Office of the Mayor

Proclamation

Whereas: The City of Oxford is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, roughly 3,000 people die as a result of home fires and burns, more than 200,000 individuals are seen in the nation's emergency rooms for burn injuries; and

WHEREAS, Oxford's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Oxford's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, the 2009 Fire Prevention Week theme, "Stay Fire Smart! Don't Get Burned", effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, I, Prudence Z. Dana, Mayor of the City of Oxford, Ohio, do hereby proclaim October 4-10, 2009 as:

'FIRE PREVENTION WEEK'

throughout this city, and I urge all the people of Oxford to heed the important safety messages of Fire Prevention Week 2009, and to support the public safety activities and efforts of Oxford's fire and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 1st day of October, 2009.

Prudence Z. Dana, Mayor

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: October 6, 2009

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 23, 2009
Date Prepared

Agenda Title: A Resolution by City Council authorizing the donation of unclaimed bicycles in the City's possession to the Talawanda High School for a Bicentennial Art Project.

Recommendation:

Discussion:

As requested by Council Member Currie.

Approved By:

	Initial	Date
Department Head:		
City Attorney:		
City Manager:	DAH	10/2/09

RESOLUTION NO.

A RESOLUTION BY CITY COUNCIL AUTHORIZING THE DONATION OF UNCLAIMED BICYCLES IN THE CITY'S POSSSESSION TO THE TALAWANDA HIGH SCHOOL FOR A BICENTENNIAL ART PROJECT.

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

SECTION 1: Council Member Currie, as Chair of the Bicentennial Event Planning Committee, has requested the donation of unclaimed bicycles in the City's possession to the Talawanda High School for a Bicentennial Art Project.

SECTION 2: City Council hereby authorizes the donation of said unclaimed bicycles as described on exhibit 'A' attached hereto and incorporated herein to the Talawanda High School for a Bicentennial Art Project.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE CURRIE

PREPARED BY: LAW(STAFF)

Memo

To:	Chief S. Schwein
From:	Property Officer Ron Brooks Property Technician Mike O'Leary
Subject:	Bicycles For Bicentennial Project
Date:	15 September 2009

The following bicycles are in the possession of the Oxford Police Department. They have all been turned into our agency as "found". All have been unclaimed to this point and can be released after the required 90 day period for each bicycle according to the Oxford City Code. These bicycles have been requested for a Bicentennial Project at Talawanda High School and needs City Council authorization.

1 - Spaulding Blade 12-speed; red frame; serial # 47142080112915

2 - Huffy Strider 10-speed; silver frame; serial # HC3741868

3 - Trek; 21-speed; blue/yellow frame; serial # BT-0406CB4BT713

4 - Banff Velo Sport 21speed; green frame; serial # unavailable

5 - Schwinn Panther 1-speed; green frame; serial # CSC2115446

6 - Free Spirit Mountain Blaze 12-speed; aqua frame; serial # MON2159660

7 - Next Nitro 21-speed; lime green frame; serial # LBHF005553

8 - Next Nitro 18-speed; green/silver frame; serial # LBHE028348

9 - Roadmaster 12-speed; purple frame; serial # R3563WMOT

10 - Iron Horse AT-30 18-speed; blue/silver frame; serial # OIM0017863

11 - Huffy Black Water 15-speed; silver/purple frame; serial # KK04L13090

12 - Schwinn Impact 18-speed; black frame; serial # unavailable

** These are available for release **

13 - Trek 800 21-speed; blue frame; serial # WTU2134640P release date 10/25/09

14 - Trek 4100 18-speed; red/black frame; serial # TBI-0415C62GK370 release date 11/11/09

15 - Quasar Raptor 18-speed; blue/silver frame; serial # S01070066 release date 11/12/09

16 - Pacific 6000 21-speed; silver frame; serial # C28T0511 release date 11/16/09

17 - Trek Mountain Track 830 18-speed; black frame; serial # unavailable release date 11/21/09

18 - Giant Boulder SE 21-speed; blue frame; serial # unavailable release date 11/30/09

19 - Mongoose Exile 18-speed; black/silver frame; serial # SNHUA05B26405 release date 11/29

20 - Quest Crestwood 21-speed; black/silver frame; serial # XD71000477 release date 11/29/09

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Human Resources
Originating Department

Council Meeting Of: October 6, 2009

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 28, 2009
Date Prepared

Agenda Title: Report regarding the September 10, 2009 Civil Service Commission Special meeting.

Recommendation:

Discussion: The Civil Service Commission held a special meeting on Thursday, September 10, 2009. Those members present were: Phil Russo, Chair; Susan Lipnickey; Charles Crain and Karen Martino. Fred Russell was excused. Donna Heck, Human Resources Director; Mary Ann Eaton, Recording Secretary; Steve Schwein, Police Chief; Bob Holzworth, Police Lieutenant and Amy Gabbard, Office Manager were in attendance for the City.

The Commission viewed a presentation of the ECOMM Video-Based and Multimedia Test for hiring Calltakers and Dispatchers and approved the test after discussion of the weighted scoring system as presented by the Police Department. The Commission also approved the termination of the Public Safety Communications Officer Eligibility List.

The next meeting is tentatively scheduled for September 23rd or 30th, 2009.

Approved By:

	Initial	Date
Department Head:	DJH	9/29/09
City Attorney:		
City Manager:	DM	10/2/09

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: October 6, 2009

Account Code #: N/A

Budgeted Amount: N/A

Service Department
Originating Department

David Treleaven
Prepared By

September 24, 2009
Date Prepared

Agenda Title: Environmental Commission Meeting of September 23, 2009

Recommendation: For Review and Consideration

Discussion:

Environmental Commission members present at the Wednesday, September 23, 2009 meeting were: Chair, Mr. Charlie Ford; Vice-Chair, Mr. Wright Gwyn; City Council Representative, Mr. Greig Rutherford; Planning Commission Representative, Mr. Ted Wong; Ms. Kelly Church; and Mr. Kevin Armitage. A quorum was present. Mr. Orie and Mrs. Elinor Loucks; Dr. Sandra Woy-Hazleton; Mr. Don Pestana; Ms. Alyssa Good; Ms. Natalie Davidson; and Mr. Martin Wunderly were also in attendance.

Minutes from the August 26, 2009 regularly scheduled Environmental Commission meeting and a special Commission meeting on September 9, 2009 were unanimously accepted without revisions.

Ms. Alyssa Good and Ms. Natalie Davidson introduced themselves as members of the Miami University's Institute of Environmental Sciences (IES) public service project team that will be preparing a public land and street tree inventory. Information obtained (species, size measurements, general health, etc.) is to be utilized in a detailed carbon sequestering determination for the public trees of Oxford's urban forestry. The public tree inventory is to include the area within Oxford corporation limits. Street, park and cemetery trees are to be individually characterized and statistical summaries made for wood lots. A project summary to-date is to be publically presented in January 2010, with the final presentation in April 2010.

Mr. Martin Wunderly presented the IES public service project (entitled "Assessment of Energy Efficiency and Environmental Impact") summarizing an energy audit of Oxford and calculation of its carbon footprint. The assessment investigated the energy usage of Oxford's facilities and infrastructure, solid waste (refuse, recycling, and composting) generation and disposal, transportation fuel use and mileage (both fleet and employee commuting), and the urban forestry.

(Continued)

Approved By: FORM ONLY MBD		Initial \ Date
	Department Head:	[initials] \ 9/29/09
	City Attorney:	\
	City Manager:	[initials] \ 10/2/09

The investigation found that awareness and action on critical carbon and energy issues was present throughout Oxford's city organization. The Assessment concluded that the net carbon footprint for Oxford (5,343 units of mass carbon dioxide equivalent per unit time, or $MTeCO_2$) compared well to other typical U.S. city operations. Oxford's carbon footprint is largely influenced by the energy use in city buildings, fuel use for the vehicle fleet, and electrical energy used by the water and waste water treatment plants and street and traffic lights. The net carbon footprint includes an offset of approximately 14% due to recycling and composting, and the carbon dioxide absorption and urban heat reduction (specifically, the corresponding savings in cooling energy expenditure) due to street trees.

Based upon Mr. Wunderly's presentation, and a previous review and discussion of a draft assessment at the September 9, 2009 special meeting of the Commission, the Environmental Commission unanimously recommends to Council the following motion:

The Oxford Environmental Commission unanimously recommends that the Oxford City Council accepts the Institute of Environmental Sciences public service project entitled "Assessment of Energy Efficiency and Environmental Impact."

Environmental impact from human activities and rising energy costs necessitate changes in government and institutional policies to reduce energy consumption. Recognizing that the City of Oxford has shown leadership in the area of energy conservation, the Assessment provides the City of Oxford with an understanding of past energy use by city facilities and operations. The document includes calculations of Oxford's carbon footprint and recommends actions to reduce energy consumption and Oxford's carbon footprint. This recommendation is consistent with the goals and objectives as stated within Oxford's 2008 Comprehensive Plan.

