CITY OF OXFORD
STAFF SUMMARY REPORT

Report to City Manager			Finance Originating Department
Council Meeting Of :	1/17/2017		
Account Code No. :	see below		Joe Newlin Prepared By
Budgeted Amount :			1/11/2017 Date Prepared

Agenda Title:	**2017 Supplemental Budget #1**

Recommendation:	**Approve**

Issue 1
To make adjustment to amended budget for health care reimbursements and associated expenditures over the $75,000 budgeted amount
2016 reimbursements

Action Needed:

Revenue Side

Employee Benefits (230)	270,389.14	2016 Reimbursements from carrier

Expense Side

	-	N/A
Net Effect on Fund Balance/(s) Increase/(Decrease)	270,389.14	

Issue 2
To make adjustment to budget for OVI reimbursements to be received in 2017

Action Needed:

Revenue Side

OVI Task Force (419)	**224,917.00**

Expense Side

Net Effect on Fund Balance/(s) Increase/(Decrease)	**224,917.00**

Issue 3
To make adjustment to budget for additional one time City contribution for lasered claim

Action Needed:

Revenue Side

Employee Benefits (230)	320,000.00	Additional revenue City contribution for monthly health care

Expense Side

General (110)	167,192.38	Additional one time expenditure City contribution from unencumbered balance
Street (122)	25,752.38	Additional one time expenditure City contribution from unencumbered balance
Parking (130)	9,142.86	Additional one time expenditure City contribution from unencumbered balance
Water (321)	42,422.86	Additional one time expenditure City contribution from unencumbered balance

Wastewater (331)	54,613.33	Additional one time expenditure City contribution from unencumbered balance
Refuse (341)	5,638.09	Additional one time expenditure City contribution from unencumbered balance
Fire & EMS (418)	15,238.10	Additional one time expenditure City contribution from unencumbered balance
Employee Benefits (230)	**320,000.00**	**Additional medical expenditures from unencumbered balance**
Net Effect on Fund Balance/(s) Increase/(Decrease)	(320,000.00)	
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	175,306.14	
Breakdown by Fund		
General (110)	(167,192.38)	
Street (122)	(25,752.38)	
Parking (130)	(9,142.86)	
Employee Benefits (230)	270,389.14	
Water (321)	(42,422.86)	
Wastewater (331)	(54,613.33)	
Refuse (341)	(5,638.09)	
Fire & EMS (418)	(15,238.10)	
OVI Task Force (419)	224,917.00	
Net Effect on Fund Balance/(s) Increase/(Decrease)	175,306.14	

Approved By:		Initials	Date
	Department Head:		1/20/17
	City Manager:	DRE	2/2/17

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3381. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 1 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2017.

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

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

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

Employee Benefits Fund 230	270,389.14
OVI Task Force Fund 419	**224,917.00**
Employee Benefits Fund 230	320,000.00

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

General Fund 110	167,192.38
Street Fund 122	25,752.38
Parking Fund 130	9,142.86
Water Fund 321	42,422.86
Wastewater Fund 331	54,613.33
Refuse Fund 341	5,638.09
Fire & EMS Fund 418	15,238.10
Employee Benefits Fund 230	**320,000.00**

SECTION 4: In all other respects, Ordinance No. 3381 shall remain in full force and effect.

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

MAYOR

ADOPTED:
ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meetings of: **February 7 & 21, 2017**

Account Code #: **N/A**

Budgeted Amount: N/A

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

January 20, 2017
Date Prepared

Agenda Title: Authorization to SELL Surplus Real Property

Recommendation: Approve

Discussion:

The Oxford City Council approved Resolution No. 5040 at their January 17, 2017 meeting authorizing the City Manager to enter into a real estate listing agreement with Oxford Real Estate, Inc.

Oxford Real Estate, Inc. listed the City's real property at 4134 Millville Oxford Road for sale and advertised the property on the Multiple Listing Service.

On January 20, 2017, the City was presented with an offer to purchase this property by Mr. John Pellegrini. After rounds of offers and counteroffers, the City reached an agreement with Mr. Pellegrini for a cash transaction at a sale price of $50,000. The buyer understands the sale is at the sole discretion of the Oxford City Council and must be approved by Ordinance. The buyer understands two readings of the Ordinance are necessary, and that closing on the sale may not proceed for 30 days after passage of the Ordinance.

It is Staff's recommendation that the City Council authorize the City Manager to take all measures necessary to complete the sale of real estate known as 4134 Millville-Oxford Rd. (Butler Co. Parcel H4100145000001) at a purchase price of $50,000.00 to Mr. John Pellegrini.

Approved By:

	Initial	Date
Department Head:	MBD	1/23/17
City Manager:	DRE	2/2/17

ORDINANCE NO.

AN ORDINANCE BY OXFORD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO COMPLETE THE SALE OF CITY OWNED PROPERTY LOCATED AT 4134 MILLVILLE OXFORD ROAD (BUTLER COUNTY PARCEL NUMBER H4100145000001) AT A PURCHASE PRICE OF FIFTY THOUSAND DOLLARS ($50,000.00) TO MR. JOHN PELLEGRINI.

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

SECTION 1: Council finds the real estate located at 4134 Millville Oxford Road; Oxford, Ohio, currently owned by the City of Oxford, is not needed for any municipal purpose and that it is in the best interest of the City that said property be sold.

SECTION 2: The City Manager recommends authorization by City Council to take all steps necessary to complete the sale of City owned property located at 4134 Millville Oxford Road at a purchase price of fifty thousand Dollars ($50,000.00) to Mr. John Pellegrini.

SECTION 3: Council hereby authorizes the sale of the property and authorizes the City Manager to take all steps necessary to complete the sale of City owned property located at 4134 Millville Oxford Road (Butler County Parcel H4100145000001) at a purchase price of fifty thousand dollars ($50,000.00) to Mr. John Pellegrini.

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

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Contract to Purchase

Adopted by the
CINCINNATI AREA BOARD OF REALTORS®
DAYTON AREA BOARD OF REALTORS®
For exclusive use by REALTORS®.
This is a legally binding contract. If not understood, seek legal advice.
For real estate advice, consult a REALTOR®.

01/19/2017 (date).

1. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:
Address 4134 Millville Oxford Road City/Township Oxford,
Ohio, Zip Code 45056, County _____, Further described as; 1-19-17
H$100145000001 DRE ("Real Estate").

2. PRICE AND TERMS: Buyer hereby agrees to pay ~~$$45,000.00~~ 55,000 $50,000.00 ("Purchase Price") for the Real Estate, payable as follows: DRE 1-20-17 JMP 01/20/17 7:49AM EST

a) **EARNEST MONEY:** $$500.00 ("Earnest Money") shall be deposited with Century 21, Thacker upon written acceptance of this contract ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"), or returned to the Buyer if this offer is not accepted in writing. Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. The Earnest Money shall be disbursed as follows: (I) If the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller. Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money.

b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or title company trust account check on date of Closing.

3. FINANCING CONTINGENCY: Buyer intends to use the Real Estate for the following purpose: ☐ Owner-occupied ☐ Rental ☐ Other: _____.

☑ **CASH:** Buyer shall provide, to Seller's satisfaction, written verification of funds within 2 calendar days of acceptance of this offer. If Buyer fails to provide written notification, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. Buyer has the right to obtain an appraisal of the Real Estate by a licensed appraiser within_____ calendar days beginning the day following written contract acceptance.

☐ **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) ☐ fixed ☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed _____% of the Purchase Price, (c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (d) for a term of not less than_____years or at a higher rate or shorter term agreeable to Buyer.

☐ **FHA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA, [(1) ☐ fixed or (2) ☐ adjustable] (including FHA closing costs) or ☐ VA (including VA funding fee) first mortgage loan in the maximum allowable amount (b) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (c) for a term of not less than_____years or at a higher rate or shorter term agreeable to Buyer. ☐ Buyer has been provided the FHA **For Your Protection: Get a Home Inspection** disclosure. *When the Buyer is financing through FHA or VA, the Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

☐ **OTHER FINANCING: SEE ATTACHED ADDENDUM**_____

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

Buyer's Initials JMP 01/19/17 11:13AM EST [ ] Date / Time _____ Seller's Initials [ ] [ ] Date / Time DRE 1-19-17

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☐ **Financing Application and Loan Commitment:** Buyer financing qualification letter ☐ is attached ☐ is not attached ☐ shall be provided within_____calendar days of written acceptance of this offer. If Buyer fails to provide documentation of financing qualification letter, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. Buyer shall complete a loan application, including submitting a completed 1003 *(or, lender's required financing application form)*, and provide the selected lender with *"intent to proceed"*, including payment for appraisal (if necessary), within _____ calendar days of written acceptance of this Contract and will make a diligent effort to obtain financing. If Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan approval has been obtained or waived within _____ calendar days of written acceptance of this offer, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

4. **APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's or Lender's appraiser) equal to or greater than the Purchase Price, Buyer shall have the right to terminate this Contract by delivering written notice to Seller on or before the expiration of (i) the time-frame set forth in Section 3 above for obtaining an appraisal in connection with a cash sale or (ii) the time-frame set forth in Section 3 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal Contingency Period, then Buyer's right to terminate this Contract due to appraised value shall be deemed waived.

5. **INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television mounting brackets (excluding televisions), aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following **built-in** appliances: ranges/ovens/microwaves/refrigerators/ dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground fencing transmitter and receiver collars; and parking space(s) number(s)_____ and storage unit number _____(where applicable); **except the following: which are leased in whole or in part** (please check appropriate boxes); ☐ water softener; ☐ security/alarm system; ☐ propane tank; ☐ satellite dish; ☐ satellite dish components: _____. **THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE:** n/a.

THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: n/a.

6. **CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 5 and that they will be free and clear of any debt, lien or encumbrances at closing (except as listed in Section 19 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 5, together with their respective spouses.

7. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate (a) ☐ is ☑ is not located in a Historic District, (b) ☐ is ☑ is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (c) ☐ is ☑ is not subject to a homeowner association assessment, (d) ☐ is ☑ is not subject to a maintenance agreement, (e) ☐ is ☐ is not located in a flood plain requiring insurance, (f) ☐ is ☑ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting unconditional certificate on or before the date of Closing, (g) no orders of any public authority are pending, (h) no work has been performed or improvement constructed that may result in future assessments, (i) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters, and (j) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental conditions within the boundaries of the Real Estate affect the Real Estate except none. Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations, encroachments, shared driveways, party walls, property tax abatements or homestead exemptions affecting the Real Estate except: none and that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the Real Estate, except: none.

Buyer's Initials [BJP 01/19/17 11:13AM EST] Date / Time _____ Seller's Initials [DRB] Date / Time 1-19-17

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8. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES: If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation and other pertinent documents ("Documents") within_____ calendar days of acceptance of this offer. Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval within_____ calendar days of receipt of Documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date, then this Contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of same. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title company. Seller certifies that the current HOA fees are: $_____ ☐ Monthly ☐ Quarterly ☐ Annually and/ or ☐ Other_____.

9. MAINTENANCE: Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 5, including the grounds and improvements thereon. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

10. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☐ selects ☑ does not select a home warranty to be provided by a company to be chosen by_____ and paid for by_____ at an amount not to exceed_____.

11. INSURANCE: Buyer's right to terminate this Contract due to property and flood insurance availability and/or cost must be satisfied during the **Real Estate Inspection Contingency Period (as defined in Section 13 below).** Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries with regard to insurance, including, but not limited to, real, flood and personal property insurance availability and cost. **BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED.**

12. PROPERTY DISCLOSURE FORM: Buyer ☐ has ☑ has not received the Ohio Residential Property Disclosure form.

13. BUYER'S INSPECTIONS: Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to the municipality, zoning, school district, or use of the Real Estate, and Buyer assumes sole responsibility for researching the foregoing conditions. Buyer acknowledges that Buyer has conducted investigations of these conditions and the use of the Real Estate, and has verified that the Real Estate is suitable for Buyer's intended use. Seller also makes no representations with regard to conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), local regulations/development or any other issues of relevance to the Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

REAL ESTATE INSPECTION CONTINGENCY: For purposes of this clause, time is of the essence. The Buyer has the option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to 5_____ calendar days ("Inspection Period") beginning the day following written Contract acceptance to conduct all inspections related to the Real Estate. Inspections regarding the physical material condition, insurability and cost of a casualty insurance policy, boundaries, and use of the Real Estate shall be the sole responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination of the Real Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise required, if any, for its physical condition and overall character, and not upon any representation by the REALTORS® involved. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon reasonable notice. Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.**

Buyer's Initials [BTP 01/19/17 11:13AM EST] Date / Time_____ Seller's Initials [JPRE] Date / Time 1-19-17

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a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to material defect(s), Buyer shall provide written notification of any material defect(s) and the portion(s) of the inspection report which describe the basis for the Buyer's dissatisfaction to the Listing Firm or Seller with a request for corrections desired within the Inspection Period. Buyer and Seller shall have 3 calendar days beginning the day following the date of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. Delivery of the Post-Inspection Agreement or other written notice requesting corrections to material defects will designate the end of the Inspection Period.

If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate in "as is" condition. If written settlement is not reached, with signed copies of settlement agreement physically delivered to the parties or their respective agents within the Settlement Period, and Buyer has not withdrawn the request for corrections in writing, this Contract shall be terminated. Buyer shall have the right to terminate the Contract, prior to reaching written agreement with signed copies physically delivered to the parties or their respective agents, during the Settlement Period. Buyer agrees that minor repairs and routine maintenance items are not to be considered material defects with regard to this contingency.

OR

b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising Buyer's right to terminate this Contract within the Inspection Period, and this Contract shall be terminated.

If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within the Inspection Period stating Buyer's satisfaction and waiver of the contingency. **IF BUYER DOES NOT DELIVER SUCH NOTIFICATION OF SATISFACTION AND WAIVER OF THIS CONTINGENCY OR WRITTEN NOTIFICATION AS IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S RIGHT TO INSPECT SHALL BE DEEMED WAIVED.**

A. ☑ **BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE** to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate. *(The inspection(s) may include, but are not limited to, the following inspections which may or may not be performed by the same or different inspectors on the same or different dates.)*

Air Conditioning	Heating	Roofing	Water Quality / Quantity	Structural	Well / Septic System	
Plumbing	Fireplace	Mold	Electrical	Asbestos	Radon	Infestations	Any other desired by Buyer

B. ☐ **BUYER WAIVES THE REAL ESTATE INSPECTIONS** in A above with the following exception(s): _____.

Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been provided the opportunity to make this Contract contingent upon the results of such inspections.

C. ☐ **BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION** (required by some lenders/types of financing).

☑ **BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.**

D. **LEAD-BASED PAINT INSPECTION:** Buyer ☐ has ☐ has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer ☐ has ☐ has not received the pamphlet *"Protect Your Family From Lead in Your Home"*.

☐ **BUYER SELECTS THE LEAD-BASED PAINT INSPECTION** pursuant to the attached Lead-Based Paint Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection contingency of this Contract.

☑ **BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.**

☐ **NOT APPLICABLE.**

SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY UNKNOWN AND/OR DISCLOSED DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S).

14. PROPERTY SURVEY: Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer. If Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.

Buyer's Initials SHP 01/19/17 TETHAKEST Date / Time _____ Seller's Initials DRE Date / Time 1-19-17

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15. OTHER CONTINGENCIES/AGREEMENTS: ☐ See attached Addenda which are signed by all parties and incorporated into this Contract:

Seller agrees to keep all utilities on until closing

Contingent upon clear title search - buyer to purchase owners title insurance

JMP 01/20/17 7:49AM EST

DRE 1-20-17

16. TITLE INSURANCE: Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is issued. Title insurance is different from casualty or liability insurance. **Buyer is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not required, is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to Closing.**

☑ Buyer selects an Owner's Policy of Title Insurance. If checked, Seller shall pay an amount not to exceed $300 towards the purchase of an Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium. Seller's contribution is payable only if Buyer has selected to obtain the Owner's Policy of Title Insurance at Closing, so that Seller's contribution may be deducted from the proceeds paid to Seller at Closing. This amount shall be in addition to Seller-paid settlement charges stated in Section 3, if any. *Note: Buyer has the option to purchase an Owner's Policy of Title Insurance without Seller contribution, outside the terms of this Contract, if not selected at this time.*

DRE 1-19-17

JMP 01/20/17 7:49AM EST

17. TAXES AND ASSESSMENTS: At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that Buyer is acquiring the Real Estate for agricultural purposes. ☐ If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Sellers payment to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

TAX PRORATIONS: All prorations shall be based upon the most recent available tax rates, assessments and valuations. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays entire taxes due which cover the tax period(s) up to the date of Closing. If new construction, Long Proration method shall apply.

☐ Short Proration Method: ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS TO BE USED - Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and shall supersede the provision to use the Long Proration Method.

ASSESSMENTS: Any special assessments are payable in a single annual installment and shall be prorated on the long proration method.

Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all Closing prorations shall be final, except for the following: (i.e., tax abated property, new construction, etc.) none Buyer shall assume responsibility for above items upon Closing. The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

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

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dotloop signature verification: www.dotloop.com/my/verification/DL-213518752-6-JNZ8

19. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer: ACS Title, Hamilton, Ohio 45013 (name of title company, if known). Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller shall be responsible for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, settlement fees chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower, on 30 days or earlier from acceptance, or earlier as mutually agreed by the parties to be the date of Closing. Title shall be free, clear and unencumbered as of Closing, with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise): none. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens. Make deed to: John M. Pellegrini.

20. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given ☐ at Closing ☐ on or before _____ o'clock ☐ (A.M.) ☐ (P.M.) ☑ (Noon) EASTERN/DAYLIGHT STANDARD TIME on at Closing, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris. **Time is of the essence. If Seller fails to vacate as agreed, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.**

21. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure statement(s).

22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES: An Affiliated Business Arrangement Disclosure ☑ has ☐ has not been executed in conjunction with this contract.

23. COMPANY SPECIFIC PROVISIONS: _____

24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing and other concession data upon inquiry and to the M.L.S. sold database, as applicable, to the extent necessary to adjust price to accurately reflect market value.

25. SOLE CONTRACT: The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. **Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract.** This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes and Internet transmissions are an acceptable method of communication for physical delivery of the Contract in this transaction and shall be binding upon the parties.

26. ELECTRONIC SIGNATURES: Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be recorded at or after Closing or as may be required by Buyer's lender and/or the title insurance company and/or escrow agent.

27. INDEMNITY: Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

28. ACKNOWLEDGMENT: Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

Buyer's Initials JMP 01/19/17 11:13 AM EST Date / Time _____ Seller's Initials _____ Date / Time 1-19-17

dotloop signature verification: www.dotloop.com/my/verification/DL-213518752-6-JN2U

29. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing and physically delivered to Buyer or Buyer's agent on or before 5 o'clock ☐ (A.M.) ☑ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME 01/20/2017. The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

John M. Pellegrini	John M. Pellegrini	dotloop verified 01/19/17 11:13AM EST 7BMS-BQVR-9UCW-653L
Print Buyer's Name	Buyer's Signature	Date/Time
Print Buyer's Name	Buyer's Signature	Date/Time

Buyer's Address

DRE 1-20-17

30. ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are necessary in order to convey the Real Estate. Seller hereby: ☒ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☒ counteroffers according to the above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or Seller's agent on or before 5 o'clock ☐ (A.M.) ☒ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME 1/20/2017.

	Douglas A. [illegible]	1-19-17
Print Seller's Name	Seller's Signature	Date/Time
Print Seller's Name	Seller's Signature	Date/Time

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

REALTORS® TO COMPLETE THE SECTION BELOW WHICH IS NOT A PART OF THE PURCHASE CONTRACT

SELLING REALTOR® Firm: (Principal) Broker Name Century 21, Thacker & Assoc.

Address 3996 Oxford-Millville Rd., Oxford, OH 45056

Broker State License Number _____ Broker MLS Number _____

Contact (Agent) Name Tammy K. Thome

Contact (Agent) State License Number _____ Agent MLS Number _____

Contact (Agent) Email and Phone tammythomec21@gmail.com 5135242221

LISTING REALTOR® Firm: (Principal) Broker Name Oxford Real Estate

Address _____

Broker State License Number _____ Broker MLS Number _____

Contact (Agent) Name Donna Gross

Contact (Agent) State License Number _____ Agent MLS Number 212257

Contact (Agent) Email and Phone donna@oxre.com 5132257837

1. RECEIPT OF EARNEST MONEY

I hereby certify receipt of Earnest Money in the amount of $$500.00 and further certify that the funds have been submitted for deposit with Century 21, Thacker on _____ (date) in accordance with terms herein provided.

Print REALTORS's Name/Firm	REALTOR's Signature	Date/Time

3. DELIVERY OF FINAL CONTRACT TO Oxford Real Estate **ON** _____.
(Agent's Name) (Date/Time)

All applicable timelines run from this date.

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Addendum #1

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.
Approved by Board Legal Counsel
(If not understood, seek legal advice. For real estate advice, consult your REALTOR®.)

REALTOR®

The undersigned Buyer and Seller, having executed a Purchase Contract contract dated January 19, 2017, ("Contract") covering the real property known as 4134 Millville Oxford Rd., Oxford, OH 45056, further agree as follows:

Seller requires explicit approval of Oxford City Council to approve the sale.
This approval is accomplished by Ordinance requiring 2 readings and a 30 day waiting period.
For this purchase contract the 1st reading would be February 7, 2017 and the 2nd reading would be February 21, 2017. Assuming approval of Council, the earliest closing date would be March 23, 2017.

This addendum, upon execution by the parties, becomes an integral part of the Contract. Except as amended or modified by this addendum, the Contract, in all other respects, remains the same.

Date: _____

John M. Pellegrini — dotloop verified 01/20/17 7:49AM EST 3SRK-9VMJ-LBWU-LZ8U

Buyer

Witness: _____

Date: 1-19-17

Bonnie R. Elliott

Seller

Seller

Witness: Donna K. Moses

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE
REDHAWK TITLE, LLC

Date: 01/19/2017

Property: 4134 Millville-Oxford Rd., Oxford, OH 45056

Please accept this document as notice under the Real Estate Settlement Procedures Act that Century 21 Thacker and Associates has a business relationship with Redhawk Title, LLC. More specifically, Sarah Benza, Inc., Century 21 Thacker and Associates ("Century 21 Thacker"), and Sojourners Title Agency, LLC ("Sojo Title") have entered into an Affiliated Business Arrangement, wherein Century 21 Thacker owns 24%, Sarah Benza, Inc. owns 25%, and Sojo Title owns 51 % of Redhawk Title, LLC. Because of this relationship, this referral may provide Century 21 Thacker a financial or other benefit.

Set forth below are the estimated charges or range of charges for Redhawk Title, LLC. You are NOT required to use Redhawk Title, LLC as a condition of:

- The settlement of your loan on or for the purchase of your property or any refinance of that property; or
- The receipt of title insurance on said property

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates quoted by Redhawk Title, LLC may not be the lowest available and are subject to change. Actual charges may vary according to the particular circumstances underlying the transaction including but not limited to: (1) the property value; (2) coverage and limits; (3) other requested items and services; (4) unusual market conditions; and (5) other circumstances. For a free, no obligation quote, please contact Redhawk Title, LLC directly at (513) 333-7200.

- Owner's title policy and Lender's title policy
  Charges are based on coverage provided. Call for quote (based on rates filed with the State of Ohio Department of Insurance).

- Closing Protection Coverage
  $40.00 lender
  $20.00 buyer
  $35.00 seller

- Settlement Services / Closing Fee
  $400-$500.00 buyer
  $25.00-$50.00 seller

- Attorney Fees (Deed Preparation)
  $100.00 (Seller)

- Recording Fees
  Actual cost as amounts vary based on county. Please call for a quote.

ACKNOWLEDGEMENT

I/we have received and read this AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE document, understand that the Ownership of Century 21 Thacker is referring me/us to purchase the above described services, and understand that Century 21 Thacker may receive a financial or other benefit as the result of this referral.

