

OBERLIN CITY COUNCIL MEETING

AGENDA: July 6, 2026

Meeting Place:

Council Chambers, 85 S. Main Street

Dates: 1st & 3rd Mondays

Meetings can be viewed online at @:[Watch Live](#)

WALTZER NEW MCFARLIN JOHNSON MILLER LÓPEZ PETERSON

Eboni Johnson: President of Council

Michael McFarlin: Vice-President of Council

Belinda Anderson: Clerk of Council

Greg Holcomb: City Manager

Jon Clark: Law Director

Marin Fowler: Finance Director

REGULAR CITY COUNCIL MEETING – 7:00 P.M. – COUNCIL CHAMBERS

1. COUNCIL BUSINESS

- a.** Call Regular City Council Meeting to Order and Roll Call – 7:00 p.m.
- b.** Approval of Minutes – Regular City Council Meeting - June 15, 2026 and Special City Council Meeting - June 29, 2026
- c.** Proclamation — Commemorating the 250th Anniversary of the United States of America
- d.** Proclamation - In Memory of Robert (Henry) Wallace
- e.** Consider a Motion Not to Request a Hearing on an Application for an Ownership Change for a D-2 and D-3 Liquor Permit Issued to Albino Squirrel, LLC.

2. ANY CONCERNS THAT ARE NOT ON THE AGENDA MAY BE BROUGHT TO THE ATTENTION OF COUNCIL AT THIS TIME

(Members of the public and Council members may address the City Council for a maximum of three minutes each.)

3. **OPPORTUNITY FOR A REPORT FROM A CITY BOARD OR COMMISSION REPRESENTATIVE.**
4. **OPPORTUNITY FOR A REPORT FROM AN ADMINISTRATIVE DEPARTMENT REPRESENTATIVE.**
5. **OLD BUSINESS**
 - A. Ordinance No. 26-24 AC CMS: An Ordinance Adopting a Policy for the Production or Inspection of Video Records of the Oberlin Police Department and the Oberlin Prosecutor's Office Requested Under Ohio Public Records Laws to Go into Immediate Effect (3rd)
 - B. Ordinance No. 26-37 AC CMS: An Ordinance Amending the City of Oberlin Zoning Map to Rezone Land Located at 198 East College Street From the "R-2"/Two-Family Dwelling District to the "PDOD"/Planned Development Overlay District (3rd)
6. **NEW BUSINESS**
 - A. Ordinance No. 26-51 AC CMS: An Ordinance Authorizing a Second Amendment to the Contract with Environmental Design Group, Inc. of Akron, Ohio, to Provide for Additional Professional Engineering Services for the State Route 58 South Active Transportation Improvements to go into Immediate Effect
 - B. Ordinance No. 26-52 AC CMS: An Ordinance Authorizing the City Manager to Enter Into a Contract with McCaulley & Associates for Grant Writing Services to Go Into Immediate Effect.
 - C. Ordinance No. 26-53: An Ordinance Enacting New Section 121.07 Of The Oberlin Codified Ordinances, Invalidating Certain Provisions In Contracts For Supplies, Services, and Construction with the City of Oberlin.
 - D. Ordinance No. 26-54 AC CMS: An Ordinance Establishing New Section 121.08 of the Oberlin Codified Ordinances Authorizing Single Source Contracts with the City of Oberlin for Goods, Services, and Construction Contracts
 - E. Ordinance No. 26-55 AC CMS: An Ordinance Declaring Seventeen Parcels of Real Property Owned by The City of Oberlin in the Green Acres Subdivision to be Surplus and Authorizing the City Manager to Sell Said Property for Residential Development to Go Into Immediate Effect.

- F. Ordinance No. 26-56 AC CMS: An Ordinance Accepting the Annexation of Approximately 2.3771 Acres of Land From Pittsfield Township to The City of Oberlin Upon the Petition of DC Acquisition Co. Inc.
- G. Resolution No. R26-08 CMS: A Resolution Establishing an All-Electric Residential Construction Incentive Program and Authorizing a Rebate for Qualifying Newly Constructed All-Electric Homes

7. COUNCIL COMMUNICATIONS

- a. Referrals
- b. Suggestions for future agenda items with discussion
- c. Advocacy
- d. Correspondence
- e. Liaison reports from commission meetings

8. CITY MANAGER'S REPORT

9. OPPORTUNITY FOR OTHER APPOINTEES TO REPORT

10. ADDITIONAL PUBLIC PARTICIPATION

(Members of the public may address the City Council for a maximum of three minutes each.)

11. ADJOURNMENT: _____

July 6, 2026

1. b.

Through: Belinda Anderson, City Clerk

From: Belinda Anderson, City Clerk

SUBJECT: Approval of Minutes – Regular City Council Meeting - June 15, 2026 and Special City Council Meeting - June 29, 2026

Attachments

Minutes - Regular City Council Meeting Minutes- June 15, 2026

Minutes - Special City Council Meeting Minutes - June 29, 2026



Minutes of the Regular City Council Meeting

Held June 15, 2026

7:00 p.m.

A regular meeting of the Oberlin City Council was held on June 15, 2026, in the Council Chambers of the Oberlin City Hall, located at 85 S. Main Street, Oberlin, Ohio. Council President Eboni Johnson called the meeting to order at 7:00 p.m. Roll Call was taken as follows:

1. COUNCIL BUSINESS

- a. Call Regular City Council Meeting to Order and Roll Call – 7:00 p.m.

Council Members:	Present	Absent
Joseph Waltzer	☐	☐
Jessa D. New	☐	☐
Michael McFarlin	☐	☐
Libni Lopez	☐	☐
Sondra Miller	☐	☐
Kristin Peterson	☐	☐
Eboni A. Johnson, President	☐	☐

Appointees Present:

Belinda Anderson, Clerk of Council
Jon Clark, Law Director
Marin Fowler, Finance Director
Greg Holcomb, City Manager

- b. Approval of Minutes –Special City Council Meeting – May 6, 2026, Recessed and Reconvened on May 15 and June 2, 2026) and Regular City Council Meeting (June 1, 2026).

Minutes approved as submitted.

- c. Appointment of City Boards and Commissions

New announced the receipt of an application for the Recreation Commission vacancy from Brianna Smith.

New, seconded by Lopez, moved to appoint Brianna Smith to the Recreation Commission.

Roll Call: 7 Ayes 0 Nays Motion Carried

- d.** Consider a Motion to Dispose of Two Ford Police Interceptor Utility Vehicles in Accordance with Section 121.03 of the Oberlin Codified Ordinances.

Members of Council heard from Police Chief Warfield, who requested authorization to dispose of two 2017 police vehicles as trade-ins toward the purchase of a new police patrol vehicle. The combined trade-in value is \$9,750, reducing the new vehicle's cost to \$56,395.

McFarlin, seconded by Peterson, moved to dispose of two ford police interceptor utility vehicles in accordance with Section 121.03 of the Oberlin Codified Ordinances.

Roll Call: 7 Ayes 0 Nays Motion Carried

2. ANY CONCERNS NOT ON THE AGENDA MAY BE BROUGHT TO THE ATTENTION OF THE COUNCIL AT THIS TIME

No concerns were raised at this time.

3. OPPORTUNITY FOR A REPORT FROM A CITY BOARD OR COMMISSION REPRESENTATIVE

No reports were given.

4. OPPORTUNITY FOR A REPORT FROM AN ADMINISTRATIVE DEPARTMENT REPRESENTATIVE

No reports were heard.

5. OLD BUSINESS:

(Clerk Note: Johnson and McFarlin recused themselves from the discussion.)

- A. Ordinance No. 26-26 AC CMS: An Ordinance Adopting a New Part 13, Title Five – Planning and Zoning Code of the Oberlin Codified Ordinance (3rd)(P)

The Clerk read the Ordinance by number and title only.

New, seconded by McFarlin, moved for passage on third reading of the Ordinance.

Council heard from Planning Director Carrie Porter, who presented the updated code incorporating previously discussed changes. Council briefly discussed the review process, resulting in changes to the Planning Commission's recommendation.

Law Director Jon Clark suggested that Council amend the redline version of the code by removing the definition of smoke shop on page 73 of the document to give him more time to look at it.

McFarlin, seconded by Lopez, moved to amend the ordinance by striking the definition of smoke shop prior to adoption.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Approved as Amended)

- B. Ordinance No. 26-27 AC CMS: An Ordinance Adopting a Zoning Map for the City of Oberlin, Ohio (3rd)(P)

(Clerk Note: Johnson and McFarlin recused themselves from the discussion and voting on Ordinance No. 26-27 due to an employer-owned parcel conflict. The Clerk served as presiding officer pro tempore.)

New seconded by Waltzer moved to nominate Libni Lopez as Presiding officer.

Roll Call: 5 Ayes 0 Nays Motion Carried

(Clerk Note: Lopez assumed the chair.)

The Clerk read the Ordinance by number and title only.

Peterson, seconded by New, moved to pass the Ordinance on the third reading.

Porter remarked that this is the third reading of the Zoning map. Changes made at the last special meeting with City Council have been added.

New, seconded by Miller, moved to approve the redline version of the proposed zoning map.

Roll Call: 5 Ayes 0 Nays Motion Carried
(Approved as amended)

(Clerk Note: Johnson and McFarlin returned to the meeting. Johnson resumed the chair.)

6. NEW BUSINESS:

(Clerk note: With Council's approval, President Johnson adjusted the agenda order to consider Ordinance No. 26-50 first, accommodating visiting presenters. The minutes reflect the chronological progression as published on the agenda.)

- A. Ordinance No. 26-44 C CMS: An Ordinance Authorizing the City Manager to Enter into a Memorandum of Understanding with the Ohio Patrolman's Benevolent Association to Align Pay and Benefits with the Addition of 12-Hour Shifts within the Oberlin Police Department to Go into Immediate Effect

The Clerk read the Ordinance by number, title, and substantive portions.

Peterson, seconded by New, moved for passage on first reading.

Members of Council heard from City Manager Holcomb regarding the successful test run of 12-hour shifts. The MOU extends the scheduling arrangement through the end of the year to align pay and benefits pending broader contract negotiations.

New, seconded by Lopez, moved to amend the ordinance to correct typographical errors referencing the Ohio Patrolmen's Benevolent Association (OPBA) in the title and text.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Amendment)

New, seconded by Lopez, moved to waive the rule requiring three readings for Ordinance No. 26-44 AC CMS.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Suspension of Rules)

New, seconded by Peterson, moved that Ordinance No. 26-44 AC CMS go into immediate effect to maintain operations in the Oberlin Police Department and thereby provide for the safety of city employees and members of the public in the delivery of essential city services.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Effective Immediately)

- B. Ordinance No. 26-45 AC CMS: An Ordinance Accepting the Bid of Underground Utilities, Inc. of Monroeville, Ohio for the Forest Street Improvement Project to Go into Immediate Effect.

(Clerk Note: New recused herself from the discussion and voting on Ordinance No. 26-45 AC CMS due to residency on the affected street.)

The Clerk read the Ordinance by number, title, and substantive portions.

Peterson, seconded by McFarlin, moved to pass the Ordinance on first reading.

Public Works Director Jeff Baumann provided an overview of the comprehensive street improvement project, which includes replacing the sanitary and storm sewers, the water main, all the curbs, and rebuilding the street from the subbase up. The bid from Underground Utilities, Inc. was \$1,948,784.70. The Public Works Department has been coordinating this project with Columbia Gas. They will be replacing the gas main and gas service connections throughout the project area, which includes Edgemoor Place. The new gas main will be underneath the sidewalk along the south side of the street.

Lopez, seconded by McFarlin, moved to waive the rule requiring three readings for Ordinance No. 26-45 AC CMS.

Roll Call: 6 Ayes 0 Nays Motion Carried
(Suspension of Rules)

Lopez, seconded by McFarlin, moved that Ordinance No. 26-45 AC CMS go into immediate effect in order to accept a bid within the time limitations provided by law.

Roll Call: 6 Ayes 0 Nays Motion Carried
(Effective Immediately)

(Clerk Note: New returned to the meeting.)

- C. Ordinance No. 26-46 AC CMS: An Ordinance Authorizing an Increase in Compensation for the City Finance Director and Amending Ordinance No. 25-09 AC CMS, Appointing the City Finance Director to Go into Immediate Effect.

The Clerk read the ordinance by number, title, and substantive portions only.

McFarlin, seconded by Miller, moved for passage on the first reading of the Ordinance.

McFarlin, seconded by Peterson, moved to waive the rule requiring three readings for Ordinance No. 26-46.

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Suspension of Rules)			

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Effective Immediately)			

- D. Ordinance No. 26-47 AC CMS: An Ordinance Amending Ordinance No. 26-23 AC CMS Authorizing the City Manager to Enter into an Agreement and to Execute Such Additional Documents Necessary to Purchase Property Located at 312 South Main Street for Use by the Oberlin Municipal Light and Power System to Go into Immediate Effect.

The Clerk read the ordinance by number, title, and substantive portions only.

Waltzer, seconded by McFarlin, moved for passage on the first reading of the Ordinance.

Law Director Clark reported that, following prior authorization, the property owner requested a renegotiated purchase price, yielding a net of \$220,000. Due to potential eviction processes regarding an existing tenant, a not-to-exceed amount of \$230,000 is requested to account for unknown prorations at closing. The purchase utilizes OMLPS enterprise funds.

New, seconded by Lopez, moved to waive the rule requiring three readings for Ordinance No. 26-47.

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Suspension of Rules)			

New, seconded by Peterson, moved that Ordinance No. 26-47 AC CMS go into immediate effect to secure the availability of a location for the installation of a detention basin for the OMLPS.

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Effective Immediately)			

- E. Ordinance No. 26-48 AC CMS: An Ordinance Adopting a Tax Budget for the City of Oberlin, Ohio, for the Fiscal Year Beginning January 1, 2027, to go into Immediate Effect.

The Clerk read the ordinance by number, title, and substantive portions only.

Miller, seconded by Peterson, moved for passage on the first reading of the Ordinance.

Finance Director Fowler stated that the annual filing is a statutory requirement used by the budget commission to perform duties including local government shared fund allocation and tax rate preparation. The budget remains preliminary.

McFarlin, seconded by New, moved to waive the rule requiring three readings for Ordinance No. 26-48.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Suspension of Rules)

McFarlin, seconded by New, moved that Ordinance No. 26-48 AC CMS go into immediate effect to ensure that the tax budget is timely filed with the Lorain County Auditor within the time limitations provided by Ohio law.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Effective Immediately)

- F. Ordinance No. 26-49 AC CMS: An Ordinance Amending Ordinance No. 25-64 AC CMS, the 2026 Annual Appropriation Ordinance, to Provide for the Appropriation of Funds and to Go into Immediate Effect.

The Clerk read the ordinance by number, title, and substantive portions only.

Miller, seconded by Lopez, moved for passage on the first reading of the Ordinance.

Finance Director Fowler reviewed the requested adjustments, including an electric department request of \$429,971.11 for AMP loan interest, a \$7,466.33 shift regarding OPWC grant funds, and \$66,000 for temporary contractual grant writing services in the City Manager's office.

Lopez, seconded by Peterson, moved to waive the rule requiring three readings for Ordinance No. 26-49.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Suspension of Rules)

Lopez, seconded by New, moved that Ordinance No. 26-49 AC CMS go into immediate effect to ensure that the Annual Appropriation Ordinance is timely amended in order to provide for the usual daily operation of the municipality.

Roll Call: 7 Ayes 0 Nays Motion Carried
(Effective Immediately)

- G. Ordinance No. 26-50 AC CMS: An Ordinance Authorizing the City Finance Director to Enter into a Contract with OpenGov, Inc. through Vetrosoft of Leesburg, Virginia, for the Provision of Professional Financial Management Services to Go into Immediate Effect.

The Clerk read the Resolution by number, title, and substantive portions only.

New, seconded by McFarlin, moved for passage on first reading of the Resolution.

Finance Director Fowler introduced representatives from OpenGov, who provided a presentation on implementing a new enterprise resource planning (ERP) system to replace workflows, utility billing, public portals, and interactive budgetary communication. The system rollout will align with future budget cycles.

