



**AGENDA**  
**OXFORD CITY COUNCIL REGULAR MEETING**

**COURTHOUSE**

**TUESDAY, JULY 21, 2026 AT 7:30 PM**

Michael Smith, Mayor

Alex French, Vice-Mayor  
Jason Bracken  
William Snavely

Amber Franklin  
Roxanne Ornelas  
Jim Vinch

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

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Participation.
  - A. Public Comments

**The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City**

**staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.**

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

- A. Minutes from the July 7, 2026, City Council Meeting. (Heather Barbour, Clerk of Council)

6. Resolutions.

- A. A Resolution Authorizing The City Manager To Submit A Payment In The Amount Of \$283,846.00 To The Ohio Water Development Authority To Pay Administrative Charges For Cooperative Agreement Account 12025 To Fund Water Treatment Plant Membrane Softening Improvements. (Michael Dreisbach, Service Director)
- B. A Resolution Authorizing The City Manager To Enter Into The Butler County Mutual Police Aid Agreement. (John Jones, Police Chief)

7. Ordinances.

**Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.**

A. First Reading

- 1. An Ordinance Repealing Code Section 351.03 Prohibited Standing Or Parking Places And Adopting New Section 351.03 Prohibited Standing Or Parking Places. (John Jones, Police Chief)

B. Second Reading

- 1. An Ordinance Providing For The Submission To The Electorate Of Amendments To The Charter Of The City Of Oxford, Ohio, And To Place The Same On The Ballot At The General Election, November 3, 2026. (Douglas R. Elliott, Jr., City Manager)
- 2. An Ordinance Providing For The Submission To The Electorate Of An Amendment To The Charter Of The City Of Oxford, Ohio, And To Place The Same On The

Ballot At The General Election, November 3, 2026. (Douglas R. Elliott, Jr., City Manager)

3. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With The Board Of Education Of The Talawanda Local School District For The Planned Construction Of A Passenger Rail Platform. (Michael Dreisbach, Service Director)
4. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Southwestern Ohio Seniors' Services, Inc., A Non-Profit Ohio Corporation Now Known As Maple Knoll Communities, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase VI. (Michael Dreisbach, Service Director)
5. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Clawson Properties I, LLC For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)
6. An Ordinance To Appropriate Certain Real Property Interests Owned By Ledger, LLC, With Interests By Others, For The BUT-Oxford Amtrak Station Project. (Michael Dreisbach, Service Director)
7. An Ordinance Amending Ordinance No. 3844 Supplemental Budget Ordinance Number 4 To Make Supplemental Appropriations For Fiscal Year 2026. (Heidi Ridenour, Finance Director)

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

| DATE     | Meeting                           |                    |            |
|----------|-----------------------------------|--------------------|------------|
| 1. Aug 4 | City Council                      | Courthouse         | 7:30 p.m.  |
| Aug 4    | Climate Action Steering Committee | Municipal Building | 10:30 a.m. |

|        |                                                  |                    |            |
|--------|--------------------------------------------------|--------------------|------------|
| Aug 5  | Environmental Commission                         | Municipal Building | 7:00 p.m.  |
| Aug 6  | Housing Advisory Commission —<br>CANCELED        | Courthouse         | 5:00 p.m.  |
| Aug 10 | Oxford Recreation Board                          | Municipal Building | 12:30 p.m. |
| Aug 10 | Public Arts Commission of Oxford                 | Courthouse         | 5:30 p.m.  |
| Aug 11 | Planning Commission                              | Courthouse         | 7:00 p.m.  |
| Aug 12 | Historic & Architectural Preservation Commission | Courthouse         | 6:00 p.m.  |
| Aug 17 | Oxford Parking & Transportation Advisory Board   | Municipal Building | 9:00 a.m.  |
| Aug 18 | City Council                                     | Courthouse         | 7:30 p.m.  |
| Aug 19 | Board of Building Appeals                        | Courthouse         | 5:30 p.m.  |
| Aug 25 | Board of Zoning Appeals                          | Courthouse         | 6:30 p.m.  |

9. Adjourn.



**MINUTES**  
**OXFORD CITY COUNCIL REGULAR MEETING**  
**COURTHOUSE**  
**TUESDAY, JULY 7, 2026 AT 7:30 PM**

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

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1. Roll Call.

A regular meeting of the Oxford City Council was called to order by Mayor Smith on Tuesday, July 7, 2026, at 7:30 p.m. Members in attendance were Roxanne Ornelas, Jason Bracken, Jim Vinch, Amber Franklin, William Snavelly, and Alex French.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Michael Dreisbach, Service Director; Mr. John Detherage, Fire Chief; Mr. Geoff Robinson, Police Lieutenant; Mr. Sam Perry, Community Development Director; Ms. Heidi Ridenour, Finance Director; Mr. Chad Smith, Parks and Recreation Director; Mr. Chris Conard, Law Director; and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Approve the Agenda  
(Voice Vote) 1st Ms. French 2nd Ms. Franklin  
AYE # 7  
NAY # 0  
ABS # 0

#### 4. Public Participation.

##### A. Proclamation TOPSS Grand Opening

Mayor Smith presented a proclamation recognizing TOPSS (Oxford Pantry and Social Services) in celebration of the organization's nearly two decades of service to residents of the Talawanda School District. The proclamation highlighted TOPSS' growth from a community food pantry into a comprehensive social services organization providing food assistance, housing support, emergency assistance, and other critical resources. It also recognized the organization's resilience during the COVID-19 pandemic and its continued expansion, including the opening of its new facility at 5445 College Corner Pike. The Mayor proclaimed July 17, 2026, as TOPSS Grand Opening Day in the City of Oxford. Ms. Sherry Martin, Executive Director of TOPSS, accepted the proclamation and thanked the City Council, City staff, volunteers, donors, and community partners for their continued support.

##### B. Public Comments

**The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.**

Public Comment - Ms. Linda Musmeci- Kimball, Melinda Drive - Ms. Musmeci- Kimball urged City Council to terminate the City's contract with Flock Safety, expressing concerns regarding privacy, civil liberties, and the long-term implications of mass surveillance. She argued that the technology continuously records and catalogs the movements of all vehicles that pass the cameras rather than only capturing vehicles involved in suspected criminal activity. Ms. Musmeci- Kimball stated that the data collected can reveal sensitive information about individuals' daily lives and is stored in a nationwide database accessible to participating law enforcement agencies with limited oversight. Ms. Musmeci- Kimball further expressed concern that ALPR technology has been used in other jurisdictions to monitor activities related to political activism, reproductive healthcare, immigration, gun ownership, and other lawful activities. She stated that surveillance systems often expand beyond their original intended purpose and cited concerns that Flock Safety has modified its contractual terms in ways that reduce local governments' control over their own data while increasing the company's authority over information sharing. She also referenced reports that some municipalities believed they had limited data sharing but later discovered broader access had been enabled. Concluding her remarks, Ms. Musmeci- Kimball stated that residents should have a reasonable expectation of

privacy regarding their movements in public spaces and expressed opposition to Oxford participating in what she characterized as a nationwide surveillance network. She requested that Council cancel the City's contract with Flock Safety and instead prioritize transparency, accountability, and protection of individual privacy rights. She concluded by stating that she did not consent to her movement records being stored and shared through such a system.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Motion – To Approve the Consent Agenda  
(Voice Vote) 1st Ms. French 2nd Ms. Franklin  
AYE # 7  
NAY # 0  
ABS # 0

- A. Minutes from the June 16, 2026, City Council Work Session. (Heather Barbour, Clerk of Council)
- B. Minutes from the June 16, 2026, City Council Meeting. (Heather Barbour, Clerk of Council)

6. Resolutions.

- A. A Resolution Authorizing The City Manager To Amend The Scope Of Services For Strand & Associates To Include Construction Engineering Services For A New Water Treatment Plant, And Amending The Not To Exceed Value For Their Contract. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7836  
(Voice Vote) 1st Ms. French 2nd Ms. Franklin  
AYE # 7

NAY # 0  
ABS # 0

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

- B. A Resolution Authorizing the City Manager to Enter Into an Agreement with Cronin Ford North, LLC For The Purchase Of Two Replacement Fleet Vehicles (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7837  
(Voice Vote) 1st Ms. French 2nd Ms. Franklin  
AYE # 7  
NAY # 0  
ABS # 0

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

- C. A Resolution To Declare The Necessity And Intent To Acquire Certain Parcels Of Real Estate Owned By Ledger, LLC, With Interest By Others, For The BUT-Oxford Amtrak Station Project. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7838  
(Voice Vote) 1st Ms. French 2nd Mr. Snively  
AYE # 6  
NAY # 0  
ABS # 0

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council. Ms. Ornelas left the dais at 7:51 p.m. and was not present during the vote. Ms. Ornelas returned to the dais at 7:54 p.m.

Public Comment - None.

- D. A Resolution Authorizing The Donation Of \$50,000 From The Opioid Settlement Fund To The Sheltering Oxford Nonprofit Organization To Support An Emergency Cold

Weather Shelter And Related Opioid Abatement Services As Described In Exhibit A  
(Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7839  
(Voice Vote) 1st Ms. French 2nd Mr. Snavelly  
AYE # 7  
NAY # 0  
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.  
Ms. Greene noted a correction to her staff report: the Winter House Operations will be from November 15, 2026—March 15, 2027.

Public Comment - None.

E.  
A Resolution Adopting The City Of Oxford's 2026 Americans With Disabilities Act (ADA) Transition Plan As Described In Exhibit A. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7840  
(Voice Vote) 1st Ms. French 2nd Ms. Ornelas  
AYE # 7  
NAY # 0  
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - None.

7. Ordinances.

**Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.**

A. First Reading

1. An Ordinance Providing For The Submission To The Electorate Of Amendments To The Charter Of The City Of Oxford, Ohio, And To Place The Same On The Ballot At The General Election, November 3, 2026. (Douglas R. Elliott, Jr., City Manager)

Mr. Elliott presented his staff report (slides included) and addressed questions and comments from the Council.

Motion – To separate recommendation #1, Amendment 2.11, from the list of other recommended Amendments and place it in a separate Ordinance for second reading and as a separate issue on the ballot.

(Voice Vote) 1st Mr. Snavelly 2nd Ms. Ornelas

AYE # 6

NAY # 1

ABS # 0

Motion – To separate recommendation #5, Amendment 4.01, from the list of other recommended Amendments and place it in a separate Ordinance for second reading and as a separate issue on the ballot.

(Voice Vote) 1st Ms. Ornelas 2nd

AYE #

NAY #

ABS #

Ms. Ornelas withdrew her motion to discuss Amendment 4.01. Additional discussion addressed the recommendation allowing a City Manager to reside outside the City with Council approval, noting that Ohio law no longer permits mandatory municipal residency requirements.

Motion – To remove Amendment 3.04 from the list of recommended Amendments.

(Voice Vote) 1st Mr. Bracken 2nd Mr. Snavelly

AYE # 4

NAY # 3

ABS # 0

Public Comment - None.

2. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With The Board Of Education Of The Talawanda Local School District For The Planned Construction Of A Passenger Rail Platform. (Michael Dreisbach, Service Director)

Mr. Dreisbach presented his staff report and addressed questions from the Council.

Public Comment - None.

3. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Southwestern Ohio Seniors' Services, Inc., A Non-Profit Ohio Corporation Now Known As Maple Knoll Communities, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase VI. (Michael Dreisbach, Service Director)

Mr. Dreisbach presented his staff report and addressed questions from the Council.

Public Comment - None.

4. An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Clawson Properties I, LLC For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director)

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

5. An Ordinance To Appropriate Certain Real Property Interests Owned By Ledger, LLC, With Interests By Others, For The BUT-Oxford Amtrak Station Project. (Michael Dreisbach, Service Director)

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

6. An Ordinance Amending Ordinance No. 3844 Supplemental Budget Ordinance Number 4 To Make Supplemental Appropriations For Fiscal Year 2026. (Heidi Ridenour, Finance Director)

Ms. Ridenour presented her staff report and addressed questions and comments from the Council.

Public Comment - None.

B. Second Reading

1. An Ordinance Approving The Final Subdivision Application And Plat For An Area Referred To As “Lake Forest” Consisting Of 4 Lots Situated On 97.292 Acres Currently Addressed As 1701, 1983, & 1986 Lake Forest Drive, Oxford, Ohio 45056, With Conditions (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3868.

(Roll Call Vote) 1st Ms. French 2nd Ms. Ornelas

AYE # 7

Ms. Ornelas, Mr. Snavelly, Mr. Vinch, Mr. Bracken, Ms. Franklin, Ms. French, and Mayor Smith.

NAY # 0

ABS # 0

Mr. Perry noted that a memo regarding the traffic impact was added to the agenda packet and that there were no other changes since the first reading and offered to answer any questions.

Public Comment - None.

2. An Ordinance Approving The Final Subdivision Application And Plat For Lake Forest Cove Section 1 Consisting Of 36 Lots Situated On 17.462 Acres Currently Addressed As 1701 Lake Forest Drive, Oxford, Ohio 45056, With Conditions. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3869.

(Roll Call Vote) 1st Ms. French 2nd Ms. Orneals

AYE # 7

Mr. Snavelly, Mr. Vinch, Mr. Bracken, Ms. Franklin, Ms. French, Ms. Ornelas, and Mayor Smith.

NAY # 0

ABS # 0

Mr. Perry reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

| DATE      | Meeting                              |                    |            |
|-----------|--------------------------------------|--------------------|------------|
| 1. Jul 13 | Oxford Recreation Board              | Municipal Building | 12:30 p.m. |
| Jul 13    | Public Arts Commission of Oxford     | Courthouse         | 5:30 p.m.  |
| Jul 14    | Planning Commission                  | Courthouse         | 5:30 p.m.  |
| Jul 15    | Board of Building Appeals - CANCELED | Courthouse         | 5:30 p.m.  |
| Jul 15    | Board of Zoning Appeals              | Courthouse         | 6:30 p.m.  |
| Jul 21    | City Council                         | Courthouse         | 7:30 p.m.  |
| Aug 4     | City Council                         | Courthouse         | 7:30 p.m.  |
| Aug 5     | Environmental Commission             | Municipal Building | 7:00 p.m.  |

9. Adjourn.

Motion – To Adjourn at 9:06 p.m.  
(Voice Vote) 1st Ms. French 2nd Ms. Ornelas  
AYE # 7  
NAY # 0  
ABS # 0

# PROPOSED CHARTER AMENDMENTS CITY OF OXFORD, OHIO

Douglas R. Elliott, Jr.  
City Manager

# Municipal Charters

- A municipal charter is the basic document that defines the organization, powers, functions and essential procedures of the city government. It is comparable to the Constitution of the United States or a state's constitution. The charter is, therefore, the most important legal document of any city. Charters are granted either directly by a state legislature by way of local legislation, or indirectly under a general municipal corporation law following a referendum vote of the proposal by the affected population.
- (from the National League of Cities website)

# Current Charter of the City of Oxford, Ohio

- Adopted by voters in 1960
- Adopted the Council-Manager form of government
- Prior to adoption of Charter, the village operated under the statutory Mayor-Council form of government with an elected Board of Public Affairs in charge of public utilities
- Reasons for City Manager form included growth and increasing complexity of village operations

# Oxford Charter

- Consists of Eleven Articles
- Article I- Incorporation, Form of Government, Powers
- Article II- The Council
- Article III- Ordinances and Resolutions
- Article IV- City Manager
- Article V- Administrative Departments
- Article VI- Taxation and Borrowing
- Article VII- Finance
- Article VIII- Boards and Commissions
- Article IX- Nominations and Elections
- Article X- General Provisions
- Article XI- Transitional Provisions

# Charter Review Commission

- Current Charter requires that City Council shall appoint a Commission every ten years to review the existing Charter and make recommendations for revision.
- Charter Review Commission members:
  - Mayor Michael Smith, City Council
  - Vice-Mayor Alex French, City Council
  - Alan Kyger
  - Carla Blackmar
  - Kevin McKeehan
- Met 3 times and reported to City Council on July 7, 2026

# Recommendation #1

- **1. Remove in Section 2.11 Powers of Council paragraph (4) all wording after first sentence.**
- A prohibition of structures containing more than three dwelling units was adopted in 1976 in the Mile Square. This prohibition was removed for the Uptown in 2007. It still exists for remaining Mile Square properties. It should be removed since planning and zoning codes and maps are a more effective method of implementing the City's Comprehensive Plan.

## Recommendation #2

- **2. REMOVE SECTION 2.12 UTILITY USERS LIABLE FOR OWN USES AND NOT FOR OTHERS.** This section was adopted by the electorate on May 8, 1973 as a result of a citizen initiative. This provision prohibits the City from certifying a lien to the county auditor for unpaid city water and sewerage fees. The City sends unpaid water and sewer bills to a collection agency quarterly. In 2025 the City sent a total of \$20,000 to collections and collected \$3,000.

## Recommendation #3

- **3. REVISE SECTION 3.04 PUBLICATION OF ORDINANCES** to require posting in one public place rather than at least three. This change aligns with Ohio Revised Code Section 731.21 titled “Publication of Ordinances and Resolutions which became effective on October 3, 2023.

## Recommendation #4

- **4. REVISE SECTION 3.05 INITIATIVE AND REFERENDUM** by changing from filing with **city auditor to city clerk**. This revision is needed since the city auditor position does exist in the City of Oxford's form of government.

## Recommendation #5

- **5. REVISE SECTION 4.01 APPOINTMENT OF CITY MANAGER** by adding the option of the city manager residing outside the city with the approval of city council. This change aligns with current Ohio law as stated in the Ohio Revised Code Section 9.481 which prohibits residency requirements for certain employees. Council may require residency through a contract.

## Recommendation #6

- **6. REVISE SECTION 4.02 CITY MANAGER DUTIES paragraph (7) by removing “Civil Service Commission” and adding “Personnel Appeals Board”. The Personnel Appeals Board replaced the Civil Service Commission with the 2017 Charter Amendments.**

# Recommendation #7

- **7. NEW SECTION 9.07 RECALL.** The proposed change to this section replaces the statutory reference to recall of members of council with a detailed process for recall since the statutory reference alone was found inadequate (see attached memorandum).

# Recommendation #8

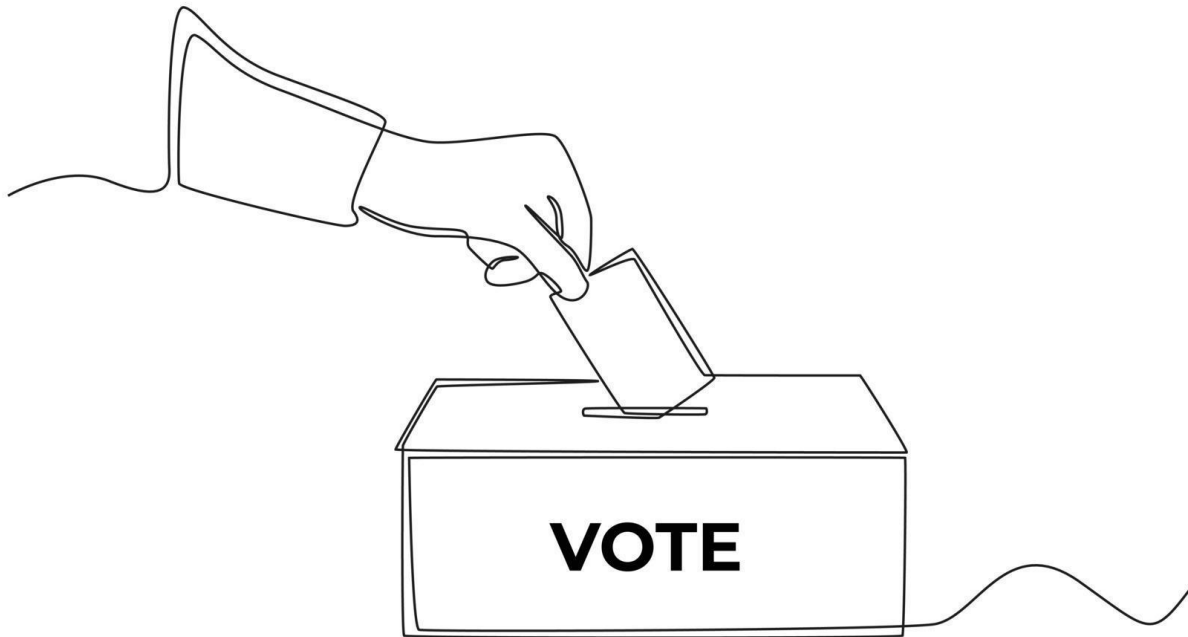
- **8. REMOVE SECTION 10.01 OFFICIAL BONDS and renumber subsequent paragraphs.** Currently only the Finance Director and Assistant Finance Director are bonded. Removal of this section avoids the potential of a financial recovery from the Finance Director and/or Assistant Finance Director by the bonding company for a loss incurred and paid for by the bonding company. If this provision is adopted by the electorate, the City would have the legal authority to expand existing coverage under the current Errors and Omissions & Employee Dishonesty and Faithful Performance Insurance Policies. Section 3.061 of the Ohio Revised Code, adopted in 2019, provides for this option.

# Condensed Summary of Proposed Amendments

- Remove 3 Sections (including a partial one)
- Revise 4 Sections
- One New Section

# Proposed Charter Amendments

- If ordinance adopted by Council, the City will forward to the Board of Elections before August 5<sup>th</sup> deadline.
- On the November 3, 2026 ballot
- Issue No. ?
- Presented as one amendment
- Current and Proposed Charter with Amendments on City Website in the News Section
- Questions?