Douglas R. Elliott 1-19-17 John M. Pellegrini dotloop verified 01/19/17 11:14AM EST NKBI-OQZ4-4950-VN6G

Seller Date Buyer Date

Seller Date Buyer Date

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dotloop signature verification: www.dotloop.com/my/verification/DL-213519010-4-3022

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 4134 Millville-Oxford Rd.

Buyer(s): John M. Pellegrini

Seller(s): City of Oxford

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Tammy K. Thome (AGENT(S)), and Century 21, Thacker (BROKERAGE).

The seller will be represented by Donna Gross (AGENT(S)), and Oxford Real Estate (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s) _____ work(s) for the buyer and

Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:*

_____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

☐ represent only the *(check one)* ☐ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

John M. Pellegrini — dotloop verified 01/19/17 11:14AM EST TMQU-YJKI-FJ7D-4PEW	Donna R. Gross 1-19-17
BUYER/TENANT	SELLER/LANDLORD
BUYER/TENANT	SELLER/LANDLORD

Effective 01/01/05

dotloop signature verification: www.dotloop.com/my/verification/DL-213649944-16-6917

dotloop signature verification: www.dotloop.com/my/verification/DL-213519000-4-3G22

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

EQUAL HOUSING OPPORTUNITY

Buyer's Initials: JMP 01/19/17 11:14AM EST

Seller's Initials: DRC 1/19/17

Effective 01/01/05

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: **February 7, 2017**

Account Code No. #:

Jung-Han Chen
Prepared By

Budgeted Amount:

January 25, 2017
Date Prepared

Agenda Title: **Planning Commission Meeting Report –January 10, 2017**

Zoning Items

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

The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut St. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot. This is a combined Preliminary and Final PUD application because this is a single phase development that redevelopment of the sites from both sides of Arrowhead would take place during the same timeframe. The applicant provided a revised site plan with a different arrangement of parking lot behind the amenity building for consideration. The number of parking spaces will remain the same.

The Planning Commission went through a lengthy discussion about this project and the design standards of the project and based upon the revised site plan submitted on 1-10-17 and the presentation made by the Applicant, the Planning Commission voted 7-0-0 recommending approval to City Council by waiving the site development regulations as identified by staff and subject to the following conditions:

1. Additional trees shall be planted, equally distributed, between the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff will work with the applicant concerning the distribution of these trees.
2. The parking spaces on the south side of the drive between building A and B will be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

New Business

Livable Streets (Complete Streets) policy.
The Planning Commission reviewed the draft language and made modifications to the document and voted to recommend City Council for adoption.

Approved by:

	Initial	Date
Department Head:	JHC	1/27/17
City Attorney:		
City Manager:	DRE	2/2/17

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: February 8, 2017

Account Code No. #:

Budgeted Amount:

Community Development
Originating Department

Sam Perry
Prepared By

January 31, 2017
Date Prepared

HAPC MEETING REPORT – January 4, 2017

New Business

HAPC-2017-03 19 W Walnut Street, installation of vinyl siding over existing wood siding, **Mitch Messler, Applicant**

This Certificate of Appropriateness (COA) was to cover the existing siding with vinyl siding during a downtime. It was determined appropriate by the HAPC primarily because of the previous alterations to the building. The COA was approved on the condition that the window frames be made deeper to improve the visibility of the profile around the openings.

HAPC-2017-02 104 W. High Street, demolition and construction of a new mixed use structure, **Scott Webb, Applicant, Agent**

This COA is for approval to demolish the existing commercial building known as Phan Shin and replace it with a multi-story mixed use building connecting back to the alley. A pre-application discussion was held in December. The building façade is proposed to meet the two adjacent buildings but include a recessed area at grade for outdoor dining. The upper portion of the façade would be three-story stepping back to four. The portion of the building in the alley would be four stories. The façade would include brick detailing around the windows and cornice trim with integrated building identification. The HAPC found that the decision criteria for building removal and replacement had been met. The Commission approved the COA with a 5-0 vote as well as a condition that outstanding details be reviewed and approved by the HAPC or designee, prior to the issuance of a building permit.

Administrative Approvals

HAPC-2016-20-ADM 108 E Church Street, window replacement, **Stan Miller, The Invisible Window, Applicant/Agent**

This administrative review was approved prior to the meeting. Window replacement to vinyl one over one design; except that stained glass will remain.

HAPC-2017-01-ADM 12 S. Beech Street, formerly Stella, wall and roof signage, **ChunXi Kitchen, Xiauqwei Ren, Applicant**

This administrative review was approved prior to the meeting. Roof sign face change and gable wall sign along with building trim to be re-painted to a tone compatible with the existing unpainted brick.

Announcements

HAPC is still seeking a seventh commission member to serve. The member could be a non-resident but would have to be a business owner, resident or property owner within one of the three Oxford historic districts.

The February 1 regular meeting was cancelled due to lack of applications. The next regular meeting is March 1 at 6:00 p.m. at 118 W. High St.

Department Head:	JHC / 1/31/17
City Attorney:	/
City Manager:	DRE / 2/2/17

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: January 17, 2017

Mary Ann Eaton
Prepared By

Account Code No. #: 110.465.52331

Budgeted Amount: $8,000.00

January 5, 2017
Date Prepared

Agenda Title: Ordinance To Approve Current Replacement Pages To The Oxford Codified Ordinances.

Recommendation:

Discussion:

The Oxford Codified Ordinances are updated once each year to incorporate Ordinances adopted by City Council as well as changes in State laws. This Ordinance shall approve the update.

The update includes legislation adopted through November, 2016.

*** Copies of the replacement pages (Exhibit "A") are available at City Hall during normal business hours ***

Approved By:

	Initial	Date
Department Head:		
City Manager:	DRE	1-13-17

ORDINANCE NO.

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES OF THE OXFORD CODIFIED ORDINANCES.

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

SECTION 1: Council has determined that certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution. Various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances. The City has heretofore entered into a contract with Walter H. Drane Co. to prepare and publish revisions which are before Council.

SECTION 2: The Ordinances of the City of Oxford, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2016 Replacement Pages so the Codified Ordinances are hereby approved and adopted.

SECTION 3: The following sections and chapters are hereby added, amended or repealed and respectfully indicated in order to comply with the current State law:

Traffic Code

301.04	Bicycle; Motorized Bicycle; Moped. (Amended)
301.19	Motorcycle. (Amended)
303.081	Impounding Vehicles on Private Residential Property. (Amended)
303.082	Tow Away Zones. (Amended)
331.21	Right of Way of Public Safety or Coroner's Vehicle. (Amended)
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Added)
335.021	Ohio Driver's License Required for In State Residents. (Added)
335.031	Driving With Probationary License; Curfew. (Amended)
335.09	Display of License Plates. (Amended)
335.10	Expired or Unlawful License Plates. (Amended)
335.111	Registration within Thirty Days of Residency. (Added)
335.12	Stopping After Accident Upon Streets. (Amended)
335.13	Stopping After Accident Upon Property Other Than Street. (Amended)
341.01	Definitions. (Amended)
341.03	Prerequisites to Operation of a Commercial Vehicle. (Amended)
341.05	Criminal Offenses. (Amended)
341.06	Employment of Drivers of Commercial Vehicles. (Amended)
351.04	Parking Near Curb; Handicapped Parking. (Amended)
373.02	Riding Upon Seats; Handlebars; Helmets and Glasses. (Amended)

General Offenses Code

501.06	Limitation of Criminal Prosecution. (Amended)
505.071	Cruelty to Companion Animals. (Amended)
513.02	Gift of Marihuana. (Amended)
513.03	Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04	Possessing Drug Abuse Instruments. (Amended)
513.05	Permitting Drug Abuse. (Amended)
513.07	Possessing or Using Harmful Ingredients. (Amended)
513.08	Illegally Dispensing Drug Samples. (Amended)
513.11	Possessing Nitrous Oxide in Motor Vehicle. (Amended)

513.12	Drug Paraphernalia. (Amended)
513.121	Marihuana Drug Paraphernalia. (Amended)
513.13	Counterfeit Controlled Substances. (Amended)
525.15	Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.01	Liquor Control Definitions. (Amended)
529.07	Open Container Prohibited. (Amended)
537.051	Menacing by Stalking. (Amended)
537.10	Telecommunications Harassment. (Amended)
541.04	Criminal Mischief. (Amended)
541.10	Vehicular Vandalism. (Amended)

Fire Prevention Code

1519.04	Fireworks Possession, Sale or Discharge Prohibited. (Amended)

SECTION 4: The complete text of the Traffic and General Offenses and Fire Prevention Code sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are attached hereto and incorporated herein by reference as Exhibit A. Any summary publication of this Ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: February 8, 2017

Account Code No. #:

Budgeted Amount:

Community Development
Originating Department

Sam Perry
Prepared By

January 31, 2017
Date Prepared

Agenda Title: **Board of Zoning Appeals Meeting Report – January 18, 2017**

Adjudication Hearings

BZA-2017-01, 5966 Fairfield Road, variances to Section 1143.02(c)(2)C side yard requirements and Section 1129 permitting requirements, **Kyle Murr, Applicant**
The applicant requested a variance to reduce the residential side yard setback requirement from 8 feet to 1.5 feet for a lean-to addition for boat storage. The applicant also requested a variance from the building permit requirement. Staff and the applicant presented information to the board. No neighbors spoke to the board. The board deliberated finding that the requests were substantial, negatively altered the essential character of the neighborhood and were not with the spirit and intent of the Zoning Code. The variances were denied 4-0.

BZA-2017-02, 4328 Kehr Road, variance to Section 1141.01(a)(1)C accessory total square foot area, **Erik Steffen, Applicant/Agent**
The applicant requested a variance from the maximum square footage allowed for residential accessory buildings. A dilapidated garage had been removed and a 120 square foot shed was to remain on this 4 acre property. The applicant proposed a new three bay garage, which would result in combined total outbuildings of 1,272 square feet. The outbuilding limit for the subject property is 667 square feet, based upon 50% of the home size. The board deliberated finding that the request for additional outbuilding square footage was not substantial. The variance was approved 4-0.

BZA-2017-03, 5299 College Corner Pike, variance to Section 1143.12(d)(4)(A) building façade window and transparent door requirements, **Sheldon Jennings, O'Reilly Auto Parts, Applicant/Agent**
The applicant requested relief from the minimum window percentage required for building facades in the General Business Zoning District. The requirement is intended to ensure a storefront exists while avoiding buildings facing away from the street. The proposal is to build a new auto parts retail store on an existing vacant lot (formerly Oxford Baptist Church). A building permit has not been submitted for review. However, the architect applied for this variance to reduce the window percentage from 60% to 45%. The board deliberated finding that the variance was not substantial, did not negatively alter the character and that it was within the spirit and intent of the Zoning Code. The variance was approved 4-0.

The February BZA meeting is cancelled due to lack of applications. The next regular BZA meeting is Wednesday, March 1, 2017 at 7:30 p.m. at 118 West High St.

Approved By:

	Initial	Date
Department Head:	JMC	1/27/17
City Attorney:		
City Manager:	DRE	2/2/17

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation
Originating Department

Council Meeting Of: Feb. 7, 2017

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: Jan. 17, 2017

Agenda Title: Recreation Advisory Board Meeting, 1/12/17

Recommendation: Approve

Attendance:
Recreation Advisory Board: Edna Southard, Wes Cole, Kevin Ackley
TRI Board: Tom Holmes, Doug Curry, Kris Winkler, Marvin Wilhelm, Jim Squance
OPRD Staff: Casey Wooddell, Jake Richardson, Ryan Himes
Not present: Deanna Barbour, Craig Bennett, Shaunna Tafelski, Jay Bennett, Ken Bogard

Discussion:
Once per year, the Parks and Recreation Director coordinates the Recreation Advisory Board and TRI Foundation Board for a joint meeting. This meeting was held on 1/12/17 at 12:00noon at LaRosa's.

Casey Wooddell, Jake Richardson and Ryan Himes from Oxford Parks and Recreation all provided updates, highlights and accomplishments from 2016. Mr. Wooddell provided a PowerPoint presentation to the board members, including information related to revenues, program statistics, staff changes, projects and accomplishments, plans for the new aquatic center and major issues facing each board in 2017. The Recreation Advisory Board will be heavily focused on the design and fundraising for the new aquatic center, while the TRI Board will make decisions related to building upgrades for the TRI Community Center, as well as future plans for the current pool site once the new aquatic center is constructed.

Mr. Richardson provided statistics and information related to sports programming in 2016, while Mr. Himes provided statistics and information related to youth, teen and community programs. OPRD staff members also included new ideas and program enhancements being scheduled for 2017.

Meeting adjourned, 1:10pm.

Approved By:	Initial	Date
Department Head:	CDW	1/17/17
City Manager:	DRE	2/2/17

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: **February 8, 2017**

Account Code No. #: 144.490.64702

Sam Perry
Prepared By

Budgeted Amount: $670,000

January 30, 2017
Date Prepared

Agenda Title: **Authorization to Approve Contract with W.G. Stang LLC for Construction of Oxford Recreational Trail Phase 1**

Discussion:
In 2014, the City was awarded up to $500,000 from Ohio Department of Natural Resources Clean Ohio Fund for the Oxford Recreational Trail Phase I between Kelly and Bonham Road. Up to $500,000 will be reimbursed to the City if the project cost meets or exceeds $667,000. (75% ODNR / 25% Local match). Approximately $80k has already been spent on design.

Numerous grants and other donations have been received for the local match as a result of OVB/Enjoy Oxford's leadership efforts in raising support. City staff time is also counted toward the local match. MetroParks of Butler County assisted in obtaining a flood study for an earthen berm at the covered bridge, which counts toward the local match. The earthen berm reduced the project cost significantly instead of an engineered ramp alternative.

Legal notice was published in December 2016 in the Eaton Register Herald, Hamilton Journal-News and Cincinnati Enquirer as well as posting on the City of Oxford website. 34 interested parties either purchased hard copy plans or downloaded plans from the City website. The City offered two bid schedule options in order to encourage completion ahead of the ODNR deadline of June 30, 2017. Six companies provided bids for this project with the following results:

W.G. Stang LLC	**$535,596.00**	**June 1, 2017**
Bray Construction Services	$625,175.00	June 15, 2017
Ohio Irrigation Lawn Sprinkler Systems, Inc.	$626,297.60	June 15, 2017
Sunesis Construction	$635,024.95	June 15, 2017
Sunesis Construction	$650,971.73	June 1, 2017
Ohio Heavy Equipment/dba Loveland Paving	$674,841.13	June 15, 2017
Ohio Irrigation Lawn Sprinkler Systems, Inc.	$686,297.60	June 1, 2017
Brumbaugh Construction	$725,605.00	June 15, 2017

The City has worked with W.G. Stang LLC in the past with successful results. Additionally W.G. Stang has recently completed recreational trail projects in other communities.

It is Staff's recommendation that the City Council authorize the City Manager to sign an agreement with W.G. Stang LLC for Oxford Recreational Trail Phase 1 at a cost of $535,596.00. Staff is requesting an additional 10% contingency for the project, for the total amount not to exceed **$589,155.60.**

Approved by:

	Initial	Date
Department Head:	JHC	1/27/17
City Attorney:		
City Manager:	DRE	2/2/17

RESOLUTION NO.

A RESOLUTION BY OXFORD CITY COUNCIL ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH W.G. STANG LLC FOR OXFORD RECREATIONAL TRAIL PHASE I AT A COST OF $535,596.00 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE $53,559.60, FOR A TOTAL COST NOT TO EXCEED $589,155.60.

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

SECTION 1: The City advertised for bids in the *Eaton Register Herald*, the *Hamilton Journal-News*, the *Cincinnati Enquirer*, and on the City's website in December of 2016. Two bid schedule options were offered and eight (8) sealed bids were provided by six (6) companies and were opened and publicly read on January 20, 2017. W.G. Stang LLC provided a bid in the amount of $535,596.00.

SECTION 2: The City Manager and the Community Development Director recommend Council find the bid of W.G. Stang LLC to be the lowest and best bid and accept the bid of W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of $535,596.00 plus a contingency amount of ten percent (10%) of the contract price or $53,559.60 for a total cost not to exceed $589,155.60.

SECTION 3: Council hereby find the bid of W.G. Stang LLC to be the lowest and best and accepts the recommendation of the City Manager and the Community Development Director and accepts the bid of W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of $535,596.00 plus a contingency amount of ten percent (10%) of the contract price or $53,559.60 for a total cost not to exceed $589,155.60.

SECTION 4: Council further authorizes the City Manager to enter into a contract with W.G. Stang LLC for the Oxford Recreational Trail Phase I at a cost of $535,596.00 plus a contingency amount of ten percent (10%) of the contract price or $53,559.60 for a total cost not to exceed $589,155.60.

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: **February 7, 2017**

Account Code #: Multiple Accounts – All Funds

Budgeted Amount: $675,000.00

Service Department
Originating Department

Michael B. Dreisbach, Service Director
Prepared By

January 30, 2017
Date Prepared

Agenda Title: Purchase of Electricity Generation Supply for City of Oxford Municipal Accounts Serviced by Duke Energy of Ohio

Recommendation: Approve

Discussion:

The 2017 operating budget includes approximately $675,000 for the purchase of electricity for City operated buildings and structures, recreation areas, street lighting, and traffic control. The vast majority of City electrical needs are serviced by Duke Energy while a small portion of accounts are serviced by Butler Rural Electric. The City currently consumes approximately 5 million kilowatt hours of electricity annually for our operations.

In April 2014, the City renewed an agreement with Duke Energy Retail Sales, LLC **(now known as Dynegy Energy Service, LLC)** to provide for the generation of electrical power for City facilities and operations. This agreement provided pricing of $0.0533 per kilowatt hour of electricity ($0.0425 for street lighting) through April 2017.

City Staff requested new pricing from Dynegy to determine if the City should extend our current agreement for electric power generation. Dynegy provided new pricing, guaranteed for a period of 36 months, of $0.0469 per kilowatt hour ($0.0369 for street lighting). This pricing is advantageous to the City compared to our current agreement. The new pricing should result in savings of approximately $30,000 annually for City operations. This pricing was valid on Jan. 27, 2017. Given the nature of the commodity markets, Dynegy will only hold this price for a 24 hour period. **Staff will obtain refreshed rates on the day of the next Council meeting, February 7, 2016. The amount of the refreshed rates may vary from what is stated in this report due to fluctuations in the markets.**

The City continues to be able to purchase electricity (generation) at lower prices than in the previous two contracts. For reference, in 2011, the City was paying 5.49 cents per kilowatt/hour. In the proposed agreement with Dynegy, we will be paying only 4.69 cents per kilowatt/hour, a decrease of ~15%.

It is Staff's recommendation that the City Council authorize the City Manager to sign agreements with Duke Energy Retail Sales, LLC for the procurement of electricity generation services for a 36 month period beginning April 2017.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DRE	2/2/17

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DYNEGY ENERGY SERVICE, LLC FOR THE PROCUREMENT OF ELECTRICITY GENERATION AND TRANSMISSION FOR THE CITY'S CONSUMPTION FOR A PERIOD OF THIRTY SIX MONTHS BEGINNING APRIL 2017.

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

SECTION 1: As previously adopted by Council for the City of Oxford, the 2017 operating budget includes $675,000.00 for the purchase of electricity for City buildings, structures, recreation areas, street lighting, and traffic control.

SECTION 2: The City Manager and the Service Director recommend Council authorize the City Manager to enter into an agreement with Dynegy Energy Service, LLC for the procurement of electricity generation and transmission for the City's consumption for a period of thirty six months beginning April 2017.

SECTION 3: Council accepts the recommendation of the City Manager and the Service Director and hereby authorizes the City Manager to enter into an agreement with Dynegy Energy Service, LLC for the procurement of electricity generation and transmission for the City's consumption for a period of thirty six months beginning April 2017 at a kilowatt/hour rate not to exceed ___cents per kilowatt hour (kWh) and for street lighting accounts, at a cost not to exceed ___cents per kilowatt hour (kWh). The agreement shall be in a form acceptable to the City Law Director.

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

_____
MAYOR

ADOPTED: February 7, 2017

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

DUKE ENERGY RETAIL SALES, LLC

ADDENDUM #2 TO THE RETAIL POWER SALES AGREEMENT

DUKE ENERGY RETAIL SALES AND THE CITY OF OXFORD

AGREEMENT NO. 374- DATED 10/23/2009

Pricing & Term Description:

For energy and capacity delivered beginning with the May 2014 meter read date(s) and extending to April 2017.

(Please select one)

☐ 12-months (April 2015) Energy & Capacity charge of **$0.0567 per kWh**
☐ 24-months (April 2016) Energy & Capacity charge of **$0.0553 per kWh**
☒ 36-months (April 2017) Energy & Capacity charge of **$0.0533 per kWh**

All Lighting accounts (street and traffic) will be served at **$0.0425** cents per kWh for the term selected above.

The pricing and terms contained in Addendum #2 may be voided by Duke Energy Retail Sales, LLC unless signed and returned to Duke Energy Retail Sales, LLC by Noon on 04/16/2014 cal 4/16/2014

Acceptance and Approval

THE CITY OF OXFORD		DUKE ENERGY RETAIL SALES, LLC	
SIGNATURE:	Douglas R. Elliott, Jr.	SIGNATURE:	Chris A. Eyer
PRINT NAME:	Douglas R. Elliott, Jr.	PRINT NAME:	CHRIS A. EYER
TITLE:	City Manager	TITLE:	SALES MANAGER
DATE:	4/15/14	DATE:	04/14/2014

DYNEGY

ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Variable Pricing for Large Commercial Customers
Issued: 1/27/2017

This offer is presented to **CITY OF OXFORD** ("Customer") by Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC ("Supplier") for all of the electricity requirements at the service location(s) listed below (each service location referred to as an "Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms & Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Electric Distribution Utility ("EDU") noted in Table 1 which will allow Supplier to provide electricity to each Account.

THIS EXECUTABLE OFFER EXPIRES AT 11:59PM ON 1/27/2017

TABLE 1: TERM AND PRICE			
Term Begins on Date of Meter Read In:	**April 2017**		
Term Ends on Date of Meter Read In:	***Customer Initial in one box below to elect Term and associated Price:***		
	April 2018	April 2019	April 2020
Power Price ($/kWh) *(If blank, N/A)*:	$0.0489	$0.0489	$0.0469
Additional Voluntary Renewable Charge:	0	0	0
Voluntary Renewable Quantity (%):	0	0	0
Electric Distribution Utility:	Duke Energy Ohio ("EDU" or "Utility")		
Regional Transmission Organization *(if blank, N/A)*:	PJM ("RTO")		
Agent/Broker/Consultant *(If blank, N/A)*:			

TABLE 2: ACCOUNT INFORMATION		
EDU Account # / FirstEnergy Customer # / AEP Service Delivery Indicator	**Bill Group**	**Service Location**
See attached list (29 accounts)		

This offer is contingent on acceptance by the EDU of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDU which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date last signed by the parties.

City of Oxford, Ohio ("Customer") **Signature:** _____ **Print Name:** _____ **Print Title:** _____ **Date:**	**Customer Notice Information** **ATTN:** **Mike Dreisbach** **Street:** **101 East High Street** **City/State/ZIP:** **Oxford, OH, 45056** **E-mail:** **mdreisbach@cityofoxford.org** **Phone:** **(513) 524-5206**
DYNEGY ENERGY SERVICES (EAST), LLC d/b/a DYNEGY ENERGY SERVICES, LLC ("Supplier") **Signature:** _____ **Print Name:** _____ **Title:** _____ **Date:** _____	**Upon signature and completion above, please return all pages of this Agreement by E-mail to your Sales Representative and DynegyEnergyServicesOhio@dynegy.com**

DYNEGY

ELECTRIC SERVICE AGREEMENT

EXHIBIT A – Variable Pricing
Issued: 1/27/2017

This Exhibit A and the associated Terms & Conditions (collectively "Agreement") is between Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC and Customer for all electricity requirements at the Service Location(s) listed in Table 2, each an "Account". This Agreement becomes effective on the date this Exhibit A is signed by Customer.

