



Agenda

Oxford City Council

Court House

TUESDAY, DECEMBER 7, 2021

EXECUTIVE SESSION

None.

1. Roll Call. William Snively, Mayor; Chantel Raghu, Vice-Mayor; Amber Franklin; Jason Bracken; Alex French; Glenn Ellerbe; David Prytherch

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, proceed to the podium, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

This facility is wheelchair accessible. If you plan to attend this meeting and you have a disability that requires special arrangements, please notify the City Manager's office 48 hours in advance so that reasonable accommodations can be made.

3. Public Participation.

- A. Recognition – Edna Southard and Mike Smith.



Recognition

- B. Presentation – Oxford Farmers Market – Larry Slocum.



Presentation

- C. Notice to Legislative Authority – New D3A permit for Fridge & Pantry Inc. DBA Fridge & Pantry Uptown Market 35 E. Church Street Oxford, Ohio 45056. (Doug Elliott, City Manager)



Notice to Legislative Authority

- D. Appointments to Boards and Commissions



SELF Board

- E. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff or other members of the public and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

4. Consent Agenda.

- A. Minutes of the November 16, 2021 City Council Meeting (Heather Barbour, Clerk of Council)



11.16 Minutes

- B. Minutes of the November 23, 2021 City Council Organizational Meeting (Heather Barbour, Clerk of Council)



11.23 Minutes

- C. Report regarding the November 18, 2021 Recreation Board Meeting (Casey Wooddell, Parks and Recreation Director)



Rec Board Report

- D. Report regarding the November 22, 2021 Board of Zoning Appeals (Sam Perry, Community Development Director)



BZA Report

- E. A Resolution authorizing the City Manager to close Lot 52 each Saturday in 2022 from 5:30 a.m. until 1:00 p.m. and the southern half of Lot 52 each Tuesday from 3:00 p.m. until 8:00 p.m. to permit the operation of the Farmers Market within Lot 52 during said times. (Doug Elliott, City Manager)



Farmers Market 2022

5. Resolutions.

1. An Emergency Resolution to accept the material terms of the one Ohio subdivision settlement pursuant to the one Ohio Memorandum of understanding and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement. (Chris Conard, Law Director)



J & J Settlement

2. A Resolution accepting the recommendation of the City Manager and Finance Director to establish a purchasing policy as recommended by the Finance Director. (Joe Newlin, Finance Director)



Purchasing Policy

3. A Resolution authorizing the publication of the request for proposals, for the operation of the Oxford Aquatic Center for the 2022 season. (Casey Wooddell, Parks and Recreation Director)



Aquatic Center RFP

4. A Resolution authorizing the City Manager to enter into a contract with MKSK for a comprehensive plan update at a cost not to exceed \$100,000.00 (Sam Perry, Community Development Director)



MKSK Contract

6. Ordinances.

A. First Reading.

1. An Ordinance Amending Ordinance No. 3600 Supplemental Budget Ordinance Number 9 To Make Appropriations For Fiscal Year 2021. (Joe Newlin, Finance Director)



Supplemental Budget #9

2. An Ordinance Repealing Ordinance No. 2535 (Joe Newlin, Finance Director)



Repeal Ordinance No. 2535

3. An Ordinance Repealing Oxford Codified Ordinance Section 729.10 Entitled Sales On Certain Municipal Property Prohibited, And Adopting New Oxford Codified Ordinance Section 729.10 Entitled Sales on Certain Municipal Property Prohibited. (Doug Elliott, City Manager)



Repeal 729.10

B. Second Reading

1. An Ordinance Authorizing The City Manager To Lease Approximately 2.1 Acres Of City Owned Land Located At 5234 Hester Road For The Oxford Cottage Community Project. (Doug Elliott, City Manager)



Cottage Community

2. An Ordinance Approving The Final Subdivision Application And Plat For Heron Pond With Conditions. (Sam Perry, Community Development Director)



Heron Pond

7. A. Announcements & Communications.

1. Remarks from City Council and City staff. The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

2. Future Meetings.

WED – Dec 8 Historic & Architectural Preservation Commission Meeting 6:15 p.m.

THUR – Dec 9 Climate Action Steering Committee Meeting Municipal Building 8:30 a.m.

THUR – Dec 9 Oxford Recreation Board Meeting Municipal Building 11:30 a.m.

MON – Dec 13 Oxford Parking and Transportation Advisory Board Municipal Building 9:30 a.m.

WED – Dec 14 Public Arts Commission of Oxford Meeting 4:30 p.m. Municipal Building

WED – Dec 14 Planning Commission Meeting 7:00 p.m.

TUES – Dec 21 City Council Meeting 7:30 p.m.

THUR -Dec 23 Holiday – City Offices Closed

FRI – Dec 24 Holiday – City Offices Closed

TUES – Dec 28 Board of Zoning Appeals Meeting 6:30 p.m.

FRI – Dec 31 Holiday – City Offices Closed

TUES – Jan 4 City Council Meeting 7:30 p.m.

TUES – Jan 11 Planning Commission Meeting 7:00 p.m.

WED – Jan 12 Historic & Architectural Preservation Commission Meeting 6:15 p.m.

THUR – Jan 13 Oxford Recreation Board Meeting 11:30 a.m. Municipal Building

MON – Jan 17 Holiday – City Offices Closed

TUES – Jan 18 City Council Meeting 7:30 p.m.

TUES – Jan 25 Board of Zoning Appeals Meeting 6:30 p.m.

8. Adjourn.

Resolution

RESOLUTION NO.7359

A RESOLUTION COMMENDING EDNA SOUTHARD FOR HER SERVICE TO THE CITY OF OXFORD AND ITS RESIDENTS.

WHEREAS, Edna Southard served her first term as a member of the Oxford City Council from November of 2013 to November of 2017 and her second term as a member of the Oxford City Council from November of 2017 to November of 2021; and

WHEREAS, during said period, Edna has given of her time, talents and energies serving the City of Oxford and its residents faithfully and diligently; and

WHEREAS, Edna fulfilled her second term of office on November 22, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO:

SECTION 1: That the City Council of the City of Oxford personally and collectively and on behalf of the government and citizens of the City, expresses its deep appreciation and thanks to Edna Southard for her faithful and devoted service, while serving on the Oxford City Council.

SECTION 2: That the Clerk of the City Council of the City of Oxford, Ohio is hereby directed and instructed to forward a duly attested and signed copy of this Resolution to Edna Southard.

SECTION 3: That this resolution shall be effective immediately upon its adoption.

William Snavelly, Mayor

Chantel Raghu, Vice Mayor

Amber Franklin

Jason Bracken

Alexandria French

Glenn Ellerbe

David Prytherch



Resolution

RESOLUTION NO. 7360

**A RESOLUTION COMMENDING MIKE SMITH FOR HIS SERVICE TO THE
CITY OF OXFORD AND ITS RESIDENTS.**

WHEREAS, Mike Smith served his first term as a member of the Oxford City Council from November of 2013 to November of 2017 and presided as Vice Mayor from November of 2015 to November of 2017; and

WHEREAS, Mike Smith served his second term as a member of the Oxford City Council from November of 2017 to November of 2021 and presided as Mayor from November of 2019 to November of 2021; and

WHEREAS, during said period, Mike has given of his time, talents and energies serving the City of Oxford and its residents faithfully and diligently; and

WHEREAS, Mike fulfilled his second term of office on November 22, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO:

SECTION 1: That the City Council of the City of Oxford personally and collectively and on behalf of the government and citizens of the City, expresses its deep appreciation and thanks to Mike Smith for his faithful and devoted service, while serving on the Oxford City Council.

SECTION 2: That the Clerk of the City Council of the City of Oxford, Ohio is hereby directed and instructed to forward a duly attested and signed copy of this Resolution to Mike Smith.

SECTION 3: That this resolution shall be effective immediately upon its adoption.

William Snavelly, Mayor

Chantel Raghu, Vice Mayor

Amber Franklin

Jason Bracken

Alexandria French

Glenn Ellerbe

David Prytherch





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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	November 19, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	A Resolution authorizing the City Manager to close Lot 52 each Saturday in 2022 from 5:30 a.m. until 1:00 p.m. and the Southern half of Lot 52 each Tuesday from 3:00 p.m. until 8:00 p.m. To permit the operation of the farmers market within Lot 52 during said times.
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	N/A
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

The attached request is for the use of Lot 52 for the operation of the 2022 Farmer's Market, which will occur each Saturday and Tuesday throughout the season.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE LOT 52 EACH SATURDAY IN 2022 FROM 5:30 A.M. UNTIL 1:00 P.M. AND THE SOUTHERN HALF OF LOT 52 EACH TUESDAY FROM 3:00 P.M. UNTIL 8:00 P.M. TO PERMIT THE OPERATION OF THE FARMERS MARKET WITHIN LOT 52 DURING SAID TIMES.

WHEREAS, the Oxford Farmers Market has operated in Uptown Oxford since 2004; and

WHEREAS, Council has determined that it is beneficial for the City to permit the Farmers Market to continue operating in Lot 52 on Saturdays in 2022 and that the closure of Lot 52 between the hours of 5:30 a.m. and 1:00 p.m. and the southern half of Lot 52 on Tuesdays between the hours of 3:00 p.m. and 8:00 p.m. is required to permit this operation; and

WHEREAS, the City Manager recommends Council authorize the City Manager to close Lot 52 on Saturdays in 2022 from 5:30 a.m. until 1:00 p.m. and the southern half of Lot 52 on Tuesdays from 3:00 p.m. until 8:00 p.m. to permit the operation of the Farmers Market within Lot 52 during said time.

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

SECTION 1: Council accepts the recommendation of the City Manager and hereby authorizes the City Manager to close Lot 52 on Saturdays in 2022 from 5:30 a.m. until 1:00 p.m. and the southern half of Lot 52 on Tuesdays from 3:00 p.m. until 8:00 p.m. to permit the operation of the Farmer's Market within Lot 52 during said time.

SECTION 2: In all other respects the City of Oxford traffic code shall remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

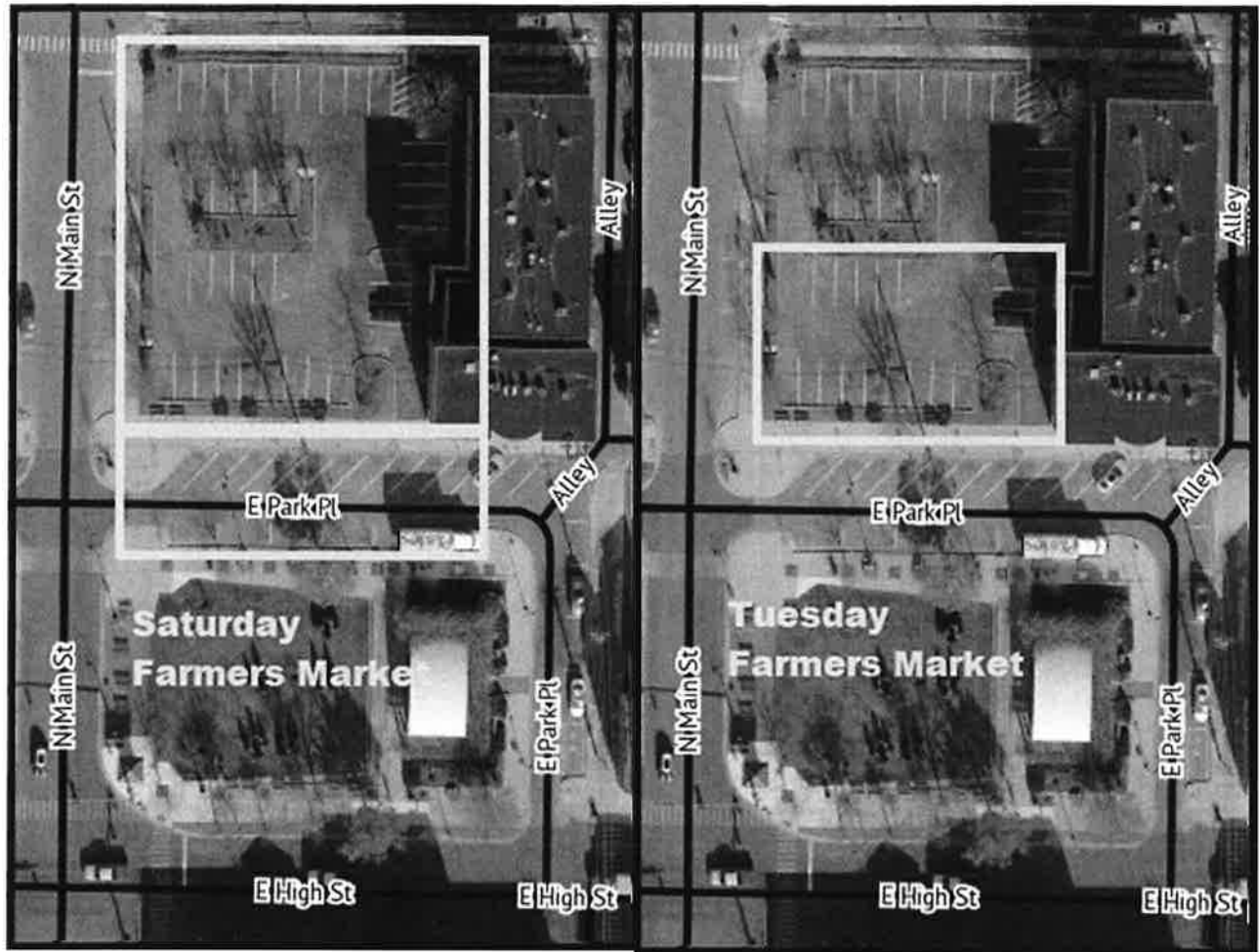
PREPARED BY: LAW (STAFF)

South half of Lot 52



REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

I understand that acceptance of them is a condition
I understand that the request will be reviewed
approval is granted. If additional



Saturday closure is 5:30 AM - 1:00 PM. Event 9 AM - Noon.

Tuesday closure is 3:00 PM - 8:00 PM. Event 4:00 PM - 7:00 PM.

Farmers Market will post and remove NO PARKING signs as well close East Park Place.

Sidewalks will be utilized but passible.

Additional Requests:
(Include details in narrative)

- ☐ No Parking Signs*
- ☐ Detour(s)
- ☐ Police Assistance

Time Details

	Start	End
Setup		
Event		
Breakdown		

**Generally the responsibility of the applicant.*



Stipulations and Fees

Note: FULL PAYMENT REQUIRED BEFORE THE EVENT

Compliance will be required to any and all State of Ohio, City of Oxford and Health Dept Covid-19 guidelines in effect during this event.

Hand sanitizer must be available.

Area shall be cleaned at the end of each day

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

3. No signs are permitted.
4. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park.
7. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with live animals or inflated play structures with a minimum of \$1M coverage. Insurance for other events may be required and reviewed on a case by case basis.

FEE INFORMATION

No Parking Signs \$1.00/ea.
Metered Parking \$10.00/ea
Trash Boxes \$5.00/ea.

Personnel

Police Officer(s) Contact OPD
Street Dept. Personnel \$25.00/hr
Electrician \$100.00
Park & Rec Personnel Contact OPRD

Road Closures

Main Street \$135.00**
US 27 Detour \$135.00**

**Includes labor

Sports Fields/Gazebo

Contact OPRD – 523-6314

APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as specified above. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

Applicant's Signature

Date: ____ / ____ / ____

CITY USE ONLY

	Service	Hours	Rate	Estimate	Final
1			\$	\$	\$
2			\$	\$	\$
3			\$	\$	\$
4			\$	\$	\$
5			\$	\$	\$
	Total		\$	\$	\$

	Applicant's Initials	Review Date
Police Department		
1		
2		
3		
4		
Fire Department		
1		
2		
3		
4		
Service Department		
1		
2		
3		
4		
Recreation Department (if applicable)		
1		
2		
3		
4		
City Manager		
1		
2		
3		
4		

Pre-Meeting (if applicable): Reviewed with _____ on _____

Reviewer(s): _____

APPROVAL SECTION (with conditions)

Police Chief:	☐ Approved	☐ Not Approved	____/____
Fire Chief:	☐ Approved	☐ Not Approved	____/____
Service Director:	☐ Approved	☐ Not Approved	____/____
Recreation Director:	☐ Approved	☐ Not Approved	____/____
City Manager:	☐ Approved	☐ Not Approved	


City Manager's Signature

Jessica Greene, Asst. City Manager

Date: **Nov. 10, 2021**

Reason(s) event not approved:

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729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.

No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council.

(Ord. 3211. Passed 3-19-13.)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Clerk of Council
PREPARED BY:	Heather Barbour
DATE PREPARED:	November 29, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	Notice to Legislative Authority – New Permit for Fridge & Pantry Inc. DBA Fridge & Pantry Uptown Market 35 E. Church Street Oxford, Ohio 45056.
RECOMMENDATION:	n/a
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

THE NEW PRIMIT IS FOR:

D3A- EXTENDED ISSUED PERMIT PRIVILEGES UNTIL 2:30 A.M.

FRIDGE & PANTRY EXISTING PERMITS:

C1, C2, D1, D2, AND D3

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

29484280005		N		FRIDGE & PANTRY INC DBA FRIDGE & PANTRY UPTOWN MARKET 35 E CHURCH ST OXFORD OH 45056
PERMIT NUMBER		TYPE		
ISSUE DATE				
11 09 2021				
FILING DATE				
D3A				
PERMIT CLASSES				
09	088	A	D22538	
TAX DISTRICT		RECEIPT NO.		

FROM 11/22/2021

RECEIVED

PERMIT NUMBER		TYPE		11-29-21 City of Oxford
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT		RECEIPT NO.		



MAILED 11/22/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/23/2021

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A N 2948428-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Clerk of Council
PREPARED BY:	Heather Barbour
DATE PREPARED:	12/2/2021
COUNCIL MEETING DATE:	12/7/2021
AGENDA TITLE:	A Resolution appointing Amber Franklin as Council Representative to the SELF Board.
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

As requested by the Executive Director of SELF. Councilor Franklin will fill Edna Southard's unexpired term on the SELF Board until her term on Council ends on November 24, 2025.

RESOLUTION NO.

A RESOLUTION APPOINTING AMBER FRANKLIN AS COUNCIL REPRESENTATIVE TO THE SUPPORTS TO ENCOURAGE LOW-INCOME FAMILIES (SELF) BOARD.

WHEREAS, Oxford City Council supports the efforts of the Supports to Encourage Low-Income Families (SELF) Board in helping low-income residents of Butler County to achieve self sufficiency.

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

SECTION 1: Amber Franklin shall be appointed as Council representative to the SELF Board to fill Edna Southard's unexpired term until her term on City Council ends on November 24, 2025.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



OXFORD CITY COUNCIL

Meeting Minutes

Tuesday, November 16, 2021

A regular meeting of the Oxford City Council was called to order by Mayor Mike Smith on Tuesday, November 16, 2021 at 6:37 p.m. Members in attendance were, Edna Southard, Jason Bracken, Glenn Ellerbe, David Prytherch, William Snavelly arrived at 6:40 p.m. and Chantel Raghu arrived at 6:49 p.m.

Staff members in attendance were: Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Joe Newlin, Finance Director; Mr. John Jones, Police Chief; Mr. Geoff Robinson, Police Lieutenant; Mr. Sam Perry, Community Development Director; Mr. Mike Dreisbach, Service Director; Mr. Chris Conard, Law Director; Ms. Mary Ann Eaton, Clerk of Council; Ms. Heather Barbour, Administrative Assistant II.

ADJOURN TO EXECUTIVE SESSION

Ms. Southard moved to adjourn to Executive Session immediately pursuant to Ohio Revised Code Section 121.22(G)(3) for the purpose of discussing pending litigation. Mr. Ellerbe seconded. The motion passed by the following roll call:

AYE: Mr. Ellerbe, Mr. Prytherch, Ms. Southard, Mr. Bracken, Mayor Smith (5)

NAY: None (0)

ABS: None (0)

ADJOURN FROM EXECUTIVE SESSION

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

Approval of Agenda

Mr. Snavely moved to approve the agenda with the addition of item 3.A. A Proclamation. Ms. Southard seconded. The motion passed 7-0-0.

Proclamation 'Mary Ann Eaton Day'

Mayor Smith read the Proclamation recognizing Mary Ann Eaton's retirement from the City of Oxford after 20 years of service and presented it to her. Ms. Eaton advised she would like to make some comments at the end of the meeting.

Public Comments

There were no comments from the public.

Consent Agenda

Minutes of the November 2, 2021 City Council Meeting (Heather Barbour and Mary Ann Eaton, Clerk of Council)

Report regarding the November 3, 2021 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

A Resolution authorizing the sale of salvaged, junk and/or abandoned motor vehicles. (John Jones, Police Chief)

A Resolution authorizing the City Manager to request advanced payment of property taxes to the City in 2022 From Butler County. (Joe Newlin, Finance Director)

Mr. Ellerbe moved to approve the consent agenda. Ms. Southard seconded. Motion passed 7-0-0.

Resolutions

Resolution Appointing Clerk of Council

Resolution No. 7354 Appointing Heather Barbour as Clerk of Council for the City of Oxford. (Doug Elliott, City Manager)

Mr. Elliott advised Ms. Eaton announced her retirement effective November 30, 2021. The City advertised the position, candidates were interviewed and Heather Barbour was selected for the position of Administrative Assistant II/Clerk of Council. Ms. Barbour was hired on October 25, 2021.

There were no comments from the public.

Mr. Snavely noted having participated in the interview process. Mr. Snavely stated well wishes from himself and his colleagues offering assistance through the process.

Mayor Smith mentioned Mr. Barbour's training on preparing the last meetings minutes.