Commissioners Ms. Kelly Church and Mr. Kevin Armitage indicated that they were willing to make a presentation to City Council regarding the energy audit and carbon footprint assessment. Staff was instructed to inquire about placing this presentation onto the City Council meeting agenda concurrent with the Council's consideration of the Assessment.

With the exception of Mr. and Mrs. Locks and Mr. Pestana, the attending Oxford residents and Commissioner Ms. Kelly Church departed. A quorum was still present. Commission members and the attending public discussed the IES public service project's Assessment and its relationship to the U.S. Mayors Climate Protection Agreement. As the two were considered to be integral to one another, the Environmental Commission unanimously recommends to Council the following motion:

The Oxford Environmental Commission unanimously recommends that the Oxford City Council should enter into the U S. Mayors Climate Protection Agreement. This agreement is a programmatic extension of the United States Conference of Mayors and has the support of some 965 signatories to date. The Mayors Climate Protection Agreement complements the City of Oxford's historic and on-going commitment to reduce carbon emission, which is consistent with spirit, goals and objectives as stated within Oxford's 2008 Comprehensive Plan.

The Commission adjourned at 9:30 p.m. The next Commission meeting is tentatively scheduled for Wednesday, October 28, 2009 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager | **Finance** — **Originating Department**

Council Meeting Of: 10/06/09

Heidi Hill — **Prepared By**

Account Code No. ____________________

Budgeted Amount: ____________________

9/22/2009 — **Date Prepared**

Agenda Title: **3.65 MILL PROPERTY TAX RATE RESOLUTION**

Recommendation: **Approve**

Discussion:

This resolution is the annual standard resolution sent to us from the Butler County Auditor.

The purpose is to legally adopt the Oxford property tax rate for next year as approved by the Auditor's office.

Approved By:

	Initial	Date
Department Head:	gd	9/23/09
City Manager:	DHE	10/2/09

RESOLUTION NO.

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION OF BUTLER COUNTY, OHIO AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

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

SECTION 1: Council in accordance with Ohio Revised Code, and having previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2010.

SECTION 2: The Budget Commission of Butler County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

SECTION 3: The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION: 4: There is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation, as set forth on Schedule A attached hereto and incorporated herein by reference:

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW(STAFF)

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE

BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES

AND CERTIFYING THEM TO THE COUNTY AUDITOR

(VILLAGE COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the CITY of OXFORD , Butler County, Ohio, met in

____________________ session on the _________ day of ___________________________, 20_______, at the
(regular or special)

office of _______________________________________ with the following members present:

____

____

____

____

____

____

____

______________________________________ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2010; and

WHEREAS, the Budget Commission of Butler County, Ohio has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore be it

RESOLVED, By the Council of the CITY of OXFORD Butler County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	1,140,000.00		3.65	
GENERAL BOND RETIREMENT FUND				
PARK FUND				
RECREATION FUND				
FIRE LEVY				
POLICE LEVY				
TOTAL	1,140,000.00	0.00	3.65	0.00

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND		COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)		MAXIMUM RATE AUTHORIZED TO BE LEVIED
GENERAL FUND:				
Current expense levy authorized by voters on ,20 not to exceed years.				
Current expense levy authorized by voters on ,20 not to exceed years.				
Current expense levy authorized by voters on ,20 not to exceed years.				
Current expense levy authorized by voters on ,20 not to exceed years.				
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION		0.00		0.00
SPECIAL LEVY FUNDS:				
Levy authorized by voters on ,20 not to exceed years.				0.00
Levy authorized by voters on ,20 not to exceed years.				0.00
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				
Levy authorized by voters on ,20 not to exceed years.				

and be it further

RESOLVED, That the Clerk of this Council be, and he/she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

___________________________ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

______________________________, _______

______________________________, _______

______________________________, _______

______________________________, _______

______________________________, _______

______________________________, _______

______________________________, _______

Adopted the ________ day of ____________________, 20____.

____
PRESIDENT OF COUNCIL

____
CLERK OF COUNCIL

======================= ================== ================ ====== ==========

CERTIFICATE OF COPY

ORIGINAL ON FILE

____

The State of Ohio, Butler County, ss.

I,______________________________, Clerk of the Council of the Village of ________________________,

within and for said County, and in whose custody the Files and Records of said Council are required

by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and

copied from the original ____

____

____

now on file, that the foregoing has been compared by me with said original document, and that the

the same is a true and correct copy thereof.

WITNESS my signature, this ________ day of __________________________, 20______

____

CLERK OF COUNCIL

____

NOTE: A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax appeals.

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RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR. (VILLAGE COUNCIL)

ADOPTED___________________________,20______ FILED_____________________________, 20____

____

CLERK OF COUNCIL

____

COUNTY AUDITOR

____

DEPUTY AUDITOR

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CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department Council

Meeting Of: 10/06/09

Heidi Hill
Prepared By

Account Code No. #: see below

Budgeted Amount: ________________

09/23/09
Date Prepared

Agenda Title: 2009 SUPPLEMENTAL BUDGET #8

Recommendation: Approve

Discussion: Supplements to the 2009 Budget

General Fund

Refunds **1,500.00**
From fund balance
Additional appropriation needed to cover the cost of refunds for EMS billing that either was paid in duplicate or overpaid or paid in error.

Other Special Events **1,250.00**
From Revenue
The City has received a contribution from Duke Energy and will be encumbered this year to be used for the bicentennial event.

Employee Benefit Fund

Various **300,000.00**
From Revenue and Fund Balance

Additional appropriation is needed to cover medical expenses incurred by the Employee Benefit Fund. Additional revenue collected from reimbursements for claims that have exceeded the stop loss coverage will offset the need of appropriation from the fund balance by 139,922. The total amount needed from fund balance would then be 160,078.

Board of Building Standards Fund

OBBC Fee Commercial **1,000.00**
From Revenue

Additional revenue and expenses needed to cover the OBBC fee we collect as a pass through to the State of Ohio.

Approved By:

	Initial	Date
Department Head:	HH	9/30/09
City Manager:	DH	10/1/09

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3033. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 8 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2009.

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

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

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

GENERAL FUND 110	1,250.00
EMPLOYEE BENEFIT FUND 230	139,922.00
BOARD OF BUILDING STANDARDS FUND 414	1,000.00

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

GENERAL FUND 110	1,250.00
GENERAL FUND 110	1,500.00
EMPLOYEE BENEFITS FUND 230	300,000.00
BOARD OF BUILDING STANDARDS FUND 414	1,000.00

SECTION 3: In all other respects, Ordinance No. 3033 shall remain in full force and effect.

SECTION 4: This ordinance shall take effect immediately upon its adoption.

____
MAYOR

ADOPTED: ________________

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: October 6, 2009

Account Code No. #:

Budgeted Amount:

Community Development Department
Originating Department

Jung-Han Chen
Prepared By

September 23, 2009
Date Prepared

Agenda Title: PC-15-2008	**An Ordinance Approving the Extension of the Conditional Use Permit for a Commercial Development to Include an Automobile Service Station at 3900 Southpointe Parkway, Oxford Ohio, Approved by Ordinance No 3009, on August 5, 2008 for a Period of Six Months.**

Recommendation: Approval

Discussion:

City Council approved a Conditional Use permit for a commercial building with an automobile service station to be located at 3900 Southpointe Parkway during its August 5, 2008 meeting.

Mr. Scott Webb, Architect and Applicant of this project has made a formal request in his letter for a six-month extension. The letter, outlining the reasons for the extension request is attached for your information.

Approved By:		Initial	Date
	Department Head:	JHC	9/24/09
	City Attorney:		
	City Manager:		10/2/09

ORDINANCE NO.

AN ORDINANCE APPROVING THE EXTENSION OF THE CONDITIONAL USE PERMIT FOR A COMMERCIAL DEVELOPMENT TO INCLUDE AN AUTOMOBILE SERVICE STATION AT 3900 SOUTHPOINTE PARKWAY, OXFORD, OHIO, APPROVED BY ORDINANCE NO. 3009 ON AUGUST 5, 2008, FOR A PERIOD OF SIX MONTHS.

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

SECTION 1: Council having reviewed the request submitted by Architect Scott Webb for an extension of six months of the deadline for construction of a commercial development to include an automobile service station at 3900 Southpointe Parkway, Oxford, Ohio, has determined the request to be reasonable.

SECTION 2: Council hereby approves the request for an extension of the construction deadline and grants a six month extension of the Conditional Use Permit for construction of a commercial development to include an automobile service station at 3900 Southpointe Parkway, Oxford, Ohio. The extension shall expire unless renewed on May 20, 2010.

SECTION 3: This Ordinance shall take effect at the earliest time allowed by law.

____

MAYOR

ADOPTED: ____________

ATTEST:

____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

SCOTT
WEBB

ARCHITECT

103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838

www.scottwebbarchitect.com

Jung-Han Chen
Community Development Director
City of Oxford
Municipal Building
101 E. High Street
Oxford, Ohio 45056

Re: Application for Conditional Use
Proposed Commercial Development
Southpointe Crossings

September 22, 2009

Dear Mr. Chen,

Please accept this letter as a formal request for an extension to the Conditional Use for the Commercial Development including an automobile service station selling gasoline in the General Business Zoning District in accordance with Section 1147.02(e)(2).