THIS EXECUTABLE OFFER EXPIRES AT MIDNIGHT ON «EXPIREDATE»

TABLE 1: PARTIES, TERM AND PRICE	
Seller:	**Dynegy Energy Services (East), LLC ("Supplier")**
Buyer:	**City of Oxford, Ohio ("Customer")**
Electric Distribution Utility:	Duke Energy Ohio ("EDU" or "Utility")
Regional Transmission Organization:	PJM ("RTO")
Agent/Broker/Consultant *(If blank, N/A)*:	

Customer Initial	Term Begins on Date of Meter Read In: Month & Year	Term Ends on Date of Meter Read In: Month & Year	Power Price ($/kWh)
	APRIL 2017	April 2018	**$0.0379**
	APRIL 2017	April 2019	**$0.0375**
	APRIL 2017	April 2020	**$0.0369**

Additional Voluntary Renewable Charge:	**0**	**0**	**0**
Voluntary Renewable Quantity (%):	**0**	**0**	**0**

TABLE 2: ACCOUNT INFORMATION		
EDU Account # / FirstEnergy Customer # / AEP Service Delivery Indicator	**Bill Group**	**Service Location**
See attached (10 accounts)		

By signing below, you certify that 1) you are authorized to enter into this Agreement with Supplier, 2) each Account is for non-residential use, 3) you are not a mercantile customer as defined by the Public Utilities Commission of Ohio, 4) you have read the Terms & Conditions of this Agreement and Customer will be bound by such Terms & Conditions, and 5) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the EDU which will allow Supplier to provide retail electric services.

CITY OF OXFORD, OH	**Customer Notice Information**	
	ATTN:	**Mike Dreisbach**
Signature: _____	**Street:**	**101 East High Street**
Print Name: _____	**City/State/ZIP:**	**Oxford, OH, 45056**
Print Title: _____	**E-mail:**	**mdreisbach@cityofoxford.org**
Date:	**Phone:**	**(513) 524-5206**

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and return all pages of this Agreement by E-mail to your Sales Representative and DynegyEnergyServicesOhio@dynegy.com

Supplier will forward all necessary documents to the Utility.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: January 17, 2017

Jung-Han Chen
Prepared By

Account Code No. #:

Budgeted Amount:

January 10, 2017
Date Prepared

Agenda Title:	**Amend Oxford Property Maintenance Code Chapter 7, Fire Safety Requirements, Specifically Section 704 Fire Protection Systems to Reflect Mandate from the Ohio Residential Code**

Recommendation:	**Approval**

Discussion:
The proposed legislation is to amend the Oxford Property Maintenance Code to reflect changes made to the Ohio Residential Code in 2016 dealing with new and remodeling work on one to three family dwelling units.

The Ohio Residential Code and the Oxford Property Maintenance Code are consistent with the locations for smoke detector placement. The major difference is that the Ohio Residential Code requires photoelectric and ionization detectors on each level, while the Oxford Property Maintenance only requires photoelectric. Therefore, it is necessary to amend the Oxford Property Maintenance to conform to the 2016 Ohio Residential Code, since the Ohio Residential Code governs the residential building construction requirements.

Approved By:		**Initial**	**Date**
	Department Head:	JHC	1/10/17
	City Manager	DRE	1/10/17

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD PROPERTY MAINTENANCE CODE CHAPTER 7 ENTITLED FIRE SAFETY REQUIREMENTS AND ADOPTING NEW OXFORD PROPERTY MAINTENANCE CODE CHAPTER 7 ENTITLED FIRE SAFETY REQUIREMENTS.

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

SECTION I: Council hereby finds that in order to protect and promote the public health, safety and welfare of its citizens, it is in the best interest of the citizens of Oxford that its Property Maintenance Code Chapter 7 be modified to reflect a mandate from the State of Ohio.

SECTION II: Council hereby repeals Oxford Property Maintenance Code Chapter 7 and adopts new Oxford Property Maintenance Code Chapter 7 as follows:

CHAPTER 7 FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

PMC 701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

PMC 701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

PMC 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the City of Oxford Fire Code.

PMC 702.2 Aisles. The required width of aisles in accordance with the City of Oxford Fire Code shall be unobstructed.

PMC 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the City of Oxford Building Code.

PMC 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

PMC 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

PMC 703.2 Opening protectives. Required opening protective shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

PMC 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the City of Oxford Fire Code.

PMC 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. In each room used for sleeping purposes, **a photoelectric smoke technology is required**

2. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms, **a photoelectric smoke technology is required**

3. On each story within each dwelling unit, including basements and habitable attics but not including crawl spaces and uninhabitable attics. ~~In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level,~~ **both photoelectric and ionization technologies are required.**

~~**704.3** Smoke Alarm Type. Effective March 1, 2014, smoke alarms required under PMC 704.2(2)(on the ceiling or wall outside sleeping area): PMC 704.2.(3) (on each level) must~~

~~include photoelectric type detectors , and any new or replacement smoke alarms installed within a sleeping room after that date shall be photoelectric type detectors.~~

~~704.4~~ **704.3 Power source.** In Group R or I-1 occupancies, single- station smoke alarms shall ~~receive~~ their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

> **Exception:** Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

~~704.5~~ **704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm shall activate all alarms within the dwelling unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise level with all intervening doors closed.

Exceptions:

1. Interconnection is not required in building which are not undergoing alterations, repairs or construction of any kind.

2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or bas3ement available which could provide access for interconnection without the removal of interior finishes.

~~3. Where ionization type interconnected detection systems were installed prior to March 1, 2014, the requirement for photoelectric detectors may be satisfied either by replacing the interconnected detectors or by installing supplemental, battery-powered, individual detectors and maintain both systems. After March 1, 2017, all interconnected detection systems shall be changed out to photoelectric type detectors.~~

~~4.~~

~~704.6~~ **704.5 Fire Extinguisher.** All rental units for which a permit is required pursuant to PM-310 (Rental Permits) shall be equipped with a fire extinguisher in or near the kitchen.

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 7, 2017

Account Code No. #:

Jung-Han Chen
Prepared By:

Budgeted Amount:

January 25, 2017
Date Prepared:

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

Recommendation: Approval

Discussion:
The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut Street. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on the site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot.

Summary of this project: The project site is located on both sides of Arrowhead Drive and consists of 11 existing buildings that currently has a total of 188 dwelling units, with the capacity of 460 occupants. The plan is to demolish all 11 buildings and to construct 3 buildings back on the site for a total of 128 dwelling units, with the anticipated capacity of 400 occupants. The entire project will be constructed at the same time, in a single phase. The size of the site on the east side of Arrowhead is approximately 3.09 acres and the size across the street is 2.97 acres.

The applicant also operates the development to the north, Chestnut Place. This project contains an amenity space that would also be available to the residents of this project. The new buildings will be 3-stories in height and have a mixture of building materials in an attempt to fit into the neighboring building facades. Currently, there are six (6) driveways on both sides of Arrowhead. The proposed redevelopment will reduce the number of driveways to two (2).

The Planning Commission went through a lengthy discussion about this project and the design standards of the project and based upon the revised site plan submitted on 1-10-17 and the presentation made by the Applicant, the Planning Commission voted 7-0-0 recommending approval to City Council by waiving the site development regulations as identified by staff and subject to the following conditions:

Waived Site Development Regulations:

1. The contiguous requirement of land area for the Planned Development project;
2. The lot coverage issue;
3. The setback issue;
4. Open space requirement per Planned Development regulations.

Conditions:

1. Additional trees shall be planted and evenly distributed among the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff will work with the Applicant concerning the distribution of these trees.
2. The parking spaces on the south side of the drive between Buildings A and B will be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

Approved By:

Department Head:	JHC	1/25/17
City Attorney:		
City Manager:	DRE	2/2/17

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE PLANNING COMMISSION'S RECOMMENDATION FOR PRELIMINARY AND FINAL PLAN APPROVAL FOR REDEVELOPMENT OF THE MIAMI VILLAGE APARTMENT COMPLEX LOCATED ON ARROWHEAD DRIVE AND E. CHESTNUT STREET WITH CONDITIONS.

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

SECTION 1: In accordance with Oxford Codified Ordinance Section 1145.10, the Oxford Planning Commission held a public hearing on January 10, 2017 on the application of Guy Totino, GMS Acquisition LLC, Applicant, for approval of a preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto.

SECTION 2: The Planning Commission, after due deliberation, approved a motion recommending the waiver of certain site development regulations, and the approval of the preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto and incorporated herein with conditions.

SECTION 3: Council having considered the decision standards in Oxford Codified Ordinance Section 1145 hereby accepts the action of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and incorporates the same herein, including the waiver of certain site development regulations, which are the contiguous requirement of land area for the Planned Development Project, the lot coverage issue, the setback issue, and the open space requirement per Planned Unit Development regulations, and further grants approval of the preliminary and final plan for redevelopment of the Miami Village apartment complex located on Arrowhead Drive and E. Chestnut Street demolishing eleven (11) multi-family buildings on nine (9) parcels and constructing three (3) multi-family buildings on the site as shown on Exhibit "A" attached hereto and incorporated herein with the following conditions:

1. Additional trees shall be planted and evenly distributed among the tree lawn and front yard, per Oxford Codified Ordinance Chapter 935 governing street trees. Staff shall work with the applicant regarding the distribution of said trees.
2. Parking spaces on the south side of the drive between Buildings A and B shall be relocated to the north side of the drive. A sidewalk shall be installed on the south side of the drive isle.

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

_____
MAYOR

ADOPTED:

ATTEST:

_____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

Site plan submitted @ JAN 10, 2017 Planning mtg.

SITE LAYOUT NOTES

1. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) "CONSTRUCTION AND MATERIAL SPECIFICATIONS" AND PROJECT SPECIFICATIONS. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT STANDARD APPLIES.
3. WHERE CONNECTING TO EXISTING ASPHALT PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING EDGE OF PAVEMENT TO PROVIDE A CLEAN EDGE. ITEM 407 TACK COAT SHALL BE APPLIED TO THE ENTIRE CUT FACE OF THE EXISTING PAVEMENT PRIOR TO THE PLACEMENT OF THE PROPOSED PAVEMENT.
4. WHERE CONNECTING TO EXISTING CONCRETE WALK, THE CONTRACTOR SHALL SAWCUT THE EXISTING WALK AT AN EXISTING JOINT IF POSSIBLE TO PROVIDE A SOUND & CLEAN EDGE.
5. THE PROPOSED PAVEMENT AND WALK AREAS SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION. THE CONTRACTOR MAY NEED TO REPAIR ADDITIONAL PAVEMENT AREAS DUE TO MEANS AND METHODS OF REMOVAL OF EXISTING ITEMS AS SHOWN ON PAGE C1.
6. ADDITIONAL PAVEMENT/CURB WORK DUE TO EXTENTS OF DEMO OR REWORK SHALL BE INCLUDED AS PART OF THE CONTRACTORS SCOPE OF WORK.
7. SEE SHEET C2.1 FOR ADDITIONAL SITE DETAILS.
8. ALL CURB RAMPS TO HAVE DETECTABLE WARNING SURFACE THAT MEETS ODOT'S APPROVED PRODUCTS LIST (APL). SURFACE APPLIED, STAMPED AND BRICK PRODUCTS ARE NOT PERMITTED.
9. ALL STOP SIGNS SHALL BE 30"X36".
10. ALL RADII ARE 3.50' UNLESS NOTED OTHERWISE ON THE PLANS.
11. CONTRACTOR SHALL REPLACE EXISTING CONCRETE SIDEWALK ADJACENT TO ARROWHEAD DRIVE THAT IS DAMAGED DURING CONSTRUCTION.

KEYED NOTES

1. 2' CURB OPENING
2. HAND RAIL
3. 5' MINIMUM SIDEWALK, TYP.
4. ADA SIGN
5. PROPOSED PARKING
6. 4' WIDE 20LB WHITE STRIPE, TYP.
7. 4' PAINTED WHITE STRIPE
8. ODOT TYPE-4 CURB
9. PROPOSED ADA PARKING (PAINTED HANDICAP SYMBOL)
10. TRASH ENCLOSURE
11. ODOT TYPE-4 CURB & SIDEWALK
12. DEPRESSED CURB
13. STORAGE SHED
14. PROPOSED SIGN
15. SAW CUT AT NEAREST CONTROL JOINT TO INSTALL SIDEWALK

CURVE TABLE

Curve	Delta	Radius	Length	Chord	
C-1	25°14'00"	380.00'	167.35'	N16°38'18"W	166.00'
C-2	83°27'00"	12.50'	18.21'	S45°44'48"E	16.64'
C-3	25°14'00"	440.00'	193.78'	S16°38'18"E	192.22'

SITE SUMMARY

SITE ACREAGE: 6.641 ACRES

ZONING: R-3

NUMBER OF UNITS: 108

SET BACKS: 25' BUILDING & PARKING SET BACK FROM PERIMETER

REQUIRED PARKING RATIO: 1 PER 3 PERMITTED OCCUPANTS

CALCULATIONS: NUMBER OF OCCUPANTS = 404

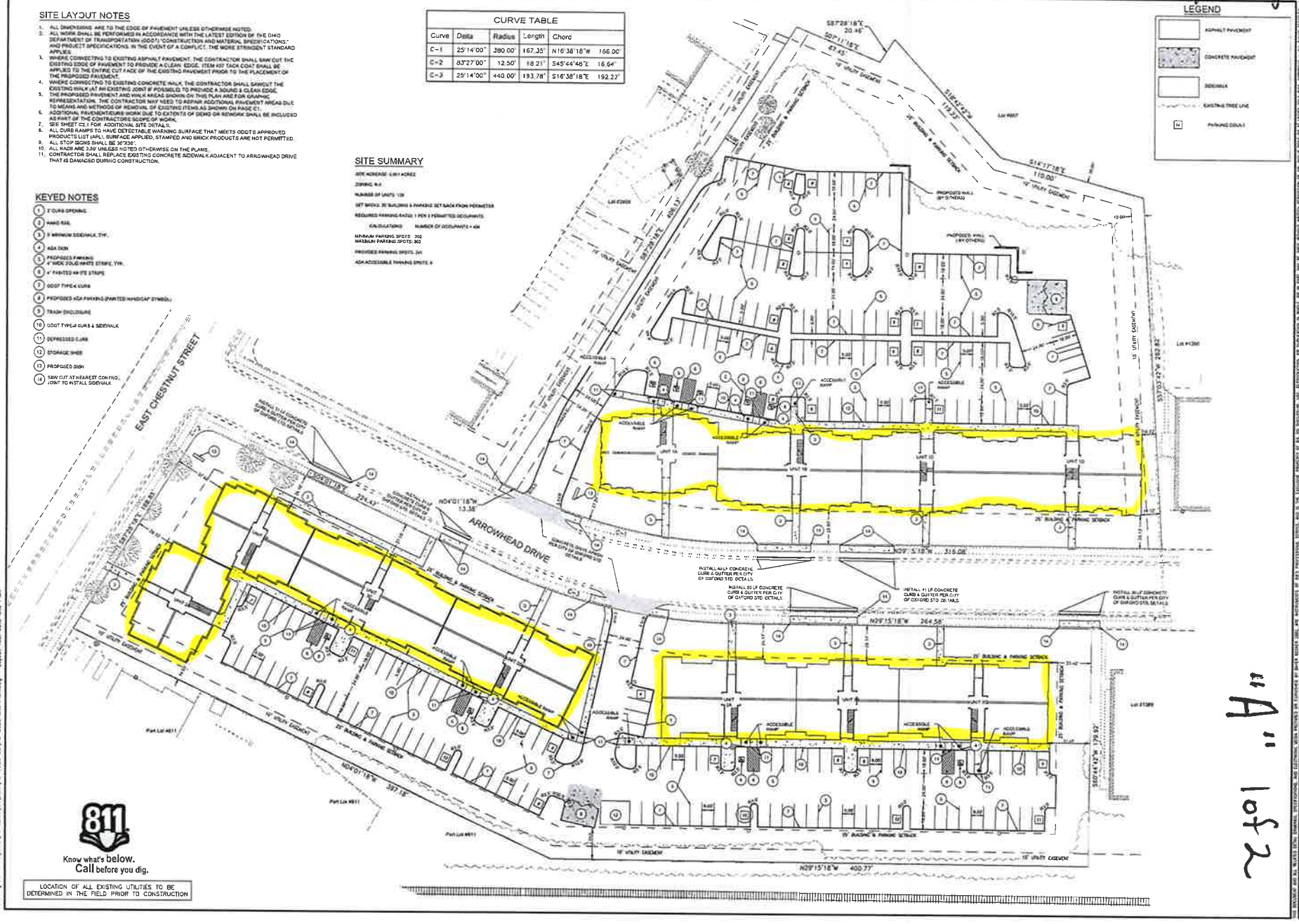
MINIMUM PARKING SPOTS: 202
MAXIMUM PARKING SPOTS: 303

PROVIDED PARKING SPOTS: 241

ADA ACCESSIBLE PARKING SPOTS: 8

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- SIDEWALK
- EXISTING TREE LINE
- PARKING COUNT



811
Know what's below.
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

THE VERGE
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

SITE PLAN

bayer becker
www.bayerbecker.com
110 S. Main Street, Suite 101
Oxford OH 45056 | 513.523.4270

Drawn by: DGR
Checked By: BL
Issue Date: 11/21/2016

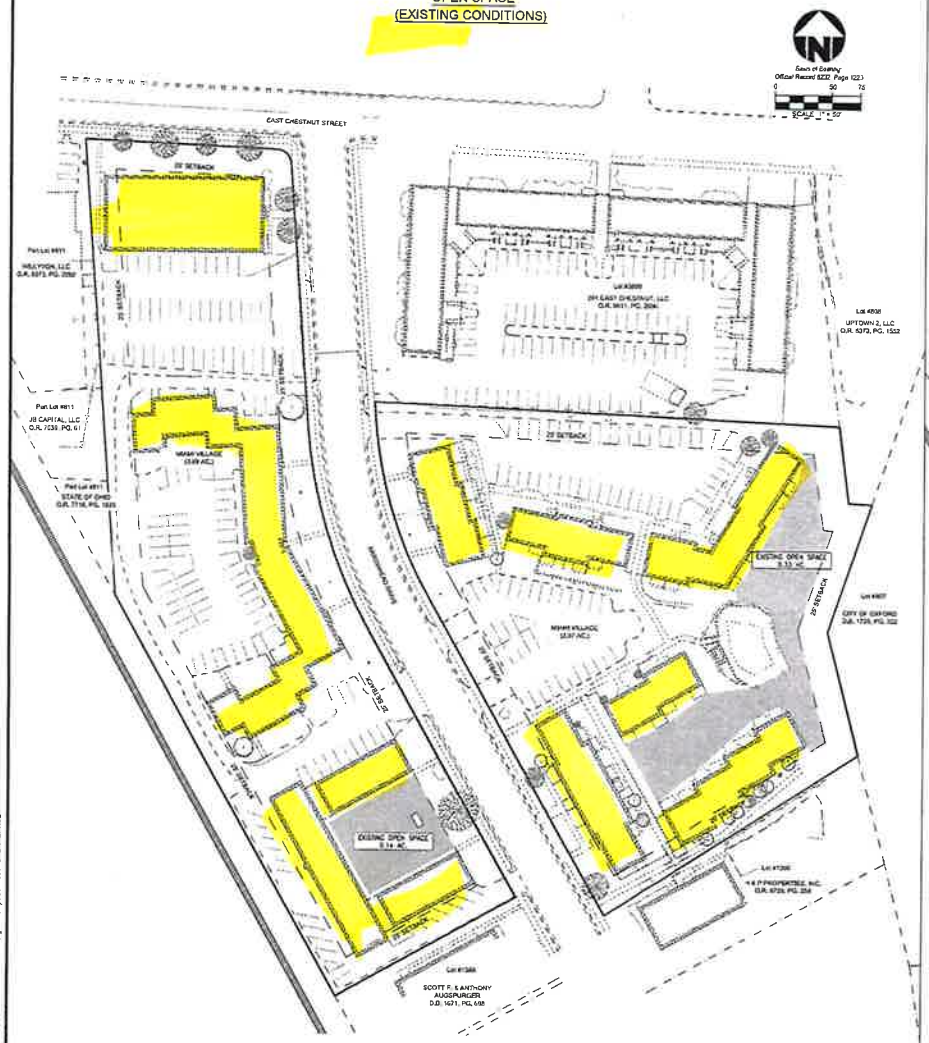
C2.0

"A" 1 of 2

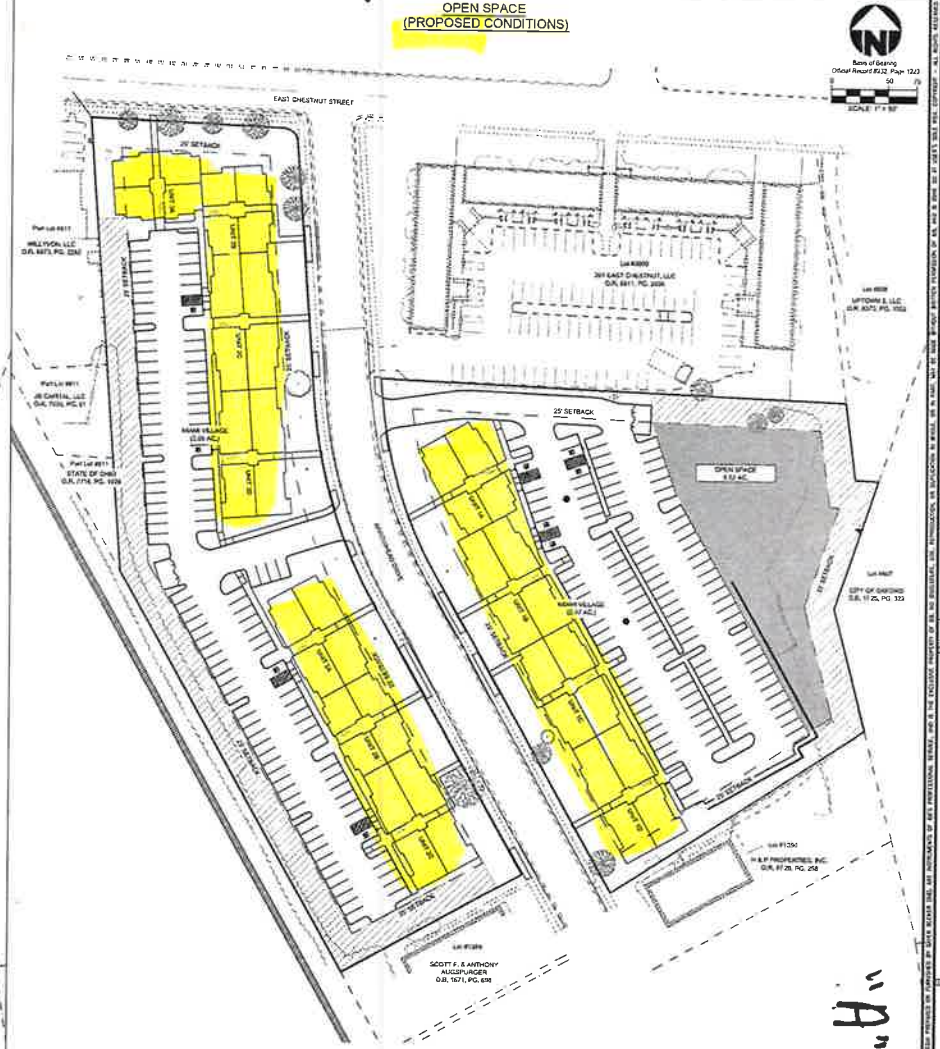
Existing

Proposed

OPEN SPACE
(EXISTING CONDITIONS)



OPEN SPACE
(PROPOSED CONDITIONS)



"A"
2 of 2

OPEN SPACE

TOTAL LOT ACREAGE = 6.061 AC.
REQUIRED OPEN SPACE = 1.21 AC. (20%)

	LOT AREA	OPEN SPACE
EXISTING CONDITIONS	6.061 AC.	0.47 AC. (7.75%)
PROPOSED CONDITIONS	6.061 AC.	0.52 AC. (8.58%)
PROPOSED CONDITIONS WITH SETBACK	6.061 AC.	1.27 AC. (20.95%)
NET INCREASE IN OPEN SPACE =		0.08 AC. (1.32%)

LEGEND

OPEN SPACE

OPEN SPACE IN 25' SETBACK

CHESTNUT ROW
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

OPEN SPACE PLAN

bayer becker
www.bayerbecker.com
116 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.523.4270

Drawing: 14-0235 CD.D3 AND LC
Drawn by: MDW
Checked by: DBL
Issue Date: 11/21/2016
Scale:

SHEET: 2/2

Plot time: Nov 22, 2016 - 11:25am
Drawing name: J:\2014\14-0235\CAD\14-0235 CD\14-0235 CD.D3 AND LC.dwg - Layout tab: OPEN SPACE

Certification of Action
Oxford Planning Commission
Recommendation to City Council

Report Date	February 7, 2017
Case Number	PC-2016-22
Applicant Information	Guy Totino GMS Acquisition LLC
Requested Action	Preliminary & Final Planned Development
Summary of Request	Redevelopment of Miami Village Located east and west of Arrowhead Drive, south of Chestnut Street
Public Hearing Information	A Public Hearing took place at 118 W. High Street on January 10, 2017. A Public Hearing notice was published in the Journal News on Dcember 11, 2016. Courtesy notices were mailed to adjacent property owners on December 20, 2016. Multiple signage was posted at the site on January 3, 2017.
Commission Action	The Planning Commission voted 7-0-0 recommending approval with conditions.
Commission Findings and Conclusions	The Planning Commission discussed at length this project and vision of the area.
Exhibits Submitted to the Commission	1. Staff Report Dated January 3, 2017 2. Interoffice Review Transmittal Sheets 3. Surrounding Property Owner Notifications Map 4. Staff submitted aerial photograph of site 5. Letter of Agency 6. Applicant Submitted Revised Site Plan at the January 10, 2017 Planning Commission Meeting 7. Planned Development Application and Pertinent Documents Submitted by Applicant

City of Oxford
Community Development Department
STAFF REPORT
To
Planning Commission

Case # PC-2016-22 **Date – January 10, 2017**

APPLICATION

Applicant:	Guy Totino, GMS Acquisition LLC
Location:	902, 909, 912, 1007 and 1008 Arrowhead Drive (parcel number # H4100-114-000-003, 004,005, 006, 007, 008, 009, 013 and 014, 6.06 acres
Proposed Owner:	
Current Owner:	Brookside At Chestnut, LLC
Action Request:	**The Verge (f.k.a. Chestnut Row) Preliminary and Final Planned Development** – redevelopment of Miami Village, east and west of Arrowhead Drive, south of Chestnut St.
Current Use:	Multi-family dwellings
Surrounding Existing Land Uses:	Multi-family dwellings to the south, single/multi family dwelling to the north, railroad track to the west and cemetery to the east.