(A copy of the presentation is attached to the minutes.)

McFarlin, seconded by Peterson, moved to waive the rule requiring three readings for Ordinance No. 26 -50 AC CMS.

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Suspension of Rules)			

McFarlin, seconded by Lopez, moved that Ordinance No. 26-50 go into immediate effect to facilitate the upgrade of financial management systems for the City of Oberlin and thereby promote the efficient operation of the Finance Department.

Roll Call:	7 Ayes	0 Nays	Motion Carried
(Effective Immediately)			

5. COUNCIL COMMUNICATIONS:

(A). Referrals

(B). Advocacy

(C). Correspondence

Council members provided updates on community events they attended and on their respective boards and commissions.

6. CITY MANAGER'S REPORT:

City Manager Holcomb reported on:

- Ongoing search for a code enforcement officer and consideration of an outside firm to assist with tall grass citations.
- Finalization of a contract proposal for grant writing services, which will be presented at the July meeting.
- Implementation of a four-way stop at the East Lorain and Oberlin Road intersection in response to recent accidents, including incoming signage and traffic pattern warnings.
- Updates on code enforcement citations issued to property owners regarding conditions in the off-street parking lot and alleyway behind Main Street businesses.

7. OPPORTUNITY FOR OTHER APPOINTEES TO REPORT:

- Finance Director Fowler reported on her attendance at the Ohio Association of Public Treasurers conference.
- Law Director Clark reported on legislative adjustments to ORC. Section 9.56.

8. PUBLIC PARTICIPATION:

President Johnson opened the floor for public participation. No comments were made.

9. ADJOURNMENT:

Being that there was no additional business before Council, the regular meeting adjourned at 8:21 p.m.

Attest:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

APPROVED:

POSTED:

Oberlin City Council Presentation

June 15, 2026





THE PUBLIC SERVICE PLATFORM

AI and ERP Solutions For Local and State Government



Works the Way Government Works

Interconnected,
cross-functional, and
mission-critical.



Built for High-Performance Government

Break down silos and drive
better outcomes across
departments.

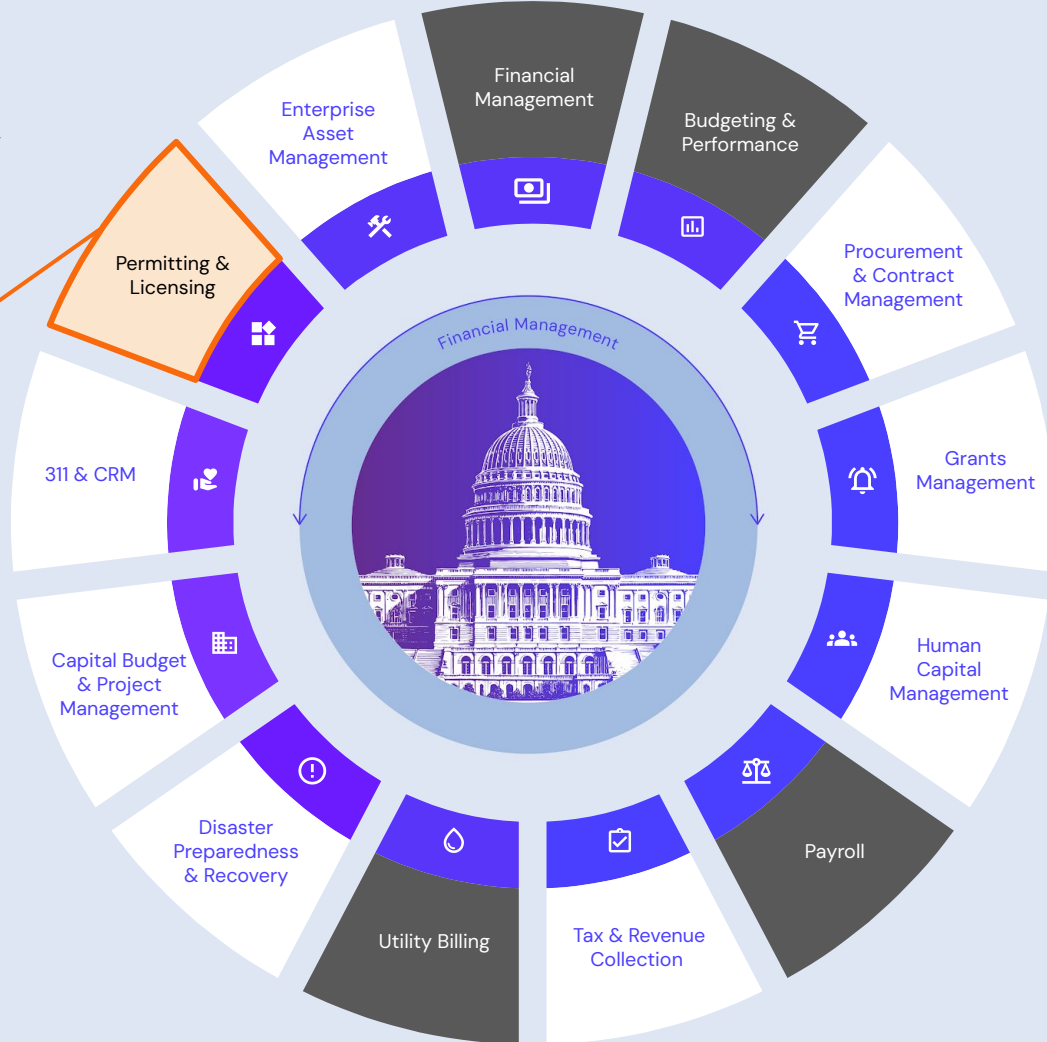


Transparency Meets Efficiency

Faster decisions, inside-out
transparency, and maximum
impact for every dollar.

The OpenGov ERP

Existing Partnership with
Oberlin's Building
Department



Challenge & Solution

Priority: Move away from Civica and to a single integrated city wide ERP system to consolidate all departments onto one platform for improved visibility and strategic decision making.

Current Challenges	Desired Capabilities	Outcomes
→ Heavy reliance on Excel and Microsoft Access for reporting, budgeting, and data management	→ Easily generate reports for fast, on-demand insights to share internally or externally	→ Integrate Oberlin's Building and Finance Departments
→ No online, interactive budget book to promote communication and transparency	→ Improve public facing experience of interacting with city services (eg. utility bill payments)	→ Centralize operations internally to drive stronger decision making
→ Lack of efficient cross departmental workflows (eg. requisitions and fixed assets tracking)	→ Improve collaboration internally between departments (eg. budget process)	→ Unify and improve the resident facing experience of city services

Project Scope



Financial Management

General Ledger
Accounts Payable
Accounts Receivable
Requisitions
Cash Receipts
Bank Reconciliation
Fixed Assets



Budgeting & Performance

Operating Budget
Capital Planning
Workforce Planning
Online Publications
Interactive Budget Book
External Dashboards
Internal Dashboards



Utility Billing

Water Billing
Sewer Billing
Electric Billing
Trash Billing
Public Portal
Full Service History
Financial Integration



Payroll

Pay Groups
Payroll Processing
Employee Portal
Tax Automation
Reporting & Compliance
Financial Integration
Fund Alignment



Impact for Staff



Streamlined Budget Process

Departments submit budget requests electronically. Requests, approvals, and revisions are captured in-system — no printing or OneDrive document shuffling.



Readily Available Reporting

The quarterly report sent to Council could become a monthly report. The report would be auto generated and readily available in OpenGov.



Eliminated Manual Entry

Accounts receivable posts automatically from Utility Billing into the General Ledger. Eliminating 7 hours of monthly manual entry happening today.

Impact for Residents



Intuitive Customer Portal

Self-service resident portal with account history, dashboards, and readily available help articles streamline customer experience.



Simplified Payment Experience

After a payment is made, OpenGov's portal updates in real-time immediately – unlike Civica, which has caused resident confusion.



Interactive, Online Budget Book

An online, interactive budget book replaces static PDFs — providing residents, Council, and staff with improved budgetary communication.

Impact for Council

1 Keep Our City Safe	Financial Management Real-time budget tracking for police & fire spending.	Payroll Accurate, on-time payroll for all public safety staff.	Budgeting & Planning Scenario planning for staffing and capital equipment across safety departments.
2 Focus on Economic Development & Tourism	Financial Management Accurate financial reporting for grant applications.	Budgeting & Planning Online, interactive budget book demonstrates fiscal health to developers.	Utility Billing Portal improves resident and business owner experience, a key factor in customer satisfaction.
3 Lead With Sustainable Practices	Utility Billing Track citywide utility consumption to support Climate Action Plan reporting needs.	Financial Management Capital project tracking for green investments.	Budgeting & Planning Sustainability budget visible to public to reinforce Oberlin's environmental leadership.
4 Oberlin's Social Equity Plan + Community Communication	Budgeting & Planning Online, interactive budget book replaces static PDFs to improve budgetary communication.	Utility Billing Self-service resident portal with intuitive payment process and account history.	Financial Management Audit-ready reporting and internal dashboards support strategic decision making.

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Cut budget prep time by 50% and save over \$100,000 with OpenGov Budgeting.

— County of Delaware, IN

Saved \$110,000 annually with OpenGov Budgeting.

— City of Ashland, OR

Reduced monthly accounts payable closeout process from 17 hrs to 2.5 hrs.

— City of Grapevine, TX

Saved 500+ hours and earned Government Finance Officers Association Budget Award.

— County of Santa Cruz, CA



City of Forest Park, GA



Village of Lisle, IL



City of Alamogordo, NM



City of Stuart, FL



City of Vestavia Hills, AL



City of Owatonna, MN



City of Castle Pines, CO



City of Fremont, OH



City of Cheltenham, PA



City of Plattsburgh, NY



City of Gahanna, OH



City of York, PA

Thank You

Cambron Wade

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**Oberlin City Council
Special Meeting Minutes
Tuesday, June 29, 2026
1:00 p.m.**

A special meeting of the Oberlin City Council was held on June 29, 2026, at the Oberlin Enrichment and Activity Center, located at 36 S. Prospect Street in the Connie Ponder Room.

CALL SPECIAL MEETING TO ORDER.

The meeting was called to order at 1:00 p.m. by President Eboni Johnson to discuss goals for the 2026=2027 Council Term.. *Roll Call was taken as follows:*

Council Members:

	Present	Absent
Eboni Johnson, President	☒	☐
Michael McFarlin, Vice President	☒	☐
Sondra Miller	☒	☐
Libni Lopez	☒	☐
Jessa New	☒	☐
Joseph Waltzer	☒	☐
Kristin Peterson	☒	☐

(Lopez and New arrived after roll call)

Appointees:

Greg Holcomb, City Manager

Belinda Anderson, Clerk of Council

Jon Clark, Law Director (Came at the end of the meeting and left shortly after)

Staff Present:

Carrie Porter, Planning and Development Director

Jeff Baumann, Public Works Director

Briana Reynolds, Clerk of Council's Assistant

COUNCIL BUSINESS

A. Reviving the Council News letter

Council discussed reviving a council newsletter to provide the public with accessible updates. Members considered creating a shared council email address for receiving public inquiries and coordinating information provided by the City Manager. Concerns were raised about potential

duplication with existing communication channels. Council member New volunteered to develop newsletter mock-ups during the summer break and agreed to coordinate with the administration to ensure continuity.

B. Use of Immediate Effect for Agenda Items

Council Member Waltzer requested that staff reduce the use of the “immediate effect” designation for agenda items, particularly for significant contracts, to allow the public and Council more time for review. City Manager Holcomb suggested Council consider a formal rule change to clarify expectations. Council members requested that staff include a brief justification in administrative memos when an item is requested to go into immediate effect, noting this would streamline meeting discussions and provide transparency.

C. Convening a budget committee

Council Member Waltzer raised the possibility of establishing a budget committee to review financial positioning and priorities prior to budget season. City Manager Holcomb noted that while committees can be useful, the upcoming implementation of the OpenGov platform may resolve many transparency and reporting issues. Council agreed to pause the establishment of a budget committee until the OpenGov platform is fully implemented and its capabilities are assessed.

BIG DISCUSSIONS

A. Housing – Green Acres builders and plan for future development

City Manager Holcomb presented a proposal for the Green Acres Housing Department, suggesting that the City designate two builders, Norm Bevans and MMY US, to construct homes on the 17 available lots. Several Council members stated a preference for allowing buyers to choose their own builders, while others emphasized the importance of ensuring timely construction, aesthetic consistency, and providing a streamlined process for buyers.

Following discussion, Council reached a consensus to divide the lots by dedicating six lots to Norman Bevans, six lots to MMY US, and leaving five lots open for buyers to utilize a builder of their choice. Council agreed to implement a requirement that construction must commence within 18 months to prevent lots from remaining empty.

B. Bait Canteen Property – OCIC

Planning and Development Director Carrie Porter provided an update on the Bait Canteen property. The Oberlin Community Improvement Corporation (OCIC) is exploring cottage-court development with approximately six units, up to 850 square feet each, to provide affordable housing. OCIC plans to hire a civil engineer for a preliminary lot layout and property surveying. Council expressed support for the project and discussed potential architectural design partnerships. A formal proposal is anticipated in the fall.

C. OEAC Proposal/funding options

City Manager Holcomb reported that staff is working on financial scenarios and phasing models for the Oberlin Education and Activity Center (OEAC) renovation project. Council discussed the need to address immediate issues, such as the failing roof and HVAC system, versus the overall costs of a comprehensive renovation. Council requested a comparative cost analysis detailing the expenses of renovating the existing structure, building a new facility, and demolishing the current building to guide future funding and planning decisions.

D. Process for filling upcoming Council vacancy

Council discussed the procedure for filling the unexpired term of Council Member Lopez, who announced his intention to step down by the end of the year. Law Director Jon Clark advised that the City Charter authorizes the remaining Council members to make the appointment. Council agreed to finalize an application template, formally announce the nomination process in August, and conduct interviews to appoint a replacement prior to the vacancy taking effect.

BRIEF UPDATES

A. New City Website

City Manager Holcomb stated that a meeting is scheduled for Wednesday to discuss the next steps for the new city website.

B. Multi-Use Path progress

City Manager Holcomb provided an update on the multi-use path. Additional survey and preliminary design work are required to confirm grades and routing. A contract amendment for these services is expected on the July 6 agenda, with a final design proposal anticipated for the August 17 meeting.

C. Economic Development Position/Grant Writer Contract

City Manager Holcomb reported that 19 applications were received for the Economic Development position, and interviews will commence shortly. Regarding the grant writer contract, Holcomb provided a comparison of four firms consisting of **McCauley** and Company, Keller Partners and Company, Chase Consulting Solutions, and Avila.

D. Short term rentals/ collecting bed tax

City Manager Holcomb sought feedback on drafting a short-term rental ordinance. Council members expressed support for implementing a bed tax and establishing basic inspection requirements to ensure health and safety compliance. Granicus was mentioned as a potential software partner to manage registration, tax collection, and compliance tracking. Holcomb noted he will continue researching inspection protocols and return with a formal proposal.

ITEMS FOR NEXT WORK SESSION

Council noted the following items will be discussed at the next work session.

- Sidewalk/Multi-use path safety and maintenance/repair plan
- Management of Overgrowth blocking sidewalks and intersections
- Long-short-term rentals property maintenance/code enforcement (Miller)
- Community grants process (New)
- City minimum wage and paternal leave policy (Waltzer)
- Economic Incentives Process (Waltzer)
- How the City supports and engages with community events (Miller)
- Progress and expectations for eco-industrial park.

SCHEDULED NEXT MEETING

Members of Council schedule the next meeting for September 14, 2026 at 1:00 p.m., to be held at the OEAC building.

ADJOURNMENT

Since there was no additional information to come before the Council, the meeting adjourned at 4:04 p.m.

Attest:

BELINDA B. ANDERSON
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

APPROVED:

POSTED:

July 6, 2026

1. c.