While local & national economic forces beyond our control have affected the progress of this project, Construction Documents are nearly complete for the building, and negotiations are currently underway with a potential operator for the facility.

My clients have been steadfastly pursuing businesses for this location, based on the conditions and requirements outlined by Planning Commission and City Council. No change to the current approved plan is requested in this extension.

Thank you for your consideration of this proposal. If you have any questions or need any additional information, please call.

Respectfully,

Scott Webb, Architect

ORDINANCE NO. 3009

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL DEVELOPMENT TO INCLUDE AN AUTOMOBILE SERVICE STATION IN THE GENERAL BUSINESS (GB) DISTRICT AT 3900 SOUTHPOINTE PARKWAY, OXFORD, OHIO WITH CONDITIONS.

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

SECTION 1: The Planning Commission met pursuant to Oxford Codified Ordinance Section 1147.02 on June 10, 2008 for the purpose of considering the request of Scott Webb, Architect, Applicant, for a conditional use permit for a commercial development to include an automobile service station in the General Business (GB) District at 3900 Southpointe Parkway, Oxford, Ohio.

SECTION 2: The Planning Commission, after a public hearing and discussion, voted to approve a motion recommending approval of the conditional use application for the commercial development to include an automobile service station located at 3900 Southpointe Parkway, Oxford, Ohio with the following conditions:

a. There are only 3 sets of double stacked fuel pumps, providing 12 vehicle filling locations.
b. The size of the canopy is reduced to cover only the 3 double stacked fuel pumps and associated car fill lanes, and that the building and canopy appear substantially as shown on the drawings; the sides of the canopy shall be an earth tone stucco or similar material, with the top and bottom details shown, without contrasting striping, graphic or banners so as to blend in with the building, and the sides of the canopy shall not be lit.
c. All merchandise sales, with the exception of fuel, air and water, shall be restricted to the inside of the retail structure. Propane sales must be screened and in an enclosed area, located outside of the building.
d. The eastern or second entry from US 27 permits ingress and egress, and the western or first entry closest to US 27 is right-out only onto Southpointe Boulevard.
e. All signage is in accordance with zoning code section 1151.05(a)(3) as submitted with this application and shall be on the same site.
f. The landscaping plan is modified to comply with 1149.05(e)(4)E&F in regard to curbing and landscaped islands.
g. A detailed lighting and photometric plan shall be submitted. All building and property lighting shall be designed to limit light levels to a maximum of a 0.5 footcandle at the property line.
h. Unshielded building lighting shall not be allowed on the

proposed retail building.

i. Any lighting under the canopy shall be recessed in the ceiling of the canopy.
j. Dumpster pick-up service shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m.
k. Internal circulation markings showing exit and entrance lanes shall be clearly delineated.
l. An access easement shall be executed, satisfactory to the City's Law Director, to allow the driveway to be constructed on a separate parcel.
m. Screening shall be provided through mounding and landscaping so that the proposed use on this site is screened by a five foot earthen landscaping mound and landscaping as provided on the drawing on page 91 of the agenda and adding that five additional 10 foot Colorado Blue Spruce or similar species trees be placed along the berm.
n. Commercial development shall only be accessible from Southpointe Parkway. Fifty feet of side and rear yard setback from US 27 shall be maintained.
o. The applicant, owner and successors shall execute a perpetual landscaping easement obligating them to maintain the landscaping on the site and on the berm.

SECTION 3: Council hereby accepts the recommendation of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and incorporates the same herein and further grants the conditional use permit application for a commercial development to include an automobile service station with conditions at 3900 Southpointe Parkway, Oxford, Ohio.

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

Prudence J. Dana
MAYOR

ADOPTED: August 5, 2008

ATTEST:

Mary Ann Eaton
DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Service Department
Originating Department

Council Meeting of: October 6, 2009

David Treleaven
Prepared By

Account Code #: N/A

Budgeted Amount: N/A

September 10, 2009
Date Prepared

Agenda Title:	Environmental Commission Special Meeting, September 9, 2009

Recommendation:	For Review and Consideration

Discussion:
Environmental Commission members present at the special meeting on Wednesday, September 9, 2009 meeting were: Chair, Mr. Charlie Ford; Vice-Chair, Mr. Wright Gwyn; City Council Representative, Mr. Greig Rutherford; Planning Commission Representative, Mr. Ted Wong; Ms. Kelly Church; and Mr. Keith Armitage. A quorum was present. Oxford residents Mr. Orie Loucks and Mr. Vincent Hand were also in attendance. Secretary, Ms. Heidi Schran, had previously notified the Commission that she would not be able to attend the meeting. Staff Liaison, David Treleaven, was not in attendance due to a scheduling conflict with the City Manager's deer management open house. This Staff Summary Report was compiled from meeting notes provided to Staff by Mr. Vincent Hand and Mr. Ted Wong.

The special meeting of the Environmental Commission was called for by the Chair at the August 26, 2009 Commission meeting to allow a brief review and to comment on the energy audit and community carbon footprint study by Miami University's Institute of Environmental Sciences (IES) public service project team. Also, potential recommendations pertaining to open space cluster residential developments were to be discussed. The goal of the special meeting was to allow formal recommendations to be made on these two issues during the Environmental Commission's regularly scheduled September 23, 2009 meeting.

The IES report in its entirety was not yet ready for release; however its recommendations section was provided to the Commission. Chair Ford was a co-author of the study. The study found that Oxford was already focused on energy conservation, reducing usage and costs, and was actively pursuing projects and initiatives to further reduce energy consumption and the community's carbon footprint. Staff is to provide the Commission copies of the report upon its formal release.

The suggestion was made to have open space cluster developments zoned as R1B to offer developers the incentive of smaller lot sizes and higher residential density, thus allowing for more open spaces.

The Commission adjourned at 8:05 p.m. The next Commission meeting is tentatively scheduled for Wednesday, September 23, 2009 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

Approved By:

	Initial \ Date
Department Head:	MBD \ 9/29/09
City Attorney:	\
City Manager:	JH \ 10/2/09

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: October 6, 2009

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 29, 2009
Date Prepared

Agenda Title: Notice To Legislative Authority - New Permit for Walgreen Co. DBA Walgreens 09906 200 S. Locust Street Oxford, Ohio 45056.

Recommendation:

Discussion: This is a new permit for Walgreen Drug Store.

The permit is for:

C1 - Beer only in original sealed container for carry out only.

C2 - Wine and certain prepackaged mixed drinks in sealed containers for carry out.

This permit will go through the normal process with all required inspections being conducted by the Ohio Liquor Commission.

Approved By:

	Initial	Date
Department Head:		
City Attorney:		
City Manager:	DNE	10/2/09

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

935794109906 PERMIT NUMBER			NEW TYPE	WALGREEN CO DBA WALGREENS 09906 200 S LOCUST ST OXFORD OH 45056
ISSUE DATE				RECEIVED
09 15 2009 FILING DATE				
C1 C2 PERMIT CLASSES				City of Oxford
09 TAX DISTRICT	088	A	Y80564 RECEIPT NO.	

FROM 09/18/2009

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

MAILED 09/18/2009 RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/19/2009

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES A NEW 9357941-09906
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

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

FOR OFFICE USE ONLY	
NEW	TRANSFER
PERMIT #	

OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL
6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
Telephone: (614) 644-2431 http://www.liquorcontrol.ohio.gov

OFFICER/ SHAREHOLDERS DISCLOSURE FORM

SECTION A. (This form must accompany all applications of a corporate business entity)

Name of Corporation WALGREEN CO.	DBA Name Walgreens #12008
Permit Premises Address 1101 Hill Rd. N	City, State Pickerington, OH — Zip Code 43147
Township, if in Unincorporated Area	Tax Identification No. (TIN) 36-1924025

SECTION B.

1. Is stock publicly traded? [X] YES [ ] NO
   If "YES", indicate exchange NYSE & Do NOT complete SECTION D.
2. Does any stockholder own 5% or more shares? If YES, complete SECTION D. [ ] YES [X] NO
3. Total Number of shares issued 1,025,400,000

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement enforcement action, or collect taxes.

SECTION C. List the top five (5) officers of the captioned corporation. If an office is NOT held please indicate by writing NONE.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191

NAME OF OFFICER		SOCIAL SECURITY NUMBER	DATE OF BIRTH
1) CEO	Gregory Wasson	[redacted]	10/19/1958
2) President	**same as CEO		
3) Vice-President	Mark Wagner	[redacted]	10/22/1961
4) Secretary	Dana Green	[redacted]	12/14/1949
5) Treasurer	John Spina	[redacted]	02/02/1959

SECTION D. Stockholders holding 5% or more outstanding shares. Note: If you answered Question 1 YES, do not complete this section

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191. If none, please indicate by writing "NONE".