DESCRIPTION

The proposed development is seeking approval of a combined Preliminary and Final Planned Development for a redevelopment project located on Arrowhead Drive and E. Chestnut St. This project is slated to demolish 11 existing multi-family buildings on 9 different parcels and to construct 3 multi-family buildings on site. The site is zoned R-3 Multi-Family Residential, and any development project that contains more than 3 acres is required to go through the PUD process for more than one principal building per lot.

This is a combined Preliminary and Final PUD application because this is a single phase development that redevelopment of the sites from both sides of Arrowhead would take place during the same timeframe.

SITE HISTORY

It is believed that these buildings were built in 1970's and 80's.

PLANNED DEVELOPMENT

PURPOSE:

Planned Development Common Goals from Section 1145.01(a)

(1) Planned developments share these common goals:

A. Protect the neighbors of a planned development and the City in general to at least the same degree normally inherent in the Zoning Code.

B. Produce a development equal to or better than that resulting from single-use or traditional subdivision

C. Have a site and situation that permits comprehensive planning both on the site and relative to its immediate surroundings

D. Result in a design in which the placement, height, and uses of buildings, vehicle management areas, and open spaces efficiently utilize potentials of the site

E. Include covenants, easements, and other private measures that will help ensure the long-term administrative viability of a development
F. Be functional within a time period that helps ensure a viable development

(2) Infill (already within corporate limits) development also satisfies the following goals:
A. Fully utilize sites that could not be fully utilized because of their shape or because of their location relative to available public access.
B. Increase geographic efficiencies of existing utilities such as public streets, water, sewer, electric, telephone, and cable by using them where they are already available.
C. Help keeps development from sprawling to and beyond the municipal boundaries of Oxford.

PROCESS:

1145.06 PLANNING COMMISSION AND COUNCIL REVIEW

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approvals require a Planning Commission recommendation and Council approval.

The Planning Commission shall base its review of a proposed planned development upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

The general decision standards for approval of a preliminary and final planned development are substantially similar. The final plan requires greater detail and is subject to additional decision standards.

If, at any time, the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

(a) Burden of Proof. Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a planned development. This Zoning Code assumes that a planned development is appropriate only if an applicant proves that the proposed uses and design will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

Applicants shall prove that potential negative impacts of elements such as location, size and extent of facilities and operations, site design, traffic generation, site access, and potential impact upon public facilities will be adequately mitigated.

(b) General Decision Standards. All planned developments shall satisfy these general decision standards:
(1) The proposed planned development is in fact permitted in the zoning districts in which it is proposed.
(2) If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.
(3) The uses and site plan will satisfy the general intent of this Zoning Code.
(4) The uses and site plan will be compatible with the general intent of the Comprehensive Plan.
(5) The size and shape of the site are sufficient for the proposed planned development.
(6) The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.
(7) The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.
(8) Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.
(9) The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.
(10) Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.

(11) The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.
(12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.
(13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

DESIGN REQUIREMENTS

The requirements for Planned Developments, pertaining to the proposed Planned Development are outlined under Section 1145.12 for any projects to adhere to.

COMMENT FORMS

All property owners within 200 feet have been notified by letter, and signs have been posted on the property and a notice has been placed in the newspaper.

AGENCY REVIEWS

Requests for review were made to the Police, Fire, Engineering & Economic Development Departments. The following comments were received:

Police:	Returned with comments
Fire:	Returned without comment
Service/Engineering:	Returned with comments
Econ. Dev.	Returned with comments

ANALYSIS

Summary of this project: The project site is located on both sides of Arrowhead Drive and consists of 11 existing buildings that currently has a total of 188 dwelling units, with the capacity of 460 occupants. The plan is to demolish all 11 buildings and to construct 3 buildings back on the site for a total of 128 dwelling units, with the anticipated capacity of 400 occupants. The entire project will be constructed at the same time, in a single phase. The size of the site on the east side of Arrowhead is approximately 3.09 acres and the size across the street is 2.97 acres.

The applicant also operates the development to the north, Chestnut Place. This project contains an amenity space that would also be available to the residents of this project.

The new buildings will be 3-story in height and have a mixture of building materials in an attempt to fit into the neighboring building facades.

Currently, there are six (6) driveways on both sides of Arrowhead. The proposed redevelopment will reduce the number of driveways to two (2).

Development Regulations reviews:

There are design requirements outlined in the Planned Development Chapter 1145 that this project will need to adhere. There are also site development regulations of the underlying district, R-3 Multi-Family Residential, that this project needs to follow. This report will highlight those issues for the Commission to review.

1. Lot area:
    a. PUD: one (1) **contiguous acre** or more.
    b. R-3: Minimum of 9,000 Sq. Ft. for three-family dwelling and the occupancy is limited to one person per 450 square feet of lot are for multi-family dwelling use.

Review: The proposed development consists of two tracts of land separated by a public street that ***are not contiguous to each other***. The proposed development is within the maximum density.

2. **Setbacks:**
    a. PUD-**25' perimeter** setback for residential development. All building and vehicle management areas shall be setback from the perimeter of a planned development.
    b. R-3 – **30' on front setback**, 45' on rear setback and 15 feet on side yard setback.

Review: The proposed development delineates the perimeter setback of the Planned Development requirement. It shows that a portion of a building and vehicle management area will encroach into the perimeter setback. There is an area of the proposed buildings (A and C) that does not meet the perimeter setback. Additionally, the proposed building layout does not conform to the R-3 front yard setback.

3. Lot coverage
    a. PUD- 40% for residential development
    b. R-3- **50% and up to 70% with storm water management plan reducing run-off on a one to one ratio.**

Review: The proposed development will present 57.75% of lot coverage.

4. Open Space
    a. PUD- No development shall have less than 20 percent of open space, <u>not including the required setbacks</u>, and shall be 40% for residential planned development as regulated according to the underlying district.
    b. R-3 (Lot coverage)

Review: The proposed development shows 8.75% of open space.

5. Landscaping and Screening
    a. The required setback shall be retained in natural woods or suitably landscaped with grass, ground cover, shrubs, trees, or earthen mounds.

***Review*: See review comments on #2 Setbacks.**

6. Access and Mobility
    a. Adequate pedestrian connectivity shall be provided to and through a planned development

Review: Since this is a planned development project crossing a public street, a well-planned pedestrian connectivity needs to be provided. Additionally, the amenity space will be located on building C further requires pedestrian connectivity to allow safe passage from building A and B to building C.

7. Parking and Site Access: All residential uses of more than three dwelling units must meet the non-residential parking requirement, except for the number of parking spaces required. The following items are not consistent with the requirements of the Chapter 1149 Parking and Site Access.
    a. Loading space: One loading space is required for residential uses more than three (3) units, per Section 1149.05 (e)(2)A.1.
    b. All parking lot light fixtures shall be a maximum of 16 feet above the adjacent ground. The glare shall not exceed 1.0 lumen at any property line, 1149.05 (e)4.D and 1141.04 (f)(4). The applicant has indicated that the height of light poles for this project will be 16 feet. However, the photometric plan was not clear how the glare would be limited to 1.0 lumen at property line.
    c. Pedestrian Safety
        i. Pedestrian Safety. Parking lot design should be laid out in a way to minimize the times pedestrians would typically have to walk between parked cars and then cross a drive aisle to get to locations on the site. The internal circulation system

shall be clearly defined. For example, walkways shall be incorporated into the median or landscape of some double loaded parking bays that terminate close to access points such as building entries….

ii. Materials and width. Walkway shall provide at least 5 feet of unobstructed width and be hard-surfaced with a material that differs from the drive aisle by composition, texture, or through the use of a different color that is integral to the material.

In addition to the previous comment concerning the safe passage for pedestrians, clearly marked crosswalks need to be provided connecting building A and B. Additional pedestrian crosswalks should be provided for the parking lot behind building C to allow pedestrians a clear path to building C. A sidewalk should also be provided on the north side of building B, similar to the one on the south side of building A.

There are discrepancies between the architectural drawings and site plan in terms of the building footprint. Staff believes this issue will be resolved with the revised drawings from the architect.

RECOMMENDATION

There are varying design issues that are not conforming to the Planned Development design requirements, or the underlying district's site development regulations. Staff does not have any objections to the approval of this project to the Planning Commission, given that this is an infill development and improvement of streetscape of the area. It needs to be noted that the recommendation of approval from the Planning Commission would in essence granting variances to the following items:

1. The contiguous requirement of land area for the Planned Development project;
2. The lot coverage issue;
3. The setback issue;
4. Open space requirement per Planned Development regulations.

However, the following issues still need to be reviewed and considered by the Planning Commission concerning this Combined Preliminary and Final Planned Development:

1. Pedestrian safety issue in the parking lot and between buildings, and crossing Arrowhead Drive.
2. The proposal only shows two refuse collection facilities for the entire project. Is that sufficient for the anticipated number of residents of the project?
3. Any safety concerns for open access to railroad track?

SUBMITTED BY:

Jung Han Chen

Jung-Han Chen,
Community Development Director

DATE: January 3, 2016

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

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

____X_____ Review _____ Revisions _____Other

Please return no later than: **January 2, 2017** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by: _____ Date: 12-6-16

John Detherage
PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

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

____X_____ Review _____ Revisions _____Other

Please return no later than: **January 2, 2017** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

SEE MEMO DATED 12-19-16

Drawings reviewed by: A. Popescu Date: 12-19-16

VICTOR POPESCU
PRINTED NAME

CITY OF
OXFORD
HOME OF MIAMI UNIVERSITY

Memo

Service Department
Engineering Division
513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: Chestnut Row

DATE: December 19, 2016

Below are our review comments of the plans received by the Engineering Division on December 5, 2016.

Plan Sheet 2.1

- Typical Sidewalk Detail – correct the references in the detail.

Plan Sheet C3.1

- Update the City of Oxford Standard Drawings to the current revised Standard Drawings.

Plan Sheet C3.0

- Building 1 – extend the Fire Line to the building.
- All Fire Line connections shall have a Resilient Wedge Valve next to the connections to the water main.
- Curb stops need to be indicated on all domestic water service lines.
- Fire and domestic service lines materials shall comply with the City of Oxford Specifications.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

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

____X_____ Review _____ Revisions _____Other

Please return no later than: **January 2, 2017** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

see attached

Drawings reviewed by: _____ Date: 1/3/17

John A. Jones
PRINTED NAME

Police Chief comments on proposed Chestnut Row development

PC-2016-22 Preliminary & Final Planned Development – redevelopment of Miami Village

1. Name of development - "Chestnut Row" could be confusing for navigation, because of the overuse of "Chestnut" in building and street names. It increases the likelihood for confusion between a resident/guest and a dispatcher. All the entrances for the proposed development are off Arrowhead Drive and therefore a name with Arrowhead seems more appropriate.

   See existing examples:

   - Chestnut Street – street name
   - Chestnut Lane – street name
   - Chestnut Fields – Miami parking lot/transportation hub
   - Chestnut Hill – residential
   - Chestnut Village – residential
   - Chestnut Place – residential

2. Fencing or barrier along railroad tracks – Currently trees and honeysuckle along with a broken woven fence separate the railroad tracks from the parking lot. There are a few paths that have been worn down. I would recommend a more reliable fence or barrier be constructed along the property line by the railroad tracks.
3. Access to buildings – if the individuals buildings will have controlled access, I would request that the Police Department be given an access code or Knox box access to the common areas of the apartment building.

Reviewed by: _____

John A. Jones, Police Chief

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 5, 2016

To: Fire Department Engineering Division Police Department Econ Dev Department

From: Community Development Department

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

____X_____ Review _____ Revisions _____Other

Please return no later than: **January 2, 2017** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

It is always refreshing to see redevelopment housing projects verses greenfield housing projects.

While I did not see the existing verses proposed occupancy levels for this development, I did see the proposal does reduce the number of residential units from 189 to 128. And it reduces the number of buildings from 11 to 3.

The proposal also improves the streetscape of Arrowhead Drive in eliminating the mix of buildings (fronts & sides) and parking lots. The proposed development creates a streetscape of building fronts and moves the parking to behind the buildings.

Drawings reviewed by: _____ Date: 1-3-17

G. Alan Kyser
PRINTED NAME

CITY OF OXFORD
HOME OF MIAMI UNIVERSITY

PC-2016-22
Surrounding Property Owners Notifications Map

Legend

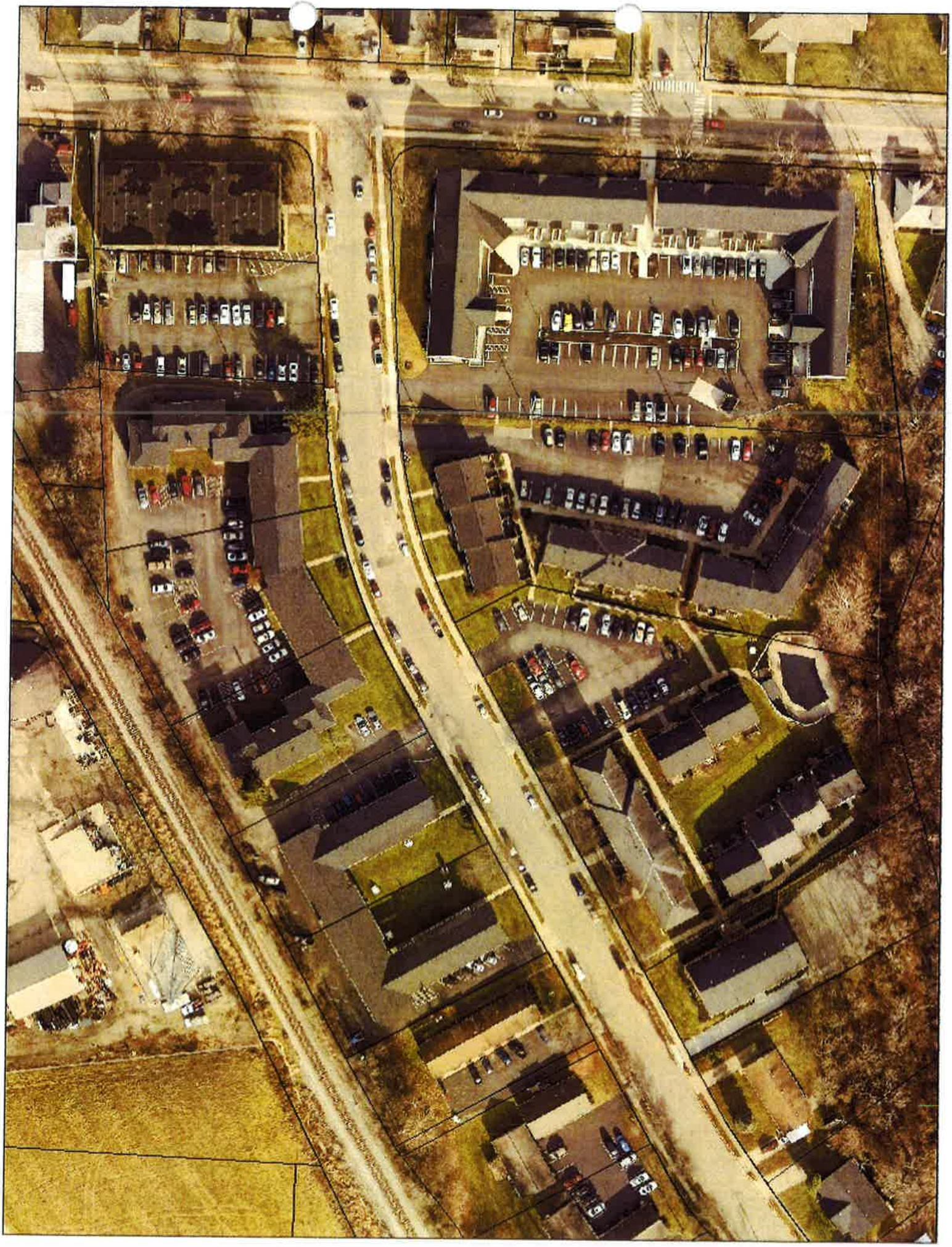
- Subject Parcels
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway

N

1 inch = 150 feet

Prepared on Tuesday, December 20, 2016

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



To Whom it may Concern:

Please be advised that GMS Acquisition, LLC has our permission to submit applications for the approval of a Final Planned Development on Lots 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1730, and 1731 within the Brookside of Chestnut Development.

Thank You.

Anthony M. Sansevione

Brookside at Chestnut L.L.C.

11/18/16

Date

CITY OF OXFORD
HOME OF MIAMI UNIVERSITY

Internal Use Only:
Case No. PC-2016-22
Date Filed 11/28/16

Planned Development Application

Application Type

Choose One

☐ Preliminary ($400) ☐ Final ($400) ☑ Preliminary & Final ($400)

Applicant Information

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

Name * GMS Acquisitions LLC

Mailing Address * 20033 Detroit Road

City, State & Zip Code * Cleveland, OH 44116

Telephone Number * 440-339-8981 Email Address guy@newbrookpartners.com

Owner Information

Name * Brookside at Chestnut, LLC

Mailing Address * 9918 Carver Rd, Ste 110

City, State & Zip Code * Cincinatti, OH 45242

Telephone Number * Email Address

Engineer/Surveyor Information

Name * Bayer Becker

Mailing Address * 110 South College Avenue, Suite 101

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number * 513-523-4270 Email Address brookelindholm@bayerbecker.com

Location and Lot Information

Name of Subdivision * Brookside at Chestnut

Location of Property * Parcels H4100-114-000-003,004,005,006,007,008,009,013,014

Legal Description * Entire Lot #1382, 1383, 1384, 1385, 1386, 1387, 1388, 1730, and 1731

Zoning District * R-3/R-PUD Total Area * 6.06 Acres

Submission Requirements and Documentation

The application requirements (Section 1145.05[1]) for a preliminary and final planned development are different. The final planned development application requires a greater degree of accuracy and completeness than does the preliminary planned development application. This section describes the application content requirements for each step of the process.

Thirteen (13) complete sets of all information shall be submitted with each preliminary and final application. If any information is submitted in color or on non-standard paper, more copies may be required. The Zoning Administrator may modify this requirement based upon

O. Other information as required by the Planning Commission or Council.

(7) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.

(8) Other. Photographs of the existing site and its surroundings.

(b) Final Plan.

(1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.

(2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer

(3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.

(4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

Surrounding Property Owners

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

Decision Process

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval. The review is based on the General Decision Standards found in Section 1145.06[1].

Fees & Receipt

The required fee for preliminary and final is $400.00 plus $100 per acre, plus postage charge. To calculate the postage charge, multiply the number of adjoining properties by current postage rate[3].

Sign and Date

Applicant Signature * Guy Tonino

Date * 11/14/57

Submit Application, Submission Requirements and Documentation, and Fees

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

Send or drop off this application with required preliminary plans containing all required information as attachments and a check for fee and postage charges made payable to **City of Oxford**, to Community Development Director, 101 East High Street, Oxford, OH 45056.

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

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

For Staff Use Only

Fee Paid Date * 11/28/16 Receipt Number * 125534

[1] See City of Oxford Codified Ordinances: http://www.cityofoxford.org/fees-ordinances-and-charter

[2] Butler County Auditor Real Estate Search: http://www.butlercountyauditor.org/

[3] The United States Postal Service: http://www.usps.com/

November 28, 2016

Mr. Sam Perry
Planner
City of Oxford
101 East High Street
Oxford, Ohio 45056

Re: Chestnut Row (redevelopment of Miami Village)
Preliminary and Final PUD Submittal

Dear Mr. Perry:

Enclosed please find the following items in support of GMS Acquisitions LLC's Application for Preliminary and Final Planned Development approval for the redevelopment of Miami Village located on the east and west sides of Arrowhead Drive, south of Chestnut Street. The new development shall be called Chestnut Row.:

1) Executed Planned Development Application.
2) Checks totaling $1,021.51 made payable to the City of Oxford for the application fee.
3) CD containing a pdf of all the submitted documents.
4) 2 copies of drainage calculations.
5) Thirteen individual packets containing one (1) copy of each of the following:
    a. Planned Development Application.
    b. An Affidavit from Brookside at Chestnut LLC granting GMS Acquisitions LLC permission to submit applications for the approval of a Preliminary and Final Planned Development.
    c. List of property owners within 200 feet of the site.
    d. Legal descriptions of the property.
    e. Site construction drawings including demolition plan, site layout, utilities, grading and landscaping.
    f. Lot Coverage/Open Space Exhibit.
    g. Preliminary Building Elevations.
    h. Final PUD Plan.
    i. Trash enclosure details
    j. Proposed signage details.
    k. Photometric lighting plan, with fixture and pole details.
    l. Photos of the subject site and surrounding area.
    m. Traffic Evaluation.
6) Applicant:

GMS Acquisitions LLC
20033 Detroit Road
North Ridge Annex Suite E
Cleveland, Ohio 44116
440-339-8981

Owner:
Brookside at Chestnut, LLC
9918 Carver Road, Suite 110
Cincinnati, Ohio 45242

7) Design Professionals:
   a. Architect:
   PDT Architects, LLC
   300 West Fourth Street
   Cincinnati, Ohio 45202
   513-745-6715

   b. Engineer, Surveyor & Landscape Architect:
   Bayer Becker
   110 S. College Ave., Suite 101
   Oxford, OH 45056
   513-336-6600

8) Description of use and site:
   a. A legal description of the boundary of the proposed development is enclosed.

   b. The property currently contains 11 multi-family residential buildings containing 189 units.

   c. The property is zoned R-3 Multi Family Residential District.

   d. A description of the proposed planned development:

      i. The number of housing units by size and type proposed within each phase.

