



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, MARCH 21, 2023 AT 7:30 PM

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Glenn Ellerbe

Amber Franklin
Alex French
David Prytherch

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, 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.

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Glenn Ellerbe

Amber Franklin
Alex French
David Prytherch

2. Pledge of Allegiance.

3. Approval of Agenda.

4. Public Participation.

A. Proclamation - "Education & Sharing Day Oxford"

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.

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 of the March 7, 2023, City Council Meeting (Heather Barbour, Clerk of Council)
- B. Report regarding the March 1, 2023, Environmental Commission Meeting (Michael Dreisbach, Service Director)
- C. Report regarding the March 13, 2023, Oxford Recreation Board Meeting. (Casey Wooddell, Parks and Recreation Director)

6. Resolutions.

- A. A Resolution authorizing the City Manager to apply for, accept, and enter into an agreement with Ohio Environmental Protection Agency (Water Supply Revolving Loan Account) for design & engineering fees related to a water softening facility. (Michael Dreisbach, Service Director)
- B. A Resolution accepting the bid and authorizing the City Manager to enter into an agreement with Midstates Recreation for the ADA Playground Enhancement Project for a total cost not to exceed \$150,000.00 (Casey Wooddell, Parks and Recreation Director)
- C. A Resolution authorizing the City Manager to accept a grant from the Oxford Community Foundation in an amount not to exceed \$15,000.00 for the ADA Playground Enhancement Project. (Casey Wooddell, Parks and Recreation Director)
- D. A Resolution authorizing the City Manager to enter into an agreement with BS&A Software to upgrade all current .net modules to Cloud Modules and add Payroll and HR Modules for an amount not to exceed \$208,900 (Joe Newlin, Finance Director)

- E. A Resolution authorizing the City Manager to enter into an agreement with Andrews Technology HMS, Inc. for Web-Based Time & Attendance System (Joe Newlin, Finance Director)
- F. A Resolution authorizing the City Manager to enter into a three-year agreement with NeoGov for Human Resources Management for a total contract amount of \$62,072.00. (Jessica Greene, Assistant City Manager)

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 authorizing the City Manager to enter into an easement agreement as set forth in Exhibit A attached hereto with Miami University and granting said easement as set forth on exhibits B and C attached hereto to allow access to the planned Regional Transit Authority multi-modal facility. (Michael Dreisbach, Service Director)
- 2. An Ordinance authorizing the City Manager to enter into an easement agreement as set forth in Exhibit A attached hereto with Miami University and granting said easement as set forth on exhibits B and C attached hereto for the construction of a planned regional transit authority multi-modal facility. (Michael Dreisbach, Service Director)

B. Second Reading

- 1. An Ordinance amending Ordinance No. 3697 Supplemental Budget Ordinance number 2 to make supplemental appropriations for fiscal year 2023. (Joe Newlin, Finance Director)
- 2. An Ordinance accepting the recommendation of the Planning Commission to remove the Planned Development Designation and approve a new Preliminary Subdivision for Heron Pond located along Kehr Road in the City of Oxford with conditions. (Sam Perry, Community Development Director)
- 3. An Ordinance approving a conditional use permit application to allow for the establishment of a restaurant use exceeding the Oxford zoning code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio, 45056, with conditions. (Sam Perry, Community Development 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.

Date	Meeting	Location	Time
Mar. 28	CANCELED- Board of Zoning Appeals	Courthouse	6:30 p.m.
Mar. 31	Community Improvement Corporation	College@Elm	12:00 p.m.
Apr. 4	City Council	Courthouse	7:30 p.m.
Apr. 10	Parking & Transportation Advisory Board	Municipal Building	9:30 a.m.
Apr. 10	Recreation Board	Municipal Building	11:30 a.m.
Apr. 11	Planning Commission	Courthouse	7:00 p.m.
Apr. 12	Historic & Architectural Preservation Commission	Courthouse	6:15 p.m.
Apr. 17	Housing Advisory Commission	LCNB Community Room	3:30 p.m.
Apr. 18	City Council	Courthouse	7:30 p.m.
Apr. 25	Board of Zoning Appeals	Courthouse	6:30 p.m.

9. Adjourn.

Office of the Mayor

Proclamation

Whereas:

excellence in education is vital to the success of our City, and in Oxford, we seek to instill each child and adolescent with a good education; and

WHEREAS, by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons on literacy, math, and science; and

WHEREAS, the Rebbe, Rabbi Menachem Schneerson, dedicated his life to the betterment of mankind and tirelessly advocated for a better education for all Americans; and

WHEREAS, the Rebbe taught that education should not be limited to the acquisition of knowledge and preparation for a career, but also on character building, with emphasis on the universal moral and ethical values that are the basis of any peaceful civilized society; and

WHEREAS, this year has an added significance as a year of "Hakhel"- a biblical event of unity and spiritual growth. Hakhel emphasizes how every person, irrespective of age, stage or background is crucial to perfecting our world with divine clarity through unity and increasing in acts of goodness and kindness; and

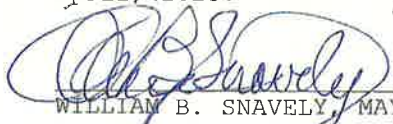
NOW, THEREFORE, I, William B. Snavely, Mayor of the City of Oxford, Ohio, do hereby proclaim Tuesday, April 2, 2023, as,

"EDUCATION & SHARING DAY OXFORD"

and call upon educators, volunteers and citizens, to reach out to young people and work to create a better, brighter, and more hopeful future for all.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 2nd day of April, 2023.


WILLIAM B. SNAVELY, MAYOR



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, MARCH 7, 2023 AT 7:30 PM

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.

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor

Jason Bracken

Glenn Ellerbe

Amber Franklin

Alex French

David Prytherch

A regular meeting of the Oxford City Council was called to order by Mayor William Snavelly on Tuesday, March 7, 2023, at 7:30 p.m. Members in attendance were Glenn Ellerbe, Jason Bracken, Amber Franklin, Alex French, David Prytherch, and Chantel Raghu.

Staff Members in Attendance

Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Mike Dreisbach, Service Director; Mr. Chris Conard, Law Director; Mr. Sam Perry, Community Development Director; Mr. Joe Newlin, Finance Director; Mr. Geoff Robinson, Acting Police Chief, John Detherage, Fire Chief and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

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

NAY #0
ABS #0

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.

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

A. Minutes of the February 21, 2023, City Council Meeting (Heather Barbour, Clerk of Council)

6. Resolutions.

- A. A Resolution authorizing the City Manager to apply for the 2022 Staffing for Adequate Fire and Emergency Response Grants Program (SAFER). (Doug Elliott, City Manager)

Motion – To Adopt Resolution No. 7476
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- B. A Resolution to collaborate with the Butler County Regional Transit Authority (BCRTA) to apply for the Federal Transit Administration- 2023 Competitive Funding Opportunity: Areas of Persistent Poverty Grant Program and commit to a 10% match up to \$20,000. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7477
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- C. A Resolution accepting the bid and authorizing the City Manager to enter into a contract with M&A Coatings, LLC for maintenance of a water storage reservoir at a cost of \$245,300.00. Staff requests an allowance of \$25,000.00 for the replacement of existing structural materials, if necessary, plus a contingency in the amount of \$24,530.00 for a total cost not to exceed \$294,830.00. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7478
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- D. A Resolution accepting the bid and authorizing the City Manager to enter into a contract with Sunesis Construction Co. for construction of the Oxford Area Trail System (OATS) Phases III & IV at a cost of \$4,490,575.00 plus a contingency in the amount of ten percent (10%) of the contract price or \$449,057.50 for a total cost not to exceed \$4,939,632.50. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7479
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0

ABS #0

- E. A Resolution accepting the bid and authorizing the City Manager to enter into a contract with Majors Enterprises, Inc. for construction of the Oxford Community Park trail connection to the Oxford Area Trail System (OATS) Phase IV and a cost of \$142,921.36 plus a contingency in the amount of ten percent (10%) of the contract price or \$14,292.00 for a cost not to exceed \$157,213.36. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7480
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- F. A Resolution accepting the proposal and authorizing the City Manager to enter into a professional services project agreement with Bayer & Becker, Inc. for the design and engineering of the Oxford Area Trail System (OATS) Phase V at a cost of \$725,604.00 plus a contingency in the amount of \$72,560.00 for a total cost not to exceed \$798,164.00. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 4781
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- G. A Resolution accepting the bid and authorizing the City Manager to enter into an agreement with Barrett Paving Materials, Inc. for the 2023 street resurfacing and maintenance program at a cost of \$453,697.52 with alternate #1 costing \$49,490.00 plus a contingency in the amount of \$16,812.48 for a total cost not to exceed \$520,000.00. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7482
(Voice Vote) 1st Ms. Franklin 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

- H. A Resolution declaring that it is necessary to improve those portions of certain properties as shown on Exhibit "A" attached hereto in the City of Oxford, Ohio, by repaving, re-curbings, and repairing the sidewalks, curbs, and gutters. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7483
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE #7
NAY #0
ABS #0

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 amending Ordinance No. 3697 Supplemental Budget Ordinance number 2 to make supplemental appropriations for fiscal year 2023. (Joe Newlin, Finance Director)
2. An Ordinance accepting the recommendation of the Planning Commission to remove the Planned Development Designation and approve a new Preliminary Subdivision for Heron Pond located along Kehr Road in the City of Oxford with conditions. (Sam Perry, Community Development Director)

John Bayer, Bayer + Becker 110 S. College Ave. Mr. Bayer spoke on behalf of the petitioner. Mr. Bayer offered to answer any questions about the changes to the original proposal.

Public Comments:

Michael Rudolph, President of the South Farm HOA 200 Morgan Circle, Mr. Rudolph spoke on behalf of the South Farm HOA. Mr. Rudolph spoke in favor of this Ordinance and offered to answer any questions.

3. An Ordinance approving a conditional use permit application to allow for the establishment of a restaurant use exceeding the Oxford zoning code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio, 45056, with conditions.

(Sam Perry, Community Development Director)

Walter Barineau, Waffle House, Inc. Mr. Barineau spoke on behalf of Waffle House and addressed questions from the Council.

B. Second Reading

1. An Ordinance changing the names of future private streets in the Owl's Landing subdivision and directing the Clerk of Council to forward a certified copy of this Ordinance to the County Engineer. (Sam Perry, Community Development Director)

Mayor Snavelly asked Mr. Conard about the terms of the procedure for withdrawing this Ordinance. Mayor Snavelly mentioned the request from the petitioner to table the Ordinance to re-consider the proposed street names. Mr. Perry noted the petitioner wanted to withdraw the Ordinance. Mr. Conard stated that a motion and a second were unnecessary if the Ordinance was withdrawn.

2. An Ordinance approving the final subdivision application and plat for Owl's Landing Block B, being a replat of lot 4119 within Owl's Landing Block A, with conditions. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3713
(Roll Call Vote) 1st MRaghu 2nd Mr. Prytherch

AYE # 7

Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Ellerbe, Ms. Franklin, Ms. French, and Mayor Snavelly

NAY # 0

Names Here

ABS # 0

Names Here

3. An Ordinance approving the second six-month extension of the approved final subdivision plat for South Forest Edge Section 1. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3714
(Roll Call Vote) 1st Ms. Raghu 2nd Ms. Franklin

AYE # 7

Ms. Raghu, Mr. Bracken, Mr. Ellerbe, Ms. Franklin, Ms. French, Mr. Prytherch, and Mayor Snavelly

NAY # 0

Names Here

ABS # 0

Names Here

4. An Ordinance approving the second six-month extension of the approved final subdivision plat for South Forest Edge Section 2. (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3715

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

AYE # 7

Mr. Bracken, Mr. Ellerbe, Ms. Franklin, Ms. French, Mr. Prytherch, Ms. Raghu, and Mayor Snavelly

NAY # 0

Names Here

ABS # 0

Names Here

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
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1.

Date	Meeting	Location	Time
Mar. 8	Historic & Architectural Preservation Commission	Courthouse	6:15 p.m.
Mar. 13	Parking & Transportation Advisory Board	Municipal Building	9:30 a.m.
Mar. 13	Recreation Board	Municipal Building	11:30 a.m.
Mar. 14	Public Arts Commission	Municipal Building	4:30 a.m.
Mar. 14	Planning Commission	Courthouse	7:00 p.m.
Mar. 16	Climate Action Steering Committee	Municipal Building	8:30 a.m.
Mar. 20	Housing Advisory Committee	LCNB Community Room	3:30 pm
Mar. 21	City Council	Courthouse	7:30 p.m.
Mar. 28	Board of Zoning Appeals	Courthouse	6:30 p.m.

9. Adjourn.

Motion – To Adjourn at 8:48 pm.
(Voice Vote) 1st Ms. Raghu 2nd Ms. French
AYE # 7
NAY # 0
ABS # 0



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	David Treleaven
DATE PREPARED:	3/2/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	Report regarding the March 1, 2023, Environmental Commission Meeting (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:

The Environmental Commission members in attendance at the Wednesday, March 1, 2023 meeting were: Chair, Mr. Jon Ralinovsky; Vice-Chair and City Council Representative, Ms. Chantel Raghu; Mr. Justin Fain, Ms. Heather Barrett, and Ms. Peggy Branstrator. A quorum was present. Mr. Steven Elliott had previously informed the Commission that he would not attend the March meeting. Also attending were City of Oxford (Oxford) Assistant City Manager, Ms. Jessica Greene, and from the Miami University Institute for the Environment and Sustainability (IES), Ms. Madalyn Warnimont and Mr. Jared Nally.

Approval of Agenda

Motion: Ms. Barrett
2nd: Mr. Fain
Vote: Unanimous

Approval of Minutes for the February 1, 2023 Meeting

Motion: Ms. Barrett
2nd: Mr. Fain
Vote: Unanimous

Discussion:

Ms. Warnimont and Mr. Nally provided the Commission with updates regarding the IES professional service project (PSP) entitled “Recycling Program Recommendations for Commercial Housing Properties in the City of Oxford.” The IES PSP student team had conducted site visits at commercial residential properties that had previously identified as potentially having “shared” access to recycling – adjoining commercial residential properties with the same owner and at least one recycling charge on their utility billing account. At several of the locations, there did not seem to be a recycling opportunity for the tenants. The student team will adjust their estimate of 4,642 commercial residential units (out of 6,170) having on-site or “shared” access to recycling to reflect the findings of their site inspections. The student team has scheduled interviews with some property managers regarding their experiences and/or opinions regarding tenant recycling. The tenant recycling survey questionnaire sent to property managers has one week left for responses. Thus far, only seven questionnaires have been returned. The responses from these seven surveys indicate that the negatives regarding offering tenant recycling include the “lost” space in parking lot space(s) for the recycling containers, contamination or co-mingling of trash with recyclables, and the costs, both of recycling itself and the result of contamination. The student team’s case study reviews are largely focused on communities that have enacted some sort of recycling program for commercial residential units. Common threads with these programs include on-going public education efforts, and “re-branding” of recycling activities and efforts. The final presentation by the IES PSP student team is scheduled for the morning of Monday, April 17, 2023, tentatively in Miami University’s Sheilder Hall.

Ms. Jessica Greene was in attendance at the March Commission meeting to present City staff’s potential options to address enactment of a managed natural lawn area (MNLA) program. Ms. Greene stressed that Oxford wishes to encourage its citizens to create MNLA, but was not of the opinion that formal ordinance legislation was the best approach. Of concern with the formal ordinance were potential enforcement issues with city staff’s ability to properly identify native, non-invasive, noxious, and/or invasive plant species, the proposed ordinances’ requirement for a planting plan, and the potential staff time that may be required to properly enforce and ensure compliance. Ms. Greene presented three potential solutions for MNLA in the community. The first involves a formal, professional public education program regarding creating a MNLA within Oxford’s existing codes and ordinances, with revision of the codes and ordinances intended to streamline locating details pertaining to a MNLA. Ms. Greene indicated that this was City staff’s preferred approach. The second solution was a mixture of the first solution and the proposed ordinance, which would involve revising existing codes and ordinances with repeals and inclusion of concepts and text from the proposed ordinance. A professional, formal, and organized public education program would also be included. The third solution was for the existing proposed MNLA ordinance previously endorsed by the Commission to proceed to City Council for consideration. After a brief discussion, the commissioners opted for the second solution. Commissioners suggested inclusion of additional text (beyond what Ms. Greene had initially presented), with concepts and definitions from the proposed MNLA ordinance. Ms. Greene is to incorporate these suggestions into the list of repeal and replacement text, and distribute this draft to the Commissioners for their review and comments. The Environmental Commission is to act upon the final text with a motion at their April 5, 2023 meeting. Assuming the Commission’s acceptance of the final MNLA text, it will be provided to City Council at their April 18, 2023 meeting. Ms. Greene presented a draft of the Climate Action Steering Committee’s community climate action plan (CCAP). The CCAP calls for a mixture of mitigation actions to reduce Oxford’s emissions and adaption actions intended to address predicted effects of climate change. After going through a PowerPoint slide presentation of the CCAP, Ms. Greene indicated a copy of the presentation would be provided to the Commissioners for their more detailed review. Ms. Greene requested that comments and/or suggestions be provided. A city-wide presentation of the CCAP is tentatively scheduled in April 2023.

Ms. Branstrator had previously requested that the Commission consider the United Nation's Climate Neutral Now Program (the Program). Specifically, Ms. Branstrator was interested in the Program's component that allows individuals to voluntarily participate in personal efforts to assist in the development of a more sustainable world. After additional research, Ms. Branstrator does not believe the Program (or any of the current UN climate-related programs) would be appropriate for the commission to recommend. Ms. Branstrator subsequently utilized other climate and/or carbon pledges that she believed would be a better approach for individuals to consider, and presented a draft individual pledge listing individual/family actions one is willing to undertake to contribute to a more sustainable community. Ms. Branstrator noted that most of the various climate and carbon pledges she reviewed had a requirement to determine one's personal/family's carbon footprint. However, there did not seem to be a reference to any specific method for determining one's personal carbon footprint. Ms. Branstrator indicated she would continue to research appropriate carbon footprint calculating methodology and/or formulas.

The annual local Tree City USA awards ceremony will be held in Fairfield, Ohio on Thursday, April 20, 2023. Staff invited commissioners to attend, as the ceremony is relatively close this year. Staff set a Friday, March 3rd committal deadline as a check request to cover the registration fee needs to be submitted at that point (payment is due to Fairfield by March 20th).

Staff updated the Commission on the monthly emission monitoring event of the landfill's 23 passive gas vents. February's monitoring was the 29th monthly event; the estimated total carbon dioxide equivalent (CO₂e) was approximately 178 metric tons (MT), which was higher than the estimated monthly average of 151 MT. Over the two years plus of observations, the monthly total estimated CO₂e for the entire landfill continues to be highly variable.

Staff provided a summary of the on-going residential food scraps drop-off program. Through the end of February 2023, (203 weeks since the program's start in April 2019), the total weight of collected food scraps was approximately 151,500 pounds (75.75 tons), averaging 746 pounds per week. For the year 2023, January's collected weight was approximately 5,900 pounds (2.95 tons), averaging 736 pounds per week.

Approval of Adjournment:

Motion: Ms. Raghu

2nd: Ms. Barrett

Vote: Unanimous

Commissioners concluded discussions at 8:25 p.m. The next monthly Environmental Commission meeting is scheduled for 7:00 p.m. on April 5, 2023, in the Municipal Building's first floor conference room.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	3/14/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	Report regarding the March 13, 2023, Oxford Recreation Board Meeting. (Casey Wooddell, Parks and Recreation Director)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 3/13/23

DISCUSSION:

Attendance: Adam Beissel, Craig Bennett, Jake Richardson, Casey Wooddell, Alex French (Council Rep.)

The Oxford Recreation Board (ORB) met on Monday, March 13, 2023 at the Oxford Municipal Building at 11:33am. All board members introduced themselves and their roles both on the board and in the community, as there was a guest present at the meeting. The guest community member was Ms. Tomoko Brown.

Minutes from the February 2023 meeting were approved without comment.

Mr. Wooddell provided the Parks and Recreation Report. This report included information and updates regarding the ADA Playground Enhancement Project, Photography and Videography RFP submissions, a billboard advertisement being posted in June/July 2023 by Oxford Parks and Recreation, Preschool program, Egg Hunt events, new Program Guide for April to September 2023, Field renovation project and TRI Community Center.

Mr. Bennett and Mr. Beissel provided a report from Miami University. This report included information about Miami's upcoming spring break, discussion about a faculty union being formed, and the College@Elm Project.

Mr. Richardson provided updates about Talawanda Athletics, including conference championships for both Boys and Girls Basketball teams, as well as the Academic Challenge team and Swim and Dive team. Mr. Richardson reported that spring sports competitions started this week. Some discussion about the potential Pay-to-Play policies ensued as well as how a City levy could affect a school levy.

No Old Business was presented. New Business included a discussion about adding beer sales to the Freedom Festival event at Oxford Community Park on July 3rd. The Recreation Board was asked to discuss and present any objections or concerns to this idea. None were presented.

The meeting adjourned at 12:30pm. Next meeting is scheduled for April 10, 2023 at 11:30am at Oxford Municipal Building



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to apply for, accept, and enter into an agreement with Ohio Environmental Protection Agency (Water Supply Revolving Loan Account) for design & engineering fees related to a water softening facility. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	\$2,370,000
ACCOUNT CODE:	322.810.67122
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 3/13/2023

DISCUSSION:

The City has incurred costs for the planning and engineering of a water softening system to work in conjunction with the City's water treatment plant. The OEPA offers low cost financing and possible principal forgiveness from their Water Supply Revolving Loan Account (WSRLA). As part of the application process, a Resolution is required showing City Council support for the application as well as declaring a dedicated revenue stream to repay the loan. There is a fee of 1.35% based on the total loan amount payable to OEPA.

The City plans to request \$1,939,100 from the WSRLA program with the possibility of principal forgiveness based on plant design standards for emerging contaminant removal from raw water supplies. Should the City not be awarded principal forgiveness for this application, there is still a possibility for forgiveness for a future construction loan to build the new softening plant. The City has already fully funded, using local dollars, our engineering contract with Strand Associates.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF OXFORD FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Oxford seeks to upgrade its existing water facilities; and

WHEREAS, the City of Oxford intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design, and or construction of the water facilities; and

WHEREAS, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for the application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

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

SECTION 1: Council authorizes the City Manager to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design, and/or construction of water facilities on behalf of the City of Oxford, Ohio.

SECTION 2: That the dedicated source of repayment will be the Water Improvement Fund.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	3/8/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution accepting the bid and authorizing the City Manager to enter into an agreement with Midstates Recreation for the ADA Playground Enhancement Project for a total cost not to exceed \$150,000.00 (Casey Wooddell, Parks and Recreation Director)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique; A Connected, Livable, and Equitable Community for All
BUDGETED AMOUNT:	\$125,000
ACCOUNT CODE:	140.620.61161
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 3/8/2023

DISCUSSION:

The City's 2023 CIP Budget includes \$125,000 to make ADA inclusive renovations and enhancements to the playground at the Oxford Community Park. Oxford Parks and Recreation Department has received grant funding for this project from Ohio Department of Natural Resources in the amount of \$46,206, from the Oxford Community Foundation in the amount of \$15,000 and from the Oxford Rotary Hefner Fund in the amount of \$2,250, for a total of \$63,456 in grant funding.

City staff advertised a request for proposals on January 27 and February 3, 2023 with proposals to be returned no later than 12:00pm on Friday, February 17, 2023. Five proposals were submitted.

Playground Equipment Services - \$147,554.00
Midstates Recreation - \$150,000.00
ForeverLawn Cincinnati - \$157,787.00
Snider Playgrounds - \$181,752.00
GameTime - \$186,856.86

All proposals were scored by three individuals. Scores were based on the following five categories: Total Cost, Approach & Timeline, Experience & Qualifications, Design & Product Selection, and Warranties. The highest average score using these criteria was Midstates Recreation. This resolution will authorize the City Manager to enter into an agreement with Midstates Recreation to complete this project at a cost of \$150,000.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIDSTATES RECREATION FOR THE ADA PLAYGROUND ENHANCEMENT PROJECT FOR A TOTAL COST NOT TO EXCEED \$150,000.

WHEREAS, a request for bids was published in the *Journal News* on January 27th and February 3, 2023. Sealed proposals were opened and read aloud on February 17, 2023, with five firms submitting bids; and

WHEREAS, the City Manager and the Parks and Recreation Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Midstates Recreation for the ADA Playground Enhancement Project for a total cost not to exceed \$150,000.00.

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

SECTION 1: Council finds Midstates Recreation to be the best bidder and accepts the bid of \$150,000.00 for the ADA Playground Enhancement Project.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Midstates Recreation for \$150,000.00 for the ADA Playground Enhancement Project

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



2/15/2023

ADA Inclusive Playground Enhancement Project

6801 Fairfield Rd, Oxford, OH 45056

RE: ADA Inclusive Playground Enhancement Project

Dear Mr. Casey Wooddell,

Please consider this as our formal letter proposal, providing our understanding of the scope of work and our fee for the playground inclusive enhancement project. Thank you for the opportunity to present a design for the revamping of this playground area.

UNDERSTANDING

The purpose of the project is to provide commercial grade playground equipment, including Freight, playground equipment, and turf surfacing for the playground and new area for whirl.

SCOPE OF SERVICES

The scope of services to be provided by Midstates Recreation and associated contractors shall be the following:

Pricing

- Equipment
- Surfacing
- Installation
- Freight

Construction Phase Services

- Installation of Playground Equipment
- Installation of Turf
- Excavation of new area under shade to prepare for equipment and Turf to go in

1279 Hazelton-Etna Rd SW, Pataskala, Ohio 43062 P: 614-855-3790 F: 614-855-1465

**Assumptions**

- Access to water will be provided and there will be easy access to playground space.
- Storage and staging will happen on site – If theft or vandalism is a concern, a POD will be provided by owner.
- Private utilities to be located and marked prior to arrival

Schedule

- Equipment installation to begin when equipment is delivered and should be completed within 5-10 days, weather permitting.
- Turf Surfacing should be completed within 10-15 days, weather permitting.



KEY STAFF IDENTIFICATION

Molly Summerton, Recreation Consultant

Inclusive Design Specialist with over 6 years' experience in the playground industry

Blake Hobson, President

Inclusive Design Specialist President with over twenty-five years of experience in playground conceptualization, design and implementation. Proven track record for assembling strong project teams that exceed customer expectations.

Responsible for design and implementation of over 1000 recreation sites in Indiana, Michigan & Ohio with projects costs in excess of \$25,000,000.00.

Taylor Jasiewicz, Construction Manager

CPSI Certified

Over 14 years experience in commercial playground installation.

Supervision of an estimated 25-30 volunteers on approximately 100 different community volunteer builds.



PROPOSAL

Midstates Recreation proposes to perform the aforementioned scope of services for a Lump Sum Fee based on the design packages below. Please note that this is an initial design, changes based on design layout and budget can be modified as desired.

Design –

Project Total Includes Full turn-key installation of new playground equipment (Spin Station, music instruments, panels) new turf surfacing in spin station area and capping existing surfacing with playground turf.	\$150,000.00
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Should you have any questions or comments, please do not hesitate to contact Molly Summerton at (203) 804-5423. Please understand that these ideas and drawings are all conceptual and can be changed at the owners discretion.

Sincerely,

Molly Summerton

*Recreation Consultant
Midstates Recreation*

Equipment Highlights

Concerto Vibes- Send out good vibrations with the Concerto Vibes. Fourteen colorful chime bars are tuned on the traditional seven-note scale, creating accurate musical tones and enabling you to perform real songs. When struck with the attached rubber mallets, the Vibes give off a full, sustained note. An angled design allows all children to join in on the music making.



Medium Cabasa- Shake, rattle, and roll! A cross between maracas and traditional cabasas, this musical product makes a metallic rattling sound when spun and changes as you move the drum back and forth. Medium Cabasa produces a mid-range frequency and tempo when compared with other Concerto cabasas. It is angled forward to enable people of all abilities to engage in the rhythm.



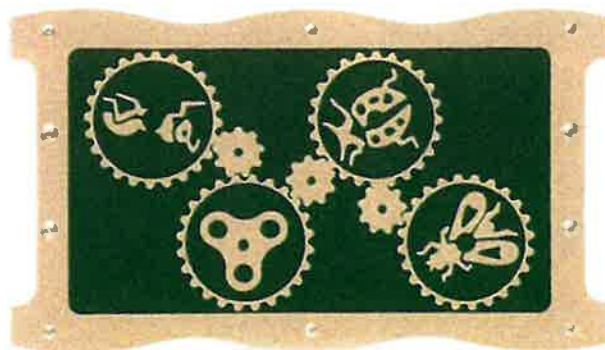
Two Congas- Set the rhythm in motion with this pair of Concerto Congas! Just like real congas, the sound will vary depending on where you strike the drum head and have little reverberation. Because they are different diameters and lengths, they will each have a different tone. The smallest blue drum has a dryer, crisper sound, while the larger yellow drum has a slightly warmer, fuller sound. Both are set at an angle that lets people of all abilities keep the beat.



Scavenger Hunt Panel – Children will go on a 'Scavenger Hunt' to find icons (shown on panel), which are attached to posts throughout the playground. Also available to attach to single post.



Bugs Panel – Interconnected gears rotate when handle is turned. Promotes gross and fine motor skills, and hand/eye coordination.



SPIN STATION

With U-DRIVE Technology!



\$13,900.00 Retail

FEATURES + BENEFITS

SPIN YOURSELF

Experience true independence on the playground with U-DRIVE Technology! The Spin Station is **user-powered** and responds to the driver's wheel being rotated.

MULTIGENERATIONAL

Brings together adults and children to experience play together.

INCLUSIVE

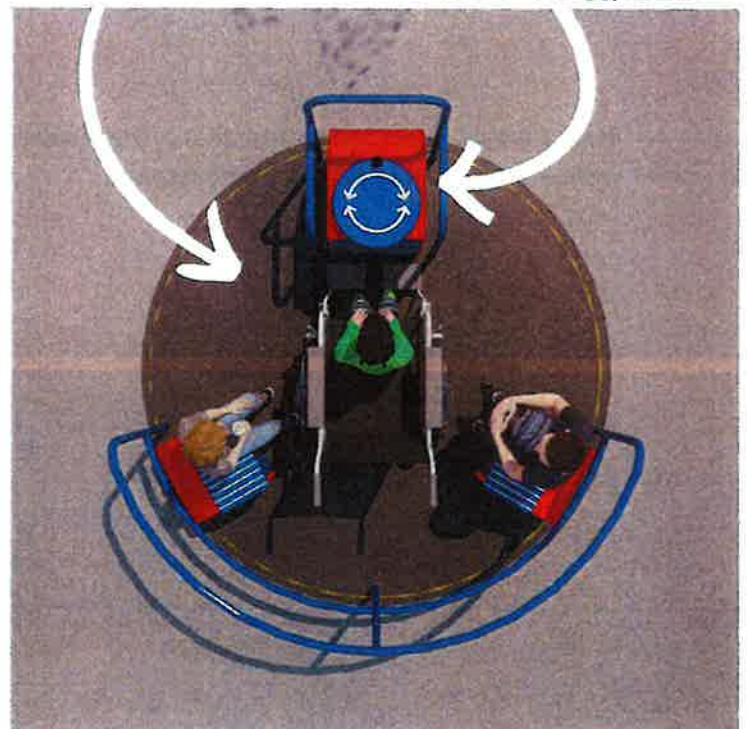
Allows for users with mobility devices to play without ever transferring out of their device.