1) Stockholder's Name NONE	Social Security No. (if Individual)	NUMBER OF SHARES HELD (NOT PERCENTAGE)
Residence Address	Tax Identification No. (if applicable)	
City and State	Zip Code	
Telephone No.	Date of Birth	
2) Stockholder's Name	Social Security No. (if Individual)	NUMBER OF SHARES HELD (NOT PERCENTAGE)
Residence Address	Tax Identification No. (if applicable)	
City and State	Zip Code	
Telephone No.	Date of Birth	

OHIO DIV. LIQUOR CONTROL LICENSING SECTION 1-B
2009 SEP 10 PM 3:09

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE TO LIST STOCKHOLDERS)

STATE OF Illinois Lake COUNTYss

I, Margarita Kellen being first duly sworn, according to law, deposes and says that he/she is (Title) Asst. Secretary of the WALGREEN CO. a corporation duly authorized by law to do business in the State of Ohio, and that the statements made in the foregoing affidavit are true.

(Signature) Margarita Kellen (Print Name and Corporate Title) Margarita Kellen, Asst. Secretary

Sworn to and subscribed in my presence this 9th day of September 2009

OFFICIAL SEAL
KATHRYN N RADKE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/05/12

Kathryn N Radke
(Notary Public) (Notary Expiration)

DLC4030 FOR TTY USERS DIAL 1-800-750-0750 Rev. 6-08

09 BUTLER 088 OXFORD POPULATION 22,887

CLASS	RATIO	PERMIT QUOTA	PERMITS ISSUED	PERMITS AVAILABLE	APPLICATIONS ON FILE
C1	1,000	23	17	6	1
C2	1,000	23	18	5	1
D1	2,000	12	12	0	2
D2	2,000	12	12	0	3
D3	2,000	12	11	1	3
D3A	0	0	7	7	0
D4	2,000	12	1	11	0
D5	2,000	12	11	1	5

Com.ohio.gov/lqr/rpts/quota

9/23/09

Commerce Division of Liquor Control

TYPES OF PERMITS

Manufacturer

Permit Class	Permit Fee	Description
A1	$3,906	ORC 4303.02 Manufacturer of beer, ale, stout and other malt liquors.
A1A	$3,906	ORC 4303.021 Beer, and any intoxicating liquor by the glass or container on A-1 or A-2 permit premises only until 2:30am.
A2	$76	ORC 4303.03 Manufacturer of wine.
A3	$3,906	ORC 4303.04 Manufacture, import and sell alcohol and spirituous liquor
A3A	$3,906	ORC 4303.041 Manufacturer of less than 10,000 gallons of spirituous liquor and sale to a personal consumer.
A4	$3,906	ORC 4303.05 Manufacture and sell certain prepared and bottled drinks, import for blended purposes
B2A	$25	ORC 4303.07 Sale of wine to retail permit holder.
S	$25	ORC 4303.232 Sale of wine to personal consumer via mail order.
W	$1,563	ORC 4303.231 To operate a warehouse for the storage of beer or intoxicating liquor within the state and to sell such products from the warehouse to a B permit holder with Consent to Import on file or to other customers outside this state.

Distributor

Permit Class	Permit Fee	Description
B1	$3,125	ORC 4303.06 Distributor of beer, ale, stout, other malt liquor.
B2	$500	ORC 4303.07 Distributor of bottled wine.
B3	$124	ORC 4303.08 Distributor of sacramental wine.
B4	$500	ORC 4303.09 Distributor of mixed beverages.
B5	$1,563	ORC 4303.10 Distributor and importer and bottler of wine.

Retail Store Carryout

Permit Class	Permit Fee	Description
C1	$252	ORC 4303.11 Beer only in original sealed container for carry out only.
C2	$376	ORC 4303.12 Wine and certain prepackaged mixed drinks in sealed containers for carry out.
C2X	$252	ORC 4303.121 Beer in original sealed containers for carry out.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: October 6, 2009

Account Code No. #:

Budgeted Amount:

Community Development
Originating Department

Kathryn A. Dale
Prepared By

September 17, 2009
Date Prepared

Agenda Title:	**Board of Zoning Appeals – September 16, 2009 Meeting Report**

Recommendation:	**N/A**

PUBLIC HEARINGS:

BZA-06-2009 201 E. Chestnut, *Signage. Variance to Section 1151.03(a); Section 1151.05(d); 1151.05(e)(2);* ***Selena Smith, Applicant***

The Applicant proposed to place three 3'x8' (24 sq.ft.) oval signs on their buildings to advertise and identify Miami Village Apartments. One sign would face Chestnut Street; a second sign would be located on the northern most building on the east side of Arrowhead; and the third sign would be on the office building in the center of the complex.

Clarification by Staff was made that this application was being reviewed under the old signage regulations and not those regulations amended and effective August 7, 2009, based on when the application was received.

The Applicant referred to having seven buildings of different types of architectural styles and it being difficult to determine who is responsible for the buildings. The Applicant indicated that they needed name recognition so people could easily locate their buildings. The regulations do not specifically permit wall signs for apartment complexes unless they are building identification signs at 6 sq.ft. This would allow a sign that could indicate "Miami Village, Bldg. A". Additionally, the regulations allow for one freestanding sign, which the Applicant currently has installed.

The Board asked the Applicant if they would support tabling the decision and consider coming back with a signage plan for the entire complex as only the western portion of the site was being proposed with new signage at this time. The Applicant indicated they were not focusing on the eastern side of the complex at this time and wished to move forward with the request at hand.

No public comments were received.

The BZA deliberated and made the following findings of fact:

1. The property would yield a reasonable return and could be beneficially used.without the variances. The presence of additional signage does not alter the use or viability of the property.
2. The variances are substantial because they are three times larger in size than otherwise permitted.
3. The character of the neighborhood would be substantially altered; the adjoining properties would suffer substantial detriment as a result of the variances being granted because other multi-family complexes in the area would not be permitted to advertise equally.
4. The variance would not adversely affect the delivery of governmental services because the complex is well established and emergency personnel are aware of the locations and layout. Furthermore there was no response from the Police or Fire reviews indicating that this additional signage was necessary.
5. The Applicant stated that they were not aware of any zoning restrictions and could not speak on behalf of the property owner if they were aware of zoning restrictions at the time the property was purchased.

6. The Applicant's predicament can be obviated through some other method other than a variance by providing building identification signs in accordance with 1151.05(e)(2).
7. The spirit and intent behind the zoning requirements would not be observed and substantial justice would not be done by granting the variances because the proposed signs are three times larger than what is permitted in the residential zoning district.

After considering and weighing these facts and circumstances, the Board found that practical difficulty was not shown sufficient to warrant granting the variances requested, and voted 5-0 to DENY the application.

The next BZA meeting is scheduled for October 21, 2009. A sign variance in the "GB" District is scheduled.

Approved By:		**Initial**	**Date**
	Department Head:		9/24/09
	City Attorney:	X	
	City Manager:		10/2/09

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: October 6, 2009

Account Code #: 126.009.52402

Budgeted Amount: $97,570.00

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

September 25, 2009
Date Prepared

Agenda Title: Sidewalk and Handicap Ramp Improvements

Recommendation: Approve

Discussion: The City's 2009 Operating Budget includes a total of $97,570 in the Community Development Block Grant (CDBG) fund for additional improvements to public sidewalk and handicap ramps in need of repair or replacement. Staff advertised using CDBG guidelines for the following tentative locations as indicated on the attached "Exhibit A".

Total estimated linear feet of curb / gutter replacements: **1126 feet**

Total estimated square feet of sidewalk / ramp replacements: **7,410sq. ft.**

Alley apron repairs: **1,682 sq.ft.**

Total new handicap ramps with tactile detection mats: **65**

Concrete curb, gutter and sidewalk will also be repaired at the Central Fire Station and Municipal Building as a part of this contract.

The City advertised for bids in the *Oxford Press* and *Hamilton Journal* on September 11 and September 18, 2009. Nine sealed bids were opened and publicly read on September 25, 2009 with the following results:

Neyra Paving, Inc.	**$ 89,863.00**
Hendy, Inc.	$ 97,844.50
Jackson Construction	$ 99,624.30
America's Decorative Concrete	$103,258.80
Anzano Powers, Inc	$105,743.00
Prus Construction	$109,148.50
Silverhawke Construction	$115,664.30
R.A. Miller Construction	$123,246.00
REI, Inc	$127,940.50

The lowest and best bid was provided by Neyra Paving, Inc. in the amount of $89,863.00. As the contractor has provided line item (unit cost) pricing for this bid, it is Staff's recommendation that Council authorize the City Manager to enter into an agreement with Neyra Paving, Inc. for an amount not to exceed **$97,570.00.** Staff will add additional work to the scope of the agreement to fully utilize the budgeted CDBG funds. It is also noted that the City may be allocated additional CDBG funds from Butler County in the amount of $31,000. Should this occur, Staff will request the Council amend this contract by Resolution to add additional work and utilize all available funds for this project.

