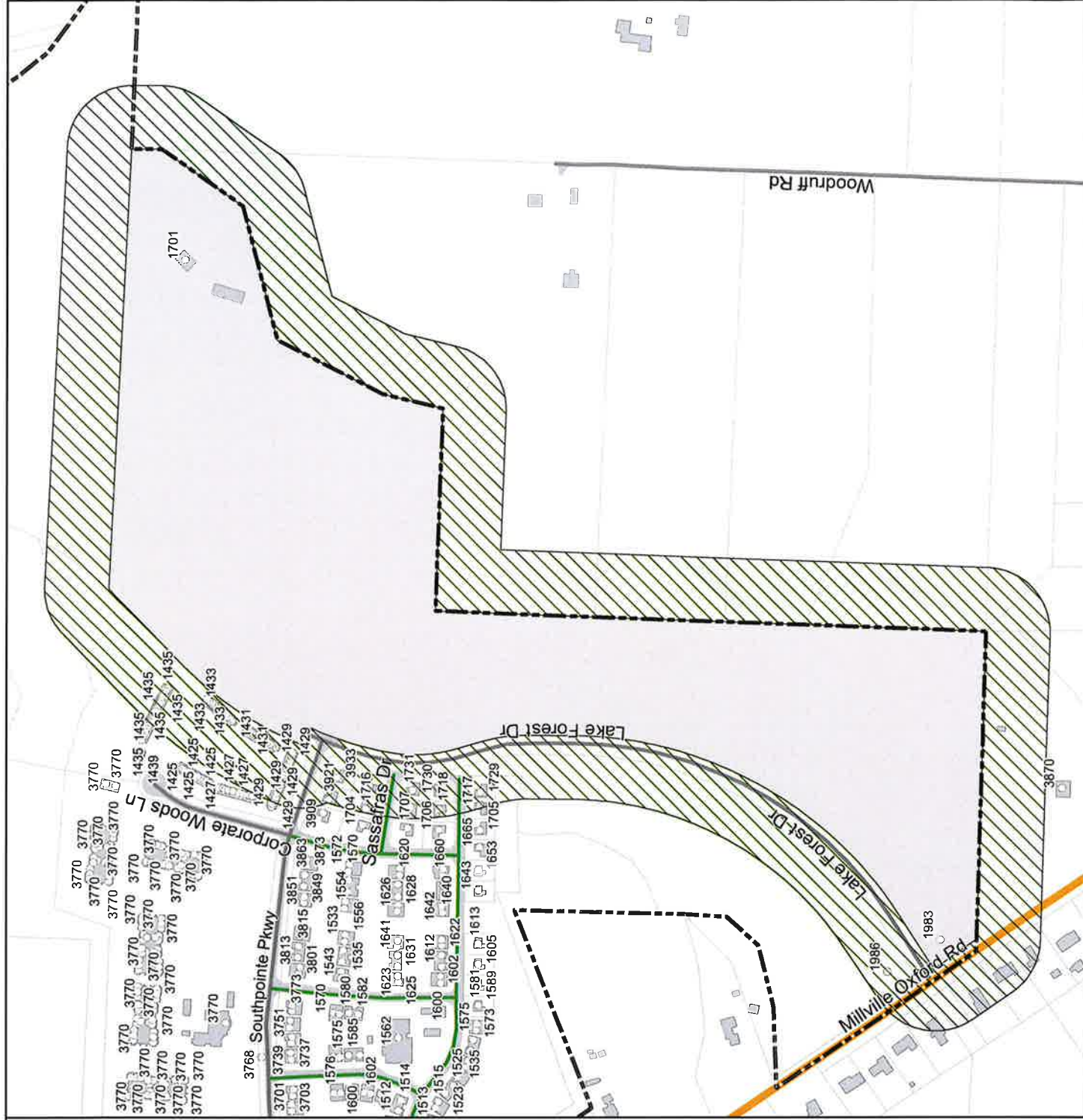
- Subject Area
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway



1 inch = 425 feet

Prepared on Thursday, January 21, 2021

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





Internal Use Only:

Case No. _____

Date Filed _____

Preliminary Subdivision Application

Applicant Information

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

Name * 4 Leaf Development LLC

Mailing Address * 125 West Spring Street

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number(s) * 513-524-9500

Email Address Pam@hoteldevelopment.net

Engineer/Surveyor Information

Name * Bayer Becker

Mailing Address * 110 South College Avenue

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number(s) * 513-523-4270

Email Address EttaReed@bayerbecker.com

Location and Lot Information

Location of Property * 1983 Lake Forest Drive

Legal Description * Parcel H4100-143-000-006

Zoning District * R-2A Proposed Lots * 21 Total Area * 17.97 Acres

Requirements and Documentation

Plat

Twenty (20) copies of the plat on bond. Drawing size must be at least 17x22" and should never exceed 24x36." The plat must be prepared in accordance with Chapter 1101, Subdivision Regulations and Chapters 1121-1137, Zoning Code of the City of Oxford¹. Scale should not exceed 1" = 100.¹ Plats containing less than three lots are exempted from the provisions of this section. The preliminary plat shall show:

No.	Required Item Description
1	20 sets (17" x 22" minimum)
2	Electronic version of all documentation submitted (PDF preferred)
3	Digital copy in Auto CAD format submitted on a CD. Shall utilize the NAD-83 Ohio South State Plane Coordinate System for horizontal control and the NAVD-1988 for vertical control. All subdivision boundary corners shall also be tied to the NAD-83 Ohio South State Plane Coordinate System and labeled with a northing and easting, as well as centerline intersections, temporary turn-around center points and easement centerline that does not follow a lot line.
4	The name, mailing address, and telephone number of the applicant and owner.
5	Letter of Agency. (A statement from the owner that the applicant is entitled to apply on his or her behalf.)

No.	Required Item Description
6	Attach a written, detailed description of the request.
7	Metes and bounds description of the property (Legal Description).
8	Vicinity Map
9	The zoning district in which the site is located.
10	Required Fee.
11	Number of proposed lots.
12	Preliminary Plat shall show the following:
12	A. The location of present property and section lines, streets, buildings, lakes and watercourses.
12	B. Boundary lines, size and tract of whole site and each individual lot in square feet and/or acres.
12	C. Any existing water mains, culverts, sewer lines, railroads, easements, parks, permanent buildings, power poles, other underground structures and streets within the tract or immediately adjacent thereto, including the location, dimension and size of the nearest water main and sewer line.
12	D. The proposed location and width of streets, alleys, lots, parking areas, pedestrian walks, ingress/egress, setback lines and easements.
12	E. 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.
12	F. The names and boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels including mailing addresses and parcel numbers within 200 feet of the site.
12	G. North point, scale and date.
12	H. Existing contours with intervals of five feet or less referred to U.S.G.S. datum and obtained from a field survey.
12	I. The seal, registry number and signature of the registered surveyor and professional engineer who prepared the plat.
12	J. 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.
12	K. Any existing building(s) to remain or to be razed.
12	L. Location of any wooded areas, topographic and natural features that are within and adjacent to the proposed project area to be preserved.
12	M. If and how the proposed subdivision will be subdivided in Phases.
12	N. Site Analysis as stipulated in Section 402(b).
12	O. Landscaping Plan
12	P. Building Concepts, as applicable.
12	R. Any other information that may be necessary as determined by Staff.

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The [Buller County Auditor Real Estate Search](#)² is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

Fees & Receipt

The required fee for preliminary plan is \$470.00 plus \$10.00 per lot, plus \$10.00 postage charge.

Sign and Date

Applicant Signature *



Date *

12-23-2020

Submit Application, Plans and Documentation, and Fees

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

Send or drop off this application with required copies of the preliminary plans containing all required information as attachments and a check for the fee and postage charge made payable to City of Oxford, to Community Development Director, 15 South College Avenue, Oxford, OH 45056.

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

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

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

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

4-Leaf Development, LLC
125 West Spring Street --- Oxford, OH 45056
(513) 524-9500 / FAX (513) 523-9415

LETTER OF AGENCY

January 14, 2021

To Whom It May Concern:

Please be advised that Scott Webb, Architect, and Etta Reed, of Bayer Becker, have permission to represent our interest with the City of Oxford and act on our behalf for the Planning Commission and City Council meetings regarding Lake Forest Drive (South Forest Edge) at Southpointe Crossing.