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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Service                                                                                                                                                                                                                                                                                                        |
| <b>PREPARED BY:</b>                     | Mike Dreisbach                                                                                                                                                                                                                                                                                                 |
| <b>DATE PREPARED:</b>                   | 7/1/2026                                                                                                                                                                                                                                                                                                       |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                                                                                  |
| <b>AGENDA TITLE:</b>                    | A Resolution Authorizing The City Manager To Submit A Payment In The Amount Of \$283,846.00 To The Ohio Water Development Authority To Pay Administrative Charges For Cooperative Agreement Account 12025 To Fund Water Treatment Plant Membrane Softening Improvements. (Michael Dreisbach, Service Director) |
| <b>COUNCIL GOAL AREA:</b>               |                                                                                                                                                                                                                                                                                                                |
| <b>BUDGETED AMOUNT:</b>                 | \$26.1M                                                                                                                                                                                                                                                                                                        |
| <b>ACCOUNT CODE:</b>                    | 322.810.67122                                                                                                                                                                                                                                                                                                  |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                                                                                                                                                        |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE MBD                                                                                                                                                                                                                                                                                                        |

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### DISCUSSION:

The City has received approval from the Ohio Water Development Authority (OWDA) for membrane softening improvements at the City's water treatment plant. The City will pay \$23,988,616.00 for the project, including \$4,000,000.00 in principal forgiveness and a total blended interest rate of 2.51%. OWDA charges a fee to fund the administrative costs associated with the loan, in this case, \$283,846.00.

This Resolution will authorize the payment of \$283,846.00 to OWDA.

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A PAYMENT IN THE AMOUNT OF \$283,846.00 TO THE OHIO WATER DEVELOPMENT AUTHORITY TO PAY ADMINISTRATIVE CHARGES FOR COOPERATIVE AGREEMENT ACCOUNT 12025 TO FUND WATER TREATMENT PLANT MEMBRANE SOFTENING IMPROVEMENTS.

WHEREAS, the City has received approval from the Ohio Water Development Authority (OWDA) for membrane softening improvements at the City's water treatment plant; and

WHEREAS, the City will pay \$23,988,616.00 for the project, including \$4,000,000.00 in principal forgiveness and a total blended interest rate of 2.51%; and

WHEREAS, the OWDA charges a fee to fund the administrative costs associated with the loan, in this case, \$283,846.00.

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

SECTION 1: The City Manager is authorized to submit a payment in the amount of \$283,846.00 to the Ohio Water Development Authority to pay administrative charges for cooperative agreement account 12025 to fund water treatment plant membrane softening improvements.

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

\_\_\_\_\_  
MAYOR

ADOPTED:  
ATTEST

\_\_\_\_\_  
CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: MICHAEL SMITH  
PREPARED BY: LAW (STAFF)

## INVOICE

July 1, 2026

Douglas Elliott Jr.  
City Manager  
Oxford  
15 South College Ave.  
Oxford, OH 45056

RE: 12025  
WTP Membrane Softening Improvements  
Oxford  
Loan Fee

Cooperative Agreement for Account 12025 dated June 25, 2026 states a charge for OWDA's administrative expenses based on a total project cost of \$23,988,616.00.

Amount Due: \$283,846.00

Please make check payable to the Ohio Water Development Authority and remit within 30 days to:

OHIO WATER DEVELOPMENT AUTHORITY  
PO BOX 73514  
CLEVELAND, OH 44193



Michael Fraizer  
Executive Director

July 1, 2026

Douglas Elliott Jr.  
City Manager  
Oxford  
15 South College Ave.  
Oxford, OH 45056

Subject: WTP Membrane Softening Improvements  
OWDA Account#: 12025; FS390732-0011

On June 25, 2026, the Ohio Water Development Authority (OWDA) approved a loan for the project listed above in the amount of \$23,988,616.00. OWDA has encumbered funds for this project as per the attached project cost breakdown.

Enclosed are the following documents for your records:

- Project Cost Breakdown
- Fully executed copy of the loan agreement
- Certificate of Encumbrance
- Guide for Disbursement and Repayments

Also enclosed is the OWDA loan application fee invoice in the amount of \$283,846.00. Please remit payment at your earliest convenience.

Should you have any questions regarding this project, please contact me by email at [kkillian@owda.org](mailto:kkillian@owda.org) or by phone at (614) 466-0228. For questions regarding the disbursement process, please contact Christine Okonak by email at [cokonak@owda.org](mailto:cokonak@owda.org) or by phone at (614) 728-0174.

Sincerely,



Kimberly Killian  
Loan Officer

Enclosures

**WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT**

This Agreement made and entered into as of the “Effective Date,” by and among the Director of Environmental Protection (the “Director”), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority<sup>1</sup>, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the “OWDA”), and together with the Director, (sometimes collectively known as the “State”), and the governmental body specified as the “Borrower” on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1, as the “Resolution Date” (the capitalized terms not defined in the recitals being as defined in Article I herein);

**WITNESSETH:**

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize, and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the State for the protection and preservation of the public health, safety, convenience, and welfare, and the improvement of the economic welfare or employment opportunities of and the creation of jobs for the people of the State, or to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation, and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, Section 1452 (42 U.S.C. 300j-12) of the Safe Drinking Water Act Amendments of 1996 (the “SDWA”), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a drinking water assistance fund; and

WHEREAS, pursuant to the SDWA, states can provide low-cost loans and other types of assistance from a drinking water state revolving fund to eligible public water supply systems to finance the costs of infrastructure needed to achieve or maintain compliance with SDWA requirements; and

WHEREAS, the State has created a drinking water state revolving fund, designated the Drinking Water Assistance Fund (“DWAF”), and within the DWAF has created the Water Supply Revolving Loan Account (the “WSRLA”), pursuant to Ohio Revised Code Section 6109.22 to provide low-cost loans and other types of financial assistance as set forth in said Section; and

WHEREAS, to assist the Director (whenever the term “Director” is used herein, such term shall also be deemed to include the Director’s designated representative(s), if any) in providing low-cost loans and other types of assistance from the DWAF, and to assist in the administration and operation of the DWAF as authorized by the Ohio Revised Code Section 6109.22, the Director has entered into an Interagency Agreement with the OWDA, dated July 30, 1998 and has annually entered into a renewal of that Agreement; and

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<sup>1</sup> The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

## Water Supply Revolving Loan Account Agreement

WHEREAS, the Borrower is desirous of obtaining financing for necessary Project Facilities, using funds from the WSRLA; and

WHEREAS, the State is willing to provide financing to the Borrower for such Project Facilities, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6109.22, and is therefore eligible for financial assistance for its Project Facilities under the SDWA and said Section; and

WHEREAS, the Borrower has demonstrated to the satisfaction of the State that it has the capability to pay the Semi-Annual Payment over the Contract Period of Years; and

WHEREAS, the State and the Borrower have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

### ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Application Fee" means a charge levied by the State and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Agreement. This fee may be included as an eligible project cost. The fee is calculated at one and thirty-five hundredths percent (1.35%) of the estimated Eligible Project Costs, allocated as follows: to the Director, one percent (1.00%), and to the OWDA, thirty-five hundredths percent (.35%).

(b) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1, as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under SDWA Section 1452 (42 U.S.C. 300j-12) and Ohio Revised Code Section 6109.22.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of such disbursement.

(e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1, as "Interest Rate."

(f) "Contract Period" means the period beginning on the Effective Date and ending on the date of the conclusion of the Contract Period of Years.

(g) "Contract Period of Years" means the period of calendar years shown on Exhibit 1, as "Term In Years," commencing on the Date of Initial Payment to the WSRLA as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than eighteen (18) months following the actual Initiation

of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed the "Term in Years" identified on Exhibit 1.

(h) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(i) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(j) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WSRLA, a description and distribution of which, subject to paragraph 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

(k) "Project Plan" means all materials developed by the Borrower and the Director, including the Director's approvals and any applicable conditions, in satisfaction of Ohio Revised Code Sections 6109.07, 6109.22, 6109.24, and any applicable requirements of federal law.

(l) "Finding of No Significant Impact" or "FNSI" means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Section 6109.22 (J)(4).

(m) "Participation Rate" means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(n) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Drinking Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its public drinking water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement, or other instrument heretofore or hereafter entered into by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system.

(o) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1, attached hereto and made a part hereof and more particularly described in the approved plans, specifications, and approvals on file with the Director, together with any changes therein made pursuant to Article III hereof.

(p) "Project Participation Principal Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds from the WSRLA, which costs shall in no event exceed the amount specified on Exhibit 1 as the "Principal Amount."

(q) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights, or other interests in real estate necessary for the construction and operation of the Project Facilities.

(r) "Semi-Annual Payment" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal Amount and the Participation Rate is specified on Exhibit 1, beneath the Principal Amount.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Semi-Annual Payment shall be based upon the best figures available at the time the computation of each Semi-Annual Payment is required to be made. When such final costs are known, the Semi-Annual Payment shall be recomputed and the next following Semi-Annual Payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Semi-Annual Payment at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(s) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(t) "Drinking Water Service Charge" means a charge against the user payable to the Borrower for the distribution and treatment of public drinking water and for the provision of the facilities therefor.

## **ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO**

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the Borrower.

Section 2.2. The Borrower agrees that the State or its designated representatives shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8. hereof.

## **ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF**

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract.

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) will provide that the designated representatives of the State will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(c) The construction of the Project Facilities on the Project Site, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state, and local laws, ordinances, rules, and regulations and will be performed in compliance with all applicable federal, state, and local environmental laws and regulations in effect as of the date hereof.

(d) Following construction contract award and prior to the commencement of construction, the Borrower will arrange and conduct a pre-construction conference to include the Borrower, the consulting engineers of the Borrower, and all contractors, and designated representatives of the State as appropriate or necessary.

(e) The Borrower will comply with the provisions of 40 U.S.C.A. § 3142 (also known as the Davis-Bacon Act) and related Acts including, concerning rate of wages for laborers and mechanics employed by contractors and subcontractors.

(f) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(g) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

(h) Any change(s) in a construction contract regardless of costs, which substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities will be submitted to the Director for prior approval and then, upon approval, be forwarded to the OWDA. If it is determined that the change(s) is substantial, additional Project Plans may be required to enable the Borrower to obtain the necessary plan approvals. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until the Director's approval of the change orders has been obtained.

(i) Change orders that may not require prior approval of additional Project Plans by the Director shall be submitted to the Director within one (1) month of the time at which they are approved by the Borrower. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until the Director determines that prior approval of additional Project Plans is not required, and the costs are eligible.

(j) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower.

(k) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

## Water Supply Revolving Loan Account Agreement

(l) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

(m) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit for review, if requested, by the State for the life of the loan period.

(n) The Borrower acknowledges and agrees that its obligation under Section 3.2(c) to conform to applicable requirements of federal laws, rules, and regulations includes, without limitation, the obligation to:

(i) Comply with all applicable federal requirements imposed by the Federal Consolidated Appropriations Act and/or related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") and that if applicable, all manufactured products used in the projects are to be produced in the United States as required by the Build America, Buy America Act (BABAA), *eff. May 14, 2022* unless (A) the Borrower has requested and obtained a waiver from the Director pertaining to the Project or (B) the Director has otherwise advised the Borrower in writing that BABAA and/or the American Iron and Steel Requirement is not applicable to the Project; or (C) a BABAA program Waiver applies.

(ii) Comply with all record keeping and reporting requirements under the Clean Water Act (the "CWA"), including any reports required by the federal agency or the Director such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (A) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (B) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Borrower of financial assistance provided under this Agreement and/or other remedial actions.

Section 3.3. In connection with the construction, accounting, and auditing of the Project Facilities, the Borrower agrees to:

(a) Establish fiscal controls and accounting systems of all Project Costs. These systems must be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

(b) Keep accurate records of all Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Auditing Standards (GAGAS).

(c) Permit the State, acting by or through its designated representatives, to inspect all books, documents, papers, and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits, or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

(d) In the event construction costs are to be paid from loan proceeds under this Agreement, the Borrower shall comply with the Federal Davis-Bacon Act, codified at 40 U.S.C.A. 3141-3144, 3146, and 3147 unless waived in writing by the State, and as long as any such State waiver is consistent with federal law.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the DWAF, the Ohio Revised Code Section 6109.22, and the SDWA, which must be met before receiving disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Project Participation Principal Amount disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination, or, at the State's option, upon terms mutually agreed to between the State and the Borrower.

Section 3.8. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the DWAF (hereinafter referred to as the "Trustee," which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the DWAF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WSRLA federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements of paragraph (k) of Section 3.2. above, the OWDA shall cause the Trustee to disburse monies of the DWAF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the State.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the State of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with the following requirements in accordance with the time schedule contained in Section 3.11. hereof:

(a) In addition to the legislation required by this Agreement in the preambles, the Borrower, through its legislative body, shall pass legislation, to implement the system of user charges (Operation, Maintenance, and Replacement expenses) and the public water use ordinance that was contingently approved by the Director prior to the execution of this Agreement. In addition, if appropriate, the Borrower shall execute an approved intermunicipal service agreement.

(b) If deemed necessary by the plan approvals, the Borrower shall be in compliance with any required SDWA amendments, as described in the plan approvals, accepted in the Approved Application, and incorporated into this Agreement on Exhibit 1, as "Special Terms and Conditions," and made a part hereof.

(c) The Borrower shall comply with applicable "fair share" goals for utilization of Disadvantaged Business Enterprises and with related reporting requirements annually by October 15<sup>th</sup> of each year.

(d) The loan recipient shall notify the Director in writing within thirty (30) days of the completion of project construction, and shall submit the final change order, along with any contractors' final costs to the Director. The Director shall schedule the final inspection within one hundred eighty (180) days of the receipt of the notice of completion, provided that all necessary change orders have been submitted and approved.

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10. above and in compliance with the following:

(a) By the time fifty percent (50%) of the Eligible Project Costs to be reimbursed by DWAF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State that it is in compliance with the requirements of paragraph (b) of Section 3.10. above, as the compliance relates to construction of the Project Facilities.

Except as related to paragraph (b) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (k) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

#### **ARTICLE IV - PAYMENTS BY BORROWER**

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1 and July 1 of each year of the Contract Period of Years to the WSRLA, the Semi-Annual Payment, solely from the Pledged Revenues. The date of the initial Semi-Annual Payment is identified on Exhibit 1.

The obligation of the Borrower to pay the charges set forth in this Section 4.1. shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that construction or operation of the Project Facilities shall cease or be suspended for any reason,

unless otherwise agreed to in writing by the State, the Borrower shall continue to be obligated to pay such charges pursuant to this Section 4.1. In the event the Borrower defaults in the payment of the Semi-Annual Payment, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for financing from the DWAF.

In the event that the Borrower fails to make a full Semi-Annual Payment as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment of the outstanding principal.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required, or pledged, for the performance of any duty under this Agreement. This Agreement does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than the fifteenth (15<sup>th</sup>) day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 4.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first (1<sup>st</sup>) day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 4.3. The Borrower hereby agrees:

(a) That the Borrower will at all times prescribe and charge such rates, after meeting: (1) operation and maintenance expenses therefore; and, (2) the payment of all amounts required by any Mortgage, Indenture of Mortgage, Trust Indenture, or other instrument heretofore or hereafter granted by the Borrower, or contractual obligations between the Borrower and the State, payable solely from Pledged Revenues, as shall result in revenues at least adequate, to provide for the payments required by Section 4.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; and

(b) That the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income of the Borrower's public drinking water system and also an annual report of the accounts and operations of the wastewater system and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts, documents and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the borrower's public drinking water system from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 4.4. If the Borrower pays all or any portion of the Semi-Annual Payment from Special Assessment Funds, and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the Borrower may elect to apply the amount of such payment to the reduction of the Project Participation Principal Amount by including that amount with its next Semi-Annual Payment pursuant to Section 4.1. hereof, accompanied by a written notice to the State identifying the amount so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OWDA shall recompute the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OWDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual Payments.

Section 4.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event the Borrower or its contractors receives WSRLA moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys to the WSRLA at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, 17 C.F.R. § 240.10b-5, and 17 C.F.R. § 240.15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board (“MSRB”), through the EMMA System (as defined below), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State’s incorporation by reference into State official statements or other State filings with the MSRB, of any official statements or portions thereof, financial statements, or other documents that the Borrower may have filed or may file with the MSRB. In the event the Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts, and data of the Borrower’s public drinking water system and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3. hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the following is the website address for EMMA: [emma.msrb.org](http://emma.msrb.org).

## **ARTICLE V - MAINTENANCE, OPERATION, INSURANCE, AND CONDEMNATION**

Section 5.1. The Borrower agrees that during the Contract Period of Years it will:

(a) Operate the Project Facilities in compliance with all applicable federal, state, and local environmental laws and regulations in effect during such period, and

(b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

The Borrower shall have the privilege of making additions, modifications, and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site and the Project Facilities from time to time; provided, that the cost of any additions, modifications, and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be; and provided further that the Borrower shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site or the Project Facilities, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the State thereto.

Section 5.2. The Borrower agrees that it will initiate operation of the Project Facilities in accordance with the Project Schedule, as amended, and will not discontinue operation of the Project Facilities without the approval of the Director. The Borrower agrees that it will provide adequate operation and maintenance of the Project Facilities to comply with all applicable rules and regulations of the Director. The Borrower agrees to maintain compliance with Ohio Revised Code Chapter 6109 and Ohio Administrative Code Sections 3745-81 through -99, inclusive, 3745-7, 3745-9, and any Chemical Contaminant Monitoring Schedule provided by the Director to ensure that proper and efficient operation and maintenance of the Project Facilities results until the end of the Contract Period of Years or the approval of the discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the public water use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of five hundred thousand dollars (\$500,000) for the death of or personal injury to one person and one million dollars (\$1,000,000) for personal injury or death for each occurrence in connection with the Project Facilities and five hundred thousand dollars (\$500,000) for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the DWAF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Section 5.4. hereof shall be so written or endorsed as to make losses, if any, payable to the State on behalf of the DWAF, and the Borrower as their

respective interests may appear. Each insurance policy provided for in Sections 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

(a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and

(b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2. hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2. and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm, or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1. hereof, and the Borrower will:

(a) Promptly repair, rebuild, or restore the property damaged or destroyed, and

(b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1. hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

(a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof without the written consent of the State.

**ARTICLE VI - GENERAL REPRESENTATIONS AND AGREEMENTS;  
EVENTS OF DEFAULT AND REMEDIES**

Section 6.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the SDWA and Ohio Revised Code Chapter 6109, subject to its rights to contest in good faith the issue of non-compliance, and

(b) It shall demonstrate the technical, managerial, and financial capability of the system to comply with the requirements of Section 6109.24 of the Ohio Revised Code, and the rules promulgated thereunder, by implementing an asset management program which complies with ORC Section 6109.24, and the rules promulgated thereunder, and

(c) There is no litigation, administrative action, or proceeding either pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(d) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 6.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any other obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the Borrower demonstrates both of the following to the satisfaction of the Director and OWDA: i) cure of such failure cannot be effected within thirty (30) days; and, ii) the Borrower is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the Borrower in Section 6.1. or 7.1. shall at any time during the Contract Period of Years prove to be false.

(d) The Borrower shall fail to observe any of the covenants contained in Article VII herein.

Section 6.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required payment, or due to any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2.(a), or of the plan approval for the Project Facilities under Section 6109.07 and 6109.24 of the Ohio Revised Code. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:

(a) Declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable; and,

(b) To the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 6.3. or 6.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6. shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses, and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action, arbitration, or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower,

and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

**ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF  
BONDS/PRIVATE BUSINESS USE RESTRICTIONS**

Section 7.1. The Borrower acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet the State's obligations with regard to funding the DWAF and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the Borrower's compliance with the provisions of this Agreement. Accordingly, the Borrower agrees as follows:

- (a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund the loan to the borrower (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor fail to take any action necessary to maintain such status;
- (b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;
- (c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:
  - (i) The Borrower shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the State hereunder (the "State Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the State Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.
  - (ii) No portion of the State Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement that may be prohibited as provided herein above.

(iii) The Borrower shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the Borrower, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the Borrower hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the Borrower referred to in Section 7.1. unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the Borrower shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:
- Ohio Water Development Authority  
480 South High Street  
Columbus, Ohio 43215  
Attn: Executive Director

and,

- (b) In the case of the Director, is addressed to or delivered personally to the Director at:
- Ohio Environmental Protection Agency  
Lazarus Government Center  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) In the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

## Water Supply Revolving Loan Account Agreement

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA based on information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 3.8. hereof.

Section 8.5. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years, based on the Semi-Annual Payment being paid at the rate established in Section 4.1. hereof, or until the day the obligations of the Borrower under this Agreement have been fully satisfied, whichever is later.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 8.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to Ohio Revised Code 1306.06(C).

The remainder of this page is intentionally left blank.

Water Supply Revolving Loan Account Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

OHIO ENVIRONMENTAL PROTECTION AGENCY

By \_\_\_\_\_  
Ohio EPA Counsel

By \_\_\_\_\_  
John Logue, Director

Print Name \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY<sup>2</sup>

By \_\_\_\_\_  
General Counsel

By \_\_\_\_\_  
Michael Fraizer, Executive Director

Print Name \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

BORROWER

By Christopher R. Conard  
Borrower's Counsel

By Douglas R. Elliott, Jr.  
Authorized Representative

Print Name Christopher R. Conard  
LAW DIRECTOR, CITY OF  
OXFORD

Print Name Douglas R. Elliott, Jr.  
Title City Manager  
Date 6-17-26

<sup>2</sup> If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

## Water Supply Revolving Loan Account

**Exhibit 1**

**Project Name:** Water Treatment Plant Membrane Softening Improvements

**Borrower:** Oxford

**Loan Number:** FS390732-0011

**Address:** 15 South College Avenue

**City & State:** Oxford, OH

**Zip Code:** 45056

**Borrower's Authorized Representative:** Douglas R. Elliott Jr.

**Phone:** (513) 524-5201

### Project Description

The purpose of this project is for the construction of membrane softening as an addition to the existing water treatment plant. In addition to the softening, membrane will have the capability of removing emerging contaminants.