Through: Belinda Anderson, City Clerk

From: Belinda Anderson, City Clerk

SUBJECT: Proclamation — Commemorating the 250th Anniversary of the United States of America

Attachments

Proclamation - 250th Anniversary

Proclamation

Commemorating the 250th Anniversary of the United States of America

WHEREAS, July 4, 2026 marks the 250th anniversary of the signing of the Declaration of Independence, a defining moment in which the thirteen American colonies declared their independence and established the foundation of a new nation; and

WHEREAS, for two and a half centuries, the United States of America has stood as a symbol of liberty, democracy, and opportunity, guided by the enduring principles of freedom, equality, and justice for all; and

WHEREAS, this Semiquincentennial provides an opportunity for all Americans to reflect upon our nation's history, its triumphs and its challenges, and to honor the diverse individuals and communities whose contributions have shaped our country; and

WHEREAS, in the spirit of reflection and recognition, the city of Oberlin has played a unique and historic role in advancing civil rights, education, and social progress, embodying the ideals upon which this nation was founded; and

WHEREAS, this proud history continues to be preserved and shared through the work of the Oberlin Heritage Center, the Oberlin African-American Genealogical and History Group and in the special collections and archives of the Oberlin Public Library, the Oberlin College Archives, and City Hall ensuring that the stories of courage, resilience, and progress remain a living part of our community; and

WHEREAS, today, Oberlin carries forward its historic legacy not only in remembrance, but through continued and deliberate action, championing equity, embracing diversity, fostering innovation, and cultivating a community where all people are empowered to thrive and contribute to the common good; and.

WHEREAS, this milestone anniversary calls upon us not only to celebrate, but to recommit ourselves to the ongoing and present work of building a stronger and more unified nation through civic engagement, community service, and shared dedication to freedom, equity, and justice for all people.

NOW, THEREFORE, I, Eboni A. Johnson, Mayor and President of the Council of the City of Oberlin, Ohio, and on behalf of the entire City Council, do hereby proclaim the year 2026 as a time to celebrate the 250th Anniversary of the United States of America in the City of Oberlin, and encourage all residents to commemorate this historic occasion with appropriate ceremonies, activities, and reflection, while honoring Oberlin's enduring legacy as a community that strives to live out the highest ideals of our nation.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and caused the Great Seal of the City of Oberlin, Ohio, to be affixed hereto, this 6th day of July 2026.

Eboni A. Johnson
Mayor/President of Council

July 6, 2026

1. d.

Through: Belinda Anderson, City Clerk

From: Belinda Anderson, City Clerk

SUBJECT: Proclamation - In Memory of Robert (Henry) Wallace

Attachments

Proclamation - In Memory of Henry Wallace

Proclamation

Honoring the Life and Service of Community Service Officer and Auxiliary Captain Robert (Henry) Wallace

WHEREAS, the City of Oberlin mourns the passing of Community Service Officer and Auxiliary Captain Robert (Henry) Wallace, a dedicated public servant whose decades of service left an enduring legacy within the community; and

WHEREAS, Henry began his service with the Oberlin Police Department in 1984 as a volunteer auxiliary officer, thereby demonstrating an early and lasting commitment to public safety and community engagement; and

WHEREAS, over the course of the next six years, he rose through the ranks of the auxiliary unit, serving with distinction as Sergeant and ultimately as Captain, further exemplifying leadership, dedication, and integrity; and

WHEREAS, in 2002, he continued his service as a paid part-time Community Officer, thereby strengthening his role as a trusted and familiar presence within the Oberlin community; and

WHEREAS, throughout his remarkable 34-year tenure with the Oberlin Police Department, culminating in his retirement on December 21, 2018, Robert (Henry) Wallace became widely known and respected for his dedication, deep community ties, and unwavering commitment to service; and

WHEREAS, beyond his official duties, Henry was known for his frankness and authenticity, never hesitating to share what was on his mind, and for his reverential passion with which he carried out his responsibilities, along with a genuine care for others, thereby earning the respect and admiration of colleagues, residents, and all who had the privilege of knowing him; and

WHEREAS, in addition to his public service, he found joy in life's simple pleasures, including, hunting, fishing, spending time with family and friends, and regularly checking in on senior citizens in need of care, compassion, and a helping hand; and

WHEREAS, his legacy of service, leadership, and compassion will continue to inspire the City of Oberlin and all those who follow in his footsteps.

NOW, THEREFORE, BE IT PROCLAIMED, I, Eboni A. Johnson, Mayor and President of the Council of the City of Oberlin, Ohio, do hereby proclaim our deepest gratitude for the life and service of Community Service Officer and Auxiliary Captain Robert (Henry) Wallace, and extends its deepest condolences to his family, fellow officers, and all who were privileged to know him. Let his legacy remind us of the strength found in service, the compassion required in community, and the honor of a life lived in dedication to others.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oberlin to be affixed this 6th day of July 2026.

Eboni A. Johnson
Mayor/President of Oberlin City Council

July 6, 2026

1. e.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Consider a Motion Not to Request a Hearing on an Application for an Ownership Change for a D-2 and D-3 Liquor Permit Issued to Albino Squirrel, LLC.

Attachments

Notice to Legislative Authority

Memorandum to Council



OBERLIN CITY COUNCIL
ATTN CLERK
85 S MAIN
OBERLIN OH 44074

26 JUN 26 PM 3:59

NOTICE TO LEGISLATIVE AUTHORITY

TO

00098718-1 PERMIT NUMBER	STCK-LLC TYPE	ALBINO SQUIRREL LLC SLOW TRAIN CAFE 55 E COLLEGE ST STE 3 OBERLIN OH 44074 Muni/Village/Twp: Oberlin
ISSUE DATE:		
FILING DATE: 8/18/2025		
PERMIT CLASSES: D-3 D-2		
47110 TAX DISTRICT	OCT	RECEIPT NO

PROPOSED OWNERSHIP CHANGES	REQUEST TYPE	PROPOSED UNITS / SHARES HELD
Jessa New, D. Blake New		90, 10

MAILED 6/15/2026

RESPONSES MUST BE POSTMARKED NO LATER THAN 07/16/2026

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT STCK-LLC 00098718-1

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING ☐

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

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

(Signature)

(Title) - ☐ Clerk of City Council
☐ Township Fiscal Officer

(Date)

(Printed Name)

(Email Address)

(Telephone No.)

Jon D. Clark, Law Director
jclark@cityofoberlin.com

Carl Felice, Assistant Law Director/Prosecutor

MEMO

DATE: July 1, 2026

TO: President and Members of Oberlin City Council

FROM: Jon D. Clark, Oberlin City Law Director

RE: Application for Change in Ownership of a Class D2 & D3 Liquor Permit – Albino Squirrel, LLC.

Discussion & Recommendation

The City of Oberlin recently received a Notice to Legislative Authority (“Notice”) from the Ohio Division of Liquor Control concerning an application for a change of ownership of Albino Squirrel, LLC, which holds a D2 & D3 liquor permit. The City received this Notice pursuant to R.C. 4303.26 because the permit premises is within the corporate limits of Oberlin.

A change of ownership occurs when there is a shift in the ownership or management of a business holding a liquor license. Any change in ownership that results in a transfer of more than 10% of the ownership interest in the business requires approval from the Ohio Division of Liquor Control. In this case, the application appears to be due to a change in the limited liability company's membership.

The Council may object to the application and request a hearing before the Ohio Division of Liquor Control, but only for specific reasons delineated in the Ohio Revised Code. In that event, a resolution identifying the basis for the objection and a request for a hearing, together with a letter from the Law Director stating that it is based on substantial legal grounds, must be returned to the Division of Liquor Control by July 16, 2026.

Albino Squirrel LLC is an Ohio Limited Liability Company doing business as the Slow Train Cafe at 55 East College Street, Suite 3. This is applicable to the transfer of ownership of an existing, ongoing business. There is no legal basis to object to the application. Accordingly, it is recommended that Council vote not to request a hearing.

July 6, 2026

5. A.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Ordinance No. 26-24 AC CMS: An Ordinance Adopting a Policy for the Production or Inspection of Video Records of the Oberlin Police Department and the Oberlin Prosecutor's Office Requested Under Ohio Public Records Laws to Go into Immediate Effect

(3rd)

Attachments

Ordinance No. 26-24 AC CMS
Ordinance Exhibit A
Ordinance Exhibit A-revised
Ordinance Exhibit A-Revised redline
Ordinance Exhibit B
Ordinance Exhibit B-revised
Memorandum to Council

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-24 AC CMS

AN ORDINANCE ADOPTING A POLICY FOR THE PRODUCTION OR INSPECTION OF VIDEO RECORDS OF THE OBERLIN POLICE DEPARTMENT AND THE OBERLIN PROSECUTOR'S OFFICE REQUESTED UNDER OHIO PUBLIC RECORDS LAWS AND AMENDING ORDINANCE NO. 19-83 AC CMS TO GO INTO IMMEDIATE EFFECT.

WHEREAS, Section 149.43(B)(1) of the Ohio Revised Code provides that a state or local law enforcement agency or a prosecuting attorney's office may charge a requester the actual cost associated with preparing a video record for inspection or production, not to exceed seventy-five dollars per hour of video produced, nor seven hundred fifty dollars total; and

WHEREAS, As used in section 149.43(B)(1) of the Ohio Revised Code, "actual cost," with respect to video records only, means all costs incurred by the state or local law enforcement agency or a prosecuting attorney's office in reviewing, blurring or otherwise obscuring, redacting, uploading, or producing the video records, including but not limited to the storage medium on which the record is produced, staff time, and any other relevant overhead necessary to comply with the request; and

WHEREAS Section 149.43(B)(11) of the Ohio Revised Code contains a provision requiring the waiver of the fees authorized under Section 149.43 for certain requests, including requests by a victim of the events that are the subject of the video; and

WHEREAS, the Ohio Attorney General has issued a model Public Records policy of Production or Inspection and Video Records; and

WHEREAS, Council for the City of Oberlin desires to implement the statutory authority for the assessment of a fee for the actual cost of the retrieval, download, review, redaction, time to seek legal advice, and production of a law enforcement video record in response to a public records request subject to statutory exemptions.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the Policy for the Production or Inspection of Video Recordings attached hereto as **Exhibit A** is hereby adopted.

SECTION 2: That Section 3,5 of Exhibit A to Ordinance No. 19-83 AC CMS by and is hereby amended as set forth on **Exhibit B** attached hereto.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code

SECTION 4. To enable the recovery the actual cost of the production of law enforcement videos pursuant to a public records request and there by provide of the fiscally efficient operation of the Oberlin Police Department, and provided that at least five (5) members of Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: _____
2nd Reading: _____
3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:

POLICY ON THE PRODUCTION OR INSPECTION OF VIDEO RECORDS

PURPOSE

The purpose of this policy is to establish rules and guidelines for the City of Oberlin Police Department and the Oberlin Prosecutor's Office when preparing video records for production or inspection.

PRODUCTION OR INSPECTION COSTS

The Oberlin Police Department and the Prosecutor's Office may charge for the "actual cost" of preparing a video record for production or inspection. Actual cost includes the cost to review, blur or otherwise obscure, redact, upload, or produce a video record. Actual cost may also include the cost of the storage medium the office uses to produce a video record, staff time, and any other relevant overhead necessary to comply with the request.

PREPAYMENT

The Oberlin Police Department and the Prosecutor's Office may require a requester to prepay the actual cost of preparing a video record for production or inspection. If prepayment is required, the office will provide an estimate of the actual cost within five (5) business days of receiving the request.

The office is not required to start preparing a video record for production or inspection until the requester pays the estimated actual cost in full. The office's obligation to produce a video record or make it available for inspection starts when the requester pays the estimated actual cost in full.

The office will notify the requester if the final actual cost exceeds the estimated actual cost. The requester may be required to pay the difference between the actual cost and the estimated cost if (1) the requester is notified in advance that the actual cost is more than the estimated actual cost; and (2) the actual cost is less than twenty per cent more than the estimated actual cost. The requester will not be required to pay the difference between the actual cost and the estimated cost if the difference is more than twenty percent (20%).

WAIVER OF COSTS

Oberlin Police Department and the Prosecutor's Office will waive or reduce payment of the actual cost if either of the following apply:

- (1) The video or a portion of the video shows, communicates, or discloses any of the following:
 - a. The death of a person, or a deceased person's body, if the death was caused by a correctional employee, youth services employee, or peace officer;
 - b. Grievous bodily harm to a person if caused by a correctional employee, youth services employee, or peace officer; or
 - c. An act of severe violence against a person that results in serious physical harm to the person if caused by a correctional employee, youth services employee, or peace officer.

(2) If, in the judgment of the Oberlin Police Department, the video or a portion of the video shows, communicates, or discloses information that is of great interest or importance to the general public.

RESPONSE TIME

Copies of video records must be produced within a reasonable period of time. Video records must be made available for inspection promptly. “Prompt” and “reasonable” take into account the time it takes the office to retrieve, download, review, redact, seek legal advice regarding, and produce the video record, as well as other facts and circumstances of the records requested.

If the office requires the requester to pay in advance the actual cost of preparing a video record for production or inspection the office’s obligation to produce a video record within a reasonable period of time, or make it available for inspection promptly, does not start until the requester pays the estimated actual cost in full.

Video records will only be available for inspection during regular business hours.

MANAGING VIDEO RECORDS

Oberlin Police Department’s and the Prosecutor’s Office video records are subject to records retention schedules. The current schedules are available at 85 South Main Street, Oberlin, Ohio, a location readily available to the public as required by Ohio Revised Code § 149.43(B)(2) and on the City of Oberlin Website.

EXHIBIT A
**POLICY ON THE PRODUCTION OR INSPECTION OF POLICE DEPARTMENT AND
PROSECUTOR'S OFFICE VIDEO RECORDS**

PURPOSE

The purpose of this policy is to establish rules and guidelines for the City of Oberlin Police Department and the Oberlin Prosecutor's Office when preparing video records for production or inspection.

DEFINITIONS

For purposes of this policy, the term "Actual Cost" includes the cost to review, blur or otherwise obscure, redact, upload, or produce a video record. Actual Cost may also include the cost of the storage medium the office uses to produce a video record, staff time, including legal review, and any other relevant overhead necessary to comply with the request.

A "Video Record," for the purposes of this policy, means a video from a single source, captured in a single start-to-stop recording (essentially the beginning and end of a distinct incident). Each officer responding to an incident will have a Video Record of that incident, and the Actual Cost will be assessed for each requested Video Record.

ESTIMATE OF ACTUAL COST

Within five (5) business days of receiving a public records request for a Video Record, the Office will provide the requester with an estimate of the Actual Cost of fulfilling the request.

PREPAYMENT

The Oberlin Police Department and the Prosecutor's Office shall require a requester to prepay the actual cost of preparing a Video Record for production or inspection.

The office shall not start preparing a Video Record for production or inspection until the requester pays the estimated Actual Cost in full. The office's obligation to produce a video record or make it available for inspection starts when the requester pays the estimated actual cost in full.

The office will notify the requester if the final Actual Cost exceeds the estimated Actual Cost. The requester shall be required to pay the difference between the actual cost and the estimated cost if (1) the requester is notified in advance that the actual cost is more than the estimated Actual Cost; and (2) the Actual Cost is less than twenty percent (20%) more than the estimated Actual Cost. The requester shall not be required to pay any difference exceeding twenty percent (20%) of the Actual Cost estimate.

WAIVER OF COSTS

Oberlin Police Department and the Prosecutor's Office will waive or reduce payment of the actual cost if either of the following applies:

(1) The video or a portion of the video shows, communicates, or discloses any of the following:

- a. The death of a person, or a deceased person's body, if the death was caused by a correctional employee, youth services employee, or peace officer;
- b. Grievous bodily harm to a person if caused by a correctional employee, youth services employee, or peace officer; or
- c. An act of severe violence against a person that results in serious physical harm to the person if caused by a correctional employee, youth services employee, or peace officer.

(2) If, in the judgment of the Oberlin Police Department, the video or a portion of the video shows, communicates, or discloses information that is of great interest or importance to the general public.