Thank-you,

Signed: _____

James M. Clawson
4-Leaf Development LLC



1/14/2021
Date: _____

December 28, 2020

Mr. Zach Moore
Planner
City of Oxford
15 South College Avenue
Oxford, Ohio 45056

Re: 1983 Lake Forest Drive
South Forest Edge
Preliminary Subdivision Application

Dear Mr. Moore:

Enclosed please find the following items in support of 4 Leaf Development LLC's Application for Preliminary Subdivision approval for South Forest Edge to be located at on the east side of Lake Forest Drive:

- 1) A check in the amount of \$690.00 made payable to the City of Oxford for the application fee.
- 2) Two (2) copies of each of the following:
 - a. Executed Preliminary Subdivision Application.
 - b. List of property owners within 200 feet of the site.
 - c. Legal description of the property.
 - d. Preliminary Plat.
 - e. Site Analysis.
 - f. Preliminary Landscape Plan.
 - g. Tree Preservation Exhibit.
 - h. Autoturn Analysis.

Formal application, along with all the supporting documentation, has been made on the City's website.

The subject property is zoned R-2A Single and Two- Family Residential District, with a Planned Unit Development Overlay. Under separate cover, 4 Leaf Development LLC has requested that City Council remove the Planned Unit Development Overlay from this property.

South Forest Edge is a residential subdivision consisting of 21 single family lots along a public street, Arbor's Edge Trail. While the minimum lot size for R-2A is 6,000 Sq. Ft., 4 Leaf Development LLC is proposing a minimum lot size of 20,000 Sq. Ft., with 30 ft. minimum front and rear yards, and 7.5 ft. minimum side yards. Driveway access for all lots, except Lot 16, shall be located off Arbor's Edge Trail.

5 foot wide sidewalks will be constructed along both sides of Arbor's Edge Trail, as well as on the east side of Lake Forest Drive, along the development's frontage.

The development will be served by City of Oxford utilities. An 8" water main and storm sewer is located within Lake Forest Drive and an 8" sanitary main will be constructed from the existing treatment plant to the site. Retention and water quality will be provided via expansion of the existing retention basin and construction of an additional retention basin. Maintenance of the retention basins will be the responsibility of the individual property owners.

In addition to the request for approval of the Preliminary Subdivision Plat, 4 Leaf Development LLC requests that the following waivers be granted:

- 1) Section 1101.404(D)(1)(a) of the Subdivision Regulations states *"Any residential development shall be required to achieve a connectivity index of 1.2 or greater unless the Planning Commission determines that this requirement is impractical due to topography, existing development or natural features."*... The proposed development consists of 1 link and 2 nodes, which results in a connectivity index of 0.5.

Section 1101.404(D) of the Subdivision Regulations indicates that *"The purpose of this section is to support the creation of a highly connected transportation system within the City in order to enhance traffic circulation efficiency for drivers, pedestrians and bicyclists; promote various modes of transportation, connect neighborhoods to each other...reduce emergency response time..."* Lake Forest Drive was constructed to serve as a collector roadway connecting the various neighborhoods/developments within the Southpointe Crossings development and distributing the vehicular, pedestrian and bicycle traffic to US 27. South Forest Edge is a proposed neighborhood to be served by Lake Forest Drive. Sidewalk is to be constructed along both sides of Arbor's Edge Trail, as well as on the east side of Lake Forest Drive. With the construction of the remaining neighborhoods/developments along Lake Forest Drive, the remainder of the walk north to Southpointe Parkway will be constructed. Thereby creating a highly connected transportation system of public roadways and sidewalks.

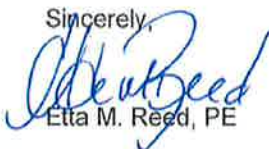
Additionally, Arbor's Edge Trail is considered a "loop road" and provides 2 access points to the residential lots, thus improving the emergency response time, as the lots can be served from 2 different directions.

4 Leaf Development LLC requests that the connectivity index requirement be waived, as South Forest Edge is a neighborhood within a much larger development, Southpointe Crossings, which upon full build out will be a highly connected transportation system.

- 2) Per the City's Subdivision Regulations, all subdivisions shall be designed and constructed to conform to the Typical Sections incorporated in the Subdivision Regulations. The City of Oxford's Local Street Typical Section requires either a 30 ft. wide (back of curb to back of curb) street within a 50 ft right of way or a 35 ft. wide street (back of curb to back of curb) within a 60' right of way. 4 Leaf Development LLC requests approval to construct Arbor's Edge Trail as 28 ft. wide back of curb to back of curb within a 60 ft. right of way. The 28 ft. width is proposed as it matches the width of all the streets which will be utilized to serve the development – Lake Forest Drive and Southpointe Parkway. On-street parking is proposed to be restricted to only one side of Arbor's Edge Trail. Per the attached Autoturn analysis, the proposed roadway can accommodate the needs of the fire department.

Please place this item on the February 9th Planning Commission Meeting agenda.

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

Sincerely,

Etta M. Reed, PE

Enclosures

Cc: 4 Leaf Development LLC

Date: December 28, 2020

Description: Pt. Lot #3716
17.9654 Acres

Location: City of Oxford
Butler County, Ohio



Situated in the State of Ohio, Congress Lands West of the Miami River, Section 36, Town 5, Range 1, City of Oxford, Butler County and being 17.9654 acres of land in part of Lot #3716 of the lands of 4-Leaf Development, LLC as recorded in Official Record 7669, Page 950 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the Southeast corner of said Lot #3716 and being the **True Point of Beginning**;

thence, North 88° 21' 42" West, 335.61 feet;

thence, North 87° 13' 42" West, 621.61 feet to the easterly right of way of Millville Oxford Road (U.S.#27);

thence, with the easterly right of way of said Millville Oxford Road (U.S. #27), North 33° 55' 03" West, 131.76 feet to the southerly right of way of Lake Forest Drive;

thence, leaving said easterly right of way of said Millville Oxford Road (U.S. #27) and with the southerly right of way of said Lake Forest Drive for the following four (4) courses and distances:

1. with a curve to the right, having a central angle of 90° 17' 08", a radius of 15.00 feet, an arc length of 23.64 feet, and a chord bearing North 11° 07' 31" East, 21.27 feet;
2. North 56° 16' 05" East, 206.66 feet;
3. with a curve to the left, having a central angle of 55° 47' 35", a radius of 1232.50 feet, an arc length of 1200.17 feet, and a chord bearing and distance of North 28° 22' 18" East, 1153.31 feet;
4. North 00° 28' 30" East, 33.69 feet;

thence, leaving the easterly right of way of said Lake Forest Drive, South 86° 21' 37" East, 366.51 feet to the easterly boundary of said Lot #3716;

thence, with the easterly boundary of said Lot #3716. South 02° 39' 50" West, 679.95 feet;

thence, South 02° 35' 43" West, 631.26 feet to the **True Point of Beginning** containing 782,573 square feet or 17.9654 acres of land, more or less and being subject to all easements, legal highways, restrictions and agreements of record.

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

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

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

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

<http://www.bayerbecker.com>

Property owners within 200 feet:

H4100143000006
H4100109000011
4 LEAF DEV LLC
125 W SPRING ST
OXFORD OH 45056 1768

H3620054000004
LANCE D RILE & DENISE R ARRINGTON
3819 OXFORD MILLVILLE RD
OXFORD OH 45056 9045

H3520054000003
CHELSEA ELAINE & RONNY THOMPSON
3825 MILLVILLE OXFORD RD
OXFORD OH 45056 9045

H3620054000002
BESSIE J MILLER
3833 MILLVILLE OXFORD RD
OXFORD OH 45056

H3620054000001
RAY & CAROLYN A GRILLIOT
3841 MILLVILLE OXFORD RD
OXFORD OH 45056

H3520053000005
RESHEM S BASSI & LACHHMAN KAUR
6045 GLENNSHIRE CT
WEST CHESTER OH 45069 4934

H3620053000004
SANDRA G MOHR
3849 MILLVILLE OXFORD RD
OXFORD OH 45056 9045

H3620053000003
PATRICK C BROWN
3857 MILLVILLE OXFORD RD
OXFORD OH 45056 9045

H3610039000022
JAMES R & BRIENNE A BURNS
4720 WALLACE RD
OXFORD OH 45056 9048

H3510039000021
HOPEDALE UNITARIAN
UNIVERSALIST COMMUNITY
PO BOX 625
OXFORD OH 45056 0740

H4100146000001
H4100146000010
H4100146000012
H4100146000013
H4100146000016
H4100146000017
H4100146000018
H4100146000019
H4100146000020
H4100146000021
H4100146000022
H4100146000023
H4100143000010
OH MU HOLDINGS LLC
201 MAIN ST STE 1000
LAFAYETTE IN 47901