AGES 2-12

Spinning fun for all ages with two seats for caregivers, parents, or friends.

**8' DIAMETER
PLATFORM**

**SELF-PROPELLING -
SPIN THE WHEEL!**



Product Dimensions: 8' 10"
Price excludes freight

614-855-3790
www.midstatesrecreation.com
info@midstatesrecreation.com





Oxford Park
Inclusive Enhancements



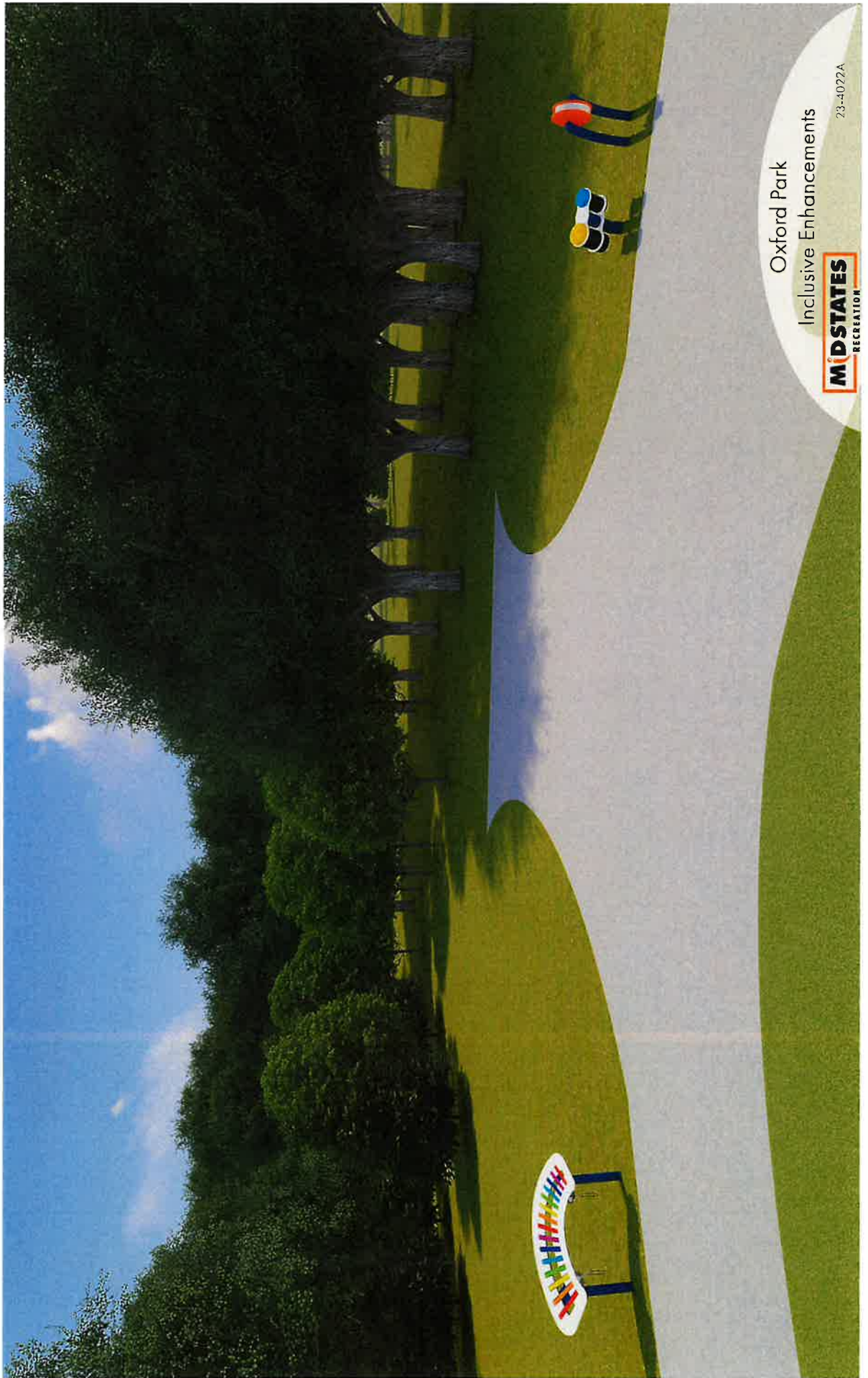
23-4022A



Oxford Park
Inclusive Enhancements

M D STATES
RECREATION

23-4022A





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	3/8/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to accept a grant from the Oxford Community Foundation in an amount not to exceed \$15,000.00 for the ADA Playground Enhancement Project. (Casey Wooddell, Parks and Recreation Director)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique; A Connected, Livable, and Equitable Community for All
BUDGETED AMOUNT:	125,000
ACCOUNT CODE:	140.620.61161
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 3/8/2023

DISCUSSION:

Oxford Parks and Recreation Dept. (OPRD) applied for a \$25,000 grant to the Oxford Community Foundation in December 2022. OPRD was notified in January 2023 that Oxford Community Foundation would be awarding OPRD with a grant in the amount of \$15,000 for this project.

This grant will help fund the ADA Playground Enhancement Project at the Oxford Community Park scheduled for completion in Summer/Fall 2023. Other sources of funding for this project include a grant from Ohio Department of Natural Resources in the amount of \$46,206 and a grant from Oxford Rotary Hefner Fund in the amount of \$2,250. The City CIP Budget for 2023 has \$125,000 for this project. Total project cost is estimated to be \$150,000.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM THE OXFORD COMMUNITY FOUNDATION IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR THE ADA PLAYGROUND ENHANCEMENT PROJECT.

WHEREAS, the Oxford Parks and Recreation Department (OPRD) applied for a \$25,000.00 grant to the Oxford Community Foundation in December 2022; and

WHEREAS, OPRD was notified in January 2023 that the Oxford Community Foundation would be awarding OPRD with a grant in the amount of \$15,000.00 for this project; and

WHEREAS, this grant will help fund the ADA Playground Enhancement Project at the Oxford Community Park, scheduled for completion in 2023; and

WHEREAS, other funding sources include; the Ohio Department of Natural Resources in the amount of \$46,206.00 and the Oxford Rotary Hefner Fund in the amount of \$2,250.00; and

WHEREAS, the City Manager and the Parks and Recreation Director recommend the City Manager be authorized to accept a grant from the Oxford Community Foundation in an amount of \$15,000.00 for the ADA Playground Enhancement Project.

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

SECTION 1: Council supports accepting grant funds for the ADA Playground Enhancement Project.

SECTION 2: Council hereby accepts the recommendation of the City Manager and the Parks and Recreation Director and further authorizes the City Manager to accept the grant from the Oxford Community Foundation for the ADA Playground Enhancement Project.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joseph Newlin
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to enter into an agreement with BS&A Software to upgrade all current .net modules to Cloud Modules and add Payroll and HR Modules for an amount not to exceed \$208,900 (Joe Newlin, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	Various
RECOMMENDATION:	Pass
CITY MANAGER/DEPT HEAD APPROVAL:	<i>JN 3-13-2023</i>

DISCUSSION:

After a thorough search, the City switched to BS&A Software in 2014 for its .net financial software. At that time, the cost to implement BS&A was approximately \$144,035. In 2019, Community Development implemented their BS&A .net module for \$27,530. The new cloud-based software implementation cost is \$208,900. The lead time to get on the implementation schedule is 12+ months. This upgrade will improve efficiency for users, especially for payroll processing, which has been an issue for the past year. Due to this new technology implementation, the annual support cost will increase but should be negated through improved efficiencies.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BS&A SOFTWARE TO UPGRADE ALL CURRENT .NET MODULES TO CLOUD MODULES AND ADD PAYROLL AND HR MODULES FOR AN AMOUNT NOT TO EXCEED \$208,900.00.

WHEREAS, the City implemented BS&A Software in 2014 for its .net financial software at a cost of \$144,035.00; and

WHEREAS, Community Development implemented their BS&A .net module in 2019 at a cost of \$27,530.00; and

WHEREAS, this upgrade will improve efficiency for users, especially for payroll processing. The new cloud-based software implementation cost is \$208,900.00; and

WHEREAS, the City Manager and the Finance Director recommend Council authorize the City Manager to enter into an agreement with BS&A Software to continue their current services in addition to the cloud modules and payroll and HR modules for an amount not to exceed \$208,900.00.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and further authorizes the City Manager to enter into an agreement with BS&A Software to continue their current services in addition to the cloud modules and payroll and HR modules for an amount not to exceed \$208,900.00.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

Proposal for:
City of Oxford, Butler County OH

March 6, 2023

Quoted by: Keegan Nixon

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Upgrade - Cloud Modules

Financial Management

General Ledger	\$6,525
Accounts Payable	\$5,555
Cash Receipting	\$5,555
Accounts Receivables	\$5,555
Purchase Order	\$5,555
Utility Billing (approximately 4,950 utility accounts)	\$4,455

Community Development

Building Department	\$8,560
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BS&A Online

Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).	\$0
Public Records Search + Online Bill Pay With use of integrated Credit Card Processor	\$0

Subtotal **\$41,760**

New Purchase - Cloud Modules

Personnel Management

Payroll	\$7,730
Human Resources	\$5,625

Subtotal **\$13,355**



Data Conversions/Database Setup

Convert existing Paylocity data to BS&A format:

Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	\$14,980
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	\$3,300
Subtotal	\$18,280

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$34,100

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	12	\$13,200
Financial Management Modules	Days:	18	\$19,800
Personnel Management Modules	Days:	18	\$19,800
Community Development Modules	Days:	12	\$13,200
Total:		60	Subtotal \$66,000



Cost Totals

Not including Annual Service Fees

Modules – Upgrade	\$41,760
Modules – New Purchase	\$13,355
Data Conversion/Database Setup	\$18,280
Project Management and Implementation Planning	\$34,100
Implementation and Training	\$66,000

Total Proposed	\$173,495
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<i>Travel Expenses</i>	<i>\$25,705</i>
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<i>Hosting Fees</i>	<i>\$9,700</i>
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Payment Schedule

1st Payment: **\$52,380** to be invoiced upon execution of this agreement.

2nd Payment: **\$64,815** to be invoiced at activation of customer's site.

3rd Payment: **\$91,705** to be invoiced upon completion of training.



Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Financial Management	
General Ledger	\$6,525
Accounts Payable	\$5,555
Cash Receipting	\$5,555
Accounts Receivables	\$5,555
Purchase Order	\$5,555
Utility Billing	\$4,455
Personnel Management	
Payroll	\$8,970
Human Resources	\$6,525
Community Development	
Building Department	\$8,560
BS&A Online	
Community Development	\$5,135
Public Records Search	\$2,733
Total Annual Service Fees	\$65,123

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$9,700



Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost.

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Processing Requirements

Acceptance of online payments requires a contract with one of BS&A's approved Online Credit Card Processing companies. Please visit <https://www.bsasoftware.com/solutions/bsaonline/public-records-search/> for information.





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joseph Newlin
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to enter into an agreement with Andrews Technology HMS, Inc. for Web-Based Time & Attendance System (Joe Newlin, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	Various
RECOMMENDATION:	Pass
CITY MANAGER/DEPT HEAD APPROVAL:	JN 3-13-2023

DISCUSSION:

With the implementation of the Cloud-based BS&A upgrade, it is necessary to implement a new web-based Time & Attendance System. Andrews Technology works well with BS&A software and is used by many BS&A subscribers. This software will work with our current hardware for employees clocking in and out for the day, as well as the current ability to use mobile phones as many employees do currently. Interoperability is a key component to a successful implementation of BS&A.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ANDREWS TECHNOLOGY HMS, INC. FOR A WEB-BASED TIME & ATTENDANCE SYSTEM.

WHEREAS, With the implementation of the Cloud-based BS&A upgrade, it is necessary to implement a new web-based Time & Attendance System; and

WHEREAS, Andrews Technology works well with BS&A software and is used by many BS&A subscribers; and

WHEREAS, This software will work with our current hardware for employees clocking in and out for the day, as well as the current ability to use mobile phones as many employees do currently; and

WHEREAS, the City Manager and the Finance Director recommend Council authorize the City Manager to enter into an agreement with Andrews Technology HMS, Inc. for a web-based time & attendance system.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and further authorizes the City Manager to enter into an agreement with Andrews Technology HMS, Inc. for a web-based time & attendance system.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



VENDOR HOSTED ORDER FORM

Invoice To:	City of Oxford	Hosted By:	Vendor	
Ship To:	TBD	Terms:	5 Year Term	
Account Executive:	Jamie Blundell		100% Upon Execution	

Qty	Description	Item	Monthly
UKG Web-Based Time & Attendance System			
250	UKG Web-Based Time & Attendance Software	\$3.00	\$750
250	Employee Web Services (PC Entry, Mobile Applications)	Included	Included
30	Supervisor Module: Approval/Reporting/Review/Modification	\$5.00	\$150
1	Paylocity Payroll Interface (Guaranteed Interface)	Included	Included
1	BS&A Payroll Interface (Guaranteed Interface)	Included	Included
1	Electronic In-Out Board	Included	Included
1	Labor Tracking (Activity Based Reporting - 8 Levels)	Included	Included
1	Standard Supply & Demand Scheduling Module	Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)	Included	Included
1	Borrowing Manager	Included	Included
1	Schedule Lockout Module	Included	Included
1	Advanced Scheduling Module (up to 200 employees)	\$700	Optional
1	Report Generator (Up to 50 Gig/month)	\$200	Optional
1	Document Storage (Per 50GB/month of Upload/Download and Storage)	\$250	Optional
250	Single Sign On Module	\$0.50	\$125
250	Leave of Absence Module (FMLA Case Tracking)	\$1.50	Optional
250	Facial Recognition/Thermal Reading Module	\$1.50	Optional
1	iPad Station Fee (Client must provide iPads)	\$50	Optional
Monthly Total			\$1,025.00
EA	12 Month Vendor Hosting Total		\$12,300
EA	Synel Synergy Biometric Terminal	\$1,990	Optional
EA	InTouch 9100 Biometric Terminal	\$2,590	Optional
	InTouch DX Biometric Terminal	\$2,890	Optional
	Implementation		\$6,250
	Annual Software & Hardware Maintenance	\$3945/yr	\$3,945
	Sales Tax		TBD
12 Month System Total			\$22,495
One Time Implementation Fees			
	Initial Planning Session	Included	
	Rules Questionnaire Assistance	Included	
	Install UKG Web-Based Software	Included	
	Install Payroll Rules and Employee File	Included	
	Unlimited Administrative/Supervisor Training	Included	
	Program Hardware	Included	
	Install Hardware	Customer	
	System Test/Go Live	Included	
Total One Time Fees		\$	6,250

Customer Authorization

Title

Date

Andrews Technology HMS, Inc.

Title

Date



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	3/14/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	A Resolution authorizing the City Manager to enter into a three-year agreement with NeoGov for Human Resources Management for a total contract amount of \$62,072.00. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	Year 1: \$17,120 Year 2: \$18,074 Year 3: \$26,878
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:

In 2022, the City of Oxford contracted with Paylocity as a Human Resources and Payroll software solution. Our goal was to allow online applications and online completion of hiring forms to save staff time and minimize errors in data entry. While we conducted a thorough search and reference review before selecting Paylocity, the implementation has not met the City's expectations.

For that reason, the City will be transferring away from Paylocity and has chosen to return to BS&A, our previous payroll provider, and we will migrate to their cloud-based version. In speaking with BS&A about complimentary HR modules, they informed us that their preferred vendor partner for HR applications and onboarding is NeoGov.

We conducted an assessment of NeoGov and found that they are a local government-focused HR solution. One of the key challenges of Paylocity was its inexperience in working with the public sector and the unique needs for HR and payroll. The fact that NeoGov is solely focused on the public sector is a valuable asset for our organization.

Their tool integrates with BS&A and allows for online job postings, online applications, and online

onboarding for new hires. This data is then transferred to the BS&A payroll module.

Several references confirmed they are pleased with the NeoGov product, ongoing service support, and integration into other payroll software systems.

The proposed contract is attached.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH NEOGOV FOR HUMAN RESOURCES MANAGEMENT FOR A TOTAL CONTRACT AMOUNT OF \$62,072.00

WHEREAS, hiring and onboarding is an essential service of the City of Oxford Human Resources Department; and

WHEREAS, the City aims to improve efficiencies and modernization to allow for online recruiting and applications; and

WHEREAS, NeoGov is a preferred partner vendor of BS&A; and

WHEREAS, NeoGov allows for integration between its Human Resources platform and the BS&A payroll module; and

WHEREAS, the City Manager recommends Council authorize the City Manager to enter into a three-year agreement with NeoGov for Human Resources Management for a total contract amount of \$62,072.00.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to enter into a three-year agreement with NeoGov for Human Resources Management for a total contract amount of \$62,072.00.

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

MAYOR

ADOPTED:

ATTEST:

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



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Michael Spears

Oxford, City of (OH)
101 E High St
Oxford, OH 45056-1819
USA

Quote Valid From: 3/2/2023
Quote Valid To: 4/1/2023

Quote Number: Q-09568
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 160
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Insight Subscription			\$3,095.20
Onboard Subscription			\$2,708.40
Attract Subscription			\$0.00
Governmentjobs.com Subscription			\$2,001.00
New Hire Export (IN) Subscription			\$540.40
Year 1 TOTAL:			\$8,345.00

Year 2

Service Description	Start Date	End Date	Term Price
Insight Subscription			\$5,416.60
Onboard Subscription			\$4,739.70
Attract Subscription			\$5,571.36
Governmentjobs.com Subscription			\$1,400.70

Service Description	Start Date	End Date	Term Price
New Hire Export (IN) Subscription			\$945.70
Year 2 TOTAL:			\$18,074.06

Year 3

Service Description	Start Date	End Date	Term Price
Insight Subscription			\$8,124.90
Onboard Subscription			\$7,109.55
Attract Subscription			\$8,124.90
Governmentjobs.com Subscription			\$2,101.05
New Hire Export (IN) Subscription			\$1,418.55
Year 3 TOTAL:			\$26,878.95

Year 1

Service Description	Start Date	End Date	Term Price
Insight Setup			\$2,700.00
Onboard Setup			\$1,800.00
Attract Setup			\$2,700.00
New Hire Export (IN) Setup			\$1,575.00
Year 1 TOTAL:			\$8,775.00

ORDER TOTAL: **\$62,073.01**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

"Oxford, City of (OH)"

Signature:

Print Name:

Date:



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	An Ordinance authorizing the City Manager to enter into an easement agreement as set forth in Exhibit A attached hereto with Miami University and granting said easement as set forth on exhibits B and C attached hereto to allow access to the planned Regional Transit Authority multi-modal facility. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	Not applicable
ACCOUNT CODE:	Not applicable
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 3/13/23

DISCUSSION:

The Butler County Rapid Transit Authority is constructing, on Miami University owned lands, a multi-modal facility off of South Main Street just south of Chestnut Street in the city of Oxford. This segment of S. Main St. was recently constructed to be in alignment with S. Main St. at the northern leg with Chestnut St. and included signalization of the intersection in anticipation of this facility.

The City owns this segment of S. Main St. and will need to allow an access easement so that users may travel to the new BCRTA facility. The attached drawing depicts the easement (hatched area).

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO WITH MIAMI UNIVERSITY AND GRANTING SAID EASEMENT AS SET FORTH ON EXHIBITS “B” AND “C” ATTACHED HERETO TO ALLOW ACCESS TO THE PLANNED REGIONAL TRANSIT AUTHORITY MULTI-MODAL FACILITY.

WHEREAS, the Butler County Regional Transit Authority (BCRTA) is constructing on Miami University owned lands a multi-modal facility off of South Main Street and south of Chestnut Street; and

WHEREAS, the City owns the segment on South Main Street and will need to allow an access easement for users traveling to the new BCRTA facility; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an easement agreement with Miami University and grant said easement as set forth in Exhibit “A” attached hereto and grant said easement as set forth on Exhibits “B” and “C” attached hereto for the purpose of allowing access to the planned multi-modal facility.

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

SECTION 1: City Council accepts the recommendation of the City Manager and the Service Director and hereby authorizes the City Manager to enter into an easement agreement with Miami University and grant said easement as set forth in Exhibit “A” attached hereto and further grants said easement as set forth on Exhibits “B” and “C” attached hereto for the purpose of allowing access to the planned multi-modal facility.

SECTION 2: 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)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”), made as of this ____ day of _____, 2023 (the “**Effective Date**”), by and between **the City of Oxford, Ohio (fka The Village of Oxford)**, an Ohio municipal corporation having a principal place of business at _____, Oxford, Ohio 45056 (“**Oxford**”), and **Miami University**, a public institution of higher education established and existing under the laws of the State of Ohio having a principal place of business at 501 E. High Street, Oxford, Ohio 45056 (“**Miami**”),

W I T N E S S E T H:

WHEREAS, Oxford is the owner of a certain parcel of land situate at _____, Oxford, OH 45056, identified in the Butler County Auditor’s Office (the “**Auditor’s Office**”) as Tax Parcel Number _____ as more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Oxford Parcel**”);

WHEREAS, Miami is the owner of certain parcels of land situate at _____, Oxford, OH 45056, identified in the Auditor’s Office as Tax Parcel Numbers TPN: _____ (“**Parcel 1**”), _____ (“**Parcel 2**”), and _____ (“**Parcel 3**”), Parcel 1, 2 and 3 all as more particularly described on Exhibit “B” attached hereto and made a part hereof and collectively referred to herein as the “**Miami Parcels**”;

WHEREAS, Miami, in conjunction with, by, and through **Butler County Regional Transit Authority**, an Ohio regional transit authority having a principal place of business at 3045 Moser Court, Hamilton, Butler County, Ohio 45011 (“**BCRTA**”) desires to bolster the public transit infrastructure and amenities in Butler County, Ohio, by constructing a multimodal transportation facility, which is designed to support regional job-seekers and education-seekers, transit-dependent families, local residents and visitors, and which will be called The Chestnut Street Shared Services Facility and Multimodal Station;

WHEREAS, in furtherance of the construction of the multimodal transportation facility the parties desire to create certain rights and privileges and impose certain covenants, restrictions and conditions upon the Oxford Parcel and Miami Parcels.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound hereby, Oxford and Miami hereby agree as follows:

1. Incorporation. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference as though fully set forth.

2. Definitions. In addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

“**Easements**” shall mean, collectively, the Access Easement and the Construction Easement.

“**Easement Areas**” shall mean the Access Easement Area and the Construction Easement Area.

“**Owner**” shall mean the then record holder of fee simple title to any portion of a Parcel.

“**Parcel**” shall mean the Oxford Parcel and/or any of the Miami Parcels.

“**Party**” shall mean any Owner of any portion of a Parcel and their respective successors and assign, who become owners in fee of any portion of a Parcel; the “**Parties**” shall mean all such Owners.

“**Permittees**” shall mean each respective Owner’s employees, agents, contractors, customers, tenants, subtenants, invitees and licensees in connection with the Owner’s ownership of the Miami Parcels and/or the Oxford Parcel, as applicable.

“**Person**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or governmental authority.

3. Access Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as Owner of the Oxford Parcel, hereby declares, establishes, creates and grants in favor of the Owner of the Miami Parcels a perpetual non-exclusive easement and right-of-way (the “**Access Easement**”), subject to all matters of record, for the benefit of the Miami Parcels over and across the Access Easement Area (as hereinafter defined) for vehicular and pedestrian (but not for parking purposes) ingress and egress to and from the Miami Parcels to Chestnut Street. The Access Easement shall be for the non-exclusive benefit of the Owner of the Miami Parcels, and its respective Permittees, and shall be used in common with the Owner of the Oxford Parcel and its respective Permittees. As between Oxford and Miami, Miami shall maintain, or cause to be maintained, the Access Easement Area in accordance with all laws and in good and safe condition. The Access Easement shall run with the land and inure to the benefit any successor Owner of the Miami Parcels.

(b) The “**Access Easement Area**” as used in this Agreement shall mean those portions of the Oxford Parcel that are intended to be used from time to time for a driveway, driving area or access area for the passage and accommodation of pedestrians and vehicles, but not for

parking purposes and that are reasonably necessary to access the Miami Parcels to and from Chestnut Street.

(c) Miami shall not cause or permit any disruption, obstruction or damage at or on the Oxford Parcel, nor shall Miami cause or permit any loitering, nuisance or debris to accumulate at or on the Oxford Parcel, including, without limitation, in or on the Access Easement Area. The Owner of the Oxford Parcel may modify, change, reconfigure or reduce the Access Easement Area in its sole and absolute discretion so long as doing so does not eliminate the access (without alternative access being provided) to the Miami Parcels for vehicular and pedestrian ingress and egress to and from Chestnut.

4. Construction Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as the Owner of the Oxford Parcel, hereby declares, establishes, creates and grants in favor of Miami, as the Owner of Parcel 1, subject to all matters of record, a temporary, exclusive easement and right for the benefit of Parcel 1 over and across the Construction Easement Area (as hereinafter defined) for Miami's use to aid in the construction, installation, maintenance, use, repair, replacement and/or removal of transit station facilities on Parcel 1, Parcel 2, and Parcel 3 (the "**Construction Easement**"). Miami, as the Owner of Parcel 1, and its respective Permittees, shall use the Construction Easement Area for purposes in aid of the construction on Parcel 1, Parcel 2, and Parcel 3 of a transit station facility only in accordance with this Agreement and for no other purpose. The Construction Easement shall run with the Land and shall inure to the benefit of any successor Owner of Parcel 1.

(b) The "**Construction Easement Area**" shall mean that area located on the Oxford Parcel as depicted and crosshatched on Exhibit " " attached hereto and made a part hereof. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcel or (ii) the Construction Easement Area for any other purpose.

5. Maintenance of Access Easement Area. As between Oxford and Miami, Miami shall maintain the Access Easement Area in good condition and repair.

Notwithstanding anything herein to the contrary, all costs and expenses incurred for maintenance, repairs or replacements of the Access Easement Area necessitated by the negligent acts or omissions of an Owner of the Oxford Parcel (or any portion thereof), or its Permittees, shall be borne solely by such Owner of the Oxford Parcel (or any portion thereof), respectively.

6. Maintenance; Indemnification of Construction Easement Area. As between the Owner of the Miami Parcels and The Owner of the Oxford Parcel, the Owner of the Miami Parcels shall maintain the Construction Easement Area in accordance with all applicable laws and in good condition and repair.

Notwithstanding anything herein to the contrary, the Owner of the Miami Parcels and its Permittees shall at all times use the Access Easement Area and Construction Easement Area in a reasonable manner and shall not cause unreasonable wear or tear or damage to the Access Easement Area or the Construction Easement Area. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcel; or (ii) the Access Easement Area for any other purpose.

7. Right to Modify or Assign. This Agreement may be terminated, extended, modified or amended only by written agreement signed by the Owners and recorded in the Butler County, Ohio, Recorder's Office.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public, or for any public use or purpose whatsoever.

9. No Transfer. The Owner of the Miami Parcels cannot extend any rights or benefits created under this Agreement to any real property other than the Miami Parcels. The easements and rights granted hereunder shall be used only in connection with the business(es) operating at or on the Miami Parcels.

10. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective operations, businesses, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

11. Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

12. Release of Liability Following Transfer of Title. The transferee in any sale, transfer or other conveyance of a Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such Party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other Party hereto to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption. In addition, if any Party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/subleaseback transaction, and such Party or any affiliate retains or acquires a possessory interest by way of lease or otherwise on the Parcel(s) or portion thereof so transferred, then so long as such Party has such possessory interest, the owner of fee simple title to the Parcel(s) of such Party or portion thereof in the case of a sale/leaseback financing transaction, or the lessee/sublessor in the case of a lease/subleaseback transaction, as the case may be, shall not be primarily liable for the obligations of such Party, it being agreed that such Party shall remain primarily liable for the performance thereof and that performance by such Party of such obligation shall be deemed a performance by such owner, lessee or holder, as the

case may be, and shall be acceptable to the other Party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

13. Term.

(a) With respect to the Access Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until _____. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

(b) With respect to the Construction Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until _____. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

14. Mortgages. This Agreement shall not restrict a Party's right to assign or convey its interest in its Parcel or in this Agreement to a mortgagee as additional security or collateral security. However, any and all mortgages granted to a mortgagee on any Parcel shall be subordinate and subject to this Agreement and any person foreclosing any such mortgage or acquiring title to the premises affected thereby shall acquire title subject to all of the terms of this Agreement.