### Cost Data

| Activities                    | Eligible        | Local Funds    | Total Project Cost |
|-------------------------------|-----------------|----------------|--------------------|
| <b>Construction</b>           |                 |                |                    |
| Building Crafts, Inc. - Major | \$23,632,340.00 |                | \$23,632,340.00    |
| <b>Other Costs</b>            |                 |                |                    |
| Contingency                   | \$356,276.00    | \$1,811,384.00 | \$2,167,660.00     |
| <b>Subtotal</b>               | \$23,988,616.00 | \$1,811,384.00 | \$25,800,000.00    |
| Application Fee               |                 | \$283,846.00   | \$283,846.00       |
| <b>Total Estimated Cost</b>   | \$23,988,616.00 | \$2,095,230.00 | \$26,083,846.00    |

### WSRLA Loan Information

|                              |                |                          |                 |
|------------------------------|----------------|--------------------------|-----------------|
| Interest Rate:               | 2.51%          | Principal Amount:        | \$19,988,616.00 |
| Term in Years:               | 30.0           | Interest:                | \$8,618,691.60  |
| Number of Payments:          | 60             | Total Cost of Borrowing: | \$28,607,307.60 |
| Participation Rate:          | 0.023853       | Payment:                 | \$476,788.46    |
| Principal Forgiveness Amount | \$4,000,000.00 |                          |                 |

### Project Schedule

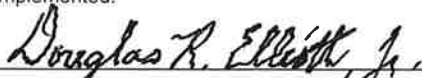
|                   |            |                          |            |
|-------------------|------------|--------------------------|------------|
| Application Date: | 10/18/2024 | Project Completion:      | 01/01/2028 |
| Resolution Date:  | 03/01/2025 | Date of Initial Payment: | 01/01/2029 |

### Pledged Revenues

Section 1452(f)(1)(C) of the Safe Drinking Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources:

| Revenue Source       |                 |
|----------------------|-----------------|
| Special Assessments  |                 |
| General Taxes        |                 |
| Water Service Charge | \$28,607,307.60 |
| Other:               |                 |
| <b>Total</b>         | \$28,607,307.60 |

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WSRLA. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WSRLA as to allow the project to be fully implemented.

  
Douglas R. Elliott Jr.

6-17-26

Date



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

## STAFF REPORT

|                                         |                                                                                                                                   |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Police Division                                                                                                                   |
| <b>PREPARED BY:</b>                     | John Jones                                                                                                                        |
| <b>DATE PREPARED:</b>                   | 6/24/2026                                                                                                                         |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                     |
| <b>AGENDA TITLE:</b>                    | A Resolution Authorizing The City Manager To Enter Into The Butler County Mutual Police Aid Agreement. (John Jones, Police Chief) |
| <b>COUNCIL GOAL AREA:</b>               | Essential Operations                                                                                                              |
| <b>BUDGETED AMOUNT:</b>                 | N/A                                                                                                                               |
| <b>ACCOUNT CODE:</b>                    | N/A                                                                                                                               |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                           |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE JAJ                                                                                                                           |

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### DISCUSSION:

This Butler County Mutual Aid for Law Enforcement Agreement supplements the existing agreement signed in 2022. The Butler County Chiefs of Police Association has been working to create this agreement which will now include language covering cooperation on existing task forces such as OVI Task Force and other specialty units. The existing agreement is an agreement between the Butler County Sheriff and each individual agency. This proposal makes the Butler County Chief of Police Association the holder of the agreement and allows for better cooperation between municipal police agencies in the County.

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE BUTLER COUNTY MUTUAL POLICE AID AGREEMENT.

WHEREAS, the City Manager and Police Chief recommend that the City enter into the Butler County Mutual Police Aid Agreement to provide additional police protection and related support during emergencies.

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

SECTION 1: the City Manager and Police Chief recommend that the City enter into the Butler County Mutual Police Aid Agreement to provide additional police protection and related support during emergencies.

SECTION 2: Council accepts the recommendation of the City Manager and the Police Chief and hereby authorizes the City Manager to enter into the Butler County Mutual Police Aid Agreement as set forth on Exhibit "A" attached hereto on behalf of the City.

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

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

**BUTLER COUNTY, OHIO MUTUAL AID AGREEMENT**  
**FOR LAW ENFORCEMENT**

This agreement (“Agreement”) is made and entered into by the undersigned parties as follows:

**WHEREAS**, Revised Code Section 737.04 allows the legislative authority of any municipal corporation to enter into contracts with one or more municipal corporations, townships, township police districts, joint police districts, county sheriffs, park districts, port authorities, or contiguous municipal corporations in an adjoining state, for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the political subdivisions; and

| **WHEREAS**, Revised Code Section 311.29 allows the county sheriff to enter into contracts with any municipal corporation, township, township police district, joint police district, metropolitan housing authority, port authority, water or sewer district, school district, community school governing authority, library district, health district, park district created pursuant to section 511.18 or 1545.01 of the Revised Code, soil and water conservation district, water conservancy district, or other taxing district or with the board of county commissioners of any contiguous county with the concurrence of the sheriff of the other county, and such subdivisions, authorities, and counties may enter into agreements with the sheriff pursuant to which the sheriff undertakes and is authorized by the contracting subdivision, authority, or county to perform any police function, exercise any police power, or render any police service on behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision, authority, or county, or its legislative authority, may perform, exercise, or render.

**WHEREAS**, further authority for the participation of townships is set forth in Revised Code Sections 505.43 and 505.431, further authority for the participation of park districts is set forth in Revised Code Sections 511.235 and 1545.131, and further authority for the participation of universities is set forth in Revised Code Sections 3345.041 and 1713.50; and

**WHEREAS**, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout their representative jurisdictions; and

**WHEREAS**, the undersigned parties include any municipal corporation, township, township police district, joint police district, county sheriff, park district, or port authority located in Butler County, Ohio, (individually, “Agency” and collectively, “Agencies”) that intend to provide and exchange the full array of police services with any and all other Agencies to this Agreement without limitation, but generally in accord with the following guidelines;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agencies agree as follows:

#### **I. COOPERATIVE LAW ENFORCEMENT WITHOUT REQUEST**

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement throughout their respective jurisdictions. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

##### **A. In-Progress Crime Assistance Without Request**

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer’s home

jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others or threaten the preservation of evidence.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation shall be reported to the appropriate cooperating Agency as soon as practicable.

Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

**II. COOPERATIVE LAW ENFORCEMENT UPON REQUEST**

The Agencies recognize that special public safety incidents occasionally require the services of additional law enforcement personnel. Such additional services may be provided according to, but not limited to, the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of such criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

Whenever one Agency conducts a search for a fugitive person whose presence is

reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to the fugitive, the Agency may request police services of any nature from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, operating a vehicle while impaired (“OVI”) or other serious traffic offense is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violator, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violator (defined as a Misdemeanor of the fourth degree or above).

2. Hazardous Traffic Conditions Assistance

a. Whenever automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and there is substantial or other serious risk of a traffic accident unless control is reestablished, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.

b. Whenever an incident occurs on or near a roadway creating substantial or other serious risk of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

### **III. GENERAL TERMS AND PROCEDURES**

A. A request for police services may be made by the commander of the law enforcement Agency, or that person's designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency will respond to the extent the requested personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or that person's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide any police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Section 737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections 505.431 and 737.04, or as otherwise provided by law. Revised Code Chapter 2743 shall apply as provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance, provided, however, that Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by any on-duty

officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI or serious traffic offender, requiring law enforcement intervention in another cooperating Agency jurisdiction. Officers must, as soon as practicable, contact their immediate supervisor to enable that supervisor to authorize direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency. Unless otherwise specifically provided herein, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any of its own costs arising from or out of its response to a call for assistance, unless the requesting Agency is reimbursed for such costs by a third-party source. Further, in the event of loss of or damage to the Agency's equipment or property while providing police assistance services within the jurisdiction of any other cooperating Agency, the assisting Agency shall not seek to hold the requesting Agency accountable for such loss or damage solely on the basis of the request for services having been made, but may do so if any other actions or omissions of the requesting Agency or its employees caused the loss or damage.

I. Each Agency agrees to be and shall be responsible for their own negligence, actions, or omissions, and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers resulting from

the performance of this Agreement to the extent provided by law. Each Agency agrees to be individually and solely responsible for all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers in the performance of this Agreement to the extent provided by law.

#### **IV. SPECIALIZED LAW ENFORCEMENT OPERATIONS**

A. In addition to the law enforcement services described above, Agencies to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team (“SWAT”), Serious Traffic Crash Reconstruction (“START”) OVI Task Force, drone operations, canine, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

B. As used in this Section IV, “Initiating Agency” means the political subdivision requesting Specialized Law Enforcement Operations, and “Assisting Agency” means any political subdivision furnishing Specialized Law Enforcement Operations (including participating personnel) at the request of an Initiating Agency.

C. An Assisting Agency may respond to the extent the requested Specialized Law Enforcement Operations are appropriate under the circumstances, and to the extent the requested Specialized Law Enforcement Operations are available and not required for other use.

D. The Initiating Agency shall be in control of the scene, but, as to tactical or operational execution, all Specialized Law Enforcement Operations personnel shall be directed by their operational commander according to the procedures set forth by the responding Specialized Law Enforcement Operation.

## **V. ADDITIONAL PROVISIONS**

A. Any Agency that desires to enter into this Agreement must provide a representative of the Butler County Chiefs of Police Association with written notice of such intent at least sixty (60) days, but no more than one hundred twenty (120) days, prior to executing this Agreement. Upon receipt of such notice, the Butler County Chiefs of Police Association will notify the remaining Agencies of such intended participation.

B. This Agreement shall be in continuous effect for each participating Agency from the date the Agency deposits a version of this Agreement executed by its statutorily authorized representative with the Butler County Chiefs of Police Association. Any Agency may terminate its participation in this Agreement upon sixty (60) days written notice sent provided to the Butler County Chiefs of Police Association. Upon receipt of such notice, the Butler County Chiefs of Police Association will notify the remaining Agencies of such termination.

C. This Agreement is solely intended to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the Agencies do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third-party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

D. This Agreement may be modified or amended only by a written agreement duly executed by the statutorily authored representative hereto or their representatives.

E. This Agreement contains the entire agreement between the Agencies as to the matters contained herein. Any oral representations or modifications concerning this Agreement

shall be of no force and effect. Notwithstanding the foregoing, this Agreement does not invalidate, alter, amend, or change in any way, any Agency’s participation in mutual aid agreement with other jurisdictions, including but not limited to the Butler County Intercounty Mutual Police Aid Agreement.

F. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

G. Each party to the agreement shall retain a copy of the agreement on file with agency command staff, and with the municipal, county or other law office responsible for representing the agency in contractual, indemnity and other like and similar legal capacities.

H. Agencies may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

I. This agreement is subject to the laws of Ohio and venue shall lie in a court of competent jurisdiction in Butler County, Ohio, or the Southern District of Ohio federal court.

J. This Agreement may be executed in counterparts.

Only signatures to follow.

|                                           |             |
|-------------------------------------------|-------------|
| Richard K. Jones, Butler County Sheriff   | Date Signed |
| Frank Robinson, Chief, BC MetroParks      | Date Signed |
| Steve Maynard, Chief, City of Fairfield   | Date Signed |
| Robert Chabali, Chief, Fairfield Township | Date Signed |

|                                              |             |
|----------------------------------------------|-------------|
| Trent Chenowith, Chief, City of Hamilton     | Date Signed |
| Steve VanWinkle, Chief, Miami University     | Date Signed |
| Earl Nelson, Chief, City of Middletown       | Date Signed |
| Bob Buchanan, Chief, City of Monroe          | Date Signed |
| John Jones, Chief, City of Oxford            | Date Signed |
| Patrick Piccioni, Chief, Oxford Township     | Date Signed |
| Robert Gerhardt, Chief, Ross Township        | Date Signed |
| Jim Nesbit, Chief, City of Sharonville       | Date Signed |
| Patrick Carr, Chief, City of Trenton         | Date Signed |
| Dan Bower, Chief, Village of New Miami       | Date Signed |
| Mike Broughton, Chief, Village of Seven Mile | Date Signed |
| Brian Rebholz, Chief, West Chester Township  | Date Signed |



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

## STAFF REPORT

|                                         |                                                                                                                                                                                    |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Police Division                                                                                                                                                                    |
| <b>PREPARED BY:</b>                     | John Jones                                                                                                                                                                         |
| <b>DATE PREPARED:</b>                   | 7/2/2026                                                                                                                                                                           |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                      |
| <b>AGENDA TITLE:</b>                    | An Ordinance Repealing Code Section 351.03 Prohibited Standing Or Parking Places And Adopting New Section 351.03 Prohibited Standing Or Parking Places. (John Jones, Police Chief) |
| <b>COUNCIL GOAL AREA:</b>               | Essential Operations                                                                                                                                                               |
| <b>BUDGETED AMOUNT:</b>                 |                                                                                                                                                                                    |
| <b>ACCOUNT CODE:</b>                    |                                                                                                                                                                                    |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                            |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE                                                                                                                                                                                |

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### DISCUSSION:

With increased parking pressure, enforcement staff have noticed a drastic increase in vehicles parking on the driveway apron between the sidewalk and street. This creative parking method causes problem with visibility, roadway obstructions, and hazards for pedestrians on sidewalks. While OCC Section 351.03 Prohibited Standing or Parking Places has been used in the past to address these violations, staff is recommending that the language be amended to make it clear that this method of parking is illegal.

Subsection (b) reads In front of a public or private driveway or within three feet of either side of the entrance to said public or private driveway. The section can be made more clear by adding the words "including the driveway/apron area that is between the sidewalk and the street, which would prevent ingress and egress of the driveway." Staff presented the topic to OPTAB however they did not have a quorum to meet and no action was taken by them.

## ORDINANCE NO.

AN ORDINANCE REPEALING CODE SECTION 351.03 PROHIBITED STANDING OR PARKING PLACES AND ADOPTING NEW SECTION 351.03 PROHIBITED STANDING OR PARKING PLACES.

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

SECTION 1: Council hereby REPEALS Oxford Codified Ordinance Section 351.03 and ADOPTS New Section 351.03 prohibited standing or parking places as follows:

### **351.03 PROHIBITED STANDING OR PARKING PLACES**

**No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this Traffic Code, or while obeying the directions of a police officer or a traffic control device, in any of the following places:**

- (a) On a sidewalk, curb or street lawn area, except a bicycle.
- (b) In front of a public or private driveway or within three feet of either side of the entrance to said public or private driveway, **including the driveway/apron area that is between the sidewalk and the street.**
- (c) Within an intersection.
- (d) Within ten feet of a fire hydrant.
- (e) On a crosswalk.
- (f) Within twenty feet of a crosswalk at an intersection.
- (g) Within thirty feet of, and upon the approach to, any flashing beacon, stop sign or traffic control device.
- (h) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the end of a safety zone, unless a different length is indicated by a traffic control device.
- (i) Within fifty feet of the nearest rail of a railroad crossing.
- (j) Within twenty feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within seventy-five feet of the entrance when it is properly posted with signs.

- (k) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic.
- (l) Alongside any vehicle stopped or parked at the edge or curb of a street.
- (m) Upon any bridge or other elevated structure upon a street, or within a street tunnel.
- (n) At any place where signs prohibit stopping, standing or parking, or where the curbing or street is painted yellow, or at any place in excess of the maximum time limited by signs.
- (o) Within one foot of another parked vehicle.
- (p) On the roadway portion of a freeway, expressway or thruway.
- (q) On or in a front yard or a side yard area. Bicycles are exempted herefrom and parking in a driveway that gains access to the yard area from a street by means of a curb cut shall not be a violation hereof, nor shall parking in a front or side yard that has been authorized for such parking by official action of Council, the Planning Commission or the Board of Zoning Appeals be a violation. Parking as used herein shall not include occasional parking of washing, polishing or servicing a motor vehicle, and such parking is exempted from this prohibition. Nothing herein shall have the effect of circumventing zoning laws which laws are intended to prevail, and nothing herein shall be construed as permitting the violation of any other Oxford law.
- (r) No person, without privilege to do so, shall abandon a motor vehicle by leaving the same parked upon private residential property without the permission of a person having the right to the possession of such property. As used in this section, private residential property means private property on which is located one or more structures that are used as a home, residence or sleeping place by one or more persons if no more than three separate households are maintained in the structure or structures. Private residential property does not include any private property on which is located one or more structures that are used as a home, residence or sleeping place by two or more persons if more than three separate households are maintained in the structure or structures. For the purposes of this section, the fact that a motor vehicle has been so left without the required permission is prima-facie evidence of abandonment.

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

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                              |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | City Manager                                                                                                                                                                                                                                 |
| <b>PREPARED BY:</b>                     | Douglas Elliott                                                                                                                                                                                                                              |
| <b>DATE PREPARED:</b>                   | 6/15/2026                                                                                                                                                                                                                                    |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                |
| <b>AGENDA TITLE:</b>                    | An Ordinance Providing For The Submission To The Electorate Of Amendments To The Charter Of The City Of Oxford, Ohio, And To Place The Same On The Ballot At The General Election, November 3, 2026. (Douglas R. Elliott, Jr., City Manager) |
| <b>COUNCIL GOAL AREA:</b>               |                                                                                                                                                                                                                                              |
| <b>BUDGETED AMOUNT:</b>                 |                                                                                                                                                                                                                                              |
| <b>ACCOUNT CODE:</b>                    |                                                                                                                                                                                                                                              |
| <b>RECOMMENDATION:</b>                  | Approval                                                                                                                                                                                                                                     |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE                                                                                                                                                                                                                                          |

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### DISCUSSION:

The Oxford City Charter was adopted by the voters in 1960. It adopted the Council-Manager form of government. One of the provisions of the Charter (Section 10.04) is for the City Council to appoint a Charter Review Commission every 10 years. City Council appointed five members in 2026. The members are Mayor Michael Smith, City Council Representative; Vice- Mayor Alex French, City Council Representative; Alan Kyger; Clara Blackmar; and Kevin McKeehan. The Commission Members were assisted by City Manager Doug Elliott, Assistant City Manager Jessica Greene, Law Director Chris Conard, and City Clerk Heather Barbour. The Charter Review Commission members met three times to discuss, propose, and review recommended changes to the Oxford City Charter. The Commission has concluded its work.

The Commission is recommending 8 changes to the Oxford City Charter as outlined in the attached report. This ordinance provides the changes for City Council for consideration. If approved by Council, the ordinance will be forwarded to the Butler County Board of

Elections. The approved changes will be placed on the ballot and voted on by the electors of Oxford. The proposed changes will appear on the General Election ballot on November 3, 2026.

At the Council meeting of July 7th, the 8 recommended changes were discussed. It was decided that the recommendation (#1) to remove the three dwelling unit prohibition in the remaining Mile Square should be a separate issue for the electorate to decide. Also, the recommendation (#3) regarding the publication of ordinances should not be changed. I have incorporated these two changes by providing a revised ordinance with 6 recommendations and a separate ordinance for the removal of the three dwelling unit prohibition in the remaining Mile Square.

**ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AMENDMENTS TO THE CHARTER OF THE CITY OF OXFORD, OHIO, AND TO PLACE THE SAME ON THE BALLOT AT THE GENERAL ELECTION, NOVEMBER 3, 2026.**

**WHEREAS**, the Charter of the City of Oxford requires Council to appoint a Commission to review the Charter every ten years;

**WHEREAS**, the last Commission was appointed in 2016;

**WHEREAS**, Council appointed a Commission on February 3, 2026; and

**WHEREAS**, the Charter Review Commission met three times in 2026, concluded their work, and submitted recommendations to Council.

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

**SECTION I:** Council, having reviewed the report and recommendation submitted by the Charter Review Commission, determines that amendments to the Charter should be submitted to the electors of the City.

**SECTION II:** Article XVIII, Section 9 of the Ohio Constitution and Section 10.04 of the Charter provide that amendments to the Charter may be submitted to the electors of the municipality by a vote of at least five (5) of the members of Council.

**SECTION III:** The question of the amendments of the Charter of the City shall be submitted to a vote of the electors of the municipality at the general election to be held on Tuesday, the 3<sup>rd</sup> day of November, 2026, at the regular places of voting in the City between the hours of 6:30 a.m. and 7:30 p.m. to determine whether the Charter shall be amended with the additions and deletions from the Charter as indicated in the draft Charter revisions document attached to this Ordinance as Exhibit "A".

**SECTION IV:** The ballot language shall read as follows:

"Shall the Charter of the Municipality of Oxford, Ohio be amended by:

1. removing Section 2.12 regarding utility users liable for own uses and not for others;
2. revising Section 3.05 to require that initiative or referendum petitions be filed with the city clerk and not the city auditor;
3. revising Section 4.01 to provide the option of the city manager residing outside the city with the approval of city council;

4. revising Section 4.02(7) to remove the reference to Civil Service Commission and insert reference to Personnel Appeals Board;
5. revising Section 9.07 by removing existing wording and replacing with new process;
6. removing Section 10.01 regarding official bonds and renumber remaining Sections.

**SECTION V:** A majority vote shall be necessary for adoption of this question. If adopted, this amendment will be effective on certification of the election results.

**SECTION VI:** Notice of the time and place of holding such election shall be given as required by law. The full text of the proposed amendment shall be published one (1) time per week for not less than two (2) consecutive weeks in a newspaper of general circulation in the City of Oxford, with the first publication being not less than fifteen (15) days prior to the election at which the amendment is to be submitted to the electors.

**SECTION VII:** The Clerk of Council shall certify this Ordinance to the Butler County Board of Elections by 4:00 p.m. on August 5, 2026.

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

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

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

# CHARTER REVIEW COMMISSION

## Report to City Council

### May 19, 2026

#### Members

Mayor Michael Smith  
Vice-Mayor Alex French  
Alan Kyger  
Carla Blackmar  
Kevin McKeehan

#### Staff

Douglas R. Elliott, Jr., City Manager  
Jessica Greene, Assistant City Manager  
Chris Conard, Law Director  
Heather Barbour, City Clerk

The Oxford City Charter was adopted by the voters in 1960. It adopted the Council-Manager form of government. One of the provisions of the Charter (Section 10.04) is for the City Council to appoint a Charter Review Commission every 10 years. City Council appointed five members in 2026. The members are Mayor Michael Smith, City Council Representative; Vice- Mayor Alex French, City Council Representative; Alan Kyger; Carla Blackmar; and Kevin McKeehan. The Commission Members were assisted by City Manager Doug Elliott, Assistant City Manager Jessica Greene, Law Director Chris Conard, and City Clerk Heather Barbour. The Charter Review Commission members met three times to discuss, propose, and review recommended changes to the Oxford City Charter. The following information is the Report of Recommendations to the Oxford City Charter from the Commission. The recommended changes will require adoption of a City Ordinance by City Council. Those changes will be placed on the ballot and voted on by the electors of Oxford. The proposed changes approved by City Council will appear on the general election ballot in November of 2026.