Approved By:

	Initial	Date
Department Head:	MBD	9/25/09
City Manager:	DRB	10/2/09

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY NEYRA PAVING, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEYRA PAVING, INC. FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") SIDEWALK AND HANDICAP RAMP IMPROVEMENTS PROJECT AT A COST NOT TO EXCEED $97,570.00 TO FULLY UTILIZE THE BUDGETED CDBG FUNDS.

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

SECTION 1: The City advertised for bids in the Oxford Press and Hamilton Journal on September 11, 2009 and September 18, 2009. Nine sealed bids were opened and publicly read on September 25, 2009. The lowest bid was provided by Neyra Paving, Inc. in the amount of $89,863.00.

SECTION 2: The City Manager and Service Director recommend Council accept the bid of Neyra Paving, Inc. as the lowest and best bid for the CDBG Sidewalk and Handicap Ramp Improvements Project and authorize the City Manager to enter into a contract with Neyra Paving, Inc. for the CDBG Sidewalk and Handicap Ramp Improvements Project for an amount not to exceed $97,570.00.

SECTION 3: Council accepts the recommendation of the City Manager and Service Director and accepts the bid of Neyra Paving, Inc. for the CDBG Sidewalk and Handicap Ramp Improvements Project.

SECTION 4: Council further authorizes the City Manager to enter into a contract with Neyra Paving, Inc. for the CDBG Sidewalk and Handicap Ramp Improvements Project at a cost not to exceed $97,570.00 to fully utilize the budgeted CDBG Funds.

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW(STAFF)

Exhibit A

2009 CDBG Walks and Ramps

revised 9/4/09- EK

Location	Lin Ft.Curb Removal & Replacement	Sq ft Sidewalk Removal & Replacement	# of Detectable Warning Mats on each Sidewalk Ramp	Alley Apron 10 inches thick
Main @Arts park				
East side	190	950	0	0
Main & Central				
NW corner	28	110	2	
NE corner	20	300	2	
SW corner	25	80	1	
SE corner	34	110	1	
Main & E Rose				
NE corner	15	50	1	
SE corner	0	100	1	
Main & W Rose				
NW corner	22	100	1	
SW corner	30	30	1	
Main & Linden				
NE corner	17	75	1	
SE corner	17	75	1	
Catch Basins between Linden and Wooster				
East side	10			
West side	10			
Main & Wooster				
NE corner	37	70	1	
SE corner	24	85	1	
Alley between Heather & Spring				
West side	30	100		165
Main & Spring				
NW corner	0	65	2	
NE corner	14	108	2	
SW corner	20	180	2	
SE corner	0	160	2	
Alley between Spring & Collins				
East side	26	85		85
West side	11			
Main & Collins				
NW corner	42	154	2	
NE corner	48	150	2	
SW corner	32	132	2	
SE corner	24	105	2	
Alley between Collins & Walnut				
East side	24	126		112
Main & Walnut				
NW corner	0	110	2	
NE corner	0	65	2	
SE corner	0	78	2	
SW corner	40	121	2	
Main & High				
SE corner	10	300	2	
SW corner	10	225	2	
Main & W Park Place				
NW corner	0	153	2	
SW corner	27	125	1	
crosswalk				220
Main & Church				
NW corner	9	154	2	
NE corner	0	224	2	
SW corner	0	100	2	
SE corner	0	185	2	
Main & Withrow				
NW corner	24	121	2	
SW corner	25	144	1	
NE Side	0	36	1	
High & College				
NW corner	28	132	2	
NE corner	36	352	2	
SW corner	34	250	2	
SE corner	33	462	2	
	1026	6837	65	582

Alternate Sidewalk & Ramps

City Building		573	0	0
Firehouse	100		0	1100
	100	573	0	1100

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: September 15, 2009

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 9, 2009
Date Prepared

Agenda Title: An Ordinance Amending Section 505.11 Of The Codified Ordinances Of The City Of Oxford, Ohio, Entitled Hunting Prohibited, And Section 549.09 Of The Codified Ordinances Of The City Of Oxford, Ohio, Entitled Throwing Or Shooting Missiles.

Recommendation: Adopt the Ordinance

Discussion:

The proposed Ordinance will allow for the hunting of deer within the corporate limits of the municipality in accordance with the City's Deer Management Program.

Approved By:

	Initial	Date
Department Head:		
City Attorney:		
City Manager:	DAS	9-10-09

ORDINANCE NO. ________

ORDINANCE AMENDING SECTION 505.11 OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD, OHIO, ENTITLED HUNTING PROHIBITED, AND SECTION 549.09 OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD, OHIO, ENTITLED THROWING OR SHOOTING MISSILES.

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

SECTION I: The City Manager recommends Section 505.11 and 549.09 of the Codified Ordinances of the City of Oxford, Ohio be amended to authorize individuals to use a crossbow or bow and arrow to hunt deer after obtaining a written hunting permit from the City Manager in accordance with the rules and regulations of the City's Deer Management Program.

SECTION II: City Council finds that Section 505.11 and Section 549.09 of the Codified Ordinances of the City of Oxford, Ohio must be modified to allow individuals who have obtained a written permit from the City Manager to hunt deer in accordance with the rules and regulations of the City's Deer Management Program.

SECTION III: Section 505.11 of the Codified Ordinances of the City of Oxford, Ohio, is hereby amended to read as follows:

505.11 HUNTING PROHIBITED.

(a) No person shall hunt, kill or attempt to kill any animal or fowl by the use of firearms, bow and arrow, air rifle or any other means within the corporate limits of the Municipality, **with the exception of individuals who have obtained a written hunting permit from the City Manager to hunt deer in accordance with the City's Deer Management Program** ***provided that this exception shall only be valid when hunting in accordance with the hunting permit issued that individual by the City Manager.***

(b) Whoever violates this section is guilty of a minor misdemeanor.

SECTION IV: Section 549.09 of the Codified Ordinances of the City of Oxford, Ohio, is hereby amended to read as follows:

549.09 THROWING OR SHOOTING MISSILES.

(a) No person shall throw, shoot or propel an arrow, missile, pellet, stone, metal or other similar substance capable of causing physical harm to persons or property, in or on any public place, in or on the property of another, or from any private property into or onto any public place or the property of another. **This section does not apply to individuals who have obtained a written hunting permit from the City Manager to hunt deer in accordance with the City's Deer Management Program** ***and who are hunting in compliance with the terms of the hunting permit issued that individual by the City Manager.*** This section **also** does not apply to supervised archery ranges or instruction nor when otherwise lawfully authorized.

(b) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

SECTION V: This ordinance shall take effect at the earliest time allowed by law.

____
MAYOR

ADOPTED: ____________

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: October 6, 2009

Doug Elliott
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

September 30, 2009
Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into a Retail Power Sales Agreement with Duke Energy Retail Sales L.L.C. for the purchase and sale of energy.

Recommendation: Adopt the Resolution

Discussion:

An Ohio law passed in 1999 deregulated electric service by restructuring Ohio's electric industry. The law took effect on January 1, 2001. It restructured the generation, transmission and distribution portions of electric service providing customers the choice of electric providers (generation only). There has been very little incentive to switch suppliers because regulated rates were competitive with market based rates for power. Recently, due to high commodity prices for energy and the recession, market prices for power offer a substantial savings.

The Service Director, Finance Director and I met with a representative of Duke Energy Retail Sales (DERS), a non-regulated LLC formed by Duke Energy Corp. to discuss a retail power sales option. The proposed agreement would provide a 12% discount on generated power and would be effective through December 31, 2011. The estimated annual savings to the City is $58,000.00.

Approved By:

	Initial\Date
Department Head:	DAE \ 10/1/09
City Attorney:	\
City Manager:	\

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RETAIL POWER SALES AGREEMENT WITH DUKE ENERGY RETAIL SALES, L.L.C. FOR THE PURCHASE AND SALE OF ENERGY.

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

SECTION 1: The City Manager and the Service Director recommend Council authorize the City Manager to enter into a Retail Power Sales Agreement with Duke Energy Retail Sales, L.L.C. for the purchase and sale of energy.

SECTION 2: Council accepts the recommendation of the City Manager and Service Director and hereby authorizes the City Manager to execute and deliver, in the name of the City and on its behalf, a Retail Power Sales Agreement in a form substantially similar to the Retail Power Sales Agreement attached hereto as Exhibit "A", with any changes that are not inconsistent with this Resolution and that are acceptable to the City Manager and City Law Director.

SECTION 3: Monies adequate to pay amounts due under the Retail Power Sales Agreement for the current fiscal year have been appropriated for that purpose.

SECTION 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including, but not limited to Section 121.22 of the Ohio Revised Code.

SECTION 5: This Resolution shall take effect at the earliest date allowed by law.