Ms. Southard welcomed Ms. Barbour.

Ms. Southard moved to adopt Resolution 7354. Mr. Snavely seconded. The motion passed 7-0-0

Resolution Alcohol at the Senior Center

A Resolution No. 7355 of Council authorizing alcoholic beverages to be served (not sold) at a private event on Thursday, December 2, 2021 from 5:30 p.m. until 8:30 p.m. held for "members only and invited guests" of the Miami Valley Farmers Union to be held at the Oxford Seniors building located at 922 Tollgate Drive Oxford, Ohio 45056. (Edna Southard, Councilor)

Ms. Southard noted the resolution was in response to a citizen's one time request since the Oxford Seniors Center is a Municipal Property therefore City Council approval is required. Ms. Southard advised the Miami Valley Farmers Union has a focus on family farmers, urban agriculture, food stamps, fair districting, voting rights, country of origin labeling and the elimination of the influence of dark money. Ms. Southard shared the annual meeting is normally held at a private home of members Bill and Sybil Miller. Ms. Southard mentioned due to COVID-19 the annual meeting for 2020 was canceled and holding the meeting at the Oxford Senior Center will provide room for social distancing.

Sybil Harris-Miller 6578 Fairfield Road, introduced officers and members of the Miami Valley Farmers Union in attendance. Ms. Harris-Miller expressed her happiness in reserving the Oxford Senior Center for the meeting, listing the main reason was the ability to be socially distanced. Ms. Harris-Miller expects attendance of 40-50 members and guests and Ms. Raghu will be speaking at the meeting. Ms. Harris-Miller finished by asking the Council to consider allowing the Miami Valley Farmers Union to serve wine and beer at the Oxford Senior Center this year.

Mr. Ellerbe asked Mr. Elliott for the history of why these types of decisions were not made at an administrative level.

Mr. Elliott responded during his time with the City the Ordinance stated no alcohol at any City facilities unless approved by Council.

Mr. Prytherch noted he was happy to hear about the event and stated this type of decision could be made by the City Manager.

Ms. Southard moved to adopt resolution No. 7355. Mr. Ellerbe seconded. The motion passed 7-0-0

Resolution Bond Reduction

A Resolution No. 7356 authorizing the release of a public improvement bond in the form of a letter of credit in the amount of \$213,830.00 for Lake Forest Drive and accepting a new public improvement bond in the form of a letter of credit in the amount of \$15,000.00. (Mike Dreisbach, Service Director)

Mr. Dreisbach advised the one-year period for the current bond is expiring; the City Engineer inspected the construction of the new street and found a few minor deficiencies. Mr. Dreisbach recommended reducing the bond to \$15,000.00 guaranteeing the minor deficiencies are corrected.

There were no comments from the public.

Mr. Snavely moved to adopt Resolution No. 7356. Ms. Southard seconded. The motion passed 7-0-0

Resolution Parking Fees

A Resolution No. 7357 authorizing the City Manager to waive parking meter fees throughout the city from 9:00 a.m. on December 13, 2021 until 8:00 p.m. on December 31, 2021. The two-hour and the ten-hour restrictions for parking meters shall remain in effect. (John Jones, Police Chief)

Chief Jones noted the annual Free Holiday Parking is a little different this year, after taking into consideration the changes the City has made with parking meters. Chief Jones shared with the low demand for parking during this time period, this is a positive way to get people to come Uptown. Chief Jones mentioned the time restrictions would still be in effect and smart meters will display free parking and will not have red bags over them.

There were no comments from the public.

Ms. Southard noted her agreement with continuing this tradition of free Holiday Parking.

Mayor Smith mentioned on Veterans Day the smart meters displayed free parking and how nice it was.

Mr. Prytherch stated the importance of reminding and enforcing the expectations of two-hour and ten-hour time restrictions.

Mr. Bracken echoed the importance of reminding and enforcing the expectations of two-hour and ten-hour time restrictions.

Mr. Snavely moved to adopt Resolution No. 7357. Mr. Ellerbe seconded. The motion passed 7-0-0.

Resolution Lexipol Contract

A Resolution No. 7358 authorizing the City Manager to enter into a contract with Lexipol to provide policy redevelopment/implementation services and policy management services for the Police Division at a total year one cost not to exceed \$35,584 (first year subscription cost is \$12,106 and one time implementation cost is \$23,478). This agreement would automatically renew annually at a cost not to exceed 5% of the previous year's annual subscription fee. (John Jones, Police Chief)

Chief Jones advised implementing this product would save a considerable amount of staff time. Chief Jones mentioned when he started working for the City he was given a notebook in 2002 and at the time General Orders were in another notebook. Chief Jones noted it was 2015 when these policies were issued electronically. Chief Jones mentioned the officer training and testing of policies provided by Lexipol. Chief Jones advised if a change was needed due to a new law, Lexipol has attorneys, Police experts, and a risk management team to update the current policies. Chief Jones outlined the workflow of implementation and reviewing current policies and uploading the policies making changes when needed.

There were no comments from the public.

Ms. Southard requested more information on Lexipol, and asked Chief Jones how he came to choose this product.

Chief Jones answered Lexipol is the best company and is very well known across the nation, working with the Ohio Collaborative to insure the policies to maintain Police legitimacy. Chief Jones noted as changes and new standards are issued the policies will reflect those standards.

Mr. Prytherch inquired if the policy redevelopment aspect was reviewing current policies and updating them.

Chief Jones answered yes, this would update current policy and gave an example of dispatch and 911 changes. Chief Jones mentioned the staff hours it would take to make these updates. Chief Jones noted the importance of having the most current policies and information for the officers.

Mayor Smith commented that officers would have more time to do Police work rather than spending months updating policies.

Ms. Raghu noted she read in the Texas Law Review Lexipol has been sued over different policies and discrepancies in different states. Ms. Raghu asked about the annual automatic renewal and if the Police Division was signing up for one year.

Chief Jones answered that automatic renewal is an option, so Council would not have to approve it each year. Lt. Robinson mentioned the contract could be dissolved at any time if the division is not happy with the performance.

Mr. Snavely remarked on the redevelopment and implementation of policies that have been approved and Lexipol will write the policies into the manual to be consistent, not creating new policies.

Lt. Robinson answered Lexipol and the working group will take current policies and compare them to make sure the language fits the goals of the division, getting feedback from the City's Law Director.

Ms. Raghu suggested reviewing this process after a year.

Lt. Robinson mentioned the shift in workloads after implementation and the benefits of having a law team looking at these updates.

Mr. Conard mentioned he has worked with Lexipol policies for other communities, potential liability exposure for police agencies working with an accredited group and that policies are derived from that group has some value. Mr. Conard noted simply taking the policies from Lexipol does not mean cutting and paste, Policies are then tailored to fit the community, but the benefit is Lexipol provides a baseline to start.

Mr. Prytherch asked for an example of how a policy could become out of date on an annual basis.

Chief Jones answered with an example from last summer, Council passed an Ordinance banning chokeholds requiring policies be updated. Chief Jones advised had the division had Lexipol this change would most likely have happened before the conversation ever happened with Council. Chief Jones gave another example of the handcuffing of pregnant females and how the legislation happened quickly and restricted what law enforcement was able to do and put a lot of responsibility on law enforcement who are waiting on guidance from the Attorney General's office.

Ms. Southard moved to adopt Resolution No. 7358. Mr. Ellerbe seconded. The motion passed 7-0-0

Ordinances.
First Reading

Ordinance Oxford Cottage Community Project

An Ordinance Authorizing The City Manager To Lease Approximately 2.1 Acres Of City Owned Land Located At 5234 Hester Road For The Oxford Cottage Community Project. (Doug Elliott, City Manager)

Mr. Elliott noted City staff has been working with Mindy Muller of Community Development Professionals of Hamilton, Ohio on an Oxford Cottage Community concept since 2018.

Mr. Elliott shared American Rescue Plan Act funds in February 2021 provided an opportunity to move the concept forward at another location and accomplish Council's Affordable Housing priority. Mr. Elliott noted on October 5, 2021 Council adopted Ordinance No. 3640 allowing the City Manager to purchase 2.1 acres located at 5234 Hester Road at a cost of \$150,000.00 for the Oxford Cottage Community Project. Mr. Elliott stated the City and the property owner closed on the purchase of this property on Wednesday, November 10, 2021, the City utilized ARPA funds for this purchase. Mr. Elliott advised the next step is for the City to lease this property for 20 years at \$1.00 per year to the Center for Community Revitalization (CCR). Mr. Elliott shared CCR is a nonprofit Ohio Corporation that will own and manage this project. Mr. Elliott advised the project includes the construction of 12 cottages to create a cottage community (planned use development). Mr. Elliott noted the cottage community targets a mixed population of persons needing affordable housing- five will be occupied by displaced families, five will be occupied by low-income seniors 60 and older, and two will house other income-qualifying households. Mr. Elliott explained the cottages are self-contained housing units, 364 sq. ft. that can accommodate up to six people. Mr. Elliott noted all cottages have one bedroom, kitchenette, great room, bathroom, and front porch. Mr. Elliott stated each unit will come furnished with a stackable washer/dryer and loft. Mr. Elliott mentioned all cottages will meet HUD Housing Quality Standards (HQS) and are rented at or below fair market rate.

There were no comments from the public.

Ms. Raghu asked for clarification of displaced families and transitional housing.

Mr. Perry advised displaced families would most likely be referred by the Family Resource Center, a stopping point for folks that have experienced an emergency probably on a short-term basis.

Mr. Prytherch mentioned land values are high in our community and property acquisition was a key step in the success of the project. Mr. Prytherch noted the fact the City can participate in this way while still maintaining control of the land long term is a really exciting opportunity. Mr. Prytherch thanked the staff for all their work.

Ordinance Final Subdivision

An Ordinance Approving The Final Subdivision Application And Plat For Heron Pond With Conditions. (Sam Perry, Community Development Director)

Mr. Perry noted the applicant is requesting approval for a Final Subdivision application associated with a planned 15-unit community to be called Heron Pond, located off Kehr Road and Roberts Drive in close proximity to the South Farm subdivision and Cobblestone Community Church.

There were no comments from the public.

Ms. Southard mentioned the need for varied housing in the Oxford community has been identified through the housing study, reminding the public of that fact. Ms. Southard noted this development will help fulfill part of that need.

Ordinances
Second Reading

Ordinance Curb, Gutter, and Sidewalks

An Ordinance No. 3643 Levying Upon The Lots And Lands Enumerated In The List Of Estimated Assessments (Exhibit A) The Amounts Set Forth On Such List And Setting Forth Terms For Payment Of Assessments. (Mike Dreisbach, Service Director)

Mr. Dreisbach noted this was the final piece of legislation required for the City's curb, gutter, and sidewalk program and asked for the Council's approval of the Ordinance. Mr. Dreisbach offered to answer any questions.

There were no comments from the public or from Council.

Ms. Southard moved to adopt Ordinance No. 3643. Mr. Snavelly seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mayor Smith (7)

NAY: None (0)

ABS: None (0)

Ordinance Right of Way for South Farm

An Ordinance No. 3644 Vacating Right-Of-Way Associated With Roberts Drive And Hoover Drive As Was Previously Dedicated By O.R. 7959 PG 1551, Replat For South Farm Section 2 & 2A. (Sam Perry, Community Development Director)

Mr. Perry noted there were no changes from the first reading.

There were no comments from the public or from Council.

Mr. Snavelly moved to adopt Ordinance No. 3644. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Raghu, Mr. Snively, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Mayor Smith (7)

NAY: None (0)

ABS: None (0)

Ordinance Final Subdivision

An Ordinance No. 3645 Approving The Final Subdivision Application And Plat For South Farm Section IV With Conditions. (Sam Perry, Community Development Director)

Mr. Perry mentioned this is the accompanying plat for the previous item, allowing the division of the land for South Farm subdivision.

There were no comments from the public or from Council.

Ms. Southard moved to adopt Ordinance No. 3645. Mr. Snively seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Snively, Ms. Southard, Mr. Bracken. Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mayor Smith (7)

NAY: None (0)

ABS None (0)

Ordinance 2022 Annual Budget

An Ordinance No. 3646 To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2022. (Joe Newlin, Finance Director)

Mr. Newlin stated there were no changes from the last reading, and offered to answer any questions.

There were no comments from the public.

Mr. Prytherch praised staff for adding funding for the full-time social worker noting this is an example of one of the priorities that Council and staff worked through.

Ms. Southard moved to adopt Ordinance No. 3646. Mr. Snively seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Mayor Smith (7)

NAY: None (0)

ABS None (0)

Ordinance 2022 Budgeted Advances

An Ordinance No. 3647 Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2022. (Joe Newlin, Finance Director)

Mr. Newlin advised there were no changes since the first reading and offered to answer any questions.

There were no comments from the public.

Ms. Southard referred to the many hours Council and staff spend working on the budgets and noted most importantly the City continues to operate on a balanced budget.

Ms. Southard moved to adopt Ordinance No. 3647. Mr. Snavelly seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mayor Smith (7)

NAY: None (0)

ABS None (0)

Ordinance 2022 Budgeted Transfers

An Ordinance No. 3648 Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2022. (Joe Newlin, Finance Director)

Mr. Newlin noted there were no changes since the first reading.

There were no comments from the public.

Ms. Southard moved to adopt Ordinance No. 3648. Mr. Snavelly seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken, Mayor Smith (7)

NAY: None (0)

ABS : None (0)

Ordinance 2022 Fees

An Ordinance No. 3649 To Adopt Fees and Charges For The Fiscal Year 2022. (Joe Newlin, Finance Director)

Mr. Newlin advised the only change since the first reading was the addition of the coin meter only fee of .25 per hour.

There were no comments from the public.

Mr. Snavelly recognized the purpose of the meters is to promote turn over and monitor demand areas with higher demand areas being Campus, High Street, and Park Place. Mr. Snavelly noted a step down on side streets currently at .25 per hour the City might go up to .50 per hour. Mr. Snavelly stated the parking garage was underutilized by the public and suggested .50 per hour might encourage people to park in the garage. Mr. Snavelly stated the City needs to encourage people to shop uptown and gave a few reasons for people to drive and park uptown.

Mr. Snavelly moved to amend the proposed Ordinance as presented on page 132 of the agenda under smart meters and multi-space meters and for the parking garage, Lot 52, Main Street, Beech Street, and Poplar Street to .50 per hour and monitor for a year. Ms. Raghu seconded. The motion failed by the following roll call:

AYE: Ms. Raghu, Ms. Snavelly, Mayor Smith (3)

NAY: Mr. Prytherch, Ms. Southard, Mr. Bracken, Mr. Ellerbe (4)

ABS: None (0)

Mr. Prytherch noted there are other .25 meters on side streets so affordable parking is still available.

Ms. Southard moved to adopt Ordinance No. 3649. Mr. Ellerbe seconded. The Ordinance was adopted by the following roll call:

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

NAY: Mr. Snavelly (1)

ABS: None (0)

Ordinance Supplemental Budget

An Ordinance No. 3650 Amending Ordinance No. 3600. Supplemental Budget Ordinance Number 8 To Make Supplemental Appropriations For Fiscal Year 2021. (Joe Newlin, Finance Director)

Mr. Newlin noted there were no changes from the first reading and offered to answer any questions.

There were no comments from the public.

Ms. Southard moved to adopt Ordinance No. 3650. Mr. Ellerbe seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mayor Smith (7)

NAY: None (0)

ABS: None (0)

Ordinance 2022 Salaries

An Ordinance No. 3651 Establishing Salaries And Certain Benefits For Salaried And Hourly Full-Time And Part-Time Employees Within The Service Of The City Of Oxford, Ohio, Paid From January 1, 2022 Through December 31, 2022. (Jessica Greene, Assistant City Manager)

Ms. Greene advised a few minor changes from the first reading were the social worker was added and part-time Parks and Recreation Techs and seasonal laborers in the service department salaries were increased to up to \$15.00 per hour to be a bit more competitive in the recruitment of part-time staff.

There were no comments from the public.

Mr. Snavelly moved to adopt Ordinance No. 3651. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavely, Mayor Smith (7)

NAY: None (0)

ABS None (0)

Announcements & Communications

Mr. Elliott shared City staff hosted a New Council Member Orientation Session with Ms. Franklin and Ms. French on Monday, November 15, 2021. Mr. Elliott noted his excitement in working with new Council members although he is sad to see Ms. Southard and Mayor Smith leave Council as well. Mr. Elliott reminded everyone of the upcoming Council Organizational Meeting Tuesday, November 23, 2021 at 7 p.m. Mr. Elliott advised he will research the Ordinance that requires Council approval for alcoholic beverages at City buildings focusing on the Senior Center.

Mr. Dreisbach thanked the Service Department crews and noted the extraordinary event at the railroad crossing on Spring Street with the collapse of the storm sewer conduit under the rail and at the same time there were 3 water main breaks caused by a semi tractor-trailer on Locust Street that struck a fire hydrant. Mr. Dreisbach noted he was very pleased with the way the Service crews managed these situations, by acting quickly and saving the City money. Mr. Dreisbach reminded everyone the electric vehicle charging station is open and functioning at the parking garage and the City plans to apply for fast charging stations through the EPA grants due in 2 months. Mr. Dreisbach mentioned the City plans to install the new electric vehicle charging stations at the surface lot on Church and Main St and at the Municipal Building.

Chief Jones referred to upcoming meetings Thursday, November 18, 2021 at 7 p.m. at the Courthouse - Police Community Relations and Review Commission focusing on policies the commission would like to review and Oxford Township Trustees Public Hearing on Police Services November 30, 2021 at Talawanda High School at 6:30 p.m.

Mr. Newlin thanked all the department heads, finance staff, and everyone involved, noting they made the budget process easier for everyone. Mr. Newlin noted it was a pleasure working with Mayor Smith for the past eight years and thanked Mayor Smith for his service to the City.

Ms. Greene congratulated Ms. Eaton on her last Council meeting and upcoming retirement. Ms. Greene thanked everyone for their patience while going live with the new website noting overall it was a smooth rollout. Ms. Greene advised on behalf of Mr. Wooddell please mark your calendars for Saturday, December 4, 2021 Oxford Holiday Festival 9 a.m. to 9 p.m. hosted at the Oxford Community Arts Center from 9 a.m. to 4 p.m. and the Uptown Parks from 5 p.m. to 9 p.m.

Ms. Eaton read into the record a statement she had prepared as follows:

November 16, 2021

Dear City Council: As you know, I will retire from the City of Oxford on November 30, 2021. It has been an honor and a pleasure to serve as the Deputy Clerk of Council and/or Clerk of Oxford City Council for the past 17 of the 20 years I have worked for the City. I would like to thank those who believed in me and trusted me early on to carry out this important work for the City, including Jane Howington, Donna Heck, Kim Newton, Steve McHugh and Doug Elliott and – more recently – Jessica Greene and Chris Conard. I would also like to thank Department Heads: Mike Dreisbach, Sam Perry, Joe Newlin, Casey Wooddell, John Jones and John Detherage. I am gratified to have worked with all of you to attain the goals for the City as set forth by Council – you have all helped me grow both personally and professionally. To the elected officials and to the numerous volunteers who serve on our City's various Boards and Commissions, thank you for your tireless work in pursuit of building a better community for all to enjoy. I am pleased to have served during my tenure as Clerk ~~six~~ **nineteen** Mayors: Jerome Conley, Prue Dana, Richard Keebler, Kevin McKeehan, Kate Rousmaniere and Mike Smith – as well as **nineteen** Councilors. To my successor, Heather Barbour, I wish you all best as the city's new Clerk of Council and hope the job is as rewarding for you as it was for me. And, I would be remiss if I did not thank my husband of 41 years, Randy, for the love and support he has provided me, especially on some of those long council nights! While this is "farewell" as your Clerk of Council, Oxford remains my home and I'm sure we'll see each other around town. Thank you. Mary Ann

**** Applause ****

Mr. Conard mentioned the Clerk is truly the glue that holds everything together.

Ms. Raghu thanked Ms. Eaton for all of her institutional knowledge and her willingness to answer questions. Ms. Raghu also thanked Mayor Smith and Ms. Southard. Ms. Raghu noted she wanted to bring awareness to the Miami Valley Farmers Union's values and accomplishments. Ms. Raghu encouraged new membership.

Mr. Ellerbe noted Clerk Eaton, Councilor Southard, and Mayor Smith it has been a pleasure serving with you, Clerk Barbour, Councilor French, and Councilor Franklin get ready for the adventure.

Mr. Snavely congratulated Ms. Eaton, commenting on her excellent work ethic. Mr. Snavely also mentioned the pleasure of working with Ms. Eaton. Mr. Snavely congratulated Ms. Barbour and noted he looks forward to working with her. Mr. Snavely congratulated Ms. Franklin and Ms. French and expressed his excitement in getting to work with them. Mr. Snavely expressed gratitude toward Mayor Smith and Ms. Southard and congratulated them on their accomplishments. Mr. Snavely advised the tip he would give to newcomers is to do your homework and read reports ahead of time.

Mr. Bracken thanked everyone for their service and welcomed everyone coming in.

Mr. Prytherch noted he moved to Oxford in 2003 and started paying attention to local government and Ms. Eaton has been the voice of the City of Oxford. Mr. Prytherch mentioned how essential the role of the Clerk is to the organization and how Ms. Eaton was unflappable. Mr. Prytherch noted he was looking forward to working with Ms. Barbour. Mr. Prytherch thanked Mayor Smith and Ms. Southard for their service to the City. Mr. Prytherch shared his excitement in getting to work with Ms. Franklin and Ms. French.