15. Miscellaneous. All references in this Agreement to the single number and neuter gender shall be deemed to mean and include the plural number all genders, and vice versa, unless the context shall otherwise require. The headings contained herein are for convenience only and shall not affect the interpretation of this Agreement. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESS:

OXFORD:

CITY OF OXFORD, an Ohio

By: _____

Name: _____

Title: _____

WITNESS:

MIAMI:

MIAMI UNIVERSITY, an Ohio

By: _____

Name: _____

Title: _____

[Signature Page to Easement Agreement]

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

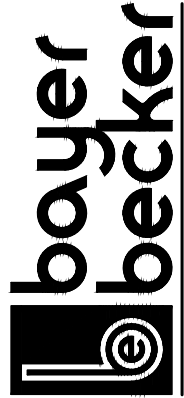
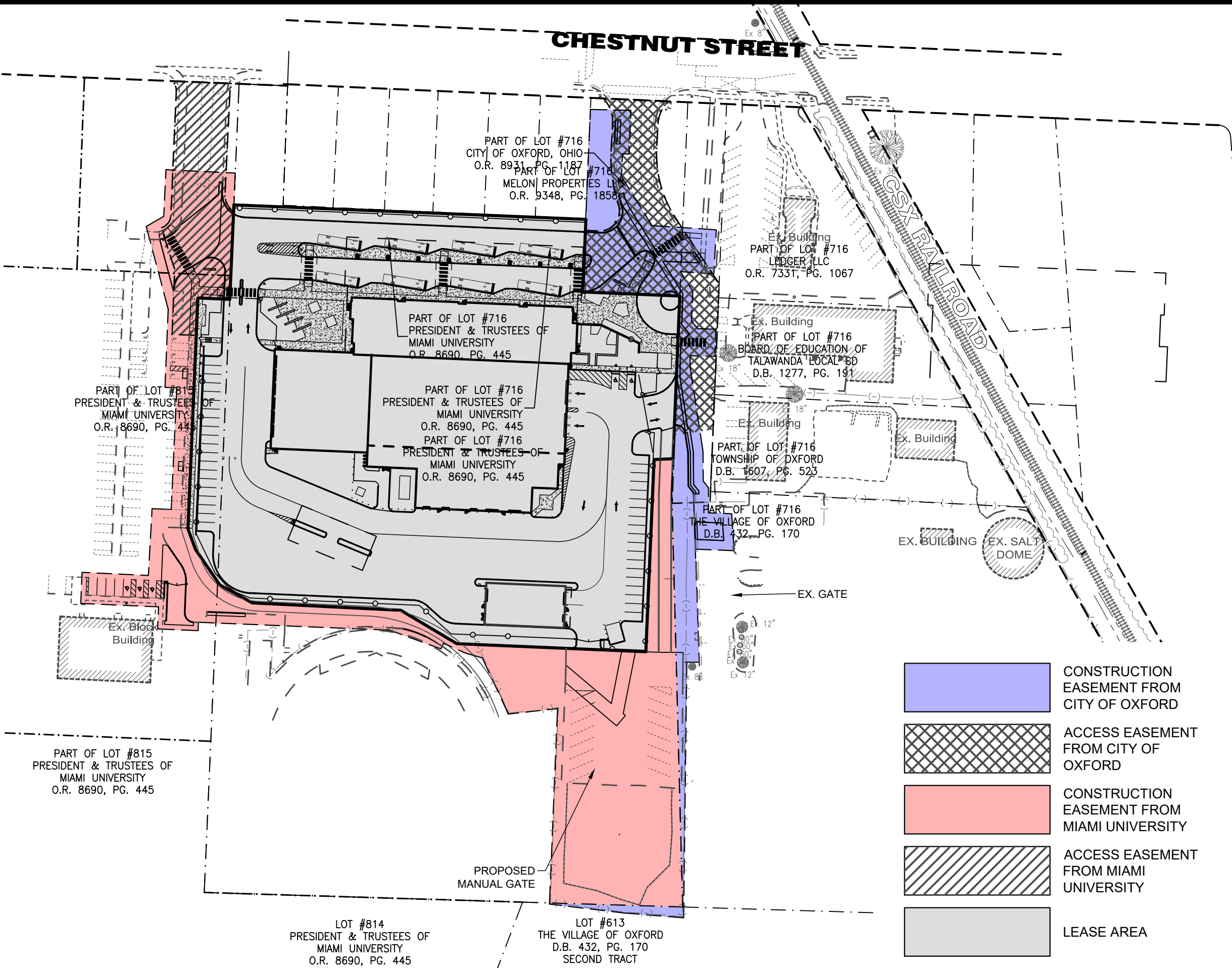
[LEGAL DESCRIPTION TO BE CONFIRMED]

EXHIBIT “A”

OXFORD PARCEL

EXHIBIT “B”
MIAMI PARCELS

4858-3516-3177.3



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

BCRTA STATION

CHESTNUT STREET

OXFORD, OHIO

EXHIBIT

Drawing:	
Scale:	1" = 100'
Drawn by:	
Checked By:	
Issue Date:	1-31-2023

Date: March 1, 2023

Description: Access Easement
Part of Lot #716
City of Oxford, Ohio

Location: City of Oxford
Butler County, Ohio



Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being an Access Easement in part of Lot #716 of said City of Oxford and being part of the City of Oxford, Ohio as recorded in Official Record 8931, Page 1187 and in part of Lot #716 and being part of The Village of Oxford as recorded in Deed Book 432, Page 170 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at the northeast corner of Lot #3688 of said City of Oxford as recorded in Official Record 7980, Page 2396 and being on the south right of way of Chestnut Street; thence, with the south right of way of said Chestnut Street, South 87° 39' 04" East, 65.21 feet to the **True Point of Beginning**;

thence, continuing with the south right of way of said Chestnut Street, South 87° 39' 04" East, 67.12 feet;

thence, departing the south right of way of said Chestnut Street and through said parts of Lot #716 for the following four courses:

- 1) with a curve to the left, having a central angle of 46° 02' 11", a radius of 32.50 feet, an arc length of 26.11 feet, and a chord bearing and distance of South 25° 59' 39" West, 25.42 feet;
- 2) South 02° 58' 34" West, 25.40 feet;
- 3) with a curve to the left, having a central angle of 36° 32' 59", a radius of 120.00 feet, an arc length of 76.55 feet, and a chord bearing and distance of South 15° 17' 56" East, 75.26 feet;
- 4) South 33° 34' 26" East, 80.54 feet to the west line of part of Lot #716 and being part of Ledger LLC as recorded in Official Record 7331, Page 1067;

thence, with the west line extended of said part of Lot #716 of said Ledger LLC, South 02° 22' 35" West, 149.84 feet to the west line of part of Lot #716 and being part of Township of Oxford as recorded in Deed Book 1607, Page 523;

thence, through said part of Lot #716 of said Village of Oxford, South 81° 21' 38" West, 40.75 feet to the east line of part of Lot #716 and being part of President & Trustees of Miami University as recorded in Official Record 8690, Page 445;

thence, with the east line of said part of Lot #716 of said President & Trustees of Miami for the following three courses:

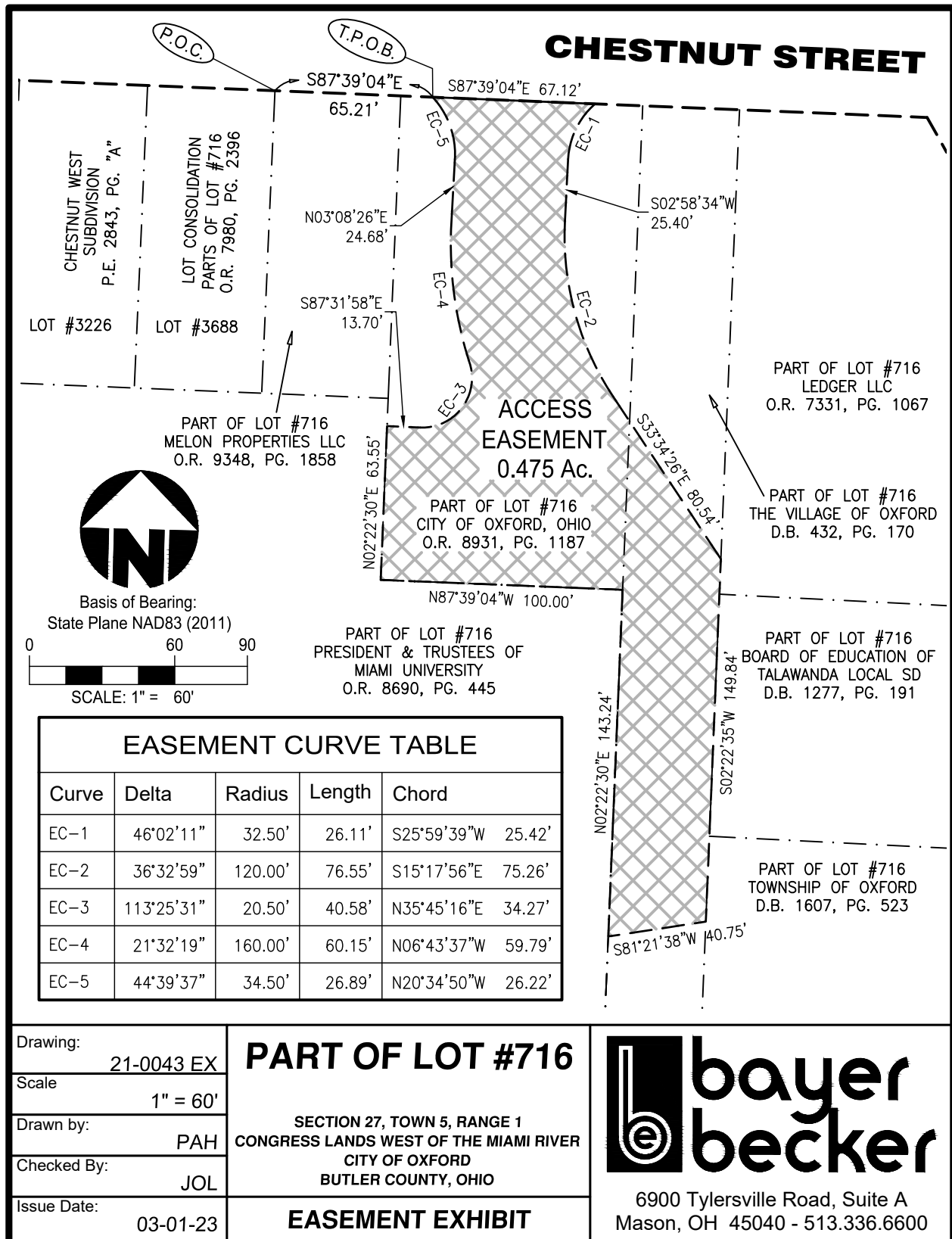
- 1) North 02° 22' 30" East, 143.24 feet;
- 2) North 87° 39' 04" West, 100.00 feet;
- 3) North 02° 22' 30" East, 63.55 feet;

thence, departing the line of said part of Lot #716 of said President & Trustees of Miami University and through said part of Lot #716 of said City of Oxford, Ohio for the following five courses:

- 1) South 87° 31' 58" East, 13.70 feet;
- 2) with a curve to the left, having a central angle of 113° 25' 31", a radius of 20.50 feet, an arc length of 40.58 feet, and a chord bearing and distance of North 35° 45' 16" East, 34.27 feet;

- 3) with a curve to the right, having a central angle of $21^{\circ} 32' 19''$, a radius of 160.00 feet, an arc length of 60.15 feet, and a chord bearing and distance of North $06^{\circ} 43' 37''$ West, 59.79 feet;
- 4) North $03^{\circ} 08' 26''$ East, 24.68 feet;
- 5) with a curve to the left, having a central angle of $44^{\circ} 39' 37''$, a radius of 34.50 feet, an arc length of 26.89 feet, and a chord bearing and distance of North $20^{\circ} 34' 50''$ West, 26.22 feet to the **True Point of Beginning**, containing 0.475 acres of land, more or less.

The above description was prepared from an easement exhibit prepared by Bayer Becker, Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio, March 1, 2023.





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	An Ordinance authorizing the City Manager to enter into an easement agreement as set forth in Exhibit A attached hereto with Miami University and granting said easement as set forth on exhibits B and C attached hereto for the construction of a planned regional transit authority multi-modal facility. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	Not applicable
ACCOUNT CODE:	Not applicable
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 3/13/23

DISCUSSION:

The Butler County Rapid Transit Authority is constructing, on Miami University owned lands, a multi-modal facility off of South Main Street just south of Chestnut Street in the city of Oxford. This segment of S. Main St. was recently constructed to be in alignment with S. Main St. at the northern leg with Chestnut St. and included signalization of the intersection in anticipation of this facility.

The City owns this segment of S. Main St. and will need to allow an access easement so that users may travel to the new BCRTA facility. The attached drawing depicts the easement (hatched area).

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO WITH MIAMI UNIVERSITY AND GRANTING SAID EASEMENT AS SET FORTH ON EXHIBITS “B” AND “C” ATTACHED HERETO FOR THE CONSTRUCTION OF A PLANNED REGIONAL TRANSIT AUTHORITY MULTI-MODAL FACILITY.

WHEREAS, the Butler County Regional Transit Authority (BCRTA) is constructing on Miami University owned lands a multi-modal facility off of South Main Street and south of Chestnut Street; and

WHEREAS, the City owns the segment on South Main Street and will need to allow a construction easement to accommodate the construction of the new BCRTA facility; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an easement agreement with Miami University and grant said easement as set forth in Exhibit “A” attached hereto and grant said easement as set forth on Exhibits “B” and “C” attached hereto for the construction of a planned multi-modal facility.

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

SECTION 1: City Council accepts the recommendation of the City Manager and the Service Director and hereby authorizes the City Manager to enter into an easement agreement with Miami University and grant said easement as set forth in Exhibit “A” attached hereto and further grants said easement as set forth on Exhibits “B” and “C” attached hereto for the construction of a planned multi-modal facility.

SECTION 2: 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)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”), made as of this ____ day of _____, 2023 (the “**Effective Date**”), by and between **the City of Oxford, Ohio (fka The Village of Oxford)**, an Ohio municipal corporation having a principal place of business at _____, Oxford, Ohio 45056 (“**Oxford**”), and **Miami University**, a public institution of higher education established and existing under the laws of the State of Ohio having a principal place of business at 501 E. High Street, Oxford, Ohio 45056 (“**Miami**”),

W I T N E S S E T H:

WHEREAS, Oxford is the owner of a certain parcel of land situate at _____, Oxford, OH 45056, identified in the Butler County Auditor’s Office (the “**Auditor’s Office**”) as Tax Parcel Number _____ as more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Oxford Parcel**”);

WHEREAS, Miami is the owner of certain parcels of land situate at _____, Oxford, OH 45056, identified in the Auditor’s Office as Tax Parcel Numbers TPN: _____ (“**Parcel 1**”), _____ (“**Parcel 2**”), and _____ (“**Parcel 3**”), Parcel 1, 2 and 3 all as more particularly described on Exhibit “B” attached hereto and made a part hereof and collectively referred to herein as the “**Miami Parcels**”;

WHEREAS, Miami, in conjunction with, by, and through **Butler County Regional Transit Authority**, an Ohio regional transit authority having a principal place of business at 3045 Moser Court, Hamilton, Butler County, Ohio 45011 (“**BCRTA**”) desires to bolster the public transit infrastructure and amenities in Butler County, Ohio, by constructing a multimodal transportation facility, which is designed to support regional job-seekers and education-seekers, transit-dependent families, local residents and visitors, and which will be called The Chestnut Street Shared Services Facility and Multimodal Station;

WHEREAS, in furtherance of the construction of the multimodal transportation facility the parties desire to create certain rights and privileges and impose certain covenants, restrictions and conditions upon the Oxford Parcel and Miami Parcels.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, intending to be legally bound hereby, Oxford and Miami hereby agree as follows:

1. Incorporation. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference as though fully set forth.

2. Definitions. In addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

“**Easements**” shall mean, collectively, the Access Easement and the Construction Easement.

“**Easement Areas**” shall mean the Access Easement Area and the Construction Easement Area.

“**Owner**” shall mean the then record holder of fee simple title to any portion of a Parcel.

“**Parcel**” shall mean the Oxford Parcel and/or any of the Miami Parcels.

“**Party**” shall mean any Owner of any portion of a Parcel and their respective successors and assign, who become owners in fee of any portion of a Parcel; the “**Parties**” shall mean all such Owners.

“**Permittees**” shall mean each respective Owner’s employees, agents, contractors, customers, tenants, subtenants, invitees and licensees in connection with the Owner’s ownership of the Miami Parcels and/or the Oxford Parcel, as applicable.

“**Person**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or governmental authority.

3. Access Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as Owner of the Oxford Parcel, hereby declares, establishes, creates and grants in favor of the Owner of the Miami Parcels a perpetual non-exclusive easement and right-of-way (the “**Access Easement**”), subject to all matters of record, for the benefit of the Miami Parcels over and across the Access Easement Area (as hereinafter defined) for vehicular and pedestrian (but not for parking purposes) ingress and egress to and from the Miami Parcels to Chestnut Street. The Access Easement shall be for the non-exclusive benefit of the Owner of the Miami Parcels, and its respective Permittees, and shall be used in common with the Owner of the Oxford Parcel and its respective Permittees. As between Oxford and Miami, Miami shall maintain, or cause to be maintained, the Access Easement Area in accordance with all laws and in good and safe condition. The Access Easement shall run with the land and inure to the benefit any successor Owner of the Miami Parcels.

(b) The “**Access Easement Area**” as used in this Agreement shall mean those portions of the Oxford Parcel that are intended to be used from time to time for a driveway, driving area or access area for the passage and accommodation of pedestrians and vehicles, but not for

parking purposes and that are reasonably necessary to access the Miami Parcels to and from Chestnut Street.

(c) Miami shall not cause or permit any disruption, obstruction or damage at or on the Oxford Parcel, nor shall Miami cause or permit any loitering, nuisance or debris to accumulate at or on the Oxford Parcel, including, without limitation, in or on the Access Easement Area. The Owner of the Oxford Parcel may modify, change, reconfigure or reduce the Access Easement Area in its sole and absolute discretion so long as doing so does not eliminate the access (without alternative access being provided) to the Miami Parcels for vehicular and pedestrian ingress and egress to and from Chestnut.

4. Construction Easement.

(a) Pursuant to the terms and conditions set forth herein, Oxford, as the Owner of the Oxford Parcel, hereby declares, establishes, creates and grants in favor of Miami, as the Owner of Parcel 1, subject to all matters of record, a temporary, exclusive easement and right for the benefit of Parcel 1 over and across the Construction Easement Area (as hereinafter defined) for Miami's use to aid in the construction, installation, maintenance, use, repair, replacement and/or removal of transit station facilities on Parcel 1, Parcel 2, and Parcel 3 (the "**Construction Easement**"). Miami, as the Owner of Parcel 1, and its respective Permittees, shall use the Construction Easement Area for purposes in aid of the construction on Parcel 1, Parcel 2, and Parcel 3 of a transit station facility only in accordance with this Agreement and for no other purpose. The Construction Easement shall run with the Land and shall inure to the benefit of any successor Owner of Parcel 1.

(b) The "**Construction Easement Area**" shall mean that area located on the Oxford Parcel as depicted and crosshatched on Exhibit " " attached hereto and made a part hereof. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcel or (ii) the Construction Easement Area for any other purpose.

5. Maintenance of Access Easement Area. As between Oxford and Miami, Miami shall maintain the Access Easement Area in good condition and repair.

Notwithstanding anything herein to the contrary, all costs and expenses incurred for maintenance, repairs or replacements of the Access Easement Area necessitated by the negligent acts or omissions of an Owner of the Oxford Parcel (or any portion thereof), or its Permittees, shall be borne solely by such Owner of the Oxford Parcel (or any portion thereof), respectively.

6. Maintenance; Indemnification of Construction Easement Area. As between the Owner of the Miami Parcels and The Owner of the Oxford Parcel, the Owner of the Miami Parcels shall maintain the Construction Easement Area in accordance with all applicable laws and in good condition and repair.

Notwithstanding anything herein to the contrary, the Owner of the Miami Parcels and its Permittees shall at all times use the Access Easement Area and Construction Easement Area in a reasonable manner and shall not cause unreasonable wear or tear or damage to the Access Easement Area or the Construction Easement Area. Except as expressly set forth herein, Miami and its Permittees shall have no other rights to use (i) any other portion of the Oxford Parcel; or (ii) the Access Easement Area for any other purpose.

7. Right to Modify or Assign. This Agreement may be terminated, extended, modified or amended only by written agreement signed by the Owners and recorded in the Butler County, Ohio, Recorder's Office.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public, or for any public use or purpose whatsoever.

9. No Transfer. The Owner of the Miami Parcels cannot extend any rights or benefits created under this Agreement to any real property other than the Miami Parcels. The easements and rights granted hereunder shall be used only in connection with the business(es) operating at or on the Miami Parcels.

10. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective operations, businesses, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

11. Governing Law. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

12. Release of Liability Following Transfer of Title. The transferee in any sale, transfer or other conveyance of a Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such Party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other Party hereto to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption. In addition, if any Party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/subleaseback transaction, and such Party or any affiliate retains or acquires a possessory interest by way of lease or otherwise on the Parcel(s) or portion thereof so transferred, then so long as such Party has such possessory interest, the owner of fee simple title to the Parcel(s) of such Party or portion thereof in the case of a sale/leaseback financing transaction, or the lessee/sublessor in the case of a lease/subleaseback transaction, as the case may be, shall not be primarily liable for the obligations of such Party, it being agreed that such Party shall remain primarily liable for the performance thereof and that performance by such Party of such obligation shall be deemed a performance by such owner, lessee or holder, as the

case may be, and shall be acceptable to the other Party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

13. Term.

(a) With respect to the Access Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until _____. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

(b) With respect to the Construction Easement, the term of this Agreement shall commence upon the Effective Date and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until _____. Each Party hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of the other Party hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other Party by reason of any default by reason of such Party, it being the express understanding of the Parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any Party hereto; provided, however, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of such breach. Notwithstanding the foregoing, if any provision of this Agreement would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provisions shall expire twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth II, Queen of England.

14. Mortgages. This Agreement shall not restrict a Party's right to assign or convey its interest in its Parcel or in this Agreement to a mortgagee as additional security or collateral security. However, any and all mortgages granted to a mortgagee on any Parcel shall be subordinate and subject to this Agreement and any person foreclosing any such mortgage or acquiring title to the premises affected thereby shall acquire title subject to all of the terms of this Agreement.

15. Miscellaneous. All references in this Agreement to the single number and neuter gender shall be deemed to mean and include the plural number all genders, and vice versa, unless the context shall otherwise require. The headings contained herein are for convenience only and shall not affect the interpretation of this Agreement. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESS:

OXFORD:

CITY OF OXFORD, an Ohio

By: _____

Name: _____

Title: _____

WITNESS:

MIAMI:

MIAMI UNIVERSITY, an Ohio

By: _____

Name: _____

Title: _____

[Signature Page to Easement Agreement]

STATE OF OHIO)
)
COUNTY OF _____) SS:

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF OHIO)
)
COUNTY OF _____) SS:

On this, the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared the above named _____, known to me to be the _____ of _____, a _____ which executed the foregoing instrument, who acknowledged that he/she did sign said instrument for and on behalf of said _____, being thereunto duly authorized by said _____; that the same is his/her free act and deed and the free act and deed of said _____. This is an acknowledgment; no oath was administered in connection with the notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

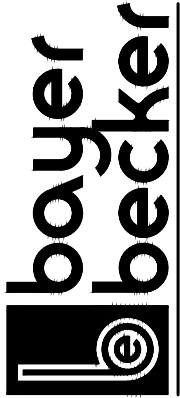
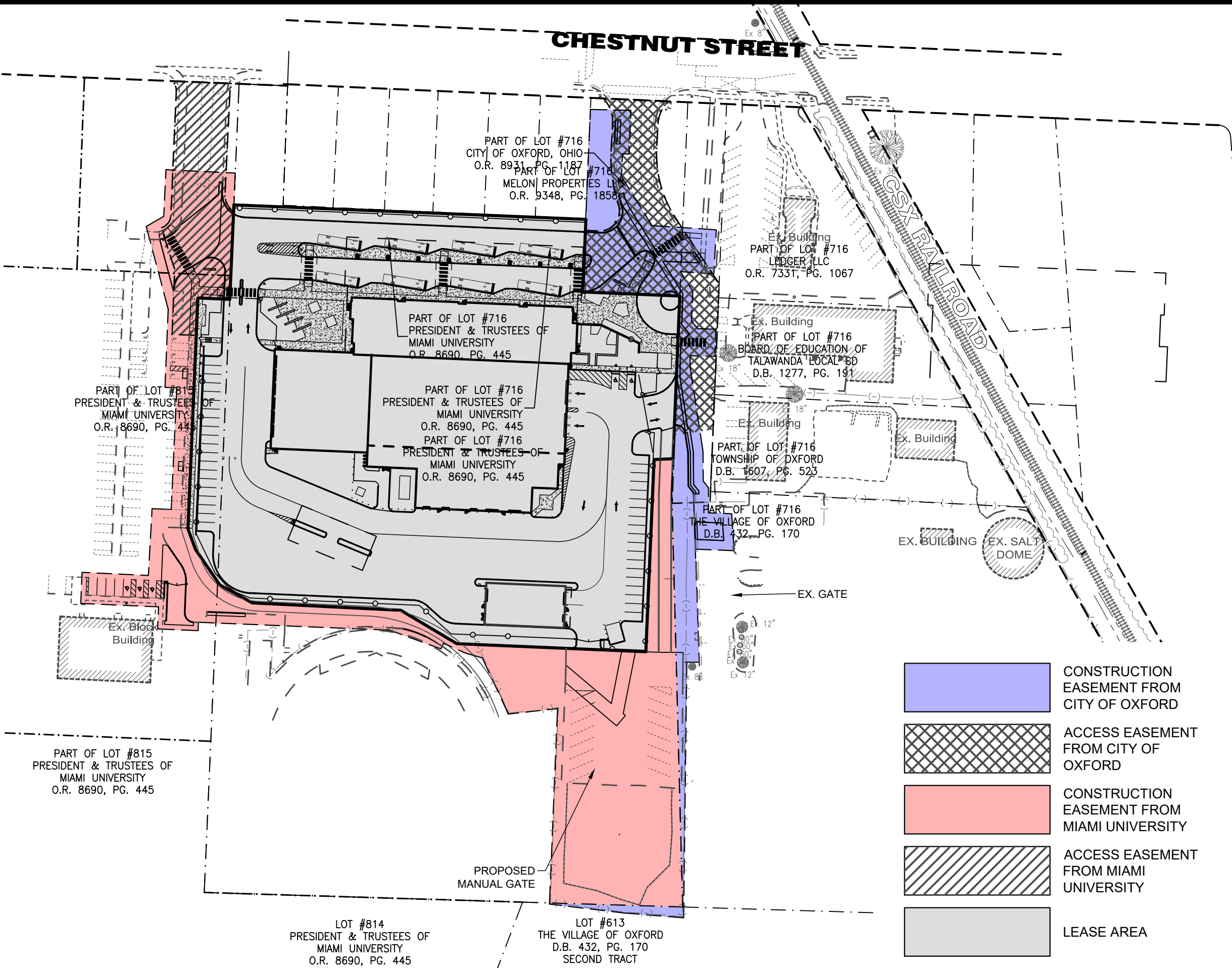
[LEGAL DESCRIPTION TO BE CONFIRMED]

EXHIBIT “A”

OXFORD PARCEL

EXHIBIT “B”
MIAMI PARCELS

4858-3516-3177.3



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

BCRTA STATION

CHESTNUT STREET

OXFORD, OHIO

EXHIBIT

Drawing:	
Scale:	1" = 100'
Drawn by:	
Checked By:	
Issue Date:	1-31-2023

Date: March 1, 2023
Description: Construction Easement
Part of Lot #716
City of Oxford, Ohio
Location: City of Oxford
Butler County, Ohio



Situated in Section 27, Town 5, Range 1, Congress Lands West of the Miami River, the City of Oxford, Butler County, Ohio and being a Construction Easement in part of Lot #716 of said City of Oxford and being part of the City of Oxford, Ohio (0.4600 Ac.) as recorded in Official Record 8931, Page 1187 and in part of Lot #716 and being part of The Village of Oxford (4.77 Ac.) as recorded in Deed Book 432, Page 170 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at the northeast corner of Lot #3688 of said City of Oxford as recorded in Official Record 7980, Page 2396 and being on the south right of way of Chestnut Street; thence, with the south right of way of said Chestnut Street, South 87° 39' 04" East, 52.00 feet to the northeast corner of part of Lot #716 of Melon Properties LLC as recorded in Official Record 9348, Page 1858; thence, departing the south right of way of said Chestnut Street and with the east line of said part of Lot #716 of said Melon Properties LLC, South 02° 22' 30" West, 11.56 feet to the **True Point of Beginning**;

thence, departing the east line of said part of Lot #716 of said Melon Properties LLC and through said parts of Lot #716 for the following seventeen courses:

- 1) South 88° 52' 40" East, 41.63 feet;
- 2) South 02° 07' 29" West, 45.18 feet;
- 3) North 88° 11' 02" West, 6.94 feet;
- 4) South 02° 30' 12" West, 23.34 feet;
- 5) South 31° 48' 53" East, 59.68 feet;
- 6) South 86° 14' 15" East, 66.42 feet;
- 7) South 03° 09' 11" West, 45.54 feet;
- 8) North 86° 03' 57" West, 34.40 feet;
- 9) South 31° 48' 53" East, 23.92 feet;
- 10) South 02° 28' 02" West, 30.82 feet;
- 11) South 40° 11' 19" East, 10.25 feet;
- 12) South 88° 28' 01" East, 18.29 feet;
- 13) South 01° 31' 59" West, 28.00 feet;
- 14) North 88° 28' 01" West, 25.53 feet;
- 15) South 01° 03' 44" West, 10.19 feet;
- 16) South 08° 38' 22" East, 27.63 feet;
- 17) South 87° 31' 58" East, 21.25 feet to the west line of part of Lot #716 of Board of Education of Talawanda Local School District as recorded in Deed Book 1277, Page 191;

thence, with the west line extended of said part of Lot #716 of said Board of Education of Talawanda Local School District, South 02° 22' 35" West, 30.00 feet to the west line of part of Lot #716 of Township of Oxford as recorded in Deed Book 1607, Page 523;

thence, departing the west line of said part of Lot #716 of said Township of Oxford and through said parts of Lot #716 for the following eleven courses:

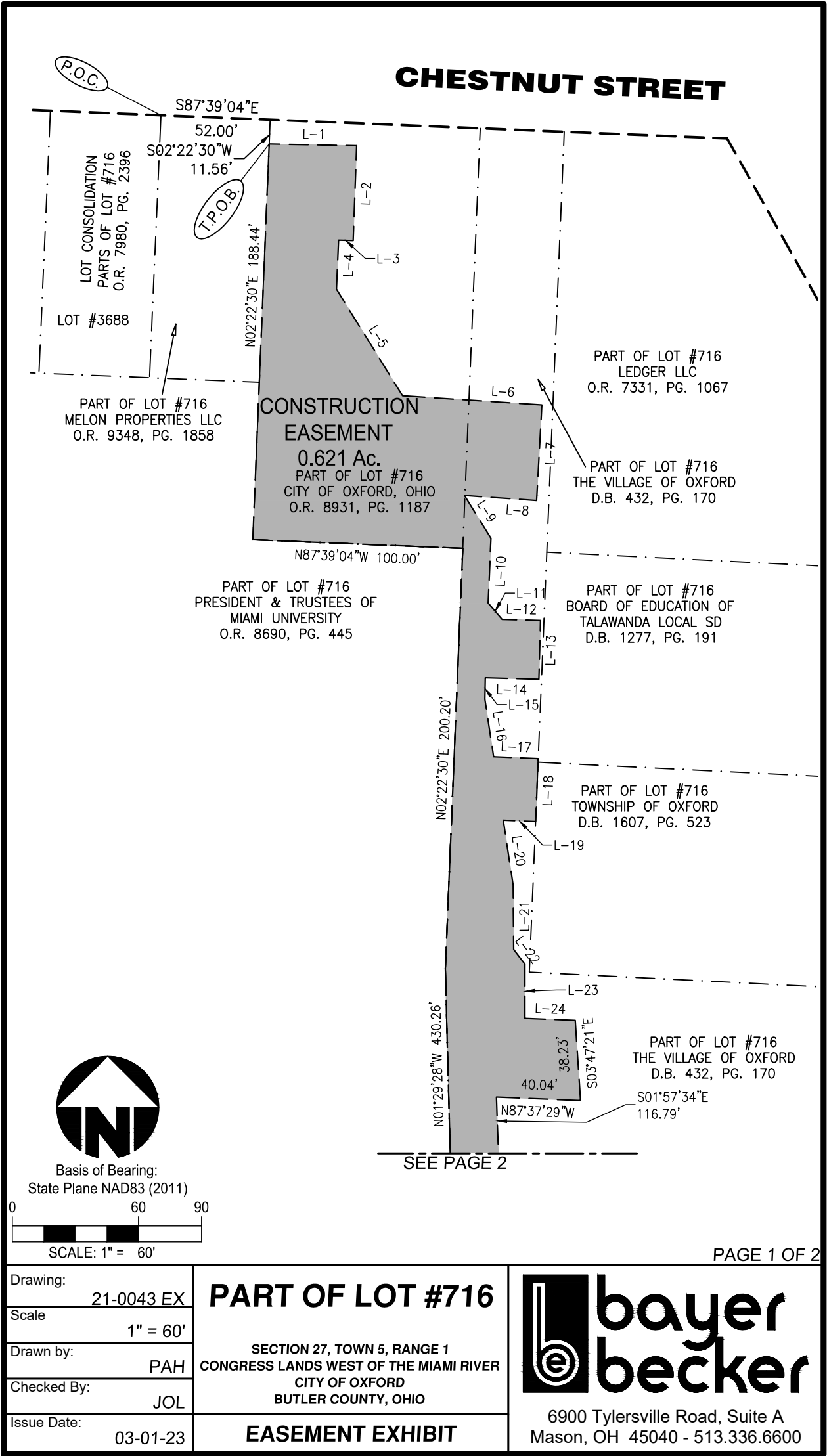
- 1) North 87° 31' 58" West, 15.41 feet;
- 2) South 08° 38' 22" East, 31.23 feet;
- 3) South 00° 27' 25" East, 30.60 feet;
- 4) South 37° 32' 22" East, 8.83 feet;
- 5) South 00° 00' 00" West, 25.79 feet;
- 6) South 87° 41' 48" East, 23.95 feet;
- 7) South 03° 47' 21" East, 38.23 feet;
- 8) North 87° 37' 29" West, 40.04 feet;
- 9) South 01° 57' 34" East, 116.79 feet;
- 10) North 89° 39' 55" West, 12.78 feet;
- 11) South 00° 42' 45" West, 252.49 feet to the north line of Lot #613 of The Village of Oxford as recorded in Deed Book 432, Page 170;

thence, with the north line of said Lot #613, North 88° 15' 49" West, 1.19 feet to the southeast corner of part of Lot #716 and being part of President & Trustees of Miami University as recorded in Official Record 8690, Page 445;

thence, with the line of said part of Lot #716 of said President & Trustees of Miami University for the following four courses:

- 1) North 01° 29' 28" West, 430.26 feet;
- 2) North 02° 22' 30" East, 200.20 feet;
- 3) North 87° 39' 04" West, 100.00 feet;
- 4) North 02° 22' 30" East, 188.44 feet to the **True Point of Beginning**, containing 0.621 acres of land, more or less.