The following is a summary of the recommended changes:

1. **REMOVE In SECTION 2.11 POWERS OF COUNCIL paragraph (4) all wording after first sentence.** A prohibition of structures containing more than three dwelling units was adopted in 1976 in the Mile Square. This prohibition was removed for the Uptown in 2007. It still exists for remaining Mile Square properties. It should be removed since planning and zoning codes and maps are a more effective method of implementing the City's Comprehensive Plan.
2. **REMOVE SECTION 2.12 UTILITY USERS LIABLE FOR OWN USES AND NOT FOR OTHERS.** This section was adopted by the electorate on May 8, 1973 as a result of a citizen initiative. This provision prohibits the City from certifying a lien to the county auditor for unpaid city water and sewerage fees. The City sends unpaid water and sewer bills to a collection agency quarterly. In 2025 the City sent a total of \$20,000 to collections and collected \$3,000.
3. **REVISE SECTION 3.04 PUBLICATION OF ORDINANCES to require posting in one public place rather than at least three.** This change aligns with Ohio Revised Code Section 731.21 titled "Publication of Ordinances and Resolutions which became effective on October 3, 2023.
4. **REVISE SECTION 3.05 INITIATIVE AND REFERENDUM by changing from filing with city auditor to city clerk.** This revision is needed since the city auditor position does exist in the City of Oxford's form of government.

**5. REVISE SECTION 4.01 APPOINTMENT OF CITY MANAGER** by adding the option of the city manager residing outside the city with the approval of city council. This change follows current Ohio law as stated in the Ohio Revised Code Section 9.481 which prohibits residency requirements for certain employees. Council may require residency through a contract.

**6. REVISE SECTION 4.02 CITY MANAGER DUTIES paragraph (7)** by removing “Civil Service Commission” and adding “Personnel Appeals Board”. The Personnel Appeals Board replaced the Civil Service Commission with the 2017 Charter Amendments.

**7. NEW SECTION 9.07 RECALL.** The proposed change to this section replaces the statutory reference to recall of members of council with a detailed process for recall since the statutory reference alone was found inadequate (see attached memorandum).

**8. REMOVE SECTION 10.01 OFFICIAL BONDS and renumber subsequent paragraphs.** Currently only the Finance Director and Assistant Finance Director are bonded. Removal of this section avoids the potential of a financial recovery from the Finance Director and/or Assistant Finance Director by the bonding company for a loss incurred and paid for by the bonding company. If this provision is adopted by the electorate, the City would have the legal authority to expand existing coverage under the current Errors and Omissions & Employee Dishonesty and Faithful Performance Insurance Policies. Section 3.061 of the Ohio Revised Code, adopted in 2019, provides for this option.

Also included with this Report as Attachment “A” is a marked up copy of the Charter showing deletions, additions, and other proposed changes from the existing Charter. Attachment “B” provides the proposed ordinance for City Council consideration. Adoption of this ordinance provides the authority to place the proposed amendments on the ballot.

The Charter Review Commission respectfully requests that City Council consider and adopt these proposed recommendations.

## MEMORANDUM

TO: Charter Review Commission of Oxford, Ohio

CC: Christopher R. Conard, Law Director

FROM: Rebecca L. Gentry

DATE: May 13, 2026

RE: Oxford Charter Review: Recall Procedure

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On July 17, 2025, the Ohio Supreme Court issued a decision in *State ex rel. City of Maumee v. Lucas County Board of Elections*, 2025-Ohio-2516. The Court held that the Maumee Charter’s recall provision did not properly incorporate Ohio’s statutory procedure and was therefore ineffective.

The City of Maumee incorporated Ohio’s statutory procedure for recall by reference only to “the Constitution or laws in Ohio.” Section 705.91 of the Ohio Revised Code requires a home-rule charter municipality to “adopt” Section 705.92: “R.C. 705.92 *cannot* apply to a municipality unless that municipality has adopted it under R.C. 705.03[.]” *Maumee* at ¶ 27 (citing *State ex rel. Richardson v. Gowdy*, 2023-Ohio-276, ¶ 22). Adoption requires an affirmative decision by the voters pursuant to R.C. 705.03. Incorporation by reference is insufficient because it does not reflect the voters’ approval.

In order for Oxford voters to have the right of recall, the Oxford Charter must be amended to demonstrate the voters’ approval of the recall procedure. The current language of Section 9.07 of the Oxford Charter is ineffective because its reference to “the Ohio Revised Code” is similar to the insufficient language in the Maumee Charter. The Court’s holding means that incorporation by generic reference alone does not provide for the right of recall in a Charter city. Currently, if qualified voters in the City of Oxford submitted a petition to recall a Member of Council, their petition would be rejected by the board of elections as invalid.

As written, the Oxford Charter language does not secure the right to recall elected officials. The Charter Commission should recommend an amendment to Section 9.07 of the Oxford Charter which specifically describes the procedural requirements for removal of elected officials by recall.

**CHARTER  
OF THE  
CITY OF OXFORD, OHIO**

**PREAMBLE**

We, the people of the City of Oxford, Butler County, Ohio in order to secure for ourselves the benefits of local self-government under the constitution of the State of Ohio, do ordain and establish this Charter for the government of the Municipality of Oxford.

**ARTICLE I  
INCORPORATION, FORM OF GOVERNMENT, POWERS**

**SECTION 1.01 INCORPORATION.**

The present municipality, as its limits are now or may hereafter be established, shall be and continue to be a municipal corporation of the State of Ohio in perpetuity, under the name of the City of Oxford. Each provision of this Charter shall apply with equal force to this municipality.

**SECTION 1.02 POWERS.**

Except as prohibited by the constitution of this state or restricted by this Charter, the City of Oxford shall have and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever. The enumeration of particular powers in this Charter shall not be deemed to be exclusive. No act of the municipality shall be invalid or limited by reason of failure to enumerate a particular power in this Charter. The municipality shall have and may exercise any and all powers, either expressed or implied, which it would be competent for this Charter to enumerate, as fully and completely as though such powers specifically were included herein.

**SECTION 1.03 MANNER OF EXERCISING POWERS.**

All powers of the corporation shall be vested in an elected Council which shall enact local ordinances and resolutions, adopt budgets, determine general policies and appoint a City Manager, who shall see that the policies and legislation adopted by the Council are enforced. All powers of the corporation shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance or by general law.

**SECTION 1.04 FORM OF GOVERNMENT.**

The form of government provided under this charter shall be known as the Council-Manager Plan.

## **ARTICLE II THE COUNCIL**

### **SECTION 2.01    NUMBER, SELECTION AND TERM.**

The City Council shall consist of seven members, elected at large, for four year overlapping terms. Except as provided in Section 2.03, all members of Council shall be elected to a full term of office. All elections of Council members shall be on a non-partisan ballot.

### **SECTION 2.02    QUALIFICATIONS.**

Any qualified elector who has lived in the municipality for one year prior to filing a petition of candidacy shall be eligible to serve as a member of Council, when elected as hereinafter provided.

The Council shall be the judge of the election and qualifications of its own members. The seat of any member may be declared vacant by resolution of Council, five (5) members concurring.

Council shall declare vacant a seat of any member for the following reasons:

1. One who persistently fails to abide by the rules of Council.
2. One who is absent without justifiable excuses for three (3) consecutive regular meetings.
3. One who shall cease to be a qualified elector and resident of the municipality as required by the Charter unless special circumstances have been approved by five (5) members of Council concurring.
4. One who enters upon the performance of the duties of an incompatible public office.
5. One who shall hold any appointed office or employment with the municipality for which compensation is authorized.
6. One who shall violate any expressed provisions of this Charter.
7. One who shall be convicted of a crime involving moral turpitude or any felony.
8. One who shall be convicted of any other provision of the State laws as applicable to public officials for which the penalty includes forfeiture of office.

### **SECTION 2.03     VACANCIES, FILLING OF.**

Vacancies in the office of Council members shall be filled within thirty (30) days by vote of a majority of the remaining members of Council, by the selection of a qualified elector who has resided in the municipality for at least one year immediately preceding such appointment. If Council fails to make this selection within thirty (30) days, the Mayor shall make the appointment. Such person so chosen shall serve until the next regular City Council election, occurring not less than 100 days after selection. At such election, a successor shall be elected to serve for the unexpired term, if any; if not, for a full term.

### **SECTION 2.04     TERM OF OFFICE.**

The term of office of Council members shall begin on the third Monday following the regular City Council election. City Council election shall be held on the first Tuesday after the first Monday in November in the odd numbered years. No member of Council shall serve more than two consecutive terms.

### **SECTION 2.05     SALARY.**

The salary of Council members, other than the Mayor, shall be at a rate established by Council, until changed by ordinance adopted by Council. No increase in salary shall ever take effect during the term of a Council member in office at the time the ordinance is adopted.

### **SECTION 2.06     ORGANIZATION AND MEETINGS.**

Following each municipal election Council shall meet within five days after the beginning of the term of office of the newly-elected members of Council for the purpose of organizing. At such meeting, the newly-elected members of Council shall take the oath of office and the Council shall proceed to elect a Mayor and a Vice-Mayor and may transact such other business as may come before it. Thereafter, regular or special meetings shall be held as prescribed in the Council rules, and regular meetings shall occur not less frequently than once each month. All meetings of Council and its Boards and Commissions shall be open to the public except Executive Sessions as provided for by Ohio statute. A majority of the members elected shall constitute a quorum at all meetings.

### **SECTION 2.07     MAYOR AND VICE-MAYOR.**

The Council shall select biennially from among its own members one to

serve as Mayor and one as Vice-Mayor for a term of two years and until their successors are chosen and qualified. The Mayor shall preside at Council meetings, when present, and shall have a vote on all matters which come before Council, but shall exercise no administrative authority. The Mayor shall be the ceremonial head of the municipality, but shall exercise no administrative authority. The Vice-Mayor shall preside over the meetings of the Council when the Mayor is absent and shall perform such other duties as may be assigned by Ordinance.

#### **SECTION 2.08     SALARY OF MAYOR.**

The Mayor shall be paid a salary at a rate established by Council, until changed by ordinance adopted by Council. No increase in salary shall ever take place during the term of the Mayor in office at the time the ordinance is adopted.

#### **SECTION 2.09     CLERK OF COUNCIL.**

There shall be a Clerk of Council, elected by vote of majority of the members of Council from outside its membership, to serve until a successor is chosen and enters upon the duties of the Clerk's office. The Clerk may be appointed to serve full time or part time and the Council may assign the duties of the Clerk of Council to any employee of the Municipality as an additional duty. The Clerk shall give notice of Council meetings, keep the journal, advertise public hearings, record in separate books all ordinances and resolutions enacted by Council and have the same published in the manner provided by this Charter. The Clerk shall perform such other duties as may be assigned by this Charter or by ordinance.

#### **SECTION 2.10     RULES AND JOURNAL.**

The Council shall determine its own rules of procedure in conformity with the provisions of this Charter, and shall keep a journal of its proceedings which shall be a public record.

#### **SECTION 2.11     POWERS OF THE COUNCIL.**

Among other powers the Council shall have authority to:

(1) Adopt ordinances and resolutions on any subject within the scope of its powers and to provide penalties for the violation thereof;

(2) Establish the internal organization, staffing and compensation of the departments, boards and commissions created by this Charter; set up such additional departments, boards or commissions as it may deem necessary and determine their powers and duties;

(3) Adopt and modify the master plan and official map of the

municipality;

(4) Regulate the use of private real estate in the municipality by establishing zones, limiting the uses in each zone and limiting the height of buildings and the intensity of land use. ~~Structures containing more than three dwelling units, as defined within the most current edition of the Ohio Building Code, are prohibited within the incorporated area as described:~~

~~Situated in the City of Oxford, Butler County, State of Ohio, bounded and described as follows: Beginning at the intersection of Chestnut Street and Patterson Avenue; thence northwardly with the centerline of Patterson Avenue to a point, which was the 1976 North Corporate line; thence with the 1976 North Corporate line to a point in the centerline of Brown Road; thence southwardly with the centerline of Brown Road to a point in the centerline of Sycamore Street; thence westwardly with the centerline of Sycamore Street to a point in the centerline of Locust Street; thence with the centerline of Locust Street southwardly to a point in the intersection of the centerline of Chestnut Street and Locust Street; thence with the centerline of Chestnut Street eastwardly to the place of beginning; excepting the following area described as beginning at the intersection of Church Street and College Avenue; thence southwardly with the centerline of College Avenue to a point in the intersection of the centerline of Walnut Street and College Avenue; thence eastwardly with the centerline of Walnut Street; thence northwardly with the centerline of Campus Avenue to a point in the intersection of the centerline of Church Street; thence westwardly with the centerline of Church Street to the point of beginning.~~

~~This prohibition shall not apply to existing structures containing more than three dwelling units which shall be permitted to continue as nonconforming as long as said use is continued, but the same shall prohibit the future construction or establishment of structures containing more than three dwelling units;~~

(5) Adopt a subdivision platting ordinance and approve subdivision plats which conform thereto;

(6) Enact a comprehensive building code;

(7) Authorize the levy of taxes and the issuance of bonds as provided in this Charter;

(8) Adopt an annual appropriation ordinance based upon the annual budget;

(9) Appoint and remove the City Manager, establish the Manager's salary and appoint an acting City Manager when necessary;

(10) Appoint and remove the Director of Finance and establish such Director's salary;

(11) Appoint and remove the Director of Law and establish such Director's salary;

(12) Inquire into the conduct of any municipal officer or employee in the performance of public functions of such officer or employee;

(13) Make investigations of any office, department or agency of the municipality;

(14) Grant public utility franchises by vote of 2/3 of the members of Council;

(15) Employ a public accountant to make an audit of the financial affairs of the City whenever such an audit is deemed necessary;

(16) Provide for the employment of engineering and other professional services on a consulting basis when deemed necessary;

(17) Issue subpoenas for witnesses and to require the production of books and papers which may be necessary in the conduct of any hearings or investigation.

(18) Council shall have the power to appeal the decisions of its boards and commissions on an affirmative vote of five (5) members of Council.

#### **~~SECTION 2.12 UTILITY USERS LIABLE FOR OWN USES AND NOT FOR OTHERS.~~**

~~Tenants and property owners shall be liable only for their own utility use unless they have made an agreement between themselves to the contrary. New tenants and new property owners shall not be liable for the utility services provided to other prior tenants or owners or provided to other existing tenants unless they have made an agreement between themselves to the contrary.~~

### **ARTICLE III ORDINANCES AND RESOLUTIONS**

#### **SECTION 3.01 ACTION OF COUNCIL.**

The action of Council shall be by ordinance or resolution. On all matters of a general or permanent nature, or granting a franchise, or levying a tax, or appropriating money, or contracting an indebtedness,

or issuing bonds or notes, or for the purchase, lease or transfer of property, action shall be taken formally by ordinance in the manner hereinafter provided. Action on all other matters of a temporary or informal nature may be taken by resolution.

### **SECTION 3.02      ENACTMENT OF ORDINANCES.**

Each proposed ordinance shall be introduced in writing by a member of the Council and in the form required for final adoption. The enacting clause shall be "The Council of the City of Oxford, Ohio, hereby ordains that..." Prior to introduction, a written copy of each proposed ordinance shall be provided to all members of Council and any member of the public requesting a copy.

The action proposed to be taken shall be fully and clearly set forth in the body of the ordinance. Each ordinance shall contain one subject only which shall be stated clearly in the title. No ordinance shall be passed without the concurrences of a majority of all members elected to Council, except that emergency ordinances, as hereinafter provided, shall require concurrence of 3/4 of all members elected to Council for passage. Ordinance shall be read by title only on two different days before they may be enacted. Council on motion adopted may require the second reading of a proposed ordinance in full. However, if an emergency is declared as hereinafter provided, or if by 3/4 vote of all members elected to Council, the reading by title on two different days is dispensed with, in which cases such ordinances may be read one time by title only and passed on the day of such reading. Final passage of all ordinances and resolutions shall be certified by the Mayor or Vice-Mayor and the Clerk of Council.

### **SECTION 3.03      EFFECTIVE DATE.**

Ordinances providing for appropriations for current expenses of the municipality, or for public improvements petitioned for the owners of a majority of the foot frontage of property benefited and to be specially assessed for the cost thereof, or for raising revenue, or ordinances wherein an emergency is declared to exist, shall become effective immediately upon passage or at such later date as may be provided therein, and such ordinances shall not be subject to referendum. All other ordinances shall take effect 30 days after passage. An emergency ordinance as referred to herein is one which must be passed and made effective at once or in less than 30 days to meet an emergency in the operation of the City government, or which is necessary for the immediate preservation of the public peace, health, safety, morals or welfare. Each emergency ordinance must contain therein a separate section setting forth the reason for the emergency. No ordinance granting a franchise or fixing a rate to be charged by a public utility shall be passed as an emergency measure.

### **SECTION 3.04      PUBLICATION OF ORDINANCES.**

All ordinances passed by the Council shall be published except as otherwise required by law, as used in this Section "published" shall mean to post copies thereof, or a summary of such adopted legislation, on the City's website and in ~~not less than three of the most~~ **one** public places in the City, as determined by the Council for a period of not less than ten days and to take such other actions as provided by Council. Failure to publish as required by this Section shall not invalidate any ordinance.

### **SECTION 3.05 INITIATIVE AND REFERENDUM.**

The initiative and referendum powers, reserved to the people under the Ohio Constitution, shall be exercised in the manner provided by the Ohio Constitution, the laws of the State of Ohio and this Charter, except: that any initiative or referendum petition filed with the ~~Auditor~~ **Clerk of Council** of the City of Oxford shall contain the signatures of not less than ten percent of the voters who voted at the preceding election for the office of Governor; that when a petition having the required number of signatures is filed with the City ~~Auditor~~ **Clerk of Council**, it shall be held in the ~~Auditor's~~ **Clerk's** office for a period of 15 days before certification of the text of the proposed ordinance is made to the Board of Elections; that the committee designated by the petitioners to file said petition shall consist of five members. In all other respects, the procedure with reference to initiative and referendum petitions shall be the same as that provided by the Constitution, laws of the State of Ohio and this Charter. Whenever the Council is required to pass more than one ordinance to complete the legislation necessary to complete and pay for any public improvement, the referendum shall apply only to the first ordinance to be passed and not to any subsequent ordinance in the series relating thereto. Resolutions are not subject to referendum.

### **SECTION 3.06 ADOPTION OF STANDARD CODES BY REFERENCE.**

The Council may adopt model or standard codes prepared and published by public or private agencies on such matters as building construction, plumbing, heating, ventilating, air conditioning, electric wiring, smoke regulation, fire prevention and other similar regulatory subjects by reference to the date and source of the code without reproducing the same in full in the ordinance. In all cases in which such a code shall be adopted by reference, publication of the code, at length, by the City, shall not be required. One copy of all such adopted codes shall be available for viewing at City offices.

## **ARTICLE IV CITY MANAGER**

### **SECTION 4.01     APPOINTMENT OF CITY MANAGER.**

The Council shall appoint, by majority vote of all members elected thereto, an officer to the City who shall have the title of City Manager. The City Manager shall be chosen solely on the basis of executive and administrative qualifications, as judged by the adequacy of training and experience. At the time of appointment the City Manager need not be a resident of the city or state, but during tenure of office the City Manager shall reside in the municipality, **unless Council approves residence outside the city.** No council member shall be eligible for appointment as City Manager during the term for which elected, or for two years thereafter.

### **SECTION 4.02     CITY MANAGER'S DUTIES.**

The City Manager shall be the chief executive and administrative officer of the municipality. The City Manager shall be responsible to the Council for proper administration of all affairs of the municipality, and to that end, subject to the provisions of this Charter, shall have authority and shall be required to:

(1) See that this Charter and the ordinances and resolutions of the City are faithfully observed and enforced;

(2) Appoint and remove all officers and employees of the City except those selected or appointed by Council, or as otherwise provided in this Charter;

(3) Insure the preparation of the tax budget and annual budget, submit them to Council for approval and administer the appropriations made by the Council;

(4) Prepare and submit monthly reports to the Council. Insure the preparation and submission to Council and the public annually, not later than March 31, a complete report on the finances and administrative activities of the municipality for the preceding year; which report shall be deemed to satisfy the requirements of Section 117.19, Revised Code of Ohio. Such annual report shall be published and distributed in the manner provided by ordinance;

(5) Formulate and arrange contract, franchises and agreements subject to the approval of Council. Sign as the official signatory of the City all legal documents on behalf of the City including, but not

limited to all contracts, bonds and notes on behalf of the City;

(6) Attend all meetings of Council unless otherwise directed by Council, and shall have the right to take part in the discussion of all matters coming before Council in such meetings, but shall have no vote;

(7) Serve as an ex-officio member (without vote) of all boards and commissions authorized under this Charter, except the ~~Civil Service Commission~~ **Personnel Appeals Board**;

(8) Delegate to subordinate officers and employees of the municipality any duties conferred upon the Manager by this Charter or by action of Council and hold them responsible for the faithful discharge of such duties;

(9) Perform such other duties, not inconsistent with this Charter, as may be required by the Council.

#### **SECTION 4.03 ABSENCE OR DISABILITY OF CITY MANAGER.**

The City Manager may designate, by letter filed with the Clerk of Council, any qualified administrative officer of the City to perform the duties of the City Manager during the temporary absence or disability of the City Manager. If such designation has not been made, and the City Manager is unable to perform such duties or to make such designation, the Mayor on an emergency basis may appoint an acting City Manager until the next Council meeting. Council may thereafter appoint any qualified administrative officer of the municipality to perform the duties of the City Manager until the City Manager shall return or the disability ceases.