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: PRUE DANA

PREPARED BY: LAW(STAFF)

DUKE ENERGY RETAIL SALES, LLC

RETAIL POWER SALES AGREEMENT Exhibit "A"

THIS RETAIL POWER SALES AGREEMENT is made by and between **DUKE ENERGY RETAIL SALES, LLC**, a Delaware limited liability company, with an address at 139 East Fourth Street, Suite EA600, Cincinnati, Ohio 45202 ("**Supplier**"), and the party identified below as the customer ("**Customer**"). Supplier and Customer are each individually referred to herein as a "**Party**" and collectively as the "**Parties.**" This Agreement is effective as of the date of each Party's execution and delivery as evidenced by their respective signatures below ("**Effective Date**").

COVER FORM

Customer Information	**Duke Energy Retail Sales Contact**
City of Oxford, Ohio	Duke Energy Retail Sales, LLC
Attn: Douglas R. Elliott	Attn: Kevin Bright
101 East High Street	139 East Fourth Street
Oxford, OH 45056-1887	Cincinnati, OH 45202
Phone: 513-524-5201	Phone: 513-419-5197
Fax: 513-523-7769	Fax: 513-419-5503
Email: delliott@cityofoxford.org	Email: kevin.bright@duke-energy.com

Term of Agreement

The term of this Agreement shall begin on the first eligible Billing Cycle for Customer's Accounts following the Effective Date and acceptance of enrollment by the Electric Distribution Utility, and shall continue for energy delivered until December 31, 2011, for each of Customer's Accounts (the "Term").

Pricing Options

See attached Pricing Schedule	

~~Security Options~~

☐ ~~Corporate Guarantee Guarantor: ______~~	~~$ ____~~
☐ ~~Letter of Credit Issuing Bank: ______~~	~~$ ____~~
☐ ~~Other Description: ______~~	~~$ ____~~

Billing Options

- ☐ Dual Billing
- ☒ Consolidated Billing
- ☐ Custom Billing

~~Payment Options~~

- ☐ ~~Wire Transfer~~
- ☐ ~~Electronic funds transfer~~
- ☐ ~~Corporate check/cash~~

Energy Consumption Forecasts

Forecasts to be submitted via email to dersforecast@duke-energy.com or by phone at 1-800-920-5039.

☐ Weekly Consumption Forecast	Hourly forecast of Energy consumption for the next calendar week, to be provided by 5:00 p.m. EPT each Thursday.
☐ Monthly Peak and Energy Consumption Forecast	Forecast of Customer's monthly peak demand and energy consumption for the next calendar month, to be provided by5:00 p.m. EPT on the 10th day of each month.
☒ Alternative Forecasting	See attached Pricing Schedule.

Schedules incorporated at initial execution	
☒ Pricing Schedule	
☐ [ ]	

Customer Accounts To Be Exclusively Served By Duke Energy Retail Sales, LLC During The Term					
Account No.		Current Electric Distribution Utility	Meter Serial No.	Meter Read Date	Service Initiation Date
1.					
2.					
3.					
4.					
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10.					
11.					
12.					

This Retail Power Sales Agreement includes the Terms and Conditions attached hereto and the other documents attached hereto which are expressly incorporated herein by reference (including without limitation the Pricing Schedule attached hereto) (collectively, the "Agreement") and sets forth the terms and conditions under which Duke Energy Retail Sales, LLC will sell retail power to Customer. By signing below, Customer hereby certifies that it has read the Terms and Conditions of this Retail Power Sales Agreement and that it agrees to be bound by such terms and conditions. This Agreement may be executed in counterparts.

DUKE ENERGY RETAIL SALES, LLC	CITY OF OXFORD, OH
Signed:	**Signed:**
Name: Kevin Bright	**Name: Douglas R. Elliott**
Title: Sales Manager	**Title: City Manager**
Date:	**Date:**

Supplier's Limited Time Offer: The pricing and terms contained in this Agreement are void unless signed and returned to Duke Energy Retail Sales, LLC by 12:01 p.m. on**10/13/2009**.

Any order for the purchase of Energy from Supplier shall be subject only to the terms and conditions set forth herein and the same shall be subject to the written approval and acceptance of Supplier. Any quote issued by Supplier is for informational purposes only, does not constitute an offer, expires as set forth above, and may be reinstated only by written confirmation by Supplier. Stenographic and clerical errors are subject to correction. Supplier hereby expressly limits the acceptance of its offer to the terms stated herein. All other terms offered or proposed by Customer are objected to, unless expressly assented to in writing by Supplier. Supplier's acceptance of any offer made by Customer is made expressly conditional on Customer's assent to the terms hereof. Each Party's acceptance and assent to the terms hereof shall be evidenced by their respective signatures above. Any additional, contradictory or different terms contained in any initial or subsequent order or communication from Customer pertaining to the goods described on the front side hereof are hereby objected to and shall be of no effect.

RETAIL POWER SALES AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS of the RETAIL POWER SALES AGREEMENT are entered into in connection with and are made a part of the Retail Power Sales Agreement (the "Agreement") by and between DUKE ENERGY RETAIL SALES, LLC, a Delaware limited liability company ("Supplier") and CUSTOMER.

1. **Agreement.** These Terms and Conditions, the attendant Cover Form attached to the face hereof, and all documents incorporated by reference herein (including without limitation the Pricing Schedule attached hereto) (collectively referred to herein as the "Agreement") shall bind Supplier and Customer and constitute the entire agreement between them. Any amendment or modification shall require the written consent of each Party.

2. **Purchase and Sale of Energy.** Supplier shall provide, and Customer shall purchase and accept from Supplier, Customer's Firm, Full Requirements of Energy during all hours of the Term.

3. **Delivery Point.** Supplier shall deliver Energy to the distribution system of the applicable Electric Distribution Utility ("Delivery Point"). Customer shall make arrangements with the applicable Electric Distribution Utility for the delivery of Energy from the Delivery Point to Customer's Facilities.

4. **Customer Account Service Period.** For each of Customer's Accounts, Supplier will deliver Energy to Customer starting on the first day of the first eligible Billing Cycle occurring during the Term (the "Service Initiation Date"), and ending on the last day of the last Billing Cycle falling within the Term (the "Service Termination Date"), unless sooner terminated in accordance herewith. Supplier shall be the exclusive Energy supplier for Customer's Accounts from the Service Initiation Date through the Service Termination Date.

5. **Pricing and Applicable Fees.**

    a. Customer is responsible for paying Supplier for all Energy used or which has been estimated to have been used during the Term of this Agreement.

    b. Customer shall pay Supplier for Energy delivered hereunder during the applicable Billing Period in accordance with the pricing set forth on the Cover Form (or as set forth on the Pricing Schedule attached hereto).

    c. As a retail sale, the Agreement is not subject to the jurisdiction of the Federal Energy Regulatory Commission (the "FERC"); nor shall either Party seek to have the FERC assert jurisdiction over this Agreement. However, to the extent that either the FERC (or any successor entity) or the Public Utilities Commission of Ohio assert jurisdiction over this Agreement, the Parties agree that the charges set forth herein are just and reasonable and consistent with the public interest. Neither Supplier nor Customer shall seek to modify the charges set forth herein through the auspices of any regulatory body.

    d. Customer may be charged switching fees by the Electric Distribution Utility.

6. **Payment Terms and Billing.**

    a. Dual Billing. If "Dual Billing" is indicated on the Cover Form, then Supplier shall deliver to Customer, no more frequently than once each applicable Billing Cycle and no less frequently than monthly, in Supplier's sole discretion, an invoice setting forth the charges incurred hereunder for Customer's Accounts for the applicable Billing Cycles.

    b. Consolidated Billing. If "Consolidated Billing" is indicated on the Cover Form, then all charges or fees imposed pursuant to the terms of the Agreement will appear on Customer's Electric Distribution Utility bill as a separate line item, and Customer shall pay such amount to the Electric Distribution Utility. Notwithstanding anything to the contrary herein, Supplier reserves the right to separately invoice Customer for any and all amounts not paid to the Electric Distribution Utility and to exercise all rights with respect thereto that Supplier may have at law or in equity.

    c. Custom Billing. If "Custom Billing" is indicated on the Cover Form, then charges or fees imposed pursuant to the terms of the Agreement will appear on Customer's Electric Distribution Utility bill as a separate line item, and Customer shall pay such amount to the Electric Distribution Utility. In addition, depending on the Alternative Pricing negotiated between the parties, Supplier may separately invoice Customer for some of the charges and fees not invoiced by the Electric Distribution Utility. In such case, Supplier shall deliver to Customer, no more frequently than once each Billing Cycle and no less frequently than monthly, an invoice setting forth the charges incurred hereunder not invoiced by the Electric Distribution Utility for Customer's Accounts for the applicable Billing Cycles.

    d. Payment. If billing is conducted pursuant to Sections 6(a) or 6(c), payment of Supplier invoices shall be due to Supplier as indicated on the Cover Form within twenty (20) days after receipt of the invoice. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. Partial payments shall be credited to Customer in the following order: (i) billed and past due charges; and (ii) billed and due charges. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer, shall be re-paid by Supplier with interest accrued at the Interest Rate from the date payment was made by Customer through the date of re-payment to the Customer.

    e. Netting. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party.

    f. Payment History. Customer may request from Supplier, twice within a twelve month period, up to twenty-four months of the customer's payment history without charge.

    g. Customer Information. Customer hereby authorizes Supplier to obtain Customer EDU meter readings, billing history, and bill images, and to access Customer EDU account information through the EDU's customer web portal (if available) for purposes of providing service to Customer and administering Supplier's obligations hereunder.