H3510039000081
SCOTT R SCHULTE ETAL
3907 WOODRUFF RD
OXFORD OH 45056 9036

H3610039000040
RAMS HOLDINGS LTD
676 MUREX DR
NAPLES FL 34102

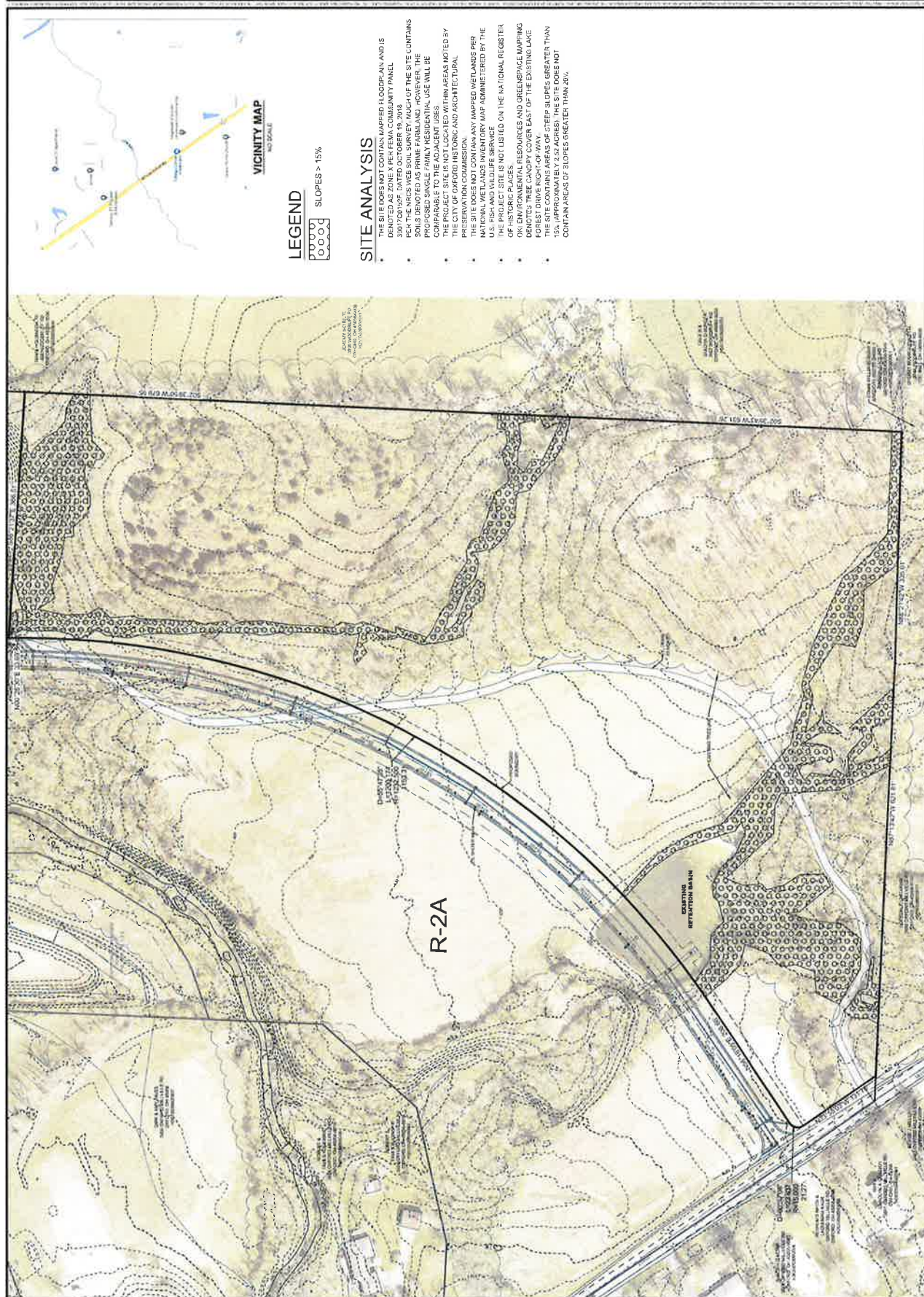
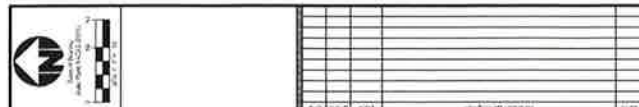
H3510039000081
JEREMY SCHULTE
3898 WOODRUFF RD
OXFORD OH 45056 9036

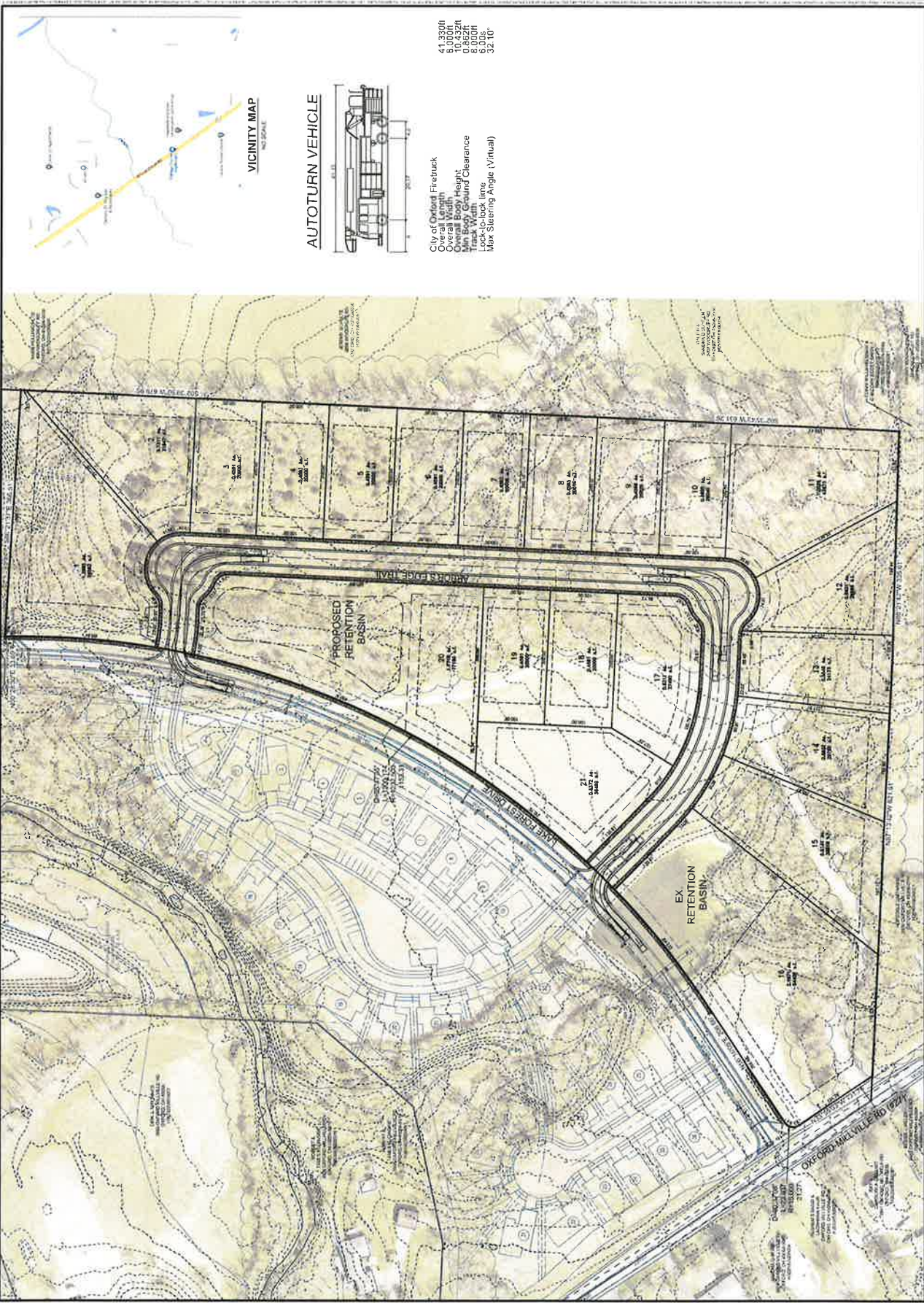
H3510039000003
STACY HOERNSCHEMEYER
3844 MALAER DR
CINCINNATI OH 45241 2619

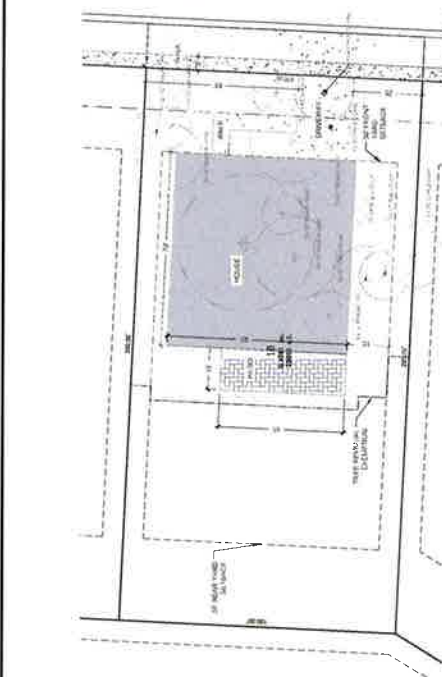
H3510039000054
DALE R & SANDRA D BURGER
3907 WOODRUFF RD
OXFORD OH 45056 9036