The above description was prepared from an easement exhibit prepared by Bayer Becker, Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio, March 1, 2023.



SCALE: 1" = 60'

Drawing: 21-0043 EX

Scale 1" = 60'

Drawn by: PAH

Checked By: JOL

Issue Date: 03-01-23

PART OF LOT #716

SECTION 27, TOWN 5, RANGE 1
CONGRESS LANDS WEST OF THE MIAMI RIVER
CITY OF OXFORD
BUTLER COUNTY, OHIO

EASEMENT EXHIBIT



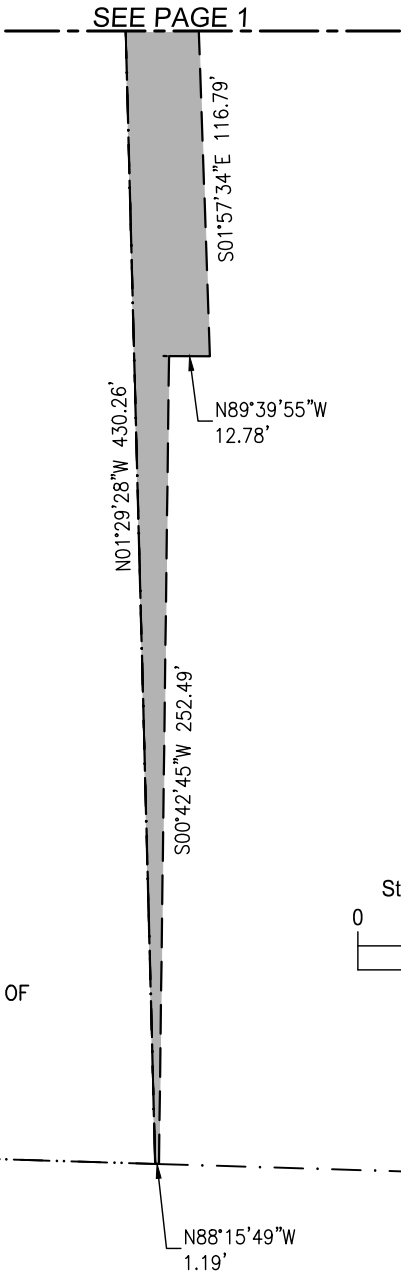
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

PAGE 1 OF 2

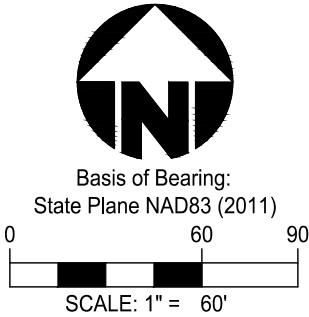
LINE TABLE		
Line	Direction	Distance
L-1	S88°52'40"E	41.63'
L-2	S02°07'29"W	45.18'
L-3	N88°11'02"W	6.94'
L-4	S02°30'12"W	23.34'
L-5	S31°48'53"E	59.68'
L-6	S86°14'15"E	66.42'
L-7	S03°09'11"W	45.54'
L-8	N86°03'57"W	34.40'
L-9	S31°48'53"E	23.92'
L-10	S02°28'02"W	30.82'
L-11	S40°11'19"E	10.25'
L-12	S88°28'01"E	18.29'
L-13	S01°31'59"W	28.00'
L-14	N88°28'01"W	25.53'
L-15	S01°03'44"W	10.19'
L-16	S08°38'22"E	27.63'
L-17	S87°31'58"E	21.25'
L-18	S02°22'35"W	30.00'
L-19	N87°31'58"W	15.41'
L-20	S08°38'22"E	31.23'
L-21	S00°27'25"E	30.60'
L-22	S37°32'22"E	8.83'
L-23	S00°00'00"E	25.79'
L-24	S87°41'48"E	23.95'

PART OF LOT #716
PRESIDENT & TRUSTEES OF
MIAMI UNIVERSITY
O.R. 8690, PG. 445

LOT #613
THE VILLAGE OF OXFORD
D.B. 432, PG. 170
SECOND TRACT



PART OF LOT #716
THE VILLAGE OF OXFORD
D.B. 432, PG. 170



Drawing:	21-0043 EX
Scale	1" = 60'
Drawn by:	PAH
Checked By:	JOL
Issue Date:	03-01-23

PART OF LOT #716

SECTION 27, TOWN 5, RANGE 1
CONGRESS LANDS WEST OF THE MIAMI RIVER
CITY OF OXFORD
BUTLER COUNTY, OHIO

EASEMENT EXHIBIT



bayer

becker

6900 Tylersville Road, Suite A
 Mason, OH 45040 - 513.336.6600



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joseph Newlin
DATE PREPARED:	3/13/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	An Ordinance amending Ordinance No. 3697 Supplemental Budget Ordinance number 2 to make supplemental appropriations for fiscal year 2023. (Joe Newlin, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	Various
RECOMMENDATION:	Pass
CITY MANAGER/DEPT HEAD APPROVAL:	JN 3-13-2023

DISCUSSION:

Issue 1

To make adjustments to budget revenue and appropriations for ARPA funding from the County to a Social Service Agency. The City will in turn forward the funds to the Social Service Agency.

Action Needed:

Revenue Side

Coronavirus Local Fiscal Recovery Fund (429)	1,500,000.00
--	--------------

Expense Side

Coronavirus Local Fiscal Recovery Fund (429)	1,500,000.00
--	--------------

Net Effect on Fund Balance/(s) Increase/(Decrease)	0.00
---	------

Issue 2

To make adjustments to budget revenue for the take-over of Oxford Cemetery from the Oxford Cemetery Association.

Action Needed:

Revenue Side

General Fund (110)	99,118.58
--------------------	-----------

Expense Side

Net Effect on Fund Balance/(s) Increase/(Decrease)	99,118.58
---	-----------

Issue 3

To make adjustments to budget revenue for utility payments from Conservice that don't belong to the City and to expenditures to return the payments to Conservice.

Action Needed:

Revenue Side

General Fund (110)	3,208.83
--------------------	----------

Expense Side

General Fund (110)	10,208.41
--------------------	-----------

Net Effect on Fund Balance/(s) Increase/(Decrease)	(10,503.58)
---	-------------

Issue 4

To make adjustments to budgeted expenditures for the upgrade of our current BS&A financial software with the addition of Payroll and HR modules (\$208,900); Neo Gov Application and Onboarding Software (\$17,120); and Andrews Technology Time & Attendance Software (\$22,495).

Action Needed:

Revenue Side

Expense Side

Capital Equipment Fund (140)	124,257.50
Water Fund (321)	49,703.00
Wastewater Fund (331)	49,703.00

Solidwaste Fund (341)	24,851.50
Net Effect on Fund Balance/(s) Increase/(Decrease)	(248,515.00)
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	(159,900.00)
Breakdown by Fund	
General Fund (110)	88,615.00
Capital Equipment Fund (140)	(124,257.50)
Water Fund (321)	(49,703.00)
Wastewater Fund (331)	(49,703.00)
Solid Waster Fund (341)	(24,851.50)
Coronavirus Local Fiscal Recovery Fund (429)	0.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	(159,900.00)

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3697 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 2 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2023.

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

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

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

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

Coronavirus Local Fiscal Recovery Fund 429	1,500,000.00
General Fund 110	99,118.58
General Fund 110	3,208.83

SECTION 3: The following increase/(decrease)in expenditures be made:

General Fund 110	13,712.41
Capital Equipment Fund 140	124,257.50
Water Fund 321	49,703.00
Wastewater Fund 331	49,703.00
Solid Waste Fund 341	24,851.50
Coronavirus Local Fiscal Recovery Fund 429	1,500,000.00

SECTION 4: In all other respects, Ordinance No. 3697 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: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry, Zachary Moore
DATE PREPARED:	2/28/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	An Ordinance accepting the recommendation of the Planning Commission to remove the Planned Development Designation and approve a new Preliminary Subdivision for Heron Pond located along Kehr Road in the City of Oxford with conditions. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Accept Planning Commission Recommendation
CITY MANAGER/DEPT HEAD APPROVAL:	Sam Perry

DISCUSSION:

Proposal Summary:

HPCT Properties LLC (c/o Shane Coffman) owns a 4.5-acre site at 4147 Kehr Road, and previously received approval for a 15-unit condominium-style community on the site which was to be named Heron Pond. Although the most recent plat approval by Council has expired as of early December, a Final Planned Development (PD) is still valid until 2026. The original plan entailed a new private street oriented north-south through the site, connecting Roberts Drive to the existing driveway serving the Cobblestone Community Church campus to the west. A homeowners association would have been responsible for maintaining the private street, stormwater quality basin, and other common amenities. Mr. Coffman has expressed to the City he no longer intends to move forward with the original plan for 15 units.

The applicant now proposes replacing the original Heron Pond plan with a more conventional subdivision consisting of nine (9) individual lots sized according to the underlying R-1B single-family residential zoning district. This alternate plan does not involve the creation or extension of any new public or private streets, instead relying on existing thoroughfares for access. In order to move forward

with this updated proposal, the applicant must request approval of a new Preliminary Subdivision. In addition, the prior approved Planned Development must be dissolved in order to avoid inconsistency with the new plan. Mr. Coffman has expressed he intends to serve as the sole builder for his development, building houses on a speculative basis for future buyers.

This type of application is what many in the planning profession would call a “straight” subdivision process, meaning the review relies primarily on the design specifications in the City’s Subdivision Regulations. Absent consideration of a Planned Development, the City has considerably less negotiating power and discretion over matters traditionally addressed by the Zoning Code such as land use, density, building architecture, amenities, and open space. Instead, the focus of a subdivision review is more ensuring good quality design and efficient function of the public and private infrastructure proposed.

Background:

The subject site has been involved in numerous past applications and approvals by the City of Oxford following annexation from Oxford Township in the early 1990s. A much larger development plan was originally approved in 1991 for a total of 186 single-family lots and 220 multi-family units on approximately 94 acres. The only portion of the original plan that ever came to fruition was South Farm Section I, consisting of 11 lots on Morgan Circle, which had been recorded in 1993. The site was later affected by site planning intertwined with development plans for the Cobblestone Church campus. A second phase for South Farm (“Section IV”) containing a total of 25 planned single-family lots is currently approved for development at the western end of Roberts Drive, though construction has been delayed for some time. The original 15-unit Heron Pond plan received all of its approvals from Council in 2021, beginning with a Preliminary Planned Development in March; this was followed by approval of a Final Planned Development in August and approval of a Final Plat approval in December. The plat approval has since expired as of December 2022 but the Planned Development still remains valid.

Planning Commission Recommendation:

The Oxford Planning Commission first heard the case for the alternative Heron Pond subdivision on January 10. City staff initially recommended tabling the application due to two main reasons: the configuration of one of the proposed lots (Lot #9) was undesirable due to a future homeowner being able to own the existing Cobblestone Community Church driveway and build a new residential drive off of this driveway; and the desire for further exploration of shared access alternatives to reduce the number of curb cuts on Kehr Road. During the January 10 hearing, the Commission heard from staff, the applicant, and three other members of the public: Mr. John Johnston, Pastor at Cobblestone Community Church; Mr. Michael Rudolph, President of the South Farm Owners Association (SFOA); and Mr. Coe Potter, a local real estate agent who has served as an advisor to the applicant.

After hearing comments and discussing the proposal, the Planning Commission made a motion to **table** the request per staff’s recommendation, citing the configuration of Lot #9 pertaining to the existing Church driveway was not acceptable and in keeping with the spirit of the Subdivision Regulations.

Following the January meeting, the applicant worked with staff to revise the proposal such that Lot #9 would no longer become a home site, instead tightening the boundaries only for the sake of appropriately encapsulating the driveway and an existing light pole near the pond. The applicant has agreed to a condition that once the subdivision is recorded, the newly created Lot #9 would be transferred back to the Church so they may again hold free and clear title to the driveway and associated land. With this primary issue resolved, it no longer made sense to entertain “common” use for Lot #9 as shared access for the other residential lots, leading staff to reconsider its original recommendation for alternative access. With Lot #9 now solely reserved for Cobblestone’s own access/benefit, the Planning Commission accepted the paired driveway access originally proposed for the four (4) remaining single-family lots fronting on Kehr Road.

Another key subject of discussion was the construction of a bike path segment along the north side of

Roberts Drive, planned consistent with the City's latest plans for OATS Phase 5. This segment is about 175 feet shorter than shown on the original Heron Pond plan, as the developer no longer has permission to build on SFOA property. Given there will likely be overlapping construction periods between the new Heron Pond project and OATS Phase 5, a condition (#5) has been recommended which seeks to clarify coordination between the applicant and the City when it comes to construction and/or funding of bike & pedestrian infrastructure. The applicant has agreed to a timeline of 5 years to complete the infrastructure. OATS Phase 5 is anticipated to be in place by 2025.

In light of the resolutions achieved, the Planning Commission voted 7-0-0 at its February 14 meeting to recommend **approval** of the application subject to the following conditions:

1. Following recording of the subdivision, the applicant shall submit evidence of the transfer of Lot #9 to Cobblestone Community Church prior to approval of the first residential Building Permit. Upon ownership transfer, the applicant and Church may choose to dissolve the existing Access and Utility Easement.
2. New access easements shall be created as necessary for shared driveways off of Kehr Road, and included as part of the future record plat.
3. The planting of street trees in the right-of-way along Kehr Road shall be to the discretion of the Service Department, in consideration of possible interference with drainage or the creation of some other health or safety hazard.
4. Cluster Box Unit (CBU) installation shall be per City staff discretion, with opportunity for review/comment by USPS.
5. The installation of all bike path and sidewalk segments in conjunction with dwelling unit construction shall be per the discretion of the Service Department. The City may utilize the developer's financial security to construct any segments not in place within 5 years of Final Plat approval. If construction of OATS Phase 5 occurs prior to this 5 year deadline, all remaining Heron Pond bike path & sidewalk segments shall be completed sooner so as to coincide with construction of the new OATS route; should this situation arise, the developer shall be given the opportunity to complete all remaining segments at their expense, contribute funding for construction of all remaining segments by the City, or allow the City to utilize financial securities in place to fund construction of all remaining segments.

Staff recommends that City Council accept the Planning Commission recommendation.

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION TO REMOVE THE PLANNED DEVELOPMENT DESIGNATION AND APPROVE A NEW PRELIMINARY SUBDIVISION FOR HERON POND LOCATED ALONG KEHR ROAD IN THE CITY OF OXFORD WITH CONDITIONS.

WHEREAS, City Council approved on March 16, 2021 by Ordinance No. 3615 a Preliminary Planned Development application for a 15-unit landminimum community known as Heron Pond on a 4.5-acre site located along Kehr Road; and

WHEREAS, Council approved on August 17, 2021 by Ordinance No. 3631 a Final Planned Development application for Heron Pond; and

WHEREAS, Council approved on December 7, 2021 by Ordinance No. 3653 a Final Subdivision application for Heron Pond, which has since expired as of December 7, 2022; and

WHEREAS, the developer now desires to move forward with a different development concept subdividing the site according to the provisions of the underlying R-1B zoning district; and

WHEREAS, Council hereby finds the Planning Commission held public hearings on January 10 and February 14, 2023 in accordance with Chapters 1101 and 1145 of the Codified Ordinances of the City of Oxford, on the application of HPCT Properties LLC for removal of an approved Planned Development designation and approval of a new Preliminary Subdivision for Heron Pond consisting of 4.5719 acres and containing 9 lots; and

WHEREAS, the Planning Commission, after due deliberation found the application satisfied the basic code requirements in Chapter 1101 the Codified Ordinances of the City of Oxford, and recommended approval of the Preliminary Subdivision application for Heron Pond with conditions.

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

SECTION 1: Council hereby accepts the recommendation of the Planning Commission and further removes the Planned Development designation and approves the Preliminary Subdivision application for Heron Pond located along Kehr Road in the City of Oxford with the following conditions:

1. Following recording of the subdivision, the applicant shall submit evidence of the transfer of Lot #9 to Cobblestone Community Church prior to approval of the first residential Building Permit. Upon ownership transfer, the applicant and Church may choose to dissolve the existing Access and Utility Easement.
2. New access easements shall be created as necessary for shared driveways off of Kehr Road, and included as part of the future record plat.
3. The planting of street trees in the right-of-way along Kehr Road shall be to the discretion of the Service Department, in consideration of possible interference with drainage or the creation of some other health or safety hazard.
4. Cluster Box Unit (CBU) installation shall be per City staff discretion, with

opportunity for review/comment by USPS.

5. The installation of all bike path and sidewalk segments in conjunction with dwelling unit construction shall be per the discretion of the Service Department. The City may utilize the developer's financial security to construct any segments not in place within 5 years of Final Plat approval. If construction of OATS Phase 5 occurs prior to this 5 year deadline, all remaining Heron Pond bike path & sidewalk segments shall be completed sooner so as to coincide with construction of the new OATS route; should this situation arise, the developer shall be given the opportunity to complete all remaining segments at their expense, contribute funding for construction of all remaining segments by the City, or allow the City to utilize financial securities in place to fund construction of all remaining segments.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: JASON BRACKEN/DAVID PRYTHERCH

PREPARED BY: LAW (STAFF)



Community Development Department
Planning Commission Action Letter
513-524-5204

February 15, 2023

John Bayer
Bayer Becker
110 S College Avenue
Oxford, OH 45056

VIA EMAIL:

johnbayer@bayerbecker.com
shanecoffman@aol.com

RE: PC-2022-10, 4147 Kehr Road, PRELIMINARY SUBDIVISION, Heron Pond, 9 lots for single-family homes, HPCT Properties, LLC, Applicant

Dear Mr. Bayer:

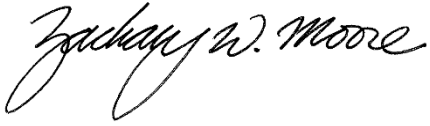
On February 14, 2023, the City of Oxford Planning Commission voted 7-0-0 to recommend **approval** of your request for a Preliminary Subdivision at 4147 Kehr Road subject to the following conditions:

1. Following recording of the subdivision, the applicant shall submit evidence of the transfer of Lot #9 to Cobblestone Community Church prior to approval of the first residential Building Permit. Upon ownership transfer, the applicant and Church may choose to dissolve the existing Access and Utility Easement.
2. New access easements shall be created as necessary for shared driveways off of Kehr Road, and included as part of the future record plat.
3. The planting of street trees in the right-of-way along Kehr Road shall be to the discretion of the Service Department, in consideration of possible interference with drainage or the creation of some other health or safety hazard.
4. Cluster Box Unit (CBU) installation shall be per City staff discretion, with opportunity for review/comment by USPS.
5. The installation of all bike path and sidewalk segments in conjunction with dwelling unit construction shall be per the discretion of the Service Department. The City may utilize the developer's financial security to construct any segments not in place within 5 years of Final Plat approval. If construction of OATS Phase 5 occurs prior to this 5 year deadline, all remaining Heron Pond bike path & sidewalk segments shall be completed sooner so as to coincide with construction of the new OATS route; should this situation arise, the developer shall be given the opportunity to complete all remaining segments at their expense, contribute funding for construction of all remaining segments by the City, or allow the City to utilize financial securities in place to fund construction of all remaining segments.

Unless otherwise notified, the Oxford City Council will hold a First Reading to consider the Preliminary Subdivision at an upcoming meeting on Tuesday, March 7, 2023, with a Second Reading and final vote occurring at the following meeting on Tuesday, March 21, 2023.

Should you have any questions related to this action, please contact the Community Development Department at 513-524-5204.

Respectfully,

A handwritten signature in black ink that reads "Zachary W. Moore". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Zachary Moore, AICP
City Planner / GIS Coordinator
zmoore@cityofoxford.org
513-524-5204

Cc: File



Internal Use Only:	
Case No.	PC-2022-10
Date Filed	11/28/2022

Preliminary Subdivision Application

Applicant Information

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

Name *	HPCT Properties Inc
Mailing Address *	5282 W Booth Road
City, State & Zip Code *	Liberty, IN 47353
Telephone Number(s) *	765-580-0378
Email Address	shanebcoffman@aol.com

Engineer/Surveyor Information

Name *	Bayer Becker
Mailing Address *	110 South College Avenue
City, State & Zip Code *	Oxford, Ohio 45056
Telephone Number(s) *	513-336-6600
Email Address	johnbayer@bayerbecker.com

Location and Lot Information

Location of Property *	4147 Kehr Road					
Legal Description *	H4100-00-137-000-039					
Zoning District *	R-1B PD	Proposed Lots *	9	Total Area *	4.57	Acres

Requirements and Documentation

Plat

Twenty (20) copies of the plat on bond. Drawing size must be at least 17x22" and should never exceed 24x36." The plat must be prepared in accordance with Chapter 1101, Subdivision Regulations and Chapters 1121-1137, Zoning Code of the City of Oxford¹. Scale should not exceed 1" = 100.' Plats containing less than three lots are exempted from the provisions of this section. The preliminary plat shall show:

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

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

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The [Butler County Auditor Real Estate Search²](#) is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

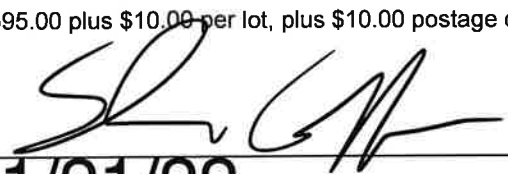
Fees & Receipt

The required fee for preliminary plan is \$595.00 plus \$10.00 per lot, plus \$10.00 postage charge.

Sign and Date

Applicant Signature *

Date *


11/21/22

Submit Application, Plans and Documentation, and Fees

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

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

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

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

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

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

November 23, 2022

Zachary Moore
City of Oxford
Planner / GIS Coordinator
15 South College Avenue
Oxford, Ohio 45056

Re: Heron Pond Preliminary Plat
4147 Kehr Road
Oxford, Ohio 45056

Dear Mr. Moore,

Enclosed please find the following items in support of HPCT Properties INC's application for Preliminary Subdivision approval for the above noted project:

- 1) Executed Preliminary Subdivision Application
- 2) List of property owners within 200 feet of the site
- 3) Legal description of the property
- 4) Existing Access Easement Documentation
- 5) Written request for removal of planned development overlay
- 6) Preliminary Plat
- 7) Preliminary Landscape Plan

It is understood that an invoice will be provided by City of Oxford staff for fee payment for this project.

The subject property is zoned R-1B Single-Family Medium Density Residential District with a planned development overlay. Under a separate letter, HPCT Properties INC has requested that City Council remove the planned development overlay from this property.

Heron Pond is a single-family residential subdivision consisting of 9 lots along Kehr Road and Roberts Drive. All lots are designed to meet the site development regulations for R1-B zoning.

A 5-foot-wide sidewalk is proposed along the west side of Kehr Road. A 10-foot-wide asphalt path is proposed along the north side of Roberts Drive which is understood to become a part of the Oxford Area Trails (OATs). Site improvements to construct this section of the OATs includes relocation of an existing fire hydrant along Roberts Drive. HPCT Properties requests that the fire hydrant relocation be performed by the City of Oxford prior to paving of the trail. In conjunction with these improvements and the City of Oxford Transportation Plans, additional right-of-way dedication is proposed along the north side of Roberts Drive and the west side of Kehr Road.

The development will be served by City of Oxford utilities. The existing sanitary sewer and water mains along Kehr Road and Roberts drive will serve the proposed residences. The existing pond located west of the site will provide stormwater management necessary for the development. Residences of Heron Pond will become members of the Home Owners Association which currently maintains the existing pond.

Please place this item on the January 10th Planning Commission Meeting agenda. Should you have any questions, or need any additional information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, reading 'John A. Bayer'.

John A. Bayer, PE
Associate
Bayer Becker
513.336.6600
johnbayer@bayerbecker.com

November 23, 2022

Mr. Zachary Moore
City Planner / GIS Coordinator
City of Oxford
15 South College Avenue
Oxford, Ohio 45056

Re: Heron Pond
Planned Unit Development Overlay Removal

Dear Mr. Moore,

HPCT Properties INC herein requests that the Planned Unit Development Overlay be removed from the 4.97-acre property located at the northwest corner of Kehr Road and Roberts Drive, more specifically Parcel No. H4100-137-000-039. This request is being made to permit development of the property as a single-family residential subdivision in accordance with the R-1B Single Family Medium Density Residential District.

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

Sincerely,


Shane B. Coffman
HPCT Properties INC

Property Owners within 200 feet:

H4100132000014
COBBLESTONE COMMUNITY CHURCH INC
4191 KEHR RD
OXFORD OH 45056 9292

H4100137000040
SOUTH FARM OWNERS ASSOC INC
221 MORGAN CIR
OXFORD OH 45056 9404

H4100132000017
SOUTH FARM DEVELOPMENT LLC
3225 INDIAN CREEK RD
OXFORD OH 45056 9244

H4100117000043
WILLIAM D & MARY L WARREN
5855 K BELL ST
OXFORD OH 45056

H4100117000067
H4100117000066
MICHAEL S & SANDRA L CASON
4211 KEHR RD
OXFORD OH 45056 9293

H4000117000055
JIMMY R MARCUM
5845 K BELL ST
OXFORD OH 45056 9261

H4100117000054
JEFFREY THOMAS KRUTH
5839 K BELL ST
OXFORD OH 45056

H4100117000053
MARY N BURNS
1155 TOBE LEWIS RD
LYNX OH 45650

H4100117000052
KYLE & NANCY WALKER
5825 K BELL ST
OXFORD OH 45056 9261

H4000117000049
TIMARA WILBURN
4225 KEHR RD
OXFORD OH 45056 9293

H4100117000072
DANIEL FLACK
4215 KEHR RD
OXFORD OH 45056 9293

H4000116000054
DANIEL B AND NANCY L CURTISS
14 GARDENIA DR
OXFORD OH 45056

H4100116000032
DEBRA A RAMSEY
11 GARDENIA DR
OXFORD OH 45056 2583

H4100116000033
TROY AND DEBRA ALLBRIGHT
13 GARDENIA DR
OXFORD OH 45056 2583

H4000132000015
ABRAHAM A AND EULIN M KURANGA
5797 BOOTH RD
OXFORD OH 45056 9042

H4100137000001
DONALD W AND KIMBERLEE K SMITH
201 MORGAN CIR
OXFORD OH 45056

H4100137000002
JOSEPH & WILLIAM EVEN
205 MORGAN CIR
OXFORD OH 45056 9404

H4100137000010
JENNIFER BEARDSLEE
204 MORGAN CIR
OXFORD OH 45056 9403

H4100137000011
PATRICIA L & MICHAEL A RUDOLPH
200 MORGAN CIR
OXFORD OH 45056 9403

H4100137000049
JOHN BOYLE ETAL
3225 INDIAN CREEK RD
OXFORD OH 45056 9244

Date: May 27, 2021

Description: Lot #3556
Cobblestone Community Church

Location: City of Oxford
Butler County, Ohio



Situated in the State of Ohio, Congress Lands West of Miami River, Section 34, Town 5, Range 1, City of Oxford, Butler County and being all of Lot #3556 of the City of Oxford and being the lands of Cobblestone Community Church as recorded in Official Record 7665, Page 632 of the Butler County, Ohio Recorder's Office and being further described as follows.