      Chestnut Row will consist of 128 residential units contained within 3 buildings. The entire development will be constructed at one time, in a single phase.

      ii. A description of any nonresidential operations, including types of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles.

      Not applicable.

      iii. The hours of operation of any nonresidential use.

      Not applicable.

      iv. A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.

      The developer intends to construct the development in a single phase.

   e. A narrative statement that evaluates the compatibility of the proposed planned development with the general vicinity and adjacent properties.

      i. How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.

The proposed use, multi-family residential, is identical and less dense than the existing multi-family development on the property. GMS Acquisitions LLC also operates the development to the north, Chestnut Place. It is their intention to allow the residents of Chestnut Place to utilize the amenity space within Chestnut Row.

ii. How any existing structures, proposed structures, and the site design relate adjacent to structures and sites.

The proposed site design addresses the street and creates a sense of a boulevard by pulling the multi-family buildings as close to the street as permitted by zoning (up to the 25' setback). The parking is placed behind the buildings, effectively screening parked cars from the view along the street. The 3-story buildings will compliment the adjacent 3-story and 2-1/2-story structures in massing as well as materials. The design calls for these quality exterior materials to both fit into the neighboring building fabric as well as provide a durable and low maintenance multi-family project:

1) *Brick veneer that will closely match the reddish brick of the adjacent Chestnut Place project*
2) *Warm, earth-tone horizontal siding and trim*
3) *Pitched roofs with dimensional asphalt shingles*
4) *Cast stone accent pieces*

iii. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibrations or emissions.

The proposed use, residential, will not involve any operations that create potential nuisances.

iv. How any potential negative effects on adjacent land will be mitigated.

Chestnut Row will not have a negative effect on adjacent land, as the use of the property will remain the same. Furthermore, the redevelopment of the property will improve the area with the addition of landscaping and updated buildings.

f. A statement about why the location proposed is appropriate for the planned development.

Arrowhead Drive is an ideal location for the Chestnut Row development for several reasons:

1) *One of the Land Use Principles of the Comprehensive Plan, indicates that infill development and redevelopment of underutilized sites is a priority.*
2) *The property is zoned appropriately for multi- family residential development, R-3 multi-family residential.*
3) *Currently, the property contains 11 multi-family residential buildings with 6 driveways. A planned development will provide an opportunity to construct a more cohesive, improved development consisting of 3 buildings and 2 driveways.*
4) *Due to the close proximity to Miami University campus, it is an ideal location for students to live.*
5) *The infrastructure is currently in place to support a residential development.*

g. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.

The continued market demand for quality student housing places additional pressures on the core neighborhoods and redevelopment of Miami Village will aid in alleviating some of this pressure.

h. Proposals for the provision of public utilities and services, if insufficient or not available for the planned development, or for the provision of suitable private utilities and services.

Public water and sanitary sewer are available to the property. Stormwater detention was not provided for the existing development. The redevelopment of the property will result in a decrease in the impervious area, thus detention will not be provided.

Please place this item on the January 10th Planning Commission Meeting agenda.

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

Sincerely,

Brooke Lindholm

Brooke Lindholm, PE

Site plan submitted @ JAN 10, 2017 Planning mtg.

SITE LAYOUT NOTES

1. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) "CONSTRUCTION AND MATERIAL SPECIFICATIONS" AND PROJECT SPECIFICATIONS. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT STANDARD APPLIES.
3. WHERE CONNECTING TO EXISTING ASPHALT PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING EDGE OF PAVEMENT TO PROVIDE A CLEAN EDGE. ITEM 407 TACK COAT SHALL BE APPLIED TO THE ENTIRE CUT FACE OF THE EXISTING PAVEMENT PRIOR TO THE PLACEMENT OF THE PROPOSED PAVEMENT.
4. WHERE CONNECTING TO EXISTING CONCRETE WALK, THE CONTRACTOR SHALL SAWCUT THE EXISTING WALK AT AN EXISTING JOINT (IF POSSIBLE) TO PROVIDE A SOUND & CLEAN EDGE.
5. THE PROPOSED PAVEMENT AND WALK AREAS SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION. THE CONTRACTOR MAY NEED TO REPAIR ADDITIONAL PAVEMENT AREAS DUE TO MEANS AND METHODS OF REMOVAL OF EXISTING ITEMS AS SHOWN ON PAGE C1.
6. ADDITIONAL PAVEMENT/CURB WORK DUE TO EXTENTS OF DEMO OR REWORK SHALL BE INCLUDED AS PART OF THE CONTRACTORS SCOPE OF WORK.
7. SEE SHEET C2.1 FOR ADDITIONAL SITE DETAILS.
8. ALL CURB RAMPS TO HAVE DETECTABLE WARNING SURFACE THAT MEETS ODOT'S APPROVED PRODUCTS LIST (APL). SURFACE APPLIED, STAMPED AND BRICK PRODUCTS ARE NOT PERMITTED.
9. ALL STOP SIGNS SHALL BE 30"X30".
10. ALL RADII ARE 3.5' UNLESS NOTED OTHERWISE ON THE PLANS.
11. CONTRACTOR SHALL REPLACE EXISTING CONCRETE SIDEWALK ADJACENT TO ARROWHEAD DRIVE THAT IS DAMAGED DURING CONSTRUCTION.

KEYED NOTES

1. 2' CURB OPENING
2. HAND RAIL
3. 5' MINIMUM SIDEWALK, TYP.
4. ADA SIGN
5. PROPOSED PARKING 4" WIDE SOLID WHITE STRIPE, TYP.
6. 4" PAINTED WHITE STRIPE
7. ODOT TYPE-4 CURB
8. PROPOSED ADA PARKING (PAINTED HANDICAP SYMBOL)
9. TRASH ENCLOSURE
10. ODOT TYPE-4 CURB & SIDEWALK
11. DEPRESSED CURB
12. STORAGE SHED
13. PROPOSED SIGN
14. SAW CUT AT NEAREST CONTROL JOINT TO INSTALL SIDEWALK

CURVE TABLE

Curve	Delta	Radius	Length	Chord	
C-1	25°14'00"	380.00'	167.35'	N15°38'18"W	166.00'
C-2	83°27'00"	12.50'	18.21'	S45°44'48"E	16.64'
C-3	25°14'00"	440.00'	193.78'	S15°38'18"E	192.22'

SITE SUMMARY

SITE ACREAGE: 5.363 ACRES

ZONING: R-3

NUMBER OF UNITS: 126

SET BACKS: 25' BUILDING & PARKING SET BACK FROM PERIMETER

REQUIRED PARKING RATIO: 1 PER 3 PERMITTED OCCUPANTS

CALCULATIONS NUMBER OF OCCUPANTS = 404

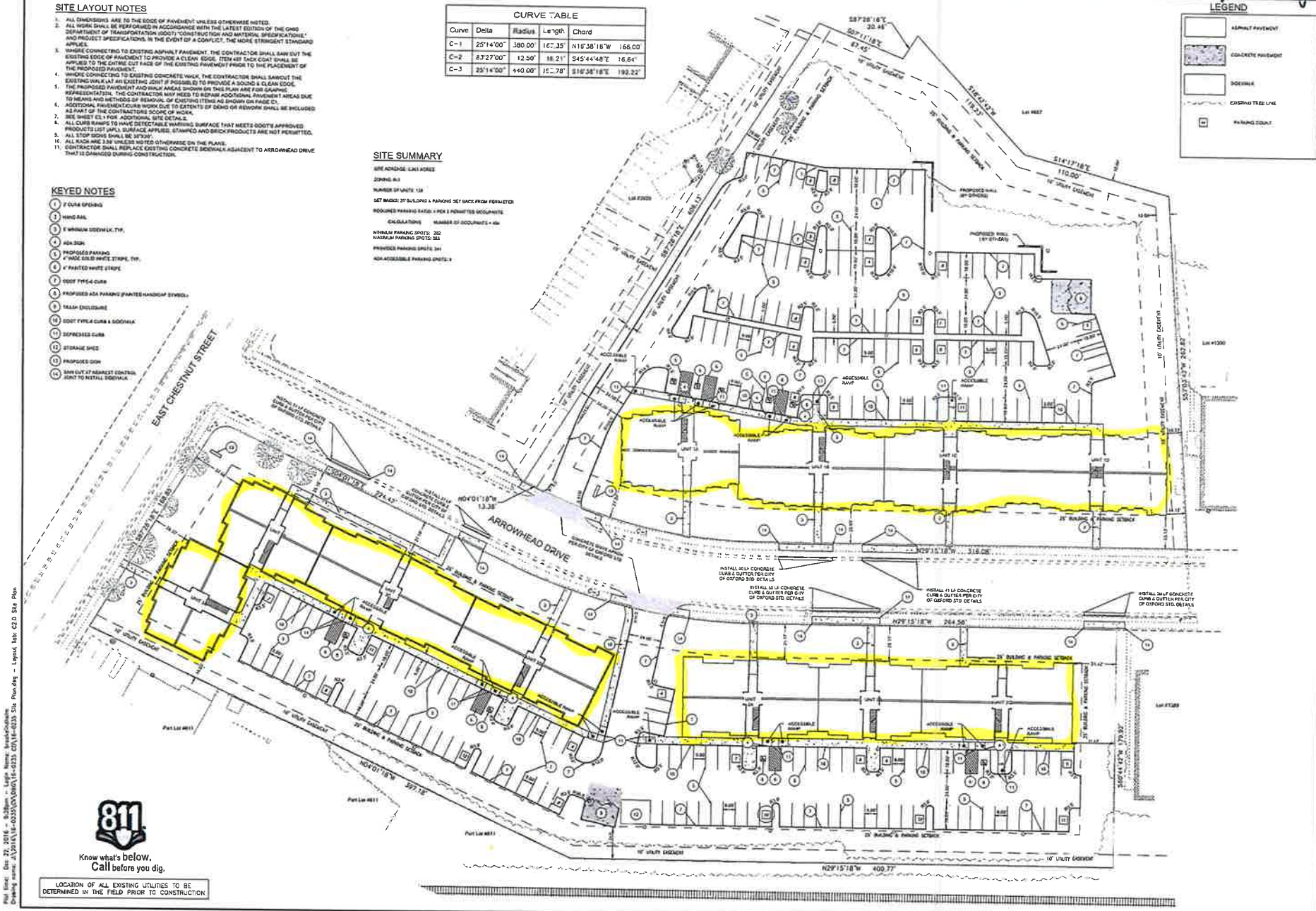
MINIMUM PARKING SPOTS: 202
MAXIMUM PARKING SPOTS: 303

PROVIDED PARKING SPOTS: 241

ADA ACCESSIBLE PARKING SPOTS: 9

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- SIDEWALK
- EXISTING TREE LINE
- PARKING COUNT



811
Know what's below.
Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

Plot time: Dec 22, 2016 - 9:38am - Legin Name: brookshakers
Drawing name: J:\2016\16-0235\DWG\16-0235 Site Plan.dwg - Layout tab: C2.0 Site Plan

Scale of Drawing: Site Plan NORTH (GRID)
SCALE: 1" = 20'

Sym.	Revision Description	Date	Dwn.	Chk.

THE VERGE
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

SITE PLAN

bayer becker
www.bayerbecker.com
110 S. College Avenue, Suite 101
Oxford, OH 45056 • 513-529-2200

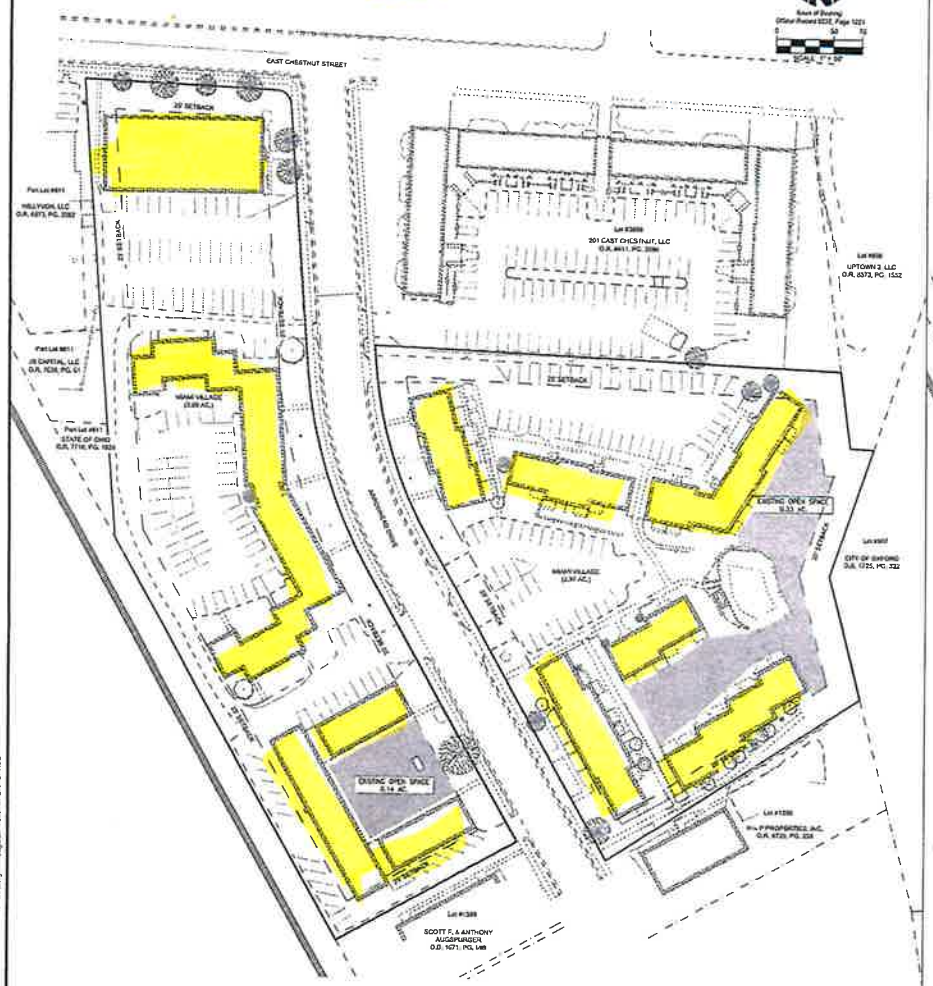
PROJECT
Drawing: 16-0235 SITE PLAN
Drawn by: DCB
Checked By: BL
Issue Date: 11/21/2016

SHEET
C2.0

Existing

Proposed

OPEN SPACE
(EXISTING CONDITIONS)

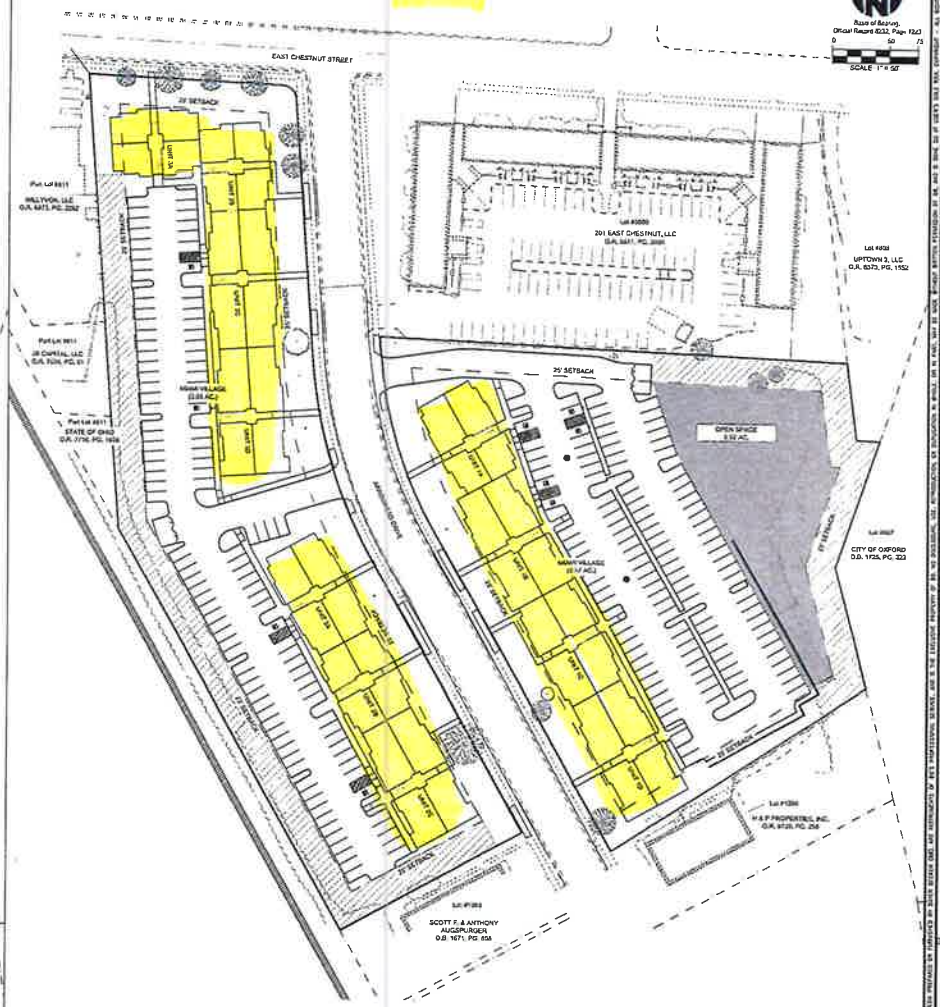


OPEN SPACE

TOTAL LOT ACREAGE = 6.061 AC.
REQUIRED OPEN SPACE = 1.21 AC. (20%)

	LOT AREA	OPEN SPACE
EXISTING CONDITIONS	6.061 AC.	0.47 AC. (7.75%)
PROPOSED CONDITIONS	6.061 AC.	0.52 AC. (8.58%)
PROPOSED CONDITIONS WITH SETBACK	6.061 AC.	1.27 AC. (20.95%)
NET INCREASE IN OPEN SPACE =		0.08 AC. (1.32%)

OPEN SPACE
(PROPOSED CONDITIONS)



LEGEND

OPEN SPACE

OPEN SPACE IN 25' SETBACK

CHESTNUT ROW
ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

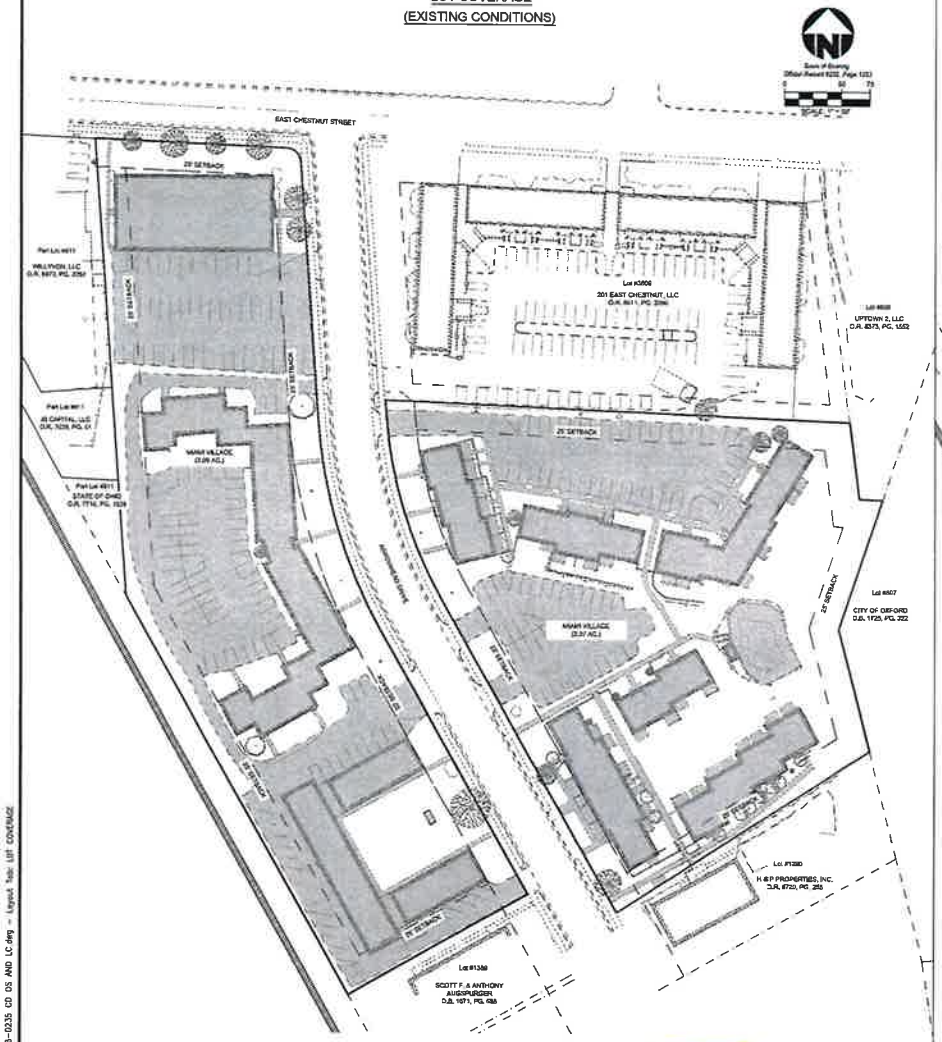
OPEN SPACE PLAN

bayer becker
www.bayerbecker.com
110 S College Avenue, Suite 101
Oxford, OH 45056 - 513 523-4270

Drawing: 16-0235 CD DS AND LE
Drawn By: MEW
Checked By: DBL
Issue Date: 11/21/2016

SHEET: 2/2

LOT COVERAGE
(EXISTING CONDITIONS)

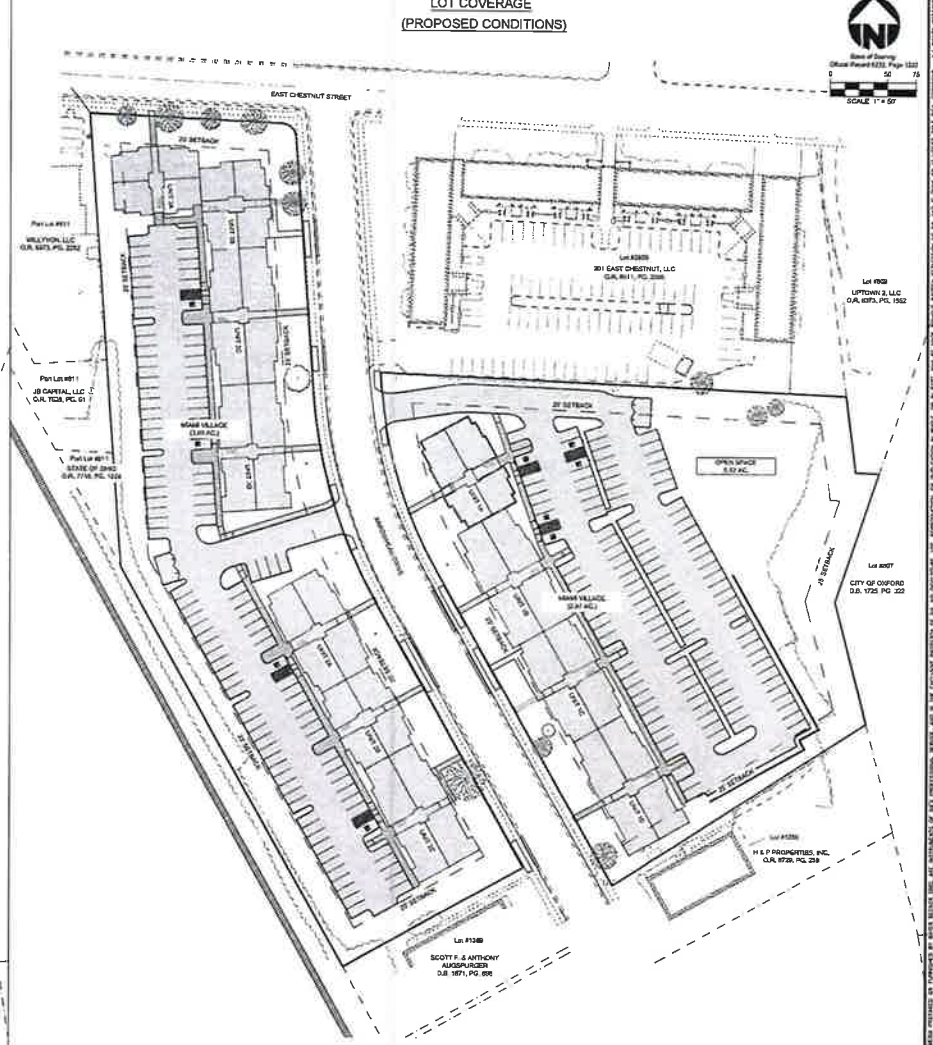


LOT COVERAGE

ALLOWED (R3 ZONING) = 3.03 ACRES (50%)
ALLOWED (PUD) = 2.42 ACRES (40%)