CRIME VICTIM WAIVER

Upon the submission of a notarized affidavit from the Victim's legal counsel or insurer attesting that the video is for the investigation of harm or damages to a victim of a crime, together with an executed letter of representation, the Office shall waive the Actual Cost.

RESPONSE TIME

Copies of video records must be produced within a reasonable period of time. Video records must be made available for inspection promptly. "Prompt" and "reasonable" take into account the time it takes the office to retrieve, download, review, redact, seek legal advice regarding, and produce the video record, as well as other facts and circumstances of the records requested.

Video records will only be available for inspection during regular business hours.

MANAGING VIDEO RECORDS

Oberlin Police Department's and the Prosecutor's Office video records are subject to records retention schedules. The current schedules are available at 85 South Main Street, Oberlin, Ohio, a location readily available to the public as required by Ohio Revised Code § 149.43(B)(2) and on the City of Oberlin Website.

EXHIBIT A

POLICY ON THE PRODUCTION OR INSPECTION OF POLICE DEPARTMENT AND PROSECUTOR'S OFFICE VIDEO RECORDS

PURPOSE

The purpose of this policy is to establish rules and guidelines for the City of Oberlin Police Department and the Oberlin Prosecutor's Office when preparing video records for production or inspection.

~~PRODUCTION OR INSPECTION COSTS~~

~~The Oberlin Police Department and the Prosecutor's Office may charge for the "actual cost" of preparing a video record for production or inspection. Actual cost~~

DEFINITIONS

For purposes of this policy, the term "Actual Cost" includes the cost to review, blur or otherwise obscure, redact, upload, or produce a video record. Actual Cost may also include the cost of the storage medium the office uses to produce a video record, staff time, including legal review, and any other relevant overhead necessary to comply with the request.

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PREPAYMENT

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The office will notify the requester if the final Actual Cost exceeds the estimated Actual Cost. The requester ~~may~~shall be required to pay the difference between the actual cost and the estimated cost if (1) the requester is notified in advance that the actual cost is more than the estimated Actual Cost;

and (2) the Actual Cost is less than twenty ~~per cent~~percent (20%) more than the estimated Actual Cost. The requester ~~will~~shall not be required to pay ~~the any~~ difference ~~between the actual cost and the estimated cost if the difference is more than~~exceeding twenty percent (20%).~~%) of the Actual Cost estimate.~~

WAIVER OF COSTS

Oberlin Police Department and the Prosecutor's Office will waive or reduce payment of the actual cost if either of the following ~~apply~~applies:

- (1) The video or a portion of the video shows, communicates, or discloses any of the following:
 - a. The death of a person, or a deceased person's body, if the death was caused by a correctional employee, youth services employee, or peace officer;
 - b. Grievous bodily harm to a person if caused by a correctional employee, youth services employee, or peace officer; or
 - c. An act of severe violence against a person that results in serious physical harm to the person if caused by a correctional employee, youth services employee, or peace officer.
- (2) If, in the judgment of the Oberlin Police Department, the video or a portion of the video shows, communicates, or discloses information that is of great interest or importance to the general public.

CRIME VICTIM WAIVER

Upon the submission of a notarized affidavit from the Victim's legal counsel or insurer attesting that the video is for the investigation of harm or damages to a victim of a crime, together with an executed letter of representation, the Office shall waive the Actual Cost.

RESPONSE TIME

Copies of video records must be produced within a reasonable period of time. Video records must be made available for inspection promptly. "Prompt" and "reasonable" take into account the time it takes the office to retrieve, download, review, redact, seek legal advice regarding, and produce the video record, as well as other facts and circumstances of the records requested.

~~If the office requires the requester to pay in advance the actual cost of preparing a video record for production or inspection the office's obligation to produce a video record within a reasonable period of time, or make it available for inspection promptly, does not start until the requester pays the estimated actual cost in full.~~

Video records will only be available for inspection during regular business hours.

MANAGING VIDEO RECORDS

Oberlin Police Department's and the Prosecutor's Office video records are subject to records retention schedules. The current schedules are available at 85 South Main Street, Oberlin, Ohio, a location

readily available to the public as required by Ohio Revised Code § 149.43(B)(2) and on the City of Oberlin Website.

Exhibit B

CITY OF OBERLIN, OHIO PUBLIC RECORDS POLICY

Introduction:

It is the policy of the City of Oberlin, Ohio, that openness leads to a better-informed citizenry, which leads to better government and better public policy. It is the policy of the City of Oberlin, Ohio, to strictly adhere to the state's Public Records Act.

Section 1. Public Records

The City of Oberlin, in accordance with the Ohio Revised Code, defines records as including the following: Any document – paper, electronic, including but not limited to, e-mail, text messages or other electronic communications – that is created or received by, or comes under the jurisdiction of a public office that documents the organization's functions, policies, decisions, procedures, operations, or other activities of the office. All records are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

Section 1.1

It is the policy of the City of Oberlin that, as required by Ohio law, records along with current retention schedules will be organized and maintained so that they are readily available for inspection and copying.

Section 2. Record/Inspection requests

Each request for public records or for inspection should be evaluated for a response using the following guidelines:

Section 2.1

Although no specific language is required to make a request, the requester must identify the records requested with sufficient clarity to allow the records custodian to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requester for clarification, and should assist the requestor in revising the request by informing the requester of the manner in which the City office involved keeps its records.

- The records custodian is the office, official or employee lawfully responsible for the direct custody and care of a public record. The records custodian is not necessarily the original preparer or receiver of the record.

Section 2.2

The requester does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the City's general policy that this information is not to be requested.

Section 2.3

Public records are to be available for inspection at all reasonable times during the regular business hours of the office of the records custodian. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. The terms "prompt" and "reasonable" shall take in to account the volume of records requested, the proximity of the location where the records are stored, the necessity for any legal review of the records requested, and/or redaction of the records requested.

Section 2.4

All requests for public records must either be satisfied (see above) or be acknowledged in writing or electronically as soon as is practicable. An oral response shall satisfy the requirement of a receipt when the requestor does not provide an email or postal address. If a request is deemed significantly beyond "routine," such as seeking a voluminous number of copies or requiring extensive research, the acknowledgment should include the following:

- An estimated number of business days it will take to satisfy the request.
- An estimated cost if copies are requested.

Section 2.5

Any denial of public records requested must include an explanation, including legal authority where applicable. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Section 2.6

Persons requesting copies of public records are not permitted to make their own copies of the requested records by any means or remove them from the City's facilities.

Section 2.7

The City requires that an employee be present during an inspection of a public record to assure the preservation and integrity of the record.

Section 3. Costs for Public Records

Those seeking public records will be charged only the actual cost of making copies.

Section 3.1

The charge for paper copies shall be five (\$.05) per page. The charge may be waived when less than one dollar (\$1.00)

Section 3.2

The charge for computer files downloaded to a compact disc is \$1.00 per disc.

Section 3.3

The charge for oversized copies (such as maps, drawings, etc.) is \$2.00 per page.

Section 3.4

There is no charge for documents that are transmitted electronically (i.e., e-mailed; facsimile).

Section 3.5

For video tapes, cassette tapes or any other type of media, the fee shall be \$5.00, or the actual reproduction cost, if a commercial service is utilized. The Oberlin Police Department and the Prosecutor's Office may charge up to seventy-five dollars (\$ 75.00) per hour, not to exceed seven hundred fifty dollars (\$750.00) per request, for the actual cost of preparing a video record for production or inspection in accordance with the City of Oberlin's Policy on the Production or Inspection of Video Records.

Section 3.6

Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies, or other actual cost of delivery.

Section 3.7

The City may require payment prior to providing copies of the requested records.

Section 3.8

Established fees/costs shall be clearly posted and available to the public.

Section 4. Handling Electronic Records

Documents in electronic format are records as defined by the Ohio Revised Code when their content relates to the business of the office.

Section 4.1

Records in the form of e-mail, text messaging, and instant messaging, including those sent and received via a hand-held communications device are to be treated in the same fashion as records in other formats, such as paper or audiotape.

Section 4.2

Public record content transmitted to or from private accounts or personal devices is subject to disclosure. All employees or representatives of the City are required to retain their email records and other electronic records in accordance with applicable records retention schedules.

Section 4.3

Storage devices and systems for storing electronic records throughout the records retention lifecycle must meet the following requirements.

- Permit easy retrieval in a timely fashion.
- Retain records in an accessible format until their authorized disposition date

Section 5. Records Disposition/Transfer

Records may be destroyed, but only if they are destroyed in compliance with a properly approved records retention schedule. It is important to document the disposition of records after they have satisfied their approved retention periods. Once a Certificate of Records Disposal (RC-3) has been approved by the City Records Commission the request for disposition must be filed with the State Archives at the Ohio History Connection at least fifteen business days prior to the destruction in order to allow the State Archives to select records of enduring historical value. Regardless of whether or not it is necessary to submit an RC-3 to the State Archives, it is important that the City internally track records disposals in accordance with guidelines established by the Records Commission.

Section 5.1

Records retention schedules are also available on the City of Oberlin's website at www.cityofoberlin.com and the Oberlin Clerk of Council's office located at 85 South Main Street in Oberlin, Ohio 44074.

Section 5.2

All records are the property of the municipality and must be delivered by outgoing City officials and employees to their successor in office. Improper removal, destruction, damage or other disposition of a record is in violation of R.C. 149.351(A).

Section 5.3

All records pertaining to ongoing or pending audits, lawsuits (or even reasonably anticipated lawsuits), or public disclosure proceedings are said to be on destruction hold and must not be altered or destroyed until the hold has been lifted and the records have met their retention period.

Section 5.4

All records are transferred in compliance with rules established by the City of Oberlin Records Commission.

Section 6. Failure to respond to a public records request

Ohio law allows "any person who is aggrieved by" the unauthorized "removal, destruction, mutilation, transfer, or other damage or disposition of a record, or by the threat of such action, to file either or both of the following types of lawsuits in the appropriate common pleas court:

- A civil action for an injunction to force the public office to comply with R.C. 149.351(A), as well as any reasonable attorney fees associated with the suit.
- A civil action to recover a forfeiture of \$1,000 for each violation of R.C. 149.351 (A), not to exceed a cumulative total of \$10,000 (regardless of the number of violations), as well as reasonable attorney fees associated with the suit, not to exceed the forfeiture amount recovered.

Section 7. Training and Education

The City will continue to update and address all education, training, disclosure, and policy requirements mandated by the Ohio Revised Code.

Section 8. Posting of this Policy

Each City records custodian shall retain a copy of this City Records Policy along with the applicable Schedules of Records Retention and Disposition. These documents shall be located at every City facility in which the public may access the City's records; and the City shall prominently display by posters a description of the City's public records policy at various buildings where the public may access the City's public records.

Exhibit B

CITY OF OBERLIN, OHIO PUBLIC RECORDS POLICY

Introduction:

It is the policy of the City of Oberlin, Ohio, that openness leads to a better-informed citizenry, which leads to better government and better public policy. It is the policy of the City of Oberlin, Ohio, to strictly adhere to the state's Public Records Act.

Section 1. Public Records

The City of Oberlin, in accordance with the Ohio Revised Code, defines records as including the following: Any document – paper, electronic, including but not limited to, e-mail, text messages or other electronic communications – that is created or received by, or comes under the jurisdiction of a public office that documents the organization's functions, policies, decisions, procedures, operations, or other activities of the office. All records are public unless they are specifically exempt from disclosure under the Ohio Revised Code.

Section 1.1

It is the policy of the City of Oberlin that, as required by Ohio law, records along with current retention schedules will be organized and maintained so that they are readily available for inspection and copying.

Section 2. Record/Inspection requests

Each request for public records or for inspection should be evaluated for a response using the following guidelines:

Section 2.1

Although no specific language is required to make a request, the requester must identify the records requested with sufficient clarity to allow the records custodian to identify, retrieve, and review the records. If it is not clear what records are being sought, the records custodian must contact the requester for clarification, and should assist the requestor in revising the request by informing the requester of the manner in which the City office involved keeps its records.

- The records custodian is the office, official or employee lawfully responsible for the direct custody and care of a public record. The records custodian is not necessarily the original preparer or receiver of the record.

Section 2.2

The requester does not have to put a records request in writing, and does not have to provide his or her identity or the intended use of the requested public record. It is the City's general policy that this information is not to be requested.

Section 2.3

Public records are to be available for inspection at all reasonable times during the regular business hours of the office of the records custodian. Public records must be made available for inspection promptly. Copies of public records must be made available within a reasonable period of time. The terms "prompt" and "reasonable" shall take in to account the volume of records requested, the proximity of the location where the records are stored, the necessity for any legal review of the records requested, and/or redaction of the records requested.

Section 2.4

All requests for public records must either be satisfied (see above) or be acknowledged in writing or electronically as soon as is practicable. An oral response shall satisfy the requirement of a receipt when the requestor does not provide an email or postal address. If a request is deemed significantly beyond "routine," such as seeking a voluminous number of copies or requiring extensive research, the acknowledgment should include the following:

- An estimated number of business days it will take to satisfy the request.
- An estimated cost if copies are requested.

Section 2.5

Any denial of public records requested must include an explanation, including legal authority where applicable. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority.

Section 2.6

Persons requesting copies of public records are not permitted to make their own copies of the requested records by any means or remove them from the City's facilities.

Section 2.7

The City requires that an employee be present during an inspection of a public record to assure the preservation and integrity of the record.

Section 3. Costs for Public Records

Those seeking public records will be charged only the actual cost of making copies.

Section 3.1

The charge for paper copies shall be five (\$.05) per page. The charge may be waived when less than one dollar (\$1.00)

Section 3.2

The charge for computer files downloaded to a compact disc is \$1.00 per disc.

Section 3.3

The charge for oversized copies (such as maps, drawings, etc.) is \$2.00 per page.

Section 3.4

There is no charge for documents that are transmitted electronically (i.e., e-mailed; facsimile).

Section 3.5

For video tapes, cassette tapes or any other type of media, the fee shall be \$5.00, or the actual reproduction cost, if a commercial service is utilized. Fees governing the cost of police department and prosecutor's office video records for production or inspection are established under Ordinance No 26-24 AC CMS and are posted at the Oberlin Police Department.

Section 3.6

Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies, or other actual cost of delivery.

Section 3.7

The City may require payment prior to providing copies of the requested records.

Section 3.8

Established fees/costs shall be clearly posted and available to the public.

Section 4. Handling Electronic Records

Documents in electronic format are records as defined by the Ohio Revised Code when their content relates to the business of the office.

Section 4.1

Records in the form of e-mail, text messaging, and instant messaging, including those sent and received via a hand-held communications device are to be treated in the same fashion as records in other formats, such as paper or audiotape.

Section 4.2

Public record content transmitted to or from private accounts or personal devices is subject to disclosure. All employees or representatives of the City are required to retain their email records and other electronic records in accordance with applicable records retention schedules.

Section 4.3

Storage devices and systems for storing electronic records throughout the records retention lifecycle must meet the following requirements.

- Permit easy retrieval in a timely fashion.
- Retain records in an accessible format until their authorized disposition date

Section 5. Records Disposition/Transfer

Records may be destroyed, but only if they are destroyed in compliance with a properly approved records retention schedule. It is important to document the disposition of records after they have satisfied their approved retention periods. Once a Certificate of Records Disposal (RC-3) has been approved by the City Records Commission the request for disposition must be filed with the State Archives at the Ohio History Connection at least fifteen business days prior to the destruction in order to allow the State Archives to select records of enduring historical value. Regardless of whether or not it is necessary to submit an RC-3 to the State Archives, it is important that the City internally track records disposals in accordance with guidelines established by the Records Commission.

Section 5.1

Records retention schedules are also available on the City of Oberlin's website at www.cityofoberlin.com and the Oberlin Clerk of Council's office located at 85 South Main Street in Oberlin, Ohio 44074.

Section 5.2

All records are the property of the municipality and must be delivered by outgoing City officials and employees to their successor in office. Improper removal, destruction, damage or other disposition of a record is in violation of R.C. 149.351(A).