H3510039000060
SHERRY BOURQUEIN ETAL
3845 WOODRUFF RD
OXFORD OH 45056 9036

H3510039000061
CONNI WILLIAMS &
GREGORY SCOTT SHAW
4800 WALLACE RD
OXFORD OH 45056 9548

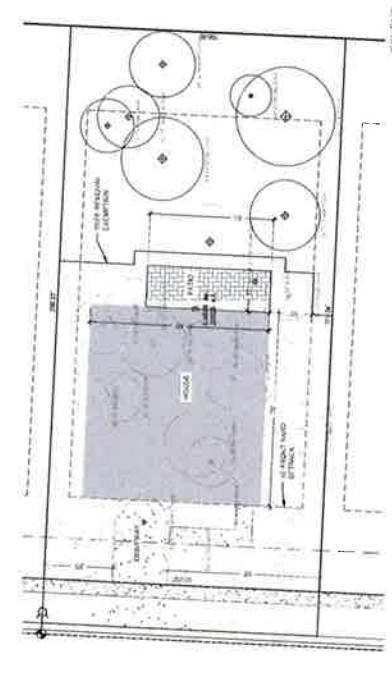






LOT 18 TREE SURVEY
TREE SPECIES: *Quercus macrocarpa*
TREE HEIGHT: 15' - 20'
TREE DBH: 4" - 6"
TREE LOCATION: Near house, near patio
TREE CONDITION: Good
TREE NOTES: No significant defects observed.

LOT 18 EXHIBIT (SAMPLE LOT FOR LOTS 16-20)
LAKELAND DRIVE
SOUTH FOREST DRIVE
LOT 18 EXHIBIT (SAMPLE LOT FOR LOTS 16-20)
LAKELAND DRIVE
SOUTH FOREST DRIVE
LOT 18 EXHIBIT (SAMPLE LOT FOR LOTS 16-20)
LAKELAND DRIVE
SOUTH FOREST DRIVE



LOT 9 TREE SURVEY
TREE SPECIES: *Quercus macrocarpa*
TREE HEIGHT: 15' - 20'
TREE DBH: 4" - 6"
TREE LOCATION: Near house, near patio
TREE CONDITION: Good
TREE NOTES: No significant defects observed.

LOT 9 EXHIBIT (SAMPLE LOT FOR LOTS 11-15)
LAKELAND DRIVE
SOUTH FOREST DRIVE
LOT 9 EXHIBIT (SAMPLE LOT FOR LOTS 11-15)
LAKELAND DRIVE
SOUTH FOREST DRIVE
LOT 9 EXHIBIT (SAMPLE LOT FOR LOTS 11-15)
LAKELAND DRIVE
SOUTH FOREST DRIVE

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation
Originating Department

Council Meeting Of: April 6, 2021

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: March 19, 2021

Agenda Title: Oxford Recreation Board - March 18, 2021

Recommendation: Approve *DRE 4-2-21*

Attendance: Rec Board: Mayor Mike Smith, Kevin Ackley, Craig Bennett, Holli Morrish and Chairperson Ken Bogard
OPRD: Casey Wooddell, Deanna Barbour

The Oxford Recreation Board met via Zoom on Thursday, March 18 at 11:30am. Agenda for the meeting, and minutes from the February 2021 meeting were approved without comment.

Mr. Wooddell provided a report from the Parks and Recreation Department. This report included information about the updated activity guide for April-June 2021, as well as information about some of the most frequently asked questions being received this time of year about the aquatic center, summer camp, and other special events. The answers to those questions are available on page 15 of the activity guide. Mr. Wooddell provided updates about the new bottle filler units being installed at the Oxford Community Park, TRI Center and Pepper Park. Additionally, information accompanied by some images about the new baseball field project at the community park and pickle ball / tennis court project at the TRI Community Center was shared with the Board.

Ms. Morrish shared updates about Talawanda School District. These updates included information about potential graduation and prom plans for the high school, as well as information about vaccinations for school staff. Mr. Bennett and Mr. Ackley provided updates about Miami University Recreation and Athletics. Details about these updates for both Talawanda and Miami can be found in the meeting minutes.

In new business, Mr. Wooddell shared information about a Park Audit project which was completed by a Miami University senior student. This student conducted audits at several city and regional parks to learn what amenities were present, what additional amenities may be needed, and what current and future recommendations should be considered.

The audit reviewed parking, lights, play structures, shelters, recreation opportunities (i.e. courts, fields, trails), trashcans/recycling, restrooms/port-o-lets, and signage. OPRD will continue working with that student on her results to make improvements in city parks.

Mr. Bogard and Mr. Wooddell informed the Recreation Board that Mr. Bennett accepted the opportunity to represent the Recreation Board on the newly formed Boards and Commissions Steering Committee for updating the City Comprehensive Plan. Each board was asked to nominate one representative, and Mr. Bennett accepted this nomination.

Meeting was adjourned at 12:28pm. Next meeting scheduled for Thursday, April 15 at 11:30am, via Zoom.

Approved By:

Initial Date

Department Head: CDW \ 3/19/2021

City Manager: _____ \ _____



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 24, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Purchase of a Replacement John Deere 1575 Drive Unit and 60" Rotary Broom
BUDGETED AMOUNT:	\$ 38,000
ACCOUNT CODE:	144.490.61246 - \$19,000 140.720.61216 - \$19,000
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i> <i>MBD 3/25/21</i>

Discussion:

The 2021 Capital Equipment budget includes \$38,000 for the replacement of the Streets & Maintenance Division's John Deere tractor and rotary broom. This machine is used extensively in maintaining the Oxford Area Trail System as well as for snow removal on City owned properties and rights of way. The existing vehicle is a model year 2002 vehicle (19 years old) and has reached the end of its useful life for City service.

The State of Ohio offers a State Term Schedule contract for a John Deere 1575 TerrainCut™ tractor with cab as well as a 60" rotary broom powered by the tractor:

John Deere 1575 Drive Unit	\$ 33,593.73
60" Rotary Broom	<u>4,141.74</u>
Total for fully equipped vehicle	\$37,735.47

Staff recommends the City Council authorize the City Manager to enter into an agreement with Deere & Company for the purchase of a new TerrainCut tractor and 60" rotary broom for an amount not to exceed \$37,735.47.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DEERE & COMPANY FOR THE PURCHASE OF A NEW TERRAINCUT TRACTOR AND 60" ROTARY BROOM AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$37,735.47.

WHEREAS, the 2021 Capital Equipment Budget includes \$38,000.00 for the replacement of the Streets & Maintenance Division's John Deere tractor and rotary broom; and;

WHEREAS, the State of Ohio offers a State Term Schedule contract for a John Deere 1575 TerrainCut tractor with cab as well as a 60" rotary broom powered by the tractor; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an agreement with Deere & Company for the purchase of a new TerrainCut tractor and 60" rotary broom at state contract pricing at a cost not to exceed \$37,735.47.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and accepts the state contract pricing for the purchase of a new TerrainCut tractor and 60" rotary broom at a cost not to exceed \$37,735.47.

SECTION 2: Council further authorizes the City Manager to enter into an agreement with Deere & Company for the purchase of a new TerrainCut tractor and 60" rotary broom at state contract pricing at a cost not to exceed \$37,735.47.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

Quote Id: 23947252

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Prepared For:

CITY OF OXFORD



Proposal For:

Delivering Dealer:

Stuart Merkamp

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056

oxford@koenigequipment.com

Quote Prepared By:

Stuart Merkamp
stu.merkamp@koenigequipment.com

Date: 23 March 2021

Offer Expires: 22 April 2021

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
 5736 College Corner Pike
 Oxford, OH 45056
 513-523-4169
 oxford@koenigequipment.com

Quote Summary
Prepared For:

CITY OF OXFORD
 15 S COLLEGE AVE
 OXFORD, OH 45056
 Business: 513-524-5202

Delivering Dealer:

Koenig Equipment, Inc.
 Stuart Merkamp
 5736 College Corner Pike
 Oxford, OH 45056
 Phone: 513-523-4169
 stu.merkamp@koenigequipment.com

Quote ID: 23947252
Created On: 23 March 2021
Last Modified On: 24 March 2021
Expiration Date: 22 April 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1575 TerrainCut™ with ComfrotCab Commercial Front Mower (Less Mower Deck) Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22) Price Effective Date: January 8, 2021	\$ 43,207.37	\$ 33,593.73 X	1 =	\$ 33,593.73
JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non- Series II Front Mowers) Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22) Price Effective Date: January 8, 2021	\$ 5,327.00	\$ 4,141.74 X	1 =	\$ 4,141.74
Equipment Total				\$ 37,735.47

Quote Summary

Equipment Total \$ 37,735.47

Trade In

SubTotal **\$ 37,735.47**

Est. Service \$ 0.00

Agreement Tax

Total \$ 37,735.47

Balance Due \$ 37,735.47

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

KOENIG
KOENIG EQUIPMENT, INC.