LOT COVERAGE	LOT AREA	LOT COVERAGE
EXISTING CONDITIONS	6.061 AC.	5.24 AC. (86.45%)
PROPOSED CONDITIONS	6.061 AC.	3.50 AC. (57.75%)
NET DECREASE IN IMPERVIOUS AREA		1.74 AC. (28.7%)

LOT COVERAGE
(PROPOSED CONDITIONS)



LEGEND

IMPERVIOUS AREA

CHESTNUT ROW

ARROWHEAD DRIVE
CITY OF OXFORD
BUTLER COUNTY, OHIO

LOT COVERAGE PLAN

bayer becker
www.bayerbecker.com
110 S. Main Street, Suite 101
Oxford, OH 45056 - 513.523.4270

Drawn by: MEW
Checked By: DRL
Issue Date: 11/21/2016

SHEET: 1/2

Plot time: Nov 22, 2016 - 11:24am
Drawing name: J:\2016\16-0235\CV\DWG\16-0235 CD\16-0235 CD OS AND LC.dwg - Layout: Tab: LOT COVERAGE

Date: November 17, 2016

Description: Entire Lots #1730 & #1731

Location: City of Oxford
Butler County, Ohio

bayer becker

Situated in the State of Ohio, Section 26, Town 5, Range 1, Oxford Township, Congress Lands West of the Miami River, City of Oxford, Butler County and being entire Lot #1730 and #1731 of the Re-Plat of Part of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 519, Page "B" and being part of the lands of Brookside at Chestnut, LLC, as recorded in Official Record 6389, Page 1328 of the Butler County, Ohio Recorder's Office and being further described as follows;

Beginning at the southwest corner of Lot #3809 of the Re-Plat of Indian Hills Estates #1 as recorded in Official Record 8851, Page 1830 of the Butler County, Ohio Recorder's Office and being on the easterly right of way of Arrowhead Drive and being the **True Point of Beginning**;

thence, leaving the easterly right of way of said Arrowhead Drive and with the southerly boundary of said Lot #3809, South 87° 28' 18" East, 406.13 feet to the westerly boundary of Lot #808 and being the lands of Uptown 2, LLC as recorded in Official Record 8373, Page 1532 of the Butler County, Ohio Recorder's Office;

thence, leaving the southerly boundary of said Lot #3809 and with boundary of said Lot #808, South 07° 11' 18" East, 67.45 feet;

thence, South 87° 28' 18" East, 20.46 feet to the westerly boundary of Lot #807 and being the lands of the City of Oxford as recorded in Deed Book 1725, Page 322 of the Butler County, Ohio Recorder's Office;

thence, leaving the boundary of said Lot #808 and with the westerly boundary of said Lot #807, South 18° 42' 42" West, 119.23 feet;

thence, South 14° 17' 18" East, 110.00 feet to the northeast corner of Lot #1390 of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 506, Page "B" and being the lands of H & P Properties, Inc. as recorded in Official Record 8729, Page 258 of the Butler County, Ohio Recorder's Office;

thence, leaving the boundary of said Lot #807 and with the northerly boundary of said Lot #1390, South 57° 03' 42" West, 262.82 feet to the easterly right of way of said Arrowhead Drive;

thence, leaving the northerly boundary of said Lot #1390 and with the easterly right of way of said Arrowhead Drive for the following three courses:

1) North 29° 15' 18" West, 316.08 feet;
2) with a curve to the right, having a central angle of 25° 14' 00", a radius of 380.00 feet, an arc length of 167.35 feet, and a chord bearing and distance of, North 16° 38' 18" West, 166.00 feet;

3) North 04° 01' 18" West, 13.38 feet to the **True Point of Beginning,** containing 129,249 square feet or 2.967 acres of land, more or less and being subject to all easements, legal highways, restrictions and rights-of-way of record.

Date: November 17, 2016

Description: Entire Lots #1382, #1383, #1384 #1385, #1386, #1387 & #1388

Location: City of Oxford
Butler County, Ohio

bayer becker

Situated in the State of Ohio, Section 26 and 27, Town 5, Range 1, Oxford Township, Congress Lands West of the Miami River, City of Oxford, Butler County and being entire Lots #1382, Lot #1383, Lot #1384, Lot #1385, Lot #1386, Lot #1387 and Lot #1388 of Indian Hills Estates Subdivision #1 as recorded in Plat Envelope 506, Page "B" and being part of the lands of Brookside at Chestnut, LLC, as recorded in Official Record 6389, Page 1328 of the Butler County, Ohio Recorder's Office and being further described as follows;

Beginning at the northeast corner of Lot #1389 of said Indian Hills Estates #1 and being the lands of Scott and Anthony Augspurger as recorded in Deed Book 1671, Page 698 of the Butler County, Ohio Recorder's office and being on the westerly right of way of Arrowhead Drive and being the **True Point of Beginning**;

thence, leaving the westerly right of way of said Arrowhead Drive and with the northerly boundary of said Lot #1389, South 60° 44' 42" West, 179.92 feet to the easterly right of way of CSX Railroad;

thence, leaving the northerly boundary of said Lot #1389 and with the easterly right of way of CSX Railroad, North 29° 15' 18" West, 400.77 feet to the southerly corner of part of Lot #811 and being the lands of the State of Ohio as recorded in Official Record 7716, Page 1928 of the Butler County, Ohio Recorder's Office;

thence, leaving the easterly right of way of said CSX Railroad and with the easterly boundary of said part of Lot #811, North 04° 01' 18" West, 397.18 feet to the northeast corner of part of Lot #811 and being the northeast corner of the lands of Willyon, LLC as recorded in Official Record 6973, Page 2282 of the Butler County, Ohio Recorder's Office and being on the southerly right of way of Chestnut Street;

thence, leaving the easterly boundary of said part of Lot #811 and with the southerly right of way of said Chestnut Street, South 87° 28' 18" East, 168.85 feet to the westerly right of way of said Arrowhead Drive;

thence, leaving the southerly right of way of said Chestnut Street and with the westerly right of way of said Arrowhead Drive for the following four courses:

1) with a curve to the right, having a central angle of 83° 27' 00", a radius of 12.50 feet, an arc length of 18.21 feet, and a chord bearing and distance of South 45° 44' 48" East, 16.64 feet;
2) South 04° 01' 18" East, 224.42 feet;
3) with a curve to the left, having a central angle of 25° 14' 00", a radius of 440.00 feet, an arc length of 193.78 feet, and a chord bearing and distance of South 16° 38' 18" East, 192.22 feet;

4) South 29° 15' 18" East, 264.58 feet to the **True Point of Beginning,** containing 134,773 square feet or 3.094 acres of land, more or less and being subject to all easements, legal highways, restrictions and rights-of-way of record.

bayer becker

Where Creativity Meets Functionality

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

November 23, 2016

Mr. Victor Popescu, P.E.
City of Oxford
101 East High Street
Oxford, Ohio 45056

Re: Miami Village Residential Development Traffic Evaluation – Existing vs Proposed Redevelopment Impact

Dear Mr. Popescu,

Bayer Becker has completed the following Traffic Evaluation relative to the vehicular impact of the Miami Village Residential Development, a proposed residential redevelopment consisting of approximately 128 dwelling units and located on the east and west sides of Arrowhead Drive, in the City of Oxford, Butler County, Ohio. Miami Village is an existing development consisting of 189 dwelling units that will be raised and rebuilt on the same plot of land. Access to the redeveloped Miami Village Residential Development will be maintained at an existing driveway location approximately 280 feet on the east side and a new/relocated driveway location approximately 370 feet on the west side of Arrowhead Drive; south of East Chestnut Street (centerline to centerline).

Trip generation calculation comparison for the existing development and the proposed redevelopment were determined for the weekday average daily traffic (ADT) and for the AM and PM peak hours of adjacent street traffic using the procedures outlined in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 9th Edition.* The site generated trips are presented in the following table and the precise ITE trip generation excerpts are provided by attachment.

Land Use	ITE Code	Size	Units	ADT	AM Peak Hour			PM Peak Hour		
				Total	Enter	Exit	Total	Enter	Exit	Total
Miami Village Residential Development – Existing	230	189	DU	1,269	19	77	96	79	43	122
Miami Village Residential Development – Proposed	230	128	DU	899	13	53	66	57	31	88
Difference	-	-61	DU	-370	-6	-24	-30	-22	-12	-34

As shown in the above table, there is a reduction in estimated ADT, AM and PM peak hour trips between the existing and redeveloped Miami Village Residential Development.

East Chestnut Street is classified as an urban minor arterial per the City of Oxford Roadway Alternatives and Classifications Map. Based on the Ohio Department of Transportation (ODOT) traffic counts, the Average Annual Daily Traffic (AADT) for East Chestnut Street east of Arrowhead Drive is 7,652 vehicles per day. Based on the data contained in the ***U.S. Department of Transportation Federal Highway Administration – Highway Functional Classification Concepts, Criteria and Procedures, 2013 Edition***, the traffic volume of an urban minor arterial ranges between 3,000 – 14,000 AADT. Considering the existing mid-range traffic volumes on East Chestnut Street and the impact of the reduction in existing trips generated by the Miami Village Residential Development, the overall traffic impact of the redevelopment project will be minimal.

The ODOT traffic count and the U.S. Department of Transportation data sources are attached.

Based upon engineering judgment and the reduction in existing vehicular traffic to be generated by the proposed Miami Village Residential Development, the proposed redevelopment will have a negligible impact on the operations of Arrowhead Drive and the East Chestnut Street/Arrowhead Drive intersection.

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

Sincerely,

Etta M Reed, P.E.

cc: Guy Totino, Newbrook Partners

Apartment
(220)

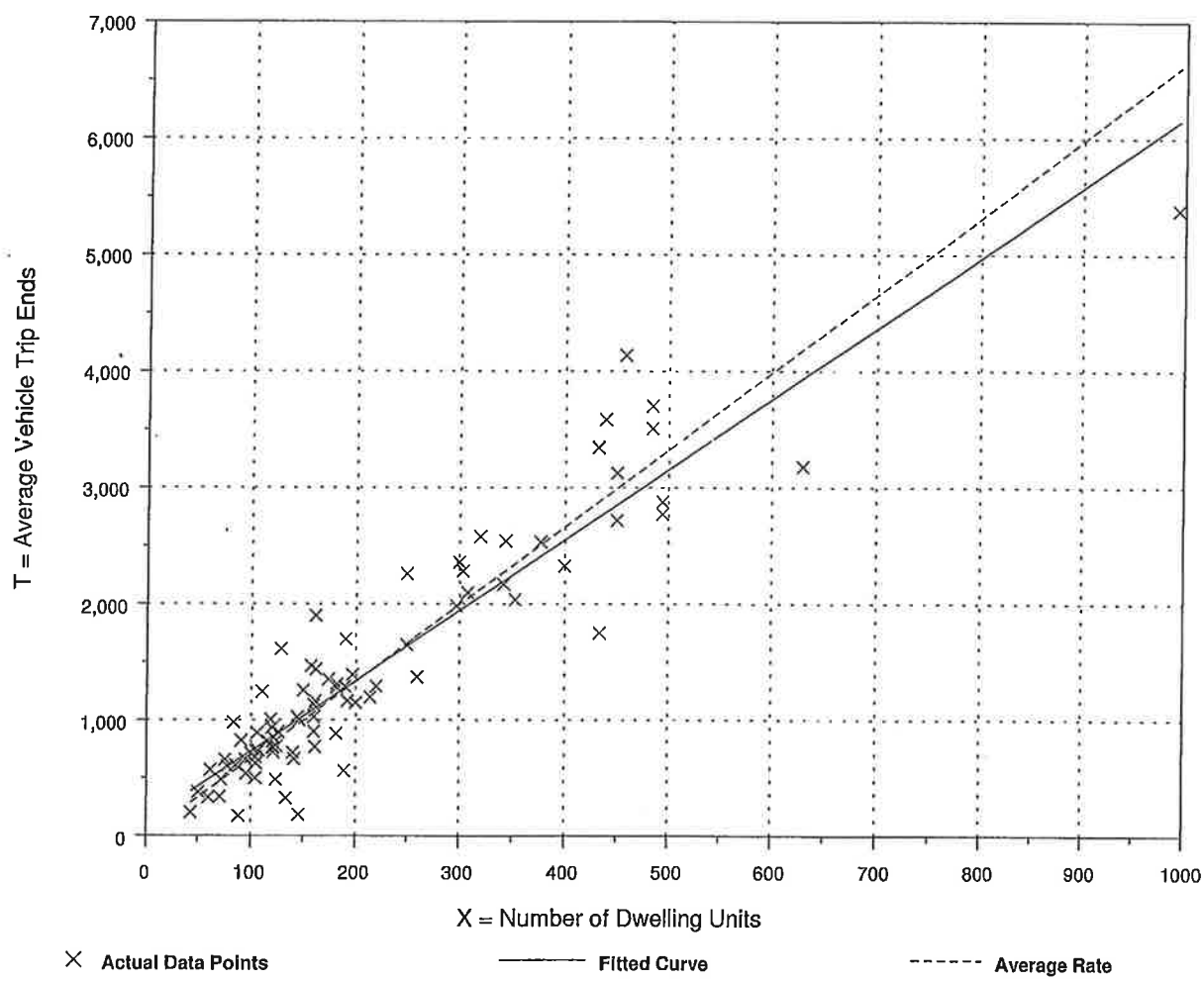
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Number of Studies: 88
Avg. Number of Dwelling Units: 210
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.65	1.27 - 12.50	3.07

Data Plot and Equation



Fitted Curve Equation: T = 6.06(X) + 123.56

R^2 = 0.87

Apartment
(220)

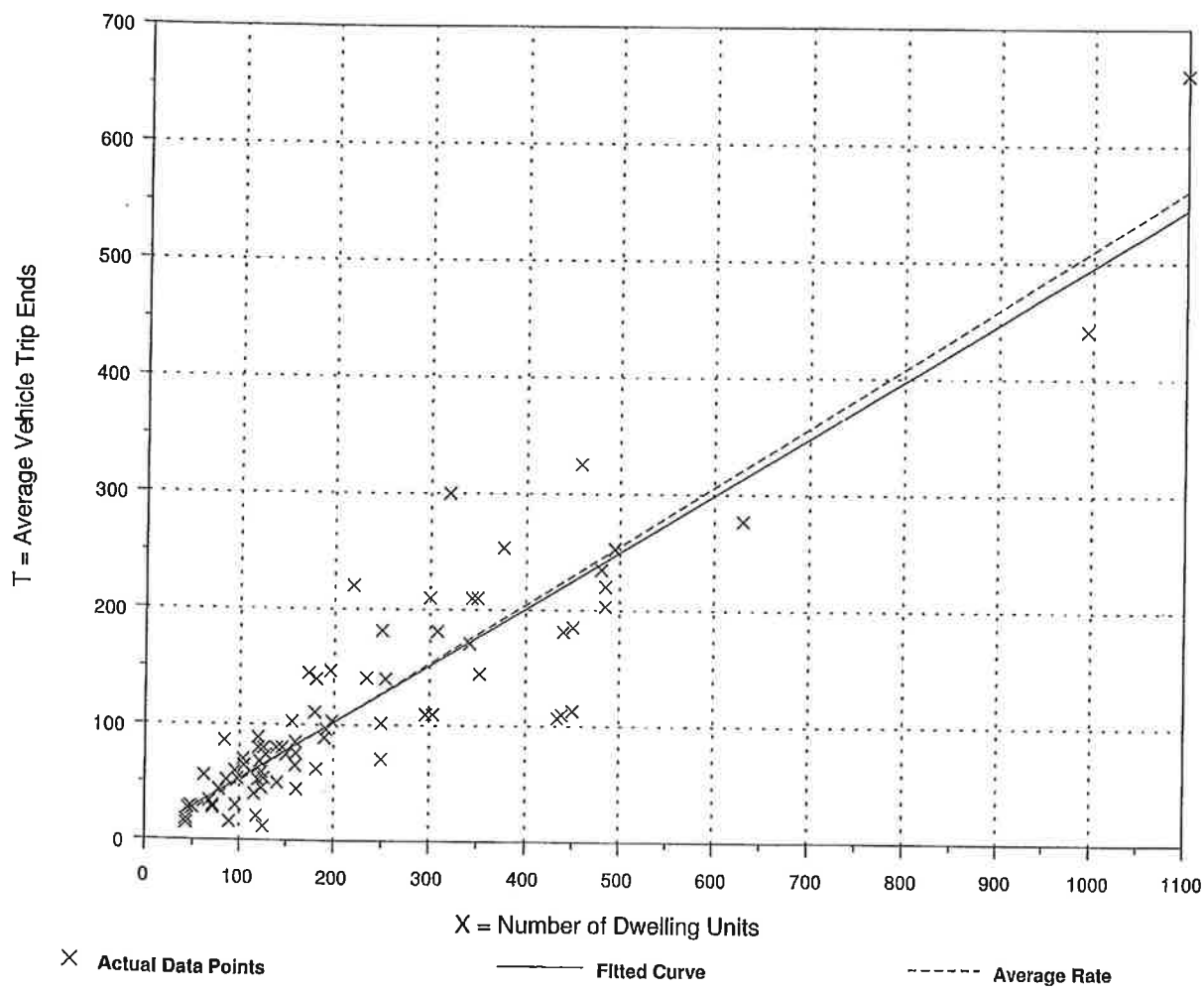
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 78
Avg. Number of Dwelling Units: 235
Directional Distribution: 20% entering, 80% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.10 - 1.02	0.73

Data Plot and Equation



Fitted Curve Equation: T = 0.49(X) + 3.73

R^2 = 0.83

Apartment
(220)

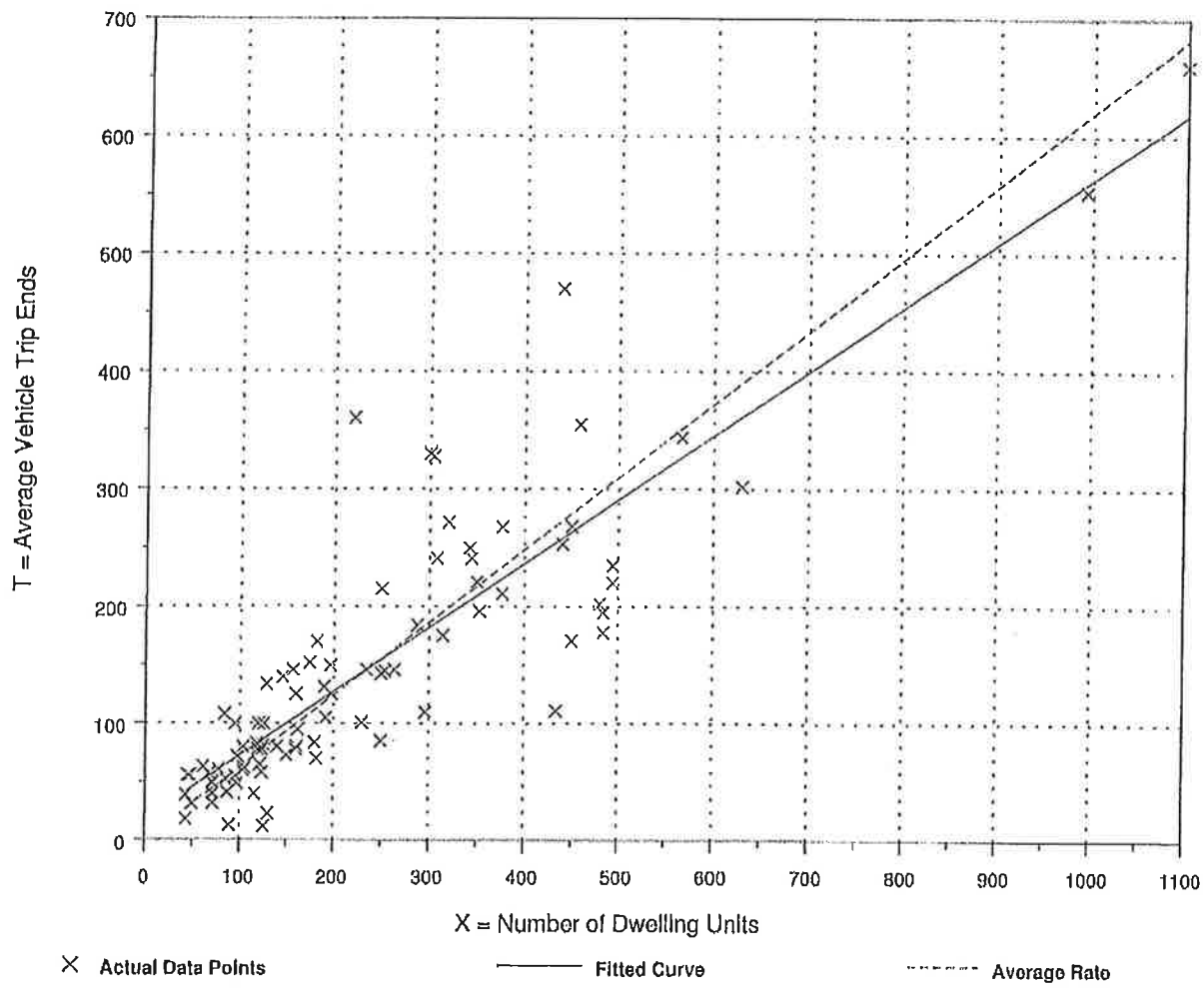
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 90
Avg. Number of Dwelling Units: 233
Directional Distribution: 65% entering, 35% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.62	0.10 - 1.64	0.82

Data Plot and Equation



Fitted Curve Equation: T = 0.55(X) + 17.65

R^2 = 0.77

Transportation Data Management System

List View | All DIRs

Record 1 of 1 Goto Record go

Location ID	60998	MPO ID	
Type	SPOT	HPMS ID	
On NHS		On HPMS	
LRS ID	CBUTCR00035**C	LRS Loc Pt.	4.305
SF Group	Urban Minor Arterial (4),Collector(5-6),Local(7)	Route Type	CR
AF Group	URBAN_MINOR_ARTERIAL	Route	00035
GF Group	URBAN_MINOR_ARTERIAL		
Class Dist Grp			
WIM Group			
QC Group	Default		
Fnct'l Class	Minor Arterial	Milepost	
Located On	CHESTNUT ST		
Loc On Alias			
More Detail			

STATION DATA

Directions: 2-WAY

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2015	7,734[3]						Grown from 2014
2014	7,652[3]						Grown from 2013
2013	7,848						
2006	8,381						