Section 5.3

All records pertaining to ongoing or pending audits, lawsuits (or even reasonably anticipated lawsuits), or public disclosure proceedings are said to be on destruction hold and must not be altered or destroyed until the hold has been lifted and the records have met their retention period.

Section 5.4

All records are transferred in compliance with rules established by the City of Oberlin Records Commission.

Section 6. Failure to respond to a public records request

Ohio law allows "any person who is aggrieved by" the unauthorized "removal, destruction, mutilation, transfer, or other damage or disposition of a record, or by the threat of such action, to file either or both of the following types of lawsuits in the appropriate common pleas court:

- A civil action for an injunction to force the public office to comply with R.C. 149.351(A), as well as any reasonable attorney fees associated with the suit.
- A civil action to recover a forfeiture of \$1,000 for each violation of R.C. 149.351 (A), not to exceed a cumulative total of \$10,000 (regardless of the number of violations), as well as reasonable attorney fees associated with the suit, not to exceed the forfeiture amount recovered.

Section 7. Training and Education

The City will continue to update and address all education, training, disclosure, and policy requirements mandated by the Ohio Revised Code.

Section 8. Posting of this Policy

Each City records custodian shall retain a copy of this City Records Policy along with the applicable Schedules of Records Retention and Disposition. These documents shall be located at every City facility in which the public may access the City's records; and the City shall prominently display by posters a description of the City's public records policy at various buildings where the public may access the City's public records.



Jon D. Clark, Law Director
jclark@cityofoberlin.com

Carl M. Felice, Assistant Law Director/Prosecutor

MEMO

To: Members of the Oberlin City Council
Cc: Council Appointees
From: Jon D. Clark, Law Director
Date: April 1, 2026
RE: Ordinance No. 26-24 AC CMS

Background:

The number of public records requests for body-camera and other video recordings from the Oberlin Police Department has increased significantly over the past several years. Often, these requests are made by people who are simply curious about various criminal offenses or other events that are reported in the media. As a result, there has been an increase in administrative time spent reviewing and redacting certain information from the videos that, for legal reasons, may not be released publicly. The current public records policy for the City of Oberlin only authorizes a \$5.00 fee for providing video records.

Discussion:

On January 2, 2025, House Bill 315 was signed into law by Ohio Governor Mike DeWine. The bill allows a state or local law enforcement agency to charge the actual cost of preparing a video for inspection or production. The preparation includes, but is not limited to, the retrieval, download, review, redaction, time to seek legal advice, and production of the video record. Actual cost includes the cost to review, blur or otherwise obscure, redact, upload, or produce a video record. Actual cost may also include the cost of the storage medium the office uses to produce a video record, staff time, and any other relevant overhead necessary to comply with the request.

Ordinance number 26–24 establishes a Public Records Policy applicable to requests for the inspection or production of video recordings in the possession of the City Police Department or the Prosecutor’s Office. This policy incorporates the model policy provided by the Ohio Attorney General’s office and amends the existing public records policy to incorporate those provisions as they relate to costs. If implemented, the policy will enable the Police Department to alleviate some of the administrative cost burden imposed by the volume of public records requests for video recordings.

Consultation:

The proposed policy has been discussed with the City Police Chief, Ryan Warfield Lieutenat. Michael McCloskey and the Police Department Records Coordinator, Sara Podrosky.

Recommendation:

It is recommended that Council authorize the establishment of a public records policy applicable to requests for videos from the Police Department and the office of the prosecutor, to take immediate effect, enabling the City to recover some of the administrative costs associated with providing those public records.

July 6, 2026

5. B.

Through: Greg Holcomb, City Manager

From: Carrie Porter, Planning and Development Director

SUBJECT: Ordinance No. 26-37 AC CMS: An Ordinance Amending the City of Oberlin Zoning Map to Rezone Land Located at 198 East College Street From the "R-2"/Two-Family Dwelling District to the "PDOD"/Planned Development Overlay District

(3rd)

Attachments

Ordinance No. 26-27 AC CMS

Planning Commission Recommendation

Staff Report

Application Form

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-27 AC CMS

AN ORDINANCE ADOPTING A ZONING MAP FOR THE CITY OF OBERLIN, OHIO

WHEREAS, the 2024 Comprehensive Plan of the City of Oberlin has many objectives and implementation strategies related to zoning including updating the City's Zoning Map and regulations to align with the future land use map and goals of the Comprehensive Plan; and

WHEREAS, the Planning Commission and the Zoning Board of Appeals have reviewed the draft new Zoning Map and the Planning Commission voted unanimously to recommend to City Council that the draft Zoning Map be approved; and,

WHEREAS, Oberlin City Council has held special meetings on February 26, 2026, March 9, 2026 and March 30, 2026 to discuss the draft new Zoning Map and Zoning Code and held public hearings regarding the same on January 20, 2026 and April 20, 2026 as required by law; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1: That the Zoning Map for the City of Oberlin, Ohio, attached hereto as Exhibit A, is hereby approved and adopted.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: That this Ordinance shall take effect on the earliest date permitted by law.

PASSED: 1st Reading: April 20, 2026

2nd Reading: _____

3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:



Oberlin Planning Commission

69 South Main Street Oberlin, Ohio 44074

To: President and Members of City Council

From: Jack Ford, Chair
Oberlin Planning Commission

Subject: **Amendment to the Zoning Map**
From “R-2”/Two-Family Dwelling District to “PDOD”/Planned
Development Overlay District
Proposed Multi-Family Residential Development
Eastwood School Property
198 East College Street
City of Oberlin, Ohio

Date: March 20, 2026

Please be advised that the Oberlin Planning Commission considered the above-referenced amendment to the Zoning Map at its meeting on March 18, 2026. At that meeting, a motion was made by Jill Sawyer and seconded by Bryan Burgess to recommend to City Council that the proposed rezoning be approved. The motion carried 4 to 0.

The attached staff report and Application Form provide additional details regarding the proposed rezoning.

This matter is hereby respectfully submitted for your information.

CITY OF OBERLIN, OHIO
DEPARTMENT OF PLANNING & DEVELOPMENT



PLANNING COMMISSION REPORT

APPLICATION FOR AMENDMENT TO THE
ZONE MAP
OBERLIN CITY SCHOOL DISTRICT BOARD
OF EDUCATION/Y.U. PROPERTIES, LLC
EASTWOOD ELEMENTARY SCHOOL
198 EAST COLLEGE STREET

Date of Report: March 5, 2026

Report Author: Ian Anderson, Planning Assistant



City of Oberlin, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Yossi Levy of Y.U. Properties, LLC, on behalf of Oberlin City School District Board of Education, has submitted an application for an amendment to the Zoning Map from “R-2”/Dwelling District to “PDOD”/Planned Development Overlay District for the Eastwood Elementary School property located at 198 East College Street. The following information is relevant to this application:

Applicant: Oberlin City School District Board of Education
153 North Main Street
Oberlin, Ohio 44074
Contact Person: Robert Rinehart

Authorized Agent: Y.U. Properties, LLC
2129 Ann Street
Philadelphia, Pennsylvania 19134

Site Location: 198 East College Street (former Eastwood Elementary School)

Zoning: “R-2”/Two-Family Dwelling District

Proposed Zoning: “PDOD”/Planned Development Overlay District

Existing Use: Vacant elementary school building

Proposed Use: Apartment-style housing

Proposed Development: The applicant proposes renovating and updating the existing building to accommodate approximately 17 housing units with common spaces designed to facilitate tenants’ needs. Phase 2 is still in conceptual development – there is potential to construct a new 2-3 story apartment building in the rear of the lot.

Approval Required: 1) Section 1327.03 requires that applications for amendments to the Zone Map must be reviewed by the Planning Commission and a recommendation for approval, disapproval or modification of any proposed Zoning Amendment must be made by the Commission to City Council.

PLANNING STAFF COMMENTS

Planning staff have reviewed this request and have conducted a site inspection of the subject property. The subject property is located on the north side of East College Street between North Park Street and Orchard Street. It is developed with the former 38,483 sq. ft. Eastwood Elementary School building which is now vacant as all elementary school students were moved to the new Oberlin Elementary School at 210 N. Park Street in 2021. The subject property is surrounded by residential uses. The applicant has indicated a desire to undertake the remediation and restoration of the existing building.

The City's Future Land Use Plan designates the subject property for future "neighborhood mixed use", stipulating that the former elementary school will be re-used/redeveloped. The Future Land Use Plan designates all of the surrounding property around Eastwood School for future "traditional neighborhood use" and "neighborhood mixed use".

The Comprehensive Plan provides this description of the "neighborhood mixed use" land use category:

Neighborhood Mixed Use Development is characterized by areas near downtown or along major corridors that promote a mixture of uses, intentional public spaces, and walkability through smaller-scale structures.

Development character could be a mixture of residential, commercial, institutional, or mixed use development that blends complementary uses including retail, office, and residential in urban or semi-urban development styles. These uses can be integrated vertically in the same building, or horizontally in the same development, and create a live-work-play environment. Public amenities such as outdoor cafes, plazas, and green space provide both residents and visitors areas to relax and socialize. Design guidelines will be critical in these areas to establish appropriate design and site layout to support Oberlin's small town character.

Residential types would include a full range such as single family, cluster, townhome, and cottage development while also permitting multi-story residential development up to 2 to 3 stories.

Open space should be highly connected and create small and large places for people to gather including plazas, green lawns, and natural areas. Parking should be behind or beside buildings, and consolidated into district parking where possible.

Connectivity should incorporate "complete streets" that promote all modes of travel. It should also promote walkability to nearby neighborhoods with short blocks and lush streetscape, including street trees, benching, and lighting.

Section 1338.04 of the Zoning Code dictates the following to be permitted uses in the Planned Development Overlay District:

- (1) Single family dwellings.
- (2) Two-family dwellings.
- (3) Multi-family dwellings including apartment buildings, attached townhomes, including condominiums ownership of units.**

(4) The uses identified in this Zoning Ordinance as permitted uses and conditional uses (with a conditional use permit) in the "R-1A" Single Family Dwelling District.

(5) The uses identified in this Zoning Ordinance as permitted uses and conditional uses (with a conditional use permit) in the "C-1" Central Business District, "C-2" General Business District and "C-3" Planned Highway Commercial District.

(6) Recreational uses, structures, and facilities, such as pools, tennis courts, playgrounds, and other similar uses provided for the use of residents of the Planned Development or for general public use.

Staff feel the proposal – the adaptive residential reuse of the former Eastwood Elementary School building and the potential future construction of an additional apartment-style building in the rear of the lot - is within the scope of the above permitted uses.

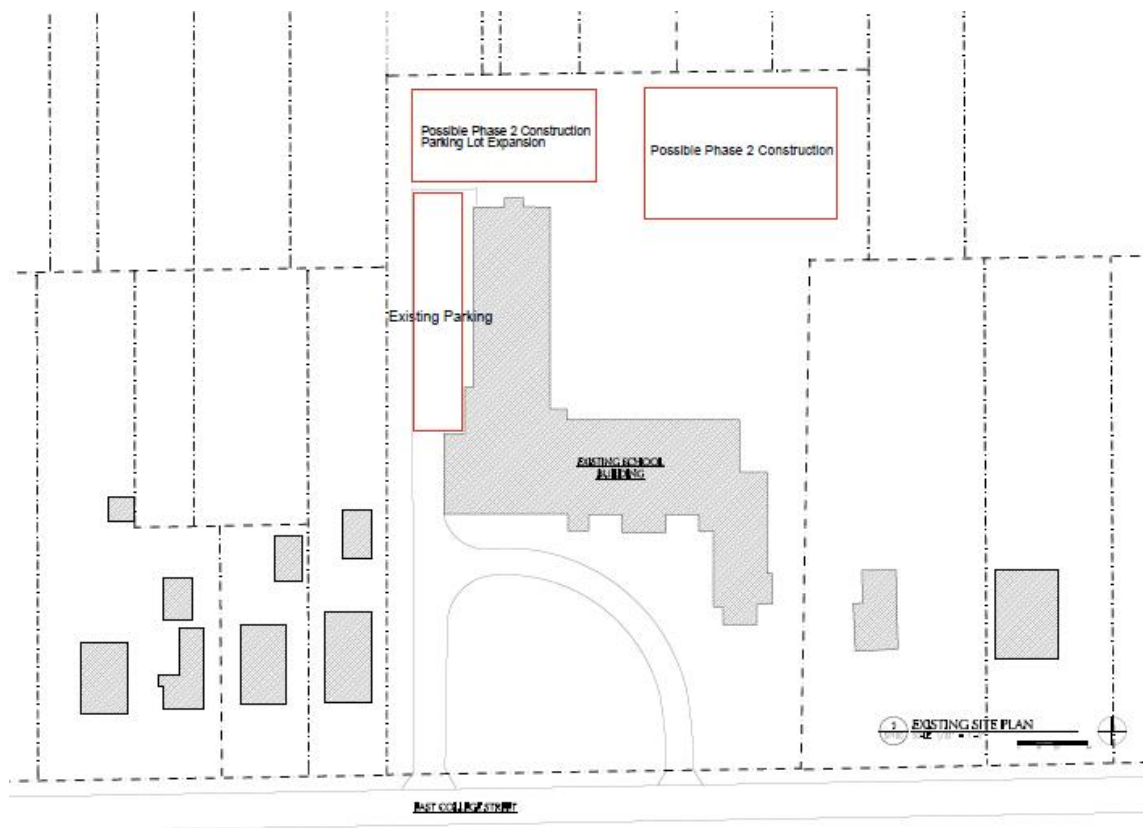


Image #1: Conceptual site plan submitted by applicant showing prospective two-phase redevelopment and development project.

DEPARTMENT COMMENTS

OMLPS Director's Comments:

OMLPS did not have any issues with the proposed rezoning.

City Engineer's Comments:

The City Engineer had no concerns with the proposed rezoning.

Public Works Director's Comments:

The Public Works Director did not have any issues with the proposed rezoning.

Fire Department's Comments:

The Fire Department did not have any comments regarding this rezoning request.

Police Department's Comments:

The Police Department did not have any issues with the proposed rezoning.

Building Official's Comments:

The Building Official did not have any issues with the proposed rezoning

CONCLUSION/RECOMMENDATION

Planning staff have no objection to the approval of the proposed rezoning and feel that it is compliant with the future land use goals in the Comprehensive Plan.



CITY OF OBERLIN

APPLICATION FOR PLANNING COMMISSION APPROVAL

TYPE OF APPLICATION (please check all that apply):

- | | |
|---|---|
| ☒ Amendment to the Zoning Map | ☐ Parking/Loading Variance |
| ☐ Conditional Use Permit | ☐ Site Plan |
| ☐ Other: _____ | |

APPLICANT/AGENT INFORMATION:

Property Owner: OBERLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION

Property Owner Address: 153 N MAIN ST OBERLIN, OH 44074

Property Owner Contact Person: ROBERT RINEHART

Property Owner Contact Person Telephone: 440-776-4552

Property Owner Contact Person Email Address: rrinehart@oberlinschools.net

APPLICATION AUTHORIZATION:

An application signed by the property owner of record is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

[Signature]
Signature of Owner

02-24-26
Date

Authorized Agent Name: Y.U. PROPERTIES LLC

Authorized Agent Address: 2129 ANN ST PHILDELPHIA, PA 19134

Authorized Agent Contact Person: YOSSI LEVY

Authorized Agent Contact Person Telephone: 215-403-4288

Authorized Agent Contact Person Email Address: yossi.levy@gmail.com

PROPERTY OWNER PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of 198 E. COLLEGE ST OBERLIN, OH (municipal street address of property), I hereby authorize YOSSI LEVY to act on my behalf during the Planning Commission approval process.