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 23947252 **Customer Name:** CITY OF OXFORD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
 5736 College Corner Pike
 Oxford, OH 45056
 513-523-4169
 oxford@koenigequipment.com

JOHN DEERE 1575 TerrainCut™ with ComfrotCab Commercial Front Mower

Hours: **Suggested List ***
Stock Number: \$ 43,207.37
Contract: OH STS515 AG Mach, Mowers, Tractors 800750 **Selling Price ***
 (PG 6G CG 22) \$ 33,593.73

Price Effective Date: January 8, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2445TC	1575 TerrainCut™ with ComfrotCab Commercial Front Mower (Less Mower Deck)	1	\$ 42,639.00	22.25	\$ 9,487.18	\$ 33,151.82	\$ 33,151.82
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.25	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
TCB10303	Rear Weight Mounting Kit	1	\$ 120.91	22.25	\$ 26.90	\$ 94.01	\$ 94.01
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	4	\$ 60.99	22.25	\$ 13.57	\$ 189.68	\$ 189.68
LVB24844	External Mirror Kit (Cab Only)	1	\$ 203.50	22.25	\$ 45.28	\$ 158.22	\$ 158.22
Dealer Attachments Total			\$ 568.37		\$ 126.46	\$ 441.91	\$ 441.91
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 43,207.37		\$ 9,613.64	\$ 33,593.73	\$ 33,593.73

JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500



Selling Equipment

Quote Id: 23947252

Customer Name: CITY OF OXFORD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Koenig Equipment, Inc.
5736 College Corner Pike
Oxford, OH 45056
513-523-4169
oxford@koenigequipment.com

Equipment Notes:

Hours:

Suggested List *

\$ 5,327.00

Stock Number:

Selling Price *

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)

\$ 4,141.74

Price Effective Date: January 8, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0501TC	60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non- Series II Front Mowers)	1	\$ 3,586.00	22.25	\$ 797.89	\$ 2,788.11	\$ 2,788.11
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.25	\$ 0.00	\$ 0.00	\$ 0.00
1000	Lift Arms, Cylinders, Drive Shaft and Hardware	1	\$ 1,741.00	22.25	\$ 387.37	\$ 1,353.63	\$ 1,353.63
Standard Options Total			\$ 1,741.00		\$ 387.37	\$ 1,353.63	\$ 1,353.63
Total Selling Price			\$ 5,327.00		\$ 1,185.26	\$ 4,141.74	\$ 4,141.74



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police
PREPARED BY:	John A. Jones, Police Chief
DATE PREPARED:	March 30, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Resolution to sell junk/abandoned motor vehicles to the highest bidder.
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

DISCUSSION:

Pursuant to Oxford City Code and in accordance with ORC 4513.62, the Division of Police requests that City Council approves the sale of salvage/junk/abandoned motor vehicles described in the attached Exhibit A to the highest bidder and that the proceeds from such sale be placed in the General Fund.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SALE OF SALVAGED, JUNK AND/OR ABANDONED MOTOR VEHICLES.

WHEREAS, the Police Chief recommends that unclaimed motor vehicles ordered into storage pursuant to Section 4513.62 of the Ohio Revised Code be sold to a motor vehicle salvage dealer or scrap metal processing facility at the highest obtainable salvage price. The motor vehicles to be sold are listed on Exhibit "A" attached hereto and incorporated herein by reference.

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

SECTION 1: City Council hereby accepts the recommendation of the Police Chief and authorizes the sale of the salvaged, junk and/or abandoned motor vehicles listed on Exhibit "A" to a motor vehicle salvage dealer or scrap metal processing facility at the highest obtainable salvage price. The proceeds thereof shall be placed in the General Fund.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

Exhibit A

The following vehicles are currently stored at the Oxford Police Department Impound Lot and are unclaimed by the owner after due notice. The Oxford Police Department has obtained salvage titles for the below vehicles and we are requesting they be sold to a salvage dealer.



1. 2003 GMC VIN#: 1GKDT13S732130012



2. 1999 Buick VIN#: 1G4HP52K3XH468872



3. 1995 Buick
VIN#: 1G4HP52L9SH431360



4. 2006 Pontiac
VIN#: 1G2ZG558X64145485



5. 1999 Saturn
VIN#: 1G8ZK5274XZ196467



6. 2001 Pontiac
VIN#: 1G2HX54K914234403



7. 2004 Chevrolet
VIN#: 1GNDX03E44D248200



8. 2002 Honda
VIN#: 1HGEM21502L037617



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	April 1, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	March 9, 2021 Planning Commission Summary (Virtual Meeting)
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> <i>DRE</i> 4-2-21

The Commission approved the meeting agenda and the February meeting minutes. All members were present as well as law and staff.

There were no comments from the public on items not on the agenda.

Board and Committee designees provided updates on ongoing work.

PC-2020-18, PRELIMINARY SUBDIVISION, South Forest Edge, 1983 Lake Forest Drive, 17.97 Acres, 21 single family lots, 4 Leaf Development LLC Applicant

Staff presented updates from this tabled case since the previous month: 1) Stub street to east 2) Tree preservation/eastern buffer 3) Buffer along Lake Forest Drive 4) Lot 16 access and location of building 5) maintenance of retention ponds

There was lengthy discussion on the topics above. It was decided that a stub street to the east/township was not essential but flexibility for some kind of connection should be documented. The Commission voted 7-0-0 to approve with waivers and conditions as noted in the staff report.

PC-2021-03 LOT SPLIT & CONSOLIDATION, 20 E High Street, 50 E. Park Place, Bayer Becker Surveyor, Part of Lot 41, Part of Lot 43, New Lot 3993, Sigma Chi Foundation

The subject property is behind the Uptown Park Pavilion. This new lot split/consolidation was presented to Planning as an item because of the Uptown lot size requirement. Sigma Chi already owns two lots; but one of the lots to be sold will be reduced in size, smaller than the minimum requirement.

Administrative Approvals



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

PC-2021-04 LOT CONSOLIDATION, 211 University, Part of Lot 324, Part of Lot 325, New Lot 3992, Bayer Becker, Surveyor, Tom Kacachos, Applicant

This plat was approved administratively and did not require Planning Commission discussion. Two adjacent parcels and one vacated right of way were consolidated into one parcel of same ownership.

PC-2021-05, MINOR AMENDMENT CONDITIONAL USE, 5046 College Corner Pike, Dairy Queen site renovation, John Odom, Architect

This was an amendment to a previously approved 2013 Conditional Use for Chef Lin's Restaurant. The site has been purchased by a Dairy Queen site developer. Staff, Planning Chair and the architect worked through several revisions to come to a final plan that did not require a full discussion at Planning. The building footprint will remain and be re-faced. The exterior site features will be upgraded.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	3/18/2021
COUNCIL MEETING DATE:	4/6/2021
AGENDA TITLE:	Supplemental Budget Ordinance
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i> <i>[Signature]</i> 3/25/21

DISCUSSION:

Issue 1

To make adjustment to budget appropriations for the repair of a City traffic light pole from the unencumbered balance

Action Needed:

Revenue Side

Capital Equipment Fund (140) 30,000.00

Expense Side

Capital Equipment Fund (140) 30,000.00

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

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

Breakdown by Fund

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO.3600. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 3 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2021.

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

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

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

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

Capital Equipment Fund 140	30,000.00
----------------------------	-----------

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

Capital Equipment Fund 140	30,000.00
----------------------------	-----------

SECTION 4: In all other respects, Ordinance No. 3600 shall remain in full force and effect.

SECTION 5: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	3/24/2021
COUNCIL MEETING DATE:	4/6/2021
AGENDA TITLE:	Insurance Renewal Resolution
BUDGETED AMOUNT:	\$185,485
ACCOUNT CODE:	Various
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21 M 3/24/21</i>

DISCUSSION:

Staff is requesting Council to approve the property and casualty insurance renewal of up to \$168,396 for 2021. This represents a \$5,116 decrease over last year's cost of \$173,512. The primary decrease is due to market conditions as well as seeking multiple insurer's proposals. Insurance premiums will be paid on a semiannual basis. Tokio Marine – HCC Public Risk Ohio will be the carrier again this year. They have been our carrier since our April 1, 2009 policy year.