7. **Failure to Pay.** Customer's failure to pay any fees assessed hereunder (whether through Dual Billing, Consolidated Billing, or Custom Billing) may result in Customer being returned to the Electric Distribution Utility's standard offer service and forfeiture of Customer's ability to choose another competitive retail electric service provider until the arrearages are paid off.

8. **Security.**

a. If a Material Adverse Change has occurred with respect to the Customer, Supplier may make a written request of Customer to provide Security in an amount (and in a form) determined by Supplier to be reasonable under the circumstances. Upon receipt of such request, Customer shall have three (3) Business Days to provide such Security.

b. In the event that the Security provided by Customer to Supplier is in the form of a cash deposit ("Cash Collateral"), Customer shall be entitled to receive interest on such Cash Collateral under the following terms and conditions:

So long as no Event of Default has occurred with respect to Customer, interest shall accrue on the dollar amount of the Cash Collateral from the date of receipt by Supplier at a rate equal to the Federal Funds Overnight Rate as in effect on the date of transfer. So long as no Event of Default has occurred with respect to Customer, Supplier shall pay the Interest Amount to Customer three Business Days following the last Business Day of each calendar month. On or after the occurrence of an Event of Default with respect to Customer, Supplier shall have the right to retain any such Interest Amount as additional Security hereunder until the obligations of Customer under this Agreement have been satisfied.

c. Subject to Section 6(d), and any indemnification obligations Customer may have incurred hereunder, upon the expiration or termination of this Agreement, Supplier shall return any remaining Security held by Supplier.

9. **Customer Usage Forecasting.** Customer shall provide required Energy consumption forecasts to Supplier as indicated on the Cover Form in a mutually agreeable form. Customer shall notify Supplier as soon as practicable of (i) any revised consumption forecasts, (ii) any known or expected changes in usage, any scheduled or unscheduled outages and/or any of Customer's Accounts closings that may occur or may be expected to occur during the Term. To the extent that Customer has reason to believe that a prior forecast is inaccurate or incomplete, Customer shall promptly provide Supplier with updates and corrections (if applicable) to any such forecast. Customer shall send forecasts and notices required by this Section 9 to dersforecast@duke-energy.com or at 1-800-920-5039.

10. **Additional Meter Installation.** Customer shall be responsible for installing meters and related equipment (including any telemetry and associated telephonic connections) at Customer's Facilities that are required by Customer's Electric Distribution Utility for Supplier to perform its obligations under this Agreement. Such meters shall measure all Energy usage at Customer's Facilities.

11. **Title, Risk of Loss and Indemnity.** As between the Parties, Supplier shall be deemed to be in exclusive control and possession of the Energy prior to its delivery at the Delivery Point, and Customer shall be deemed to be in exclusive control and possession of the Energy at and from the Delivery Point. Title to and risk of loss related to the Energy shall transfer from Supplier to Customer at the Delivery Point. Supplier and Customer shall each indemnify, defend and hold harmless the other Party from claims, damages or injuries arising from an occurrence when title to the Energy is held by the indemnifying Party.

12. **Events of Default.** An "Event of Default" means, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:

a. any representation or warranty made by the Defaulting Party herein shall at any time prove to be false or misleading in any respect material to this Agreement;

b. the failure of the Defaulting Party to perform any of its obligations set forth in this Agreement (except to the extent constituting a separate Event of Default,) and such failure is not excused by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party;

c. the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within two (2) Business Days after written notice of such failure is given by the other Party;

d. the Defaulting Party (i) files a petition or otherwise commences or acquiesces in a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is unable to pay its debts as they fall due; or

e. Customer fails to provide Security in accordance with Section 8.

13. **Early Termination Upon Default.** Upon the occurrence and during the continuance of an Event of Default, as to the Defaulting Party, the other Party (the "Non-Defaulting Party") may, in its sole discretion: (a) issue a written notice of termination (a "Notice of Termination") to the Defaulting Party which shall contain the following: (i) the Customer Account(s) which the Non-Defaulting Party is electing to terminate, and (ii) the effective date of the termination of each Customer Account to be terminated (which date shall be no earlier than the date of the last day of the applicable Billing Cycle relating to each respective Customer Account); and/or (b) withhold any

payments due to the Defaulting Party until such Event of Default is cured; and/or (c) suspend performance of its obligations until such Event of Default is cured. If a Party issues a Notice of Termination, this Agreement shall terminate with respect to the Customer Account(s) designated on the Notice of Termination on the effective date(s) set forth therein, and such termination shall not be delayed by the invocation of the dispute resolution procedures set forth in Section 20, provided however, and for avoidance of doubt, any dispute regarding a Party's termination with respect to one or more Customer Accounts after issuance of a Notice of Termination shall be handled in accordance with the dispute resolution provisions of Section 20. Notwithstanding anything to the contrary herein, termination by either Party pursuant to the issuance of a Notice of Termination shall be without prejudice to all other rights or remedies that the terminating Party may have under law or contract. For avoidance of doubt, (i) if Customer terminates this Agreement in accordance with this Section 13, Supplier shall pay to Customer as damages the positive difference between the price Customer pays for replacement Full Requirements Energy *less* the contract price, and (ii) if Supplier terminates this Agreement in accordance with this Section 13, Customer shall pay to Supplier as damages the positive difference between the contract price *less* the market price of Energy, as determined by Supplier in a commercially reasonable manner. Without limiting the foregoing, the rights and obligations of the Parties with respect to Customer Accounts which are not so terminated shall continue in full force and effect through the Term, unless otherwise terminated in accordance herewith.

14. **Other Termination Events.** If (i) performance by either Party under this Agreement becomes subject to regulation of any kind whatsoever under any law, rule, regulation, order or similar provision to a greater or different extent than that existing on the Effective Date and such regulation either renders this Agreement illegal or unenforceable or contrary to regulatory authority, or (ii) Supplier is no longer certified as a Certified Retail Electric Service Provider by the Public Utilities Commission of Ohio, then such Party shall have the right to terminate this Agreement upon thirty (30) days notice, without further liability. Any termination of this Agreement in accordance with this Section 14 shall not be delayed by the invocation of the dispute resolution procedures set forth in Section 20 provided however, and for avoidance of doubt, any dispute regarding a Party's termination of this Agreement shall be handled in accordance with the dispute resolution provisions of Section 20. The applicable provisions of this Agreement shall remain in effect after the termination or expiration of this Agreement to the extent necessary to provide for final billing, billing adjustments and other payments due.

15. **Representations and Warranties.** Each Party represents and warrants to the other Party that, as of the Effective Date and at all times during the Term, the following shall be true and correct in all material respects: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or similar provision applicable to it; (d) this Agreement (including the Cover Form and these Terms and Conditions) and each other document executed and delivered in connection with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (e) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligation under this Agreement or any other document relating to this Agreement; and (g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether such Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding and understands and accepts, the terms, conditions and risks of this Agreement.

16. **Non-Utility Acknowledgement.** Each Party further agrees that, for purposes of this Agreement, the other Party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each Party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor.

17. **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio without regard to principles of conflicts of law. The provisions of the Uniform Commercial Code ("UCC") of the state whose laws shall govern this Agreement shall be deemed to apply to this Agreement and Energy shall be deemed to be a "good" for purposes of the UCC.

18. **Disclaimer and Exclusive Remedies.** EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. EACH PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT.

19. **Assignment.** This Agreement shall be assignable by Supplier to any other direct or indirect subsidiary of Duke Energy Corporation without the Customer's consent. Any other assignment by either Party of this Agreement or any rights or obligation hereunder shall be made only with the written consent

of the other Party, which consent shall not be unreasonably withheld.