Travel Demand Model

	Model Year	Model AADT	AM PHV	AM PPV	MD PHV	MD PPV	PM PHV	PM PPV	NT PHV	NT PPV

VOLUME COUNT

	Date	Int	Total
No Data			

VOLUME TREND

Year	Annual Growth
2015	1%
2014	-2%
2013	-1%

SPEED

	Date	Int	Pace	85th	Total
No Data					

CLASSIFICATION

	Date	Int	Total
No Data			

WEIGH-IN-MOTION

	Date	Axles	Avg GVW	Total
No Data				

PER VEHICLE

	Date	Axles	85th	Total
No Data				

GAP

	Date	Int	Total
No Data			

PARTIAL COUNT

Date	Int	24-Hr Total

NOTES/FILES

	Note	Date	

Table 3-5: VMT and Mileage Guidelines by Functional Classifications - Arterials

	Arterials			
	Interstate	Other Freeways & Expressway	Other Principal Arterial	Minor Arterial
Typical Characteristics				
Lane Width	12 feet	11 - 12 feet	11 - 12 feet	10 feet - 12 feet
Inside Shoulder Width	4 feet - 12 feet	0 feet - 6 feet	0 feet	0 feet
Outside Shoulder Width	10 feet - 12 feet	8 feet - 12 feet	8 feet - 12 feet	4 feet - 8 feet
AADT[1] (Rural)	12,000 - 34,000	4,000 - 18,500[2]	2,000 - 8,500[2]	1,500 - 6,000
AADT[1] (Urban)	35,000 - 129,000	13,000 - 55,000[2]	7,000 – 27,000[2]	3,000 - 14,000
Divided/Undivided	Divided	Undivided/Divided	Undivided/Divided	Undivided
Access	Fully Controlled	Partially/Fully Controlled	Partially/Uncontrolled	Uncontrolled
Mileage/VMT Extent (Percentage Ranges)[1]				
Rural System				
Mileage Extent for Rural States[2]	1% - 3%	0% - 2%	2% - 6%	2% - 6%
Mileage Extent for Urban States	1% - 2%	0% - 2%	2% - 5%	3% - 7%
Mileage Extent for All States	1% - 2%	0% - 2%	2% - 6%	3% - 7%
VMT Extent for Rural States[2]	18% - 38%	0% - 7%	15% - 31%	9% - 20%
VMT Extent for Urban States	18% - 34%	0% - 8%	12% - 29%	12% - 19%
VMT Extent for All States	20% - 38%	0% - 8%	14% - 30%	11% - 20%
Urban System				
Mileage Extent for Rural States[2]	1% - 3%	0% - 2%	4% - 9%	7% - 14%
Mileage Extent for Urban States	1% - 2%	0% - 2%	4% - 5%	7% - 12%
Mileage Extent for All States	1% - 3%	0% - 2%	4% - 5%	7% - 14%
VMT Extent for Rural States[2]	17% - 31%	0% - 12%	16% - 33%	14% - 27%
VMT Extent for Urban States	17% - 30%	3% - 18%	17% - 29%	15% - 22%
VMT Extent for All States	17% - 31%	0% - 17%	16% - 31%	14% - 25%
Qualitative Description (Urban)	• Serve major activity centers, highest traffic volume corridors, and longest trip demands • Carry high proportion of total urban travel on minimum of mileage • Interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban area and movements through the urban area • Serve demand for intra-area travel between the central business district and outlying residential areas			• Interconnect with and augment the principal arterials • Serve trips of moderate length at a somewhat lower level of travel mobility than principal arterials • Distribute traffic to smaller geographic areas than those served by principal arterials • Provide more land access than principal arterials without penetrating identifiable neighborhoods • Provide urban connections for rural collectors
Qualitative Description (Rural)	• Serve corridor movements having trip length and travel density characteristics indicative of substantial statewide or interstate travel • Serve all or nearly all urbanized areas and a large majority of urban clusters areas with 25,000 and over population • Provide an integrated network of continuous routes without stub connections (dead ends)			• Link cities and larger towns (and other major destinations such as resorts capable of attracting travel over long distances) and form an integrated network providing interstate and inter-county service • Spaced at intervals, consistent with population density, so that all developed areas within the State are within a reasonable distance of an arterial roadway Provide service to corridors with trip lengths and travel density greater than those served by rural collectors and local roads and with relatively high travel speeds and minimum interference to through movement

1- *Ranges in this table are derived from 2011 HPMS data.*

2- *For this table, Rural States are defined as those with a maximum of 75 percent of their population in urban centers.*

Storm Sewer Design

10 yr. Storm

Project: Chestnut Row
Job No.: 16-0235

Formulas Used:
Q_r = ACI
V_p = 1.486 R^(2/3) S^(1/2)/n
Q_p = A_p V_p

Bayer Becker

Designed By: DGB Date: 11/22/2016
Reviewed By: BL Date:
Revisions: Date:

n = 0.011 unless otherwise shown

LOCATION		TOPOGRAPHY						TIME					DESIGN							CAPACITY		INLET DESIGN				
From	To	Impervious C=0.90	Pervious C=0.40	Total Area (acres)	Weighted "C"	A*C (acres)	Cumm. AC (acres)	T_o-inlet (min.)	T_p-pipe (min.)	T_c-conc. (min.)	Intensity (in./hr.)	Q_r (c.f.s.)	Pipe Size (inches)	"n"	Distance (ft.)	Slope (%)	Velocity (ft./sec)	Q_p (c.f.s.)	Q_r (c.f.s.)	Q_deficient =Q_r - Q_p	%Provided = Q_p/Q_r	T/Grate	Inlet Invert	Outlet Invert	Orifice Height(ft)	Orifice Flow(cfs)
12	11	0.25	0.12	0.37	0.74	0.27	0.27	5.00	0.35	5.00	6.79	1.85	12	0.011	112	1.00	5.36	4.21	1.85	0.00	227	875.58	872.35	871.23	2.73	6.46
11	10	0.34	0.13	0.47	0.76	0.36	0.63		0.48	5.00	6.79	4.28	15	0.011	150	0.70	5.20	6.39	4.28	0.00	149	875.71	870.98	869.93	4.11	12.37
10	7	0.31	0.12	0.43	0.76	0.33	0.96		0.22	5.48	6.62	6.34	15	0.011	77	0.91	5.93	7.28	6.34	0.00	115	876.34	869.93	869.23	5.78	14.69
9	8	0.71	0.21	0.92	0.79	0.72	0.72	5.00	0.18	5.00	6.79	4.91	12	0.011	93	2.51	8.49	6.67	4.91	0.00	136	877.90	874.00	871.68	3.40	7.21
8	7	0.26	0.10	0.36	0.76	0.27	1.00		0.13	5.00	6.79	6.77	12	0.011	74	2.98	9.25	7.27	6.77	0.00	107	877.74	871.43	869.23	5.81	9.42
7	6	0.00	0.00	0.00	0.45	0.00	1.96		0.09	5.70	6.55	12.80	18	0.011	53	1.85	9.56	16.89	12.80	0.00	132	877.54	868.98	868.00	7.81	24.57
6	5	0.15	0.00	0.15	0.90	0.14	2.09		0.10	5.79	6.52	13.62	18	0.011	75	3.35	12.85	22.70	13.62	0.00	167	876.46	868.00	865.50	7.71	24.42
5	4	0.00	0.00	0.00	0.90	0.00	2.09		0.19	5.89	6.49	13.55	24	0.011	69	0.50	8.04	18.98	13.55	0.00	140	877.88	865.00	864.65	11.88	53.88
16	4	0.00	0.07	0.07	0.40	0.03	0.03	5.00	0.11	5.00	6.79	0.19	12	0.011	81	5.00	11.99	9.42	0.19	0.00	4954	875.83	869.70	865.65	5.63	9.27
4	3	0.00	0.05	0.05	0.40	0.02	2.14		0.21	6.08	6.42	13.73	24	0.011	75	0.50	6.01	18.87	13.73	0.00	137	877.75	864.65	864.28	12.10	54.38
3	2	0.11	0.00	0.11	0.90	0.10	2.24		0.54	6.28	6.36	14.22	24	0.011	195	0.50	6.02	18.90	14.22	0.00	133	875.53	864.28	863.30	10.25	50.05
2	1	0.43	0.00	0.43	0.90	0.39	2.62		0.14	6.42	6.32	16.57	24	0.011	50	0.50	6.02	18.90	16.57	0.00	114	869.86	862.25	862.00	6.61	40.19
15	14	0.54	0.00	0.54	0.90	0.49	0.49	5.00	0.10	5.00	6.79	3.30	12	0.011	70	5.00	11.99	9.42	3.30	0.00	285	865.81	860.55	857.05	4.76	8.53
14	13	0.66	0.00	0.66	0.90	0.59	1.08		0.05	5.10	6.75	7.29	15	0.011	21	1.51	7.64	9.38	7.29	0.00	129	861.22	852.31	852.00	8.29	17.57

Page 10 of 10

CONCEPT RENDERING:
CORNER OF ARROWHEAD & CHESTNUT

THE VERGE (CHESTNUT ROW)

OXFORD, OHIO

12.23.2016

pdt architects, LLC

CONCEPT RENDERING:
FRONT (STREET) ELEVATION
CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016

pdt architects, ucc

CONCEPT RENDERING:
REAR (PARKING) ELEVATION

CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016

pdt architects, LLC

CONCEPT RENDERING:
FREESTANDING SIGN

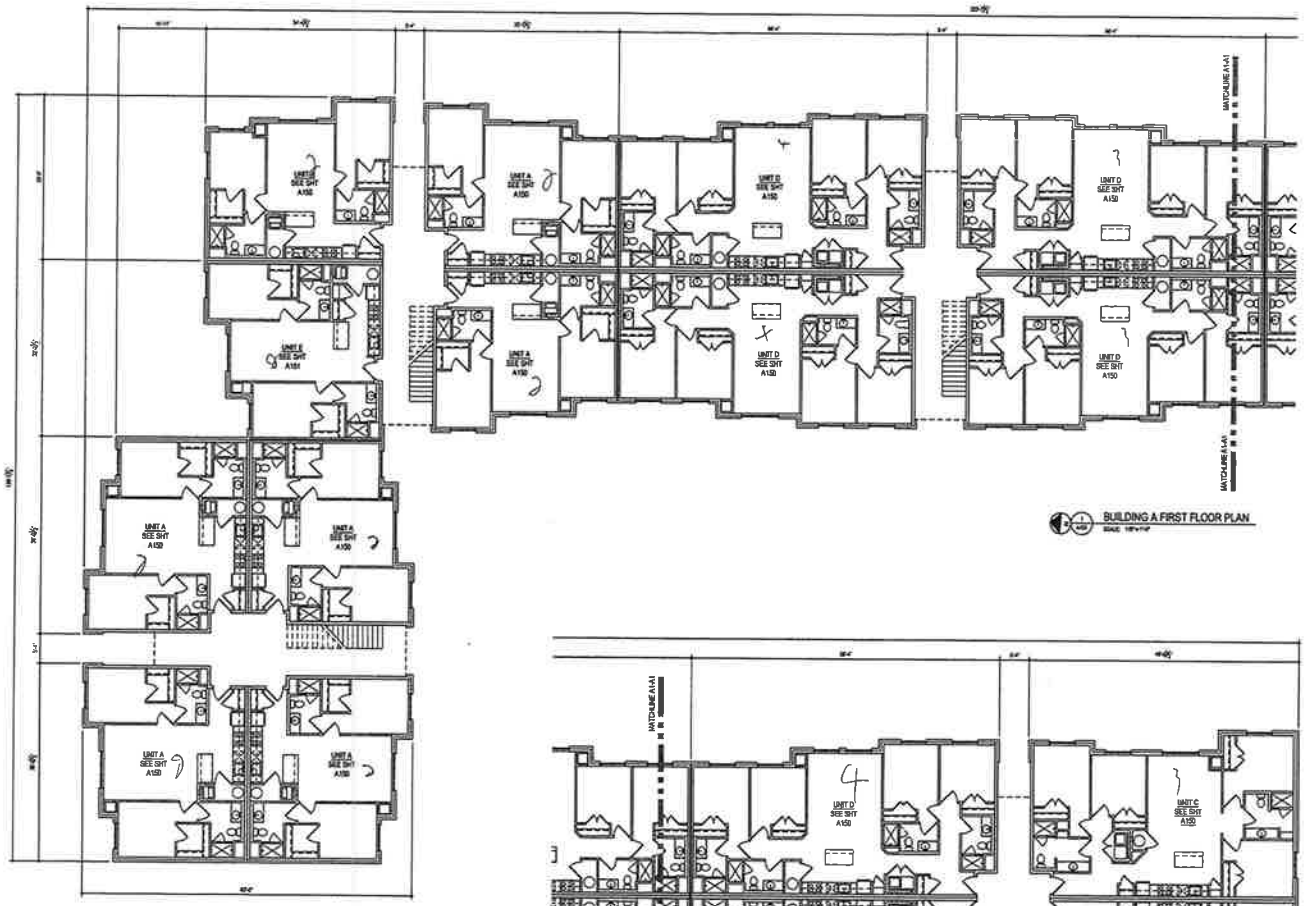
CHESTNUT ROW
OXFORD, OHIO
11.22.2016

pdt architects, LLC

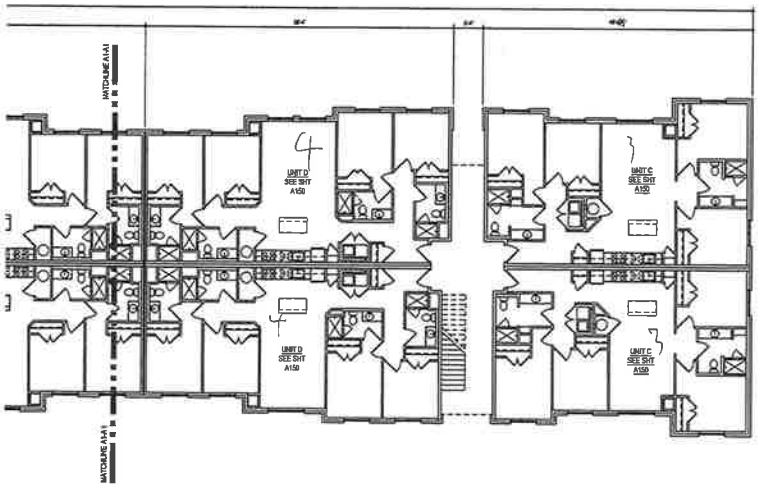
CONCEPT RENDERING:
TRASH ENCLOSURE

CHESTNUT ROW APARTMENTS
OXFORD, OHIO
11.22.2016

pdt architects, LLC



BUILDING A FIRST FLOOR PLAN



BUILDING A FIRST FLOOR PLAN

LEGEND

NEWBROOK PARTNERS

20033 DETROIT RD.
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SUITE E
CLEVELAND, OH 44116

CHESTNUT ROW Apartments

E. CHESTNUT ST. AND ARROWHEAD DR.
OXFORD, OH 45056

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F - 513. 651. 5530
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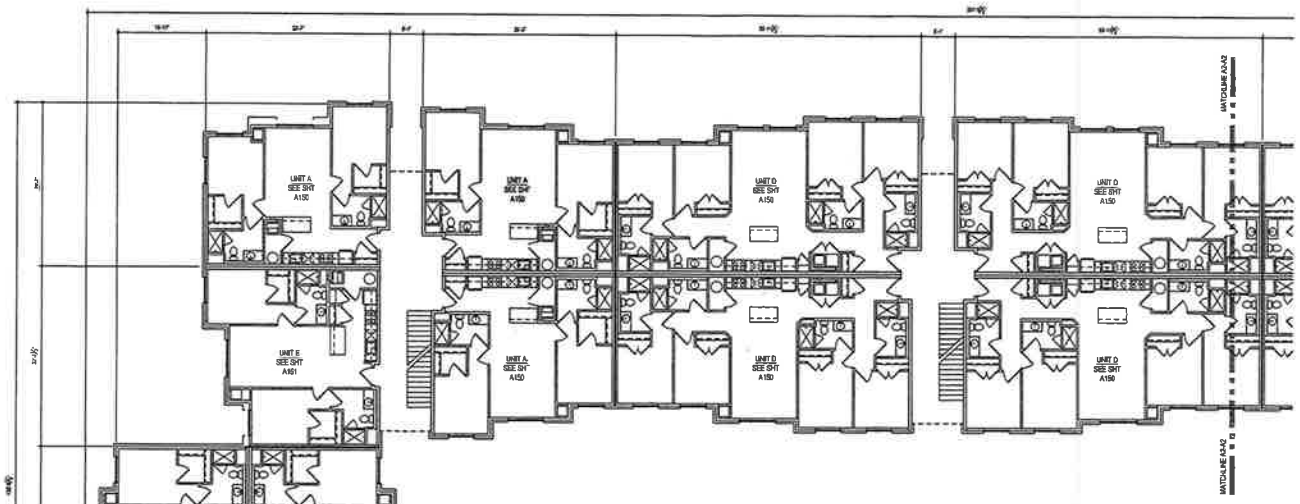
BUILDING A FIRST FLOOR PLAN

A101



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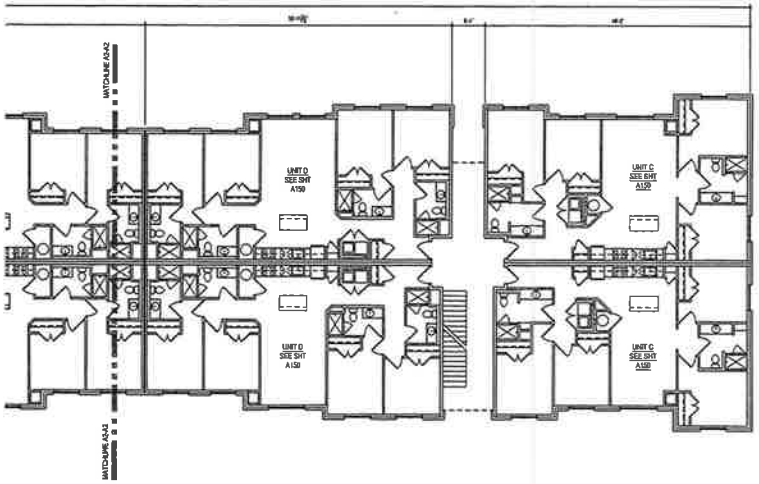
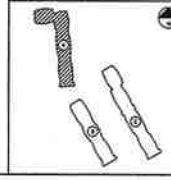


BUILDING A SECOND FLOOR PLAN

LEGEND



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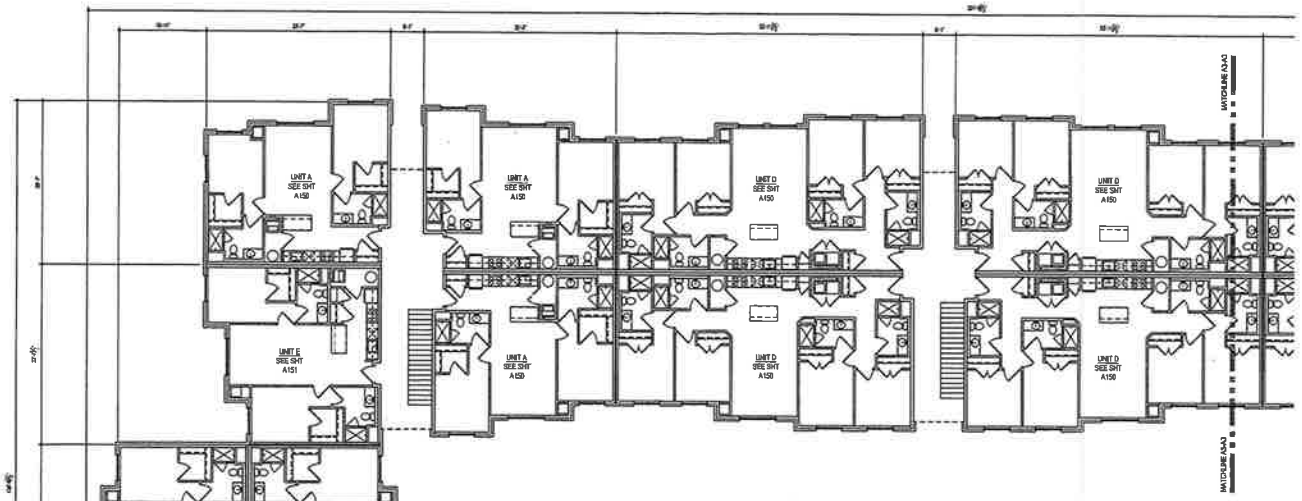
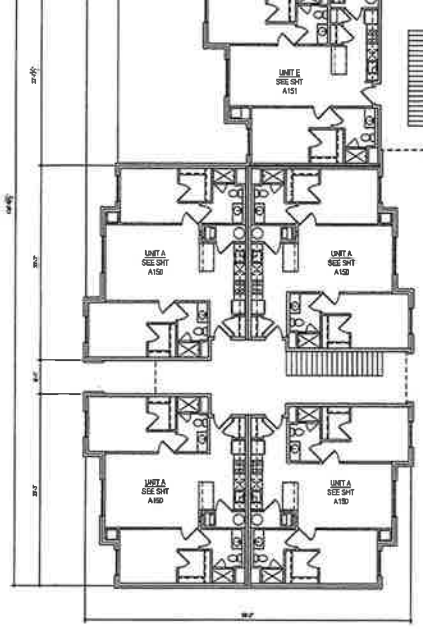
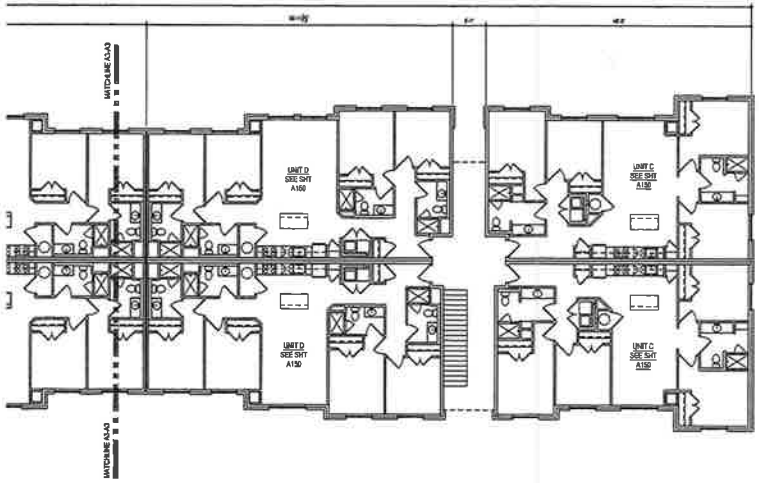
BUILDING A
SECOND FLOOR
PLAN