Love requested quotes from eight different markets this renewal season. It came down to three carriers getting close to formally submitting a bid. One didn't follow thru due to their concerns including the City's number of vehicles and their incorrect assumption the City's population is larger than it actually is. They added the student population to the approximately 25K taking it to approximately 45K. Travelers did submit a quote but it didn't include items we are currently insured for so in the end it probably would have been close to HCC's. Also HCC offers our \$10 million umbrella



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

over six areas: General Liability which includes fire department EMT liability and sexual abuse and molestation, Law Enforcement Professional Liability, Auto Liability, Public Officials Errors and Omissions, Employment Practices Liability and Employee Benefits Errors and Omissions each with \$10 million in excess coverage. Most other carriers would offer \$10 million in excess in total.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE INSURANCE BID OF INSURANCE SPECIALIST GROUP, INC., DBA LOVE INSURANCE PARTNERS FOR THE CITY'S PROPERTY AND CASUALTY INSURANCE COVERAGE FOR 2021.

WHEREAS, Insurance Specialist Group, Inc., dba Love Insurance Partners (hereinafter 'Love Insurance Partners') submitted an insurance bid not to exceed \$168,396.00 for the City's property and casualty insurance coverage for 2021, a \$5,116 decrease over last year's cost of \$173,512.00; and

WHEREAS, the City Manager and the Finance Director recommend Council accept the insurance bid of Love Insurance Partners not to exceed \$168,396.00 for the City's property and casualty insurance coverage for 2021.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and accepts the insurance bid of Love Insurance Partners not to exceed \$168,396.00 for the City's property and casualty insurance coverage for 2021.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MIKE SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	March 29, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Resolution to Authorize \$49,061.30 Contract with Bayer Becker Engineers for Oxford Area Trails Route Planning & Cost Estimations
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 4-2-21</i>

The 2021 Budget included a \$50,000 estimated cost for updating Oxford Area Trails route planning and cost estimations for the “Northwestern Arc” portion of the City. This is for the area between the Oxford Community Park and the Black Covered Bridge. The most recent plans and cost estimates for this area were completed in 2006.

The last route planning and cost estimation project was done in 2016-17, prior to the passage of the trail levy. The 2017 project did not include the Northwestern Arc area. Several departments of the City are involved in completing OATS as quickly and strategically as possible. Updating 15 year old estimates will put the City in a better position to obtain grant funding and donations.

Given that the City anticipates coordination with CSX Railroad for two trail crossings and one passenger rail platform, additional bidding alternatives were added for potential competitive cost savings to taxpayers. It was confirmed that those additional alternatives would be over budget.

The Request for Proposals was advertised on the internet in multiple locations as well as in print on January 30 and February 6 in the Hamilton Journal-News. The City held a well-attended pre-bid meeting on February 17 and received two responses out of the 35 registrants. Staff from four departments scored the responses. Both teams were interviewed. Bayer Becker/KZF was selected to be the lowest and best, for this particular project, though the City has also received quality work from EDG. Proposed costs from all aspects of both teams are included below. The contract with BB includes a base cost of \$42,662.00. City staff may need assistance with public outreach and additional trail easement documents; therefore requests a 15% contingency, totaling \$49,061.30. The work is to be completed before the end of 2021.

Scope of Work	NW Arc	Alt 1-School connection	Alt 2- RR crossing design
Bayer Becker/KZF	\$42,662.00	\$7,065.48	\$78,784.80
Environmental Design Group	\$45,469.80	included in NW Arc	\$374,904.85

RESOLUTION NO.

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES PROJECT AGREEMENT WITH BAYER & BECKER, INC. FOR UPDATING THE OXFORD AREA TRAILS ROUTE PLANNING AND COST ESTIMATIONS FOR THE "NORTHWESTERN ARC" PORTION OF THE CITY AT A COST OF \$42,662.00 PLUS A CONTINGENCY IN THE AMOUNT OF \$6,399.30 FOR A TOTAL COST NOT TO EXCEED \$49,061.30.

WHEREAS, the 2021 Budget includes \$50,000.00 for updating the Oxford Area Trails route planning and cost estimations for the "Northwestern Arc" portion of the City, between the Oxford Community Park and the Black Covered Bridge; and

WHEREAS, the Request for Proposals was advertised on the internet in multiple locations and in the *Journal News* on January 30, 2021 and February 17, 2021. Two (2) proposals were received and after careful consideration staff determined that Bayer & Becker, Inc. provided the lowest and best proposal for this particular project; and

WHEREAS, the City Manager and the Community Development Director recommend Council accept the proposal of Bayer & Becker, Inc. and authorize the City Manager to enter into a professional services project agreement with Bayer & Becker, Inc. in a form substantially similar to Exhibit "A" attached hereto for updating the Oxford Area Trails route planning and cost estimations for the "Northwestern Arc" portion of the City at a cost of \$42,662.00 plus a contingency in the amount of \$6,399.30 for a total cost not to exceed \$49,061.30.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Community Development Director and accepts the proposal of Bayer & Becker, Inc. for updating the Oxford Area Trails route planning and cost estimations for the "Northwestern Arc" portion of the City at a cost of \$42,662.00 plus a contingency in the amount of \$6,399.30 for a total cost not to exceed \$49,061.30.

SECTION 2: Council further authorizes the City Manager to enter into a professional services project agreement with Bayer & Becker, Inc. in a form substantially similar to Exhibit "A" attached hereto for updating the Oxford Area Trails route planning and cost estimations for the "Northwestern Arc" portion of the City at a cost of \$42,662.00 plus a contingency in the amount of \$6,399.30 for a total cost not to exceed \$49,061.30.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



EXHIBIT 'A'

PROFESSIONAL SERVICES PROJECT AGREEMENT

DATE – March 24, 2021

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

CLIENT:	City of Oxford
ADDRESS:	15 South College Avenue Oxford, Ohio 45056
BILLING CONTACT REPRESENTATIVE:	Sam Perry Community Development Director
BILLING CONTACT REPRESENTATIVE'S Email:	sperry@cityofoxford.org
PROJECT TITLE:	OATS Route Planning & Cost Estimations

SCOPE OF SERVICES TO BE PROVIDED BY BB:

Bayer Becker shall provide the professional services necessary to provide the following items related to the Oxford Area Trail System (OATS) Trail.

Part 1A: Northwestern Arc Route Study (Feasibility Study)

BB shall perform a Feasibility Study for the segment of the OATS trail from the Oxford Community Park to the Black Covered Bridge. Scope of the Study shall involve the following:

- Overlay KZF's 2006 alignments onto existing GIS mapping.
- Provide property ownership data on GIS basemap.
- Evaluate up to two additional alternative alignments. Additional alternative alignments can be provided at a supplemental fee.
- Prepare a comparison matrix, comparing the various alignment alternatives. Criteria to be evaluated include safety of user, environmental impact, cost, constructability, accessibility, user experience, and grant funding options. A relative ranking of low, mid or high impact will be provided.
- Provide a narrative of the alternative analysis culminating with a single recommended preferred alignment.
- Meet with City staff to present the alternatives analysis and recommended alignment.
- Feasibility Study will be suitable for submittal to ODOT in the future, if necessary.
- Gain concurrence from approving parties.

Part 1B: Northwestern Arc Crossing Study

BB shall provide details for both a roadway and railroad crossing. More specifically, BB shall:

- Develop a separate typical detail and section for an above grade, at-grade and below grade railroad crossing.
- Determine an estimated cost for each type of railroad crossing: above grade, at-grade and below grade.
- If possible, participate in preliminary discussions with CSX regarding the railroad crossings. Historically, CSX has preferred a submittal to approve. Should CLIENT wish to pursue plan review and permitting with CSX, a fee can be provided for this service.
- Determine a typical detail for a roadway crossing and provide an estimated cost.
- Typical railroad and roadway crossing details shall be prepared with consideration for maximizing grant funding options. While the team will undertake best efforts to influence the type and design of the crossing, railroads heavily dictate crossings.

Part 1C: Northwestern Arc Owner Outreach

BB shall work closely with City staff to provide owner outreach to key stakeholders along the preferred alignment. BB's services shall include the following:

- Develop a list of key stakeholders along the preferred trail alignment.
- Provide the City with a letter template to send to key stakeholders along the trail alignment.
- Prepare draft easement documents. Scope includes preparation of five easement exhibits.
- Assist the City representatives at meetings with key stakeholders to obtain buy-in of the trail. Ten hours have been allocated for meetings with key stakeholders.

Part 1D: Northwestern Arc Public Outreach

BB shall develop and assist the City with the implementation of a Public Outreach Plan.