#### **SECTION 4.04 REMOVAL OF THE CITY MANAGER.**

The City Manager shall serve for an indefinite term, subject to removal by the Council at any time by a majority vote of all members elected thereto. At least 30 days before such removal shall become effective, the Council shall adopt a preliminary resolution stating the reasons for the removal. The Manager may reply in writing and may request a public hearing, which shall be held not earlier than 20 days nor later than 30 days after the filing of the request, before the full Council. After such public hearing, if one is requested, and after full consideration, the Council may adopt a final resolution of removal. The Council may, at the time the preliminary resolution is passed, suspend the Manager from duty and designate an acting Manager but shall cause forthwith the payment of any salary due the Manager to the date of suspension of the

Manager. Unless such suspension and removal is for misconduct of the Manager involving moral turpitude, the Manager shall be paid a salary for the period of suspension and 30 days following the removal from office. In the case of voluntary resignation of the Manager, the Council and the Manager shall agree upon the effective date of the resignation.

#### **SECTION 4.05 CONTRACT WITH THE CITY MANAGER.**

Council shall have the right to negotiate and authorize the Mayor to sign on behalf of Council a contract of employment with the City Manager setting forth the terms of employment and separation from employment for the City Manager as deemed to be appropriate by Council. No term established herein shall establish an expectation of continued employment except as provided in the contract.

#### **SECTION 4.06 RELATIONS BETWEEN COUNCIL AND MANAGER.**

Except for the purpose of inquiry or investigation, the members of Council shall deal with the administrative employees of the municipality solely through the City Manager. No member of the Council shall interfere in the appointment or removal of officers or employees subordinate to the City Manager. In the event any member of Council is found by the Council to have violated this section, Council shall declare that seat vacant.

### **ARTICLE V ADMINISTRATIVE DEPARTMENTS**

#### **SECTION 5.01 CREATION OF DEPARTMENTS.**

The administrative functions of the City shall be carried on by a Department of Finance, and Department of Law and such other departments as may be created by ordinance, after consultation with the City Manager.

#### **SECTION 5.02 DEPARTMENT HEADS.**

Each City department shall be headed by a full-time or part-time director. With the exception of the Departments of Finance and Law, the City Manager shall appoint all department heads. The heads of the Departments of Finance and Law shall be appointed by the Council, in accordance with the provisions of this Charter. Each department head shall be an administrative officer of the City. Two or more departments may be headed by the same person and the City Manager may serve as the director of one or more departments in addition to the duties as Manager, when approved by Council.

#### **SECTION 5.03 PERSONNEL**

The Council shall have the authority to adopt personnel ordinances or personnel rules and regulations which modify, supplement, or supersede the laws of the State of Ohio and which, in the case of conflict, shall prevail over the laws of the State of Ohio.

All appointments and promotions of City employees shall be made on the basis of merit and fitness demonstrated through a competitive selection process to the extent practicable and except as otherwise provided by Council.

Exempt Positions:

- (1) All elected officers.
- (2) The Clerk of Council.
- (3) The City Manager.
- (4) Assistants to the City Manager
- (5) The Directors of the departments.
- (6) Assistants to the Directors.
- (7) Chief of Police.
- (8) Fire Chief.
- (9) Members of boards and commissions appointed by Council.
- (10) Unskilled labor, as defined by Council.
- (11) Temporary employees of exceptional professional or scientific qualifications engaged as consultants for special work by the City.
- (12) Seasonal and part-time employees.

Classified Service: The classified service shall comprise all positions not specifically included in this Charter in the unclassified service as exempt positions.

The City Manager shall provide rules for the determination of merit and fitness as the basis for appointment and promotion of classified personnel

Appointments for all positions in the classified service shall be made by the City Manager based on a competitive examination and on the basis of experience, character, and conduct. Appointments shall be made from a list of the five candidates ranked highest on the eligibility list for that position, provided five candidates qualify to be placed on the list.

Promotions for all positions in the classified service shall be made by the City Manager based on competitive examination and on records of merit, efficiency, character, conduct and seniority. Promotional examinations may be restricted to current employees or the City Manager may open the exam to qualified candidates from outside the City service.

Promotion appointments shall be made from a list of the three candidates ranked highest on the eligibility list for that position, provided three candidates qualify to be placed on the list.

No officer or employee in the classified service shall be demoted or removed except for cause and after a hearing, and the Council shall provide by ordinance for the enforcement of this provision and also for appeals to the Personnel Appeals Board for suspensions, demotions and removals by the City Manager.

An original appointment of a new employee shall not be deemed complete until a period of probation not to exceed twelve months has elapsed; except that in the police division said probationary period for sworn officers, shall not exceed eighteen months. Such probationary employee may be discharged at any time within the said probationary period, upon recommendation of the head of the department in which said probationer is employed, with the approval of the City Manager.

#### **SECTION 5.04      EMPLOYEE HANDBOOK.**

An employee Handbook shall be distributed among all divisions of the City. Pending adoption of revisions to the Employee Handbook by Council, the City Manager may establish temporary provisions of the Employee Handbook.

Subject to the provisions of this Charter, and after consultations with the City Manager, the Council shall approve and adopt an Employee Handbook, which shall provide in detail the organization of the municipal government, define the powers and duties of each organizational unit and determine the employee procedures to be followed. Amendments to, and revisions of, the Employee Handbook shall be made by Council only after consultation with the City Manager. Where the Employee Handbook is silent, the officers and employees of the City shall have and may exercise all powers and duties provided for similar officers and employees by the state law. However, provisions of the Employee Handbook shall supersede those of state law in cases of conflict.

#### **SECTION 5.05      DEPARTMENT OF LAW.**

The Director of the Department of Law shall be known as the City Attorney. The City Attorney shall be an attorney-at-law, admitted to practice law in the State of Ohio, and in good provisional standing. The City Attorney shall perform such duties as may be assigned to the office of the City Solicitor by law, as well as those imposed by the Charter and City Ordinance. The City Attorney shall be appointed by Council for an indefinite term of office.

#### **SECTION 5.06      DEPARTMENT OF FINANCE.**

The Council shall appoint a Director of Finance for an indefinite term of office. The Director of Finance shall be the fiscal officer of the City and shall be responsible for the accounting, collection and custody of public funds, and control over disbursements. The Director of Finance shall countersign all bonds and notes issued by the City and shall perform such other functions as may be assigned by ordinance or by order of the City Manager.

## **ARTICLE VI TAXATION AND BORROWING**

### **SECTION 6.01     LEVYING TAXES.**

The Council shall have the power to levy taxes, without a vote of the electors, for the current operating expenses and other lawful municipal purposes, in the manner provided by the constitution and general laws of Ohio, subject to the limitations provided therein.

The authority of the Council to submit additional levies to a vote of the people under authority of the constitution or laws of the State of Ohio shall not be deemed impaired or abridged by reason of any provision contained in this Charter.

### **SECTION 6.02     SUBMISSION OF EXTRA LEVY TO VOTE.**

The Council may at any time prior to the 15th day of September in any year declare by resolution, adopted by a vote of 2/3 of all the members thereof, that the amount of taxes which may be raised within the limitations of this Charter will be insufficient to provide an adequate amount for the necessary requirement of the City for current operating expenses, and other expenses payable from the general fund of the City, and such permanent improvements and equipment as shall have an estimated useful life of five years or more, and that it is necessary to levy taxes in excess of such limitation, in addition to the levies authorized and limited by this Charter, for the municipal purpose or purposes specified in such resolution. Such resolution shall specify the additional rate which it is necessary to levy, the purpose or purposes thereof, the number of years during which such rate shall be in effect and the date of the proposed election thereon. Such resolution shall be effective upon its adoption and shall be certified within five days thereafter to the election authorities, who shall place such question upon the ballot at the next succeeding November election. If a majority of those voting thereon vote for the approval of such additional levy, the Council shall, for a period not in excess of that prescribed in such resolution, make such levy, or such part thereof as it finds necessary, pursuant to such approval and certify the same to the County Auditor, to be placed on the tax list and collected as other taxes.

### **SECTION 6.03      POWER TO INCUR DEBT.**

The Council may, by ordinance, issue general obligation bonds to an amount not exceeding that authorized by the general laws of Ohio, now in effect or hereafter enacted, for any purpose for which bond issues are authorized by state law. Issuance of general obligation bonds beyond the limitations imposed on Council by state law and the state constitution, shall be dependent upon the approval of such issuance by the voters, as provided by law. Mortgage revenue bonds, special assessment bonds and all other notes or bonds exempted by statute shall not be included in calculating the net debt.

### **SECTION 6.04      MORTGAGE REVENUE BONDS.**

The Council may, by ordinance, issue mortgage revenue bonds for any purpose and in any total amount authorized by the state constitution or laws of Ohio.

### **SECTION 6.05      SPECIAL ASSESSMENTS.**

Special assessments may be levied by Council to pay any part of the cost of any public work or improvement authorized by ordinance. Such assessments shall be made and levied in accordance with the provisions and subject to the limitations prescribed in the Revised Code of the State of Ohio.

### **SECTION 6.06      TAX ANTICIPATION NOTES.**

The Council may, by ordinance, issue notes in anticipation of the collection of taxes on whatever conditions may seem reasonable. Such notes shall be paid from the tax receipts of the year in which they are issued.

### **SECTION 6.07      EMERGENCY BORROWING.**

The Council may, by ordinance, borrow money and issue notes in case of public emergency as authorized by the Ohio Revised Code.

### **SECTION 6.08      PROCEDURE IN BOND ISSUES.**

The procedure followed in authorizing and issuing bonds and notes and applying the proceeds shall be in accordance with the provisions of the Uniform Bond Law of the State of Ohio in effect at the time.

## **ARTICLE VII FINANCE**

### **SECTION 7.01      ANNUAL TAX BUDGET.**

In the form and at the time required by law, the City Manager shall submit to the Council a tax budget for the ensuing fiscal year. For that purpose, at such time as the City Manager shall determine, the City Manager shall obtain from the head of each department or agency of the City plans for the work to be undertaken by such department during the next fiscal year, together with estimates of the cost of performing such work. The Department of Finance shall gather data from all departments and supply the City Manager with estimates of available revenue. From these data, the City Manager shall prepare the consolidated estimates for the annual tax budget. The Council shall consider these estimates and adopt them, with or without amendments, as the tax budget of the City for the ensuing year, and transmit them to the County Budget Commission in the form required by law.

#### **SECTION 7.02      PREPARATION OF ANNUAL CITY BUDGET.**

The City Manager shall prepare and submit to the Council each year a budget estimating the total contemplated work program and expenditures from each fund during the ensuing fiscal year. Expenditures shall not exceed the total recommended appropriations from each fund and the total estimated resources certified by the County Budget Commission and the County Auditor. Council may request the City Manager prepare a five (5) year planning budget. Such budget shall serve as the basis for the annual appropriation ordinance.

#### **SECTION 7.03      OTHER PROCEDURES.**

In all other respects the procedure for the preparation, advertising, hearing and adoption of the budget and the appropriation of municipal funds shall be governed by the general laws of the State of Ohio pertaining to such matters. Amendment to the annual appropriation ordinance shall be governed by the general laws of the State of Ohio pertaining to such matters.

#### **SECTION 7.04      FISCAL YEAR.**

The fiscal year of the City shall be the calendar year, beginning January 1 and ending December 31 each year.

#### **SECTION 7.05      CAPITAL IMPROVEMENT RESERVE FUND.**

Council may create and maintain a Capital Improvement Reserve Fund, and may from time to time transfer or appropriate thereto all moneys accruing to any other fund of the municipality not needed for the purposes of such fund and available for transfer under general law.

The unencumbered balance remains in the general fund of the municipality at the end of any fiscal year may also be transferred. Moneys in the

Capital Improvement Reserve Fund shall not be expended for any purpose except to purchase equipment, apparatus or other property, or to construct buildings, structures, roads and other property or public improvements, needed for the use of the municipality, or to pay bonded obligations of the municipality by means of transfer to its bond and interest retirement fund.

## **ARTICLE VIII BOARDS AND COMMISSIONS**

### **PERSONNEL APPEALS BOARD**

#### **SECTION 8.01 PERSONNEL APPEALS BOARD**

There shall be a Personnel Appeals Board consisting of three qualified electors of the City who shall be appointed by the Council for three year terms. Council shall fill vacancies by appointment for the unexpired term. Each member shall neither hold nor be a candidate for any other public office nor be employed by the City.

The City and the Personnel Appeals Board shall have no jurisdiction over, nor be obligated to perform any duties with regard to employees of the Talawanda City School District.

#### **SECTION 8.02 POWERS AND DUTIES**

The Board shall have the power to hear and determine appeals of disciplinary actions, suspensions, demotions or removal of nonexempt employees if such matters are not resolved upon a hearing and determination by the City Manager.

The Board shall serve without compensation and shall hear appeals from any nonexempt employee who has successfully completed a probationary period, or applicant for non-exempt position who has successfully completed a probationary period, upon such issues as may be subject to appeal as defined by rules established pursuant to this section. The board shall have the power to subpoena witnesses and require the production of records. The decision of the Board shall be final.

### **PLANNING COMMISSION**

#### **SECTION 8.03 PLANNING COMMISSION.**

There shall be a City Planning Commission consisting of seven members, two of whom shall be members of Council, elected by Council for a term of one year; and five citizen members, appointed by Council from among the qualified electors of the city. The five citizen members shall

serve five year overlapping terms of office. Citizen members of the Planning Commission shall hold no other incompatible public office.

#### **SECTION 8.04 POWERS AND DUTIES.**

The Planning Commission may act as the Platting Commission of the municipality. As such, it shall provide for planning, zoning and regulations covering platting of all lands which are subject to control by the municipality, and shall cause an official map of such territories to be made. The Commission shall carry out the comprehensive plan and make such investigations, reports and recommendations relating to planning and the physical development of the City as it finds necessary and desirable.

#### **BOARD OF ZONING APPEALS**

#### **SECTION 8.05 BOARD OF ZONING APPEALS.**

There shall be a Board of Zoning Appeals consisting of five electors of the city, appointed by Council to serve for a term of three years. The Board shall establish its own rules of procedure and keep a record of its proceedings in all matters coming before the Board. No resolution overruling an action under or interpretation of the zoning ordinance by any administrative officer of the City shall be adopted except by the affirmative vote of three members of this board.

#### **SECTION 8.06 POWERS AND DUTIES.**

The board shall have the power to hear and determine appeals from refusal of building permits and to permit exceptions to and variations from the zoning regulations in individual cases as may be required to afford justice and avoid unreasonable hardship to property owners. The standards in all instances to be applied by the board shall be established by ordinance of Council.

#### **RECREATION BOARD**

#### **SECTION 8.07 RECREATION BOARD.**

There shall be a Recreation Board appointed by Council consisting of five members. Appointments shall be made for a three-year term of office. The Recreation Board shall recommend to Council future plans and development of playgrounds, parks and recreational facilities and programs for the City. The Recreation Director shall be appointed by the City Manager.

## **OTHER BOARDS**

### **SECTION 8.08 OTHER BOARDS AND COMMISSIONS.**

In addition to the foregoing boards and commissions, Council may create and abolish such other advisory boards, commissions and committees as may be deemed necessary.

### **SECTION 8.09 CITY MANAGER EX-OFFICIO MEMBER.**

The City Manager or designee shall be an ex-officio member without vote of all boards and commissions created by or under authority of this Charter, except the Personnel Appeals Board.

### **SECTION 8.10 REMOVAL FROM OFFICE.**

Council shall declare vacant an appointed official's office by a majority vote of all members of Council for any of the following reasons.

1. One who is absent without justifiable excuses for three (3) consecutive regular meetings.
2. One who shall be convicted of a crime involving moral turpitude or any felony.
3. One who shall be convicted of any other provision of the state laws as applicable to public officials for which the penalty includes forfeiture of office.

## **ARTICLE IX NOMINATIONS AND ELECTIONS**

### **SECTION 9.01 MUNICIPAL ELECTIONS.**

The regular municipal election for the choice of members of the Council shall be held on the first Tuesday after the first Monday in November in the odd numbered years. The Council may, by resolution, order a special election at any time, the purpose of which shall be set forth in the resolution.

### **SECTION 9.02 CONDUCT OF ELECTIONS.**

Both regular and special municipal elections shall be conducted by the Board of Elections of Butler County, Ohio, under the provisions of this Charter. Where the Charter is silent, the provisions of the state election law shall be followed.

### **SECTION 9.03 NOMINATIONS.**

No primary election shall be held for the nomination of candidates for the Council. Nominations for the office of Council member shall be made by petition signed by not less than 50 nor more than 100 electors of the City. Petitions shall be the standard forms for the nomination of individual nonpartisan candidates for such office. Group petitions shall not be used. Petitions shall be filed with the Board of Elections in accordance with the current laws of the State of Ohio. An elector may sign only as many petitions as there are Council members to be elected at the municipal election for which the nominations are made.

#### **SECTION 9.04 ACCEPTANCE AND VERIFICATION.**

The signature of the candidate indicating acceptance of the nomination and willingness to serve if elected shall appear on each copy of the petition. The petition may be in a number of parts, but each part shall be verified under oath by the circulator, as required by law.

#### **SECTION 9.05 BALLOTS.**

The full names of all candidates nominated shall be printed on the official ballot without party designation. If two candidates with the same surname, or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence shall be placed below their names on the ballot. The names of all candidates shall be rotated on the ballot as provided by law.

#### **SECTION 9.06 WRITE-INS.**

Only in the event that fewer candidates are nominated by petition than there are Council members to be elected at the ensuing election shall space be provided on the ballot for the writing in at the election of the names of additional persons.

#### **SECTION 9.07 RECALL.**

~~Members of Council may be removed from office before the expiration of their term by the qualified voters of the city. The procedure for such recall shall be that provided in the Ohio Revised Code.~~

The electors shall have the power to remove from office by a recall election any member of Council of the Municipality in the manner herein provided. A petition demanding removal may be filed with the Clerk of Council, who shall note thereon the name and address of the person filing the petition and the date of such filing, and deliver to such person a receipt therefor and attach a copy thereof to said petition. Such petition may be circulated in separate parts, but the separate parts shall be bound together and filed as one instrument. Each part shall contain the name and office of the person whose removal is sought

and a statement in not more than two hundred (200) words of the grounds for the removal. Such petition shall be signed by at least that number of electors which equals twenty-five per cent (25%) in number of the electors voting at the last preceding regular Municipal election. A petition is not valid after ninety (90) days from the date of the first signature. The petition shall comply with the general laws of the State, unless otherwise provided by this Charter. Within thirty (30) days after the day on which such petition shall have been filed, or refiled in response to a determination of insufficiency, the Clerk of Council shall determine whether it meets the requirements hereof. If the Clerk of Council shall find the petition insufficient, the Clerk of Council shall promptly certify the particulars in which the petition is defective, deliver a copy of such certificate to the person who filed the petition, and make a record of such delivery. Such person shall be allowed a period of ten (10) days after the day on which such delivery was made in which to make the petition sufficient. If the Clerk of Council shall find the petition sufficient, the Clerk of Council shall promptly so certify to Council, shall deliver a copy of such certificate to the member whose removal is sought, and shall make a record of such delivery. The Clerk of Council shall submit the certified petition to the Board of Elections. An election shall be held at the next primary or general election occurring more than ninety days from the date of the finding of sufficiency of the petition. At such recall election, this question shall be placed upon the ballot: "Shall (naming the member) be allowed to continue as a member of Council?", with the provision on the ballot for voting affirmatively or negatively, and in the event a majority of the vote is negative such member shall be considered as removed, such office shall be deemed vacant, and such vacancy shall be filled as provided in this Charter. The member removed at such recall election shall not be eligible for appointment to the vacancy created thereby. If the member is not removed at such recall election, no further recall petitions shall be filed against the member for a period of one (1) year following such election

## **ARTICLE X GENERAL PROVISIONS**

### **~~SECTION 10.01 OFFICIAL BONDS.~~**

~~All officers and employees of the City whose duties require them to handle municipal and other public money or property shall furnish a corporate surety bond issued by a company authorized to do business in Ohio, to protect the City against loss due to their acts. The amount of the bond in each case shall be determined by Council and the premium on such bonds shall be paid from the funds of the City. All such bonds shall be filed with the Clerk of Council.~~

### **SECTION 10.021 PERSONAL INTEREST.**

No member of the Council or any officer or employee of the City shall have any financial interest, direct or indirect, in any contract with or sale to the City of any materials, supplies or services, or any land or interest in land. A person who knowingly and willfully violates this section shall be guilty of malfeasance in office and upon conviction thereof shall be removed from office.

Any contract or agreement made in violation of this section shall be voidable at the election of the Council.

#### **SECTION 10.032                    REMOVAL FROM OFFICE; DISQUALIFICATION.**

Whenever, in this Charter certain acts on the part of City officials are described as constituting malfeasance in office, the procedure for complaint, trial and judgment thereon shall be that prescribed in the Ohio Revised Code.

#### **SECTION 10.043 AMENDMENTS TO THE CHARTER.**

This Charter may be amended as provided in Article XVIII, Section 9, of the Ohio Constitution, by submission of a proposed amendment to the electors of the municipality and approved by a majority of those voting on the question of its adoption.

Such amendment may be initiated by either a vote of at least five (5) members of Council, or by petition to the Council signed by ten (10) percent of the voters who voted at the preceding election for the office of Governor.

At the first meeting of the Council in January 1996 and every ten (10) years thereafter, Council shall appoint a commission of not less than five (5), nor more than nine (9) electors of the municipality, to include one (1) but no more than two (2) current City Council members. It shall be the duty of the commission to review the existing Charter and make such recommendations for revision as it may see fit. The City Solicitor shall provide advice and counsel as needed by the Commission. The Commission shall submit its written report to Council at an open meeting not later than December 31 of the same year. Thereupon, the Council may take such action as it deems warranted with respect to such recommendations.

In the event two (2) conflicting amendments to the Charter are approved at the same election by a majority of the total number of votes cast, the one receiving the highest number of affirmative votes shall be the amendment to the Charter.

#### **SECTION 10.054 SEVERABILITY CLAUSE.**

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter, which would have been adopted without the

invalid portion of such invalidity could have been known at the time of its original adoption.