Ms. Southard mentioned Thursday, November 18, 2021 6 p.m. to 8 p.m. at the Senior Center with a hybrid zoom option, is Getting to Zero, Community Commitment to Climate Action and is sponsored by the League of Women Voters, Age Friendly Oxford, and the Oxford Seniors Ecological Club. The Climate Action Steering Committee will present at the workshop. Ms. Southard noted it has been a pleasure serving on the Board of SELF (Supports to Encourage Low-income Families) and discussed a new program that will provide low-income households with water/wastewater payment assistance. Ms. Southard announced the awards ceremony that will take place in April 2022 and will be sponsored by Duke Energy. Ms. Southard thanked everyone in the room and citizens who attend Council meetings, to the new Councilors, and to the City staff. Ms. Southard referred to several accomplishments over the past eight years. Ms. Southard wished everyone a great Thanksgiving and continuing success to colleagues on Council.

Mayor Smith thanked the Parks and Recreation Department for putting on a great Veterans Day Presentation. Mayor Smith mentioned Spring Street Treats will be open for another week before closing for the season, be sure to stop by for ice cream. Mayor Smith thanked the Council, City Staff, Ms. Eaton, Ms. Franklin, and Ms. French noting Ms. Franklin and Ms. French are getting a great group to work with.

Adjournment

Ms. Southard moved to adjourn at 8:52 p.m. Mr. Snavely seconded. Motion passed 7-0-0

The Organizational meeting of the Oxford City Council was called to order by Michael Smith on Tuesday, November 23, 2021 at 7:00 p.m. Those members present were William Snavelly, Edna Southard, Glenn Ellerbe, Chantel Raghu, Jason Bracken, and David Prytherch.

Staff members present: Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Joe Newlin, Finance Director; Mr. Chris Conard, Law Director; Ms. Sarah Sparks Attorney, Ms. Mary Ann Eaton, Clerk of Council and Heather Barbour, Administrative Assistant II/Clerk of Council.

APPROVAL OF AGENDA

Ms. Southard moved to approve the agenda. Mr. Snavelly seconded. The motion passed 7-0-0.

OATHS OF OFFICE

Mr. Conard performed the swearing-in of the elected Council members: Amber Franklin, Alex French, David Prytherch, and Chantel Raghu. Oaths of Office were signed and photos taken.

ADJOURN TO EXECUTIVE SESSION

Mr. Ellerbe moved to adjourn to Executive Session at 7:10 p.m. in accordance with Ohio Revised Code Section 121.22 (G) (1) for the purpose of discussing the selection of Council appointments to Boards and Commissions. Mr. Bracken seconded. The motion passed by the following roll call:

AYE: Mr. Ellerbe, Ms. Franklin, Ms. French, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Mr. Bracken. (7)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

Ms. Franklin moved to adjourn from Executive Session at 8:00 p.m. Mr. Ellerbe seconded. The motion passed 7-0-0

ELECTION OF MAYOR

Ms. Raghu nominated Mr. Snavelly for the position of Mayor. Ms. French seconded. The motion passed 7-0-0.

MAYOR OATH OF OFFICE

Mr. Conard performed the swearing-in of Mayor, Mr. William Snavelly.

ELECTION OF VICE MAYOR

Mr. Bracken nominated Ms. Raghu for the position of Vice Mayor. Ms. Franklin seconded. The motion passed 7-0-0.

VICE MAYOR OATH OF OFFICE

Mr. Conard performed the swearing-in of Vice Mayor, Ms. Chantel Raghu.

COUNCIL BOARD AND COMMISSION APPOINTMENTS

Ms. Raghu nominated Mr. Prytherch and Mr. Bracken to serve on the Planning Commission, Ms. French to serve on the Recreation Board, Ms. French to serve on the Historic and Architectural Preservation Commission, Mr. Ellerbe and Ms. French to serve on the Community Improvement Corporation, Mr. Ellerbe to serve on the Student Community Relations Commission, Ms. Raghu nominated herself to serve on the Environmental Commission, Mr. Bracken and Ms. Franklin to serve on the Housing Advisory Commission, Mr. Snavelly and Ms. Franklin to serve on the Firefighters Dependents Board, Mr. Snavelly and Ms. Franklin to serve on the Woodside Cemetery Board, Mr. Bracken and Mr. Snavelly to serve as the OKI representative, Mr. Snavelly to serve on the Senior Citizens Board of Trustees, Ms. Raghu nominated herself to serve on Enjoy Oxford Board, Ms. Franklin to serve on the Public Arts Commission of Oxford, and Mr. Prytherch to serve on the Oxford Parking and Transportation Advisory Board, and Mr. Prytherch to serve on the Climate Action Steering Committee for terms ending December 1, 2022. Ms. French seconded. The nominations passed 7-0-0.

ADJOURN

Mr. Ellerbe moved to adjourn at 8:07 p.m. Mr. Bracken seconded. The motion passed 7-0-0.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45215

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	November 29, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	Oxford Recreation Board – November 18, 2021
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 11/29/21 <i>DRE 12/3/21</i>

DISCUSSION:

Attendance: Craig Bennett, Ken Bogard, Wes Cole, Casey Wooddell, Deanna Barbour, Mayor Mike Smith, and Joe Wilhem (Guest). Mr. Wilhelm is a member of the Talawanda Recreation, Inc (TRI) Board of Directors.

The Oxford Recreation Board met in the Municipal Building on Thursday, November 18. Meeting was called to order at 11:38am. Agenda for the meeting and minutes from the October meeting were approved without comment.

Mr. Wooddell provided a report from the Parks and Recreation Department. This report included information about Holiday Fest on December 4th, Chocolate Meltdown event coming in January, igloos being installed uptown again, the potential ADA playground additions planned for Oxford Community Park, the new mulch installed on several City playgrounds recently, and the start of youth basketball season for OPRD.

Mr. Cole provided a report about Talawanda Athletics, including information about a couple cross country athletes going to the state meet, ice hockey season beginning, bowling season finishing up, as well as the start of varsity basketball seasons for both



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boys and girls teams. Mr. Wooddell and Mr. Cole discussed how they can partner to stream the game live in the Uptown Parks on December 4th during Holiday Fest.

Mr. Bennett shared information about Miami University including the Men's basketball team starting the season 3-0 and the potential of the Miami Football team to play in the MAC Championship game on December 4th if they win their final game against Kent State. Mr. Bennett additionally provided some updates about the vaccination status of Miami students, staff and faculty, as well as a noticeable decline in general student readiness for incoming freshman students.

In Old Business, Mr. Wooddell informed the Recreation Board about the plans of the TRI Board progressing forward regarding a new indoor recreation facility.

In New Business, Mr. Wooddell stated he will be requesting City Council approval to advertise a Request for Proposals (RFP) to contract out the operations of the Aquatic Center in 2022. He clarified this is simply asking for Council permission to advertise, not to proceed with any specific proposal. Many cities/villages in the region and across the state are using these services with very successful results, and OPRD would like to receive and review officials proposals for professional companies.

Mayor Mike Smith was thanked for this time both on City Council and the Oxford Recreation Board, noting this was his final meeting due to term limit constraints.

Meeting adjourned at 12:29 pm.

Next meeting scheduled for December 9, 2021 at 11:30am in the City Building.



The City of Oxford
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STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	December 2, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	November 22, 2021 Board of Zoning Appeals Meeting Summary
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> — <i>DRE 12/3/21</i>

Chair Michael Schnipper ran the meeting, Planner Zachary Moore providing staff reporting. This meeting was being held on a Monday, the day prior to the regular meeting night, because of a conflict with a City Council meeting.

BZA-2021-08, VARIANCE, 77 S Main Street, size of wall sign, Timothy Hoskins, Applicant/Agent
The applicant from Triangle Sign Company requested a 4.5 square foot metal wall plaque sign, while the code only permitted 2 square feet. The location is the former MIA restaurant at The Elms hotel. The new restaurant is Pickle and Pig. The new sign is replacing the previous one which had no record of approval. The Board heard testimony from staff and the applicant and discussed the case using the seven decision standards. The Board voted 5-0-0 to approve the request as submitted with a stipulation that there be no additional wall signage for the restaurant.

BZA-2021-09 & 10, VARIANCE, 5111-5115 Morning Sun Road, principal entrance upon a street & maximum lot coverage, Scott Webb, Applicant/Agent
The applicant requested allowance for a rear residential entrance from the parking lot and a lot coverage increase from 50% to 56%. These variances had previously been approved in January 2021. The site is currently a vacant lot at the corner of Sycamore Street, planned to be developed into two mixed-use three-story buildings. The variances had expired due to the lack of building permits being issued. The Board heard testimony from staff and the applicant and discussed the cases using the seven decision standards. The Board voted 5-0-0 to approve the requests as submitted.

BZA-2021-11, VARIANCE, 207/209 W Collins Street, front yard coverage, maximum front yard parking spaces & maximum driveway width/angle, Scott Webb, Applicant/Agent
The applicant requested three variances as part of a new building proposed for construction behind 207-209 W. Collins St. The Board heard testimony from staff and the applicant and discussed the case using the seven decision standards. The Board voted 5-0-0 to deny the requests.

BZA-2021-12, VARIANCE, 314 University Avenue, minimum lot width for three family & minimum parking setback, Scott Webb, Applicant/Agent (case withdrawn prior to the hearing)



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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	November 19, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	A Resolution authorizing the City Manager to close Lot 52 each Saturday in 2022 from 5:30 a.m. until 1:00 p.m. and the Southern half of Lot 52 each Tuesday from 3:00 p.m. until 8:00 p.m. To permit the operation of the farmers market within Lot 52 during said times.
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	N/A
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

The attached request is for the use of Lot 52 for the operation of the 2022 Farmer's Market, which will occur each Saturday and Tuesday throughout the season.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE LOT 52 EACH SATURDAY IN 2022 FROM 5:30 A.M. UNTIL 1:00 P.M. AND THE SOUTHERN HALF OF LOT 52 EACH TUESDAY FROM 3:00 P.M. UNTIL 8:00 P.M. TO PERMIT THE OPERATION OF THE FARMERS MARKET WITHIN LOT 52 DURING SAID TIMES.

WHEREAS, the Oxford Farmers Market has operated in Uptown Oxford since 2004; and

WHEREAS, Council has determined that it is beneficial for the City to permit the Farmers Market to continue operating in Lot 52 on Saturdays in 2022 and that the closure of Lot 52 between the hours of 5:30 a.m. and 1:00 p.m. and the southern half of Lot 52 on Tuesdays between the hours of 3:00 p.m. and 8:00 p.m. is required to permit this operation; and

WHEREAS, the City Manager recommends Council authorize the City Manager to close Lot 52 on Saturdays in 2022 from 5:30 a.m. until 1:00 p.m. and the southern half of Lot 52 on Tuesdays from 3:00 p.m. until 8:00 p.m. to permit the operation of the Farmers Market within Lot 52 during said time.

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

SECTION 1: Council accepts the recommendation of the City Manager and hereby authorizes the City Manager to close Lot 52 on Saturdays in 2022 from 5:30 a.m. until 1:00 p.m. and the southern half of Lot 52 on Tuesdays from 3:00 p.m. until 8:00 p.m. to permit the operation of the Farmer's Market within Lot 52 during said time.

SECTION 2: In all other respects the City of Oxford traffic code shall remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

PREPARED BY: LAW (STAFF)

Saturdays

5:30 AM - 1 PM

Lot 52 and East Park Pl

Tuesdays

3 PM - 8 PM

South half of Lot 52



City of

Oxford OHIO

HOME OF MIAMI UNIVERSITY

ROW 00209

Rev. 1/19

REQUEST FOR PUBLIC PARK PERMIT

REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

Date(s) of Event: 01 / 01 / 2022 through 12 / 31 / 2022 From: PM To: PM

Today's Date: 11 / 09 / 2022 ☐ Emergency Utility Repair (check box, if applicable)

--- Applicant shall allow a minimum of 3 business days for processing ---

Responsible Adult:
(18 years of age or older)*

Address: Larry Slocum
803 Mormon Road
Hamilton, OH 45013

Telephone:
Cellular: 513-505-5238

Fax:
Email: info@oxfordfarmersmarket.com

Organization: Oxford Farmers Market Uptown Assn

Advisor: Larry Slocum, market Manager

Address: 803 Mormon Road
Oxford, OH 45056

Telephone:

Cellular:

Fax:

Email:

Non-Profit: ☐ Yes ☐ No

* Person in charge - Primary contact

PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) – Contact 523-6314 to confirm date(s)
- ☐ Memorial Park (E. Park Place & N. Main Street – has pavilion)
- ☐ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)
- ☐ Other: Municipal Parking Lot (Lot 52) and East Park Place

TITLE OF EVENT (be specific and include projected attendance)

Oxford Farmers Market 2022 00209

Projected Attendance: Has this event been held previously? ☐ Yes ☐ No If "YES", when?

Will food, goods, services or merchandise be sold at the event? ☐ Yes ☐ No

If "YES", please see Section 729.05, Sales on Certain Municipal Property Prohibited (attached to last page of application.)

Note: If you or your organization are handing out information on the public sidewalk, no permit is required.

DESCRIPTION OF EVENT

Place a description of the event, along with additional requests, on the appropriate attachment. If request is **only** for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Larry Slocum (on file)

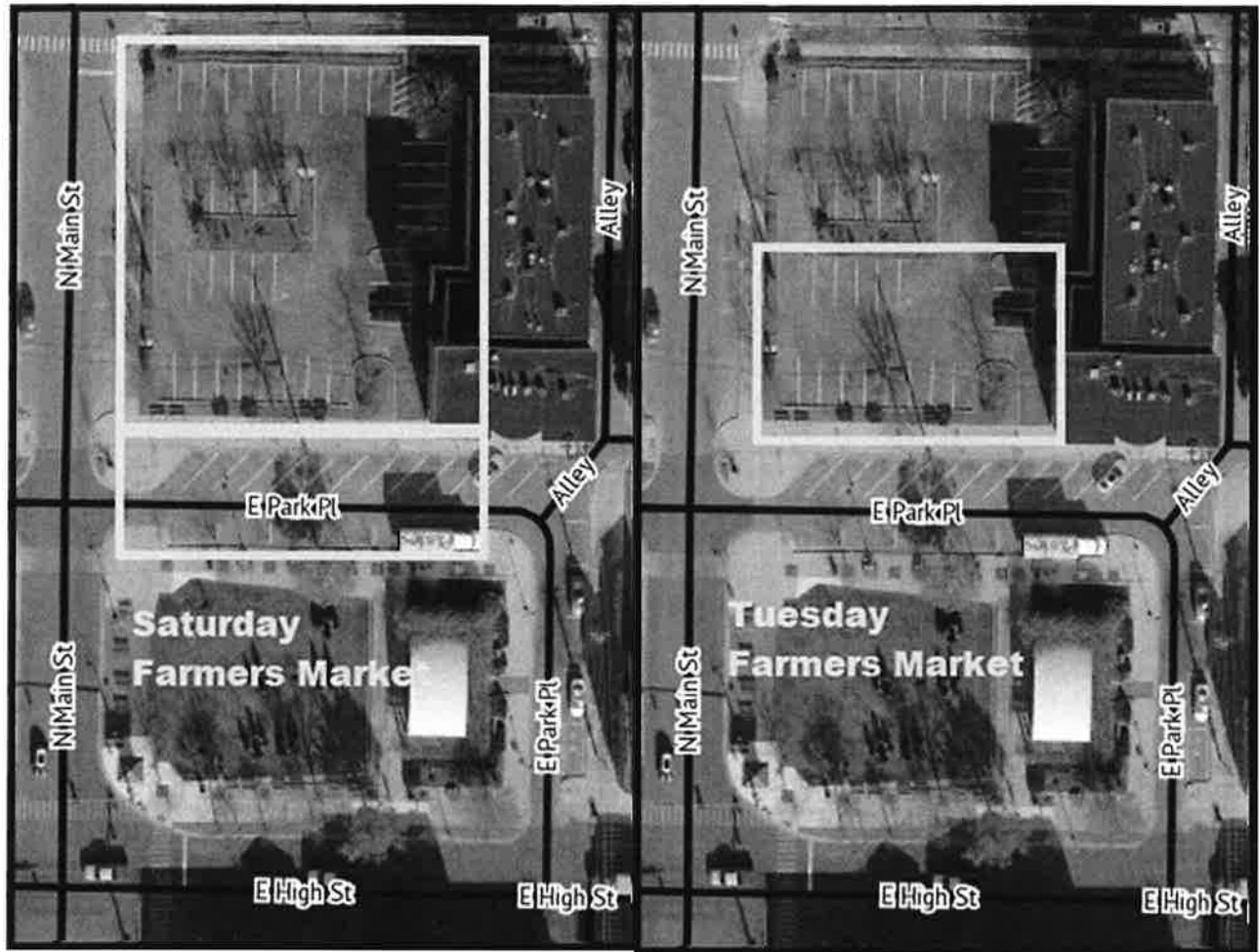
Date: 11 / 09 / 2021



Public Health
Protect. Promote. Prevent.
Butler County
General Health District
Ohio

Butler County Health
Department notified

Understand that acceptance of them is a condition
that the request will be reviewed
approval is granted. If additional



Saturday closure is 5:30 AM - 1:00 PM. Event 9 AM - Noon.

Tuesday closure is 3:00 PM - 8:00 PM. Event 4:00 PM - 7:00 PM.

Farmers Market will post and remove NO PARKING signs as well close East Park Place.

Sidewalks will be utilized but passible.

Additional Requests:
(Include details in narrative)

- ☐ No Parking Signs*
- ☐ Detour(s)
- ☐ Police Assistance

Time Details

	Start	End
Setup		
Event		
Breakdown		

**Generally the responsibility of the applicant.*



Stipulations and Fees

Note: FULL PAYMENT REQUIRED BEFORE THE EVENT

Compliance will be required to any and all State of Ohio, City of Oxford and Health Dept Covid-19 guidelines in effect during this event.

Hand sanitizer must be available.

Area shall be cleaned at the end of each day

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

3. No signs are permitted.
4. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
5. No structure shall be defaced and no structure shall be erected within four (4) feet of the base of a tree or shrub.
6. NO nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park.
7. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with live animals or inflated play structures with a minimum of \$1M coverage. Insurance for other events may be required and reviewed on a case by case basis.

FEE INFORMATION

No Parking Signs \$1.00/ea.
Metered Parking \$10.00/ea
Trash Boxes \$5.00/ea.

Personnel

Police Officer(s) Contact OPD
Street Dept. Personnel \$25.00/hr
Electrician \$100.00
Park & Rec Personnel Contact OPRD

Road Closures

Main Street \$135.00**
US 27 Detour \$135.00**

**Includes labor

Sports Fields/Gazebo

Contact OPRD – 523-6314

APPLICANT'S ASSURANCE

I have reviewed the estimated cost for the event and agree to compensate the City for services rendered as specified above. If the event runs past the stated end time, I understand that additional charges will accrue and agree to compensate the City accordingly.

Applicant's Signature

Date: ____ / ____ / ____

CITY USE ONLY

	Service	Hours	Rate	Estimate	Final
1			\$	\$	\$
2			\$	\$	\$
3			\$	\$	\$
4			\$	\$	\$
5			\$	\$	\$
	Total		\$	\$	\$

	Applicant's Initials	Review Date
Police Department		
1		
2		
3		
4		
Fire Department		
1		
2		
3		
4		
Service Department		
1		
2		
3		
4		
Recreation Department (if applicable)		
1		
2		
3		
4		
City Manager		
1		
2		
3		
4		

Pre-Meeting (if applicable): Reviewed with _____ on _____

Reviewer(s): _____

APPROVAL SECTION (with conditions)

Police Chief:	☐ Approved	☐ Not Approved	____/____
Fire Chief:	☐ Approved	☐ Not Approved	____/____
Service Director:	☐ Approved	☐ Not Approved	____/____
Recreation Director:	☐ Approved	☐ Not Approved	____/____
City Manager:	☐ Approved	☐ Not Approved	


 City Manager's Signature
Jessica Greene, Asst. City Manager

Date: **Nov. 10, 2021**

Reason(s) event not approved:

--

729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.

No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council.

(Ord. 3211. Passed 3-19-13.)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Law
PREPARED BY:	Ben Mazer/Chris Conard
DATE PREPARED:	November 22, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	Opioid Litigation Settlement
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

Please find attached the Emergency Resolution to approve the Janssen (J&J) Opioid Litigation Settlement and authorize the City Manager to sign the Participation Agreement by the Dec. 8 deadline.

RESOLUTION NO.

AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT.

WHEREAS, the City of Oxford, Ohio is a municipality formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties agreements, have drafted and the City of Oxford, Ohio has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, City Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation of earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal is being presented to the State of Ohio and Local Governments by Janssen/Johnson & Johnson to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement; and

WHEREAS, Council wishes to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement.

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

SECTION 1: Oxford City Council hereby accepts the Proposed Settlement on behalf of the City of Oxford, pursuant to the terms of the OneOhio MOU.

SECTION 2: Oxford City Council hereby directs the City Manager to enter into the Settlement Participation Agreement as set forth in Exhibit "A" attached hereto on behalf of the City on or before any Settlement deadline.

SECTION 3: It is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that 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 §121.22 of the Revised Code of the State of Ohio.

SECTION 4: This Resolution shall be in full force and effect immediately upon adoption.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

PREPARED BY: LAW (STAFF)

Settlement Participation Form

Governmental Entity: Oxford city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Ohio. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Ohio that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Ohio, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.



8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

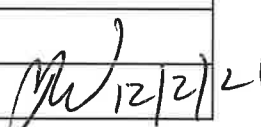
Signature: _____
Name: _____
Title: _____
Date: _____





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	12/1/2021
COUNCIL MEETING DATE:	12/7/2021
AGENDA TITLE:	A Resolution accepting the recommendation of the City Manager and Finance Director to establish a purchasing policy as recommended by the Finance Director.
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 12/3/21  12/2/21

DISCUSSION:

Ohio Revised Code Sections 5705.41 (b) and (d) require that no expenditure be made unless it is appropriated. The details that follow outline the City of Oxford's Purchasing Policy.