Commencing at the southwest corner of said Lot #3556 and being southeast corner of Lot #3555 of the City of Oxford and being the lands of South Farm Owners Association (4.204 Ac.) as recorded in Official Record 7389, Page 1791 of the Butler County, Ohio Recorder's Office and being on the northerly right of way of Roberts Drive and being the **True Point of Beginning**;

thence, leaving the northerly boundary of said Roberts Drive and with the easterly boundary of said Lot #3555 and with the westerly boundary of said Lot #3556 for the following five courses:

- 1.) North 39° 08' 43" West, 134.42 feet;
- 2.) North 18° 32' 17" East, 170.28 feet;
- 3.) North 00° 49' 13" West, 147.22 feet;
- 4.) North 56° 32' 43" West, 100.36 feet;
- 5.) North 64° 25' 13" West, 166.87 feet to the southerly boundary of Lot #2667 of the lands of Sandra Lynn Cason as recorded in Official Record 9620, Page 907 of the Butler County, Ohio Recorder's Office;

thence, leaving the southerly boundary of said Lot #3555 and with the southerly boundary of said Lot #2667 and with the northerly boundary of said Lot #3556, South 86° 11' 00" East, 594.99 feet to the westerly right of way of Kehr Road and being the southeast corner of said Lot #2667 and being the northeast corner of said Lot #3556;

thence, leaving said Lot #2667 and with the westerly right of way of said Kehr Road, South 02° 46' 47" West, 512.02 feet to the northerly right of way of said Roberts Drive;

thence, leaving the westerly right of way of said Kehr Road and with the northerly right of way of said Roberts Drive and with the southerly boundary of said Lot #3556 for the following four courses:

- 1.) with a curve to the right, having a central angle of 90° 00' 54", a radius of 30.00 feet, an arc length of 47.13 feet and a chord bearing and distance of South 47° 46' 21" West, 42.43 feet;
- 2.) with a curve to the right, having a central angle of 21° 34' 47", a radius of 261.54 feet, an arc length of 98.51 feet and a chord bearing and distance of North 78° 14' 10" West, 97.92 feet;
- 3.) North 73° 51' 10" West, 43.29 feet;

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

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

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

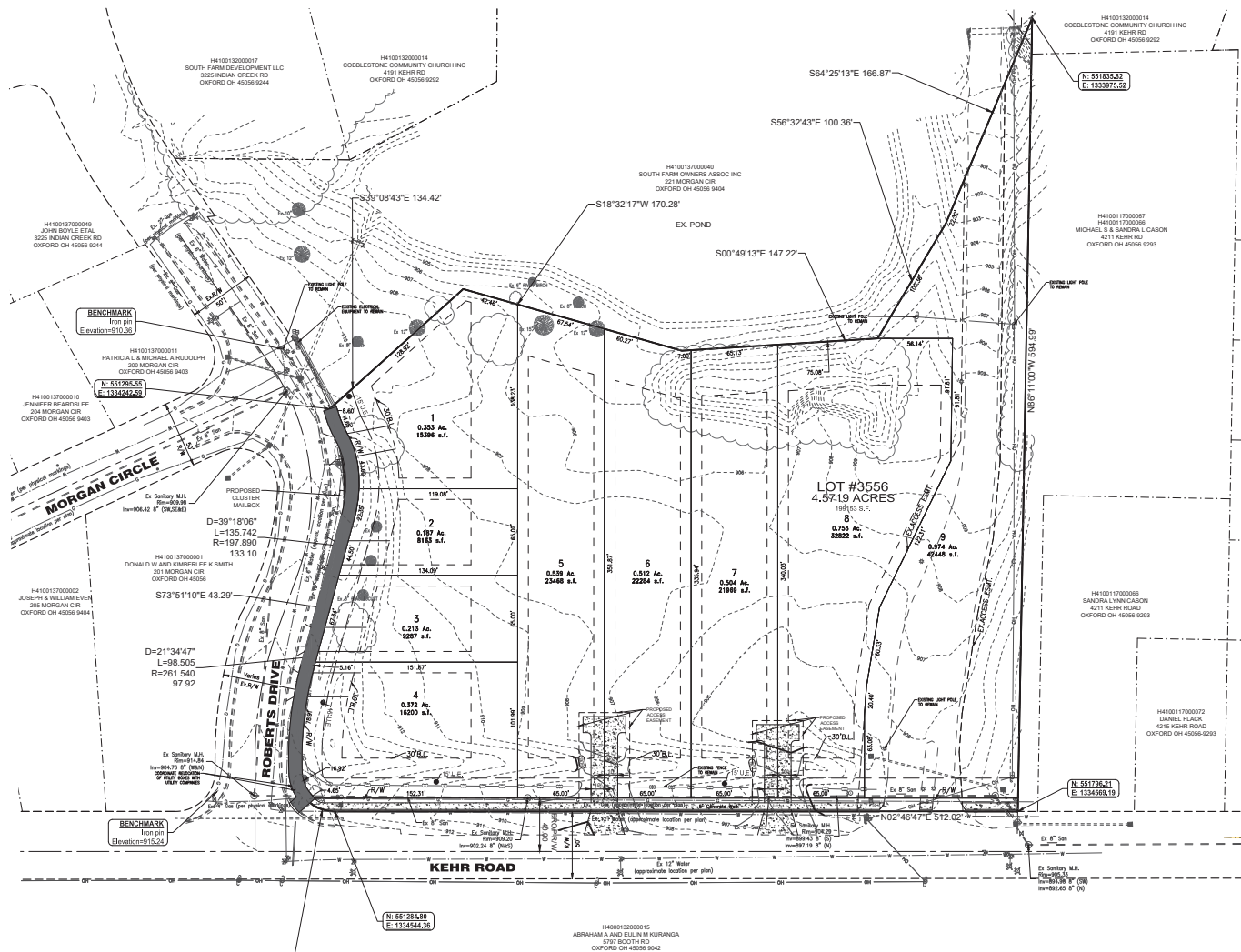
209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>

- 4.) with a curve to the left having a central angle of $39^{\circ} 18' 06''$, a radius of 197.89 feet, an arc length of 135.74 feet and a chord bearing and distance of North $86^{\circ} 52' 16''$ West, 133.10 feet to the **True Point of Beginning** containing 199,153 square feet or 4.5719 acres of land, more or less and being subject to all easements, legal highways, restrictions and agreements of record.

SITE ANALYSIS

- SITE DOES NOT CONTAIN MAPPED FLOODPLAIN AND IS DENOTED AS ZONE X PER FEMA COMMUNITY PANEL 39017C0151F, DATED OCTOBER 19, 2018.
- PER THE NRCS WEB SOIL SURVEY, MUCH OF THE SITE CONTAINS PRIME FARMLAND. HOWEVER, THE PROPOSED SINGLE FAMILY RESIDENTIAL USE WILL BE COMPARABLE TO THE ADJACENT USES.
- THE SITE IS NOT LOCATED WITHIN AREAS NOTED BY THE CITY OF OXFORD HISTORIC AND ARCHITECTURAL PRESERVATION COMMISSION.
- THE SITE DOES NOT CONTAIN ANY MAPPED WETLAND PER THE NATIONALS WETLANDS INVENTORY MAP ADMINISTERED BY THE U.S. FISH AND WILDLIFE SERVICE.
- THE PROJECT SITE IS NOT LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES.
- OKI ENVIRONMENTAL RESOURCES AND GREENSPACE MAPPING DOES NOT DENOTE ANY ENVIRONMENTAL RESOURCES WITHIN THE PROJECT SITE.
- THE SITE CONTAINS VERY MINIMAL AREAS OF STEEP SLOPES GREATER THAN 15% (APPROXIMATELY 0.27 ACRES). THE SITE DOES NOT CONTAIN ANY AREAS STEEPER THAN 25%.



VICINITY MAP
NO SCALE

SITE DEVELOPMENT DATA

EXISTING ZONING: R1-B SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT

TOTAL AREA = 4.57 AC.
PROPOSED R/W = 0.15 AC.
REMAINDER = 4.42 AC.

UNIT COUNT:
SINGLE FAMILY LOTS = 9

SETBACKS:
FRONT YARD - 30' MINIMUM
SIDE YARD - 8' MINIMUM
REAR YARD - 35' MINIMUM

MINIMUM LOT AREA- 7500 SQFT.

OWNER/DEVELOPER

HPCT PROPERTIES, INC.
5282 BOOTH ROAD
LIBERTY, IN 47353
SHANEBOCFFMAN@AOL.COM
(765) 580-0378

LEGEND

- ASPHALT PATH
- CONCRETE

GENERAL NOTES

- SANITARY, STORM AND WATER SERVICES SHALL BE CONNECTED TO EXISTING CITY OF OXFORD SYSTEMS AND CONSTRUCTED PER CITY OF OXFORD STANDARDS AND SPECIFICATIONS.
- STORMWATER DETENTION TO BE PROVIDED IN EXISTING POND WEST OF DEVELOPMENT.
- ELECTRIC TO BE SUPPLIED BY BUTLER RURAL.
- GAS TO SUPPLIED BY GLENWOOD ENERGY
- 1-FOOT INTERVAL CONTOURS PROVIDED BY FIELD TOPOGRAPHY BY BAYER BECKER DATED MARCH 2021
- LOTS 1-4 SHALL HAVE DRIVEWAY ACCESS TO ROBERTS DRIVE. LOTS 5 AND 6 SHALL HAVE A SHARED ACCESS DRIVE TO KEHR ROAD, LOTS 7 AND 8 SHALL HAVE A SHARED ACCESS DRIVE TO KEHR ROAD. DETAILS OF DRIVEWAY CONSTRUCTION FOR REFERENCE ONLY - FINAL LOCATION AND GRADING TO BE PROVIDED WITH CONSTRUCTION DRAWINGS.
- LOT 9 TO BE TRANSFERRED TO COBBLESTONE COMMUNITY CHURCH.
- ALL DRIVEWAYS ACCESSING KEHR ROAD SHALL BE INSTALLED TO ALLOW FOR VEHICLES TO TURN AROUND OUTSIDE KEHR ROAD RIGHT-OF-WAY. DRIVEWAYS SHOWN FOR REFERENCE ONLY, LOCATION AND DETAILS TO BE PROVIDED AT TIME OF BUILDING PERMIT SUBMITTAL TO CITY OF OXFORD.
- SIDEWALK ALONG KEHR ROAD TO BE CONSTRUCTED AFTER COMPLETION OF HOMES ON LOTS 5-8. ASPHALT PATH ALONG ROBERTS DRIVE TO BE CONSTRUCTED AFTER COMPLETION OF HOMES ON LOTS 1-4.



Date	Drawn	CHK
1/19/23	JMB	
1/19/23	JMB	
1/19/23	JMB	
1/19/23	JMB	

Revisions	Description
1	Revised P&I City of Oxford
2	Revised P&I City of Oxford
3	Revised P&I City of Oxford
4	Revised P&I City of Oxford

HERON POND
SECTION 34, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO
PRELIMINARY PLAT



Drawing: 20-0205 CD
Drawn by: JMB
Checked by: JMB
Issue Date: 11-23-22

PRE

GENERAL NOTES

- TREE LOCATIONS MAY NEED TO BE ADJUSTED FOR FUTURE DRIVEWAYS

CHAPTER 935.05 STREET TREE SPECIES TO BE PLANTED

- THE TREE PLAN CONTAINS A LIST OF OFFICIAL STREET TREE SPECIES FOR THE CITY OF OXFORD

- PLANTED AT 2" DBH

CHAPTER 935.06 SPACING

- MIN. SPACING: SMALL TREES: 30FT, MEDIUM TREES: 40FT, LARGE TREES: 50FT
- ALL NEWLY PLANTED STREET TREES SHALL BE PLANTED EQUAL DISTANCE BETWEEN THE SIDEWALK AND THE CURB.

SECTION 1148.03 STREET TREE REQUIREMENTS:

TREES SHALL BE PLANTED IN THE TREE LAWN OR OTHER APPROPRIATE AREAS IN THE STREET RIGHTS-OF-WAY AS REQUIRED IN CHAPTER 935.

SECTION 1148.04 TREE PLANTING REQUIREMENTS:

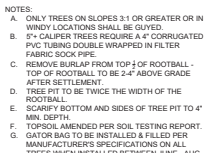
- (b) (1) RESIDENTIAL SINGLE-, TWO- & THREE- FAMILY STANDARDS:
- ON SINGLE-FAMILY LOTS, A MINIMUM OF ONE (1) TREE FOR EACH UNIT SHALL BE PLANTED WITHIN THE CORRESPONDING REQUIRED FRONT YARD AREA.
- (d) EACH REQUIRED TREE SHALL BE INSTALLED AT A MINIMUM TWO (2) INCH CALIFER AND MUST BE A SPECIES THAT APPEARS ON THE CITY'S TREE LIST

SECTION 1148.05 TREE PRESERVATION REQUIREMENTS:

- (a) **TREE REPLANTING**
- (1) ALL EXISTING TREES TEN (10) INCHES DBH OR GREATER IN SIZE SHALL BE REPLACED AT A RATE OF "1" CALIPER FOR EVERY 2" CALIPER REMOVED, EXCEPT AS PROVIDED IN SUBSECTION (2) BELOW.
- (2) FOLLOWING TREES SHALL BE EXEMPTED FROM REQUIRED PLANTING:
- TREES WITHIN FUTURE PUBLIC RIGHTS-OF-WAY OR PRIVATE ACCESS WAYS
 - TREES WITHIN THE BUILDING FOOTPRINT OF PROPOSED STRUCTURES OR WITHIN 15 FEET FROM THE PERIMETER OF SUCH STRUCTURES
 - TREES THAT ARE DAMAGED, DECAYED, OVERMATURE, INTERFERE WITH UTILITY LINES, OR ARE AN APPROPRIATE HAZARD TO TRAFFIC SPECIES FOR THAT SPECIFIC LOCATION.
 - TREES REMOVED FOR A STORMWATER RETENTION POND OR DETENTION
 - TREES WITHIN FIVE (5) FEET OF A HARD-SURFACED PARKING AREAS, DRIVEWAYS OR WALKWAYS.
 - TREES REMOVED FOR NECESSARY UTILITY INSTALLATIONS OR WITHIN UTILITY EASEMENTS
- FOR INDIVIDUAL SINGLE-FAMILY LOTS, ALL TREES WITHIN THE FRONT AND SIDE YARDS. ALL EXISTING TREES TO BE REMOVED SHALL BE EXEMPT FROM REPLACEMENT DUE TO BEING LOCATED WITHIN 15' OF PROPOSED BUILDINGS, 3 TREES NEEDED FOR REPLACEMENT

PLANT SCHEDULE ZONING MINIMUM						
GEORGIAN TREES	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE	
ACE MOU	4	Acer saccharum 'Green Mountain' TM	Green Mountain Sugar Maple	B & B	2.0' Cal	
COR TUR	3	Corylus californica	Turkish Filbert	B & B	2.0' Cal	
GIN AUT	4	Ginkgo biloba 'Autumn Gold'	Maenhoffer Tree	B & B	2.0' Cal	
GLE IM2	5	Gleditsia inaequalis 'Imperial'	Imperial Honey Locust	B & B	2.0' Cal	
ULM MOR	4	Ulmus x 'Morton Accolade' TM	Morton Accolade Elm	B & B	2.0' Cal	
ZEL GRE	4	Zelkova serrata 'Green Vase'	Green Vase Sawleaf Zelkova	B & B	2.0' Cal	

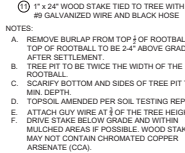




NOT TO SCALE

NOT TO SCALE

329343.46-06



2 NOT TO SCALE

329343.46-03



4 NOT TO SCALE

321613.16-11



3 NOT TO SCALE

321623-01

- [illegible]

A. STRIP TOPSOIL TO ITS FULL DEPTH AT AREAS IMPACTED AND AT ALL AREAS TO BE RE-GRADED.

- AND RECURSED. STOP TPO/SLP, STRIPPING OUTSIDE THE DRIP LINE OF TREES TO REMAIN NOT STRIP AS TO IMPACT THE ROOT LINE OF TREES TO REMAIN.
- B. COORDINATE WITH THE OWNER PRIOR TO ESTABLISHING TPO/SLP STORAGE AREAS. GRASS STOCK PILES FOR PROPER DRAINAGE AND TO PREVENT EROSION. THE RELIEF OF STOCK PILES WITHIN THE PROJECT SITE MUST BE APPROVED FOR REPLACEMENT BY LANDSCAPE ARCHITECT
- C. ALL TPO/SLP SHALL BE SHREDDED, CLEAN, AND UNIFORM IN QUALITY FREE FROM HARD CLUMPS, STICKS, PARTIALLY COMPLETED STONE, LIMBS, CORK, SLAD, OR OTHER UNDESIRABLE MATERIAL. TPO/SLP SHALL CONFORM TO THE FOLLOWING:
- ORGANIC CONTENT - BETWEEN 3% - 10% ORGANIC MATTER
 - pH - SHALL RANGE BETWEEN 4.5 - 6.5
 - SOIL TEXTURE - TPO/SLP SHALL CONSIST OF THE FOLLOWING PERCENTAGES OF SAND, SILT, AND CLAY PASSING THROUGH A 2.00 MM (10/60) SIEVE
 - SAND - 30%-75%
 - SILT - 15%-70%
 - CLAY - 10%-30%

4. CONTRACTED QUAL. PROVIDE CERTIFICATE & REPAIRS ONCE WE ADJUSTED MARRIAGE

- CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DISEASE, INSEST, AND WEATHER DAMAGE, FOR A PERIOD OF ONE YEAR WITHIN WARRANTY PERIOD. CONTRACTOR SHALL MAINTAIN PLANTS IN HEALTHY CONDITION, PROVIDE NECESSARY WATER, FERTILIZER, AND ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
- CONTRACTOR SHALL FURNISH SPECIFIC WARRANTY PERIODS FROM DATE OF ACCEPTANCE OF TREES AND SHRUBS, GROUND COVERS, AND OTHER EXTERIOR PLANTS.
- WARRANTY SHALL BE VOIDED IF CONTRACTOR DOES NOT MAINTAIN PLANTS, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.
- CONTRACTOR SHALL GUARANTEE PLUMBING AND DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP, WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS WELL AS THE PROVISION OF ALL NECESSARY PARTS AND SUPPLIES. CONTRACTOR SHALL BE RESPONSIBLE FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

A. REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL REQUIREMENTS

- REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.

[illegible]

- [illegible]

4. EVALUATE AHEAD TO DECIDE IN ADVANCE HOW MANY HANDS WILL BE REQUIRED AND

- CONDITIONS DURING INSTALLATION AND PERFORMANCE. PROVIDED THAT INSTALLATION IS ONLY AFTER UNFAVORABLE CONDITIONS ARE CORRECTED.
3. PROTECT EXISTING TREES AND SHRUBS. PRESERVE AND MAINTAIN EXISTING TREES AND SHRUBS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS. PROTECT EXISTING TREES AND SHRUBS FROM DAMAGE BY EXCESSIVE SOIL MOISTURE AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES.
4. PROTECT TREES AND SHRUBS. APPLY ANTISEPTIC TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE ADEQUATE PROTECTION FROM DISEASE AND INSEST. PROTECT TREES AND SHRUBS FROM DAMAGE DURING HANDLING AND TRANSPORT. IF DECIDUOUS TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY ANTISEPTIC AT NURSERY BEFORE MOVE AND AGAIN TWO WEEKS AFTER PLANTING.
5. PROTECT TREES AND SHRUBS. WRAP TREES AND SHRUBS AROUND TRUNKS, BRANCHES, STEMS, TWIGS, AND BRUISED AREAS WITH BURLAP OR OTHER PROTECTIVE MATERIALS TO PREVENT DAMAGE DURING TRANSPORTATION.
6. LAYOUT OF TREES AND SHRUBS. LOCATIONS AND BED EDGES FOR ALL EXTERIOR PLANTINGS: STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND MARK LOCATIONS OF PLANTINGS. PLANTINGS SHALL BE PLANTED IN ACCORDANCE WITH ACCEPTANCE OF LAYOUT PRIOR TO PLANTING. TREES SHALL BE SITED IN THE FIELD BY THE LANDSCAPE ARCHITECT WHERE NOTED ON THE PLANT CONTRACT. THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE PLANTING OF TREES AND SHRUBS.

ACCESS AND UTILITY EASEMENT

HPCT Properties, Inc., an Indiana Corporation ("Grantor), whose address is 5282 West Booth Road, Liberty, Indiana 47353, for valuable consideration paid, grants, with general warranty covenants, to Cobblestone Community Church, Inc., an Ohio nonprofit corporation ("Grantee," whether one or more), whose address is 4191 Kehr Road, Oxford, Ohio 45056, a perpetual, non-exclusive easement for purposes of ingress and egress, both pedestrian and vehicular, and for all customary private road purposes, on, over and across the real property described in Exhibit A, as well as a perpetual, nonexclusive easement for general utility purposes, together with the right to construct, operate, maintain, repair, replace and/or remove any facilities that may be necessary for the supply of gas, water, electrical power, sewage and waste disposal, drainage, telephone, communications, cable television or other utilities on, over and across the real property described in Exhibit A (the easements granted herein are the "Access and Utility Easement").

Grantor is the owner of the real property described in Exhibit A. Grantee is owner the real property described in Exhibit B. The easements granted herein are for the benefit of Grantee's said real property. The portion of the Grantor's real property on, across, over which the easements apply (the "Easement Area") is legally described in Exhibit C. Grantor's real property is the servient tenement and Grantee's property is the dominant tenement regarding all of the easements granted herein. The easements herein are appurtenant and shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Grantor and Grantee and as to all future owners of Grantor's real property described in Exhibit A and Grantee's real property described in Exhibit B.

This Access and Utility Easement is granted subject to the following terms and conditions:

1. Other Consistent Uses. Grantor reserves the right to use the Easement Area for any purposes not inconsistent with rights granted by this Easement.

2. Indemnification; Restoration of Property. Grantee by its acceptance of this Access and Utility Easement shall indemnify, defend and hold Grantor harmless against any claims, damages, losses or expenses arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses to the extent caused by the negligent acts or omissions of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

If any damage to Grantor's property is caused by Grantee's exercise of its rights under this Access and Utility Easement, Grantee, at Grantee's expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

3. Building Restriction. No buildings or other structures shall be constructed in the Easement Area by Grantor, nor shall Grantor cause any excavating or filling to be done which, in the reasonable judgment of Grantee, would impair Grantee's exercise of the rights granted by this Easement or its ability to maintain its utility facilities. Grantor reserves the right, however, to construct driveways, sidewalks, surface roads and similar improvements across the Easement Area.

4. Title. Grantor covenants with Grantee that Grantor is the owner of the Easement Area described above and has full power to convey the rights conveyed by this Easement. Grantor warrants and will defend the same against the claims of all persons, subject, however, to (a) all legal highways, (b) easements, covenants and restrictions of record, (c) real estate taxes and

DG

assessments not yet due and payable and (d) zoning, building and other applicable laws, codes and regulations.

5. Maintenance of Easement Area. Grantor and Grantee shall jointly maintain in a reasonably clean and orderly condition the driveway in the Easement Area. The maintenance and repair obligations with respect to the driveway in the Easement Area shall include, but not be limited to, snow and ice removal, sweeping, patching and paving, with Grantor and Grantee each responsible for one half of any such expense respectively.

With respect to any utility facilities now or hereafter located in the Easement Area for the benefit of Grantee, responsibility for maintaining, repairing and replacing easement facilities shall be born by Grantee.

Prior instrument reference: Deed Volume 9717, Page 1928, Butler County, Ohio, Records.

SIGNED this 31st day of August, 2021.

HPCT PROPERTIES, INC., an Indiana corporation

By: 
Name: Christyanne Coffman
Its: President

STATE OF OHIO)
) SS
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 31st day of August, 2021 by Christyanne Coffman, President of HPCT Properties, Inc., an Indiana corporation, on behalf of said corporation.

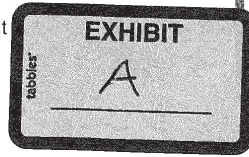


MATTHEW A. TROY
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My Commission has no Expiration Date
Section 147.03 R.C.


Notary Public

This Instrument Prepared By: Matthew A. Troy, Esq., 29 N. Beech St., Oxford, Ohio 45056.

Date: August 20, 2021
 Description: Lot #3556
 Access and Utility Easement
 Location: City of Oxford
 Butler County, Ohio



Situated in the State of Ohio, Congress Lands West of the Miami River, Sections 27 and 34, Town 5, Range 1, City of Oxford, Butler County and being an Access and Utility Easement in part of Lot #3556 of the lands of HPCT, Inc. as recorded in Official Record 9717, Page 1928 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at the northeast corner of said Lot #3556 and being on the westerly right of way of Kehr Road; thence leaving the northerly line of said Lot #3556 and with the westerly right of way of said Kehr Road, South 02° 46' 47" West, 41.11 feet to the **True Point of Beginning**;

thence, continuing with the westerly right of way of said Kehr Road, South 02° 46' 47" West, 79.21 feet; thence, leaving the westerly right of way of said Kehr Road and through said Lot #3556 for the following four courses:

- 1) North 83° 01' 46" West, 93.67 feet;
- 2) North 77° 51' 05" West, 60.33 feet;
- 3) North 61° 17' 06" West, 139.32 feet;
- 4) North 86° 25' 36" West, 195.72 feet to the easterly boundary of Lot #3555 and being the lands of South Farm Owners Association, Inc. as recorded in Official Record 7389, Page 1792 of the Butler County, Ohio Recorder's Office;

thence, with the easterly boundary of said Lot #3555, North 64° 25' 13" West, 78.46 feet;

thence, leaving the easterly boundary of said Lot #3555 and through said Lot #3556 for the following six courses:

- 1) South 86° 29' 22" East, 282.88 feet;
- 2) South 82° 10' 30" East, 58.87 feet;
- 3) South 75° 35' 35" East, 56.84 feet;
- 4) South 78° 16' 51" East, 76.55 feet;
- 5) South 82° 58' 58" East, 28.94 feet;
- 6) North 89° 14' 00" East, 44.70 feet to the **True Point of Beginning**.

The above description was prepared from an easement exhibit prepared by Bayer Becker, David Douglas Smith, Professional Surveyor #7121 in the State of Ohio, August 20, 2021.