Signature of Owner

Date

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address: 198 E COLLEGE ST OBERLIN, OH 44074

Lorain County Permanent Parcel Number(s): 09-00-086-109 - 048, 049, 050, 051, 014, 017, 021, 015

For Amendments to the Zoning Map ONLY:

Legal Description of Property (check property deed for description): _____

ZONING:

Existing Zoning (please check one):

- ☐ R-1/Single-Family Dwelling District
- ☐ R-1B/Single-Family Dwelling District
- ☐ PD/Planned Development District
- ☐ C-1/Central Business District
- ☐ C-3/Planned Highway Commercial District
- ☐ CDD/Conservation Development District

- ☐ R-1A/Single-Family Dwelling District
- ☒ R-2/Dwelling District
- ☐ P-1/Public Park and Recreation District
- ☐ C-2/General Business District
- ☐ M-1/Light Industrial District
- ☐ O/Office District

Requested Zoning District Classification (for rezoning applications only – please check one):

- ☐ R-1/Single-Family Dwelling District
- ☐ R-1B/Single-Family Dwelling District
- ☒ PD/Planned Development District
- ☐ C-1/Central Business District
- ☐ C-3/Planned Highway Commercial District
- ☐ CDD/Conservation Development District

- ☐ R-1A/Single-Family Dwelling District
- ☐ R-2/Dwelling District
- ☐ P-1/Public Park and Recreation District
- ☐ C-2/General Business District
- ☐ M-1/Light Industrial District
- ☐ O/Office District

PROPOSED DEVELOPMENT (check those that apply):

- ☒ New Construction (New Building(s))
- ☒ Addition/Alteration to Existing Building(s)
- ☒ Change of Use in Existing Building(s)

Description of Proposed Development (describe in detail your development plans, including proposed size and use of building or proposed addition, days of operation, hours of operation, seating capacity, etc. Attach additional page(s) if necessary): RENOVATE & UPDATE EXISTING

BUILDING FOR APPROX. 17 HOUSING UNITS WITH COMMON AREAS DESIGNATED TO
FACILITATE TENANTS NEEDS. PHASE II - STILL IN DEVELOPMENT. POSSIBLY
CONSTRUCT A NEW 2-3 STORY APARTMENT BUILDING.

DETAILED PROPERTY INFORMATION:

Lot or Parcel Width: 360'

Land Area of Property: 5.57 ACRES (in sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 38,438 SQ. FT. (in sq. ft. or acres)
 Building #2: _____ (in sq. ft. or acres)
 Building #3: _____ (in sq. ft. or acres)
 Additional: _____ (in sq. ft. or acres)

Total Building Coverage (as % of lot area): 16%

Gross Floor Area of Building(s) on Property (identify the square footage of different uses for all buildings (i.e. 800 sq. ft. is retail space and 500 sq. ft. is storage space, etc.)): _____

Building Height: 19 FEET

Proposed Building(s) Height (for any new construction): _____

Number of Dwelling Units (if applicable): PHASE I - APPROX 17 UNITS PHASE II - TBD

Number of Proposed Off-Street Parking Spaces: _____

Number of Proposed Loading Spaces: _____

Parking Area Coverage - including driveways (in sq. ft.): _____
Landscaped Area (in sq. ft.): _____

NOTE: Applicants and/or their Authorized Agents are strongly encouraged to attend Planning Commission meetings.

REQUIRED SUBMITTALS:

Conditional Use Permits, Site Plan Approvals, etc.:

- A copy of a site plan for property (site plan approvals and conditional use permit approvals).
- A copy of other plans as required for site plan approval (see Section 1357.04 of Zoning Code).
- Application forms and plans can be submitted as paper copies or digital copies of plans can be e-mailed to the Director of Planning and Development at chandy@cityofoberlin.com.
- Application fee for **Site Plan Approvals: \$100.00**
- Application fee for **Conditional Use Permits: \$125.00**

For Amendment to the Zoning Map Applications:

- A copy of a site plan for property.
- Application forms and plans can be submitted as paper copies or digital copies of plans can be e-mailed to the Director of Planning and Development at chandy@cityofoberlin.com.
- 1 copy of the deed or legal description for property.
- Application fee: **\$250.00**

NOTE: In addition to said fees, the City may also collect from the applicant any extraordinary costs (as determined by the City) that the City may incur in providing any required hearing notification, professional assistance to evaluate the plans, etc.

****There will be a fee of \$300.00 assessed to any applicant requesting a "special/emergency" meeting of the Planning Commission.****

July 6, 2026

6. A.

Through: Greg Holcomb, City Manager

From: Jeff Baumann, Public Works Director

SUBJECT: Ordinance No. 26-51 AC CMS: An Ordinance Authorizing a Second Amendment to the Contract with Environmental Design Group, Inc. of Akron, Ohio, to Provide for Additional Professional Engineering Services for the State Route 58 South Active Transportation Improvements to go into Immediate Effect

Attachments

Ordinance No. 26-51 AC CMS
Recommendation
Contract Amendment2

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-51 AC CMS

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE CONTRACT WITH ENVIRONMENTAL DESIGN GROUP, INC. OF AKRON, OHIO, TO PROVIDE FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE STATE ROUTE 58 SOUTH ACTIVE TRANSPORTATION IMPROVEMENTS TO GO INTO IMMEDIATE EFFECT

WHEREAS, by Ordinance No. 23-46 AC CMS, the City Council of the City of Oberlin authorized the City Manager to enter into a contract with Environmental Design Group, Inc. of Akron, Ohio for professional engineering services for the State Route 58 South Active Transportation Improvements in an amount not to exceed \$197,070.00; and

WHEREAS, by Ordinance 26-10 AC CMS, the City Council authorized an amendment to said contract in the amount of \$33,340.89 for additional professional engineering services including preliminary drainage calculations for the State Route 58 South Active Transportation Improvements; and

WHEREAS, it has been determined that existing storm water drainage systems serving the areas on and adjacent to the proposed State Route 58 South Active Transportation Improvements are near, at and/or above capacity; and

WHEREAS, an additional contract amendment with Environmental Design Group, Inc. is required to provide professional engineering services to evaluate the necessary improvements to storm water drainage systems serving the proposed State Route 58 South Active Transportation Improvements.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to execute the second contract amendment with Environmental Design Group, Inc. of Akron, Ohio for additional professional engineering services for the State Route 58 South Active Transportation Improvements in an amount not to exceed \$27,865.13. A copy of the proposed contract amendment is attached hereto and incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. To provide funding for necessary additional engineering services for the State Route 58 South Active Transportation Improvements, and provided that at least five (5) members of Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: _____

2nd Reading: _____

3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:



July 2, 2026

TO: Council President
City Council Members

FROM: Jeff Baumann, Public Works Director

CC: Council Appointees

THROUGH: Greg Holcomb, City Manager

SUBJECT: Environmental Design Group
SR58 South Active Transportation Improvements Design Contract, Amendment 2

Purpose and Recommendation

The Public Works Department recommends that City Council authorize a proposed second amendment to the engineering services contract with the Environmental Design Group (EDG) for the SR58 Active Transportation Improvements project in the amount of \$27,865.13. In combination with the first amendment, this will adjust the not-to-exceed contract amount to \$258,276.02. A copy of the proposed contract amendment is attached.

Background and Discussion

The Public Works Department continues to work with EDG to address design challenges related to the proposed multi-use path on the west side of SR58 South, from Hamilton St. to US20 and continuing west to link to the existing sidewalk at Wendy's Restaurant.

On February 17, 2026, by Ordinance 26-10, City Council authorized the first amendment to the contract to provide for various additional services, including:

- Trail re-alignment to eliminate the need to acquire permanent and temporary easements
- Presentation and discussion of the range of options for the Reserve Avenue trail crossing
- Development of a preliminary ODOT Abbreviated Safety Program grant for the installation of a Pedestrian Hybrid Beacon near the driveway entrance to Aldi.
- Drainage calculations.

The drainage calculations confirm that the impervious surface of the multi-use path will exceed existing drainage capacity – exacerbating flood potential. The drainage calculations indicate that approximately 3,800 lineal feet of existing storm sewers will need to be increased in size (from 12" to 42") to provide adequate capacity.

There are (3) catchment areas:

1. from Reserve Avenue north towards Hamilton St. and continuing north to Evans Ditch (south of the Fire Station)
2. from Reserve Avenue south to Gott Ditch
3. from US 20 north to Gott Ditch

EDG needs additional information to determine the feasibility and scope of the required design effort. This includes additional topographic survey information to inform future design and additional engineering analysis of drainage and detention. These are detailed in the proposed second contract amendment, Phase 10 and Phase 11.

Project Manager Kyle Lukes has indicated that this work can proceed immediately with a goal of having a third contract amendment for the design of the necessary stormwater system improvements on the City Council agenda for August 17th.

Fiscal Impact

While we did not specifically budget for the additional design services in 2026, the contract amendment is not unanticipated. Funding is available with Stormwater Reserve Fund 809

Consultation

The proposed contract amendment is the result of the continuing collaboration between EDG's Associate Director for Trails & Active Transportation, Kyle Lukes, City Engineer Randall Roberts and me. The proposed contract amendment and draft authorizing legislation have been provided to Law Director Jon Clark for review and approval.

Conclusion

The Public Works Department recommends that City Council authorize the proposed engineering services contract amendment with the Environmental Design Group (EDG in an amount not to exceed \$27,865.13. We further recommend that City Council approve the authorizing legislation to go into Immediate Effect at the July 6, 2026 meeting in order to continue this important work in a timely fashion.

Cc: Randall Roberts, P.E., City Engineer



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

July 1, 2026

Jeff Baumann, Public Works Director
City of Oberlin
85 South Main Street
Oberlin, Ohio 44074

Subject: Professional Design & Engineering Services for State Route 58 South - Active
Transportation Improvements Amendment #2
Environmental Design Group No. 22-00749-010

Dear Mr. Baumann,

Per our meeting on June 12, 2026, please find here Amendment #2 to the Agreement between City of Oberlin (Client) and Environmental Design Group, LLC, hereinafter Consultant, dated June 1, 2023. The following items are the changes made to the referenced agreement:

Phase 10 – Additional Topographic Survey

Our subconsultant, Rafter A, Ltd., will perform field work associated with creating the necessary base survey information.

Topographic survey information will be obtained as shown in Figure 2 and outlined in red.

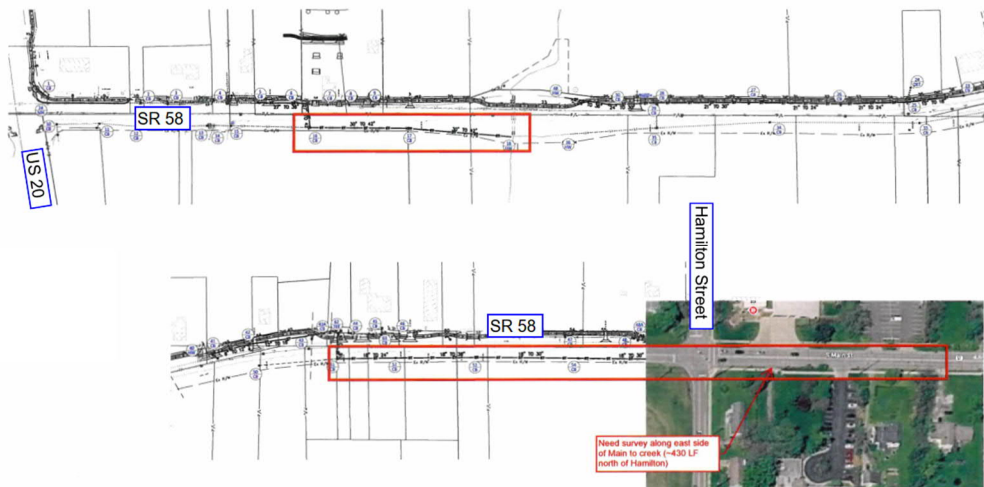


Figure 2

The survey shall include:

- The Project shall be referenced to Ohio State Plane North Zone via GPS observation scaled locally to the ground. All benchmarks and control points set shall be verified with traditional survey methods utilizing robotic total stations and standard level techniques to ensure accuracy and quality of work. Rafter A, Ltd. may utilize drone technology to obtain LIDAR data and to create a current orthophotograph of the Project area for reference. All data shall be verified to ensure that representation of ground data is accurate.

- Topography to depict centerline grade of road; edge of pavement grades; driveway geometry, material and grade; and ditch line geometry and grade. Cross sections shall be obtained at approximately every 50 feet, or closer as needed, to depict existing conditions for design purposes.
- Topography shall be obtained on the west side of the road where crossings will take place. It is anticipated that these crossings will take place at Hamilton, Reserve Way, Near Aldi's Entrance and US Route 20 (north side). This proposal assumes that topographic data will be gathered at a minimum of 50 ft north & south of the crossing areas.
- Existing utility locations and depths, including water service locations, overhead lines, manhole and catch basin depths, and pipe material and inverts will be identified. Field locations shall be supplemented with record data and OUPS locations. Structure slabs shall be obtained where possible. Slabs that are unable to be obtained due to debris and/or disrepair shall be noted for the Client's reference. (Utility Investigation Level C)
- All other planimetric features in the Project boundary shall be plotted, including but not limited to mailboxes, poles, fences, cemetery features, signs, trees (including sizes over 4" dia.), landscaping items. Areas of dense vegetation and landscaping shall be noted as such.
- Roadway pavement markings and traffic control markings shall be identified including all lane lines, stop bars, signs & signals.
- Monuments & Pins shall be obtained to establish the road centerline and right-of-way. This task shall be done per OAC 4733-37 Standards. Individual property lines will not be fully developed during this task. Property lines shall be shown per available record information and/or County GIS data and shall be utilized for establishing potential right-of-way takes and easement acreages only. Exact takes/easements exhibits & legal descriptions shall NOT be prepared without additional establishment of exact property line information and are not included as part of this proposal. Right-of-way shall be established for both the West & East side of the roadway as well as entire intersection areas of Hamilton, Reserve Way & US Route 20.
- Rafter A, Ltd. shall utilize Rafter A, Ltd. AutoCAD Civil 3D template files to produce the basemap & existing conditions plan sheets.
- Ownership information shall be prepared without the benefit of title searches. Ownership information shall be obtained from available County GIS & Auditor Information.
- Provide overall maps with general contour information (OGRIP data), overall aerial data & GIS property lines for reference. These maps shall be utilized for determining overall drainage areas & drainage pattern.
- Project deliverables shall include:
 - a) An AutoCAD DWG basemap file (Civil3D 2023 or later) including all parcel owners & information in model space of the file.
 - b) Existing Conditions Surface XML file will be provided with heat contours.
 - c) High-resolution current 2023 Aerial Photographic Drone image of the site. LIDAR Data may be obtained for reference purposes and provided as a reference surface outside of the initial Project limits.
 - d) All pictures, videos, notes, sketches, reference plans, field data shall be provided to the Client for their use and interpretation.
 - e) Provided property owner list as requested
 - f) Provided final points list in CSV format.
 - g) Rafter A, Ltd shall prepare a Final Project Control and Alignment reference sheet for inclusion in the plan set. This shall be generally scaled at 1":100' and shall include all notes/details related to Project control establishment and notes/details for centerline alignments. Plan Sheet shall be prepared on standard 22" x 34" plan sheets

(Rafter A Ltd. Template). Overall Property Ownership Sheet(s) & Existing Conditions Plan View Sheet(s) are not included, however, they can be provided under a separate price proposal if required

Phase 11 – Drainage and Detention Analysis

- A. Perform analysis of the existing storm sewer system to assess if stormwater control measures can be installed within the Project limits to alleviate localized flooding conditions. These include but are not limited to dry detention basins, underground pipe or concrete vault storage, and permeable pavement, or installation of new storm sewer pipe, adjacent to existing storm sewer within the SR 58 ROW.
- B. Perform stormwater calculations of pre-developed and post-developed runoff rates.
- C. Perform stormwater detention and conveyance calculations.
- D. Generate stormwater and storm sewer models to assess the impact of improvements.
- E. Provide preliminary cost opinion for stormwater control measures.
- F. Deliverable will include an exhibit with feasible locations and supporting calculations.
- G. Conduct one (1) virtual meeting with the Client to discuss the calculations and summary of analysis to determine next steps.

Project Schedule

Phase 10 is anticipated to be completed in four (4) to six (6) weeks from contract authorization.