Under current purchasing guidelines, departments and divisions are required to quote anything to be purchased, leased, leased with an option to purchase, or constructed, including, but not limited to, any product, structure, construction, reconstruction, improvement, maintenance, repair, or service that costs more than one thousand dollars (\$1,000). However, competitive bidding is not required when purchasing certain types of professional services, purchases made by state and/or qualified joint cooperative contracts or the item being purchased can only be obtained from one vendor (sole source).



The City of Oxford
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The major change to the policy is increasing the threshold for competitive purchases over \$50,000 from the current threshold of \$20,000. The last time the limit was raised was back in 1997. This policy will increase the threshold amount for contracting purposes without competitive bidding to match the threshold amount prescribed by the Ohio Revised Code.

Conflict of Interest was incorporated directly into the policy which is consistent with best policy practices in my opinion. Competitive Negotiated Bid Procedure was also incorporated into the policy. The competitive negotiation bid process allows for negotiation with bidders following the receipt and opening of bids and may be used for both professional and nonprofessional services. Contracts awards are based upon the lowest and best bid criteria. Also the language concerning Cooperation Purchasing Programs was broadened to include other Cooperation Purchasing Programs not just the State of Ohio's program. Types of Purchase orders the City can issue were expanded to include Super Blanket and Cooperative Purchasing Purchase Orders.

Finally, the section of the policy dealing with Prevailing Wage Laws (ORC Chapter 4115) was shortened to simply state the City will follow the Prevailing Wage Laws of the State of Ohio. This was done due to the fact they are updated frequently so in the future we won't have to bring the policy back to Council to update it.

This policy describes the procedures, guidelines and desired purchasing practices by which City departments and divisions are expected to abide. It provides current, accurate guidance to those personnel who are responsible for or who participate in the purchasing functions on a regular basis providing a uniform and consistent approach to the purchasing function.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND FINANCE DIRECTOR TO ESTABLISH A PURCHASING POLICY AS RECOMMENDED BY THE FINANCE DIRECTOR.

WHEREAS, the City Manager and Finance Director recommend Council adopt a purchasing policy attached hereto and incorporated herein by reference as prepared and proposed by the Finance Director establishing and maintaining a policy and procedure governing the expenditure of public funds.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and Finance Director and adopts the Purchasing Policy attached hereto and incorporated herein entitled City of Oxford Purchasing Policy as prepared by the Finance Director. The Purchasing Policy shall be implemented January 1, 2022.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

City of Oxford Purchasing Policy

Scope

Ohio Revised Code Sections 5705.41 (b) and (d) require that no expenditure be made unless it is appropriated. The details that follow outline the City of Oxford's Purchasing Policy.

Under current purchasing guidelines, departments and divisions are required to quote anything to be purchased, leased, leased with an option to purchase, or constructed, including, but not limited to, any product, structure, construction, reconstruction, improvement, maintenance, repair, or service that costs more than one thousand dollars (\$1,000). However, competitive bidding is not required when purchasing certain types of professional services, purchases made by state and/or qualified joint cooperative contracts or the item being purchased can only be obtained from one vendor (sole source).

This policy describes the procedures, guidelines and desired purchasing practices by which City departments and divisions are expected to abide. It provides current, accurate guidance to those personnel who are responsible for or who participate in the purchasing functions on a regular basis providing a uniform and consistent approach to the purchasing function.

Purpose

Purchasing is a support service function that directly affects all City departments and divisions operating budgets, equipment inventories, and costs. Purchasing is an important component in accomplishing various City goals and objectives in a cost-effective manner.

The purpose of this policy is fivefold:

1. clarify procedures to be followed for issuance of Emergency and Non-Emergency Purchase Orders;
2. clarify procedures to be followed for an encumbrance purchase order or blanket purchase order;
3. clarify policies to be followed when a purchase is made through a formal competitive process or on a non-formal basis;
4. clarify procedures for all purchases; and
5. provide guidance and direction on the use and effect of prevailing wage requirements and findings for recovery.

Goal

It is the policy of the City of Oxford that all purchasing be conducted strictly based on economic and business merit to ultimately promote the interest of the citizens of Oxford. The City of Oxford encourages free and unrestricted competition on all bid contracts and quotes, encouraging participation from local vendors. Purchases will be handled so as to obtain the prime value for the City, with bids and quotations solicited whenever practical.

Statements of Policy

1. Conflicts of Interest

All City officials, officers, Council members, employees, or agents of the City shall comply with all applicable ethics laws.

1. No City official, officer, Council member, employee, or agent of the City shall participate in any purchase or the selection, award, or administration of a contract by the City and/or supported by City or public funds where there is or may be a conflict of interest, real or apparent, involved. A conflict of interest arises when the official, officer, Council member, employee, or agent of the City or his or her spouse, significant other, any member of his or her immediate family, his or her business associate or partner, or any entity or organization in which any such party has a financial, business, or other interest or which employs or is about to employ any such parties has any business, financial, or other interest in any vendor from whom a purchase is being considered, is to be made, has entered a bid, and/or is selected for an award and/or contract.
2. No City official, officer, Council member, employee, or agent of the City shall solicit or accept any bribe, gratuity, favor or anything of monetary value from any person or entity with whom the City is considering making a purchase, or any vendor, bidder, contractor, and/or party to a purchase contract. As used in this section, "bribe, gratuity, favor, or anything of monetary value" does not include gifts that are de minimis, not substantial in nature, or are unsolicited items of nominal value.
3. In addition to any penalties required or provided by law, any City official, officer, Council member, employee, or agent of the City who violates a provision of this section shall be subject to disciplinary action up to and including termination from employment.

2. Definitions

A **purchase requisition** is the source document for all purchasing activity \$1,000 and over. This form communicates a department's needs to the Finance Department and authorizes the Finance Department to enter into a contractual relationship for delivery of the goods and/or services. A requisition is for communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

A **purchase order** is a formal, binding, legal agreement between the City and a vendor for goods and/or services. **Purchases of \$1,000 or more will require a purchase order.** A purchase order is requested using a purchase requisition that details the merchandise or services required. A purchase order provides a detailed description of the goods/services being requested as well as the quantity, price and terms and conditions. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay them at the agreed price.

3. Purchases Not Requiring Purchase Orders

Purchases under \$1,000

All purchases under \$1,000 do not require purchase orders.

Petty Cash Procedures

Petty cash funds are used to avoid the time and expense of issuing purchase orders for small purchases or reimbursements. All Petty Cash is to be distributed from the Finance Department and requires the approval of the Finance Director or their designee. Payments of Petty Cash are for amounts of \$50.00 or less. Payments more than \$50.00 may be approved by the Finance Director or their designee only when other forms of payment are not possible.

The Parks and Recreation Department manages its own petty cash funds, but submits requests to replenish its funds to the Finance Department. The Finance Department will biannually audit the Parks and Recreation Department's petty cash fund.

4. Types of Purchase Orders & Procedures

Purchases Under \$50,000

For Material & Supply items estimated to cost under \$1,000, price quotations are not required, although they could be beneficial. All purchases of \$1,000 or more will require

a Purchase Requisition Form initiated by the head of the Department or division (or their designee) whose appropriations will be charged, and a purchase order approved by the Finance Director. For items estimated to cost between \$1,000 and \$49,999.99, the requisitioning department or division will secure at least three quotations from vendors and reference them on the Purchase Requisition Form for both audit and historical price information purposes.

If a department or division has a compelling reason for not soliciting multiple quotes for purchases between \$1,000 and \$49,999.99, they can attach a Contract Award Form to the requisition, detailing the reasons for awarding the purchase on a non-competitive basis. The contract award form should include:

- Basis of award, to include:
- Was it a budgeted item
- Was it included in department/division goals.
- Original signature of department/division head.
- Description of services or scope of work.
- Copies of any bids obtained.
- Contract value or cost of services.
- Name/address company being recommended.
- Contract terms.
- Purchase Requisition.

The Contract Award Form must be signed prior to issuance of Purchase Order and notification of award of a contract. If a vendor has their own contract form that they want signed, that form will be secondary to the City's Contract Award Form. Any supplemental form from a vendor should be attached to the City's form. Any contracts awarded under this basis shall have the following contract limitation clause, or something similar, typed on the Purchase Order:

CONTRACT/PURCHASE ORDER WILL NOT EXCEED \$ _____. ANY INCREASE TO THIS PURCHASE ORDER MUST BE DONE, IN WRITING, BY THE CITY OF OXFORD ON A CITY CHANGE ORDER FORM.

Any changes to the contract must be approved, IN ADVANCE, by the Finance Director and City Manager on the City's Change Order Form. **PLEASE NOTE:** Any projects that exceed \$50,000 will still require approval by City Council. No contract will be issued to any vendor unless and until the Finance Director certifies that a sufficient unencumbered appropriation balance is available to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. Inclusion in an approved budget does not automatically entitle a City department to the equipment, supplies or materials requisitioned.

Competitive Sealed Bid Procedure (Over \$50,000)

Purchases of more than \$50,000 must be expressly approved in advance by legislative resolution of the City of Oxford City Council. Any required legal advertising and formal sealed bids procedures must be followed. The following sets forth the procedure to be followed by the requisitioning departments or divisions when competitive sealed bids are being solicited:

Preparation of the Bid:

1. Identifies goods, services, equipment items or a construction project.
2. Prepares the specifications and/or statement of work.
3. Coordinates advertisement and issuance of the solicitation.

Awarding the Contract:

1. Opens and orally reads bids at the date and time specified in the bid.
2. Tabulates bids and submits copies to the department or division.
3. Prepares and submits requisition once the low bidder is identified.
4. Evaluates the bids for responsiveness.
5. Prepares recommendation for award.
6. Prepares contract document, as appropriate, and submits to the Clerk of Council, Finance Director, Law Director and City Manager, for approval.

Competitive Negotiated Bid Procedure (Over \$50,000)

Purchases of more than \$50,000 must be expressly approved in advance by legislative resolution of the City of Oxford City Council. For projects that require competitive negotiated bids, any required legal advertising and formal negotiated bids procedures must be followed. The competitive negotiation bid process allows for negotiation with bidders following the receipt and opening of bids and may be used for both professional and nonprofessional services. Contracts awards are based upon the lowest and best bid criteria.

The following sets forth the procedure to be followed by the requisitioning departments or divisions when competitive negotiated bids are being solicited:

Preparation of the Bid:

1. Identifies goods, services, equipment items or a construction project.
2. Prepares the specifications and/or statement of work (including The Request for Proposal [RFP] or Request for Qualifications [RFQ])
3. Coordinates advertisement and issuance of the solicitation.

1. **Awarding the Contract:**

1. Opens and reads bids at the date and time specified in the bid.
2. Tabulates bids and submits copies to the department or division.
3. Prepares and submits requisition once the low bidder is identified.
4. Evaluates the bids for responsiveness.
5. Either:
 - i. Chooses two vendors that are likely to be selected and engage in negotiation for the purpose of clarification and to assure full understanding of the requirements and to help define the scope of work. Does not disclose any information about competing proposals.
 - ii. Ranks the proposals and begin discussions with the first ranked vendor, proceeding to subsequent vendors if an agreement cannot be reached.
6. Prepares recommendation for award.
7. Prepares contract document, as appropriate, and submits to the Clerk of Council, Finance Director, Law Director and City Manager, for approval.

Lowest and Best Requirements

It is the policy of the City of Oxford to award a contract to the lowest and best bidder. A bidder is considered lowest and best if the bidder's proposal responds to the bid specifications in all material respects and contains no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise give the bidder a competitive advantage

The factors that the City will consider in determining whether a bidder of a contract is lowest and best include, but is not limited to:

- the experience of the bidder,
- the bidder's financial condition,
- conduct and performance of previous contracts,
- job history or references,
- facilities,
- management skills, and
- ability to execute the contract properly
- key personnel assigned to the project, their resumes, and their availability for the project
- whether the bidder is licensed to do business in Ohio

For non-contractual purchases it is the policy of the City of Oxford to accept the lowest and best quotation for the material or service to be provided by a specific vendor. Each purchase made should comply with the "Non-Competitive Purchase Procedures" section of this policy, the "Purchases made by State Contract" section or the "Procedures for Competitive Purchases Under \$50,000" section of this policy.

Professional Service Contract Procedures

Presentation of multiple proposals in the award of professional services contracts is encouraged. Professional services require the selection of the firm which is the most highly qualified provider of those services based on demonstrated competence and qualifications.

The Competitive Negotiated Bid process is required under the following conditions:

- a. For architectural or engineering services on construction projects with a professional services fee greater than or equal to \$50,000.
- b. For planning and analysis projects where the professional services fee is estimated to be greater than or equal to \$50,000.
- c. Professional services covering multiple projects.
- d. To hire a project or construction manager.

The Competitive Negotiated Bid process can be waived in cases where a proposed project is the extension or expansion of a previous project, and it is in the best interest of the City to use the same consultant because of the familiarity with the project.

Contracts Through Cooperative Purchasing Programs (ORC § 125.04)

A political subdivision may purchase supplies and service under state contract made through the Department of Administrative Services. The Department may charge the City a reasonable fee to cover the administrative costs. The City will submit an ordinance or resolution approved by City Council and maintain on file with the Department of Administrative Services to participate in a particular contract. The resolution or ordinance will request that the City be authorized to participate in such contract and will agree to be bound by the terms and conditions set by the state department. The payment of the contract will be made directly to the vendor under each purchase contract.

Purchases made by the City under this ORC provision are exempt from the competitive bidding procedures otherwise required by law. The City will not make any purchase subject to State Contract (ORC § 125.04) when bids have been received for the purchase, unless the purchase can be made upon the same terms, conditions and specifications at a lower price.

The City may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the city is eligible for

membership. (ORC 9.48B2) This acquisition is exempt from any competitive selection requirements otherwise required by law, if the contract in which it is participating was awarded pursuant to a publicly solicited request for a proposal or a competitive selection procedure of another political subdivision within this state or in another state (ORC 9.48C)

The City may also participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the general services administration. (ORC 9.48B3) This acquisition is exempt from any competitive selection requirements otherwise required by law. The City shall not acquire equipment, materials, supplies, or services by participating in a contract under this section if it has received bids for such acquisition, unless its participation enables it to make the acquisition upon the same terms, conditions, and specifications at a lower price. (ORC 9.48C)

The City will not use the State Contract, Federal Contract, or joint purchasing program contract unless it provides effective and efficient use of public funds.

Types of Purchases Orders

Emergency Purchase Orders

Emergency situations, such as the need to quickly repair infrastructure or replace non-functioning equipment or parts that are essential for day-to-day City operations, may require a department or division to proceed with procurement on an immediate basis and bypass the approved purchasing process.

In emergency situations where the estimated cost is less than \$20,000, the department should obtain a purchase order number from the Finance Department prior to contacting the vendor, if possible, or at the beginning of the next working day if the emergency occurs during non-business hours. A requisition marked "Emergency Purchase Order" will then be sent to the Finance Department by the following business day, which shall include the reasons and justification for the emergency.

For those emergency situations where the estimated cost is greater than \$20,000, the approval of the Finance Director is required prior to contacting the Finance Department for an emergency Purchase Order. The use of Emergency Purchase Order must be restricted to only true emergency situations! Emergency Purchases Orders shall not be authorized for services, supplies, materials, or equipment that could have been anticipated in advance.

Blanket Purchase Orders

Blanket Purchase Orders are to be used for those vendors from whom repetitive purchases are made as supplies are required. Rather than issue a purchase order for each purchase, one purchase order is issued on an annual basis to cover all purchases during the year. Only one blanket purchase order is allowed per line item.

Super Blanket Purchase Orders

Super Blanket Purchase Orders are used when multiple blanket purchases or vendors are used under one expense account. Multiple super blanket purchase orders can be issued per line item.

Encumbrance Purchases Orders

Encumbrance Purchases Orders are used to designate funds for future purchases when a vendor for a project is yet to be determined. The funds are then encumbered by the city so as to prevent their usage on other projects other than the one designated.

Cooperative Purchasing Purchase Order

Cooperative Purchasing Purchase Orders are used for purchases made through joint purchasing programs or state contract or federal contract.

Changes to Open Purchase Orders

A Purchase Order Adjustment may be requested from the Finance Department to modify an open purchase order. Adjustments may include account numbers, increases encumbered amount, change the distribution between various accounts or any other financial related changes.

Modifications to purchase orders must be completed prior to processing payments using the revised purchase order. The City Charter clearly states that the Finance Director is responsible for ensuring that no contract, agreement, or other obligation involving the expenditure of money will be entered into unless he/she has first certified that the funds are available.

Prevailing Wage Law (ORC Chapter 4115)

The City shall follow the provisions of the Ohio Prevailing Wage Law.

Legal Requirements

Before advertising for bids, contracting, or undertaking construction with its own forces to construct a public improvement, the City of Oxford will have the Ohio Department of Commerce determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks when work is done by contract. (ORC § 4115.034)

Findings for Recovery Policy (ORC Chapter 9.24)

Legal Requirements

The ORC § 9.24 was adopted by the State Legislature in September 1993 to limit the ability of any State Agency or political subdivision in the State of Ohio from entering into a contract for goods, services or construction which would be paid for in whole or part with State funds, with a vendor or contractor where a finding for recovery exists (see attached code). A finding for recovery must have been issued by the Auditor Of State ("AOS") for this section to be effective.

A finding for recovery will be considered effective and unresolved unless:

1. The money identified is paid in full to the state agency or political subdivision to whom the money was owed;
2. The debtor has entered into a repayment plan approved by the Attorney General;
3. The Attorney General has waived a repayment plan;
4. The debtor and state agency or political subdivision have agreed to a repayment plan that is an enforceable settlement agreement;
5. Other provisions as listed in ORC § 9.24(B).

Procedural Guidelines

1. The Department Head of the division entering into the contract for the City of Oxford shall verify for all contracts within the department/division under his/her authority that are funded in part or whole with funds from the State of Ohio that a Finding For Recovery does not exist prior to the award of the contract.
2. If there is any question on the existence of a funding source from the State of Ohio, it is the responsibility of the Contract Administrator to conduct adequate inquiries of the Department Head(s) responsible for the project and the Finance Director if the Department Head does not have adequate information.
3. All vendors involved in such contracts shall be verified against a database maintained by the AOS. Under the provisions of § 9.24(D), the AOS shall maintain a database that is accessible to the public. The database can be accessed on the AOS website at <https://ohioauditor.gov/findings.html>. From this site a user can search the database for Unresolved Findings for Recovery on any vendor or contractor.
4. A user can download a list of the vendors or contractors for which an unresolved Finding For Recovery exists. This list is updated by the AOS on the 15th day of each January, April, July, and October.
5. If a Finding For Recovery exists on a vendor or contractor to which an award may be made, the Contractor or Vendor shall be notified of the existence of the Finding For Recovery and that the contract award cannot be made until the Finding For Recovery is resolved to the satisfaction of the AOS.
6. It is the sole responsibility of any contractor or vendor to resolve the Finding For Recovery prior to the final award of any contract.
7. The City of Oxford is not obligated to allow a contractor or vendor additional time to resolve a Finding For Recovery.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45215

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks and Recreation
PREPARED BY:	Casey D. Wooddell
DATE PREPARED:	November 29, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	Resolution to support the publication of a Request for Proposals for the operations of the Oxford Aquatic Center for the 2022 season.
BUDGETED AMOUNT:	n/a
ACCOUNT CODE:	n/a
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 11/29/2021 <i>DRE 12/3/21</i>

DISCUSSION:

Oxford Parks and Recreation Department (OPRD) wants to advertise a Request for Proposals (RFP) to receive official proposals from qualified companies for the operations of the Oxford Aquatic Center for the 2022 season, and possibly beyond. Contracting out aquatic operations is a growing trend in the industry, with very successful results for many other Cities and Villages in the state of Ohio. The list of other Cities/Villages in the state of Ohio currently contracting out their aquatic operations includes, but is not limited to; Mason, Evendale, Sharonville, Woodlawn, Montgomery, Greenhills, Fairfield, Vandalia, Tipp City, Sidney, Grandview Heights, Bexley and Grove City.

The Parks and Recreation Director has personally conversed with several directors of the facilities at many of these cities/villages, all with positive remarks about the relationship, quality of service, and their intentions to continue the contracting of these services to a professional company. The City of Fairfield contracted their operations for the first time in 2021, and recently chose to continue their Agreement for 2022 and beyond.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45215

The potential benefits of contracting the aquatic services includes, but is not limited to; cost savings, reduction in human resources time, enhanced training services, greater number of available lifeguards, dedicated maintenance and repair personnel, reduced City of Oxford staff time, network of professionals available as needed, professional recommendations on capital improvement needs and forecasts, and reduced liability.

Contracting these services has the ability to allow OPRD staff to redirect time towards achieving other important tasks during the summer months, including enhanced recreation opportunities for underprivileged communities and economic impact events to support local businesses. This also allows OPRD staff more time to focus on the existing summer camp operations and evaluate the potential of new events or programs for the summer months.

Oxford Parks and Recreation is requesting City Council support of publishing a Request for Proposals in order to receive official proposals from professional companies. Should the Oxford Parks and Recreation Department, in agreement with City Management, wish to proceed with one of the responding companies for these services, City Council would be asked at a later date to specifically support such an Agreement.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PUBLICATION OF A REQUEST FOR PROPOSALS, FOR THE OPERATIONS OF THE OXFORD AQUATIC CENTER FOR THE 2022 SEASON.