A102



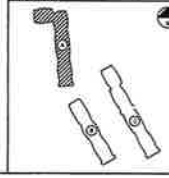
BUILDING A THIRD FLOOR PLAN





BUILDING A THIRD FLOOR PLAN

LEGEND



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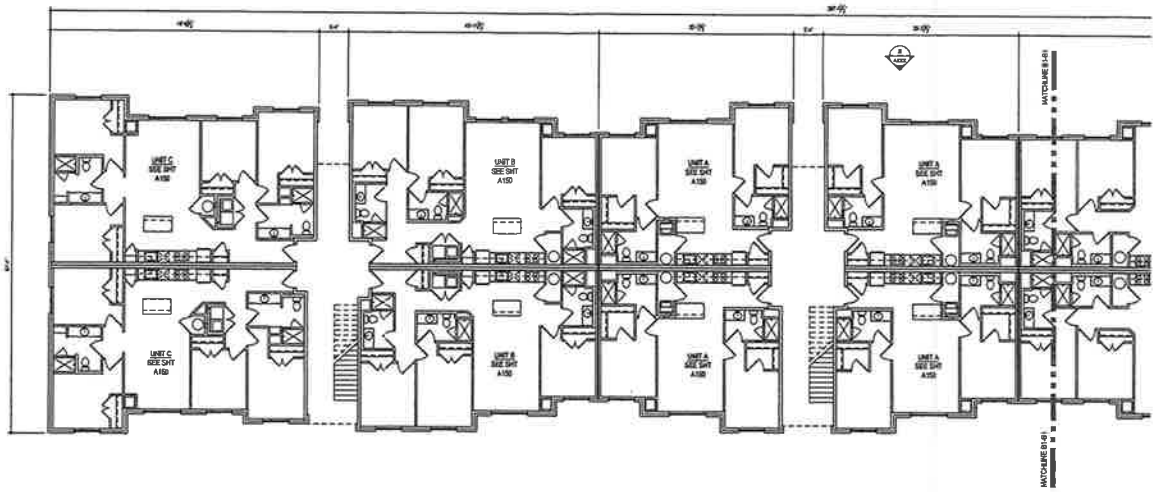
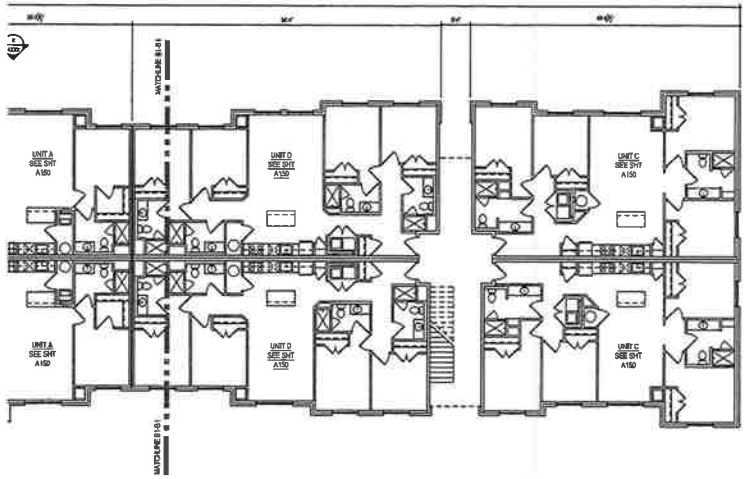
PRELIMINARY

BUILDING A
THIRD FLOOR
PLAN

A103

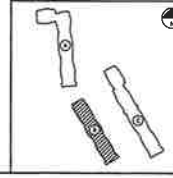


BUILDING B FIRST FLOOR PLAN



BUILDING B FIRST FLOOR PLAN

LEGEND



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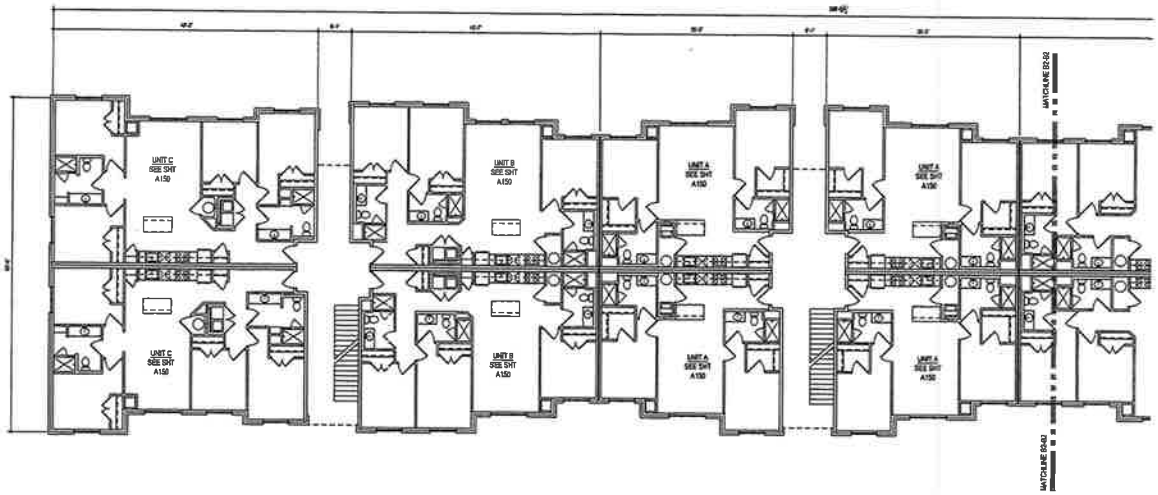
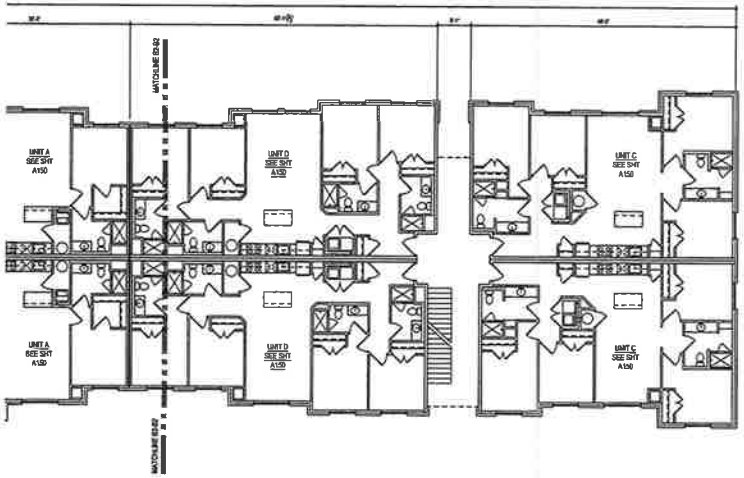
COMMISSION NO.	P-473

BUILDING B
FIRST FLOOR
PLAN

A104

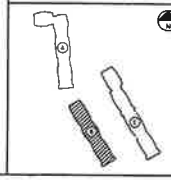


BUILDING B SECOND FLOOR PLAN



BUILDING B SECOND FLOOR PLAN

LEGEND



NEWBROOK PARTNERS

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

CHESTNUT ROW Apartments

E. CHESTNUT ST. AND ARROWHEAD DR.
OXFORD, OH 45056

pdt

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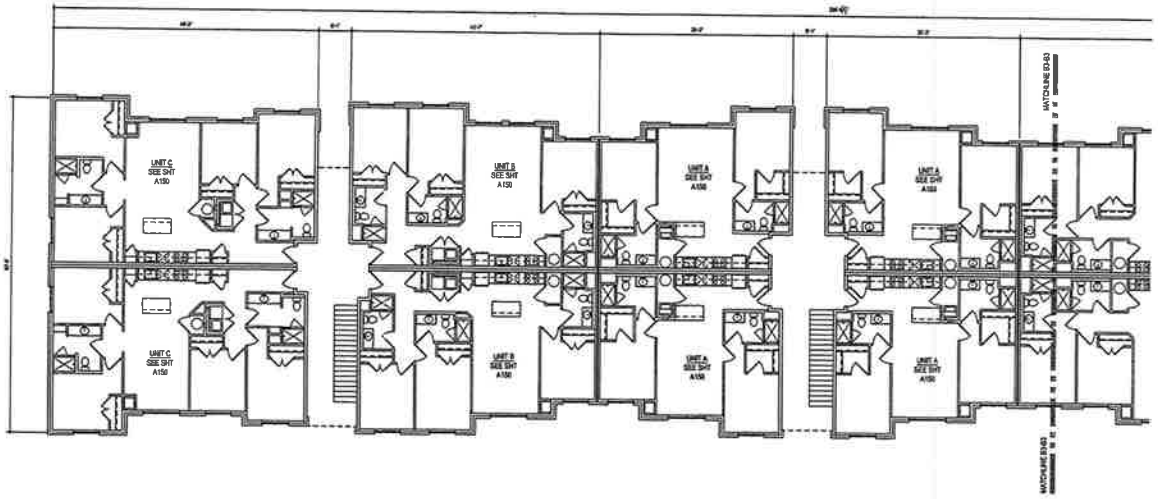
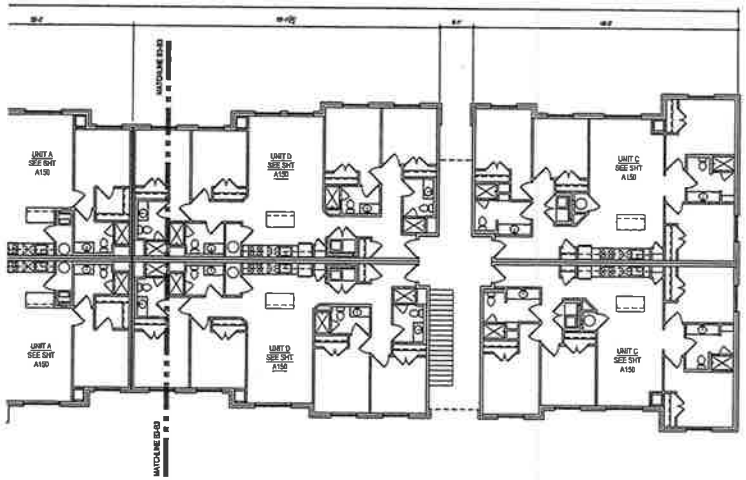
BUILDING B SECOND FLOOR PLAN

A105

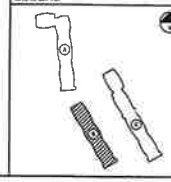


BUILDING B THIRD FLOOR PLAN



BUILDING B THIRD FLOOR PLAN

LEGEND



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CLEVELAND, OH 44116

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OXFORD, OH 45056

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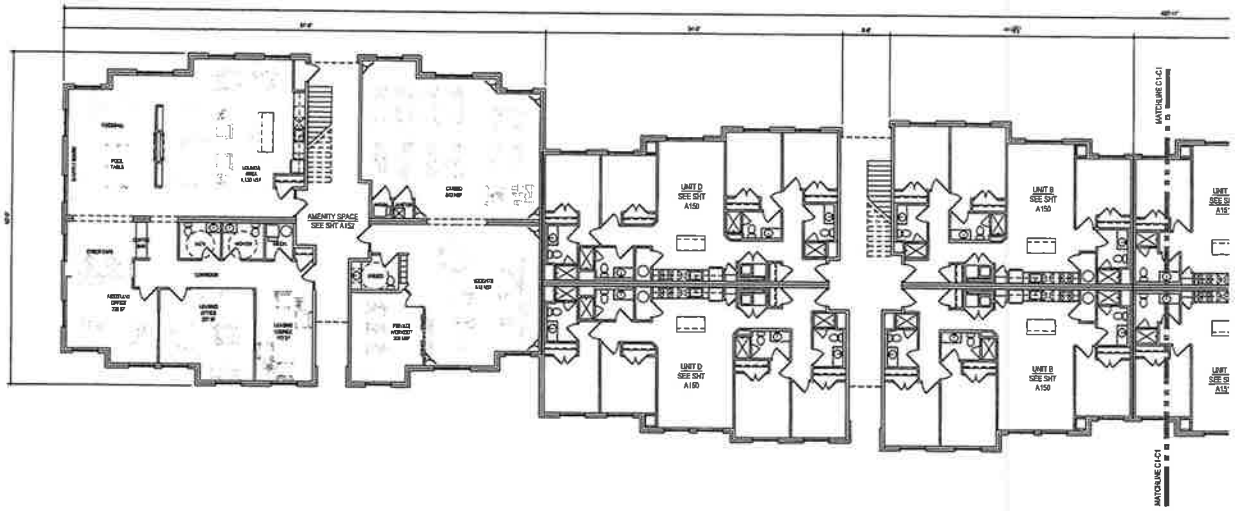
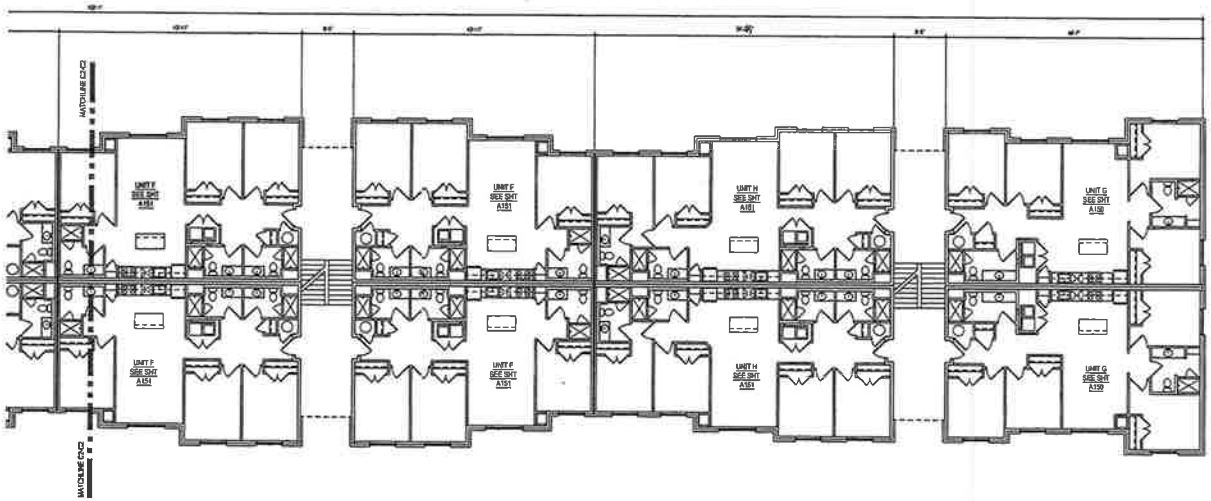
BUILDING B
THIRD FLOOR
PLAN

A106

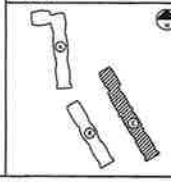


BUILDING C FIRST FLOOR PLAN



BUILDING C FIRST FLOOR PLAN

LEGEND



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NORTH RIDGE ANNEX
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CHESTNUT ROW Apartments

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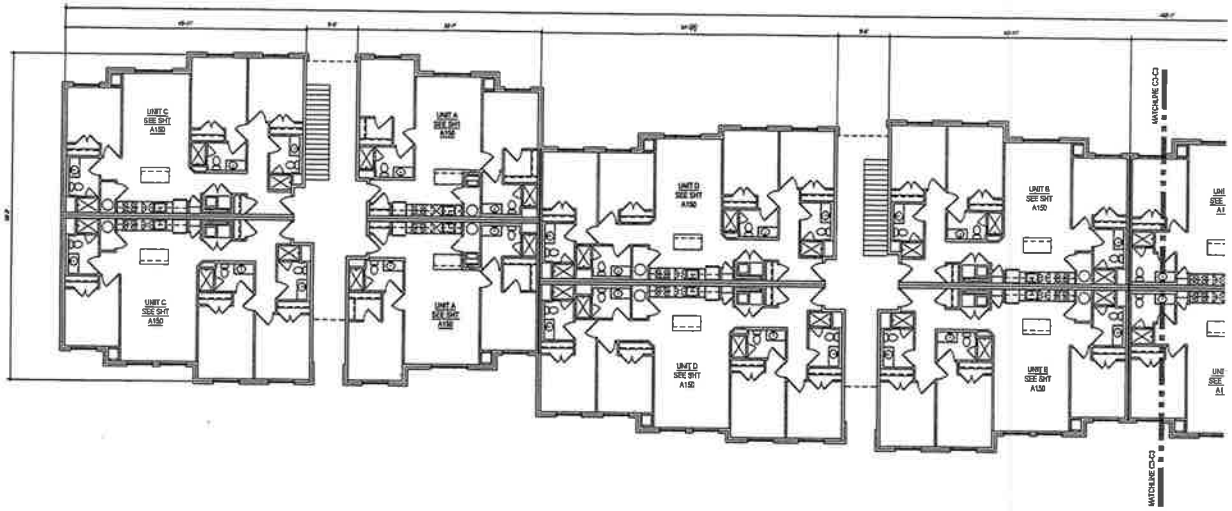
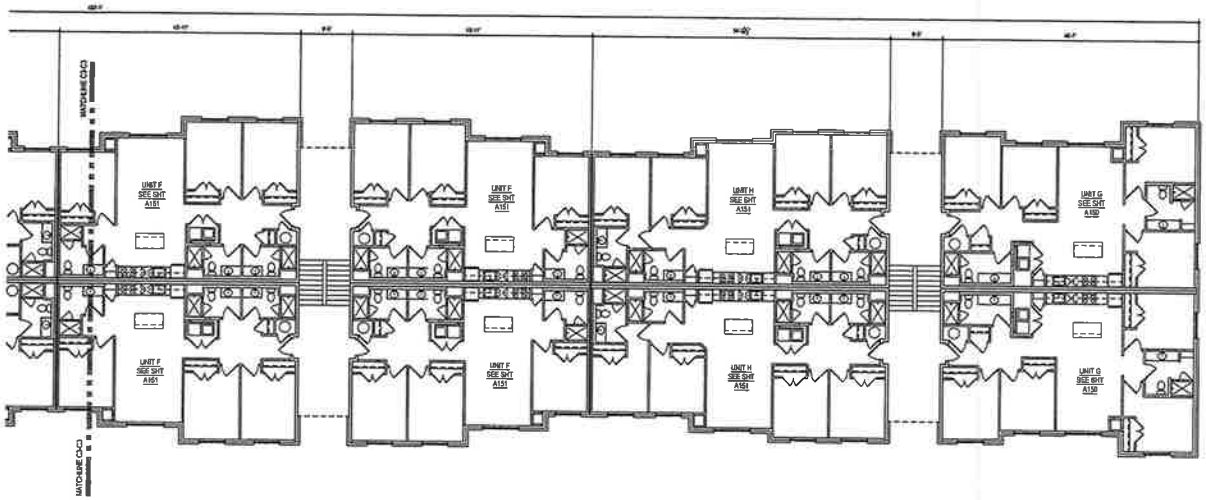
BUILDING C FIRST FLOOR PLAN

A107

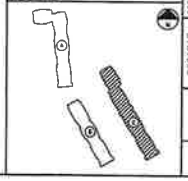


BUILDING C SECOND FLOOR PLAN



BUILDING C SECOND FLOOR PLAN

LEGEND



NEWBROOK PARTNERS

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NORTH RIDGE ANNEX
SUITE E
CLEVELAND, OH 44116

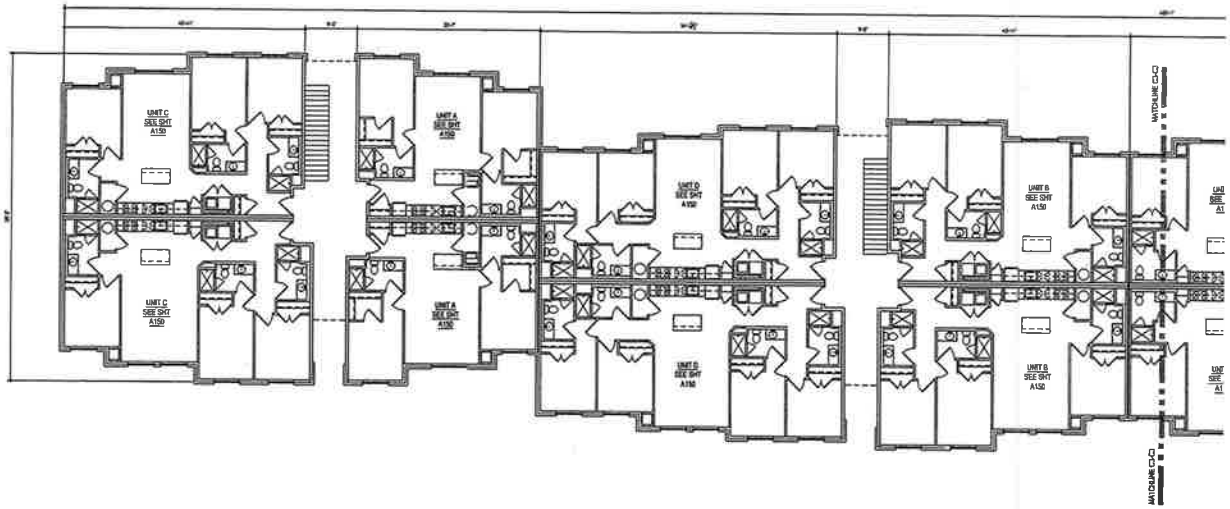
CHESTNUT ROW
Apartments
E. CHESTNUT ST. AND ARROWHEAD DR.
OXFORD, OH 45056

pdt

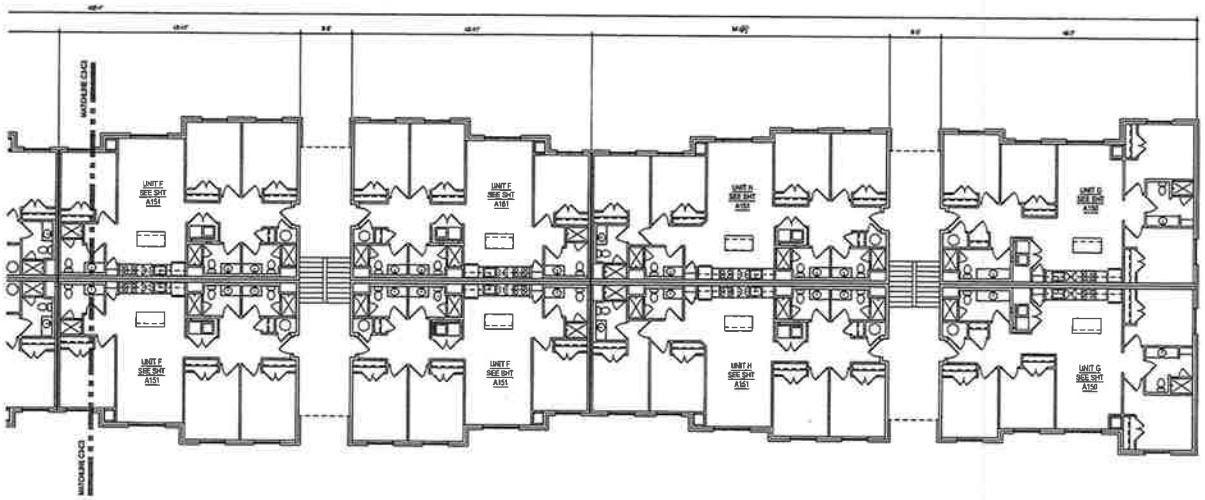
PRELIMINARY

BUILDING C
SECOND FLOOR
PLAN

A108

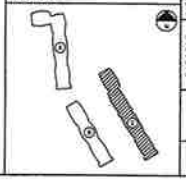


BUILDING C THIRD FLOOR PLAN



BUILDING C THIRD FLOOR PLAN

LEGEND



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NORTH RIDGE ANNEX
SUITE E
CLEVELAND, OH 44116

CHESTNUT ROW
Apartments

E. CHESTNUT ST. AND ARROWHEAD DR.
OAKFORD, OH 46030

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BUILDING C
THIRD FLOOR
PLAN

A109

View from the northwest property corner facing south along the west property line of existing building #1

View from the northwest property corner facing southeast towards existing building #1

View from the northwest property corner facing east along the walk of Chestnut St. and existing building #1

View from the corner of Chestnut St. and Arrowhead Dr. facing west along the walk of Chestnut St. and existing building #1

View from the corner of Chestnut St. and Arrowhead Dr. facing southwest towards existing building #1

View from the corner of Chestnut St. and Arrowhead Dr. facing southwest towards existing building #1

View from the center of Arrowhead Dr. facing south.

View from the center of Arrowhead Dr. facing southwest.

View from the center of Arrowhead Dr. facing southeast.

View from the center of Arrowhead Dr. at the south property line
facing southwest along existing building #4

View from the center of Arrowhead Dr. at the south property line
facing northeast along existing building #6

View from the southwest property corner facing north along the
west property line and existing building #4

View from the southwest property corner facing northeast along the south property line along existing building #4

View from the southeast property corner facing southwest along the south property line and building #6

View from the southeast property corner facing north
along the east property line and building #6

View from the east property line facing west towards building #6

View from the east property line facing north.

View from the northeast property corner facing south along the east property line.

View from the northeast property corner facing west along the north property line.

View from the the north property and entrance of building #5 facing east.