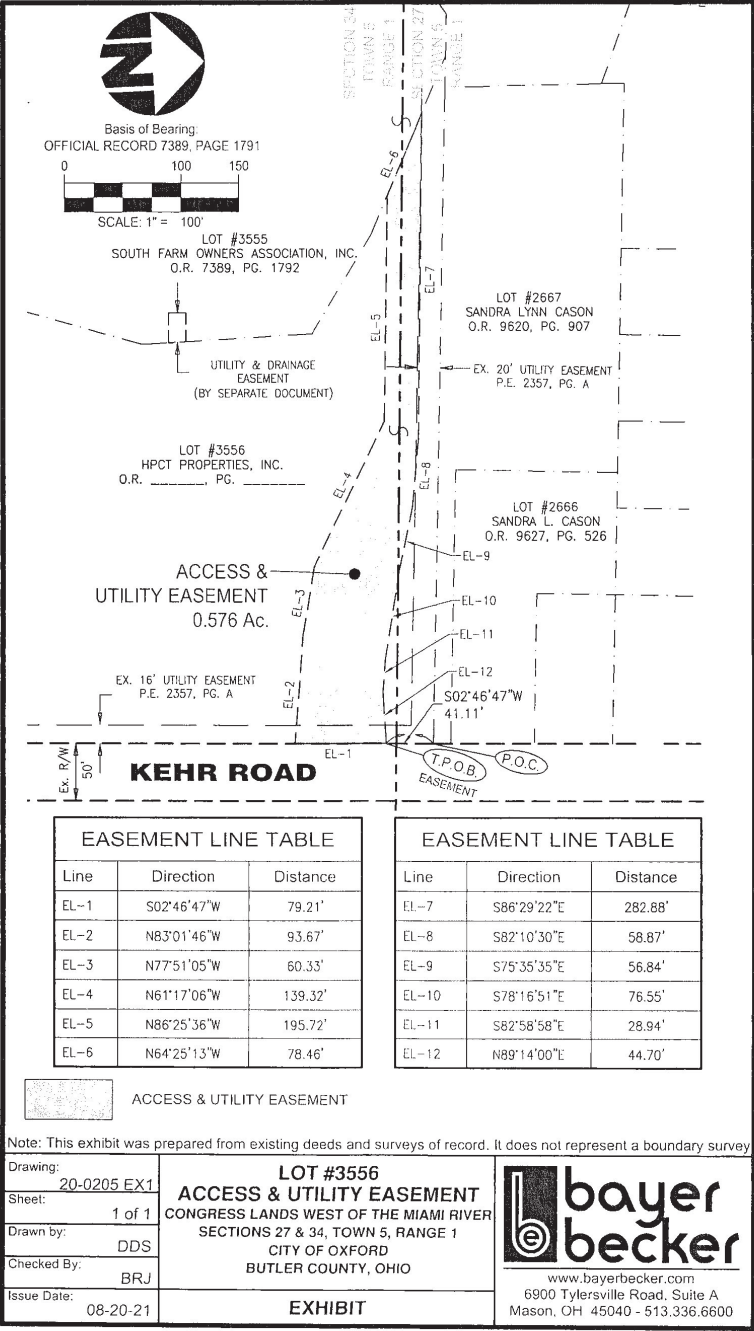
6900 Tylersville Road, Suite A
 Mason, OH 45040
 513-336-6600

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

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

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

<http://www.bayerbecker.com>





PC-2022-10

Surrounding
Property Owners
Notifications Map

Legend

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



1 inch = 150 feet

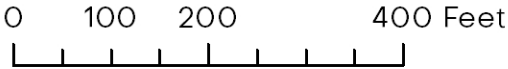
Prepared on Tuesday, November 29, 2022

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

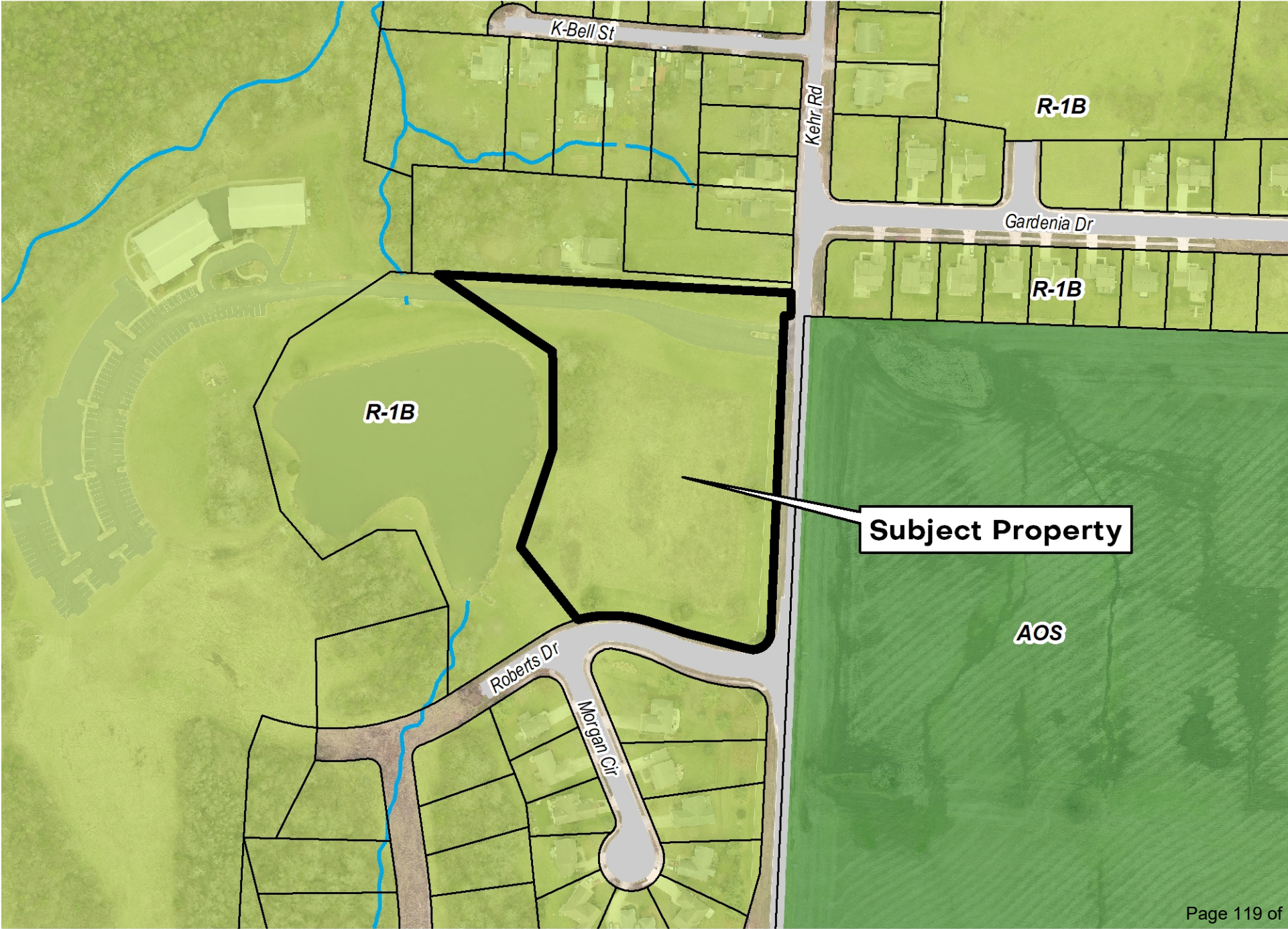
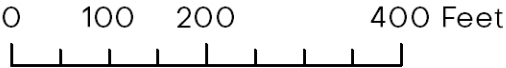


Location Map

 Site



Location Map





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Zachary Moore, Sam Perry
DATE PREPARED:	2/28/2023
COUNCIL MEETING DATE:	March 21, 2023
AGENDA TITLE:	An Ordinance approving a conditional use permit application to allow for the establishment of a restaurant use exceeding the Oxford zoning code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio, 45056, with conditions. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy A Connected, Livable, and Equitable Community for All
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Accept Planning Commission recommendation
CITY MANAGER/DEPT HEAD APPROVAL:	Sam Perry

DISCUSSION:

Proposal Summary:

The applicant is requesting Conditional Use approval in order to establish a new Waffle House restaurant on a vacant site at 5000 College Corner Pike, immediately west of Mt. Olivet Cemetery and southeast of the Coldwell Banker office complex. The proposed restaurant totals 1,760 square feet in size and is planned to contain seating for up to 36 customers. Like any other Waffle House location, the business is planned to operate 24 hours a day. An off-street parking area is planned surrounding the proposed building and would be accessed from the existing driveway currently serving the Coldwell Banker office complex at 5020 College Corner Pike.

Restaurants which do not entail a drive-through or drive-in aspect are normally a Permitted Use in the GB General Business District. The primary reason why a Conditional Use needs to be requested is to approve the proposed parking layout. This stems from **Section 1149.05(a)** of the Oxford Zoning Code, which specifies that *the maximum number of spaces is limited to no more than 150% of the minimum unless approved by Conditional Use Permit*. Per **Table 1149.05-1** in the Parking Chapter, the minimum

number of spaces for a restaurant use is 1 per 150 square feet of usable floor area, thus the required number of spaces is estimated to be 12 ($1,760 \div 150$) which would mean the maximum number is 18 (12×1.5). The applicant's submitted plan contains a total of 23 spaces, thus 5 more spaces than the estimated Code maximum.

By submitting for this discretionary review process, this also allows the applicant to request an additional waiver in order to allow for two wall signs on the building (lettering spelling out "WAFFLE HOUSE" along with a "WH" logo/medallion) in addition to a ground-mounted sign. The Code normally only allows for a total of two signs for a single-tenant site.

Background:

The subject property is part of a three-lot subdivision known as "Grand View #2" that was recorded in 1990. The other two lots were quickly developed with office buildings (now Coldwell Banker and other tenants) in the 1990s. A public street known as "Fye Avenue" was previously dedicated as part of the original Grand View subdivision (primarily comprising the block north of W Vine Street and west of N Locust Street) and used to run north-south between W Vine Street and College Corner Pike, but the right-of-way was later vacated in 1981 and the original street removed. This contributed to the subject parcel's unique curved shape along its eastern boundary. The approval of Grand View #2 also included a restriction that no ingress/egress be established between the new commercial subdivision and the residential block along W Vine Street via the former Fye Avenue connection.

Planning Commission Recommendation:

On February 21, the Oxford Planning Commission held a public hearing and reviewed the proposal and the decision standards. City staff recommended approval of the application subject to 7 conditions. The Commission heard from staff, the applicant (Mr. Walter Barineau, representing Waffle House), and Ms. Kathryn Currie who is a nearby resident on W Vine Street. Ms. Currie expressed concern about the potential impacts the 24-hour business would have on the adjacent residential neighborhood.

Two main subjects emerged from Commission questions and discussion: (1) providing appropriate screening between the future business and adjoining residential, to serve as a buffer from external effects such as lights and noise, and as a barrier to deter patrons from using W Vine Street or the cemetery property as a cut-through; and (2) the provision of a second walkway down to College Corner Pike to better facilitate pedestrian traffic emanating from the Mile Square.

After weighing the comments heard as well as the various competing interests in the Zoning Code, the Commission ultimately voted 6-1-0 to recommend **approval** of the Conditional Use subject to the following conditions:

1. A waiver to **Section 1151.05(a)(3)(A)** is hereby granted to allow for up to three (3) total signs on the site as opposed to two (2), provided the installed signs conform to submitted plans in terms of design, scale and placement.
2. Plans submitted for Building Permit approval shall conform to the submitted "Proposed Waffle House" architectural elevations dated 12/7/2022. Exterior materials, colors, and architectural elements such as awnings and lighting shall be consistent with these elevations.
3. Consistent with **Section 1141.04(j)(3)(D)**, the refuse enclosure shall be compatible with the principal structure by utilizing identical or substantially similar exterior materials and colors.
4. Regarding the walkway connection to the public sidewalk, one of the following options shall be pursued: (1) the accessible connection shall be relocated such that it is more centrally located along the site frontage; or (2) an additional non-ADA walkway shall be added to better serve walk-in traffic emanating from the south.
5. Crosswalk(s) across vehicular drive aisles shall consist of differing material consistent with **Section 1149.07(e)(7)(B)**.
6. Off-site and shared-use parking normally requires Conditional Use approval pursuant to **Section 1149.03(c)**. This approval does not preclude the possibility of revocation in the future should it

become apparent that insufficient parking capacity is posing challenges, or is resulting in a public health or safety concern, affecting adjoining properties and/or the public right-of-way. Revocation of the approval is possible pursuant to **Section 1147.02(e)** of the Oxford Zoning Code.

7. A six (6) foot tall board-and-batten fence, or other sound and light mitigating fencing, shall be included along property lines within the northeastern area of the site as approved by staff.

Updated Staff Recommendation:

Following the Planning Commission meeting, the applicant has diligently revised their plans to accommodate requests for a second walkway, plus fencing along the northern and eastern boundaries to provide additional screening/shielding. These particular plan changes have been reviewed by Community Development and Service Departments and found to be acceptable. As a result, there are now two walkways – one will be ADA compliant and located next to the vehicular entrance, and the new walkway will include a series of steps down to the sidewalk due to the site's slope. In addition, the new fence row is planned to be installed such that it will not cross over an existing sanitary sewer main in the area, as well as allow all the planting of all originally planned trees so they may grow and be maintained by the restaurant over time.

Staff therefore recommends the following revised list of conditions appearing below. Language to be removed is ~~struck-through~~ and new language is shown **in bold and underlined**.

1. A waiver to **Section 1151.05(a)(3)(A)** is hereby granted to allow for up to three (3) total signs on the site as opposed to two (2), provided the installed signs conform to submitted plans in terms of design, scale and placement.
2. Plans submitted for Building Permit approval shall conform to the submitted "Proposed Waffle House" architectural elevations dated 12/7/2022. Exterior materials, colors, and architectural elements such as awnings and lighting shall be consistent with these elevations.
3. Consistent with **Section 1141.04(j)(3)(D)**, the refuse enclosure shall be compatible with the principal structure by utilizing identical or substantially similar exterior materials and colors.
4. ~~Regarding the walkway connection to the public sidewalk, one of the following options shall be pursued: (1) the accessible connection shall be relocated such that it is more centrally located along the site frontage; or (2) an additional non-ADA walkway shall be added to better serve walk-in traffic emanating from the south.~~ **Two walkways between the building and the public sidewalk shall be constructed as shown on the revised plan.**
5. Crosswalk(s) across vehicular drive aisles shall consist of differing material consistent with **Section 1149.07(e)(7)(B)**.
6. Off-site and shared-use parking normally requires Conditional Use approval pursuant to **Section 1149.03(c)**. This approval does not preclude the possibility of revocation in the future should it become apparent that insufficient parking capacity is posing challenges, or is resulting in a public health or safety concern, affecting adjoining properties and/or the public right-of-way. Revocation of the approval is possible pursuant to **Section 1147.02(e)** of the Oxford Zoning Code.
7. A six (6) foot tall board-and-batten fence **shall be installed in the northeastern area as shown on the revised plan.** ~~, or other sound and light mitigating fencing, shall be included along property lines within the northeastern area of the site, as approved by staff.~~

Staff recommends accepting the recommendation of the Planning Commission.

ORDINANCE NO.

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT APPLICATION TO ALLOW FOR THE ESTABLISHMENT OF A RESTAURANT USE EXCEEDING THE OXFORD ZONING CODE'S MAXIMUM PARKING LIMIT AT 5000 COLLEGE CORNER PIKE, OXFORD, OHIO 45056, WITH CONDITIONS.

WHEREAS, the Planning Commission met pursuant to Oxford Codified Ordinance Section 1147.02 on February 14, 2023, for the purpose of considering the request of Waffle House Inc., c/o Walter Barineau, Applicant/Agent, for a Conditional Use permit to allow for the establishment of a new restaurant use exceeding the Oxford Zoning Code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio 45056; and

WHEREAS: the Planning Commission, after a public hearing and discussion, voted and approved a motion recommending approval of the Conditional Use permit application to allow for the establishment of a new restaurant use exceeding the Oxford Zoning Code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio 45056 with the following conditions:

- a) A waiver to Section 1151.05(a)(3)(A) is hereby granted to allow for up to three (3) total signs on the site as opposed to two (2), provided the installed signs conform to submitted plans in terms of design, scale and placement.
- b) Plans submitted for Building Permit approval shall conform to the submitted "Proposed Waffle House" architectural elevations dated 12/7/2022. Exterior materials, colors, and architectural elements such as awnings and lighting shall be consistent with these elevations.
- c) Consistent with Section 1141.04(j)(3)(D), the refuse enclosure shall be compatible with the principal structure by utilizing identical or substantially similar exterior materials and colors.
- d) Regarding the walkway connection to the public sidewalk, one of the following options shall be pursued: (1) the accessible connection shall be relocated such that it is more centrally located along the site frontage; or (2) an additional non-ADA walkway shall be added to better serve walk-in traffic emanating from the south.
- e) Crosswalk(s) across vehicular drive aisles shall consist of differing material consistent with Section 1149.07(e)(7)(B).
- f) Off-site and shared-use parking normally requires Conditional Use approval pursuant to Section 1149.03(c). This approval does not preclude the possibility of revocation in the future should it become apparent that insufficient parking capacity is posing challenges, or is resulting in a public health or safety concern, affecting adjoining properties and/or the public right-of-way. Revocation of the approval is possible pursuant to Section 1147.02(e) of the Oxford Zoning Code.
- g) A six (6) foot tall board-and-batten fence, or other sound and light mitigating fencing, shall be included along property lines within the northeastern area of the site as approved by staff.; and

WHEREAS: the applicant has since taken steps to revise the corresponding site plan to accommodate Planning Commission requests for a second walkway between the building and public sidewalk, as well as fencing in the northeastern area of the site to provide additional screening/shielding from neighboring properties.

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

SECTION 1: Council hereby accepts the recommendation report submitted by the Planning Commission and incorporates the same herein with appropriate revisions as recommended by staff, and further grants the request for a Conditional Use permit to allow for the establishment of a new restaurant use exceeding the Oxford Zoning Code's maximum parking limit at 5000 College Corner Pike, Oxford, Ohio 45056 with the following conditions:

- a) A waiver to Section 1151.05(a)(3)(A) is hereby granted to allow for up to three (3) total signs on the site as opposed to two (2), provided the installed signs conform to submitted plans in terms of design, scale and placement.
- b) Plans submitted for Building Permit approval shall conform to the submitted "Proposed Waffle House" architectural elevations dated 12/7/2022. Exterior materials, colors, and architectural elements such as awnings and lighting shall be consistent with these elevations.
- c) Consistent with Section 1141.04(j)(3)(D), the refuse enclosure shall be compatible with the principal structure by utilizing identical or substantially similar exterior materials and colors.
- d) Two walkways between the building and the public sidewalk shall be constructed as shown on the revised plan.
- e) Crosswalk(s) across vehicular drive aisles shall consist of differing material consistent with Section 1149.07(e)(7)(B).
- f) Off-site and shared-use parking normally requires Conditional Use approval pursuant to Section 1149.03(c). This approval does not preclude the possibility of revocation in the future should it become apparent that insufficient parking capacity is posing challenges, or is resulting in a public health or safety concern, affecting adjoining properties and/or the public right-of-way. Revocation of the approval is possible pursuant to Section 1147.02(e) of the Oxford Zoning Code.
- g) A six (6) foot-tall board-and-batten fence shall be installed in the northeastern area as shown on the revised plan.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: JASON BRACKEN/DAVID PRYTHERCH

PREPARED BY: LAW (STAFF)



Community Development Department
Planning Commission Action Letter
513-524-5204

February 15, 2023

Walter Barineau
Waffle House Inc.
5986 Financial Drive
Norcross, GA 30071

VIA EMAIL:
walterbarineau@wafflehouse.com

RE: PC-2022-12, 5000 College Corner Pike, CONDITIONAL USE, exceeding 150% maximum parking, Waffle House, Inc., Applicant/Agent

Dear Mr. Barineau:

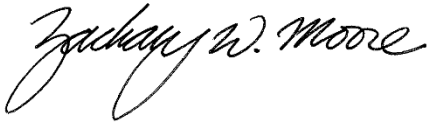
On February 14, 2023, the City of Oxford Planning Commission voted 6-1-0 to recommend **approval** of your request for a Conditional Use at 5000 College Corner Pike for a new Waffle House restaurant with off-street parking exceeding the maximum allowable by Code, subject to the following conditions:

1. A waiver to **Section 1151.05(a)(3)(A)** is hereby granted to allow for up to three (3) total signs on the site as opposed to two (2), provided the installed signs conform to submitted plans in terms of design, scale and placement.
2. Plans submitted for Building Permit approval shall conform to the submitted "Proposed Waffle House" architectural elevations dated 12/7/2022. Exterior materials, colors, and architectural elements such as awnings and lighting shall be consistent with these elevations.
3. Consistent with **Section 1141.04(j)(3)(D)**, the refuse enclosure shall be compatible with the principal structure by utilizing identical or substantially similar exterior materials and colors.
4. Regarding the walkway connection to the public sidewalk, one of the following options shall be pursued: (1) the accessible connection shall be relocated such that it is more centrally located along the site frontage; or (2) an additional non-ADA walkway shall be added to better serve walk-in traffic emanating from the south.
5. Crosswalk(s) across vehicular drive aisles shall consist of differing material consistent with **Section 1149.07(e)(7)(B)**.
6. Off-site and shared-use parking normally requires Conditional Use approval pursuant to **Section 1149.03(c)**. This approval does not preclude the possibility of revocation in the future should it become apparent that insufficient parking capacity is posing challenges, or is resulting in a public health or safety concern, affecting adjoining properties and/or the public right-of-way. Revocation of the approval is possible pursuant to **Section 1147.02(e)** of the Oxford Zoning Code.
7. A six (6) foot tall board-and-batten fence, or other sound and light mitigating fencing, shall be included along property lines within the northeastern area of the site (as identified with a yellow dashed line in Exhibit A on the following page), as approved by staff.

Unless otherwise notified, the Oxford City Council will hold a First Reading to consider the Conditional Use at an upcoming meeting on Tuesday, March 7, 2023, with a Second Reading and final vote occurring at the following meeting on Tuesday, March 21, 2023.

Should you have any questions related to this action, please contact the Community Development Department at 513-524-5204.

Respectfully,



Zachary Moore, AICP
City Planner / GIS Coordinator
zmoore@cityofoxford.org
513-524-5204

Cc: File

EXHIBIT A



Kate and Brian Currie
420 W. Vine St.
Oxford, OH 45056

Keena Lykins
411 W. Vine St.
Oxford, OH, 45056

Virgie Sharp
409 W. Vine St.
Oxford, OH 45056

February 6, 2023

Planning Commission
City of Oxford
15 South College Ave.
Oxford, OH 45056

Dear Members of Oxford Planning Commission:

We are writing to express our concern regarding the proposed construction of a Waffle House restaurant at 5000 College Corner Pike. We have serious concerns about the construction of a 24-hour restaurant at this site. Though it is zoned general business the lot is a grassy area on the edge of Mt. Olivet cemetery directly adjacent to the residential neighborhood on the west end of Vine Street. Our house at 420 W. Vine and our neighbor across the street at 411 W. Vine are the two last house on the end of Vine Street and thus closest to the proposed restaurant. We are very concerned about noise and light pollution, litter, pedestrian and automotive traffic, as well as the potential for behavior requiring police intervention at this location.

Light pollution is already a serious problem in this neighborhood and most of us who live here have struggled with the light spill over from KDS, Parkview Arms, and the Comfort Inn motel. The proposed signage as well as parking lot lighting are sure to be an additional source of light pollution in this residential area. We would ask that serious consideration be given to all means of curtailing light pollution from both building and parking lot lighting as well as from cars and trucks as they traverse the parking lot 24 hours a day. In addition, we ask that all measures possible be put in place to address the potential noise pollution from the business operation and traffic anticipated.

Litter generated from the business operation as well as that generated by the foot traffic going to and from the business is worrying.

The 400 block of West Vine Street has long had an issue with both pedestrian traffic going to and from Parkview Arms as well as automobile traffic from drivers who do not understand

there is no outlet and attempt to cut through to the Coldwell Banker office complex or to North 27. We can only imagine the presence of a 24-hour restaurant will drastically increase this existing problem.

We would ask that the Oxford police department be engaged with the planning and design of this site. 24-hour breakfast restaurants and Waffle House in particular are known to draw a crowd that tends to be intoxicated and sometimes volatile. In an article for the New York Times published January 25, 2023, Niela Orr noted,

"If there is a quintessential hub of subterranean America, it's Waffle House. Like many 24-hour enterprises, the chain tends to be associated with the cranked-up energy of its after-hours patrons, from long-distance truckers to inebriated clubgoers. It is a site of boundary-crossing and clashing, one of the last settings where people of truly different social milieus and motivations intersect, scrape and sometimes scrap — a twilight zone for the twilight set, the real-life analogue of a chaotic internet forum." This area of town is already a site that sees more than average need for police intervention. We have significant concerns about what the addition of a 24-hour restaurant into the mix of this already turbulent area might hold for the residences nearby. We imagine the restaurant hopes to see students navigating west of uptown when the bars close to patronize this establishment, which means an increase of intoxicated drivers and pedestrians in the early hours of the morning in a residential neighborhood. Finally, as noted in the above quote, Waffle House also tends to draw truck drivers which should also be considered when planning for parking, as well as light and noise mediation.

Thank you for your time and consideration.

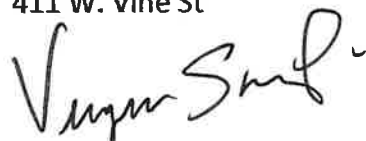
Sincerely,



Kate Currie
Brian Currie
420 W. Vine St



Keena Lykins
411 W. Vine St



Virgie Sharp
409 W. Vine St.



C-1 Family of Parishes

ST. MARY, OXFORD - VISITATION OF BVM, EATON - ST. MARY, CAMDEN - ST. JOHN, NEW PARIS

PREBLECOUNTYCATHOLICS.ORG

STMOX.ORG

EATON OFFICE PHONE: (937) 456-3395
EATON OFFICE ADDRESS:
407 E. MAIN ST / EATON, OH 45320

OXFORD OFFICE PHONE: (513) 523-2153
OXFORD OFFICE ADDRESS:
111 E. HIGH ST. / OXFORD, OH 45056

City of Oxford
15 South College Ave.
Oxford, OH 45056

Community Development Department
Re: Case No. PC-2022-12

To: Zachary Moore

Thank you for sending us the courtesy notice concerning the proposed Waffle House.

We have a request concerning the privacy of our future burial plots. If possible, could you extend the white spruce tree line south along the east property line, to a point near the northeast corner of the new building. This would help block the view of the dumpster and some parking.

Thank you for taking this under consideration. We have been making improvements to the cemetery. The addition of those trees would be appreciated by the family members that come to pay respects to their loved ones.

St. Mary Catholic Church/Mt. Olivet Cemetery

Fr. David Doseck, Pastor

Mark Leuthold, Mt. Olivet Board Member

Zachary Moore

From: Herron, Olivia <herronol@miamioh.edu>
Sent: Thursday, February 9, 2023 1:24 PM
To: Sam Perry; Zachary Moore
Cc: Avery Coates
Subject: Planning Commission - Waffle House

Dear Members of the Oxford Planning Commission:

We are writing to express our concern regarding the proposed construction of a Waffle House at 5000 College Corner Pike. As the closest residential property to the restaurant (411 W. Vine), we are worried that increases in foot traffic will result in pedestrians cutting through the dead end of West Vine and ultimately our backyard. While we appreciate the inclusion of evergreen trees to promote privacy, this does not discourage leaving the property from the back parking lot. We request that you encourage fencing at the rear of the property if possible.

Thanks,

Olivia Herron & Avery Coates

--



Olivia Herron

Director of Sustainability

Miami University

Physical Facilities

164G Cole Services Building

O: 513-529-3813

Pronouns: she/her





Internal Use Only:

Case No.

PC-2022-12

Date Filed

12/27/22

Conditional Use Permit Application

Applicant Information

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

Name * Waffle House, Inc - Walter Barineau

Mailing Address * 5986 Financial Dr.

City, State & Zip Code * Norcross, GA 30071

Telephone Number(s) * 678-427-0567

Email Address walterbarineau@wafflehouse.com

Owner Information

Name * Oxford Legacy, LLC

Mailing Address * 29 North Beech St.

City, State & Zip Code * Oxford, OH 45056

Telephone Number(s) * 513-523-6369

Email Address rob@bolintroy.com

Location and Lot Information

Location of Property * 5000 College Corner Pike (Parcel ID H4100015000084)

Legal Description * Grandview Subdivision #2, PB 1931, Pg. A (Parcel ID H4100015000084)

Zoning District * GB - General Business

Total Area * .5742 → Check One * Acres ☒ Square Feet ☐

Existing Use Description * Vacant

Proposed Use Description * 24 Hour Sit Down Restaurant

Submission Requirements and Documentation

From Section 1147.02(a)¹.

- (1) Contents of application for conditional use permit. Thirteen complete sets of all information shall be submitted with an application. The Zoning Administrator may modify this requirement based upon the type of materials included. Please contact the Zoning Administrator prior to submitting an application to discuss the submission requirement. If any information is submitted in color or on non-standard paper, more copies may be required.
- Application Fee.
 - Description of Use and Site.
 - A written, detailed description shall include the following information. A separate response is required for each subsection.
 - The name, mailing address, and telephone number of the applicant and the property owner.
 - If the applicant is not the owner, a statement from the owner that the applicant is entitled to apply on his or her behalf.
 - A legal description of the site, including all separate lots.

4. A description of the existing uses of the site.
 5. The zoning district in which the site is located.
 6. A description of the proposed use.
 - a. A description of operations, including type of goods sold, services performed, and expected number of customer, clientèle, delivery, and service vehicles.
 - b. The hours of operation.
 7. A narrative statement that evaluates the compatibility of the proposed use with the general vicinity and adjacent properties.
 - a. How the use is similar to or different from existing area uses and if there will be any interaction between the proposed use and existing uses.
 - b. How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.
 - c. If the use will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibration, or emissions.
 - d. How any potential negative effects on adjacent land will be mitigated.
 8. A statement about why the location proposed is more appropriate for the use than other locations.
 9. A statement of the necessity or desirability of the proposed use to the neighborhood or community.
 10. Separate, detailed statements that individually address each of the items listed as potential concerns for the proposed use.
 11. A list of the names and mailing addresses of all land owners within 200 feet of the site (see [next section](#)).
 12. Such other information regarding the proposed use, site, or surrounding area as may be pertinent to the application or required by Planning Commission.
- C. **Site Plan.** A scaled site plan shall include the following information in detail. The required information may be submitted on multiple site plans if inclusion of all information on a single plan makes it illegible or difficult to understand.
1. North arrow.
 2. Scale.
 3. Vicinity map.
 4. All existing and proposed lot lines within the site.
 5. Dimensions of all lots and of the entire site and any adjacent rights-of-way.
 6. Location, height, and use of all proposed and existing structures.
 7. Location and design of all proposed vehicle management areas.
 8. Location, size, and type of all proposed signs.
 9. Location, height, and type of all proposed screening and landscaping.
 10. Distances to residential zoning districts if within 1,000 feet.
 11. The use of land and location of structures on adjacent property and across adjacent rights-of-way.
 12. Other information as required by the Planning Commission.
- D. **Landscape Plan.** The plan shall demonstrate compliance with the requirements of Chapter 1148.
- E. **Elevations of proposed structures,** or typical elevations if structures are not yet designed, shall be required by the Zoning Administrator if the proposed location, height, or bulk of the structure is such that it may negatively affect an adjacent use.
- F. **Other.** Photographs of the existing use and its surroundings.

See Chapter 1147, *Conditional Uses*, for the full text, particularly 1147.03 for use-specific regulations¹.

Surrounding Property Owners

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

Planning Commission Review

From Section 1147.02(c)¹.

The Planning Commission shall base its review of a proposed Conditional Use upon the complete application, upon any staff report, and upon any relevant and credible testimony presented during the public hearing.

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

From Section 1147.02(c)(2) General Decision Standards¹. All Conditional Uses shall satisfy these General Decision Standards.

- A. The proposed use is in fact a Conditional Use appropriate for in the zoning district in which it is proposed.
- B. The use and site will satisfy the general intent of this Zoning Code.
- C. The use and site will be compatible with the general intent of the Comprehensive Plan.
- D. The size and shape of the site are sufficient for the proposed use.
- E. The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.
- F. The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.
- G. The only accessory uses will be directly related to the operation of the principal use and will not be operated independent of the principal use.
- H. The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.
- I. Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.
- J. The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.
- K. The site is designed so that on-site traffic and traffic accessing the site will not inappropriately impact the movement of traffic on adjacent public streets.
- L. Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
- M. Proposed construction will not result in the complete elimination of existing mature trees on the site. Effort shall be made to direct disturbance and construction around or away from existing mature trees without completely taking away use of the site or connectivity to existing infrastructure.
- N. All necessary permits and licenses for the Conditional Use and its operation have been or can be obtained for the use at the proposed location.

Fees & Receipt

The required fees are \$525.00 plus \$10.00 for postage. You may write a \$535.00 check payable to **City of Oxford**. You may also pay in-person using Visa, MasterCard, and Discover.

Sign and Date

Applicant Signature *



Date *

12/20/2022

Submit Application, Submission Requirements and Documentation, and Fees

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

Send or drop off this application with required plans and documentation as attachments and a check for fee and postage made payable to **City of Oxford**, to Community Development Director, 15 South College Avenue, Oxford, OH 45056.

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

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

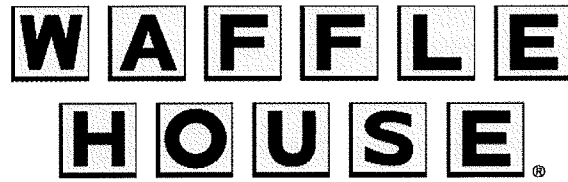
For Staff Use Only

Fee Paid Date *

Receipt Number *

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

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



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5986 FINANCIAL DRIVE, NORCROSS, GEORGIA 30071
(770) 729-5700

December 14, 2022

Mr. Zachary Moore, AICP
City Planner/GIS Coordinator
City of Oxford
15 S. College St.
Oxford, OH 45056

RE: Waffle House Restaurant
5000 US 27 (College Corner Pike)
Conditional Use Submittal

Dear Mr. Moore,

Through electronic submittal please find the following items in support of Waffle House, Inc's Application for Conditional Use approval of the construction of a 1760 SF 24 hour, diner style restaurant on Parcel H4100015000084 located on the north side of US 27 (College Corner Pike):

1. Executed Conditional Use Permit Application.
2. Signed Letter of Agency from property owner.
3. Engineered Civil Plan.
4. Signage Plans (wall and freestanding)
5. Landscaping Plan
6. Building Elevations, with details on architectural materials and colors to be utilized.
7. Processing fee (to be paid by credit card).