- An outreach plan will be prepared and provided to CLIENT which will meet NEPA compliance, if needed in the future. Should CLIENT wish for BB's team to assist with the Public Outreach, a fee can be provided for this additional service
- Provide support documents, exhibits, design of signs and/flyers, etc. for use by the City in public outreach.
- Modify trail alignment based upon feedback from the public outreach effort.

Part 1E: Northwestern Arc Preliminary Design

BB shall prepare 30% design documents for the preferred alignment. 30% design documents shall consist of the following:

- Typical sections
- Schematic plan
- Utility coordination – contact utility companies to obtain existing utility information for the preferred alignment.
- Plan/profile sheets
- Critical cross sections
- Preliminary drainage plan
- Preliminary pedestrian bridge design, if needed.
- Preliminary retaining wall locations and sizes
- Preliminary environmental impact – Perform Red Flag Analysis to determine potential impact on environmental features.
- Applicable railroad standards
- Determine if there is any impact to FEMA mapped areas.
- Submit 30% design documents to the City for review and comment.

Part 1F: Northwestern Arc Cost Estimation

A Preliminary Cost Estimate will be prepared based upon the 30% design documents of the preferred alignment. Cost estimate will be prepared utilizing ODOT historical cost data and similar project data that the design team has on file. Cost estimate will include a contingency to account for unforeseen items.

Part 1G: Presentation

BB shall provide exhibits and supporting documentation for a presentation to City Council. If requested, BB shall provide technical assistance to staff for presentation of the preferred alignment to City Council.

The following services are not included within this proposal. If necessary or interested in these services, a fee can be provided:

- Site lighting design
- Geotechnical services
- Site renderings
- OEPA or Army Corps of Engineers Permitting.

BB shall provide all deliverables in a format as required by CLIENT, including but not limited to: ArcGIS, CAD, Excel, Word and Adobe PDF, via email, or shared drive location as mutually agreed.

COMPENSATION TO BE PAID TO BB FOR PROFESSIONAL SERVICES:

BB's fees will be as follows:

• Part 1A: Northwestern Arc Route Study	\$ 3,914.21
• Part 1B: Northwestern Arc Crossing Study	\$ 1,865.14
• Part 1C: Northwestern Arc Owner Outreach	\$ 7,525.48
• Part 1D: Northwestern Arc Public Outreach	\$ 4,215.26
• Part 1E: Northwestern Arc Preliminary Design	\$ 22,271.70
• Part 1F: Northwestern Arc Cost Estimation	\$ 1,355.11
• Part 1G: Northwestern Arc Presentation	\$ 1,515.10
Total	\$ 42,662.00
• Additional easement exhibits and legal descriptions In excess of the 5 provided.	\$ 750.00 per easement

CLIENT shall be billed monthly based on the percentage of work complete. The total contract amount is based on the lump sum fees listed above or on a per unit basis. Payment for services rendered shall not be contingent upon approval of the drawings or continuation of the project.

TERMS AND CONDITIONS:

Billing and Payment

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

Standard of Care

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

Liability and Insurance

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

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

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

Bodily Injury and Property Damage	\$1,000,000 per occurrence
Combined	and \$2,000,000 aggregate

TERMS AND CONDITIONS (CONTINUED):

Personal Injury \$1,000,000 aggregate

C. Business Automobile Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage \$1,000,000 per accident
Combined

D. Umbrella Form Excess Liability Insurance providing coverage with limits of at least:

Bodily Injury and Property Damage \$5,000,000 per occurrence
Combined and \$5,000,000 aggregate

E. Professional Liability Insurance coverage with limits of \$2,000,000 per claim and \$5,000,000 aggregate, which includes a \$50,000 deductible provision per claim.

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

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

Indemnification

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

Revision of Documents

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

Use of and Ownership of Documents

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

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

TERMS AND CONDITIONS (CONTINUED):

Entire and Integrated Agreement

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

Suspensions, Cancellation, Termination, or Abandonment

In the event the project described herein, or the services of BB called for under this agreement, is/are suspended, terminated, or abandoned by the CLIENT, BB shall be given seven days written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation, or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses. BB may terminate this Agreement for cause by giving CLIENT seven days written notice of the cause and five (5) working days in which to cure the cause or breach, BB shall be compensated for all work performed up to the date of termination.

Dispute Resolution

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

Successors and Assignment

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

Construction Cost Estimates

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

Severability

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

Permitting

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

CLIENT Provided Information

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

Notices

Any notice provided for in the Agreement shall be in writing and shall be considered as having been given, unless otherwise specified in this Agreement, if mailed by certified or express mail, postage prepaid, or personally delivered. Notice of effective date, Notice to Proceed, or Change Orders may be provided for



TERMS AND CONDITIONS (CONTINUED):

by mail with both parties signing and dating; or e-mail with a scanned colored image of both parties signing and dating. Notice is deemed received the earlier of the actual receipt (with appropriate documentation) or the third day after mailing (with appropriate documentation).

ADDITIONAL TERMS AND CONDITIONS:

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

Special field investigations, including but not limited to the taking of borings, environmental investigation, and laboratory testing shall be an additional expense beyond the scope of these services, and not included in fee.

Any necessary retaining wall/structures design and submittals are not included in this proposal.

The above contract does not include lighting or signage design services. These services can be provided under separate contract.

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

CLIENT shall pay all recording fees.

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

==

I understand that by Electronically signing this document, it is covered by the Uniform Electronic Transactions Act (UETA), eSign Act, and State eSign laws. These laws define that a document or signature cannot be denied legal effect or enforceability because it is in electronic form.

Electronically signed and dated by:

APPROVED:

Bayer & Becker, Inc.

CLIENT: City of Oxford

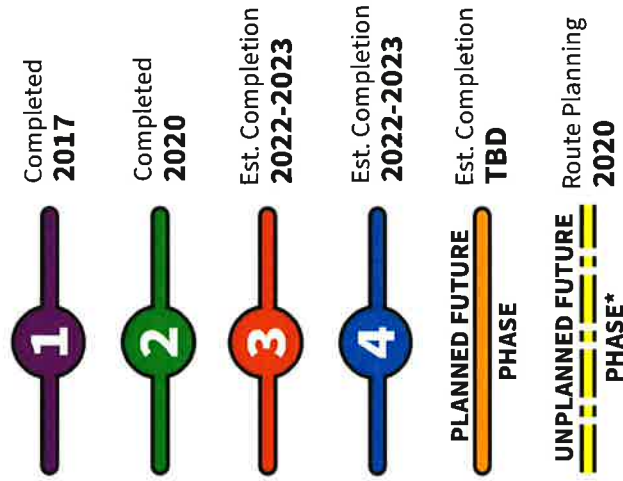
Title: Principal

Title:

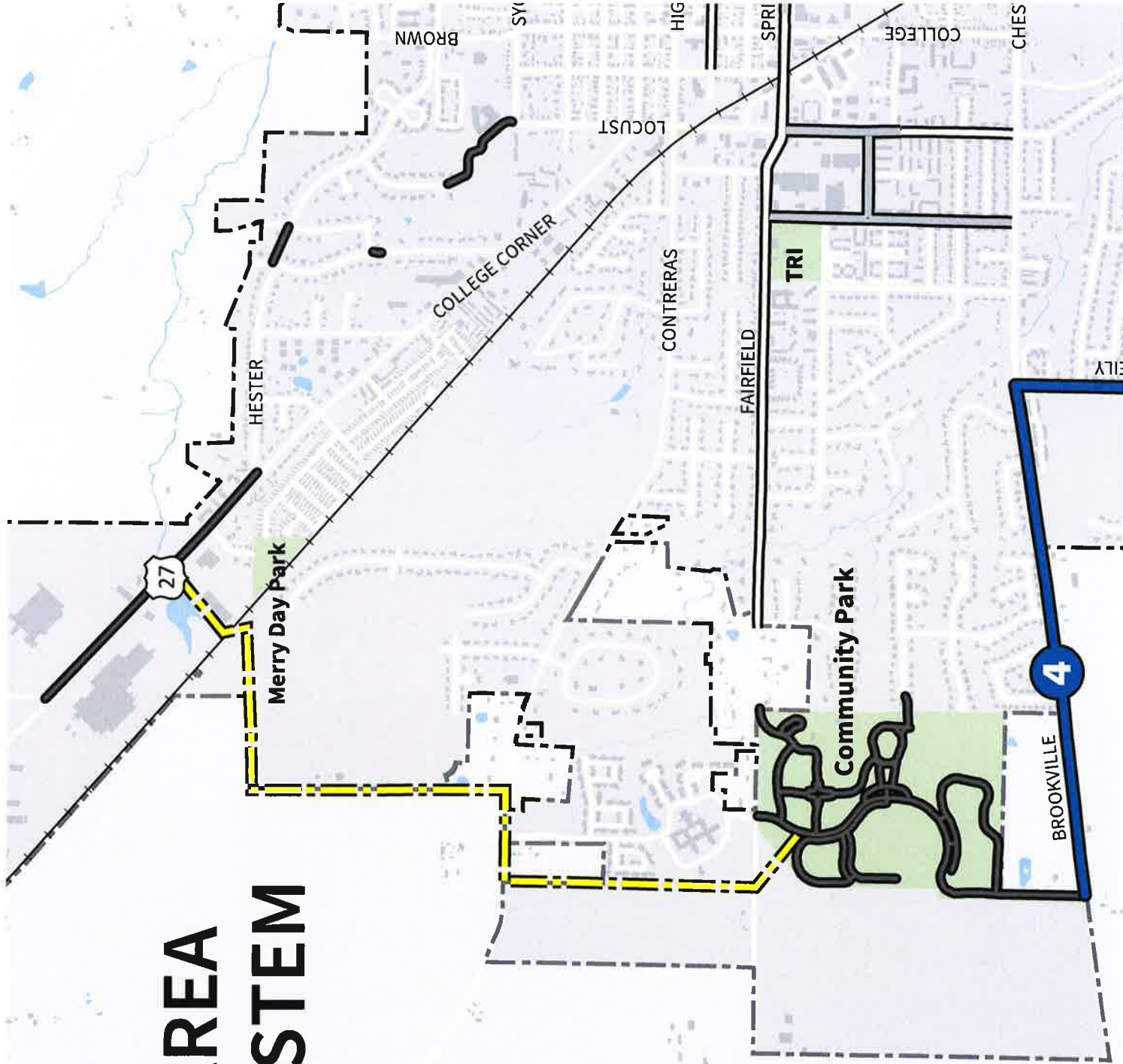
FUTURE OXFORD AREA TRAILS SYSTEM

LEGEND

OATS Phases



*Route shown is from preliminary study by KZF Design drawn in 2007. More precise route planning to occur in 2020.





The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	March 25, 2021
COUNCIL MEETING DATE:	April 6, 2021
AGENDA TITLE:	Contract for 2021 Ford F-450 Cab & Chassis
BUDGETED AMOUNT:	\$ 80,000
ACCOUNT CODE:	122.720.52520
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 4-2-21 MBD 3/26/21

Discussion: The 2021 capital improvement plan includes \$80,000 for the replacement of truck number 08-62. This vehicle is operated by the Streets & Maintenance Division of the Service Department and is used extensively for snow plowing and road deicing operations, residential yard waste collection, and street maintenance operations. The current vehicle is 13 years old and is reaching the end of its useful life.

Sourcwell (aka National Joint Purchasing Alliance) offers a contract for a 2021 Ford F-450 cab & chassis vehicle - #120716-NAF. The base price with specified (attached) options for the cab & chassis is \$41,248.68. However, while competitively shopping this spec to regional dealers, a lower price was obtained from Lebanon Ford. Their price beats the national contract with a price of \$39,968.00 for the same specifications.

Staff recommends the City Council authorize the City Manager to enter into an agreement with **Lebanon Ford** for the purchase of a 2021 Ford F-450 cab & chassis for an amount not to exceed **\$39,968.00**. As this contract is only for the cab & chassis, supplemental equipment including the truck bed/body, hoist, hydraulics, snowplow, salt spreader, and lighting will be provided by another vendor (under a Sourcwell contract) and will remain within the budget amount for this line item.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LEBANON FORD FOR THE PURCHASE OF A 2021 FORD F-450 CAB & CHASSIS AT A COST NOT TO EXCEED \$39,968.00.

WHEREAS, the 2021 Capital Equipment Budget includes \$80,000.00 for the purchase of a replacement vehicle for use by the Streets & Maintenance Division of the Service Department; and

WHEREAS, the existing vehicle is 13 years old, nearing the end of its useful life and it has been budgeted for replacement; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into a contract with Lebanon Ford for the purchase of a 2021 Ford F-150 cab & chassis at a cost not to exceed \$39,968.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and further authorizes the City Manager to enter into a contract with Lebanon Ford for the purchase of a 2021 Ford F-150 cab & chassis at a cost not to exceed \$39,968.00, which has been appropriated in the 2021 budget.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

OPTIONS AS QUOTED

VIRTIC1DP V4.58 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 11:38:10

==>

Dealer: F47488

Page: 1 of 2

Order No: 9999 Priority: G2 Ord FIN: QS043 Order Type: 5B Price Level: 215

Ord PEP: 650A Cust/Flt Name: OXFORDS

PO Number:

RETAIL

RETAIL

F4H F450 4X4 CHAS/C \$43165

145" WHEELBASE

FLEET SPCL ADJ

NC

Z1 OXFORD WHITE

18B PLAT RUNNING BD

320

A VNYL 40/20/40

TPMS DELETE

S MEDIUM EARTH GR

16500# GVWR PKG

650A PREF EQUIP PKG

425 50 STATE EMISS

NC

.XL TRIM

473 SNOW PLOW PREP

250

572 .DUAL ZONE EATC

NC

.AMFM/MP3/CLK

TOTAL BASE AND OPTIONS

48745

99N .7.3L DEV V8 ENG

48745

44G 10-SPD AUTOMATC

THIS IS NOT AN INVOICE

TGK 225 MAX TRAC

*TOTAL PRICE EXCLUDES COMP PR

X8L 4.88 LTD SLIP

215

90L PWR EQUIP GROUP

360

TELE TT MIR-PWR

915

F1=Help

F2=Return to Order

F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

F9=View Trailers

QC03191

V1DP0438

2,6

VIRTC1DP V4.56 5432 EN

CNGP530

VEHICLE ORDER CONFIRMATION

03/25/21 11:38:22

==>

Dealer: F47488

Page: 2 of 2

Order No: 9999 Priority: G2 Ord FIN: QS043 Order Type: 5B Price Level: 215

Ord PEP: 650A Cust/Flt Name: OXFORDS

PO Number:

RETAIL

RETAIL

52B BRAKE CONTROLLR \$270

DEST AND DELIV \$1695

525 CRUISE CONTROL 235

62R TRANS PTO PROV 280

63A UTILITY LIGHT SYS 160

67B 397 AMP ALTRNTR 115

76C EX BACKUP ALARM 140

794 PRICE CONCESSN

REMARKS TRAILER

86M DUAL BATTERY 210

872 RR CAM & PREP K 415

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

F1=Help

F4=Submit F5=Add to Library F2=Return to Order

S099 - PRESS F4 TO SUBMIT

F3/F12=Veh Ord Menu

F7=Prev

F9=View Trailers

QC03191

V1DP0438

2,6



National Auto Fleet Group

A Division of Chevrolet or Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/24/2021

Quote ID: 27625

Order Cut Off Date: 1/22/2021

Eric Keebler
City of Oxford
Streets & Maintenance

101 East High St
101 East High St
Oxford, Ohio, 45056

Dear Eric Keebler,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford Super Duty F-450 DRW (F4H) XL 4WD Reg Cab 145" WB 60" CA,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$47,785.00	\$41,248.68	13.679 %	\$6,536.32
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$41,248.68		

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



2021 Fleet/Non-Retail Ford Super Duty F-450 DRW XL 4WD Reg Cab 145" WB 60" CA

WINDOW STICKER

2021 Ford Super Duty F-450 DRW XL 4WD Reg Cab 145" WB 60" CA

CODE	MODEL	MSRP
F4H	2021 Ford Super Duty F-450 DRW XL 4WD Reg Cab 145" WB 60" CA	\$42,695.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X48	4.88 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping/Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window	\$865.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$280.00
67B	397 AMP ALTERNATOR	\$115.00
86M	DUAL 78 AH BATTERY	\$210.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
473	SNOW PLOW PREP PACKAGE, -inc: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: Also allows for the attachment of a winch	\$250.00
68L	GVWR: 16,000 LB PAYLOAD PACKAGE	\$0.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	\$140.00
18B	PLATFORM RUNNING BOARDS	\$320.00
525	STEERING WHEEL-MOUNTED CRUISE CONTROL	\$235.00
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
18A	UPFITTER INTERFACE MODULE	\$295.00
—	FLEET ADVERTISING CREDIT	\$0.00
650A	ORDER CODE 650A	\$0.00

Please note selected options override standard equipment

SUBTOTAL

\$46,090.00

Advert/ Adjustments

\$0.00

Manufacturer Destination Charge

\$1,695.00

TOTAL PRICE

\$47,785.00

Est City: N/A MPG

Est Highway: N/A MPG

Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.