A portion of Phase 11 can begin within 14 days upon contract authorization. The remaining portion, which relies on the additional topographic survey, is anticipated to be completed in two (2) to three (3) weeks from receiving the additional survey basemap.

Assumptions and Exclusions

All assumptions and exclusions from the original referenced contract apply to this scope of services.

New Assumptions for additional scope items:

The scope does not include analysis of impacts to floodplain elevations, base flood elevations, or associated permitting.

Consultant will invoice for the described professional services on a time-and-expense basis. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed. Please refer to the attached Exhibits for the updated Standard Fee Schedule and Phase 10 and 11 fees. We estimate the fee for these professional services at an amount not to exceed Twenty-Seven Thousand Two Hundred Thirty-Five Dollars and Eighty-Eight Cents (\$27,235.88).

If this change is satisfactory, you may authorize the Consultant to proceed at once by signing one (1) copy of this letter and returning it. If there is a need for clarification, please contact me at (330) 375-1390.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Lukes".

Kyle Lukes, PLA, ASLA
Associate Director, Trails & Active Transportation
ACCEPTED: City of Oberlin

By _____

Title _____

Date _____

Name of Client's Designated Representative:



Fee Proposal
City of Oberlin
SR-58 South - Active Transportation Improvements - Amendment #2
 July 2, 2026

	Principal	Project Manager	Sr. Drainage Engineer	Drainage Engineer	Roadway Engineer	Jr. Engineer/CAD	CADD Designer	GIS Specialist	Admin	Total Hours	Miles	Other Direct Costs	Sub-consultant	Total Cost
Phase 10 - Additional Topographic Survey														
Rafter A Additional Topographic Survey		1					4			5			\$ 7,500	\$8,357.89
EDG Project Management		2							2	4				\$796.49
										0				\$0.00
										0				\$0.00
										0				\$0.00
										0				\$0.00
Subtotal Phase 10 - Additional Topographic Survey	0	3	0	0	0	0	4	0	2	9	0	\$ -	\$ 7,500	\$9,154.38
Phase 11 - Drainage and Detention Analysis														
EDG Project Management	2	4							4	10				\$2,222.22
EDG Attend summary meeting (1 Virtual)		2	2							4				\$1,052.69
EDG Attend Site Visit (1 In-Person)										0				\$0.00
EDG Detention Basin Analysis			2	8						10				\$1,707.72
EDG Underground Pipe Storage Analysis			4	16						20				\$3,415.44
EDG Underground Concrete Vault Storage			2	8						10				\$1,707.72
EDG Permeable Pavement Storage			2	8						10				\$1,707.72
EDG Generate HydroCAD Stormwater Model			1	4						5				\$853.86
EDG Generate SSA Stormwater Model			3	16						19				\$3,152.94
EDG Exhibit of feasible locations			1	8						9				\$1,445.22
EDG Opinion of Probable Cost			1	8						9				\$1,445.22
										0				\$0.00
										0				\$0.00
Subtotal Phase 11 - Drainage and Detention Analysis	2	6	18	76	0	0	0	0	4	106	0	\$ -	\$ -	\$18,710.75
TOTAL BASE CONTRACT	2	9	18	76	0	0	4	0	6	115	0	\$ -	\$ 7,500	\$27,865.13

PROJECT SUMMARY - BASE COST	
TOTAL HOURS	115
TOTAL LABOR COSTS	\$20,365.13
Subconsultants	\$7,500.00
Reimbursable Expenses	\$0.00
TOTAL BASE COST	\$27,865.13

PROJECT SUMMARY - TOTAL COST	
TOTAL HOURS	115
TOTAL LABOR COSTS	\$20,365.13
Subconsultants	\$7,500.00
Reimbursable Expenses	\$0.00
TOTAL COST	\$27,865.13

July 6, 2026

6. B.

Through: Greg Holcomb, City Manager

From: Greg Holcomb, City Manager

SUBJECT: Ordinance No. 26-52 AC CMS: An Ordinance Authorizing the City Manager to Enter Into a Contract with McCaulley & Associates for Grant Writing Services to Go Into Immediate Effect.

Attachments

Ordinance No. 26-52 AC CMS

Memo

McCaulley & Company Contract

CITY OF OBERLIN, OHIO

ORDINANCE 26-52 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH MCCAULLEY & COMPANY LLC FOR THE PROVISION OF GRANT SUPPORT AND GRANT WRITING SERVICES TO GO INTO IMMEDIATE EFFECT.

WHEREAS, this Council deems it in the best interest of the city to engage professional services for grant support and grant writing.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the Oberlin City Manager is hereby authorized and directed to enter into a Consultant Services Agreement with McCaulley & Company, LLC, an Ohio limited liability company, substantially in the form attached hereto as Exhibit "A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. To facilitate access grants for the City of Oberlin, and if at least five (5) members of Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading - _____

2nd Reading - _____

3rd Reading - _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:



Greg Holcomb
City Manager

July 1, 2026

To: City Council President
City Council Members

CC: Council Appointees

From: Greg Holcomb, City Manager

Subject: Grant Writing Services

Over the past several months, City Council and staff have expressed a strong interest in expanding the City's capacity to pursue grant funding opportunities. As the City continues to advance significant infrastructure, housing, sustainability, and economic development initiatives, obtaining outside funding will be increasingly important to accomplishing our goals while minimizing the financial impact on local taxpayers.

In response to this interest, I have researched and evaluated a variety of grant writing firms and software tools designed to assist local governments in identifying and securing grant funding. While grant management software can be a useful resource for tracking opportunities, it does not replace the expertise and relationships necessary to develop competitive grant applications or effectively advocate for funding at the state and federal levels.

After reviewing several options, I recommend that the City retain **McCaulley & Company** to provide comprehensive grant writing and government relations services. McCaulley & Company has extensive experience working with Ohio municipalities and has a proven track record of helping local governments secure grant funding while providing strategic advocacy with state and federal agencies and elected officials.

The proposed scope of services includes:

- Identification of grant opportunities aligned with the City's priorities.
- Assistance in preparing and submitting competitive grant applications.
- Strategic guidance on funding opportunities and grant strategy.
- State and federal government relations and lobbying services.



Greg Holcomb
City Manager

- Advocacy on behalf of the City with state and federal agencies and legislative offices.

The proposed cost for these services is **\$11,000 per month**.

Given the number and scale of projects currently underway and those anticipated in the coming years, I believe this investment will significantly enhance the City's ability to secure external funding and strengthen our relationships with state and federal partners. The potential return on investment through successful grant awards could substantially exceed the annual cost of these services.

I respectfully recommend that City Council authorize the City Manager to enter into an agreement with McCaulley & Company for grant writing and government relations services at a monthly cost of **\$11,000**.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this “Agreement”), effective as of the 1st day of July 2026 (the “***Effective Date***”), is made between CITY OF OBERLIN, an Ohio municipal government (the “***Client***”), and MCCAULLEY&COMPANY LLC, an Ohio limited liability company (“***Company***”).

In consideration of the mutual promises set forth in this Agreement, the Client and Company hereby agree as follows:

1. Retention; Performance of Services

1.1 The Client hereby retains Company commencing as of the Effective Date and ending June 30, 2027. Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice.

1.2 Company shall provide to the Client those services described on Exhibit A attached hereto (the “***Services***”). Subject to Sections 1.3 and 3 hereof, the Services shall be provided in accordance with the timetable agreed upon by the Client and Company.

1.3 The Client agrees that Company’s performance of the Services is dependent on the Client’s timely and effective cooperation with Company. Accordingly, the Client acknowledges that any material delay by the Client may result in Company being released by Client from any obligation or scheduled deadline under this Agreement. Company shall not be responsible for delays or failures in performing or completing the Services if such delay or failure arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, riots, insurrections, quarantine restrictions, restraint of government or people, shortages of labor, materials or supplies, earthquakes, electrical outages, computer or communication system failures, severe weather and acts or omissions of subcontractors and third parties.

2. Compensation

2.1 Company will be paid a \$132,000 fee in twelve (12) monthly installments of \$11,000 for its Services (the “***Base Fee***”). Invoices will be payable within thirty (30) days of the invoice date. The Client will be invoiced on or about the 1st day of each month for the Base Fee for the Services to be provided during the following month.

2.2 The Base Fee shall be subject to adjustment to reflect any Change Orders (as defined below) to the Services.

2.3 The Client shall reimburse Company for reasonable expenses incurred in providing the Services, including, but not limited to, expenses relating to postage and express mail service, copying, printing or other duplication, production of submission forms and documents, and reasonable expenses for any travel outside of Cuyahoga County, Ohio or the counties adjacent to Cuyahoga County, Ohio (in which case mileage will be reimbursed at the then current IRS rate). Such expenses will be detailed as incurred on invoices submitted by Company and payable upon the same terms as the Base Fee. If any reimbursable travel involves work for Client and any other

entity engaged by Company, reasonable expenses will be split between Client and such other entity based upon the percentage of work for Client and such other entity, respectively. Notwithstanding the foregoing, Client shall not be required to reimburse any individual expense in excess of \$500 without prior written approval from Client.

2.4 Notwithstanding anything stated in this agreement to the contrary, if sufficient funds are not appropriated and budgeted by Client's governing body in any fiscal period for the payments set forth in this Agreement and Client has exhausted all funds legally available for such payments due under this Agreement, then Client will, upon not less than thirty (30) days provide the Company written notice of such non-appropriation and this Agreement will terminate as of the last day of Client's fiscal period for which funds for such payments are available.

3. *Changes to Services*

The Client may, with the approval of Company, issue written directions (a "***Change Order***"), which may change the manner or timetable of performance of the Services or include additional work which was not originally included in the scope of the Services. No Change Order shall be effective to modify the terms of this Agreement unless signed by the Client and approved in writing by Company, which approval may be conditioned upon adjustment to the Base Fee or the timetable of production of the Services. All Change Orders approved by Company shall be applied on a prospective basis and shall have no retrospective effect.

4. *Standard of Care; Conflict of Interest*

4.1 Company shall perform the Services in accordance with generally accepted industry standards, using personnel possessing competency consistent with such standards. No other representation, express or implied, and no warranty or guarantee is included in or implied by this Agreement or any report, opinion, deliverable, work product or document delivered in connection with the Services. Subject to the standards set forth herein, Company may hire or retain subcontractors to assist with providing the Services to Client, subject to Client's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

4.2 Company shall conduct itself in accordance with the highest ethical standards and shall not engage in activities that create a conflict of interest with Client. For purposes of this Agreement, "conflict of interest" shall mean situations where Company represents another entity that is in direct competition with Client for a grant or other award where it would be impossible for both Client and such other entity to be successful with respect to such grant or other award, without the Client's prior written consent.

5. *Ownership of Work Product, Scope of Use*

All work product delivered by Company to the Client pursuant to the terms of this Agreement shall be the sole property of the Client. Nothing in this Agreement, however, shall prohibit or limit Company's ownership and use of ideas, concepts, know-how, methods, models, technical data, techniques, computer programs, skill knowledge and experience that were used, developed or gained in connection with this Agreement or the provision of the Services.

6. *Limitation of Liability*

6.1 Company's liability for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the Base Fee received by Company from the Client for the particular Service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any special, indirect, consequential (including economic losses, such as profits or loss of use), and punitive damages.

6.2 The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Company, upon receipt of written notice, to (i) use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Company is at fault, or (ii) return to the Client the Base Fee received by Company for the particular Service provided that gives rise to the claim, subject to the limitation contained in Section 6.1 hereof. The Client agrees that it will not allege that this remedy fails its essential purpose. The Client shall give Company written notice within sixty (60) days after obtaining knowledge of the occurrence of any claim or cause of action which the Client believes that it has, or may seek to assert or allege, against Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Company with respect hereto. If the Client fails to give such notice to Company, the Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding.

6.3 Each of the Client and Company recognizes and agrees that the obligations of the other under this Agreement does not and shall not constitute personal obligations of any of the officers, directors, members, employees, agents, advisors, beneficiaries, managers, partners, or affiliates of such party (the "**Ownership Parties**"), and the Client and Company agree that neither shall bring any claim against or assert any personal liability on the part of any Ownership Parties, and shall look solely to the Client or Company, as applicable, for satisfaction of any claim under this Agreement.

7. *Third Party Claims; No Liability of Company*

Each Party agrees that it (and any Ownership Parties) shall not be liable to the other for any claims, demands, actions, fines, penalties, liabilities, losses, taxes, damages, injuries and expenses (including, without limitation, reasonable attorneys' fees and consultants' fees and costs) arising out of any allegations brought against any Party by any third parties in any manner related to or arising out of this Agreement or resulting from the use by the Company, the Ownership Parties, any subcontractors or Client, in connection with providing the Services, of any materials or images furnished by the Client. The Client represents and covenants that to the best of its knowledge, no materials, information or images delivered by the Client to Company in connection with this Agreement is or will be subject to any claims of infringement. The Parties agree that this provision is not intended to be drafted or interpreted to provide indemnification by any Party to another Party.

8. *Assignment*

This Agreement shall be binding upon and inure to the benefit of the Client and Company and their respective successors, and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. *Independent Contractor*

The parties acknowledge and agree that Company is, and will remain, an independent contractor of Client and not an employee, partner, joint venturer, or agent of Client.

10. *Notices*

Any notices delivered pursuant to this Agreement shall be given by personal delivery, overnight courier or certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as designated in writing to the other party:

Company:	Attention: Justin R. McCaulley McCaulley&Company LLC 19660 Roslyn Drive Rocky River, Ohio 44116
----------	--

Client:	Attention: Greg Holcomb City of Oberlin 85 S. Main Street Oberlin, Ohio 44074
---------	--

Notices will be considered delivered (i) on the day of personal or electronic delivery, (ii) one business day after deposit with an overnight carrier, and (iii) three business days after deposited with the U.S. Postal Service.

11. *Entire Agreement*

This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

12. *Amendments*

This Agreement shall not be modified, in whole or in part, except by a written agreement signed by Company and the Client.

13. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of law.

14. *Severability*

If any provision of this Agreement is held by any court or arbitrator with jurisdiction over this Agreement to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

15. *Counterparts*

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

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

CITY OF OBERLIN

By: _____
Name: Greg Holcomb
Title: City Manager

Approved as to Form:

Jon D. Clark, Law Director

MCCAULLEY&COMPANY LLC

By: _____
Name: Justin R. McCaulley
Title: President

EXHIBIT A TO CONSULTING SERVICES AGREEMENT

McCaulley&Company will provide the City of Oberlin (Client) the following services:

Client Strategic Profile: McCaulley&Company will work with Client to develop a strategic profile of the organizational mission, goals, and objectives to be supported by McCaulley&Company's Grant Support services. Specific attention will be dedicated to establishing Client priorities in the following categories:

- Issues/Topics—Broad areas of Client interest to be impacted by funding opportunities
- Projects/Cases—Specific items or problems to be addressed and pushed toward funding or resolution

Opportunity Identification & Qualification: McCaulley&Company will identify a list of funding opportunities relevant to Client's strategic profile and confirm availability and eligibility.

Strategy: McCaulley&Company will apply MORE BETTER FASTERSM here to identify what positions Client uniquely to compete for funds against other organizations in the eyes of the funder.

Project/Program/Priority Review & Selection: McCaulley&Company will work with Client to review funding opportunities, and then select and scope appropriate projects, programs, and/or priorities which demonstrate alignment between Client's strategic profile and the purpose of the funding opportunity.

Project Collaborators/Partners: McCaulley&Company will work with Client to identify and engage collaborative partners to enhance Client's proposals to, and influence decisions of, funding decision-makers.

Government Relations (State of Ohio and Federal)

McCaulley&Company will provide Client with government relations representation at the State of Ohio and federal levels of government. This support will serve the Funding goal of the initiative. This work will focus on building relationships with the executive branch of government in the State of Ohio and the federal level. These relationships will then be leveraged to position Client's projects/programs for funding in future funding opportunities.

McCaulley&Company will guide Client through this process by presenting these opportunities to staff, supporting the contemplation and selection of appropriate projects or programs to propose, producing and submitting the final proposals to government officials, and advocating for those proposals through the completion of the process. McCaulley&Company will also stand ready to assist Client in raising its voice on policy issues identified in the Client Strategic Profile, which may arise during the course of this initiative.