**ARTICLE XI  
TRANSITIONAL PROVISIONS**

**SECTION 11.01 SUCCESSION AND VESTED RIGHT.**

The City of Oxford, under this Charter, is hereby declared to be the legal successor of the Village of Oxford, under the general laws of the State of Ohio; and as such it has title to all property, real, personal, and mixed, owned by its predecessor, including all moneys on deposit and all taxes in process of collection together with all accounts receivable and rights of action. Adoption of the Charter or any amendments of it shall not impair rights vested in the City nor discharge any liability previously incurred by the City.



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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                                |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | City Manager                                                                                                                                                                                                                                   |
| <b>PREPARED BY:</b>                     | Douglas Elliott                                                                                                                                                                                                                                |
| <b>DATE PREPARED:</b>                   | 7/8/2026                                                                                                                                                                                                                                       |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                  |
| <b>AGENDA TITLE:</b>                    | An Ordinance Providing For The Submission To The Electorate Of An Amendment To The Charter Of The City Of Oxford, Ohio, And To Place The Same On The Ballot At The General Election, November 3, 2026. (Douglas R. Elliott, Jr., City Manager) |
| <b>COUNCIL GOAL AREA:</b>               |                                                                                                                                                                                                                                                |
| <b>BUDGETED AMOUNT:</b>                 |                                                                                                                                                                                                                                                |
| <b>ACCOUNT CODE:</b>                    |                                                                                                                                                                                                                                                |
| <b>RECOMMENDATION:</b>                  | Approval                                                                                                                                                                                                                                       |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE                                                                                                                                                                                                                                            |

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### DISCUSSION:

The Oxford City Charter was adopted by the voters in 1960. It adopted the Council-Manager form of government. One of the provisions of the Charter (Section 10.04) is for the City Council to appoint a Charter Review Commission every 10 years. City Council appointed five members in 2026. The members are Mayor Michael Smith, City Council Representative; Vice-Mayor Alex French, City Council Representative; Alan Kyger; Clara Blackmar; and Kevin McKeehan. The Commission Members were assisted by City Manager Doug Elliott, Assistant City Manager Jessica Greene, Law Director Chris Conard, and City Clerk Heather Barbour. The Charter Review Commission members met three times to discuss, propose, and review recommended changes to the Oxford City Charter. The Commission has concluded its work.

The Commission is recommending 8 changes to the Oxford City Charter as outlined in the attached report. This ordinance provides the changes for City Council for consideration. If approved by Council, the ordinance will be forwarded to the Butler County Board of Elections. The approved changes will be placed on the ballot and voted on by the electors of Oxford. The proposed changes will appear on the General Election ballot on November 3, 2026.

At the Council meeting of July 7th, the 8 recommended changes were discussed. It was decided that the recommendation (#1) to remove the three dwelling unit prohibition in the remaining Mile Square should be a separate issue for the electorate to decide. Also, the recommendation (#3) regarding the publication of ordinances should not be changed. I have incorporated these two changes by providing a revised ordinance with 6 recommendations and a separate ordinance for the removal of the three dwelling unit prohibition in the remaining Mile Square.

**ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORATE OF AN AMENDMENT TO THE CHARTER OF THE CITY OF OXFORD, OHIO, AND TO PLACE THE SAME ON THE BALLOT AT THE GENERAL ELECTION, NOVEMBER 3, 2026.**

**WHEREAS**, the Charter of the City of Oxford requires Council to appoint a Commission to review the Charter every ten years;

**WHEREAS**, the last Commission was appointed in 2016;

**WHEREAS**, Council appointed a Commission on February 3, 2026; and

**WHEREAS**, the Charter Review Commission met three times in 2026, concluded their work, and submitted recommendations to Council.

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

**SECTION I:** Council, having reviewed the report and recommendation submitted by the Charter Review Commission, determines that amendments to the Charter should be submitted to the electors of the City.

**SECTION II:** Article XVIII, Section 9 of the Ohio Constitution and Section 10.04 of the Charter provide that amendments to the Charter may be submitted to the electors of the municipality by a vote of at least five (5) of the members of Council.

**SECTION III:** The question of the amendments of the Charter of the City shall be submitted to a vote of the electors of the municipality at the general election to be held on Tuesday, the 3<sup>rd</sup> day of November, 2026, at the regular places of voting in the City between the hours of 6:30 a.m. and 7:30 p.m. to determine whether the Charter shall be amended with the additions and deletions from the Charter as indicated in the draft Charter revisions document attached to this Ordinance as Exhibit "A".

**SECTION IV:** The ballot language shall read as follows:

"Shall the Charter of the Municipality of Oxford, Ohio be amended by:

1. revising Section 2.11 paragraph (4) by removing all wording after first sentence.

**SECTION V:** A majority vote shall be necessary for adoption of this question. If adopted, this amendment will be effective on certification of the election results.

**SECTION VI:** Notice of the time and place of holding such election shall be given as required by law. The full text of the proposed amendment shall be published one (1) time per week for not less than two (2) consecutive weeks in a newspaper of general circulation in the City of

Oxford, with the first publication being not less than fifteen (15) days prior to the election at which the amendment is to be submitted to the electors.

**SECTION VII:** The Clerk of Council shall certify this Ordinance to the Butler County Board of Elections by 4:00 p.m. on August 5, 2026.

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

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

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MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Service                                                                                                                                                                                                                                           |
| <b>PREPARED BY:</b>                     | Mike Dreisbach                                                                                                                                                                                                                                    |
| <b>DATE PREPARED:</b>                   | 6/26/2026                                                                                                                                                                                                                                         |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                     |
| <b>AGENDA TITLE:</b>                    | An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With The Board Of Education Of The Talawanda Local School District For The Planned Construction Of A Passenger Rail Platform. (Michael Dreisbach, Service Director) |
| <b>COUNCIL GOAL AREA:</b>               | Accessible, High-Quality Infrastructure                                                                                                                                                                                                           |
| <b>BUDGETED AMOUNT:</b>                 | \$2,700,000                                                                                                                                                                                                                                       |
| <b>ACCOUNT CODE:</b>                    | 141.720.63173                                                                                                                                                                                                                                     |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                                                                                           |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE MBD                                                                                                                                                                                                                                           |

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### DISCUSSION:

The City will need to acquire real property and easements to begin construction of a passenger rail platform near the Chestnut Street Multi-Modal Station at Chestnut & Main. The City is working with four entities to acquire an agreement, real estate, or a temporary easement. The City has reached agreements with CSX Transportation, Inc. and with the Talawanda Local School District Board of Education (Board). The City still needs to finalize agreements with Ledger, LLC (owners of the SDS Pizza site) and Oxford Township (temporary easement only).

The City and Board have agreed to terms for the required land and temporary easement, with an agreed-upon value of \$16,711.00. It is Staff's recommendation that the City Council approve this Ordinance and authorize payment to the Board of Education of the Talawanda Local School District for the real estate and temporary easements noted in this report's attachments.

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH THE BOARD OF EDUCATION OF THE TALAWANDA LOCAL SCHOOL DISTRICT FOR THE PLANNED CONSTRUCTION OF A PASSENGER RAIL PLATFORM.**

**WHEREAS,** the Board of Education of the Talawanda Local School District owns real property in Oxford, Ohio 45056, identified as Parcel ID 3-WD, T 118586; and

**WHEREAS,** the Board of Education of the Talawanda Local School District wishes to grant a permanent construction easement to the City of Oxford (a legal description depicting the easement area is attached hereto as Exhibit A); and

**WHEREAS,** the Board of Education of the Talawanda Local School District and the City will enter into an Easement Agreement granting the construction easement that will include the area in Exhibit A; and

**WHEREAS,** the City Manager and Service Director recommend that the City Council of the City of Oxford (“Council”) authorize the City Manager to accept the construction easement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OXFORD HEREBY ORDAINS THAT:**

**SECTION 1:** Council has reviewed the construction easement and finds the same to be acceptable in form and finds it is in the best interest of the citizens of Oxford and the Board of Education of the Talawanda Local School District.

**SECTION 2:** The City Manager is authorized to execute the attached construction easement and the addendum and such other documents as may be required in same or substantially similar form in order to create the new easement as depicted in Exhibit A.

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

---

MAYOR

ADOPTED:  
ATTEST:

---

CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: MICHAEL SMITH  
PREPARED BY: LAW (STAFF)

June 25, 2026

City of Oxford  
101 East High Street  
Oxford, OH 45056

**Attn:** Scott Otto, City Engineer

**RE: BUT-Oxford Amtrak Station  
Billing Package for Pcl. 3-WD, T**

Dear Mr. Otto:

I have enclosed the following information, so the City of Oxford may start the process for payment regarding the above referenced parcel & project.

- Signed Contract for Sale and Purchase
- Executed W-9 Form
- Corporate Resolution

Please review the enclosed information and process a check to be made payable to Board of Education of the Talawanda Local School District, in the amount of \$16,711.00.

Once the check has been processed, please return to this office at the address below.

Should you have any questions or need additional information, please feel free to call me at 513-247-0243 x 7005.

Respectfully,



Anna Lee Durastanti  
Project Manager

c: Acquisition File

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

**PARCEL(S): 3-WD, T  
118586**

This Agreement is by and between the City of Oxford ["Purchaser"] and Board of Education of the Talawanda Local School District ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$16,711.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with

said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

**3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

**4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

**5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such

consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

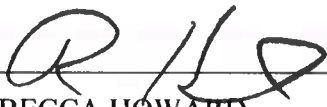
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Oxford and Board of Education of the Talawanda Local School District have executed this Agreement on the date(s) indicated immediately below their respective signatures.

BOARD OF EDUCATION OF THE TALAWANDA LOCAL  
SCHOOL DISTRICT

By   
DR. REBECCA HOWARD  
: PRESIDENT

Date: 6-23-26

By   
DR. EDWARD THEROUX  
: SUPERINTENDENT

Date: 6-25-26

By   
SHAUNNA TAFELSKI  
: TREASURER

Date: 6.23.26

City of Oxford

\_\_\_\_\_  
Scott Otto,  
City Engineer

Date: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

*gws*

Ver. Date 07/30/25

Page 1 of 2

Rev. 06/09

PID 118586

**PARCEL 3-WD  
BUT-OXFORD AMTRAK  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF OXFORD, BUTLER COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

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**[Surveyor's description of the premises follows]**

---

Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being part of Lot 716 of said City of Oxford and being part of Board of Education of Talawanda Local SD as recorded in Deed Book 1277, Page 191 of the Butler County Recorder's Office and being further described as follows:

Beginning at the northeast corner of Lot 3688 of said City of Oxford as recorded in Official Record 7980, Page 2396, said corner being on the south right of way of W. Chestnut Street; thence, departing said Lot 3688 and with the south right of way of said W. Chestnut Street, South 87° 25' 39" East, 269.84 feet to the southeast right of way of said CSX Transportation, Inc. being the northeast corner of Leger LLC as recorded in Official Record 7331, Page 1067 (Pt. Lot 716); thence, departing the south right of way of said W. Chestnut Street and with the southwest right of way of said CSX Transportation, Inc. and said Leger LLC, South 29° 16' 06" East, 236.70 feet to a set iron pin; thence, departing the southeast right of way of said CSX Transportation, Inc. and with the south line of said Leger LLC, North 87° 07' 31" West, 202.02 feet to a set iron pin said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found and departing said Leger LLC and through the lands of said Board of Education of Talawanda Local SD, South 02° 22' 35" West, 99.99 feet to a set iron pin on the north line of Township of Oxford land as recorded in Deed Book 1607, Page 523 (Pt. Lot 716);

thence, with said Township of Oxford land, North 87° 09' 28" West, 15.00 feet to a set iron pin on the east line of The Village of Oxford land as recorded in Deed Book 432, Page 170 (Pt. Plot 716)

## **EXHIBIT A**

LPA RX 851 WD

Page 2 of 2

Rev. 06/09

thence, departing said Township of Oxford land and with said The Village of Oxford land, North 02° 22' 35" East, 100.00 feet to a set iron pin on the southeast corner of said Leger LLC;

thence, departing said The Village of Oxford land and with said Leger LLC, South 87° 07' 31" East, 15.00 feet to the True Point of Beginning.

Containing in all 0.034 acres, gross, of which 0.000 acres is PRO (present road occupied), leaving a net take of 0.034 acres, more or less, subject to all legal easements and rights of way.

The above-described area is part of currently assigned Butler County Auditor's Parcel Number H4100-115-000-014.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402), U.S. Foot. Iron pins set are 3/4" diameter steel rods, 30" long, with a 2" diameter aluminum cap stamped "PS NO. 7568, BAYER BECKER".

The above description was prepared from a field survey and right of way plans on file at District 8 dated 07/30/2025 prepared by Bayer Becker under the direction of Jeffrey O. Lambert, Licensed Professional Surveyor #7568 in the State of Ohio.

**EXHIBIT A**

LPA RX 887 T

*QWS*

Ver. Date 07/28/25

Page 1 of 2

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PID 118586

**PARCEL 3-T  
BUT-OXFORD AMTRAK  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PURPOSE OF TEMPORARY  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF OXFORD, BUTLER COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being part of Lot 716 of said City of Oxford and being part of Board of Education of Talawanda Local SD as recorded in Deed Book 1277, Page 191 of the Butler County Recorder's Office and being further described as follows:

Beginning at the northeast corner of Lot 3688 of said City of Oxford as recorded in Official Record 7980, Page 2396, said corner being on the south right of way of W. Chestnut Street; thence, departing said Lot 3688 and with the south right of way of said W. Chestnut Street, South 87° 25' 39" East, 269.84 feet to the southeast right of way of said CSX Transportation, Inc. being the northeast corner of Leger LLC as recorded in Official Record 7331, Page 1067; thence, departing the south right of way of said W. Chestnut Street and with the southwest right of way of said CSX Transportation, Inc. and said Leger LLC, South 29° 16' 06" East, 236.70 feet to a set iron pin, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, departing said Leger, LLC and continuing with the south right of way of said W. Chestnut Street South 29° 16' 06" East, 118.11 feet to the northeast corner of Township of Oxford land (Pt. Lot 716) as recorded in Deed Book 1607, Page 523;

thence, departing the southwest right of way of said CSX Transportation, Inc. and with said Township of Oxford land, North 87° 07' 29" West, 20.90 feet;

thence, departing said Township of Oxford land and through the lands of said Board of Education of Talawanda Local SD the following three courses: North 29° 19' 08" West, 113.44 feet;

thence, North 87° 07' 31" West, 157.48 feet;

thence, South 02° 22' 35" West, 95.90 feet to the north line of said Township of Oxford land;

## **EXHIBIT A**

Page 2 of 2

LPA RX 887 T

Rev. 07/09

thence, with said Township of Oxford land, North 87° 37' 25" West, 11.00 feet to a set iron pin;

thence, through the lands of said Board of Education of Talawanda Local SD North 02° 22' 35" East, 99.99 feet to the south line of said Leger, LLC;

thence, with said Leger, LLC, South 87° 07' 31" East, 187.02 feet to the True Point of Beginning.

Containing in all 0.088 acres, gross, of which 0.000 acres is PRO (present road occupied), leaving a net take of 0.088 acres, more or less, subject to all legal easements and rights of way.

The above-described area is part of currently assigned Butler County Auditor's Parcel Number H4100-115-000-014.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402), U.S. Foot. Iron pins set are 3/4" diameter steel rods, 30" long, with a 2" diameter aluminum cap stamped "PS NO. 7568, BAYER BECKER".

The above description was prepared from a field survey and right of way plans on file at District 8 dated 07/30/2025 prepared by Bayer Becker under the direction of Jeffrey O. Lambert, Licensed Professional Surveyor #7568 in the State of Ohio.

**RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY AND  
GRANT OF A TEMPORARY CONSTRUCTION EASEMENT**

**WHEREAS**, the City of Oxford, Ohio (the “City”) desires to acquire a certain parcel or parcels of land for highway purposes on and over certain lands, owned by the Board of Education of the Talawanda City School District (the “Board”), which is more particularly described in the Warranty Deed (the “Deed”) attached hereto as Exhibit A (the “Property”); and

**WHEREAS**, the City also desires to acquire a temporary construction easement, which is more particularly described in the Temporary Easement attached hereto as Exhibit B (the “Temporary Construction Easement”); and

**WHEREAS**, the City will provide compensation the Board for the Property and the Temporary Construction Easement in the amounts stated in the Deed and Temporary Construction Easement; and

**WHEREAS**, the Board is permitted to convey the Property to the City via the Deed in accordance with Section 3313.41(C) of the Ohio Revised Code; and

**WHEREAS**, the Board desires to approve the sale of the Property and the granting of the Temporary Construction Easement to the City and authorize the Board President, Superintendent, and Treasurer to take all actions necessary to effectuate the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TALAWANDA CITY SCHOOL DISTRICT**, as follows:

**SECTION I**

The Board, in accordance with Section 3313.41(C) of the Ohio Revised Code, hereby authorizes and approves the sale of the Property to the City in exchange for the amount stated in the Deed attached hereto as Exhibit A.

**SECTION II**

The Board hereby authorizes and approves the granting of the Temporary Construction Easement to the City in exchange for the amount stated in the Temporary Construction Easement attached hereto as Exhibit B.

**SECTION III**

The Superintendent, Treasurer, and Board President are hereby authorized and directed to take all necessary action to implement and execute the sale of the Property in accordance with Section 3313.41(C) of the Ohio Revised Code, to execute the Deed conveying the Property to the City, to execute the Temporary Construction Easement, and to execute any other documents necessary to complete the transactions contemplated herein that are not inconsistent with this Resolution.

#### SECTION IV

**IT IS FOUND AND DETERMINED** that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

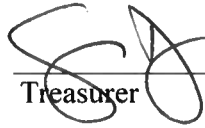
Mr. Meade moved and Mr. Wyatt seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: 3

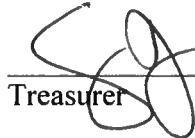
Nays: 1

ADOPTED this 14<sup>th</sup> day of May, 2026.

  
\_\_\_\_\_  
Treasurer

#### CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the 14<sup>th</sup> day of May, 2026, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said Resolution.

  
\_\_\_\_\_  
Treasurer



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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Service                                                                                                                                                                                                                                                                                                                                           |
| <b>PREPARED BY:</b>                     | Mike Dreisbach                                                                                                                                                                                                                                                                                                                                    |
| <b>DATE PREPARED:</b>                   | 6/26/2026                                                                                                                                                                                                                                                                                                                                         |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                                                                                                                     |
| <b>AGENDA TITLE:</b>                    | An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Southwestern Ohio Seniors' Services, Inc., A Non-Profit Ohio Corporation Now Known As Maple Knoll Communities, Inc. For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase VI. (Michael Dreisbach, Service Director) |
| <b>COUNCIL GOAL AREA:</b>               | Accessible, High-Quality Infrastructure                                                                                                                                                                                                                                                                                                           |
| <b>BUDGETED AMOUNT:</b>                 | N/A                                                                                                                                                                                                                                                                                                                                               |
| <b>ACCOUNT CODE:</b>                    | N/A                                                                                                                                                                                                                                                                                                                                               |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                                                                                                                                                                                           |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE MBD                                                                                                                                                                                                                                                                                                                                           |

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### DISCUSSION:

The Owners of the Knolls of Oxford have granted an easement to the City of Oxford, with zero compensation, for an easement to be used for the construction of the Oxford Area Trail System (OATS) Phase VI from Fairfield Road to Contreras Road. This easement was recorded with Butler County on March 6, 2025. Staff recommends approval of an Ordinance accepting the easement to create a record in the Oxford Book of Codified Ordinances.



**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH SOUTHWESTERN OHIO SENIORS' SERVICES, INC., A NON-PROFIT OHIO CORPORATION NOW KNOWN AS MAPLE KNOLL COMMUNITIES, INC. FOR THE PURPOSE OF AN EASEMENT FOR THE CONSTRUCTION OF THE (OATS) OXFORD AREA TRAIL SYSTEM PHASE VI.**

**WHEREAS,** Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation now known as Maple Knoll Communities, Inc., owns real property in Oxford, Ohio 45056, identified as Parcel ID H4100022000025; and

**WHEREAS,** Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation now known as Maple Knoll Communities, Inc., wishes to grant a permanent construction easement to the City of Oxford (a legal description depicting the easement area is attached hereto as Exhibit A); and

**WHEREAS,** Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation now known as Maple Knoll Communities, Inc., and the City will enter into an Easement Agreement granting the construction easement that will include the area in Exhibit A; and

**WHEREAS,** the City Manager and Service Director recommend that the City Council of the City of Oxford ("Council") authorize the City Manager to accept the construction easement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OXFORD HEREBY ORDAINS THAT:**

**SECTION 1:** Council has reviewed the construction easement and finds the same to be acceptable in form and finds it is in the best interest of the citizens of Oxford and Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation now known as Maple Knoll Communities, Inc.

**SECTION 2:** The City Manager is authorized to execute the attached construction easement and the addendum and such other documents as may be required in same or substantially similar form in order to create the new easement as depicted in Exhibit A.

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

---

MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: MICHAEL SMITH  
PREPARED BY: LAW (STAFF)

TRANSFER NOT NECESSARY  
BY NANCY NIX, CPA  
03/06/25 DEPT.  
AUDITOR, BUTLER CO., OHIO

  
Recorded: 03/06/2025 09:38 AM Page: 1 of 9  
File # 2025-00006882 Fee Amt: \$95.00  
BUTLER County, Ohio DANNY N. CRANK, Recorder  
BK **10190** PG **729**

LPA RE 806D  
Rev. 02/2021

ED  
LPA

## EASEMENT

Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation NKA Maple Knoll Communities, Inc., an Ohio non-profit Corporation, the Grantor(s), as a GIFT/DONATION to the Grantee, City of Oxford; does quit claim to the Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A, attached, the following described real estate:

PARCEL(S): Multi-Use Path Easement  
BUT SW OHIO SENIORS SERVICES  
SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. H4100022000025  
Prior Instrument Reference: O.R. 5417 Pg. 467, Butler County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a Multi-Use Path Easement, as more fully set forth herein. The term "Multi-Use Path Easement" shall mean the area indicated on Exhibit A attached hereto and which shall be used for pedestrian, bicycle, and other non-motorized vehicle usage.