Project Narrative:

The applicant is proposing a 1760 sf, freestanding, 24 hour, diner style restaurant (Waffle House). The proposed site consists of a masonry one story building of medium parapet design containing a 36 seat restaurant. The building will have the necessary height and setback

articulation utilizing columns, parapets, and cornice treatments. In addition, gooseneck lights and accent striping will be added to “break-up” the side walls. The site will contain the necessary trash enclosure to match the building design and accommodate for recycling as well as refuse.

The site will be landscaped to meet the required code with proper shrubbery and trees with additional trees to buffer the adjacent residential property to the northeast.

Access to the property will be through an existing shared curb cut (via recorded easement included in the package) off of College Corner Pike. The site will have an asphalt parking lot with 23 total parking spaces. There will be a bike rack large enough for 4 bicycle parking spaces. There will be a concrete sidewalk connecting to the sidewalk along College Corner Pike that meets ADA requirements. Waffle House does not anticipate any changes to the existing curb cut due to the fact that the International Traffic Engineers Trip Generation Manual, 11th edition classifies this use as a High Turnover Sit Down Restaurant. Based on the size of the building and the classification, the number of added peak hour trips will be approximately 18. In addition, since Waffle House is a breakfast-oriented restaurant, the peak hours of operation do not occur with the peak hours of typical traffic.

The signage for the Project will include a 36 sf monument that is 6 ft. tall. The building signage proposed is a 30 sf channel cut sign across the front of the building facing College Corner Pike and a 4 sf medallion sign on the side of the building facing the drive aisle and entrance.

The parking lot will be lit with cutoff fixtures to meet the requirement of the code. There is a photometric plan provided that shows the light distribution across the site.

Code Waivers Required:

1. Section 1149.05(a) provides that the maximum number of off-street parking spaces is limited to no more than 150% of the minimum unless approved by Conditional Use Permit.

The minimum number of spaces calculated to be allowed by code is 12. Therefore, the maximum allowed would 18. The proposed number per the site plan is 23. There are an additional 5 spaces is being requested. We believe this is necessary due to the unique nature of Waffle House’s specific use. Waffle House does not have a drive thru and all meals are cooked to order and served by wait staff. While we are quick serve, there is a need for parking for employees (as many as 5 wait staff, two cooks, and a manager) and customers. The restaurant has 34 seats and a waiting area that accommodates approximately 7 customers. In addition, while the College Corner Pike area is near downtown and campus, it is far enough away that the main mode of transportation is automobile. We are providing bike racks as an option but expect most of our customers and employees to arrive by car. Thus, the need for the additional spaces. In addition, with nearly 2000 restaurants, we at Waffle House have found that our restaurants that can park 20-30 cars are our most successful and accommodate our customer base the best.

Finally, I believe this request is in keeping with other nearby restaurants (Burger King, Wendy's, Bob Evans), especially once the drive thru adjustments are considered.

2. Section 1151.05 (3)(A)(1) provides that no more than a total of two (2) wall or freestanding signs are permitted per site for a Single Tenant site.

This application proposes a freestanding sign of 36 sf at six(6) ft. tall and wall signs of 30 sf facing College Corner Pike and a 4 sf medallion sign facing the private access road to the west. This is a total of three signs, but we feel the added medallion sign provides accent over the entrance to the restaurant. In addition, the private access road effectively puts this site as a corner site and the medallion will face the main entrance off of College Corner Pike. Finally, with a total front footage of approximately 193 ft, the total allowable signage is 396 sf. This proposal, with the third medallion sign, calls for a total of 70 sf of signage. Therefore, even with the third sign we are far below the allowable limit.

Please place this item on the February 14, 2023 Planning Commission Meeting agenda. Should you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

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

Walter Barineau
Real Estate Director – Waffle House, Inc.

LETTER OF AGENCY

To Whom It May Concern:

Please be advised that

Waffle House, Inc. - Walter Barineau

(Applicant Name)

has permission to represent our interest with the City of Oxford regarding

Conditional Use Permit for Parcel ID H4100015000084

(Application Description)

located at

5000 College Corner Pike

(Property Address/Location)

Thank you,

L. Robert Bolin

(Property Owner Printed Name – must be a person)

Oxford Legacy, LLC

(Property Owner Company Name – if applicable)

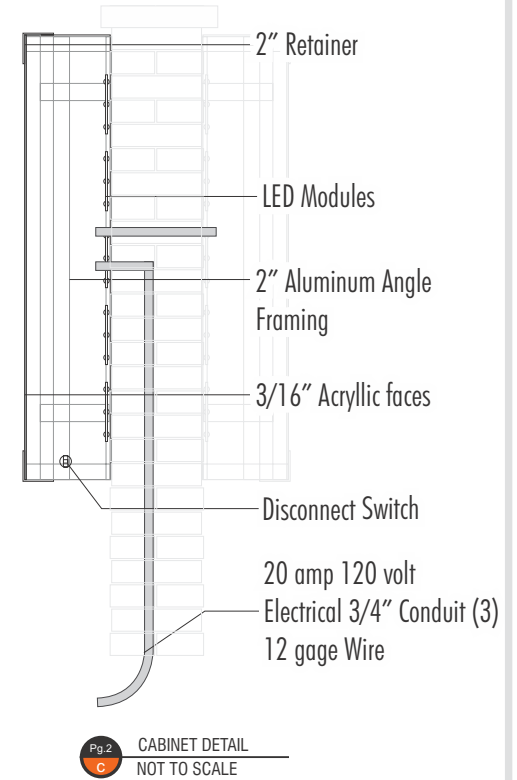
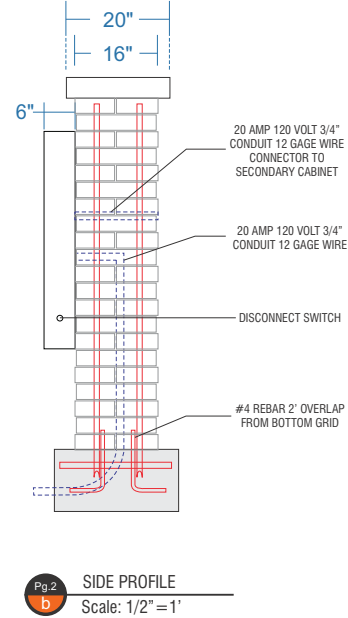
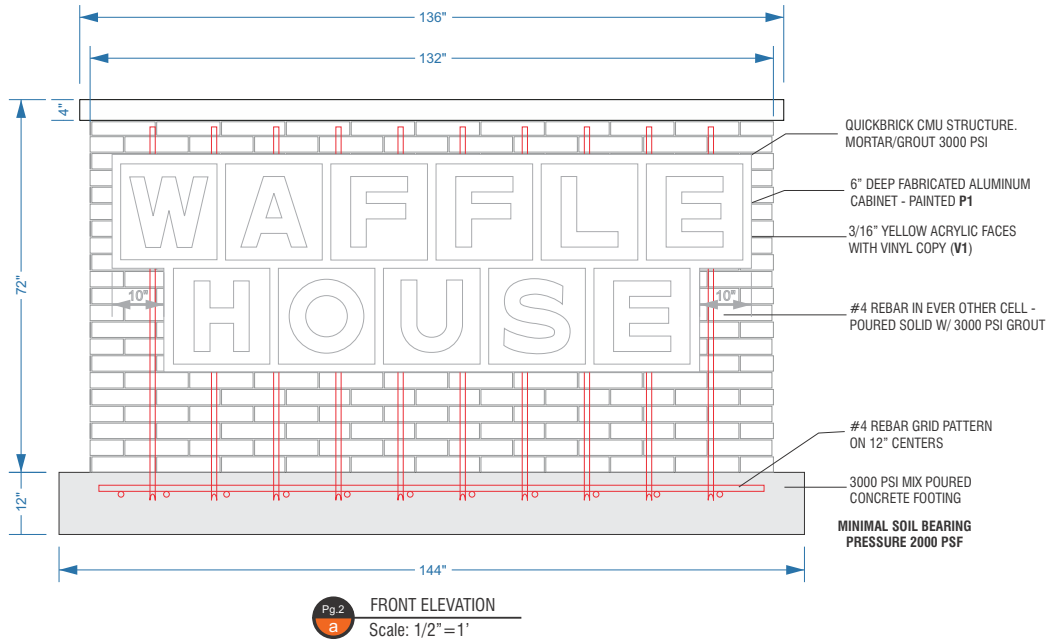


(Property Owner Signature – must correspond to printed name above)

12/8/2022

(Date)

SIGN TYPE: MONUMENT DETAIL



 	SINGLE FACED CABINET		WET LOCATION
LED's GEWHSFSP3 - 71K - SINGLED SIDED POWER SUPPLY GEPS12 - 12V POWER SUPPLY	CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.		
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.			

P1 SHERWIN WILLIAMS 6258 "TRICORN BLACK" (GLOSS FINISH)

V1 VINYL - GLOSS BLACK



5198 NORTH LAKE DRIVE
LAKE CITY, GA 30260
404-361-3800
FAX 404-361-7038
WWW.CLAYTONSIGNS.COM

DATE - 10 / 14 / 2022

SIGN TYPE

MONUMENT

CLIENT

WAFFLE HOUSE
OXFORD, OH

REVISIONS:

REVISION # - DATE

DESIGNER Nathan Diffie

ACCOUNT REP. NAME

SCALE: AS INDICATED

DRAWING FILE NAME
O:\Nathan Diffe\ WAFFLE HOUSE \ OXFORD, OH \
WAFFLE HOUSE OXFORD, OH MONUMENT
SIGN - 10 14 22.CDR

DRAWING
STATUS:



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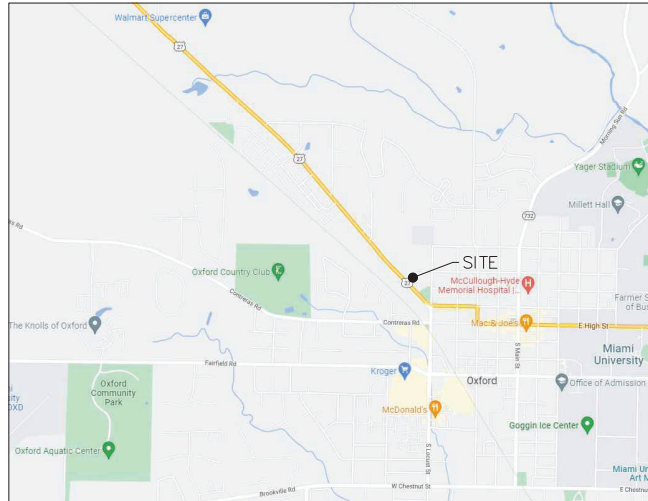
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AGE
2

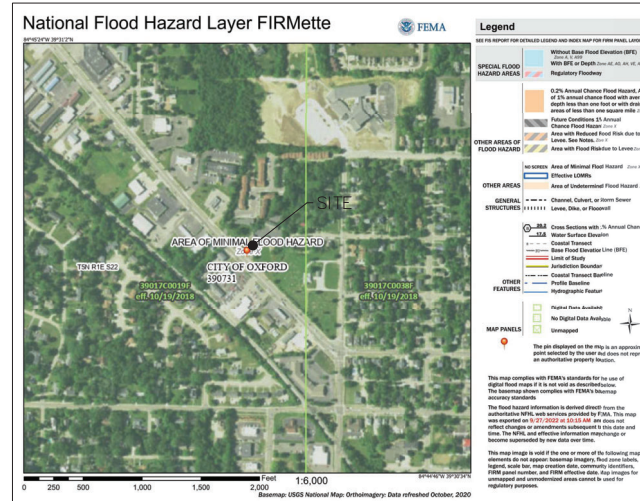
WAFFLE HOUSE

OXFORD, OH

EAST OF 5020 US-27,
OXFORD, OH 45056



VICINITY MAP
N.T.S.



FEMA MAP
N.T.S.

GENERAL NOTES:

CONTRACTOR'S RESPONSIBILITY TO INCLUDE, BUT NOT LIMITED TO:

1. CAUSE THE WORK TO BE COMPLETED PER FEDERAL, STATE AND LOCAL CODES DURING ALL PHASES OF THE PROJECT.
2. VERIFY THE EXISTING CONDITIONS ON WHICH THE PROJECT DESIGNS (ALL PHASES) ARE BASED AND BECOME FAMILIAR WITH ALL NECESSARY INFORMATION, WHETHER ON THE SUBJECT TRACT OR ADJACENT PROPERTIES. IF UNKNOWN CONDITIONS ARE DISCOVERED WHICH AFFECT THE SCOPE AND DELIVERY OF THE PROJECT, THE CONTRACTOR IS TO PROVIDE IMMEDIATE WRITTEN NOTIFICATION TO THE ENGINEER.
3. COORDINATE WITH UTILITY PROVIDERS TO CONFIRM THE LOCATION OF EXISTING AND PROPOSED SERVICES WILL BE ADEQUATE FOR THE DEVELOPMENT. THE ENGINEER DOES NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THE EXISTING UTILITY LOCATIONS AND PROPOSED LOCATIONS ARE APPROXIMATE IN NATURE.
4. CONSTRUCTION LIMITS SHALL BE PROPERLY MARKED AND BARRIERS CREATED AS NECESSARY TO PROTECT CONSTRUCTION PERSONNEL, AS WELL AS THE PUBLIC, OSHA AND ALL OTHER GOVERNING STANDARDS.
5. PROVISION OF ALL NECESSARY WORK IN ORDER TO CAUSE THE PROJECT TO BE COMPLETED WHETHER OR NOT THE WORK IS SPECIFICALLY DESCRIBED WITHIN THE PROJECT DESIGNS OR REQUIRED BY REGULATION IN THE COURSE OF WORK.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES DURING ALL PHASES OF THE PROJECT.
7. DEMOLITION RESPONSIBILITIES:
 - A. CONSTRUCTION DEBRIS AND REFUSE RESULTING FROM DEMOLITION SHALL BE REMOVED FROM THE CONSTRUCTION LOCATION UNDER MEANS THAT ADHERE TO FEDERAL, STATE AND LOCAL REGULATIONS. UNDER NO CIRCUMSTANCES SHALL REFUSE MANAGEMENT COMPROMISE THE DELIVERY SCHEDULE OR QUALITY OF THE PROJECT.
 - B. FEDERAL, STATE AND LOCAL REGULATIONS SHALL BE ADHERED TO AT ALL TIMES DURING DEMOLITION.
 - C. PRIOR TO DEMOLITION COMMENCEMENT, CONTACT LOCAL "CALL DIG" SERVICES.
 - D. PROPER SHORING AND BRACING SYSTEMS SHALL BE UTILIZED FOR ALL EXCAVATIONS AT ALL TIMES. COMPLETELY FILL ALL EXCAVATIONS AT THE END OF EACH DAY.
 - E. BURNING OF MATERIALS IS PROHIBITED EXCEPT BY PROPER PERMIT FROM GOVERNING AGENCY.
 - F. EXISTING AND REMAINING FACILITIES, WHETHER ON THE PROPERTY OR ON ADJACENT PROPERTIES, SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITIONS. IF DISTURBED, THESE STRUCTURES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
 - G. EROSION CONTROL MEASURES DURING DEMOLITION PHASE SHALL BE MAINTAINED AT ALL TIMES DURING ALL PHASES OF THE PROJECT, FOR FEDERAL, STATE AND LOCAL CODES. NO EARTHMOVING OR DISTURBANCE SHALL BE CAUSED TO HAPPEN UNTIL ALL APPROPRIATE MEASURES HAVE BEEN PUT INTO PLACE.

24-HOUR EMERGENCY CONTACT:

DAVID MITCHELL
CELL: (618) 873-8842
EMAIL: DAVIDMITCHELL@WAFFLEHOUSE.COM

OWNER / DEVELOPER

NAME: WAFFLE HOUSE
ADDRESS: 5086 FINANCIAL DRIVE, NORCROSS, GA 30071
PHONE: 770-729-5700
CONTACT: WALTER BARRIEAU
EMAIL: WALTERBARRIEAU@WAFFLEHOUSE.COM

ENGINEER

NAME: CONTINUED GROUP, LLC
ADDRESS: 755 COMMERCE DRIVE, SUITE 800,
DECATUR, GA 30030
JUAN DEL RIO
PHONE: 404-389-5192
EMAIL: JUAN@CONTINUEDGROUP.COM

PROJECT NARRATIVE:

THE PROPOSED DEVELOPMENT CONSISTS IN THE CONSTRUCTION OF A NEW WAFFLE HOUSE BUILDING WITH PARKING AREAS AND ASSOCIATED UTILITIES TO SERVE THE RESTAURANT.

SHEET INDEX

C01	COVER SHEET
C02	SITE PLAN
C03	GRADING PLAN
C04	UTILITY PLAN
C05	INITIAL & FINAL EROSION CONTROL PLAN
C06	DETAILS 1
C07	DETAILS 2
LS-1	LANDSCAPE PLAN (BY OTHERS)
P-1	LIGHTING PLAN (BY OTHERS)
S1	SURVEY (BY OTHERS)



CONTINUED GROUP
755 COMMERCE DRIVE
SUITE 800
DECATUR, GA 30030
770.335.9403
www.cgroup.com



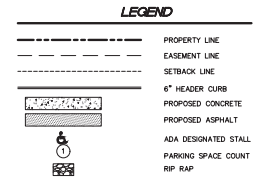
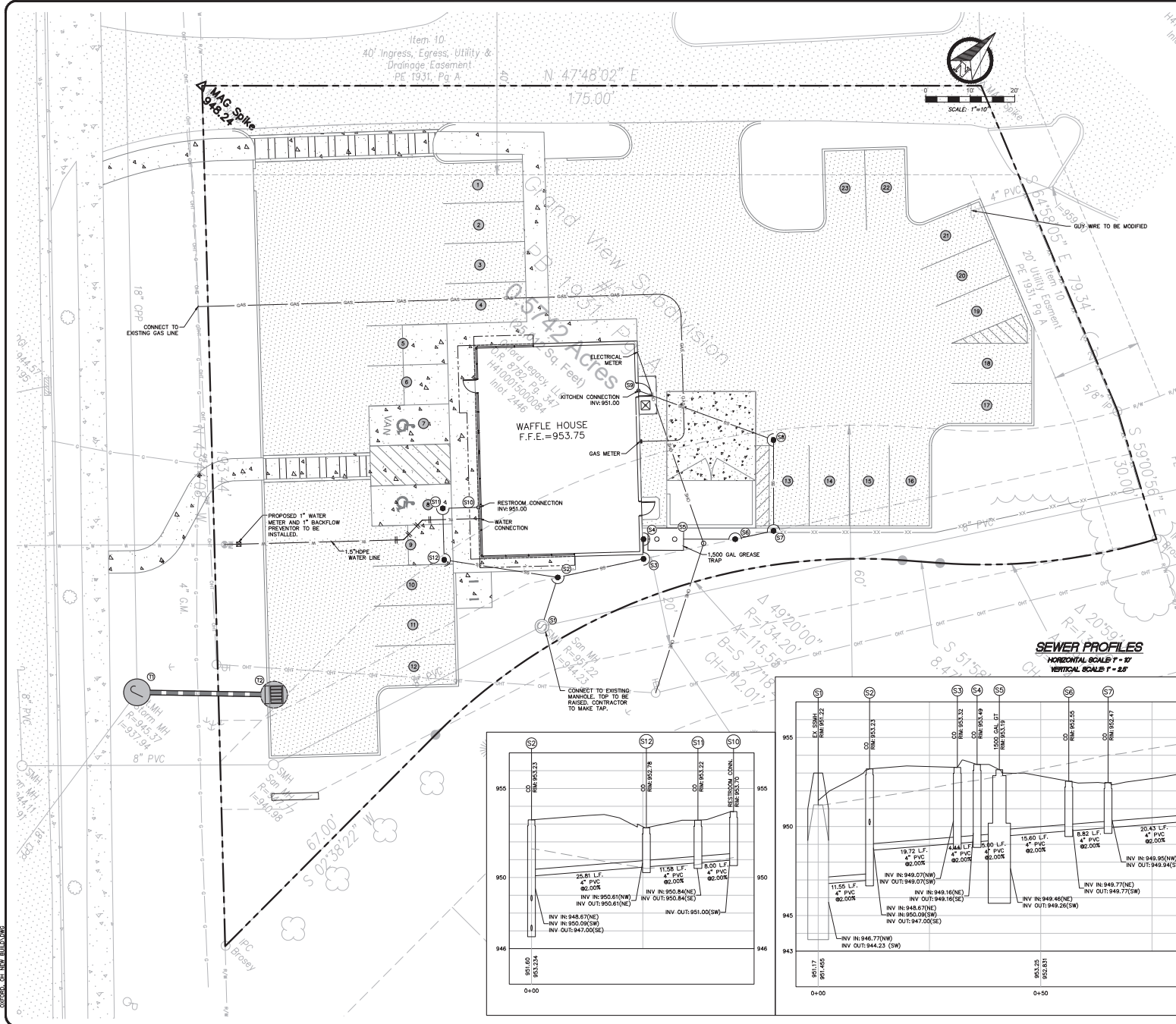
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WAFFLE HOUSE
"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"
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(770) 729-5700

WAFFLE HOUSE
OXFORD, OH
ISSUED FOR: CONSTRUCTION
JURISDICTION: CITY OF OXFORD
LOCATION: EAST OF 5020 US-27,
OXFORD, OH 45056

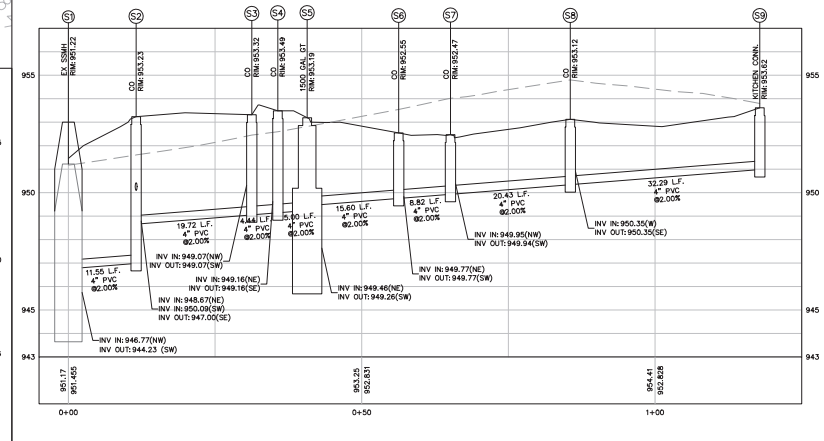
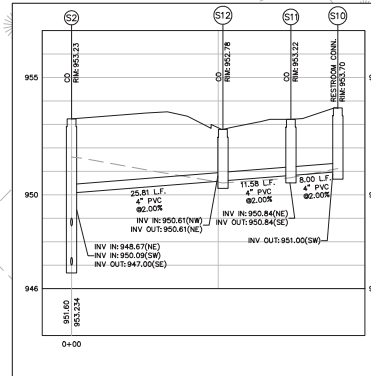
#	DATE	REVISIONS
1	12/16/23	CONTRACT ADDRESS
2	02/24/24	CONTRACT ADDRESS

DRAWN: CDB
CHECK: JPDR
JOB NO: 22-330
DATE: 10/18/22

COVER
SHEET C01



- UTILITY NOTES:**
- PRIOR TO WORK COMMENCEMENT, CONTRACTOR IS TO CONTACT LOCAL "CALL BEFORE YOU DIG" SERVICES FOR LOCATION OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK, WHICH INCLUDES, BUT NOT LIMITED TO, RELOCATION OF UTILITIES ALONG ROADWAYS AND OFFSITE IMPROVEMENTS IN ORDER TO DELIVER THE PROJECT.
 - ALL UTILITY WORK SHALL BE IN ACCORDANCE WITH GOVERNING LOCAL STANDARDS, LATEST EDITION.
 - CONTRACTOR SHALL UTILIZE SCHEDULE 40 PVC OR DUCTILE IRON PIPE FOR ALL SEWER SYSTEMS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ANY FINAL AS-BUILTS AND EASEMENT PLATS.
 - CONTRACTOR TO DELIVER ALL WATER AND SEWER SYSTEMS WITH A MINIMUM OF 10' HORIZONTAL AND 2' VERTICAL SEPARATIONS.
 - BUILDING CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL ELECTRICAL SERVICES TO THE BUILDING, WHICH INCLUDES, BUT NOT LIMITED TO, TRANSFORMERS, TRANSFORMER PADS, METERS, ETC.
 - CONTRACTOR SHALL COMPARE ALL CIVIL AND BUILDING PLAN SETS PRIOR TO CONSTRUCTION. THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED OF ANY UTILITY DISCREPANCIES.



CONTINIO GROUP
 755 COMMERCE DRIVE
 SUITE 800
 DECATUR, GA 30030
 770.335.9403
 www.fcj-engineers.com

WAFFLE HOUSE
 5986 Financial Drive, Norcross, GA 30071
 (770) 729-5700

WAFFLE HOUSE
 OXFORD, OH

ISSUED FOR: CONSTRUCTION
 JURISDICTION: CITY OF OXFORD
 LOCATION: EAST OF 5020 US-27,
 OXFORD, OH 43056

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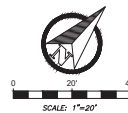
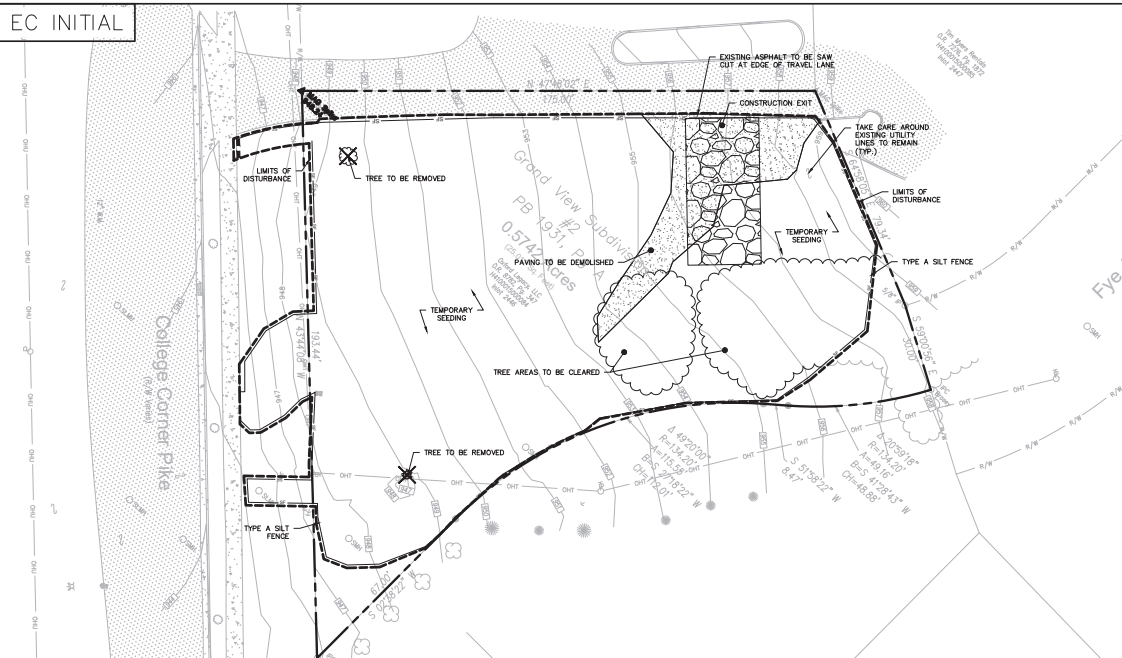
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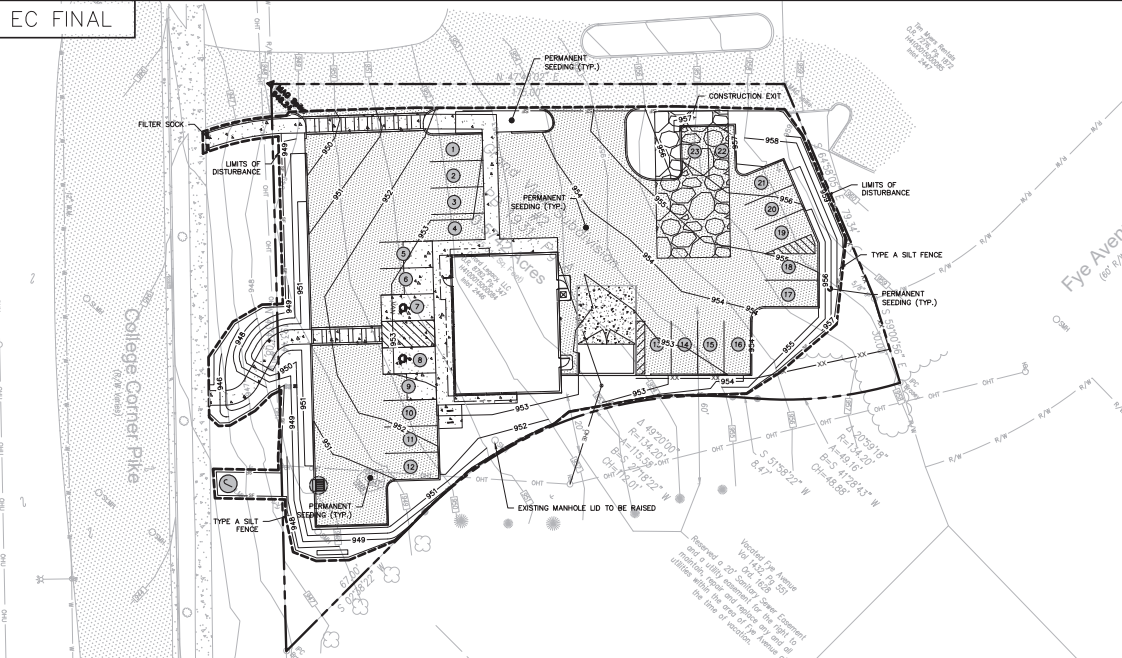
UTILITY PLAN

SHEET **C04**

EC INITIAL



EC FINAL



24-HOUR EMERGENCY CONTACT:
DAVID MITCHELL (678) 873-6842

GPS LOCATION (DECIMAL DEGREES)
LATITUDE: N 39.520588
LONGITUDE: W -84.750689

SITE CALCULATIONS
TOTAL SITE AREA= 0.57 AC
TOTAL DISTURBED AREA= 0.44 AC

DEMO NOTES:

- ALL MATERIALS FROM DEMOLITION SHALL BE REMOVED FROM THE SITE BY THE GENERAL CONTRACTOR OR SUBCONTRACTOR UNLESS APPROVED FOR REUSE ON SITE BY THE STRUCTURAL, GEOTECHNICAL ENGINEERS AND GOVERNING AGENCIES.
- REMOVAL OF THE EXISTING STRUCTURES SHALL BE AS REQUIRED FOR THE PROJECT. THE MATERIALS REMOVED FROM THE SITE SHALL BE DISPOSED OF IN A PROPER AND LEGAL MANNER PER FEDERAL, STATE, AND OR LOCAL LAWS AND ORDINANCES.
- IF ANY HAZARDOUS MATERIALS ARE ENCOUNTERED, THE OWNER SHALL BE NOTIFIED. THOSE MATERIALS SHALL BE REMOVED AND DISPOSED OF IN A MANNER AS APPROVED BY ALL GOVERNING AGENCIES AND IN A LANDFILL OR DISPOSAL FACILITY LICENSED TO ACCEPT HAZARDOUS MATERIAL.
- PREDEMOLITION PHOTOGRAPHS SHALL BE TAKEN BY THE CONTRACTOR FOR OWNER, SHOWING EXISTING CONDITIONS OF THE SITE AND ADJACENT BUILDINGS TO REMAIN. PHOTOS SHALL INCLUDE DAMAGE TO FINISH SURFACES THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY DEMOLITION OPERATIONS.
- EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. ANY DAMAGE INCURRED DURING THE CONSTRUCTION SHALL BE RESTORED, RECONSTRUCTED OR REPLACED TO AT LEAST THEIR ORIGINAL CONDITION OR AS REQUIRED OR INSTATED BY FEDERAL, STATE, COUNTY, CITY OR LOCAL GOVERNING AGENCIES.
- IT IS THE RESPONSIBILITY OF CONTRACTOR TO INSPECT EACH DAY AND REMOVE ALL MUD, DIRT, GRAVEL, AND LOOSE MATERIALS DUMPED FROM THIS SITE. ON OTHER PROPERTIES, THE CONTRACTOR MUST CLEAN OR PICK UP DAILY IF NECESSARY. THE CONTRACTOR SHALL TRY TO REDUCE AROMINE DUST THROUGH OUT THE ENTIRE JOB. THIS MAY BE DONE BY WATERING DOWN AREAS AFFECTED BY THIS WORK.
- THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL DEVICES AS REQUIRED DURING DEMOLITION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER AND ALL UTILITY COMPANIES AND DEPARTMENTS 72 HOURS OR AS REQUIRED, BEFORE DEMOLITION IS TO START, TO VERIFY ANY UTILITIES THAT MAY BE PRESENT ON SITE. ALL VERIFICATIONS, LOCATIONS, SIZE AND DEPTHS SHALL BE MADE BY THE APPROPRIATE UTILITY COMPANIES OR DEPARTMENTS WHEN EXCAVATING AROUND OR OVER UTILITIES. THE CONTRACTOR MUST NOTIFY THE UTILITY COMPANY 50' A REPRESENTATIVE OF THE UTILITY MAY BE PRESENT DURING THE EXCAVATION TO INSTRUCT AND OBSERVE DURING THE PROCESS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED BEFORE STARTING DEMOLITION OPERATIONS. NO TRENCHES SHALL BE LEFT OPEN OVERNIGHT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PAY ALL FEDERAL, STATE, COUNTY, CITY AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL MAKE AN EFFORT TO SALVAGE ANY VEGETATION OR OTHER LANDSCAPING MATERIALS WHEN AND WHERE POSSIBLE. NOTIFY LANDSCAPE ARCHITECT AND OWNER OF RELOCATION AREA TO PREVENT ANY FUTURE ISSUES.
- ALL ASPHALT AND CONCRETE CUTS SHALL BE SMOOTH, CLEAN AND IN STRAIGHT LINES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE MADE TO CONCRETE THAT IS TO REMAIN AS PART OF THE NEW DEVELOPMENT.