WHEREAS, contracting aquatic operations is a growing trend in the industry, with very successful results for many other Cities and Villages in the State of Ohio; and

WHEREAS, the list of Cities and Villages in the State of Ohio currently contracting their aquatic operations includes, but is not limited to; Mason, Evendale, Sharonville, Woodlawn, Montgomery, Greenhills, Fairfield, Vandalia, Tipp City, Sidney, Grandview Heights, Bexley, and Grove City; and

WHEREAS, potential benefits of contracting the aquatic services include, but is not limited to; cost savings, reduction in human resources time, enhanced training services, greater number of available lifeguards, dedicated maintenance and repair personnel, reduced City of Oxford staff time, a network of professionals available as needed, professional recommendations on capital improvements needs and forecasts, and reduced liability; and

WHEREAS, contracting these services allows Oxford Parks and Recreation staff to redirect time towards enhanced recreation opportunities for underprivileged communities and economic impact events to support local businesses; and

WHEREAS, the City Manager and the Parks and Recreation Director recommend City Council support the publication of a Request for Proposals for the operations of the Oxford Aquatic Center for the 2022 season.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Parks and Recreation Director and further authorizes the publication of a Request for Proposals, for the operations of the Oxford Aquatic Center for the 2022 season.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	November 29, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	Resolution to Authorize City Manager to Contract with MKSK for Comprehensive Plan
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> DRE 12/3/21

Background:

The 2021 Approved budget included \$50,000 for Comprehensive Plan and Strategic Plan activities. This project is led by the Community Development Department and City Manager's office. The planned approach was an alternative to the traditional process of a contracted Comp Plan update, as was done in 2008. City staff began the initial steps of compiling data and created a framework. In summer 2021, unexpected staff departures caused re-allocation of staff time. This created the need for outside assistance in order to keep the project on track with nominated Steering Committee members.

Staff reached out to certified planning professionals across the state of Ohio through the Ohio Chapter American Planning Association email list service. Staff identified a consultant (MKSK) that could supplement staff needs on a contracted basis without lead time preparation. Staff's plan is to continue to guide the project, but lean primarily on MKSK for the technical work, compiling of data, facilitating of meetings and creation of recommendations for the final plan update to be completed by end of 2022. MKSK has been involved in two Steering Committee meetings and developed rapport with committee membership and staff. MKSK is a full service Planning Firm with 8 offices in 6 states.

In order to proceed in completing the Comprehensive Plan update as originally intended, staff is recommending a full contract with MKSK in the amount of \$100,000. \$15,000 of work has already been completed by MKSK. The 2008 Comp Plan update cost the City \$100,000. Based on inflation, the \$115,000 total cost is reasonable and would maintain the momentum of the Steering Committee. At this time, virtual and in-person public input is planned for winter 2021-22.

Attached with this staff report is a slide showing the 9 draft/proposed plan elements and the contract.

Recommendation:

Approve Resolution to Authorize Contract with MKSK for \$100,000

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MKSK FOR A COMPREHENSIVE PLAN UPDATE AT A COST NOT TO EXCEED \$100,000.00.

WHEREAS, the 2021 approved budget included \$50,000 for Comprehensive Plan and Strategic Plan activities; and

WHEREAS, in summer 2021, unexpected staff departures caused re-allocation of staff time, creating a need for outside assistance; and

WHEREAS, the Community Development Director requested assistance from certified planning professionals and identified a consultant to provide outside assistance; and

WHEREAS, the City Manager and Community Development Director desire to keep the Comprehensive Plan activities on schedule.

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

SECTION 1: The City Manager and Community Development Director recommend MKSK be retained to perform the Comprehensive Plan Update at a cost not to exceed \$100,000.00.

SECTION 2: Council hereby accepts the recommendation of the City Manager and Community Development Director and authorizes the City Manager to enter into a contract with MKSK for a Comprehensive Plan Update at a cost not to exceed \$100,000.00. The contract shall be in a form acceptable to the Law Director.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW(STAFF)

November 15, 2021

MKSK

Sam Perry, AICP
Community Development Director
City of Oxford
15 South College Ave, Oxford, OH 45056

RE: Oxford Comprehensive Plan

Dear Mr. Perry,

MKSK is eager to assist the City of Oxford in developing the updated Oxford Comprehensive Plan and we appreciate this opportunity.

The following scope of services is a supporting document to the Professional Services Agreement for the Comprehensive Plan project. This scope of services outlines the tasks to be completed as part of our effort. We have also provided a summary of the fee breakdown for our MKSK consultant team.

We look forward to working with you and the Oxford community on this great project.

Respectfully Submitted,
MKSK, Inc.



Chris Hermann, AICP
Principal
chermann@mkskstudios.com



Sarah Lilly, AICP Candidate
Project Manager
slilly@mkskstudios.com

Scope of Services

Task 1: Project Integration

This initial task will jumpstart MKSK's involvement in the planning process. It will include a project integration workshop, a tour of the community, and finalizing the community engagement process schedule and stakeholders. This integration will allow the MKSK project team to become more familiar with the community and ensure both the client and consultant team are organized and in alignment with the project schedule moving forward.

1.1 Integration Workshop

The MKSK team will hold a project integration workshop to review the overall project scope and schedule, to review the work completed to-date, and to discuss project goals moving forward. The team will also discuss the successes and shortcomings of previous planning efforts that need special attention during this comprehensive plan update process.

1.2 Community Tour

After the Integration Workshop it would be best to receive a tour of the community with city staff to get a firsthand look at notable projects and places in the community, along with direct insights into what is happening in Oxford.

Task 1 Deliverables:

- Integration Workshop Summary
- Updated Project Schedule

Task 2: Existing Conditions & Opportunities Analysis

The MKSK team will conduct a review of the physical, contextual, and demographic materials that have been compiled by the city. This analysis will develop the understanding we need to produce any additional materials and create recommendations and strategies for the plan.

2.1 Existing Community Review & Refinement

Building on the existing conditions materials that have already been created, we may gather additional data focused on key topics as needed to augment the materials that establish a foundation for discussing city issues and opportunities moving forward in the identified Plan Element areas. The consultant team will share the results of the analysis with the Steering Committee and the community at the first Public Meeting.

2.2 Review of Past Plans

We will work with city staff and community stakeholders to gather, understand, and synthesize relevant planning documents and studies that are impacting the community, including the previous 2009 Land Use Plan

and 2020 Bike and Pedestrian Plan. The past plan review will also include relevant regional plans or Miami University plans that impact the community. An analysis of these plans will clarify what past strategies have successfully been implemented or if not why, what may still apply and be carried forward, and whether changing conditions, trends, and/or unintended consequences from past plans and policies need to be addressed.

2.3 Policy Matrix Evaluation

We will compile the City's past plan recommendations and current policies and initiatives into one policy matrix that the planning team and client team will evaluate for relevancy and priority. This evaluation will serve as a starting point for the development of recommendations for the comprehensive plan.

Task 2 Deliverables:

- Planning-level physical analysis of Oxford (augment existing)
- Planning-level demographic and economic analysis of Oxford (augment existing)
- Past plan summary review memo
- Policy matrix

Task 3: Community & Stakeholder Engagement

During the early stages of our involvement, the consultant team will create a Community Engagement Brief for the client and Steering Committee. This will outline the structural logistics of the project moving forward, the project schedule, and our engagement strategies throughout the plan process.

Our team is well suited to run stakeholder and public engagement events to achieve meaningful results that lead to a community driven plan with realistic strategies and recommendations. We are also able to utilize diverse engagement techniques that can adapt to any possible future restrictions to public gatherings. We are equipped and experienced with various technologies and strategies that include hosting online meetings and presentations through Zoom, Facebook Live, and others that can be implemented if necessary.

In the engagement descriptions below, we have described events and meetings to be held in person. These are based upon how we would operate with no restrictions on public gatherings. However, all these proposed meetings can be re-worked into digital or distanced meetings with little adjustment to timeframe or preparation on our part, if necessary.

3.1 Engagement Brief

We will create an engagement brief early in our involvement in the project to explicitly outline the community engagement process and methods as well as the roles and responsibilities of the client team and the planning team. This will serve as a reference guide for the community engagement throughout the duration of the planning process.

3.2 Steering Committee Meetings

The already formed Steering Committee will serve as a representative group of community stakeholders that will guide the plan throughout the process. We plan to meet with the Steering Committee four times during this process within this scope of work. The meetings will occur at the following intervals: after the initial community analysis, before the first public meeting, when we prepare our initial strategies and plan recommendations, and to review drafts of the final plan and implementation strategy. The city will be responsible for providing the venue and any required public notice. Additional meetings can be added per the additional services terms.

3.3 Public Input Meetings

Public Input meetings will be critical to ensuring this plan is community driven and builds consensus on plan recommendations and strategies. Our team is experienced in developing public meeting formats and activities that encourage involvement and solicit meaningful input that shapes the plan at each stage. The three public input meetings will occur at similar points in the plan process as the Steering Committee Meetings. The city will be responsible for providing the venue and any required public notice.

3.4 Social Pinpoint

We have already established a Social Pinpoint presence using MKSK's license and initial activities that will be used to engage the community. This effort will be launched prior to the first public meeting. We will monitor these activities, summarize the feedback once complete, and establish an additional round of activities further in the planning process.

3.5 Online Survey

We are assisting with the creation of an online survey for the community. It is intended that the online survey take place early in the process in order to identify common themes and goals of the larger public as well as to understand their concerns and desires for the future of Oxford. This survey will provide quantitative and qualitative data that guides the development of the plan's goals and strategies.

3.6 Engagement Summary

We will compile a summary document that catalogs all the community and stakeholder engagement touchpoints and synthesizes what we learned from the community. This information will directly inform the development of the plan recommendations.

Task 3 Deliverables:

- Engagement Brief
- Social Pinpoint monitoring and results
- Online community survey
- Meeting presentations
- Meeting summaries from Steering Committee and Public Meetings

Task 4: Plan Recommendations and Strategies

This task will include developing the recommendations and strategies that define the plan and provide direction for the future of Oxford. These recommendations will be driven by the concerns, goals, and needs of the community and its stakeholders to continue to improve the overall quality of life and resiliency of Oxford.

4.1 Draft Recommendations

The MKSK team will develop an overall planning framework for the plan together with plan components and a series of initial recommendations and strategies based on the analysis of the community and input from the stakeholders and public. These will be grouped into the nine identified Plan Elements (Planning & Development, Housing, Transportation, Utilities, Economic Development, Safety/Health/Equity, Town & Gown Relations, Parks & Recreation, Climate). It is expected that there will be roughly five goals for each element. The draft materials will include an update to the future land use map and related components. These materials will also integrate the long-range transportation plan and provide direction for its future update.

4.2 Plan Recommendation Workshop

After developing the initial plan components, strategies, and recommendations, the MKSK team will conduct a workshop to review and refine them with City of Oxford staff. This workshop will allow us to make needed changes to the plan's recommendations and begin to outline the implementation strategy of the plan.

4.3 Plan Recommendation Meetings

Following revision of the strategies and recommendations, the MKSK Team will present these materials to the Steering Committee for their review and input. Based upon this review and discussion, we will revise the materials and present them to the public at a meeting for the community's input. This workshop will be engaging and designed to draw out community thoughts, reaction, and direction to the materials.

4.4 Plan Implementation Strategy

Working with the City of Oxford staff, MKSK will develop an implementation strategy for the plan. This will highlight the goals for each chapter and identify recommendations and strategies that should be pursued in the short, medium, and long-term. With direction from the city, this framework for implementation will identify various stakeholders or entities that can be involved in managing that strategy or recommendation. As appropriate and with city direction, metrics can also be added to recommendations and strategies for the city to track on-going progress.

4.5 Plan Refinement

After the Plan Recommendation Workshop, the third Steering Committee meeting, and the second public meeting, MKSK will synthesize the feedback received to refine the draft plan components, plan recommendations, and implementation strategy.

Task 4 Deliverables:

- Draft Plan components, strategies, recommendations (draft and revised)
- Implementation Strategy / Action Plan

Task 5: Develop Final Plan

The final task of this plan will be to develop the final plan document. This final task includes our attendance in the plan-adoption process as specified below.

5.1 Develop Final Plan Document

MKSK will lead the process of developing the final comprehensive plan document for the City of Oxford. This document will be graphically rich, digestible in size, and include the important highlights of the initial analysis of the community, a summary of the public and stakeholder engagement process and input, the plan goals and objectives for the nine identified Plan Elements, the plan concepts and strategies, and the plan's implementation strategy. We will provide three (3) bound hard copies to the city at the end of the planning process along with both high- and low-resolution electronic versions of the plan as well as a packaged InDesign file of the document.

5.2 Draft Plan Review Meetings

Following completion of the draft comprehensive plan document, the MKSK Team will share the draft with city staff for their review and comment. Following revisions based upon this review, the MKSK Team will present the draft plan document to the Steering Committee for their review and input, and then to the community at the final Public Meeting. The draft plan will also be made available on the project website for community review.

5.3 Final Comprehensive Plan Document

MKSK will revise the document based upon approved revisions as directed by the city. Comments must be provided in one package to MKSK for final changes to the draft document (i.e. one round of edits).

5.3 Web Compatible Version of Final Plan

MKSK will format the final plan as an interactive PDF that can be uploaded to a document viewer (i.e. issuu) and embedded in the Oxford Tomorrow project website and/or the city's website. GIS shapefiles of the future land use plan can also be provided to the city to create interactive web maps.

5.4 Executive Summary Document

MKSK will create an Executive Summary to accompany the final plan document. This summary will be a brief, graphically rich overview of the key plan findings and priority recommendations. We will provide three (3)

bound hard copies to the city at the end of the planning process along with both high- and low-resolution electronic versions of the executive summary.

5.5 Plan Adoption Preparation

MKSK will assist with the preparation related to the plan adoption process. This may include preparing a slide deck presentation and attending up to two (2) plan adoption meetings.

Task 5 Deliverables:

- Oxford Comprehensive Plan document (print and digital)
- Oxford Comprehensive Plan Executive Summary (print and digital)
- Final GIS shapefiles of future land use map
- Plan adoption assistance

Project Schedule

We are able to begin work immediately upon execution of this proposed agreement. We have proposed a schedule of 9-10 months from execution of this agreement until completion. A project schedule is attached to this scope.

Exclusions from Scope of Work

The following services are not included in this scope of services: environmental assessments, traffic demand modeling, construction drawings, road or utility engineering designs, legal notices or mailing packets, advertising fees associated with public hearing notices, scheduling venues, food or beverage provision at public meetings / open houses, and any other services not specifically listed in the project scope.

Project Compensation

For the above-described service, including the plan document, graphics, meeting materials, etc., MKSK proposes a fixed fee basis according to the following fee structure (this includes project hours and expenses). Please find attached our standard Terms and Conditions, which are a part of this proposal.

FEE SCHEDULE

Project Total \$95,000

MKSK will invoice the client monthly, providing lump-sum fees including expenses.

Additional Services

Additional services may be added to complement the proposed scope of services for the City of Oxford Comprehensive Plan. These can be performed at an hourly rate based upon the attached MKSK Terms and Conditions or can be part of a follow-on work authorization. Typical additional service tasks that might be of interest and their expected fees are listed below. Note this is a sampling of potential services.

- A) **Additional Meetings:** MKSK can attend additional meetings at the request of the city. These meetings may include Stakeholder, Steering Committee, Public Meeting, or adoption process meetings. The cost for these additional services will be dependent on the amount of work required in preparation of and documenting the meeting, as well as the number of meetings desired. Per meeting cost is anticipated as follows:

• Stakeholder meetings - in person (per meeting):	\$2,400
• Stakeholder meetings - virtual (per meeting):	\$ 840
• Additional Steering Committee meeting with previously prepared materials and presentation:	\$2,600
• Additional Steering Committee meeting with new supporting materials and presentation:	\$6,400+
• Public Meeting with previously prepared materials/presentation:	\$5,000
• Public Meeting with new supporting materials/presentation:	\$9,800+

- B) **Focus Area/Subarea Planning:** The MKSK Team can study specific focus areas and create conceptual plans from bubble plan level all the way to fully rendered plan view depending on the city's needs. The focus area plans are helpful in providing an additional level of study for areas of interest or desired change/transformation. In addition to plans, focus area planning can include recommendations related to land use, development, character, transportation, economic development, place-making, etc. MKSK can also provide high-impact graphic renderings to portray the concepts and help convey the vision. The cost of this service is dependent on the size and complexity of the focus area, the number of alternatives desired, and the detail and type of desired graphics.

Authorization

Should these arrangements be acceptable to you, please execute both copies, retain one (1) copy for your records and return one (1) copy to this office to serve as the basis of our agreement and our notice to proceed.

Thank you for considering MKSK for this important project and we look forward to our involvement with you.

Respectfully submitted,

MKSK

Chris Hermann, AICP
Principal

APPROVED:

By: _____ Date: _____

Title: _____ PO #: _____

TERMS AND CONDITIONS OF PROPOSAL

MKSK

DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc., and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Per Sheet	\$ 0.10
B/W Copy 11" x 17" – Per Sheet	\$ 0.20
B/W Large Format Print – Per Sq. Ft.	\$ 0.30
Color Copy 8.5" x 11" – Per Sheet	\$ 1.00
Color Copy 11" x 17" – Per Sheet	\$ 2.00
Color Large Format Print – Per Sq. Ft.	\$ 4.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Landscape Architect III	\$ 125
Landscape Architect II	\$ 115
Landscape Architect I	\$ 105
Urban Planner III	\$ 125
Urban Planner II	\$ 115
Urban Planner I	\$ 105
Graphic Designer III	\$ 125
Graphic Designer II	\$ 105
Graphic Designer I	\$ 95
Intern	\$ 70
Administration	\$ 70

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the

Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

TERMS AND CONDITIONS OF PROPOSAL

MKSK

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent

of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

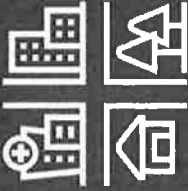
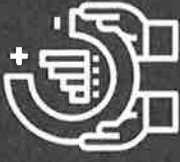
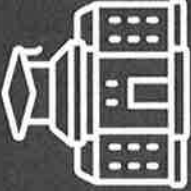
CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Plan Elements

Planning & Development 	Housing 	Transportation 
Utilities 	Economic Development 	Safety, Health & Equity 
Town & Gown Relations 	Parks & Recreation 	Climate 



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	12/3/2021
COUNCIL MEETING DATE:	12/7/2021
AGENDA TITLE:	Supplemental Budget Ordinance
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i> <i>(JN) 12/3/21</i>

DISCUSSION:

Issue 1

To make adjustment to budget for revenue and appropriations for the receipt from Synergy Funding on the Lake - Payliance meant for Oxford, Mississippi and Texas and the return of funds from the unencumbered balance

Action Needed:

Revenue Side

General Fund (110)	9,803.50
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Expense Side

General Fund (110)	9,803.50
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Net Effect on Fund Balance/(s)	-
Increase/(Decrease)	



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

Issue 2

To make adjustment to budget for revenue and appropriations for the receipt of hotel taxes and the payment to Enjoy Oxford from the unencumbered balance

Action Needed:

Revenue Side

General Fund (110)	20,000.00
Hotel Tax Agency Fund (120)	20,000.00

Expense Side

Hotel Tax Agency Fund (120)	20,000.00
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Net Effect on Fund Balance/(s) Increase/(Decrease)	20,000.00
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Issue 3

Transfer excess funds from the Parking Fund to the Parking Improvement Fund for 2022 improvement from the unencumbered balance

Action Needed:

Revenue Side

Parking Improvement Fund (142)	50,000.00
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Expense Side

Parking Fund (130)	50,000.00
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Net Effect on Fund Balance/(s)	-
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The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

Issue 4

Transfer excess funds from the Water Fund to the Water Improvement Fund for 2022 improvement from the unencumbered balance

Action Needed:

Revenue Side

Water Improvement Fund (322)	200,000.00
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Expense Side

Water Fund (321)	200,000.00
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Net Effect on Fund Balance/(s)	-
Increase/(Decrease)	

Issue 5

To increase the budgeted Property Tax revenue to match actual receipts in 2021

Action Needed:

Revenue Side

General Fund (110)	243,100.43
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Expense Side

Net Effect on Fund Balance/(s)	243,100.43
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The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

Issue 6

Increase in appropriations for Contracted Service in the Planning Department
for the Comprehensive Plan from the unencumbered balance

Action Needed:

Revenue Side

Expense Side

General Fund (110)	61,000.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	(61,000.00)
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	202,100.43
Breakdown by Fund	
General Fund (110)	202,100.43
Hotel Tax Agency Fund (120)	-
Parking Fund (130)	(50,000.00)
Parking Improvement Fund (142)	50,000.00
Water Fund (321)	200,000.00
Water Improvement Fund (322)	(200,000.00)
Net Effect on Fund Balance/(s) Increase/(Decrease)	202,100.43

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3600 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 9 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2021.

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

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

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

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

General Fund 110	9,803.50
General Fund 110	20,000.00
Hotel Tax Agency Fund 120	20,000.00
General Fund 110	243,100.43

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

General Fund 110	9,803.50
Hotel Tax Agency Fund 120	20,000.00
Parking Fund 130	50,000.00
Water Fund 321	200,000.00
General Fund 100	61,000.00

SECTION 4: The following transfer(s) be executed:

Transfer from:

Parking Fund 130	50,000.00
Water Fund 321	200,000.00

Transfer to:

Parking Improvement Fund 142	50,000.00
Water Improvement Fund 322	200,000.00

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

Parking Improvement Fund 142	50,000.00
Water Improvement Fund 322	200,000.00

SECTION 6: In all other respects, Ordinance No. 3600 shall remain in full force and effect.