As consideration for the transfer of property without compensation to Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the Multi-Use Path project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.



(B) Acceptance of the donation shall not influence the environmental assessment of the Multi-Use Path project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the Grantor or its successors or assigns if the interest is not required for the alignment chosen for the Multi-Use Path project after public hearings, if hearings are required, and adoption of the environmental document.

(D) Grantee shall be responsible, at Grantee's sole expense, for the construction of the improvements located in the Multi-Use Path Easement. It is further understood and agreed that any work done by Grantee, its agents, employees, or assigns, within the Multi-Use Path Easement shall be done in a good and workmanlike manner and will not interfere with the use of the surface of the ground on Grantor's adjoining land. Grantee agrees to restore Grantor's land located adjacent to the Multi-Use Path Easement, as nearly as possible, to the condition existing prior to the day of entry by Grantee, its employees, agents or assigns.

(E) Grantee agrees to provide all maintenance relative to the Multi-Use Path Easement, including but not limited to rubbish removal, and pavement maintenance and repair.

(F) To the extent permitted by then applicable law, Grantee agrees to indemnify Grantor for any injury, loss, claim or other liability for injury, loss or damage of any kind, including actual attorney's fees, arising out of or related in any manner to the grant of easement described herein or use of the Multi-Use Path Easement described herein. Grantee shall further, upon request by Grantor, provide a copy of the policy of general comprehensive liability insurance paid for and maintained by Grantee on the Multi-Use Path Easement, which policy shall name the Grantor as an additional insured.

(G) As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at any time the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a Multi-Use Path Easement that shall be open to the public without charge, then Grantee shall vacate its Multi-Use Path Easement over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

IN WITNESS WHEREOF Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation NKA Maple Knoll Communities, Inc., an Ohio non-profit Corporation has caused its name to be subscribed by Tim McGowan, its duly authorized President, and its duly authorized agent on the 4<sup>th</sup> day of March, 202~~4~~<sup>5</sup>

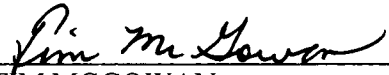


File # 2025-00006882

Page: 3 of 9

BK **10190** PG **731**

SOUTHWESTERN OHIO SENIORS'  
SERVICES, INC., A NON-PROFIT OHIO  
CORPORATION NKA MAPLE KNOLL  
COMMUNITIES, INC., AN OHIO NON-PROFIT  
CORPORATION

By:   
TIM MCGOWAN  
PRESIDENT

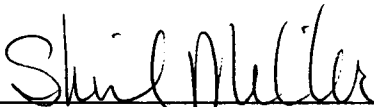
STATE OF OHIO, COUNTY OF BUTLER SS:

BE IT REMEMBERED, that on the 4<sup>th</sup> day of March, 202~~4~~<sup>5</sup>, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Tim McGowan, who acknowledged being the President and duly authorized agent of Southwestern Ohio Seniors' Services, Inc., a non-profit Ohio Corporation NKA Maple Knoll Communities, Inc., an Ohio non-profit Corporation and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to Tim McGowan with regard to the notarial act.

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

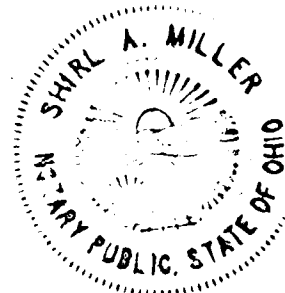


SHIRL MILLER  
Notary Public  
State of Ohio  
My Comm. Expires  
July 14, 2028



NOTARY PUBLIC  
My Commission expires: 7-14-2028

This document was prepared by: City of Oxford



BK 10190 PG 732

"EXHIBIT A"

**Date:** October 9, 2023

**Description:** Lot #3121  
Multi-Use Path Easement

**Location:** City of Oxford  
Butler County, Ohio



**Situated in Section 21, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being a 50' Multi-Use Path Easement in Lot 3231 of said City of Oxford as conveyed to Southwestern Ohio Seniors' Services, Inc. as recorded in Official Record 5417, Page 467 of the Butler County Recorder's Office and being taken 25' evenly off the following described centerline:**

**Commencing at the southwest corner of said Lot 3231 and being the southwest corner of said Section 21 and being on the centerline of Fairfield Road; thence, with said Section 21 and said Fairfield Road for the following two courses: 1) South 88° 03' 30" East, 1428.57 feet; 2) South 88° 04' 50" East, 35.40 feet to the True Point of Beginning;**

**thence, from the True Point of Beginning thus found, departing said Section 21 and said Fairfield Road and through said Lot 3231 for the following 26 courses:**

- 1) North  $02^{\circ} 25' 11''$  East, 410.60 feet;
- 2) with a curve to the right, having a central angle of  $73^{\circ} 34' 01''$ , a radius of 60.00 feet, an arc length of 77.04 feet, and a chord bearing North  $39^{\circ} 12' 11''$  East, 71.86 feet;
- 3) North  $75^{\circ} 59' 12''$  East, 7.17 feet;
- 4) with a curve to the left, having a central angle of  $61^{\circ} 34' 23''$ , a radius of 60.00 feet, an arc length of 64.48 feet, and a chord bearing North  $45^{\circ} 12' 01''$  East, 61.42 feet;
- 5) North  $14^{\circ} 24' 49''$  East, 51.76 feet;
- 6) with a curve to the right, having a central angle of  $24^{\circ} 54' 39''$ , a radius of 60.00 feet, an arc length of 26.09 feet, and a chord bearing North  $26^{\circ} 52' 09''$  East, 25.88 feet;
- 7) North  $39^{\circ} 19' 28''$  East, 122.52 feet;
- 8) with a curve to the left, having a central angle of  $34^{\circ} 52' 52''$ , a radius of 100.00 feet, an arc length of 60.88 feet, and a chord bearing North  $21^{\circ} 53' 02''$  East, 59.94 feet;
- 9) North  $04^{\circ} 26' 37''$  East, 113.17 feet;
- 10) with a curve to the left, having a central angle of  $32^{\circ} 10' 24''$ , a radius of 350.00 feet, an arc length of 196.54 feet, and a chord bearing North  $11^{\circ} 38' 35''$  West, 193.96 feet;
- 11) North  $27^{\circ} 43' 47''$  West, 167.67 feet;
- 12) with a curve to the right, having a central angle of  $39^{\circ} 00' 17''$ , a radius of 225.00 feet, an arc length of 153.17 feet, and a chord bearing North  $08^{\circ} 13' 38''$  West, 150.23 feet;
- 13) North  $11^{\circ} 16' 30''$  East, 161.60 feet;
- 14) with a curve to the left, having a central angle of  $34^{\circ} 50' 42''$ , a radius of 320.00 feet, an arc length of 194.61 feet, and a chord bearing North  $06^{\circ} 08' 51''$  West, 191.63 feet;
- 15) North  $23^{\circ} 34' 12''$  West, 89.32 feet;



- 16) with a curve to the right, having a central angle of  $26^{\circ} 25' 38''$ , a radius of 150.00 feet, an arc length of 69.19 feet, and a chord bearing North  $10^{\circ} 21' 23''$  West, 68.57 feet to Point "A";
- 17) North  $02^{\circ} 51' 27''$  East, 203.08 feet;
- 18) with a curve to the right, having a central angle of  $12^{\circ} 06' 34''$ , a radius of 330.00 feet, an arc length of 69.75 feet, and a chord bearing North  $08^{\circ} 54' 44''$  East, 69.62 feet;
- 19) North  $14^{\circ} 58' 01''$  East, 33.67 feet;
- 20) with a curve to the left, having a central angle of  $12^{\circ} 06' 40''$ , a radius of 995.00 feet, an arc length of 210.32 feet, and a chord bearing North  $08^{\circ} 54' 41''$  East, 209.93 feet;
- 21) North  $02^{\circ} 51' 21''$  East, 46.25 feet;
- 22) with a curve to the left, having a central angle of  $13^{\circ} 14' 24''$ , a radius of 100.00 feet, an arc length of 23.11 feet, and a chord bearing North  $03^{\circ} 45' 51''$  West, 23.06 feet;
- 23) North  $10^{\circ} 23' 03''$  West, 25.66 feet;
- 24) with a curve to the right, having a central angle of  $23^{\circ} 11' 20''$ , a radius of 100.00 feet, an arc length of 40.47 feet, and a chord bearing North  $01^{\circ} 12' 37''$  East, 40.20 feet;
- 25) North  $12^{\circ} 48' 17''$  East, 30.50 feet to the south right of way of Contreras Road;
- 26) with said right of way, South  $77^{\circ} 13' 17''$  East, 62.08 feet to its terminus and being on said Lot 3231. The lines of said strip to be shortened or lengthened to the right of way of said Fairfield Road, the right of way of said Contreras Road and the boundary of said Lot 3231. Said easement contains 2.980 acres, more or less.

Together with a Multi-Use Path Easement in said Lot 3231 and described as follows:

Commencing at Point "A" as described above; thence, through said Lot 3231, North  $87^{\circ} 08' 33''$  West, 25.00 feet to the **True Point of Beginning**;

thence, continuing through said Lot 3231 for the following 7 courses:

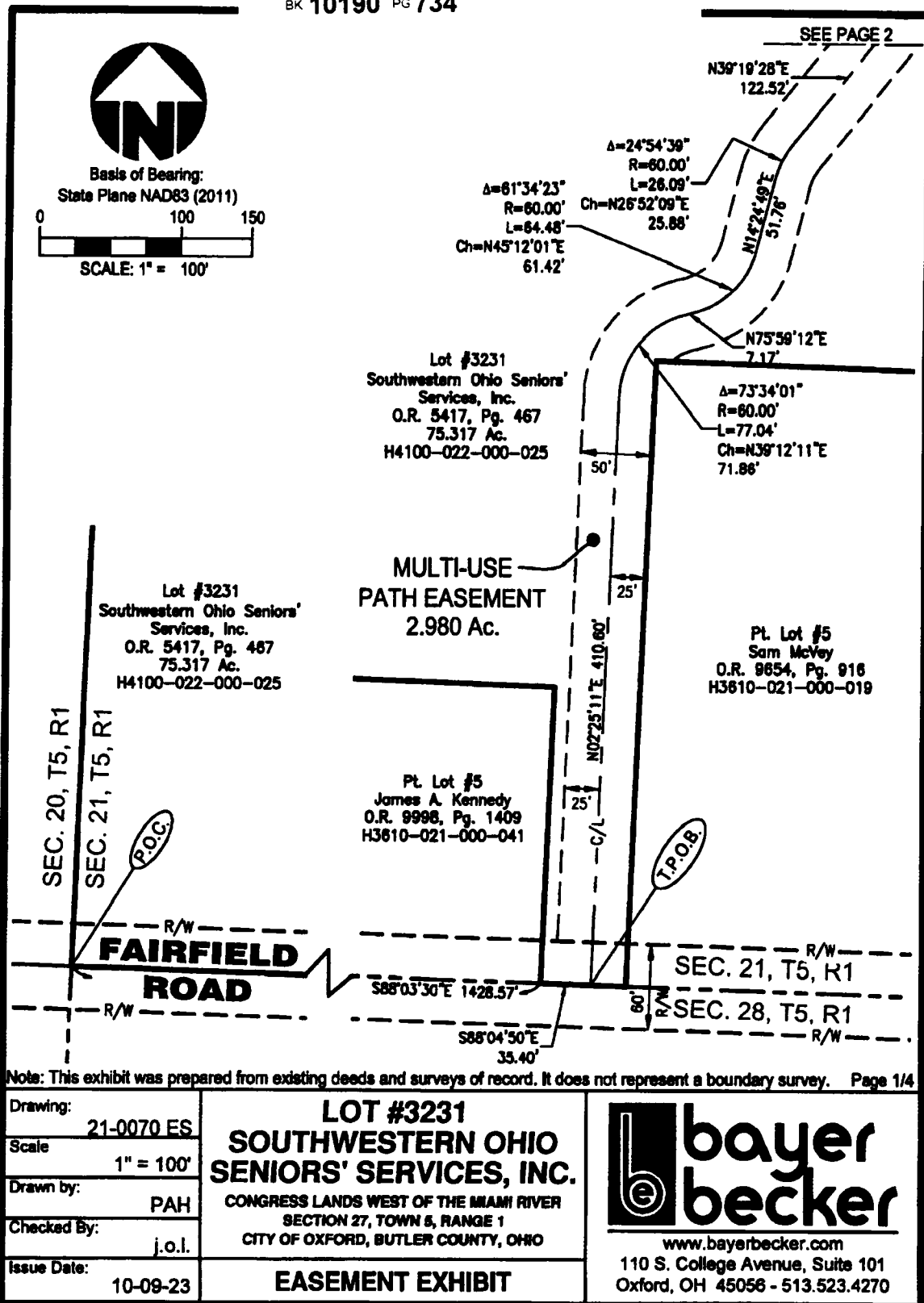
- 1) with a curve to the left, having a central angle of  $12^{\circ} 28' 20''$ , a radius of 175.00 feet, an arc length of 38.09 feet, and a chord bearing South  $03^{\circ} 22' 43''$  East, 38.02 feet;
- 2) North  $87^{\circ} 08' 33''$  West, 114.13 feet;
- 3) North  $02^{\circ} 51' 27''$  East, 30.00 feet;
- 4) South  $87^{\circ} 08' 33''$  East, 10.00 feet;
- 5) North  $02^{\circ} 51' 27''$  East, 95.00 feet;
- 6) South  $87^{\circ} 08' 33''$  East, 100.00 feet;
- 7) South  $02^{\circ} 51' 27''$  West, 87.21 feet to the **True Point of Beginning** containing 0.295 acres, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

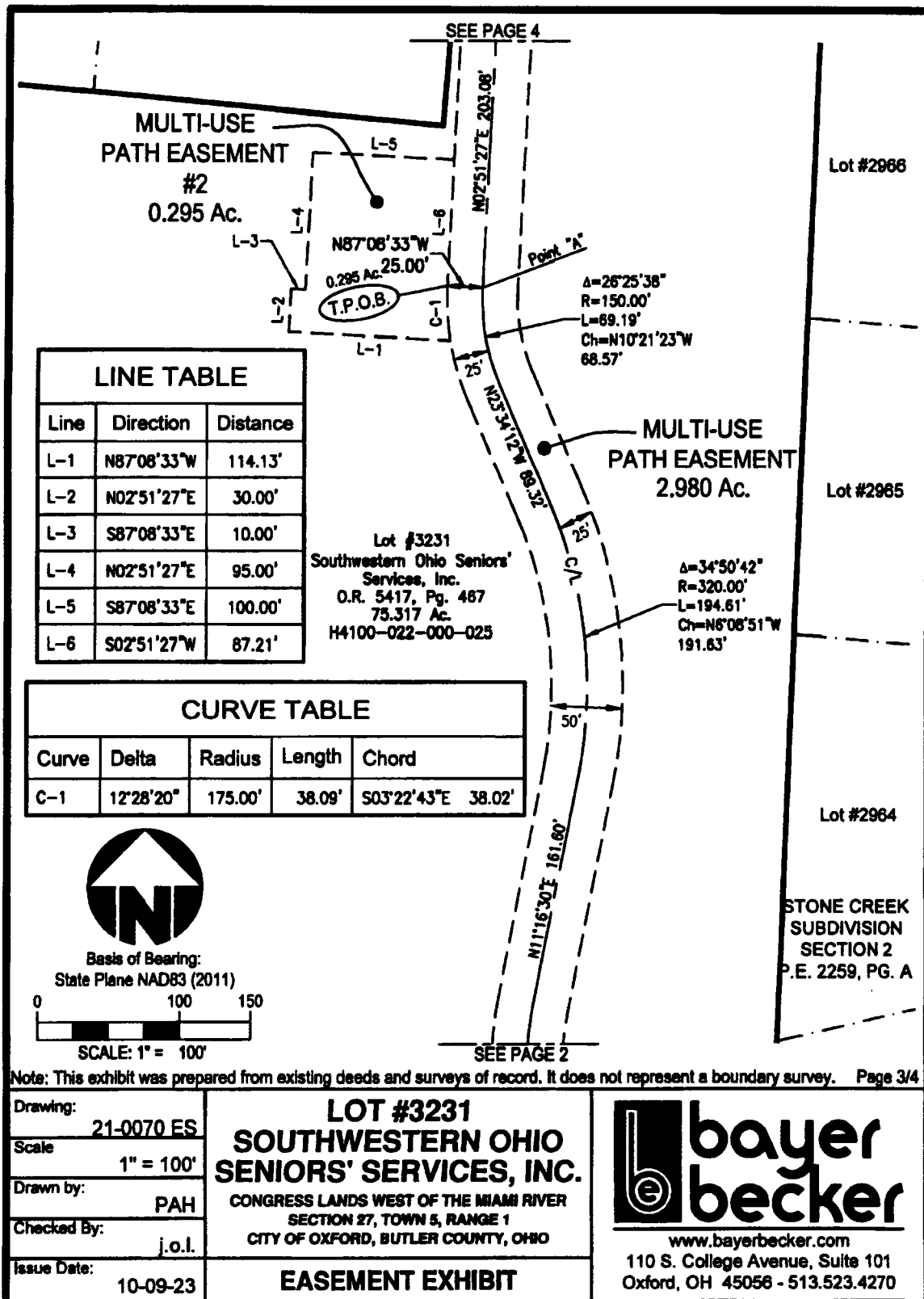
The above description was prepared from an easement exhibit made on October 9, 2023 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

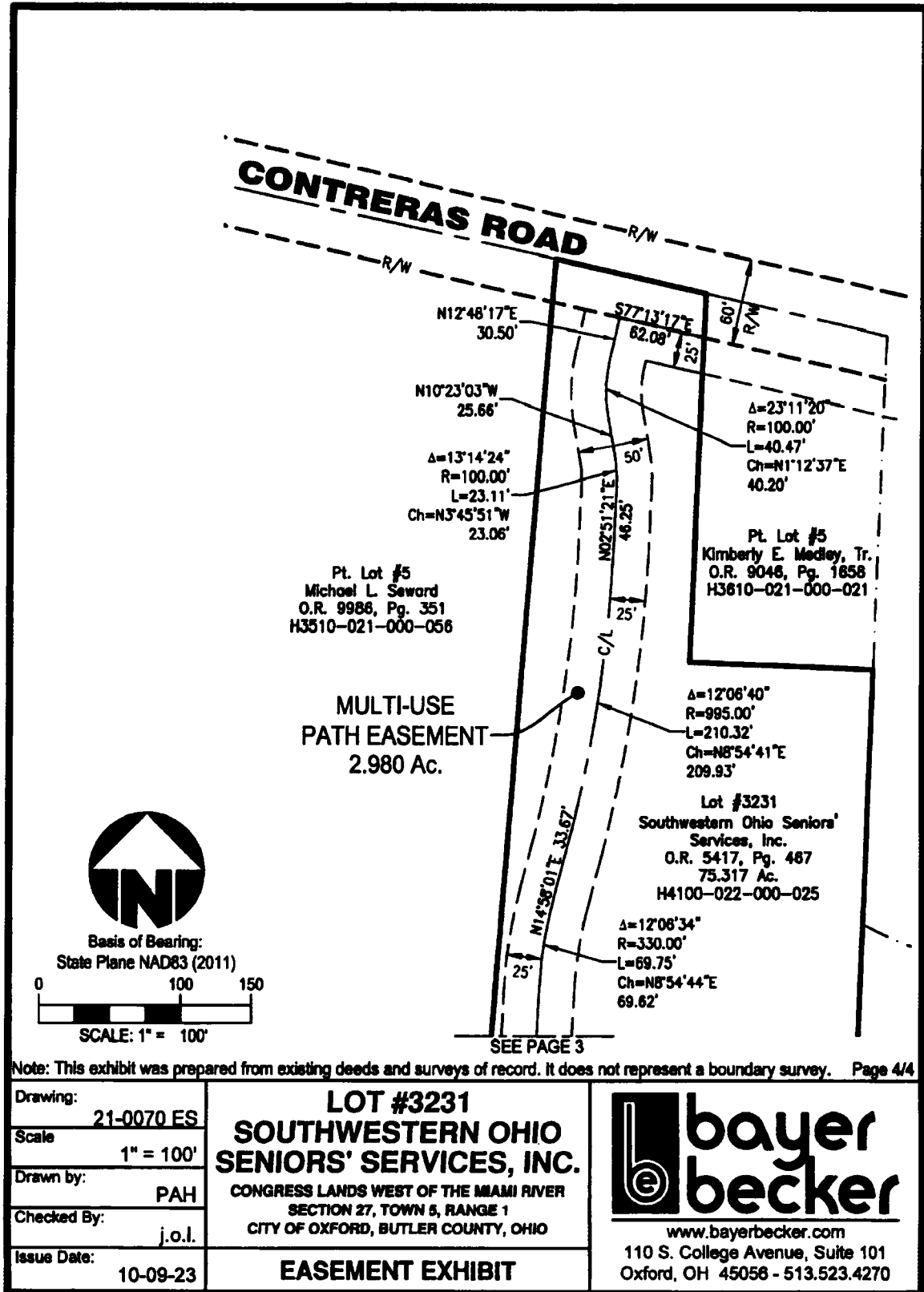


BK 10190 PG 734











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

## STAFF REPORT

|                                         |                                                                                                                                                                                                                                                        |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Service                                                                                                                                                                                                                                                |
| <b>PREPARED BY:</b>                     | Mike Dreisbach                                                                                                                                                                                                                                         |
| <b>DATE PREPARED:</b>                   | 6/26/2026                                                                                                                                                                                                                                              |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                                                                          |
| <b>AGENDA TITLE:</b>                    | An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement With Clawson Properties I, LLC For The Purpose Of An Easement For The Construction Of The (OATS) Oxford Area Trail System Phase V. (Michael Dreisbach, Service Director) |
| <b>COUNCIL GOAL AREA:</b>               | Accessible, High-Quality Infrastructure                                                                                                                                                                                                                |
| <b>BUDGETED AMOUNT:</b>                 | \$7,532.00                                                                                                                                                                                                                                             |
| <b>ACCOUNT CODE:</b>                    | 144.490.64702                                                                                                                                                                                                                                          |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                                                                                                |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE MBD                                                                                                                                                                                                                                                |

---

### DISCUSSION:

The City has purchased a permanent and temporary easement from Clawson Properties I, LLC, allowing construction of the Oxford Area Trail System - Phase V in the general vicinity of Talawanda High School. The easements have been recorded with Butler County; Staff recommends the City Council accept these easements by Ordinance to create a record in the Oxford Codified Ordinances.