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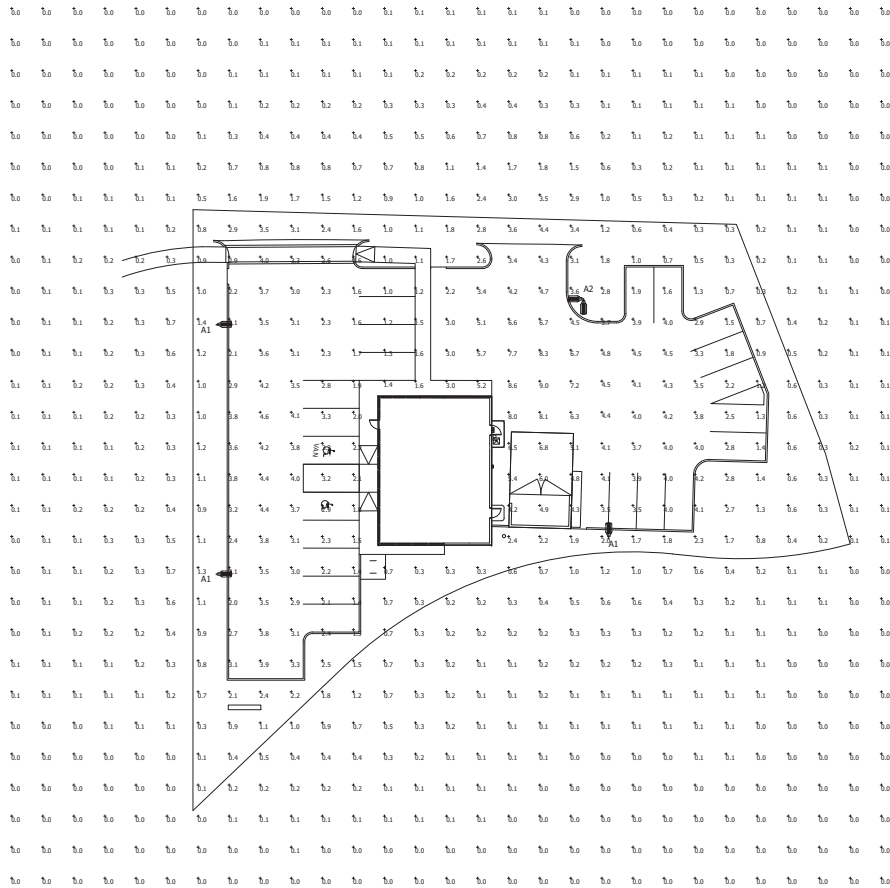
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WAFFLE HOUSE
OXFORD, OH
ISSUED FOR: CONSTRUCTION
JURISDICTION: CITY OF OXFORD
LOCATION: EAST OF 5020 US-27, OXFORD, OH 43056

#	DATE	REVISIONS
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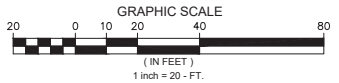
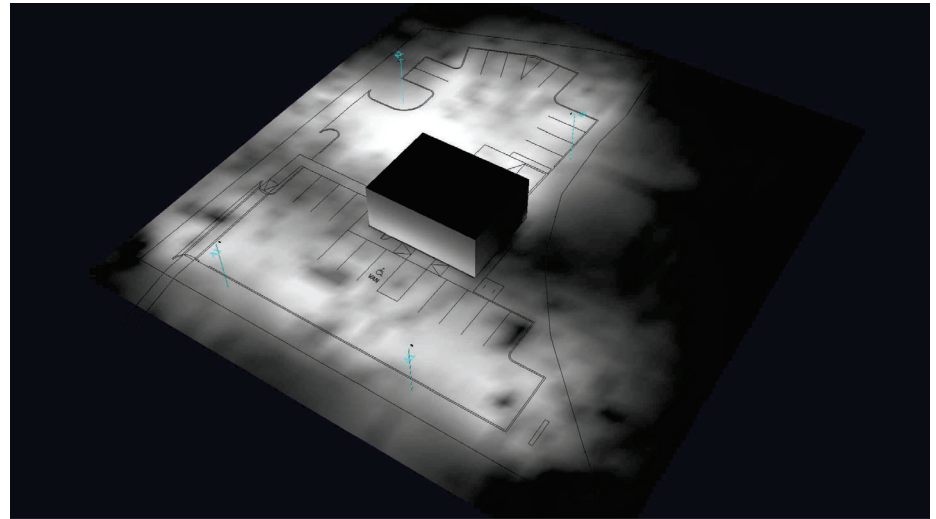
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JOB NO: 22-330
CHECK: JPDR
DATE: 10/18/22

EROSION CONTROL PLAN
SHEET C05

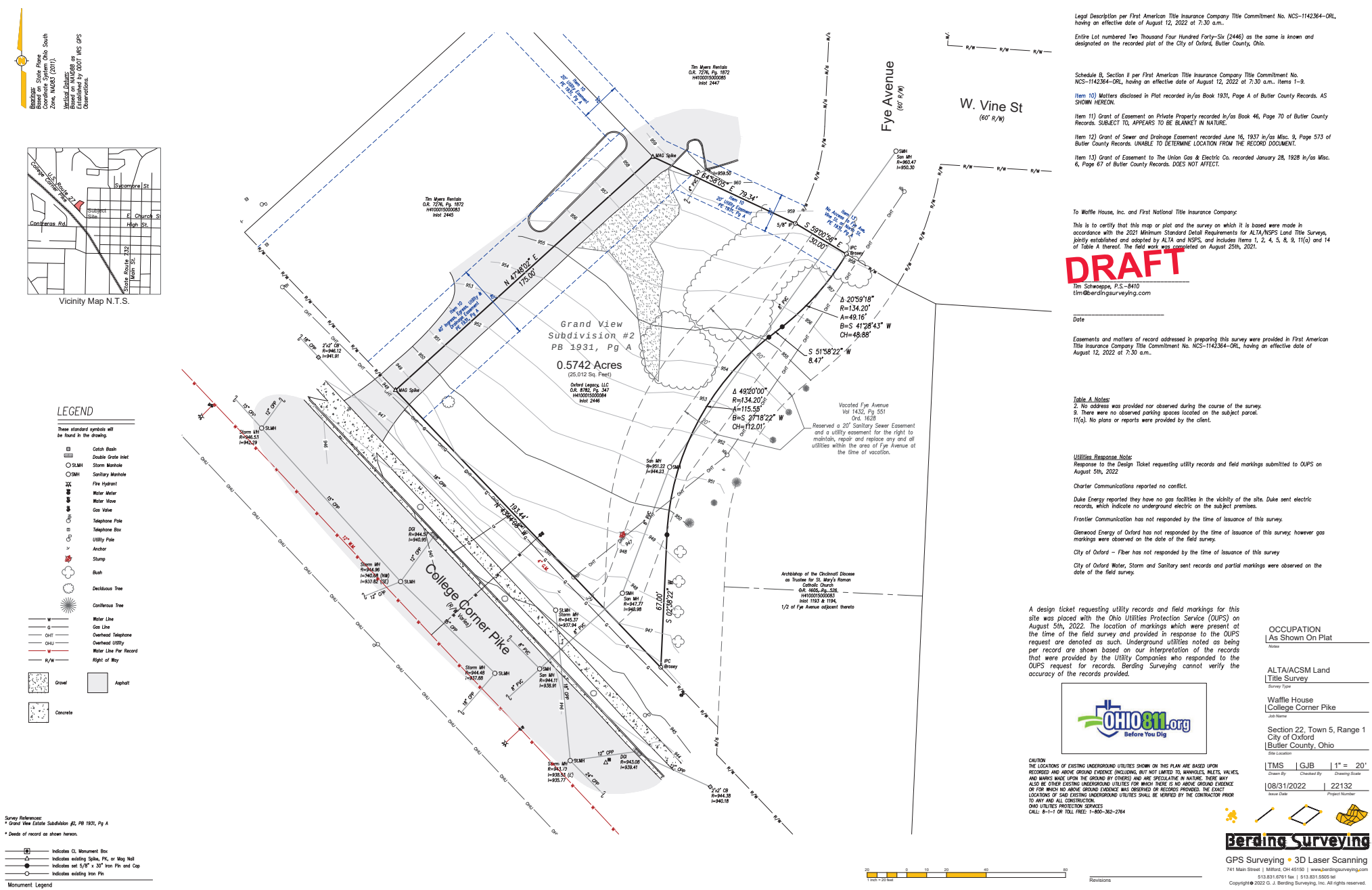


Luminaire Schedule							
Symbol	Qty	Label	Mounting Height	LLF	Lum. Lumens	Lum. Watts	Description
	3	A1	23' - 0" AFG	0.900	17653	135	ASL1-160L-135-5K7-4W-U
	1	A2	23' - 0" AFG	0.900	17653	135	ASL1-160L-135-5K7-4W-U
	1	B	12' - 0" AFG	0.900	2715	28	LC2-12LU-4K-4

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Area	Illuminance	Fc	0.92	9.0	0.0	N.A.	N.A.
Parking Area	Illuminance	Fc	3.53	9.0	1.0	3.53	9.00



1. THE LIGHTING DESIGN IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO CURRENT. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (PLS, LOCATION, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.			
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.			
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.			
TITLE: WAFFLE HOUSE OXFORD, OH SITE PHOTOMETRIC PLAN			
REVISED FROM DRAWING NUMBER(S) R1: 01/04/22		DATE: 01/04/22 SCALE: AS NOTED	
DESIGNED BY: DHK CHECKED BY: DHK DATE: 01/04/22 SCALE: AS NOTED		DRAWING DESIGN NO: A221177R1	



Boundary shown on Plat recorded in Butler County, Ohio, South Zone, NAB3 (2011).
Vertical Datum:
Based on NAVD83 at
Point 252
Elev. 107.207' NGPS
Observations.



LEGEND

These standard symbols will be found in the drawing.

- Catch Basin
- Double Gate Inlet
- SLMH Storm Manhole
- GWH Gas Manhole
- XX Fire Hydrant
- W Water Meter
- W Water Valve
- W Gas Valve
- Telephone Pole
- Telephone Box
- Utility Pole
- Anchor
- Slump
- Bush
- Deciduous Tree
- Coniferous Tree
- Water Line
- Gas Line
- Overhead Telephone
- Overhead Utility
- Water Line Per Record
- Right of Way
- Gravel
- Asphalt
- Concrete

Survey References:
* Grand View Estate Subdivision #2, PB 1931, Pg A
* Deeds of record as shown herein.

Monument Legend

- Indicates CL Monument Box
- △ Indicates existing Spike, PK, or May Nail
- Indicates set 5/8" x 30" Iron Pin and Cap
- Indicates existing Iron Pin

Legal Description per First American Title Insurance Company Title Commitment No. NCS-1142364-ORL, having an effective date of August 12, 2022 at 7:30 a.m.:

Entire Lot numbered Two Thousand Four Hundred Forty-Six (2446) as the same is known and designated on the recorded plat of the City of Oxford, Butler County, Ohio.

Schedule B, Section 8 per First American Title Insurance Company Title Commitment No. NCS-1142364-ORL, having an effective date of August 12, 2022 at 7:30 a.m. Items 1-9.

Item 10) Matters disclosed in Plat recorded in/as Book 1931, Page A of Butler County Records. AS SHOWN HEREON.

Item 11) Grant of Easement on Private Property recorded in/as Book 46, Page 70 of Butler County Records. SUBJECT TO, APPEARS TO BE BLANKET IN NATURE.

Item 12) Grant of Sewer and Drainage Easement recorded June 16, 1937 in/as Misc. 9, Page 573 of Butler County Records. UNABLE TO DETERMINE LOCATION FROM THE RECORD DOCUMENT.

Item 13) Grant of Easement to The Union Gas & Electric Co. recorded January 28, 1928 in/as Misc. 6, Page 67 of Butler County Records. DOES NOT AFFECT.

To Waffle House, Inc. and First National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS (Land Title Surveys), jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 5, 8, 9, 11(a) and 14 of Table A thereof. The field work was completed on August 25th, 2021.

DRAFT

Tim Schwespe, P.S.-8410
tim@berdingsurveying.com

Date _____

Easements and matters of record addressed in preparing this survey were provided in First American Title Insurance Company Title Commitment No. NCS-1142364-ORL, having an effective date of August 12, 2022 at 7:30 a.m.

Table A Notes:
2. No address was provided nor observed during the course of the survey.
9. There were no observed parking spaces located on the subject parcel.
11(a). No plans or reports were provided by the client.

Utilities Response Note:
Response to the Design Ticket requesting utility records and field markings submitted to OUPS on August 5th, 2022.

Charter Communications reported no conflict.

Duke Energy reported they have no gas facilities in the vicinity of the site. Duke sent electric records, which indicate no underground electric on the subject premises.

Frontier Communication has not responded by the time of issuance of this survey.

Cleveland Energy of Oxford has not responded by the time of issuance of this survey; however gas markings were observed on the date of the field survey.

City of Oxford - Fiber has not responded by the time of issuance of this survey.

City of Oxford Water, Storm and Sanitary sent records and partial markings were observed on the date of the field survey.

A design ticket requesting utility records and field markings for this site was placed with the Ohio Utilities Protection Service (OUPS) on August 5th, 2022. The location of markings which were present at the time of the field survey and provided in response to the OUPS request are denoted as such. Underground utilities noted as being per record are shown based on our interpretation of the records that were provided by the Utility Companies who responded to the OUPS request for records. Berding Surveying cannot verify the accuracy of the records provided.

OHIO811.org
Before You Dig

CAUTION
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON RECORDED AND ABOVE GROUND EVIDENCE (INCLUDING, BUT NOT LIMITED TO, MANHOLES, INLETS, VALVES, AND MARKS MADE UPON THE GROUND BY OWNERS) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED OR RECORDS PROVIDED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

OWN UTILITIES PROTECTION SERVICES
CALL: 8-1-1 OR TOLL FREE: 1-800-362-2764

OCCUPATION
As Shown On Plat

ALTA/ACSM Land Title Survey

Survey Type

Waffle House
College Corner Pike

Job Name

Section 22, Town 5, Range 1
City of Oxford
Butler County, Ohio

Site Location

1" = 20'

Drawn By _____ Checked By _____

10/31/2022 22132

Issue Date Project Number

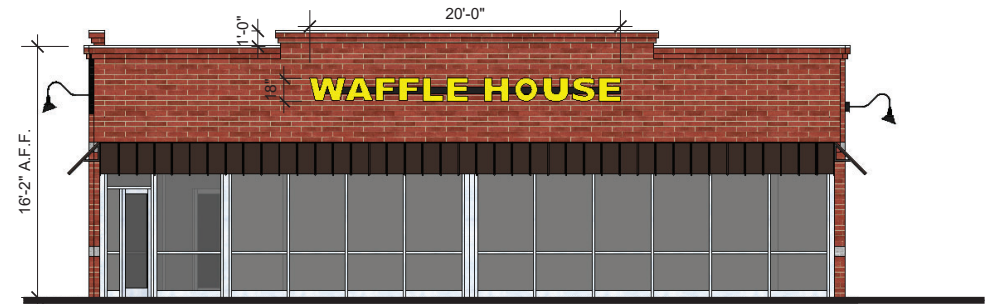
Berding Surveying

GPS Surveying • 3D Laser Scanning

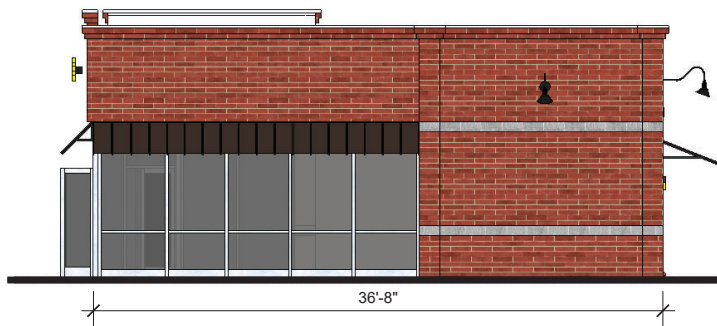
741 Main Street | Milford, OH 45150 | www.berdingsurveying.com
513.821.6761 fax | 513.821.5959 cell
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LEFT WALL
SCALE: 1/8" = 1'-0"



FRONT WALL
SCALE: 1/8" = 1'-0"



RIGHT WALL
SCALE: 1/8" = 1'-0"



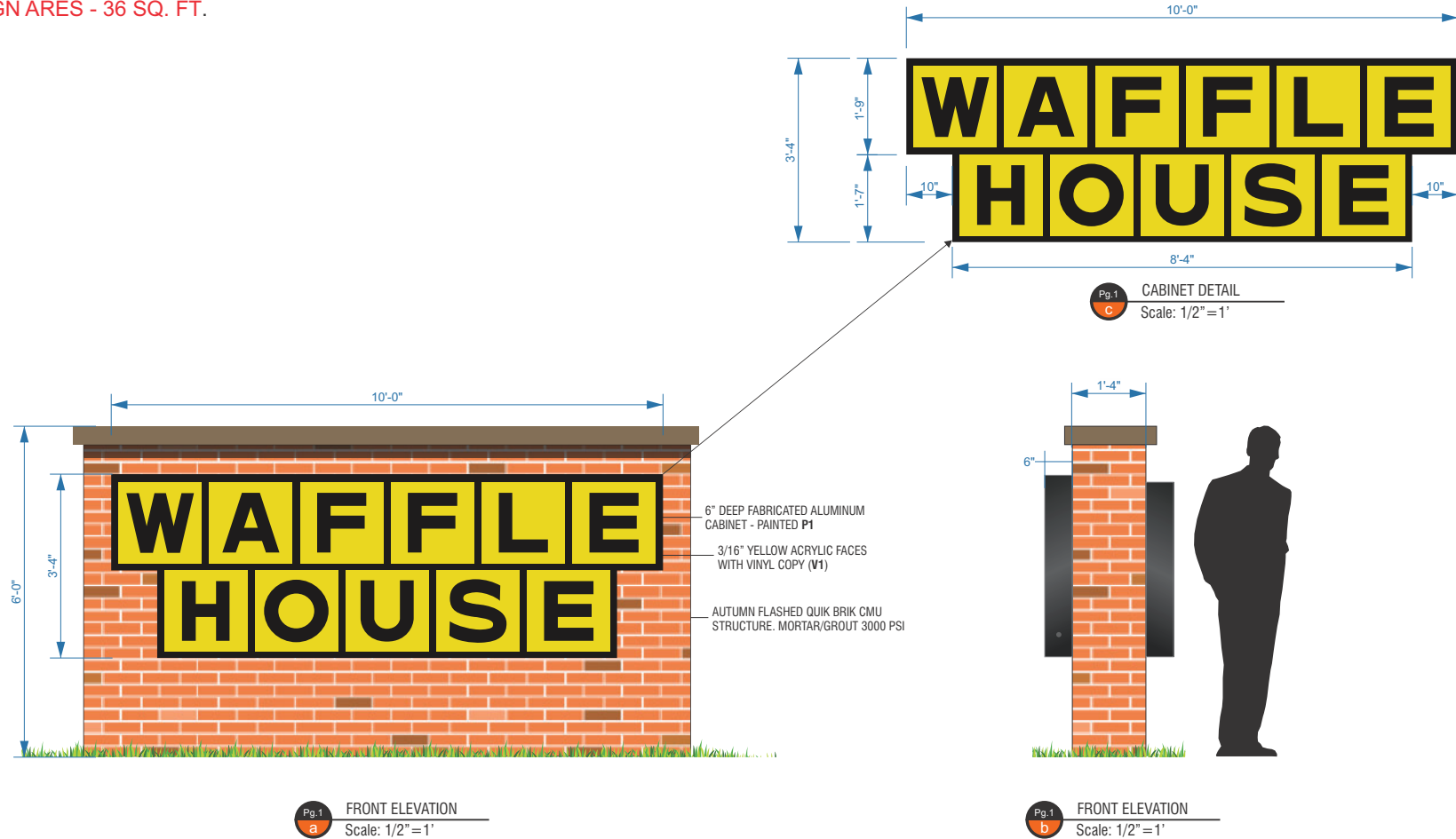
REAR WALL
SCALE: 1/8" = 1'-0"

BUILDING DESCRIPTION:

RIGHT HAND, MEDIUM PARAPET, DOUBLE STACK BUILDING
QUIK BRIK FLASHED "RICHFIELD BLEND" W/STEPPED CORNICE & RAISE PARAPET
SPLIT-FACE BLOCK GREY CMU ACCENT STRIPES
BRONZE STANDING-SEAM METAL AWNING
GOOSE-NECK LIGHTING



SIGN TYPE: 6' TALL MONUMENT
 DOUBLE-FACED, INTERNALLY ILLUMINATED
 QTY: 1 SIGN AREAS - 36 SQ. FT.



5198 NORTH LAKE DRIVE
 LAKE CITY, GA 30260
 404-361-3800
 FAX 404-361-7038
 WWW.CLAYTONSIGNS.COM

DATE - 10 / 14 / 2022
 SIGN TYPE
 MONUMENT

CLIENT
 WAFFLE HOUSE
 OXFORD, OH

REVISIONS:
 REVISION # - DATE

DESIGNER Nathan Diffie
 ACCOUNT REP. NAME

SCALE: AS INDICATED

DRAWING FILE NAME
 O:\ Nathan Diffie\ WAFFLE HOUSE \ OXFORD, OH \
 WAFFLE HOUSE OXFORD, OH MONUMENT
 SIGN - 10_14_22.CDR

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PAGE
 1

GRAND VIEW SUBDIVISION #2 PART OF LOT #1212, CITY OF OXFORD, BUTLER COUNTY, OHIO.

Scale 1"=40'

(Revised Dec. 1980)

Nov. 1980

For (Revised Feb. 1981)

ERNEST A. MYERS
909-137.

Approved by the City of Oxford Planning Commission on this
day of January 13, 1981.

Eoning Administrator

Approved and accepted by the City of Oxford Council by
Ordinance No. 1629 passed April 7, 1981.

Clerk of Council

Mayor

The accompanying plat is hereby consented to and accepted
by Miami University on July 20, 1981.

Secy., Board of Trustees, Miami University

Entered for transfer July 19, 1981

Transferred July 19, 1981

Deputy

Deputy

Deputy

Deputy

Deputy

Deputy

Deputy

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Deputy

Deputy

I hereby certify this plat to be a correct
return of a survey made by me. All monuments
placed as shown.

J. Paul Albert
J. Paul Albert, Reg. No. 2997.

We, the undersigned, being the owners and lien holders of 1.555 acres (67,715 sq. ft.)
of land situated in Lot #1212 in the City of Oxford, Butler County, Ohio
hereby certify that the accompanying plat is a subdivision of said
land to be known as GRAND VIEW SUBDIVISION #2; that the lots are in
the shapes and dimensions shown on said plat and that the roadway shown
is hereby dedicated to the perpetual use of the public according to the
law in such cases made and provided. All land to be dedicated as shown
to be free and unencumbered from mortgages and mechanics liens.

There are shown on said plat easements designated utility easements
(U.E.) which are provided for the construction, maintenance and operation
of poles, wires, conduits and the necessary attachments in connection
therewith for the transmission of electricity and for telephone and
other purposes for the construction and maintenance of surface and
underground storm water drains, pipe lines for supplying gas, water
heat and for any other public or quasi-public utility function together
with the necessary lateral connections and also the right of ingress
to and from said easements and to trim trees thereon as may be
necessary is hereby reserved for persons engaged in such operation
and maintenance.

Street construction shall be done by the developer along with
drainage work as shown on the preliminary plat and at the direc-
tion of the City of Oxford, Ohio. Monuments shall be placed
as shown on this plat.

In witness whereof the undersigned have hereunto set
their hands and seals this 7th day of April 1981.

witnesses:
Randy Wardrupp
Verna H. Horack

Ernest A. Myers
Eugene R. Myers

State of Ohio, County of Butler, S.S.

Be it known that on this 7th day of April 1981,
before me, a Notary Public, in and for said County,
personally came Ernest A. Myers and Gitzene
Myers, his wife, who acknowledged that they did sign
seal the foregoing instrument and that the same
is a free act and deed for the uses and purposes
therein mentioned.

Verna H. Horack
Notary Public, Butler County, Ohio

COVENANTS AND RESTRICTIONS

1. No access, with ingress or egress, is permitted between the real estate in
the subdivision and any other real estate.
2. There shall be no ingress or egress permitted between real estate in
the subdivision & U.S. Route 27 (College Corner Pike) until and unless express
approval of the entrance point engineering, construction and design has been
given in writing by the Engineer for the City of Oxford and then only one such
access point for ingress and egress shall be permitted between the real estate
in the subdivision & U.S. Route 27 (College Corner Pike) and that ingress and
egress shall be by means of that certain 40 foot access easement as same is
created and approved hereon.
3. The 40 foot easement shown hereon running between U.S. 27 (College
Corner Pike) and the southwest property line of subdivision Lot 2447
shall be for public access and use, ingress and egress, between U.S. 27
(College Corner Pike) and subdivision lots 2445, 2446 and 2447, but no use
of said easement for access purposes is permitted until the foregoing
covenants and restrictions requiring engineering approval has been
completed with fully said 40 foot easement is further expressly
reserved as a general drainage and utility easement for the
purposes of providing and permitting the installation and
maintenance of proper utility and drainage facilities and
structures. Maintenance of the easement as well as road
surface construction and maintenance shall be the shared
responsibility of the owners of subdivision lots 2445, 2446 and
2447.
4. These covenants and restrictions shall run in perpetuity
to the City of Oxford as well as to the owners of real estate
within said subdivision and the same are enforceable by the
City of Oxford, as well as individual property owners, and
cannot be waived, altered or modified without the express
and official consent of the Council of the City of Oxford.

Covenants and Restrictions printed hereon by J. Patrick Cogan, L.S.#3734

MIAMI UNIVERSITY
OXFORD, OHIO
TRANSFERRED FOR LAND REVENUE
AND APPROVED FOR RECORD
BOOK OF RECORDS

TOTAL AREA
VACATED
TO ADDED TO
LOT #1212 - 7000 sq. ft.
LOT #1193 - 1670
LOT #1194 - 5723

PC-2022-12

Surrounding Property Owners Notifications Map

Legend

-  Subject Area
-  200 Ft. Buffer
-  Oxford Corp. Limit
-  Address Point
-  Building Footprint



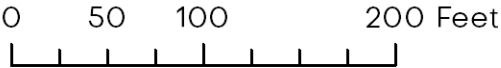
1 inch = 100 feet

Prepared on Friday, December 30, 2022

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



Location Map



Location Map