20. **Dispute Resolution.** Subject to a Party's right to terminate this Agreement in accordance with Sections 13 and 14 prior to the commencement of the dispute resolution procedures described herein, any claim, controversy or dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved in accordance with the following dispute resolution procedures.

    a. The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties agree that their respective authorized representatives will attempt in good faith to resolve all Disputes. All negotiations pursuant to this clause are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

    b. To the extent that any Dispute cannot be settled by the Parties themselves, the Parties shall fully and finally settle all Disputes, including the arbitrability of the Agreement, by binding arbitration under the Commercial Rules of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Agreement shall control. This arbitration provision shall not limit the right of either Party prior to or during any such Dispute to seek, use, and employ ancillary, or preliminary rights and/or remedies, judicial or otherwise, for the purpose of maintaining the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitration shall be conducted in Cincinnati, Ohio and the laws of the State of Ohio shall govern the construction and interpretation of this Agreement, except to provisions related to conflict of laws. Within ten (10) calendar days of service of a Demand for Arbitration, the Parties shall act in good faith to agree upon a sole arbitrator who is knowledgeable, disinterested and impartial. If a sole arbitrator cannot be agreed upon, a panel of three knowledgeable and disinterested arbitrators shall be named. One arbitrator shall be selected by Customer and one shall be selected by Supplier, and a knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the Parties. If the arbitrators appointed by the Parties cannot agree upon the third arbitrator within ten (10) calendar days, then either Party may apply to any judge in any court of competent jurisdiction in Ohio for appointment of the third arbitrator. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. Each Party shall be responsible for the fees, expenses and costs incurred by the arbitrator appointed by each Party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the Parties. The decision of the arbitrator(s) shall be final, binding and non-appealable, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. **Notices.** Except as otherwise provided herein, all notices, payments shall be made as specified below.

    a. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form to the respective mailing address, facsimile number or email address of each Party as set forth on the Cover Form attached hereto. A Party may change its mailing address, facsimile number or email address by providing notice of the same in accordance with this Section 21.

    b. Notice by regular mail shall be deemed to have been received three (3) Business Days after it has been sent. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close of normal business hours, in which case it shall be deemed to have been received at the close of the next Business Day). Notice by overnight or courier shall be deemed to have been received two (2) Business Days after it has been sent.

22. **Environmental Disclosures.** Customer agrees that Supplier may make required quarterly environmental disclosures electronically on Supplier's website. Supplier will also provide environmental disclosure information to Customer at no charge upon request.

23. **General.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or permitted assignee bound to this Agreement). No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default or a waiver of future defaults. Any provision declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only.

24. **Confidentiality.** Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, Affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, and in the case of Supplier, with the Electric Distribution Utility for purposes of Consolidated or Custom Billing) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with,

this confidentiality obligation. The obligations of the Parties under this Section 24 shall survive the expiration and/or termination of this Agreement.

25. **Definitions.** In addition to any other terms otherwise defined in this Agreement, the following definitions apply to this Agreement:

a. "Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of ten (10) percent or more.

b. "Business Day" means a day on which Federal Reserve member banks in Ohio are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time, unless otherwise agreed to by the Parties in writing.

c. "Customer's Accounts" means all electric utility accounts established by Customer with its Electric Distribution Utility which are transferred to Supplier for retail electric service under this Agreement, which are specifically set forth on the Cover Form of the Agreement. Upon the written consent of the Supplier, additional electric utility accounts may be added to this Agreement and thereupon such accounts shall be included within the definition of Customer Accounts.

d. "Customer's Facilities" means those facilities of Customer associated with Customer's Accounts.

e. "Cash Collateral" means the Security in the form of cash.

f. "Eastern Prevailing Time" or "EPT" means the time prevailing in Cincinnati, Ohio.

g. "Electric Distribution Utility" means the public utility company authorized by state authorities to provide electric service to the general public in the region in which Customer's Facilities are located.

h. "Billing Cycle" means the monthly period of time for which the applicable Electric Distribution Utility renders a bill for electric distribution service for one of Customer's Accounts.

i. "Energy" means electric energy of the character commonly known as three-phase, sixty hertz electric energy that is delivered at the nominal voltage of the Delivery Point, expressed in kWh and as measured at the Accounts' retail meters and as grossed up for sub-transmission loss factors.

j. "Federal Funds Overnight Rate" means the rate for that day opposite the caption 'Federal Funds (Effective)' as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

k. "Firm" means that the only excuse for the failure to deliver Energy by Supplier or the failure to receive Energy by the Customer is Force Majeure or the other Party's failure to perform.

l. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance was not anticipated as of the date of execution of this Agreement, which is not within the reasonable control of, or result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided, including, without limitation, a curtailment of the delivery of electric energy or other interruption of transmission service by Transmission Providers or Transmission Owners. Force Majeure shall not be based on (i) Customer's inability economically to use the Energy purchased hereunder; (ii) a business interruption at the Customer's Facilities due to equipment/mechanical failure, destruction or related disturbance, strike, work stoppage, work slow down or other labor related disturbance; (iii) disconnection or suspension of service to the Customer by the Electric Distribution Utility; (iv) Supplier's ability to sell the Energy at a price greater than the Energy Charge or the price set forth in the Pricing Schedule, as applicable; or (v) Supplier's inability economically to produce or procure the Energy sold hereunder. If an event of Force Majeure continues for a period of 90 days, the party not claiming Force Majeure may terminate this agreement, and neither party shall have any further liability to the other party hereunder.

m. "Full Requirements Energy" means that Customer shall purchase all of its retail Energy requirements for Customer's Facilities from Supplier and no other source and that Customer shall not resell any of the Energy provided hereunder to any third party. Full Requirements Energy includes all components included in the Electric Distribution Utility's standard offer generation service, including all energy, capacity, ancillary services, firm transmission service, network integrated transmission services, transmission and distribution losses, congestion management, MISO resource adequacy requirements and compliance with Ohio renewable energy portfolio standards.

n. "Interest Amount" means with respect to an Interest Period, the aggregate sum of the amounts of interest calculated, for each day in that Interest Period on the principal amount of Cash Collateral held by the Supplier on that day, as follows: (i) the amount of cash held on that day; multiplied by (ii) the Cash Interest Rate for that day; divided by (iii) 360.

o. "Interest Period" means the period from (and including) the last Business Day on which an Interest Amount was transferred (or if no Interest Amount has yet been transferred, the Business Day on which Cash Collateral was transferred to the Exposed Party) to (but excluding) the Business Day on which the current Interest Amount is to be transferred.

p. "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

q. "kW" means kilowatt.

r. "kWh" means kWs per hour.

s. "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

t. "Material Adverse Change" means, with respect to either Party or either Party's guarantor if one exists, that (i) there is any material change in the condition (financial or otherwise), net worth, assets, properties or operations, or in economic conditions, which, taken as a whole, can reasonably be anticipated to impair the ability of such Party or such Party's guarantor to fulfill its obligations; or (ii) there is reasonable grounds to believe that the creditworthiness of such Party has become unsatisfactory or its ability to perform under this Agreement has been materially impaired.

u. "Security" means (i) cash (ii) Letters of Credit, or (iii) such other form of security acceptable to the Supplier.

v. "Term" has the meaning set forth on the Cover Form.

PRICING SCHEDULE

to the Retail Power Sales Agreement

No. 1

☒ Initial Pricing Schedule to Agreement (check if applicable)
☐ Amendment to Prior Agreement (check if applicable)
Amendment No. _______

Customer Information

Customer Name and DBA (if any):	City of Oxford, Ohio	
Billing Street Address:	101 East High Street	
City: Oxford	State: Ohio	Zip: 45056-1887
Phone: 513-524-5201	Fax: 513-523-7769	Website:

Primary Contact

Name: Doug Elliott		Office Phone: 513-524-5201
Mobile:	Fax: 513-523-7769	Email Address: delliott@cityofoxford.org

Pricing Description: Generation and Transmission at a percent discount from regulated utility Duke Energy Ohio's Standard Service Offer in effect each month. DERS will guarantee savings off your then current price of generation and transmission, as follows: 15% discount for energy delivered in 2009, 12% discount for energy delivered in 2010 and 12% discount for energy delivered in 2011.

Transmission and Ancillary Service Charges: Pricing includes capacity, energy, transmission, ancillary services, and losses.

Additional Terms: Customer shall notify DERS as soon as practicable of any known or expected significant changes in usage.

Separate Pricing Schedule/Amendment (as applicable) – Acceptance and Approval

CITY OF OXFORD, OHIO	DUKE ENERGY RETAIL SALES, LLC
Signature: ______________________	Signature: ______________________
Print Name: Douglas R. Elliott	Print Name: Kevin Bright
Title: City Manager	Title: Sales Manager
Date: ______________________	Date: ______________________

ADDENDUM TO THE RETAIL POWER SALES AGREEMENT

☒ Additional Customer Accounts (check if applicable)
☐ Amendment to Prior Agreement (check if applicable)
Amendment No. _______
☐ Renewal of Prior Agreement (check if applicable)
☐ Customer Energy Consumption Forecast (check if applicable)

Additional/Renewal Terms:____

____

____

Customer Forecast:____

____

____

Additional Customer Accounts To Be Exclusively Serviced By Duke Energy Retail Sales, LLC During The Term*

	Account No.	Current Electric Distribution Utility	Meter Serial No.	Meter Read Date	Service Initiation Date
13					
14					
15					
16					
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Acceptance and Approval

CITY OF OXFORD, OHIO

Signature:______________________________

Print Name: Douglas R. Elliott

Title: City Manager

Date: ______________________________

DUKE ENERGY RETAIL SALES, LLC

Signature: ______________________________

Print Name: Kevin Bright

Title: Sales Manager

Date: ______________________________

* Additional Accounts may be added during the Term, but only upon Supplier's acceptance and approval. Supplier will not be responsible for Customer's Electric Distribution Utility accounts which have not been included in this Retail Power Sales Agreement Addendum.