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	12/1/2021
COUNCIL MEETING DATE:	12/7/2021
AGENDA TITLE:	An Ordinance accepting the recommendation of the City Manager and Finance Director to repeal Ordinance No. 2535
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 12/3/21 W 12/1/21

DISCUSSION:

Ordinance No. 2535, which was adopted by Council on August 19, 1997, increased the threshold amount for contracting purposes without competitive bidding to match the threshold amount prescribed by the Ohio Revised Code, which was \$20,000 at the time. This Ordinance will repeal Ordinance No. 2535, in doing so will simplify the process going forward. Since the threshold is spelled out in the Purchasing Policy this will reduce this type of redundancy in the future.

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 2535

WHEREAS Article XVIII, Section 3, of the Constitution of the State of Ohio, grants municipalities the authority to exercise all powers of local self-government and to enact and enforce local police, sanitary, and other regulations that are not in conflict with the general laws; and

WHEREAS the City Manager, the Finance Director and the Law Director recommend that Ordinance No. 2535, which Ordinance was adopted by Council on August 19, 1997, be repealed; and

WHEREAS the City Manager and the Finance Director have presented a new purchasing policy to City Council for adoption; and

WHEREAS the proposed purchasing policy, if adopted by City Council, will provide new purchasing threshold limits which conform to the Ohio Revised Code Section 735.05; and

WHEREAS City Council accepts the recommendation of the City Manager, the Finance Director to repeal Ordinance No. 2535.

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

SECTION 1: The City Council accepts the recommendation of the City Manager, the Finance Director to repeal Ordinance No. 2535.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Mary Ann Eaton
DATE PREPARED:	November 22, 2021
COUNCIL MEETING DATE:	December 7, 2021
AGENDA TITLE:	New Section 729.10
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/3/21</i>

DISCUSSION:

At the November 16, 2021 Council meeting, Council adopted Resolution No. 7355 authorizing alcoholic beverages to be served at an event being held at the Oxford Senior Citizens and Community Center which is a City owned facility. The consensus of Council was that the City Manager should have the authority to approve such a request.

Amended language for Oxford Codified Ordinance Section 729.10 entitled "Sales on Certain Municipal Property Prohibited" is attached for Council's consideration.

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 729.10 ENTITLED SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 729.10 ENTITLED SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.

WHEREAS, Oxford Codified Ordinance Section 729.10 requires City Council's approval for the sale or use of alcohol on any municipally owned or controlled property; and

WHEREAS, City Council has determined that an exception to the above stated requirement is the property known as the Oxford Senior Citizens and Community Center; and

WHEREAS, City Council has further determined that any requests for the sale or use of alcohol on the premises of the Oxford Senior Citizens and Community Center shall be approved by the City Manager.

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

SECTION I: Oxford Codified Ordinance Section 729.10 entitled "Sales on Certain Municipal Property Prohibited" is hereby repealed and new Oxford Codified Ordinance Section 729.10 entitled "Sales on Certain Municipal Property Prohibited" is hereby adopted as follows (deletions are struck-through and additions are in bold):

729.10 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.

No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or ~~use~~ **consumption** of alcohol on any municipally owned or controlled property shall be approved by City Council **with the exception of the Oxford Senior Citizens and Community Center, which shall be approved by the City Manager.**

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: DOUG ELLIOTT

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	November 9, 2021
COUNCIL MEETING DATE:	November 16, 2021
AGENDA TITLE:	Lease Agreement
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>JG 11/12/21 DRE 12/3/21</i>

DISCUSSION:

City staff and I have been working with Mindy Muller of Community Development Professionals of Hamilton, Ohio on an Oxford Cottage Community concept since 2018. A City owned site off of US 27 S was explored but did not come to fruition. The availability of American Rescue Plan Act (ARPA) Funds in February 2021 provided an opportunity to move this concept forward at another location and accomplish Council's Affordable Housing priority. On October 5, 2021, Council adopted Ordinance No. 3640, which authorized the City Manager to purchase approximately 2.1 acres located at 5234 Hester Rd. at a cost of \$150,000 for the Oxford Cottage Community Project. The City and property owner closed on the purchase of this property on Wednesday, November 10, 2021. The City utilized ARPA funds for this purchase. The next step is for the City to lease this property for 20 years at \$1.00 a year with the Center for Community Revitalization (CCR). The CCR is a nonprofit Ohio Corporation that will own and manage this project.

The project includes construction of 12 cottages to create a cottage community (planned use development). The cottage community targets a mixed population of persons needing affordable housing - five will be occupied by displaced families, five will be occupied by low income seniors 60 and older, and two will house other income qualifying households. The cottages are self-contained housing units, 364 sq. ft. that can accommodate up to six people. All cottages have one bedroom, kitchenette, great room, bathroom, and front porch. Units come furnished including stackable washer/dryer and loft. All cottages will meet HUD Housing Quality Standards (HQS) and are rented at or below fair market rate.

ORDINANCE NO.

ORDINANCE AUTHORIZING THE CITY MANAGER TO LEASE APPROXIMATELY 2.1 ACRES OF CITY OWNED LAND LOCATED AT 5234 HESTER ROAD FOR THE OXFORD COTTAGE COMMUNITY PROJECT.

WHEREAS, the American Rescue Plan Act will provide the City of Oxford approximately \$2.4 million to be used towards the City's Coronavirus response; and

WHEREAS, these funds are intended to combat the Coronavirus pandemic, including the public health and economic impacts; and

WHEREAS, City staff and the Housing Advisory Commission have worked with Community Development Professionals on a Cottage Community project for several years; and

WHEREAS, City Council authorized the utilization of American Rescue Plan Act funds for the purchase of 2.1 acres located at 5234 Hester Road for the Oxford Cottage Community Project; and

WHEREAS, the City Manager recommends that the City lease this land to The Center for Community Revitalization for the Oxford Cottage Community Project.

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

SECTION 1: City Council hereby authorizes the City Manager to sign a 20-year land lease as set forth in Exhibit "A" attached hereto with the nonprofit Center for Community Revitalization for the property located at 5234 Hester Road to develop and manage the Oxford Cottage Community Project.

SECTION 2: The tenant shall have the right to extend the lease for an additional 20 years.

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

MAYOR

ADOPTED: DECEMBER 7, 2021

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

GROUND LEASE

THIS GROUND LEASE ("Lease") is made as of _____, 2021, by and between **THE CITY OF OXFORD, OHIO**, an Ohio municipal corporation ("Landlord"), and **THE CENTER FOR COMMUNITY REVITALIZATION**, an Ohio non-profit corporation ("Tenant").

WITNESSETH:

1. DEMISE

- (a) Land. Landlord leases to Tenant, and Tenant leases from Landlord, the real property described in **Exhibit A** (the "Land"), together with the right to utilize and benefit from all easements benefiting the Land, subject to, and in accordance with, the terms, conditions and limitations of such easements (the "Real Property"). Tenant acknowledges that Landlord has made no representations, promises or warranties, express or implied, with respect to the Real Property, and that Tenant is familiar with the condition of the Real Property, including but not limited to, soil conditions, drainage, environmental matters, zoning, utility availability and easements, and accepts the Real Property in its "AS IS, WHERE IS" condition without representation or warranty of any kind, express or implied and with all defects, whether patent or latent.
- (b) Improvements. Tenant shall undertake construction of a project known as the Oxford Cottage Community targeting a mixed population of persons in need of affordable housing (the "Project"), together with ancillary structures (the "Improvements", and together with the Real Property, collectively the "Premises") at its sole expense and in accordance with the following provisions:
 - (i) The parties recognize and agree that the improvements which are to be constructed on the Land by the Tenant shall constitute "Improvements" hereunder. All Improvements shall be construed on or before to December 31, 2023. If Tenant fails to substantially complete construction by the date provided herein, Landlord shall be permitted to terminate this Lease, and each party shall be released of their obligations hereunder, except for those which survive the expiration or termination of this Lease.
 - (ii) Construction of the Improvements shall be performed by a contractor and subcontractors as mutually agreed to in writing by Landlord and Tenant. No construction, addition or alteration shall be undertaken until Tenant has procured and paid for, so far as the same may be required from time to time, all necessary permits and authorizations of all governmental authorities having jurisdiction.
 - (iii) Tenant shall be solely responsible for the preparation, costs and expenses attributable to any required site plans or other required submittals relating specifically to the Improvements ("Site Specific Submittals"). Landlord shall, however, to the extent required, join in the submittal of any Site Specific Submittals

or other applications for permits or authorizations whenever such action is necessary for approval of the Improvements, but Landlord shall not be required to incur the expenses with respect thereto.

(iv) During construction, the insurance policies required hereunder shall include builders' risk coverage. All construction, including without limitation, additions and alterations to the Improvements, shall be made in a good and workmanlike manner and in compliance with all applicable permits, authorizations and building, zoning and other codes, ordinances, statutes, regulations and laws. Tenant shall be wholly liable for all expenses and costs incurred in the construction of the Improvements and any alterations or additions thereto. All bids and contracts for any construction, including without limitation, additions, and alterations to the Improvements, shall be in Tenant's own name, subject to any requirements by Landlord.

(v) Tenant shall bear all of the costs and expenses charged by any lender in connection with any debt on Tenant's leasehold estate for the Land and all Improvements located thereon.

(vi) At the expiration or earlier termination of the Lease, the Improvements shall vest to the Landlord as provided in Section 15.

2. TERM

The term of this Lease shall be for twenty (20) years ("Term") and shall commence effective as of February 1, 2022 ("Commencement Date") and shall end on January 31, 2042, ("Termination Date"). A lease year shall run on a twelve (12) month cycle from the Commencement Date (each a "Lease Year"). Tenant shall have the right to extend the Term of this Lease for one (1) additional term of twenty (20) years (the "Renewal Term"). Tenant shall exercise said renewal option by providing written notice not less than one hundred eighty (180) days before the Termination Date.

3. RENT

- (a) Rent. The base rent payment for the Real Property during the Term and the Renewal Term shall be equal to One Dollar (\$1.00) per Lease Year (the "Rent").
- (b) Payment and Delinquent Payment. Rent shall be due and payable in advance on the 1st day of each and every Lease Year, without demand, setoff, deduction or counterclaim. If Tenant does not pay to Landlord on or before the due date any amount due hereunder, Tenant shall also pay to Landlord a sum equal to the amount of the late payment plus a late charge equal to five percent (5%) of the delinquent amount. Late charge rates shall be retroactive to the date the original payment was due and shall continue until the full amount is current. All late charges shall be an additional part of the rent reserved under this Lease.

4. USE OF PREMISES

- (a) Purpose. The Premises shall be used exclusively for the Project and for no other purpose without the prior written consent of Landlord, which shall be determined in Landlord's sole discretion.
- (b) Compliance with Laws. Tenant shall keep the Premises in a clean, well-maintained and orderly condition and free of noxious or injurious materials and all other nuisances. Tenant shall comply with all covenants, conditions and restrictions of record affecting the Premises and all laws, rules and regulations, orders and directives of any governmental agency or authority having jurisdiction over the Premises, including, but not limited to, any and all zoning ordinances, and shall promptly pay all costs, expenses, fines and penalties resulting from failure to observe any of the foregoing.
- (c) Environmental Laws. As used herein, "Environmental Laws" means any federal, state or local law, ordinance, regulation or order relating to the protection of or regulation of the environment or public health or safety, including cleanup of Hazardous Materials. "Hazardous Materials" shall be construed broadly to mean all chemicals, substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, hazardous or toxic substances, wastes or materials, petroleum products or any constituents thereof.
 - (i) Tenant will comply with all Environmental Laws and all governmental notices, orders and requests pursuant to Environmental Laws, including without limitation, providing, obtaining, maintaining and complying with all permits, registrations, notifications, reports, licenses and other authorizations required by Environmental Laws applicable to Tenant's use or occupancy of the Premises and/or the Improvements.
 - (ii) Tenant will not permit or cause any Hazardous Materials to be brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Premises, other than in strict compliance with all Environmental Laws and only in those amounts necessitated by Tenant's permitted use of the Premises. Prior to bringing any such Hazardous Materials onto the Premises, Tenant will provide Landlord with a list of the names and quantities of such Hazardous Materials and, upon request, will provide Landlord with a copy of the material safety data sheet for such Hazardous Material.
 - (iii) Tenant will: (A) provide Landlord with copies of all communications between Tenant and any governmental agencies or authorities or a third party related to Hazardous Materials brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Premises or related to the violation or alleged violation of any Environmental Laws with respect to Tenant's use or occupancy of the Premises; (B) permit Landlord, at Landlord's sole

discretion, to participate in any proceeding brought by a government agency or authority, or a third party, with respect to Hazardous Materials brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Premises or with respect to the violation or alleged violation of any Environmental Laws arising out of Tenant's use or occupancy of the Premises; and (C) permit Landlord, from time-to-time at Landlord's sole discretion, to conduct inspections, tests, analyses and investigations of Tenant's compliance with its obligations in this paragraph or otherwise related to the environmental conditions relative to Tenant's use or occupancy of the Premises

(iv) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, orders, losses, damages, including reasonable attorney and expert fees, arising out of or in connection with: (A) Tenant's breach of any provision of this Section 4(b); or (B) Hazardous Materials brought, placed, held, stored, located, used, disposed of or released upon, under, from or at the Premises by Tenant, its employees, representatives, agents, sublessees, contractors, subcontractors and any invitees.

5. UTILITIES

Tenant shall pay all charges against the Premises and Improvements for sanitary sewer, gas, heat, electricity, water, telephone, trash disposal, internet services and any other utility services or public services furnished to the Premises, including any assessment against the Premises for making such services available. Landlord shall not be liable for any claims, damages, costs, expenses, liabilities or losses suffered as a result of any interruption in service furnished to the Premises. Landlord shall not be responsible for payment of any utility services or public services, including, but not limited, those mentioned in this Section 5.

6. TAXES

In addition to the Rent to be paid hereunder, Tenant shall pay and discharge as they become due, properly and before delinquency all taxes, assessments, levies, fees and charges, general or special, ordinary or extraordinary, of whatever name, nature and kind, which may be levied, assessed or imposed by any governmental agency or authority upon the Premises or Improvements or any part thereof (the "Impositions") during the Term of the Lease.

7. MAINTENANCE AND REPAIRS

Throughout the term of this Lease and all renewals and extensions hereof, Tenant, at its own expense, shall maintain or cause to be maintained the Premises in good order and condition and make all necessary repairs and replacements thereto, interior and exterior, structural and non-structural, ordinary and extraordinary and foreseen and unforeseen, in a good and workmanlike manner. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises, and Landlord shall not be required to furnish any services or facilities or make any repairs or replacements to the Premises.

8. LIENS.

Tenant shall not permit any mortgage, charge, lien or encumbrance to exist on the Premises or any part thereof without Landlord's consent. If any mechanics', laborers' or materialmen's lien is filed at any time against this Lease or any interest herein and/or the Premises or any part thereof, arising out of Tenant's construction of the Improvements or any additions, alterations, repairs or replacements thereto, then within sixty (60) days after the filing thereof, Tenant shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. Nothing contained herein shall prevent Tenant from contesting a lien.

9. INSURANCE

- (a) Tenant, at its sole cost and expense, shall keep all Improvements which now or hereafter become a part of the Real Property continuously insured against the perils covered by a broad form of "all risk of physical loss" standard policy insuring against loss or damage by fire, earthquake and other extended coverage hazards, and such other risks are typically insured against for comparable properties in the area, in an amount that is not less than full replacement value of the Improvements. The replacement cost of the Improvements will be determined not less frequently than at yearly intervals by the insurance company providing the required coverage and the agreed amount included in the insurance policy. The permitted deductible will be at commercially reasonable levels customary for insuring comparable facilities and may be adjusted from time to time upon the agreement of Landlord and Tenant.
- (b) Tenant, at its sole cost and expense, will keep and maintain commercial general liability insurance, with the broad form of commercial liability endorsement, including contractual liability coverage, covering claims for bodily injury, death and property damage in or about the Premises, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate or such other amounts as determined by Landlord and which are commercially reasonable for comparable properties in the area. Landlord shall be named as an additional insured in such policies. To the extent the foregoing figures become unreasonably low from a commercial standpoint, the parties shall mutually agree upon a commercially reasonable increase in the amounts thereof.
- (c) Tenant, at its sole cost and expense, will keep and maintain and cause its contractors to keep and maintain Worker's Compensation insurance, in such amounts as is required under applicable law, covering all persons employed in connection with work occurring on or about the Premises.
- (d) The insurance coverages required under this Lease will be obtained and maintained either by means of policies with generally recognized, responsible insurance companies satisfactory to Landlord or by other arrangements reasonably

satisfactory to Landlord, and all such companies shall at all times be qualified to do business in the State of Ohio and have a Best's rating A or better. Each policy of insurance will be written to recognize the interest of Landlord and Tenant, as their interests may appear, and will not be subject to cancellation or non-renewal upon less than thirty (30) days advance written notice to Landlord, provided that in the case of cancellation for non-payment of premiums, advance written notice of not less than ten (10) days shall be required.

- (e) Tenant shall deposit with Landlord certificates or other evidence satisfactory to Landlord that the insurance required hereby has been obtained and is and continues to be in full force and effect. Prior to the expiration of any such insurance, Tenant shall furnish Landlord with evidence satisfactory to Landlord that such insurance has been renewed or replaced and that all premiums thereon have been paid in full and all insurance policies required hereby are in full force and effect.

10. WAIVER OF SUBROGATION

Notwithstanding anything in this Lease to the contrary, to the extent permissible under the insurance policies required by this Lease and/or maintained by Tenant or Landlord with respect to the Premises, and without invalidation of the same, Landlord and Tenant each hereby (i) waive any and all rights or recovery, claim, action or cause of action, against the other, its agents, officers or employees, for any loss or damage that occurs to the Premises, any improvements, any fixtures or personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of such insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees, and (ii) covenant that no insurer will hold any right of subrogation against such other party.

11. INDEMNITY

Landlord will not be liable for any personal injury to Tenant or to any guest, sublessee, occupant, invitee or licensee of the Tenant or for any damage to any property of Tenant or of any occupant, guest, patient, sublessee, invitee or licensee of the Tenant arising out of Tenant's use of the Premises, regardless if such injury or damage is caused by the gross negligence or willful misconduct of Landlord, and Tenant waives all right of recovery against Landlord. Tenant shall indemnify, hold harmless and defend Landlord from and against all claims, liabilities, losses, damages, costs and expenses whatsoever, including without limitation, reasonable attorneys' and experts' fees and court costs, arising in connection with or resulting from, directly or indirectly, the failure of Tenant to perform any covenant required to be performed by Tenant in this Lease, including but not limited to, the failure to comply with Environmental Laws, any act or negligence of Tenant or any occupant, sublessee, guest, patient, invitee or licensee of the Tenant or arising out of the condition, use or management or occupancy of the Premises or Improvements by Tenant. This provision will survive expiration or termination of this Lease without limitation.

12. DAMAGE TO PREMISES

No destruction of or inability to occupy the Premises or any part thereof by reason of fire, flood or other casualty shall affect in any way the payment of Rent hereunder or the validity of this Lease or any part hereof. In the event of damage to or destruction of the Improvements, Tenant, at its sole expense, shall make all repairs, restoration and replacements necessary to rebuild the Improvements to their value, character and condition immediately prior to such damage or destruction, including temporary repairs and work necessary to protect the Premises from further injury, in compliance with applicable building codes provided Tenant receives proceeds of insurance to cover such cost; provided, however, in the event Tenant does not receive adequate insurance proceeds, Tenant shall be solely responsible for the cost of returning the Real Property to the same condition as existed as of the date of this Lease, including any demolition associated therewith. Such rebuilding shall be commenced promptly and continued with diligence. Nothing contained herein will be deemed to vary any requirements of Tenant as to insurance under this Lease.

13. DEFAULT

(a) Events of Default. The following events shall constitute an event of default under this Lease:

- (i) If Tenant shall breach this Lease by failing to make any payment of money when due and fails to remedy the breach within ten (10) days after written notice of said breach from Landlord; or
- (ii) If Tenant shall breach any provision of this Lease other than for the payment of money, and fails to remedy the breach within thirty (30) days after written notice of said breach from Landlord, except if, at the end of the thirty (30) day period, the cure cannot reasonably be completed, but Tenant has promptly undertaken the cure and diligently pursued the cure throughout the period, then the cure period shall be extended for a time that is necessary to complete the cure with continued diligent efforts; or
- (iii) If Tenant shall make an assignment for the benefit of its creditors, if any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any state, in any bankruptcy, reorganization, composition, extension, arrangements or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the court, or the court shall assume jurisdiction of the subject matter, or if such proceedings shall not be dismissed within sixty (60) days after the institution of the same; or
- (iv) If, in any proceeding, a receiver or trustee be appointed for all or any portion of Tenant's property, and such receivership or trusteeship shall not be

vacated or set aside within ninety (90) days after the appointment of such receiver or trustee; or

- (v) If Tenant fails to maintain in effect at all times the insurance required to be maintained by Tenant pursuant to this Lease.
- (b) Landlord's Remedies. Upon an event of default, Landlord has the right to terminate this Lease, or re-enter the Premises and take possession without terminating the Lease, or exercise any other remedies set forth in this Lease or available at law or in equity. Should Landlord at any time terminate this Lease for any default, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees and litigation expenses.
- (c) Landlord's Performance of Tenant's Obligations. If Tenant shall fail to perform any obligation which Tenant is obligated to perform under this Lease, then Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant under this Lease, perform such obligation, and, in exercising any such rights, pay necessary and incidental reasonable costs and expenses, employ legal counsel and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall be additional rent hereunder due and payable on demand.
- (d) Recovery of Damages. In addition to all other remedies available, Landlord shall have the right to recover from Tenant upon the occurrence of a default continuing beyond any applicable grace period (i) all Rent and other sums due under this Lease accruing up to the time of termination; (ii) all damages to the Premises and/or other liabilities, costs, losses, diminutions in value, fines, penalties, claims, cost recovery actions, suits, administrative proceedings, orders, response costs, remedial costs, sustained as a result of Tenant's default; (iii) all reasonable costs and expenses incurred by Landlord in reletting or subletting the Premises (including without limitation, attorneys' fees, brokerage fees, expenses for repairing or restoring the Premises, and expenses for redecoration, alterations and other costs in connection with preparing the Premises for new tenants); and (iv) damages equal to the Rent due and payable for the remainder of the Term.
- (e) Survival of Obligations. Tenant's obligations to pay the Rent and all other sums under this Lease shall survive any termination of this Lease due to Tenant's default, and no re-entry shall release Tenant from its covenants to pay the Rent and all other sums provided for in this Lease. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord shall in no event be liable in any way for failure to relet or sublet the Premises, or in the event the Premises are relet, for failure to collect the rent under the reletting.