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT WITH CLAWSON PROPERTIES I, LLC FOR THE PURPOSE OF AN EASEMENT FOR THE CONSTRUCTION OF THE (OATS) OXFORD AREA TRAIL SYSTEM PHASE V.**

**WHEREAS,** Clawson Properties I, LLC owns real property in Oxford, Ohio 45056, identified as Parcel ID H4000134000005; and

**WHEREAS,** Clawson Properties I, LLC wishes to grant a permanent construction easement to the City of Oxford (a legal description depicting the easement area is attached hereto as Exhibit A); and

**WHEREAS,** Clawson Properties I, LLC and the City will enter into an Easement Agreement granting the construction easement that will include the area in Exhibit A; and

**WHEREAS,** the City Manager and Service Director recommend that the City Council of the City of Oxford (“Council”) authorize the City Manager to accept the construction easement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF OXFORD HEREBY ORDAINS THAT:**

**SECTION 1:** Council has reviewed the construction easement and finds the same to be acceptable in form and finds it is in the best interest of the citizens of Oxford and Clawson Properties I, LLC.

**SECTION 2:** The City Manager is authorized to execute the attached construction easement and the addendum and such other documents as may be required in same or substantially similar form in order to create the new easement as depicted in Exhibit A.

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

---

MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: WILLIAM SNAVELY  
PREPARED BY: LAW (STAFF)

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY al 3.4.22 DEPT.  
AUDITOR, BUTLER CO., OHIO

Recorded: 03/04/2022 01:48 PM Page 1 of 4  
File # 2022-00010328 Fee Amt \$50.00  
BUTLER County, Ohio DANNY N. CRANK Recorder  
BK 9816 PG 962

LPA RE 804  
Rev. 04/2021

E  
LPA

### EASEMENT

Clawson Properties I, LLC, the Grantor(s), in consideration of the sum of \$7,523.00, to be paid by the City of Oxford, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): H4000134000005 Standard Highway Easement  
BUT-OXFORD AREA TRAIL PHASE IV WESTSIDE CONNECTOR

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. H4000134000005  
Prior Instrument Reference: Book 7577, Page 1342, Butler County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public trail.



IN WITNESS WHEREOF Clawson Properties I, LLC has caused its name to be subscribed by James M. Clawson, its duly authorized Managing Member, and its duly authorized agent on the 24<sup>th</sup> day of February, 2022.

CLAWSON PROPERTIES I, LLC

By: James M. Clawson  
JAMES M CLAWSON  
MANAGING MEMBER

STATE OF OHIO, COUNTY OF Butler SS:

BE IT REMEMBERED, that on the 24<sup>th</sup> day of February, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named James M. Clawson, who acknowledged being the Managing Member and duly authorized agent of Clawson Properties I, LLC, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to James M. Clawson with regard to the notarial act.

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



LEANN HENDRICKS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
03-26-2023

Leann Hendricks

NOTARY PUBLIC

My Commission expires: 3/26/23

This document was prepared by: the City of Oxford, Ohio



Exhibit A  
Easement for Trail Purposes  
PID H4000134000005

**CORPORATE**  
450 Grant Street / Akron, OH 44311  
P 330.375.1390 / F 330.375.1590  
TF 800.835.1390

**CLEVELAND OFFICE**  
2800 Euclid Avenue, Suite 620  
Cleveland, Ohio 44115

**COLUMBUS OFFICE**  
88 East Broad Street, Suite 880  
Columbus, Ohio 43215

[envdesigngroup.com](http://envdesigngroup.com)

Situated in the State of Ohio, County of Butler, Township of Oxford (T5N, R1E) and known as being part of Oxford Township Section 35 and further being part of land described in deed to Clawson Properties, LLC as recorded in book \_\_\_\_\_ page \_\_\_\_\_ of Butler County records and being more fully described as Follows:

Beginning at the Grantors Northwest Corner;

Thence S 88° 08' 09" E along the Grantors North line and the North line of said Section No. 35, 192.92 feet to the True Place of Beginning for the easement intended to be described herein;

Thence S 88° 08' 09" E along the Grantors North line and the North line of said Section No. 35, 40.04 feet;

Thence S 00° 28' 47" W, 190.09 feet;

Thence southeasterly 140.10 feet along the arc of a curve deflecting to the left having a radius of 180.00 feet and a chord of 136.59 feet that bears S 21° 49' 01" E;

Thence southeasterly 83.45 feet along the arc of a curve deflecting to the right having a radius of 220.00 feet and a chord of 82.96 feet that bears S 33° 14' 50" E;

Thence S 22° 22' 48" E, 5.18 feet;

Thence N 67° 37' 12" E, 10.00 feet;

Thence S 22° 22' 48" E, 10.00 feet;

Thence S 67° 37' 12" W, 10.00 feet;

Thence S 22° 22' 48" E, 17.00 feet;

Thence southeasterly 83.62 feet along the arc of a curve deflecting to the right having a radius of 170.00 feet and a chord of 82.78 feet that bears S 08° 17' 19" E;

Thence southeasterly 111.53 feet along the arc of a curve deflecting to the left having a radius of 180.00 feet and a chord of 109.75 feet that bears S 11° 56' 50" E;

Thence southeasterly 85.54 feet along the arc of a curve deflecting to the right having a radius of 420.00 feet and a chord of 85.39 feet that bears S 23° 51' 45" E;

*The community impact people.*

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT



Thence S 17° 59' 45" E, 40.09 feet;

Thence N 72° 00' 15" E, 3.00 feet;

Thence S 17° 59' 45" E, 10.00 feet;

Thence S 72° 00' 15" W, 3.00 feet;

Thence S 17° 59' 145" E, 12.38 feet to the Grantor's south line;

Thence S 76° 32' 21" W along the Grantor's south line, 40.13 feet;

Thence N 17° 59' 45" W, 59.27 feet;

Thence northwesterly 77.39 feet along the arc of a curve deflecting to the left having a radius of 380.00 feet and a chord of 77.26 feet that bears N 23° 51' 45" W;

Thence northwesterly 136.31 feet along the arc of a curve deflecting to the right having a radius of 220.00 feet and a chord of 134.14 feet that bears N 11° 56' 50" W;

Thence northeasterly 63.94 feet along the arc of a curve deflecting to the left having a radius of 130.00 feet and a chord of 63.30 feet that bears N 18° 17' 19" W;

Thence N 22° 22' 48" W, 32.18 feet;

Thence northwesterly 68.28 feet along the arc of a curve deflecting to the left having a radius of 180.00 feet and a chord of 67.87 feet that bears N 33° 14' 50" W;

Thence northwesterly 171.23 feet along the arc of a curve deflecting to the right having a radius of 220.00 feet and a chord of 166.94 feet that bears N 21° 49' 01" W;

Thence N 00° 28' 16" E, 191.06 feet to the True Place of Beginning and containing 0.7324 acres of land.

Bearings are based on grid north in the Ohio State Plane Coordinate System South Zone NAD 83 (2011)

This description was prepared and reviewed by Robert J. Warner P.S. 6931 for Environmental Design Group, LLC based on a field survey by G. J. Berding Surveying, Inc. in June 2020.

Robert J. Warner  
P.S. 6931

*Robert J. Warner 6-18-2021*

**CORPORATE**

450 Grant Street / Akron, OH 44311  
P 330.375.1390 / F 330.375.1590  
TF 800.835.1390

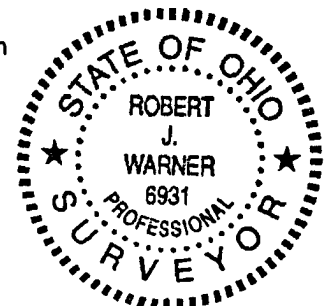
**CLEVELAND OFFICE**

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*The community impact people.*

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT



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

## STAFF REPORT

|                                         |                                                                                                                                                                                              |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Service                                                                                                                                                                                      |
| <b>PREPARED BY:</b>                     | Mike Dreisbach                                                                                                                                                                               |
| <b>DATE PREPARED:</b>                   | 6/26/2026                                                                                                                                                                                    |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                                |
| <b>AGENDA TITLE:</b>                    | An Ordinance To Appropriate Certain Real Property Interests Owned By Ledger, LLC, With Interests By Others, For The BUT-Oxford Amtrak Station Project. (Michael Dreisbach, Service Director) |
| <b>COUNCIL GOAL AREA:</b>               | Accessible, High-Quality Infrastructure                                                                                                                                                      |
| <b>BUDGETED AMOUNT:</b>                 | \$2,700,000                                                                                                                                                                                  |
| <b>ACCOUNT CODE:</b>                    | 141.720.63173                                                                                                                                                                                |
| <b>RECOMMENDATION:</b>                  | Approve                                                                                                                                                                                      |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE MBD                                                                                                                                                                                      |

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### DISCUSSION:

The City will need to acquire real property and easements to begin construction of a planned passenger rail platform near the Chestnut Street Multi-Modal Station at Chestnut & Main. The City is working with four entities to acquire an agreement, real estate, and/or a temporary easement. The City has reached agreements with CSX Transportation, Inc. and with the Talawanda Local School District Board of Education. The City still needs to finalize agreements with Ledger, LLC (owners of the SDS Pizza site) and Oxford Township (temporary easement only).

The City has retained OR Colan Associates, LLC to oversee fair-market-value negotiations with property owners affected by the project. At this point, negotiations have stalled, and the City must act to appropriate the portions of parcels needed for the project. Where possible, staff have made adjustments to design plans to minimize the impact on businesses and properties affected by the planned project.

In this case, the City requires a strip of land on the south side of the property, bordering property with Talawanda School District, to create an access pathway from the RTA Station to the planned rail platform. A temporary construction easement is also required for the project. A Fair Market Value for the land and easement was established at \$49,650 and this offer was presented in February 2026 to the owners.

The City has reached agreements with Amtrak and CSX for the passenger rail platform. Design plans for the project are nearing completion, and the City will be ready to advertise for bids in the near future.

**ORDINANCE NO.**

**AN ORDINANCE TO APPROPRIATE CERTAIN REAL PROPERTY INTERESTS OWNED BY LEDGER, LLC, WITH INTERESTS BY OTHERS, FOR THE BUT-OXFORD AMTRAK STATION PROJECT.**

WHEREAS, the Oxford City Council, by Resolution No. 7838, declared its intention and the necessity of appropriating certain real property interests as described in said Resolution; and

WHEREAS, it is necessary to appropriate said real property interests to complete the BUT-Oxford Amtrak Station Project (the “Amtrak Project”); and

WHEREAS, the Amtrak Project will provide the citizens of Oxford with a safe, reliable transportation option; and

WHEREAS, the real property being appropriated by the City includes Parcel 2-W and 2-T, as more particularly described in Exhibits A & B attached hereto, which parcels are located at 7 E. Chestnut Street, Parcel ID No. H4100115000013 (collectively, the “Real Property”).

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS:

SECTION 1: The City Council of Oxford, Ohio, by Resolution No. 7838 passed July 7, 2026, declared its intention to appropriate a fee simple interest in Parcel 2-W, more particularly described in Exhibit A attached hereto and incorporated herein by reference, and a temporary construction easement over Parcel 2-T, more particularly described in Exhibit B attached hereto and incorporated herein by reference, which parcels are located at 7 E. Chestnut Street, Parcel ID No. H4100115000013, which Real Property is owned by Ledger, LLC, for the Amtrak Project. Notice of the passage of the above-referenced Ordinance is being served upon the Real Property owner, or its agent, as well as any persons or entities in possession of, or persons or entities having a record interest in, the Real Property according to law.

SECTION 2: The Real Property described in Exhibits A and B, attached hereto and incorporated herein by reference, is being appropriated for a proper public purpose, as the Amtrak Project will promote the health, safety, welfare, and enjoyment of the citizens of Oxford.

SECTION 3: The names of those who have, claim to have, or may have any estate, title, or interest in the Real Property described in the attached Exhibits A and B are Ledger, LLC; any lienholders of record; and other persons or entities who declare or may declare an interest in the Real Property pursuant to law, including but not limited to the Butler County Treasurer, and the Butler County Auditor.

SECTION 4: The value of said appropriated property, including any residual damages, has been appraised at \$49,650.00 by an independent certified real estate appraiser.

SECTION 5: The Law Director is hereby authorized and directed to deposit \$49,650.00 with the Clerk of Courts of Butler County, Ohio, and to submit a Petition for Appropriation to the

Butler County Common Pleas Court requesting that the Court make inquiry into and assess the compensation to be paid for the appropriated Real Property, and to take all other actions necessary in connection with the appropriation proceedings.

SECTION 6: All actions taken by or on behalf of the City of Oxford in connection with the appropriation of the aforementioned property prior to the adoption of this Ordinance are hereby ratified.

SECTION 7: It is hereby found and determined that all formal actions of Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL  
INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

**EXHIBIT A**

LPA RX 851 WD

*QWS*

Ver. Date 07/30/25

Page 1 of 2

Rev. 06/09

PID 118586

**PARCEL 2-WD  
BUT-OXFORD AMTRAK  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF OXFORD, BUTLER COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

---

**[Surveyor's description of the premises follows]**

---

Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being part of Lot 716 of said City of Oxford and being part of Leger LLC as recorded in Official Record 7331, Page 1067 and of the Butler County Recorder's Office and being further described as follows:

Beginning at the northeast corner of Lot 3688 of said City of Oxford as recorded in Official Record 7980, Page 2396, said corner being on the south right of way of W. Chestnut Street; thence, departing said Lot 3688 and with the south right of way of said W. Chestnut Street, South 87° 25' 39" East, 269.84 feet to the southeast right of way of said CSX Transportation, Inc.; thence, departing the south right of way of said W. Chestnut Street and with the southwest right of way of said CSX Transportation, Inc., South 29° 16' 06" East, 205.20 feet to a set iron pin, said pin being the True Point of Beginning;

thence, from the True Point of Beginning thus found, continuing with to the southeast right of way of said CSX Transportation, Inc., South 29° 16' 06" East, 31.50 feet to set iron pin at the northeast corner of Board of Education of Talawanda Local SD (Pt. Lot 716) as recorded in Deed Book 1277, Page 191;

thence, departing the southeast right of way of said CSX Transportation, Inc and with said Board of Education of Talawanda Local SD, North 87° 07' 31" West, 202.02 feet to a set iron pin on the east line of The Village of Oxford land as recorded in Deed Book 432, Page 170 (Pt. Lot 716);

thence, departing said Board of Education of Talawanda Local SD and with said The Village of Oxford land, North 02° 22' 35" East, 19.00 feet to a set iron pin;

**EXHIBIT A**

Page 2 of 2

LPA RX 851 WD

Rev. 06/09

thence, departing said The Village of Oxford land and through the lands of said Leger LLC the following two courses: South  $87^{\circ} 07' 31''$  East, 173.24 feet to a set iron pin;

thence, North  $60^{\circ} 40' 52''$  East, 14.41 feet to the True Point of Beginning.

Containing in all 0.087 acres, gross, of which 0.000 acres is PRO (present road occupied), leaving a net take of 0.087 acres, more or less, subject to all legal easements and rights of way.

The above-described area is part of currently assigned Butler County Auditor's Parcel Number H4100-115-000-013.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402), U.S. Foot. Iron pins set are  $\frac{3}{4}$ " diameter steel rods, 30" long, with a 2" diameter aluminum cap stamped "PS NO. 7568, BAYER BECKER".

The above description was prepared from a field survey and right of way plans on file at District 8 dated 07/30/2025 prepared by Bayer Becker under the direction of Jeffrey O. Lambert, Licensed Professional Surveyor #7568 in the State of Ohio.

## EXHIBIT B

LPA RX 887 T

Page 1 of 2

Rev. 07/09

Ver. Date 07/30/25

PID 118586

**PARCEL 2-T  
BUT-OXFORD AMTRAK  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
PURPOSE OF TEMPORARY  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
CITY OF OXFORD, BUTLER COUNTY, OHIO**

[Surveyor's description of the premises follows]

---

Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being part of Lot 716 of said City of Oxford and being part of Leger LLC as recorded in Official Record 7331, Page 1067 of the Butler County Recorder's Office and being further described as follows:

Beginning at the northeast corner of Lot 3688 of said City of Oxford as recorded in Official Record 7980, Page 2396, said corner being on the south right of way of W. Chestnut Street; thence, departing said Lot 3688 and with the south right of way of said W. Chestnut Street, South 87° 25' 39" East, 269.84 feet to the southeast right of way of said CSX Transportation, Inc.; thence, departing the south right of way of said W. Chestnut Street and with the southwest right of way of said CSX Transportation, Inc., South 29° 16' 06" East, 125.07 feet to the True Point of Beginning;

thence, from the True Point of Beginning thus found, continuing with to the southeast right of way of said CSX Transportation, Inc., South 29° 16' 06" East, 80.13 feet to a set iron pin;

thence, departing the southeast right of way of said CSX Transportation, Inc. and through the lands of said Leger LLC the following two courses: South 60° 40' 52" West, 14.41 feet to a set iron pin;

thence, North 87° 07' 31" West, 173.24 feet to a set iron pin on the east line of The Village of Oxford land as recorded in Deed Book 432, Page 170 (Pt Lot 716);

thence, with said The Village of Oxford land, North 02° 22' 35" East, 181.02 feet to the south right of way of said W. Chestnut Street;

departing said The Village of Oxford land and continuing with the south right of way of said W. Chestnut Street, South 87° 25' 39" East, 10.00 feet;

## EXHIBIT B

Page 2 of 2

LPA RX 887 T

Rev. 07/09

thence, departing the south right of way of said W. Chestnut Street and through the lands of said Leger LLC the following four courses: South 02° 22' 35" West, 170.08 feet;

thence, South 87° 07' 31" East, 152.37 feet;

thence, North 29° 19' 08" West, 64.98 feet;

thence, North 60° 40' 52" East, 17.89 feet to the True Point of Beginning.

Containing in all 0.114 acres, gross, of which 0.000 acres is PRO (present road occupied), leaving a net take of 0.114 acres, more or less, subject to all legal easements and rights of way.

The above-described area is part of currently assigned Butler County Auditor's Parcel Number H4100-115-000-013.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402), U.S. Foot. Iron pins set are 3/4" diameter steel rods, 30" long, with a 2" diameter aluminum cap stamped "PS NO. 7568, BAYER BECKER".

The above description was prepared from a field survey and right of way plans on file at District 8 dated 07/30/2025 prepared by Bayer Becker under the direction of Jeffrey O. Lambert, Licensed Professional Surveyor #7568 in the State of Ohio.





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

## STAFF REPORT

|                                         |                                                                                                                                                                              |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ORIGINATING DEPARTMENT:</b>          | Finance                                                                                                                                                                      |
| <b>PREPARED BY:</b>                     | Heidi Ridenour                                                                                                                                                               |
| <b>DATE PREPARED:</b>                   | 6/26/2026                                                                                                                                                                    |
| <b>COUNCIL MEETING DATE:</b>            | July 21, 2026                                                                                                                                                                |
| <b>AGENDA TITLE:</b>                    | An Ordinance Amending Ordinance No. 3844 Supplemental Budget Ordinance Number 4 To Make Supplemental Appropriations For Fiscal Year 2026. (Heidi Ridenour, Finance Director) |
| <b>COUNCIL GOAL AREA:</b>               | Fiscal Responsibility                                                                                                                                                        |
| <b>BUDGETED AMOUNT:</b>                 | \$92,702                                                                                                                                                                     |
| <b>ACCOUNT CODE:</b>                    |                                                                                                                                                                              |
| <b>RECOMMENDATION:</b>                  | Approval                                                                                                                                                                     |
| <b>CITY MANAGER/DEPT HEAD APPROVAL:</b> | DRE/HR                                                                                                                                                                       |

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### DISCUSSION:

### DISCUSSION:

**Issue 1:** \$12,510.00 – General Fund (110)

To make adjustment to appropriations for the contract to clean the uptown public restroom.

**Issue 2:** \$16,312.77 – Water Capacity Benefit Fund SW (384)

To make adjustment to budgeted revenue \$16,313.00 to account for the transfer to the Water Improvement Fund for balancing purposes to the County.

**Issue 3:** \$21,072- General Fund (110)

To make adjustment to appropriations for the clean up contract for 521 N Beech St. This will be sent to Butler County as an assessment.

**Issue 4:** \$9,120.00 – Capital Equipment Fund (140)

To make adjustment to budgeted revenue and appropriations to account for a grant from the Oxford Community Foundation for the uptown improvements. (Lights, street pole banners, etc.)

**Issue 5:** \$50,000.00 – Opioid Settlement Fund (430)

To make adjustment to budgeted appropriations to provide funding for the Oxford Cold Shelter.

**ORDINANCE NO.**

AN ORDINANCE AMENDING ORDINANCE NO. 3844 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 4 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2026.

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

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

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

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

|                                 |           |
|---------------------------------|-----------|
| Water Capacity Benefit Fund 384 | 16,313.00 |
| Capital Equipment Fund 140      | 9,120.00  |

SECTION 3: The following increase/(decrease)in expenditures be made:

|                            |           |
|----------------------------|-----------|
| General Fund 110           | 12,510.00 |
| General Fund 110           | 21,072.00 |
| General Fund 110           | 4,000.00  |
| Capital Equipment Fund 140 | 9,120.00  |
| Opioid Settlement Fund 430 | 50,000.00 |

SECTION 4: In all other respects, Ordinance No. 3844 shall remain in full force and effect.

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

---

MAYOR

ADOPTED:

ATTEST:

---

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)