- (f) Attorneys' Fees and Expenses. In the event that Landlord is required to retain legal counsel to enforce any term, covenant or condition of this Lease, then Landlord shall be entitled to recover from Tenant any and all reasonable, attorneys' fees and expenses resulting therefrom.

14. CONDEMNATION

It is the intent of Landlord and Tenant that, in the event the whole or any portion of the Premises is taken or sold under threat of condemnation or appropriation by any public authority having the power of eminent domain, the parties hereto shall share in their awards to the extent that their interests, respectively, are depreciated, damaged or destroyed by the exercise of the right of eminent domain. In this regard, the parties agree that the condemnation award shall be allocated so that the portion of the total award attributable to the value of the unimproved property shall be allocated to Landlord, and the portion of the award attributable to the value of the Improvements thereon shall be allocated between Landlord and Tenant after giving due consideration to the number of years remaining in the term of this Lease, assuming Tenant renews this Lease for all additional renewal terms, and the condition of the Improvements at the time of condemnation. Accordingly, although title to the Improvements on the Premises will pass to Landlord upon termination of this Lease, Tenant will have constructed the Improvements on the Real Property and should therefore be compensated for the deprivation of use of such Improvements for the remainder of the term of this Lease or, if applicable, the renewal terms

15. TERMINATION

On the last day of the term of this Lease or upon any earlier termination of this Lease, Tenant shall surrender and deliver up the Premises, including, without limitation, the Improvements, into the possession and use of Landlord without delay and in good order, condition and repair, and free and clear of all liens and encumbrances other than those created by Landlord, those existing as of the date of this Lease and real estate taxes and assessments which are not yet due and payable.

16. LIMITATION ON LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property received by Landlord, or out of the consideration received by Landlord from the sale or other disposition of any part of Landlord's right, title and interest in the Premises, and Landlord shall not be liable for any deficiency.

17. SUCCESSORS AND ASSIGNS

The conditions, covenants and agreements in this Lease to be kept and performed by the parties hereto shall bind and inure to the benefit of their respective successors and assigns.

18. SUBLETTING AND ASSIGNMENT

- (a) Tenant shall not assign, transfer, encumber or convey this Lease, or any of the Improvements, or sublease the Premises or any part thereof without the prior written consent of Landlord, which consent shall be given in Landlord's sole discretion; provided, however, Tenant shall be permitted to sublease Improvements individual residential tenants in accordance with the reasonable rules and regulations prescribed by Landlord from time to time.
- (b) Tenant shall not enter into any sublease for a term that exceeds the original term of this Lease or any renewal term which has been properly exercised

19. NONWAIVER AND CUMULATIVE REMEDIES

The remedies of Landlord specified in this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be entitled. The failure of Landlord to exercise its rights under the terms of this Lease on any one occasion shall not be construed as a waiver of any requirement of this Lease or a waiver of Landlord's right to take advantage of any subsequent or continued breach of any covenant contained in the Lease. All remedies herein provided shall be in addition to, and not in substitution for, any remedies otherwise available to Landlord.

20. LEGAL CONSTRUCTION

This Lease shall be construed under the laws of Ohio. If one or more of the provisions contained in this Lease shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

22. MEMORANDUM OF LEASE

Landlord and Tenant shall execute a Memorandum of Ground Lease in the form attached to this Lease as Exhibit B and in a form complying with Ohio Revised Code Section 5301.251, and the Tenant shall record the Memorandum of Lease in the office of the Recorder of Butler County, Ohio.

23. CAREFREE LEASE

It is the intention of the Landlord and Tenant that all expenses of every kind with respect to the Premises shall be paid by Tenant and all responsibilities for care of the Premises shall be the responsibility of Tenant during the term of this Lease. Landlord shall own the

property and collect rent free of any responsibility, and as set forth herein, Tenant shall indemnify and hold harmless Landlord from any expense, loss, damage or liability with respect to the Premises.

24. NOTICES

All notices required by the terms of this Lease to be given to Landlord or Tenant shall be in writing and will be deemed given three (3) business days after posting in the United States mail, postage prepaid by registered or certified mail, return receipt requested, or one (1) business day after depositing with a nationally recognized overnight courier, or upon actual receipt or delivery if delivered by hand, to Landlord or Tenant at the following addresses or to such other address as either party may hereafter designated in writing for such purpose:

To Landlord:
City of Oxford, Ohio

15 South College Avenue
Oxford, Ohio 45056
Attn: City Manager

To Tenant:
Center for Community Revitalization

Attn: _____

25. WARRANTIES OF TENANT REGARDING EXISTENCE, AUTHORITY

Tenant represents and warrants that it is a validly constituted Ohio limited liability company and that all necessary documents establishing Tenant and permitting its conduct of business in the State of Ohio have been filed with the appropriate governmental authorities. Upon request of Landlord, Tenant shall furnish Landlord with evidence that this Lease, and the execution by Tenant hereof, has been duly authorized by Tenant pursuant to its governing documents.

26. GENERAL

- (a) If any term or provision of this Lease or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby,

and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

- (b) The covenants and agreements herein contained will bind and inure to the benefit of Landlord and its successors and assigns, and Tenant and its successors and assigns, except as otherwise provided herein.
- (c) This Lease may not be deemed or construed to create or establish any relationship of partnership, agency, or joint venture (or any other similar relationship or arrangement) between Landlord and Tenant.
- (d) This Lease constitutes the entire understanding between the parties as to the lease of the Premises to Tenant and supersedes all prior agreements as to the lease of the Premises.
- (i) This Lease may be executed in one or more counterparts which, when taken together, shall be deemed to be one and the same original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed on the day and year first above written.

“LANDLORD”

THE CITY OF OXFORD, OHIO

an Ohio municipal corporation

By: _____

Name: Douglas R. Elliott, Jr.

Title: City Manager

“TENANT”

**THE CENTER FOR COMMUNITY
REVITALIZATION**

an Ohio non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF OHIO, COUNTY OF BUTLER, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of the City of Oxford, Ohio, an Ohio municipal corporation, on behalf of said municipal corporation. This is an acknowledgment clause. No oath or affirmation was administered to signer.

Notary Public

STATE OF OHIO, COUNTY OF BUTLER, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of the Center for Community Revitalization, an Ohio non-profit corporation, on behalf of said company. This is an acknowledgment clause. No oath or affirmation was administered to signer.

Notary Public

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Part of Lots #13 and #9 as the same are known and designated in Gath Subdivision of Lot #5, Section 22 in Oxford Township, Butler County, Ohio and bounded and described as follows: Beginning at the southwest corner of Lot #13; thence east along the south line of said Lot #13 and #9; 523.38 feet to a point in the said south line of said Lot #9; thence north with the west line of a 3 acre tract of land owned by Paul J. Welsh, 182.82 feet to a point; thence west on a line parallel with the south line of said Lot #13 and #9 approximately 523.38 feet to a point in the west line of said Lot #13; thence south along the west line of said Lot #13 to the place of beginning containing 2.19 acres more or less.

Now known as Lot #1307 in the City of Oxford, Butler County, Ohio.

Exhibit B

MEMORANDUM OF LEASE

[INSERT FORM]



Community Development Professionals
EDUCATE. SUPPORT. DEVELOP. CONNECT.

Helping Communities Thrive.

May 3, 2021

City of Oxford
Assistant City Manager Jessica Greene
15 S. College Ave
Oxford, Ohio 45056
Email: jgreene@cityofoxford.org

Re: Cottage Community

Ms. Greene:

Community Development Professionals has been working on development of an Oxford Cottage Community for some time. There have been significant efforts to define need, identify partners and develop a project to fill housing gaps in the community. The City has been supportive of the concept and its recent housing plans and studies validate the need for quality, affordable housing for displaced families, seniors and others struggling to find affordable housing in the City of Oxford.

Oxford Cottage Community necessitates a nonprofit partner to own and manage the units. To meet rigorous funding requirements, the partner has to demonstrate experience in affordable housing and/or the capacity to comply with long-term restrictive covenants tied to the project. Center for Community Revitalization (CCR) is the 501c3 that will own and manage the project. A copy of 501c3 letter for CCR is attached hereto. A synopsis of the organization's vision, mission, values and strategic priorities is also attached for reference.

CDP has identified a 2-acre property on Hester Road as an ideal location for the Cottage Community. We are requesting up to \$200,000 from the City be set aside to assist in acquiring and readying the property for this project. Additional funding is being secured from other sources to bring this project to fruition, including private churches and individuals, as well as grants from the Oxford Community Foundation, First Financial, Butler County Community Development and Federal Home Loan Bank.

I have attached the most recent synopsis of the project and some conceptual renderings of the cottages and overall community. Thank you for your consideration of this request. I welcome your questions.

Sincerely,

Mindy Muller
President/CEO

Project Description

The project includes construction of 12 cottages on 2 acres on Hester Road to create a cottage community (planned use development) in the city of Oxford. The cottage community targets a mixed population of persons needing affordable housing – five will be occupied by displaced families, five will be occupied by low-income seniors 60 and older and two will house other income-qualifying households. Center for Community Revitalization will own and manage the cottages.

The cottages are self-contained housing units, 364 sq ft that can accommodate up to 6 people. All cottages have one bedroom, kitchenette, great room, bathroom and front porch. Units come furnished including stackable washer/dryer and loft. All cottages will meet HUD HQS standards and are rented at or below fair market rate.

Cost

The cost to develop a cottage community is estimated to be \$867,150. Additional funds are being sought ahead of securing grant funding through HOME and FHLB to acquire the desired property for the project. The planned funding for the cottages is as follows:

<u>Contributor</u>	<u>Amount</u>	<u>Investment per unit</u>
Federal Home Loan Bank	\$496,275	\$41,356
HOME/CDBG	\$294,875	\$24,573
City of Oxford/OCF	\$30,000	\$2,500
Member Bank/First Financial	\$25,000	\$2,083
CCR	\$30,000	\$2,500
Faith Community	\$21,000	\$1,750

There will be no permanent debt on property. There will be a 15-year affordability period with accompanying deed restriction on development.

Requested In-kind contributions

City of Oxford

Community organizations

Contribution

Fee waiver (tap/permit/zoning, etc)

Donated furnishings, credit counseling services, employment/training services, educational services, daycare

Member participation

Construction/bridge loan

Cash contribution of \$500+

Lender concessions (at least .5% below market rate)

Below-market rate on construction/bridge loan

Non-subsidized FHLB construction/bridge loan

Timeline

June 2021

Finalize funding commitments

Secure site control for property

March – August 2022

Complete project

July 2021

Funding deadline for FHLB

November 2021

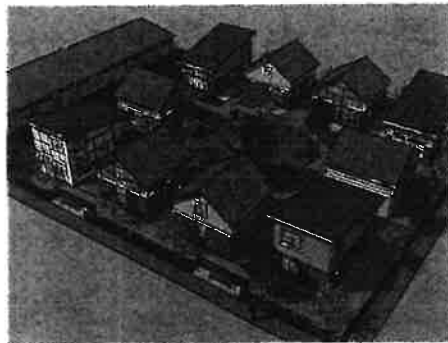
Submit HOME/CDBG proposal to Butler County

Notification of FHLB award

Finalize project schedule for development of property

Potential site: 5234 Hester Road





Vision

Center for Community Revitalization (CCR) is an innovative investor, property owner and strategic partner in projects that make an impact in local communities.

Mission

Center for Community Revitalization (CCR) facilitates the development of unique and innovative projects that create social and economic opportunities for low- and moderate-income persons.

Values

The culture and operations of CCR will reflect the following values:

- **Innovation.** CCR strives to create new solutions to community challenges that are replicable and sustainable.
- **Accountability.** CCR holds its leaders and community partners to the highest standards of excellence and transparency through strong internal controls and reporting protocols.
- **Integrity.** CCR will be honest, authentic and ethical in its business practices and will ensure its actions, decisions, and leadership reflect the highest standard of integrity.
- **Stewardship.** CCR will use its own resources and the investments of others wisely to provide the highest return on investment and ensure funds are used to make a visible and substantial impact.

Policy Statements

The Board of Directors will assure the health and growth of the organization, consistent with its vision and mission. The Board leadership is visionary, committed, progressive, invigorating and purposeful in the advancement and achievement of the mission and services, programs and initiatives undertaken by CCR.

The organization maintains an empowering work culture with policies that advance CCR's mission while supporting its local community partners and current suite of projects.

CCR is the model for visionary leadership and best practices. Projects are data-driven and financially solvent, reflective of CCR's mission, vision and values, comply with industry standards and governmental mandates, high in quality, and responsive to community needs.

CCR will maintain a financial position that enables it to deliver its vision and mission, operate responsibly and strengthen its ability to effectively serve its purpose.

CCR seeks to cultivate strategic partnerships to advance its mission and serve its community partners.



Strategic Priorities 2021 - 2026

CCR has adopted three strategic priorities to guide its work toward achieving its vision over the next five years:

Strategic Priority #1: Create nonprofit hubs in communities of need across the United States.

Key Goal #1: Identify 25 highest communities of need in United States.

Key Goal #2: Explore identified communities and partners to select 10 sites for nonprofit community hubs.

Key Goal #3: Secure funding and sites to establish community hubs.

Strategic Priority #2: Position CCR as strategic partner in development of affordable housing.

Key Goal #1: Develop working relationships with officials at three financial institutions/FHLB member banks

Key Goal #2: Identify and serve as sponsor for five projects yielding 200 or more units of affordable housing.

Strategic Priority #3: Strengthen organizational infrastructure to ensure highest standard of excellence.

Key Goal #1: Adhere to highest industry standards of excellence.

Key Goal #2: Ensure organization has strong data collection and management and uses data to inform its decisions.

Key Goal #3: Build organizational sustainability through strong governance and aggressive resource development.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Zachary Moore
DATE PREPARED:	November 4, 2021
COUNCIL MEETING DATE:	November 16, 2021
AGENDA TITLE:	PC-2021-25, 4147 Kehr Road, FINAL SUBDIVISION, Heron Pond, HPCT Properties Inc., Applicant
CITY MANAGER/DEPT HEAD APPROVAL:	JG 11/12/21 DRE 12/3/21

Proposal Summary:

The applicant is requesting approval of a Final Subdivision application associated with a planned 15-unit landominium community to be called Heron Pond, located off Kehr Road and Roberts Drive in close proximity to the South Farm subdivision and Cobblestone Community Church. City Council approval of the Final Subdivision would allow the developer to continue forward with the necessary steps to ultimately record a plat with Butler County. The plat instrument would officially subdivide the 4.5-acre site into a total of 16 parcels, including 15 parcels for each of the 15 single-family dwelling units, and 1 large parcel reserved for access, utility, drainage, and open space purposes. Access easements are to be dedicated over the larger parcel to ensure future residents are able to access their individual units in perpetuity, since the new street (Heron Pond Way) is to be private and owned by the HOA. Additional right-of-way will also be dedicated along Kehr Road and Roberts Drive per previous Planned Development approvals.

Background:

The Heron Pond project has thus far garnered the following approvals:

- **Preliminary Planned Development (PD)** – approved by Council on March 16, 2021 by Ord. No. 3615
- **Final Planned Development (PD)** – approved by Council on August 17, 2021 by Ord. No. 3631. Expires August 17, 2026.
- **Construction Drawings** – preliminary set approved on a contingent basis by City staff on September 2, 2021. Final set to be approved at a later date.



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

Discussion and Recommendation:

City staff has reviewed the proposed Record Plat instrument and believes it satisfies all prior design-related approval conditions inherent to past Preliminary PD and Final PD approvals. Following a City Council approval, the developer will need to take additional steps in order to secure City Officials' signatures on the plat prior to recording. These future steps include: (1) staff review of the final HOA Declaration; (2) staff review of access easement agreements pertaining to the existing Cobblestone Church driveway and South Farm HOA parcel; and (3) submission of infrastructure cost estimates to the Service Department and posting of bonds/financial security. In keeping with Section 203 of the Oxford Subdivision Regulations, staff recommends the subject application be **approved** subject to the following conditions:

1. The Final Subdivision shall be valid for 1 year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this 1 year time period.
2. As necessary, the applicant shall update and/or re-file Construction Drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee construction of the improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

ORDINANCE

AN ORDINANCE APPROVING THE FINAL SUBDIVISION APPLICATION AND PLAT FOR HERON POND WITH CONDITIONS.

WHEREAS, in accordance with Oxford Codified Ordinance Section 1101.203, the City of Oxford's Community Development Department received the Final Subdivision Application and the proposed Record Plat for Heron Pond (Exhibit "A") on August 3, 2021 consisting of 4.572 acres; and

WHEREAS, the Community Development Department staff has reviewed the proposed Record Plat instrument and believes it satisfies all prior design related approval conditions inherent to the past Preliminary Planned Development and Final Planned Development approvals; and

WHEREAS, the Community Development Department staff finds that the proposed Record Plat meets the requirements of Oxford Codified Ordinance Section 1101.203 and further finds the Record Plat substantially corresponds to the approved Preliminary Planned Development and Final Planned Development; and

WHEREAS, the City Manager and the Community Development Director recommend Council approve the Final Subdivision Application and Plat attached hereto as Exhibit "A" for Heron Pond with the following conditions:

1. The Final Subdivision approval shall be valid for one year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this one year time period.
2. As necessary, the applicant shall update and/or re-file construction drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee the construction of the improvements. The record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Community Development Director and further approves the Final Subdivision application and plat for Heron Pond consisting of 4.572 acres with the conditions set forth above.

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

MAYOR

ADOPTED: DECEMBER 7, 2021

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

**Internal Use Only:**

Case No. _____

Date Filed _____

Final Subdivision Application

Applicant Information

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

Name * HPCT Properties Inc.

Mailing Address * 5282 Booth Road

City, State & Zip Code * Liberty, IN 47353

Telephone Number(s) * 765-580-0378

Email Address shanebcoffman@aol.com

Engineer/Surveyor Information

Name * Bayer Becker

Mailing Address * 110 S. College Avenue

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number(s) * 513-523-4270

Email Address johnbayer@bayerbecker.com

Location and Lot Information

Name of Subdivision * Heron Pond

Location of Property * 4147 Kehr Road, Oxford, Ohio 45056

Legal Description * H4100-00-137-000-039 & 040

Date of Planning Commission Preliminary Approval * 3/16/2021

Number of Lots * 16

Zoning District * R-1B Planned Dev

Total Area * 4.572 Acres

Requirements and Documentation

Plat

Fifteen (15) copies of the plat on bond. Drawing size must be at least 18x24" and should never exceed 24x36." The plat must be prepared in accordance with Chapter 1101, Subdivision Regulations and Chapters 1121-1137, Zoning Code of the City of Oxford¹. Scale should not exceed 1" = 100.' Plats containing less than three lots are exempted from the provisions of this section. The following information must appear on the plat:

- A. Boundary lines of the area being subdivided with accurate distances and bearings. Each section which is presented for final plat approval must have all of the required improvements extended to the property lines where necessary in order that future final plat sections may connect with them to maintain the continuity of the approved preliminary plan.
- B. A statement dedicating all proposed streets and alleys with their widths and names.

- C. The accurate outline of any portions of the property to be dedicated or granted for public use.
- D. The lines of adjoining streets and alleys with their widths and names.
- E. All lot lines together with an identification system for all lots and blocks. Lot numbers shall be secured from the County Auditor.
- F. The locations of all building lines and easements provided for public use, services or utilities.
- G. All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements and any other areas for public or private use. Linear dimensions are to be given to the nearest one hundredth of a foot.
- H. The radii, arcs, lengths, points of tangency and central angles for all curvilinear streets and the radii and lengths for rounded corners.
- I. The location of all survey monuments and benchmarks together with their descriptions. There shall be a minimum of four permanent markers in each subdivision section located at or near the outer corner.
- J. The name of the subdivision, the scale of the plat, points of the compass and name of owner or owners and subdivider if other than the owner and name of the surveyor and engineer preparing the plat.
- K. The certificate of the surveyor attesting to the accuracy of the survey and to the correct locations of all monuments shown.
- L. Any private restrictions and trusteeships and their duration. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable, thus necessitating the preparation of a separate instrument, reference to such instrument shall be made on the plat.
- M. Acknowledgement by the owner or owners of the plat restrictions.
- N. One tracing cloth or comparable material of the approved final plat, for the City records.
- O. The names and record owners of all adjoining subdivisions and the names of recorded owners of adjoining parcels of un-subdivided land.
- P. A receipt showing that all legally due taxes have been paid.
- Q. North arrow, scale and date.
- R. The location of all present property lines, streets, alleys, rights-of-way, buildings, easements, lakes, watercourses, and drainage ways.
- S. Any existing water mains, culverts, water or sewer lines, easements, buildings and streets, within the tract or immediately adjacent thereto.
- T. Size of the tract in acres and lots in square feet and the boundary lines along with the linear measurement thereof.
- U. The proposed location and width of streets, alleys lots and easements.
- V. The seal, registry number and signature of the public surveyor who prepared the plat.
- W. Any portion of the floodplain as delineated by the Butler County Flood Insurance Rate Maps (FIRM), effective December 17, 2010, must be clearly illustrated and labeled on the plat.

Surrounding Property Owners

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

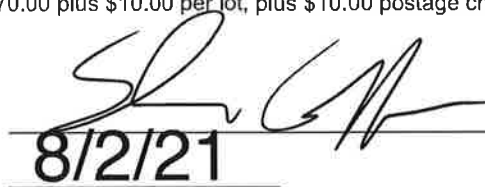
Fees & Receipt

The required fee for final plan is \$570.00 plus \$10.00 per lot, plus \$10.00 postage charge.

Sign and Date

Applicant Signature *

Date *



Submit Application, Plans and Documentation, and Fees

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

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

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

Notes

- You must adhere to notification and publication requirements.
- Submit materials 14 days prior to the Planning Commission meeting on which the action is requested.
- City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s).**
- Per Planning and Zoning Code 1101.203(H)¹, after final recording at the Butler County Recorder's Office, the applicant shall furnish a proof of such recording for filing to the Community Development Department prior to the issuance of any construction permits for site preparation.

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

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

August 2, 2021

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

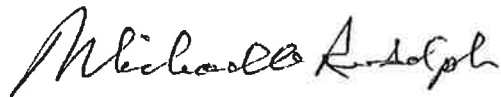
Re: Parcel H4100-137-00-039
Cobblestone Community Church Inc.

Dear Mr. Moore,

Please be advised that HPCT Properties Inc. has our permission to submit applications for the approval of a Final Planned Development on parcel H4100-137-000-040 located adjacent to Roberts Drive and Kehr Road.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Joseph". The signature is fluid and cursive, with the first name "Michael" being the most prominent part.

South Farm Owners Association Inc.

August 2, 2021

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

Re: Parcel H4100-137-00-039
Cobblestone Community Church Inc.

Dear Mr. Moore,

Please be advised that HPCT Properties Inc. has our permission to submit applications for the approval of a Final Subdivision on parcel H4100-137-000-039 located adjacent to Roberts Drive and Kehr Road.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

	dotloop verified 08/03/21 8:51 AM EDT FJMV-DWOG-RVPY-C4EN
---	--

Cobblestone Community Church, Inc.

OWNER
SOUTH FARM OWNERS
ASSOCIATION, INC.
599 SOUTH COLLEGE AVENUE, SUITE 100
OXFORD, OH 43086

ENGINEER / SURVEYOR
HUTCHINSON, INC.
501 SOUTH ROAD
LIBERTY, OH 43039
(614) 266-0010

BENCHMARK
FOUND ALUMINUM MONUMENT AT
NORTH CORNER OF LOT #3556
ELEVATION 84.00

SHEET INDEX:
23 PLAT

CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	90°00'54"	30.00'	47.13'	54.74217'
C-2	20°00'00"	243.50'	86.31'	187.97137'
C-3	38°18'50"	197.80'	136.74'	186.52117'

VICINITY MAP
NOT TO SCALE

OWNER
SOUTH FARM OWNERS
ASSOCIATION, INC.
599 SOUTH COLLEGE AVENUE, SUITE 100
OXFORD, OH 43086

ENGINEER / SURVEYOR
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VICINITY MAP
NOT TO SCALE



DEDICATION STATEMENT:

THE UNDERSIGNED BEING THE OWNER OF ENTIRE LOT #3556 OF THE CITY OF OXFORD, AS RECORDED IN OFFICIAL RECORDS OF BUTLER COUNTY, OHIO, SECTION 27 & 34, TOWN 5, RANGE 1, IN THE CITY OF OXFORD, BUTLER COUNTY, OHIO, DO HEREBY DEDICATE TO THE PUBLIC THE ENTIRE LOT #3556, AS SHOWN ON THE PLAT, FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE ENTIRE LOT #3556, AS SHOWN ON THE PLAT, FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE ENTIRE LOT #3556, AS SHOWN ON THE PLAT, FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO.

THE TITLE WAS COVERED BY: OFFICIAL RECORD NO. _____ PAGE _____

OWNER _____

ENGINEER / SURVEYOR _____

PRINTED NAME _____

TITLE _____

THIS IS AN ACKNOWLEDGMENT CERTIFICATE AND NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER BY ANY NOTARY PUBLIC.

STATE OF _____

COUNTY OF _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2021, BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC, THE ABOVE NAMED PARTIES, PERSONALLY APPEARED AND ACKNOWLEDGED TO ME THAT THEY HAVE SIGNED THE FOREGOING INSTRUMENTS OF THEIR OWN FREE WILL AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE, AND THAT THE SAME REPRESENTS THE TRUE INTENT AND AGREEMENT OF THE PARTIES.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

UTILITY EASEMENTS:

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING BUT NOT LIMITED TO THE OHIO ELECTRIC POWER AND LIGHT COMPANY, THE OHIO WATER SERVICE COMPANY, AND THE OHIO GAS COMPANY. THE EASEMENTS ARE GRANTED TO THE PUBLIC AND SHALL BE USED FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND SHALL BE USED FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND SHALL BE USED FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO.

DUKE GRANT OF UTILITY EASEMENT:

FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, THE UNDERSIGNED DO HEREBY GRANT TO THE PUBLIC THE ENTIRE LOT #3556, AS SHOWN ON THE PLAT, FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND DOES HEREBY DEDICATE TO THE PUBLIC THE ENTIRE LOT #3556, AS SHOWN ON THE PLAT, FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO.

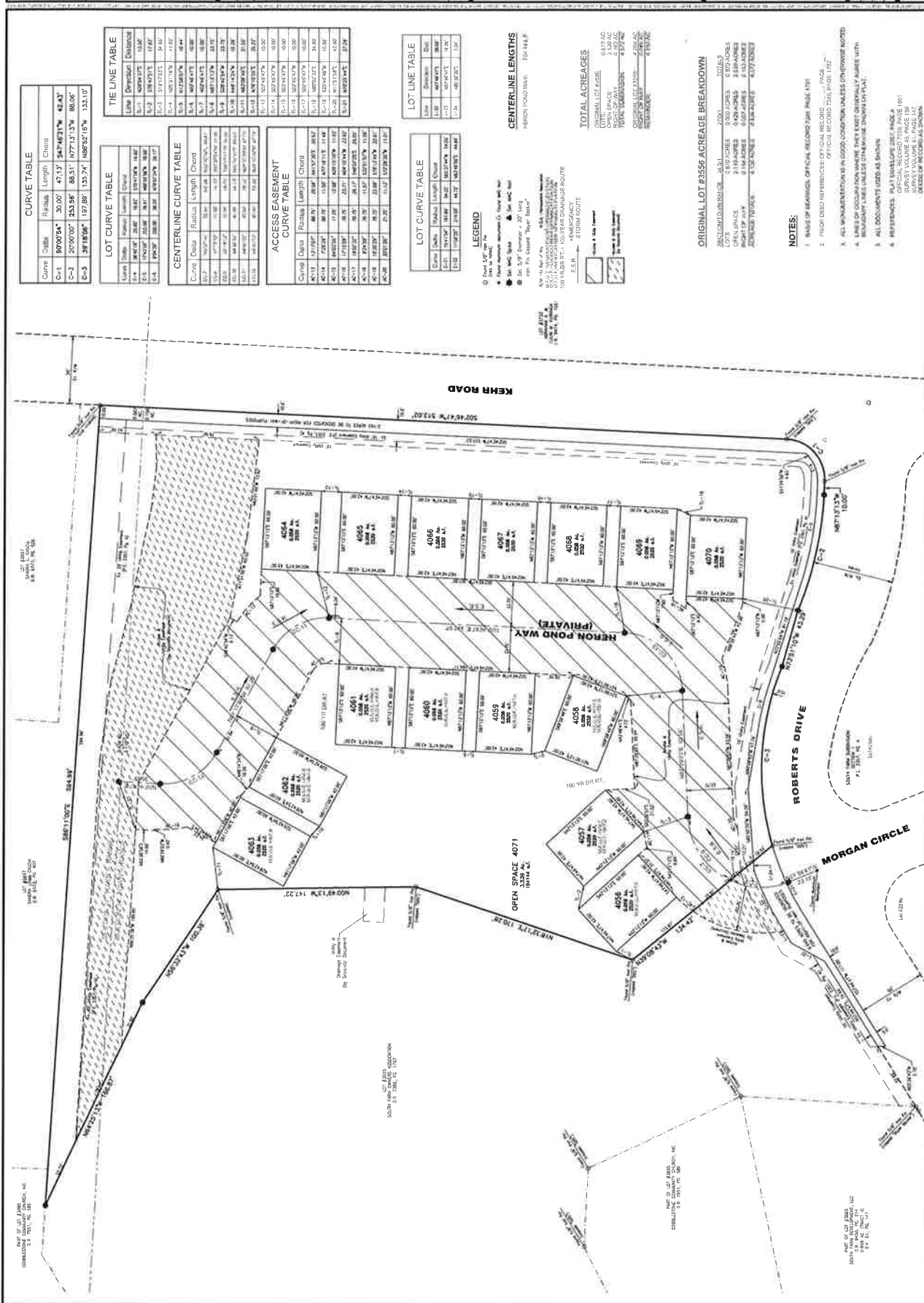
CITY OF OXFORD WATER & SEWER NOTES:

ALL UTILITIES TO BE SERVED BY THE PUBLIC WATER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM 10' CLEARANCE FROM THE BUILDING TO THE UTILITY EASEMENT. THE UTILITY EASEMENT SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO, AND SHALL BE USED FOR THE PURPOSES OF THE CITY OF OXFORD, BUTLER COUNTY, OHIO.



HERON POND
ENTIRE LOT #3556
CONGRESS LANDS WEST OF THE MAHON RIVER
SECTIONS 27 & 34, TOWN S, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO
RECORD PLAT

HERON POND

[illegible]

Curve	Datals	Radius	Length	Chord
1	90°00'54"	30.00'	47.13'	54°46'21"W 42.43'
2	20°00'00"	255.56'	88.51'	N77°13'13"W 88.06'
3	39°18'00"	127.89'	135.74'	N46°52'16"W 33.10'

Curve	Grade	Station	Length	Percent
1	10.00%	10.00	10.00	10.00
2	10.00%	10.00	10.00	10.00
3	10.00%	10.00	10.00	10.00
4	10.00%	10.00	10.00	10.00

CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
1-2	50.0000	10.0000	31.4159	31.4159
2-3	100.0000	5.0000	15.7080	15.7080
3-4	150.0000	3.3333	10.4720	10.4720
4-5	200.0000	2.5000	7.8540	7.8540
5-6	250.0000	2.0000	6.2832	6.2832
6-7	300.0000	1.6667	5.2360	5.2360
7-8	350.0000	1.4286	4.4879	4.4879
8-9	400.0000	1.2500	3.9270	3.9270
9-10	450.0000	1.1111	3.4907	3.4907
10-11	500.0000	1.0000	3.1416	3.1416
11-12	550.0000	.9091	2.8648	2.8648
12-13	600.0000	.8333	2.6180	2.6180
13-14	650.0000	.7692	2.4023	2.4023
14-15	700.0000	.7143	2.2141	2.2141
15-16	750.0000	.6667	2.0420	2.0420
16-17	800.0000	.6250	1.8849	1.8849
17-18	850.0000	.5882	1.7414	1.7414
18-19	900.0000	.5556	1.6094	1.6094
19-20	950.0000	.5263	1.4879	1.4879
20-21	1000.0000	.5000	1.3744	1.3744
21-22	1050.0000	.4762	1.2688	1.2688
22-23	1100.0000	.4545	1.1708	1.1708
23-24	1150.0000	.4348	1.0801	1.0801
24-25	1200.0000	.4167	1.0000	1.0000
25-26	1250.0000	.4000	.9298	.9298
26-27	1300.0000	.3846	.8603	.8603
27-28	1350.0000	.3704	.7915	.7915
28-29	1400.0000	.3571	.7330	.7330
29-30	1450.0000	.3448	.6748	.6748
30-31	1500.0000	.3333	.6217	.6217
31-32	1550.0000	.3226	.5737	.5737
32-33	1600.0000	.3125	.5301	.5301
33-34	1650.0000	.3030	.4909	.4909
34-35	1700.0000	.2941	.4561	.4561
35-36	1750.0000	.2857	.4257	.4257
36-37	1800.0000	.2778	.3998	.3998
37-38	1850.0000	.2703	.3783	.3783
38-39	1900.0000	.2632	.3603	.3603
39-40	1950.0000	.2564	.3457	.3457
40-41	2000.0000	.2500	.3333	.3333
41-42	2050.0000	.2439	.3230	.3230
42-43	2100.0000	.2381	.3137	.3137
43-44	2150.0000	.2326	.3053	.3053
44-45	2200.0000	.2273	.2978	.2978
45-46	2250.0000	.2222	.2911	.2911
46-47	2300.0000	.2174	.2851	.2851
47-48	2350.0000	.2128	.2797	.2797
48-49	2400.0000	.2083	.2749	.2749
49-50	2450.0000	.2040	.2706	.2706
50-51	2500.0000	.2000	.2667	.2667
51-52	2550.0000	.1961	.2631	.2631
52-53	2600.0000	.1923	.2598	.2598
53-54	2650.0000	.1887	.2567	.2567
54-55	2700.0000	.1852	.2538	.2538
55-56	2750.0000	.1818	.2510	.2510
56-57	2800.0000	.1786	.2484	.2484
57-58	2850.0000	.1756	.2459	.2459
58-59	2900.0000	.1727	.2436	.2436
59-60	2950.0000	.1700	.2414	.2414
60-61	3000.0000	.1674	.2393	.2393
61-62	3050.0000	.1649	.2373	.2373
62-63	3100.0000	.1625	.2354	.2354
63-64	3150.0000	.1602	.2335	.2335
64-65	3200.0000	.1579	.2316	.2316
65-66	3250.0000	.1557	.2297	.2297
66-67	3300.0000	.1535	.2278	.2278
67-68	3350.0000	.1514	.2259	.2259
68-69	3400.0000	.1493	.2240	.2240
69-70	3450.0000	.1473	.2221	.2221
70-71	3500.0000	.1452	.2202	.2202
71-72	3550.0000	.1433	.2183	.2183
72-73	3600.0000	.1413	.2164	.2164
73-74	3650.0000	.1394	.2145	.2145
74-75	3700.0000	.1375	.2126	.2126
75-76	3750.0000	.1356	.2107	.2107
76-77	3800.0000	.1337	.2088	.2088
77-78	3850.0000	.1319	.2069	.2069
78-79	3900.0000	.1301	.2050	.2050
79-80	3950.0000	.1283	.2031	.2031
80-81	4000.0000	.1265	.2012	.2012
81-82	4050.0000	.1247	.1993	.1993
82-83	4100.0000	.1229	.1974	.1974
83-84	4150.0000	.1211	.1955	.1955
84-85	4200.0000	.1193	.1936	.1936
85-86	4250.0000	.1176	.1917	.1917
86-87	4300.0000	.1158	.1898	.1898
87-88	4350.0000	.1141	.1879	.1879
88-89	4400.0000	.1123	.1860	.1860
89-90	4450.0000	.1106	.1841	.1841
90-91	4500.0000	.1088	.1822	.1822
91-92	4550.0000	.1071	.1803	.1803
92-93	4600.0000	.1054	.1784	.1784
93-94	4650.0000	.1037	.1765	.1765
94-95	4700.0000	.1020	.1746	.1746
95-96	4750.0000	.1003	.1727	.1727
96-97	4800.0000	.9854	.1708	.1708
97-98	4850.0000	.9677	.1689	.1689
98-99	4900.0000	.9500	.1670	.1670
99-100	4950.0000	.9323	.1651	.1651
100-101	5000.0000	.9146	.1632	.1632
101-102	5050.0000	.8969	.1613	.1613
102-103	5100.0000	.8792	.1594	.1594
103-104	5150.0000	.8615	.1575	.1575
104-105	5200.0000	.8438	.1556	.1556
105-106	5250.0000	.8262	.1537	.1537
106-107	5300.0000	.8085	.1518	.1518
107-108	5350.0000	.7909	.1499	.1499
108-109	5400.0000	.7733	.1480	.1480
109-110	5450.0000	.7557	.1461	.1461
110-111	5500.0000	.7381	.1442	.1442
111-112	5550.0000	.7205	.1423	.1423
112-113	5600.0000	.7029	.1404	.1404
113-114	5650.0000	.6853	.1385	.1385
114-115	5700.0000	.6677	.1366	.1366
115-116	5750.0000	.6502	.1347	.1347
116-117	5800.0000	.6326	.1328	.1328
117-118	5850.0000	.6150	.1309	.1309
118-119	5900.0000	.5975	.1290	.1290
119-120	5950.0000	.5799	.1271	.1271
120-121	6000.0000	.5625	.1252	.1252
121-122	6050.0000	.5449	.1233	.1233
122-123	6100.0000	.5273	.1214	.1214
123-124	6150.0000	.5098	.1195	.1195
124-125	6200.0000	.4923	.1176	.1176
125-126	6250.0000	.4747	.1157	.1157
126-127	6300.0000	.4571	.1138	.1138
127-128	6350.0000	.4396	.1119	.1119
128-129	6400.0000	.4220	.1100	.1100
129-130	6450.0000	.4045	.1081	.1081
130-131	6500.0000	.3869	.1062	.1062
131-132	6550.0000	.3693	.1043	.1043
132-133	6600.0000	.3518	.1024	.1024
133-134	6650.0000	.3343	.1005	.1005
134-135	6700.0000	.3167	.9861	.9861
135-136	6750.0000	.2992	.9677	.9677
136-137	6800.0000	.2817	.9493	.9493
137-138	6850.0000	.2642	.9309	.9309
138-139	6900.0000	.2467	.9125	.9125
139-140	6950.0000	.2292	.8941	.8941
140-141	7000.0000	.2117	.8757	.8757
141-142	7050.0000	.1942	.8573	.8573
142-143	7100.0000	.1767	.8389	.8389
143-144	7150.0000	.1592	.8205	.8205
144-145	7200.0000	.1417	.8021	.8021
145-146	7250.0000	.1242	.7837	.7837
146-147	7300.0000	.1067	.7653	.7653
147-148	7350.0000	.0892	.7469	.7469
148-149	7400.0000	.0717	.7285	.7285
149-150	7450.0000	.0542	.7101	.7101
150-151	7500.0000	.0367	.6917	.6917
151-152	7550.0000	.0192	.6733	.6733
152-153	7600.0000	.0017	.6549	.6549
153-154	7650.0000		.6365	.6365

Curve	Dia ft	Radius	Length	Chord
2-11	42.17	66.75	46.58	84.13
2-14	52.28	82.75	57.50	103.11
2-18	64.33	102.75	71.25	126.37
2-22	78.38	125.75	87.50	154.44

Line	Section	Dist
1-23	103°46'43" E	10.26'
1-24	105°50'28" E	7.04'

Curve	Depth	Radius	Length	Circle
5-21	19.174	14.46	34.22	602.5749
5-22	19.622	2.628	44.22	642.6161

ENTERLINE LENGTHS

TOTAL ACRES

ORIGINAL LOT #4536	0.670 AC
PTS:	3.339 AC
OPEN SPACE	0.163 AC
GHT-OF-WAY	4.277 AC
TOTAL ACRES	8.209 AC

ORIGINAL LOT #3556 ACREAGE BREAKDOWN

SECTION/TOWN/RANGE	34-5-1	27-1-1	TOTALS
LOTS	0 810 ACRES	0 000 ACRES	0 810 ACRES
OPEN SPACE	2 119 ACRES	0 479 ACRES	2 598 ACRES
RIGHT OF WAY	0 164 ACRES	0 000 ACRES	0 163 ACRES
WATER	0 230 ACRES	0 000 ACRES	0 230 ACRES

NOTES:

- | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|---|---|---|---|---|---|---|---|---|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 1 | |

EASEMENT LINE TABLE		
Line	Description	Distance
1 to 2	47°29'45"	19.58
2 to 3	47°29'45"	23.97
3 to 4	47°29'45"	23.97
4 to 5	47°29'45"	18.45
5 to 6	47°29'45"	3.88
6 to 7	47°29'45"	24.25
7 to 8	47°29'45"	1.88
8 to 9	47°29'45"	12.37
9 to 10	136°24'45"	18.75
10 to 11	136°24'45"	242.28
11 to 12	46°12'15"	20.37
12 to 13	46°12'15"	18.37
13 to 14	46°12'15"	22.88
14 to 15	46°12'15"	21.88
15 to 16	46°12'15"	1.88
16 to 17	132°29'45"	44.17

LEGEND

- ◆ Fixed 3/8" Iron Pin
(Load as noted)
- ◆ Fixed minimum moment (1) Fixed end load
- ◆ Set MAC Splice
- ◆ Set MAC Nub
- ◆ Set 5/8" Diameter x 30" Long
Iron Pin Capped "Boyer Becher"

R/W - 1/4 Depth of Web
MAC - E-ANALUM FRONT GEE IRB-EVALUATION
MAC - E-ANALUM FRONT GEE IRB-EVALUATION
MAC - E-ANALUM FRONT GEE IRB-EVALUATION
MAC - E-ANALUM FRONT GEE IRB-EVALUATION