Relationship Plan: McCaulley&Company, with necessary input and support from Client, will develop and execute a relationship plan that includes leveraging decision influencers and informing decision-makers at each step of the decision-making process (e.g., introductory meetings, expository Q&A sessions, letters of support, site visits, etc.).

Grant Writing

McCaulley&Company will apply its broader lens for grant and policy opportunities to support the ongoing work of Client as outlined below. This support will serve the Funding goal of the initiative.

On-call Grant Research and Review: McCaulley&Company will provide on-call grant research in addition to the areas defined above and areas that may be identified through the opportunity identification & qualification process and throughout the duration of the initiative.

McCaulley&Company will continue to monitor and track identified opportunities and leverage connections with funders to inform decisions at each step of the grant process.

Proposal/Request Preparation: McCaulley&Company will prepare, complete, and submit, with necessary input and support from Client (e.g., demographics, catchment area, population served, budget, cost estimates, environmental site review, designs, maps, project concepts, and/or drawings, etc.), appropriate funding proposal/request or educational and advocacy materials in pursuit of aligned funding or policy opportunities.

Proposal/Request Support (Red Teaming): In addition to the Proposal/Request Preparation support outlined above, McCaulley&Company will collaboratively review and edit funding proposals/requests or educational and advocacy materials created by Client' staff in pursuit of aligned funding opportunities. This process ensures outgoing proposals provide a consistent message about Client' projects and programs while also ensuring the proposals are optimally addressing the actual requirements of the aligned funding opportunity.

Questions & Answers: McCaulley&Company will serve as a liaison between Client and grant or policy decision-makers to identify obstacles and answer questions that arise during the decision-making process.

July 6, 2026

6. C.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Ordinance No. 26-53: An Ordinance Enacting New Section 121.07 Of The Oberlin Codified Ordinances, Invalidating Certain Provisions In Contracts For Supplies, Services, and Construction with the City of Oberlin.

Attachments

Ordinance No. 26-53 AC CMS

Ordinance Exhibit A

Memorandum to Council

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-53 AC CMS

AN ORDINANCE ENACTING NEW SECTION 121.07 OF THE OBERLIN CODIFIED ORDINANCES, INVALIDATING CERTAIN PROVISIONS IN CONTRACTS FOR GOODS, SERVICES, AND CONSTRUCTION WITH THE CITY OF OBERLIN.

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION I. That new section 121.07 of the Codified Ordinances of the City of Oberlin be and is hereby enacted as is set forth on Exhibit A attached hereto

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This ordinance shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: _____

2nd Reading: _____

3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:

EXHIBIT A

121.07 Invalid Terms and Conditions

(a) Except as otherwise required or permitted by state or federal law, a contract entered into by the city for the procurement of supplies, services, or for construction projects shall not include any of the following:

- (1) A provision that requires the city to indemnify or hold harmless another person;
- (2) A provision that requires the city to agree to limit the liability for any direct loss to the city for bodily injury, death, or damage to property of the city caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that would otherwise impose an indemnification obligation on the city;
- (3) A provision that requires the city to be bound by a term or condition that is unknown to the city at the time of signing a contract or that may be unilaterally changed by the other party;
- (5) A provision that authorizes a person other than the city Law Director to serve as legal counsel for the city without the approval of the Law Director;
- (6) A provision empowering any person to act as an attorney-in-fact for the city;
- (6) A provision that is inconsistent with the city's public records obligations under sections 149.351 or 149.43 of the Ohio Revised Code;
- (7) A provision for automatic renewal such that city funds are or would be obligated in subsequent fiscal years without prior appropriation by the city council and certification by the Finance Director;
- (8) A provision that would require the payment of interest or a penalty upon delay or default;
- (9) A provision containing a waiver of a right to a jury trial;
- (10) A provision requiring mandatory or binding arbitration
- (11) A provision designating a forum for litigation other than in a state or federal court having jurisdiction in Lorain County, Ohio.

(12) A provision incorporating the laws of any other state other than Ohio for purposes of interpretation or application of law.

(b) If a contract contains a term or condition described in division (a) of this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise shall be enforceable as if it did not contain such term or condition.

(c) A contract that contains a term or condition described in division (a) of this section shall be governed by and construed in accordance with Ohio law, notwithstanding any term or condition to the contrary in the contract.

(d) This section does not apply to a contract in effect before the effective date of this section or to the renewal or extension of a contract in effect before the effective date of this section.

Jon D. Clark, Law Director
jclark@cityofoberlin.com

Carl Felice, Assistant Law Director/Prosecutor

MEMO

DATE: June 30, 2026

TO: President and Members of Oberlin City Council

FROM: Jon D. Clark, Oberlin Law Director

RE: Ordinance Nos. 26-53 AC CMS and 26-54 AC CMS Relating to Contracts Made with the City of Oberlin.

Ordinance Nos. 26-53 AC CMS and 26-54 AC CMS each address recurring issues the administration faces when entering into contracts with outside vendors, suppliers or contractors.

Ordinance No. 26-53 AC CMS:

This ordinance enacts new Section 121.07 of the Oberlin Codified Ordinances to prohibit certain terms and conditions in contracts made with the city.

The city may enter into contracts involving the expenditure of funds only if those funds have been appropriated by the City Council. Under Ohio law, a public official who executes a contract for the expenditure of funds for which there has been no appropriation can be held personally liable for that expenditure. Consequently, there are a number of provisions that the city cannot agree to, but that routinely appear in contracts from vendors, suppliers, and contractors.

A prime example is any provision that requires the city to indemnify a vendor, supplier, or contractor against third-party claims arising from the contract. An indemnity is essentially an open financial commitment to defend, pay for damages, and often court costs and attorney fees on behalf of a vendor, supplier, or contractor who may be sued by a third party. Council will not appropriate funds for that purpose; therefore, the city cannot agree to it. Other examples include provisions that require payment of interest, penalties, or attorney fees if the city fails to meet certain deadlines or other obligations under a contract.

Other contractual provisions that routinely appear are clauses that require the contract to be interpreted under the laws of a state other than Ohio, that any litigation be commenced in a venue outside Ohio, that the city agree to submit disputes to mandatory or binding arbitration, and that require jury trial waivers. These provisions all require that the city compromise its rights and remedies in favor of the vendor, supplier, or contractor.

As the Ohio Supreme Court and other courts have stated, every contractor has the obligation to ascertain whether the contract complies with applicable constitutional provisions, statutes, charters, and ordinances. If it does not, it performs at its peril.

Ordinance No. 26-53 AC CMS is modeled after a near-identical Ohio Revised Code section that is applicable to contracts entered into with the State of Ohio. If passed, the ordinance would codify and be binding on any vendor, supplier, or contractor that enters into a contract with the city, nullifying contract provisions prohibited under the ordinance. Although this does not relieve the law director and department heads of the responsibility to continue reviewing and revising contracts before signature by the city manager, it does provide a contingency in the event a provision is overlooked or where a vendor, supplier, or contractor is unable to modify its contract.

Ordinance No. 26-54 AC CMS:

This ordinance enacts new section 121.08 of the Oberlin Codified Ordinances authorizing the city manager and contracting appointees (i.e., the law director, finance director, and clerk of council) to enter into contracts with suppliers, vendors, and contractors without competitive bidding when, under certain circumstances, it is necessary or desirable to contract for a specific piece of equipment or a specific contractor.

On occasion, it is desirable for the city to enter into contracts with a vendor or supplier of goods and services that are peculiar to the city's particular needs even though there may be similar goods or services available from other vendors or suppliers. Under those circumstances, the city has historically utilized provisions of Section 735.051 of the Ohio Revised Code, which authorizes contracts to be made without competitive bidding where there is a "real and present emergency" as determined by ordinance of Council. Although this process is clearly lawful, it is desirable to have an authority more narrowly focused on the authority to contract with a specific vendor or supplier, even in the absence of a clear and present emergency. Ordinance No. 26-54 AC CMS provides that authority.

Authority, Consultation, and Recommendation:

Both of the preceding ordinances fall squarely within the home rule authority granted by Article XVIII, Section 3 of the Ohio Constitution. Both ordinances have been prepared in consultation with the City Manager and the Public Works Director.

While the ordinances are not presented to go into immediate effect, a waiver of the three-reading requirement is requested so that their provisions will be in full force and effect when the Council returns from its summer recess.

July 6, 2026

6. D.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Ordinance No. 26-54 AC CMS: An Ordinance Establishing New Section 121.08 of the Oberlin Codified Ordinances Authorizing Single Source Contracts with the City of Oberlin for Goods, Services, and Construction Contracts

Attachments

Ordinance No. 26-54 AC CMS

Ordinance Exhibit A

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-54 AC CMS

AN ORDINANCE ENACTING NEW SECTION 121.08 OF THE OBERLIN CODIFIED ORDINANCES AUTHORIZING SINGLE SOURCE PROCUREMENTS FOR SUPPLIES, SERVICES, OR CONSTRUCTION CONTRACTS BY THE CITY OF OBERLIN

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION I. That new section 121.08 of the Codified Ordinances of the City of Oberlin be and is hereby enacted as is set forth on Exhibit A attached hereto

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This ordinance shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: _____

2nd Reading: _____

3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:

EXHIBIT A

121.08 Single -Source Procurements

(a) When authorized by ordinance of the Oberlin City Council, the city manager, or contracting appointee may procure services or construction without competitive bidding upon a determination that there is only one source for the required supply, service, or construction project.

(b) When authorized by ordinance of the Oberlin City Council, the city manager, or contracting appointee may award a contract for supplies, services, or for construction without competitive bidding where there is more than one source for a particular supply, service, or construction project, if in the judgment of the city manager or contracting appointee that it is in the best interest of the city to award a contract to a specific vendor, supplier or contractor based on the particular vendor's, supplier's or contractor's ability to provide the supplies, service or construction given the vendor's, supplier's or contractor's ownership or control of data, patent rights, copyrights, exclusive distribution agreements, warranties, trade secrets, or other similar interests applicable to the required supplies, services, or construction.

(c) The city manager or contracting appointee may determine that a single-source procurement is justified for specific makes and models of equipment, parts, or supplies if all of the following requirements are met:

(i) That the specific equipment, parts, or supplies are being procured for standardization purposes, and that standardization of the equipment, parts, or supplies is, in the judgment of the city manager or the contracting appointee, in the best interest of the city;

(ii) That equipment, parts, or supplies will be used to meet a requirement for replacement parts or additional units that are compatible with existing city equipment;

(iii) That the existing equipment for which the parts or additional units are being procured was obtained through the use of a competitive procurement procedure, or was obtained through a separately justified and approved waiver of competitive procurement; and

(iv) No identical or compatible equipment, parts, or supplies are available from a source that will reasonably be able to supply the required equipment, parts,

or supplies within the necessary time and from a reasonable geographic distance from the city.

(d) The city manager or contracting appointee may determine that procurement through a specific vendor, service, or parts provider, for replacement parts or additional units, is justified to maintain warranty coverage or to obtain software or services compatible with or related to proprietary software utilized by the city.

(e) The city manager or contracting appointee shall maintain a record of single-source procurements, including the identity of the vendor or contractor, the amount and type of each contract, and a listing of the supplies, services, or construction procured under each contract.

July 6, 2026

6. E.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Ordinance No. 26-55 AC CMS: An Ordinance Declaring Seventeen Parcels of Real Property Owned by The City of Oberlin in the Green Acres Subdivision to be Surplus and Authorizing the City Manager to Sell Said Property for Residential Development to Go Into Immediate Effect.

Attachments

Ordinance No. 26-55 AC CMS

Ordinance Exhibit A

Memorandum to Council

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-55 AC CMS

AN ORDINANCE DECLARING SEVENTEEN PARCELS OF REAL PROPERTY OWNED BY THE CITY OF OBERLIN IN THE GREEN ACRES SUBDIVISION TO BE SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL SAID PROPERTY FOR RESIDENTIAL DEVELOPMENT TO GO INTO IMMEDIATE EFFECT.

WHEREAS, the City of Oberlin is the owner of seventeen lots of vacant land within the Green Acres Subdivision located at the intersection of East College Street and Oberlin Road (“Lots”); and

WHEREAS, this Council desires to make said Lots available for residential development to increase housing opportunities within the City of Oberlin.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio.

SECTION 1. That it is hereby determined that seventeen lots of vacant land owned by the City of Oberlin and identified on the plat attached hereto as **Exhibit A** (“Lots”) are not needed for any current or reasonably foreseeable future municipal purpose and that the sale of said Lots is in the best interest of the City; and

SECTION 2. That this Council here determines that seven of said Lots shall be made available for residential construction by MMY US, seven Lots shall be made available for residential construction by Bevan Homes, LLC, and five Lots shall be made available for residential construction by a builder selected by the purchaser of said Lots.

SECTION 3. This Council does hereby direct that the transfer of title to said Lots shall not occur unless and until construction of the residences thereon has been completed and verified by the City Manager.

SECTION 4: That the City Manager is hereby authorized and directed to do all things necessary to sell said Lots for an amount not less than \$43,000 each, subject to the conditions set forth herein and on such additional terms and conditions as the City Manager shall determine to be in the best interest of the City and in a form approved by the City Law Director.

SECTION 5: That unless amended, the authority and directives set forth in this Ordinance shall be in effect until January 1, 2028.

SECTION 6. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open

meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. To facilitate the productive use of land not currently needed for municipal purposes and thereby increase housing opportunity within the City of Oberlin, and provided that at least five (5) members of Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: _____

2nd Reading: _____

3rd Reading: _____

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:



Greg Holcomb
City Manager

July 1, 2026

To: City Council President
City Council Members

CC: Council Appointees

From: Greg Holcomb, City Manager

Subject: Green Acres

In 2011, the City purchased the former Green Acres Youth Home property from Lorain County. Since that time, there have been numerous discussions and proposals regarding residential development at the site. While no formal development plan was adopted, there has been a longstanding desire to construct new housing on the property.

In 2025, City Council approved the subdivision of the Green Acres property into 17 lots suitable for single-family homes.

Earlier this year, City Council dissolved the Green Acres Committee and directed the City Manager to develop a plan for residential development at the site. On April 20, 2026, the City Manager presented a development strategy that included partnering with Bevan Homes LLC and MMY US to construct homes at Green Acres. Since that time, City Council has received presentations from both builders.

At the June 29, 2026, Work Session, City Council discussed allocating six lots each to Bevan Homes LLC and MMY US, while making the remaining five lots available to other qualified builders. Council also discussed authorizing the City Manager to require a signed construction agreement from a builder before approving the sale of a lot.

The proposed ordinance supports the City's Comprehensive Plan, Social Equity Plan, and Climate Action Plan by advancing the development of new residential housing and working with a builder with LEED Platinum certified homes.

Approval of this ordinance will authorize the City Manager to market and sell residential lots at Green Acres, enter into agreements with Bevan Homes LLC and MMY US for the construction of homes, and make additional lots available to other qualified builders. Staff recommended approval of the ordinance.

July 6, 2026

6. F.

Through: Jon Clark, Law Director

From: Jon Clark, Law Director

SUBJECT: Ordinance No. 26-56 AC CMS: An Ordinance Accepting the Annexation of
Approximately 2.3771 Acres of Land From Pittsfield Township to The City of Oberlin
Upon the Petition of DC Acquisition Co. Inc.

Attachments

Ordinance No. 26-56 AC CMS

Ordinance Exhibit A

Ordinance Exhibit B

Memorandum to Council

Memorandum Attachment

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-56 AC CMS

AN ORDINANCE ACCEPTING THE ANNEXATION OF APPROXIMATELY 2.3771 ACRES OF LAND FROM PITTSFIELD TOWNSHIP TO THE CITY OF OBERLIN UPON THE PETITION OF DC ACQUISITION CO. INC.

WHEREAS, a Petition for the annexation of certain territory comprised of approximately 2.3771 acres of land in Pittsfield Township (“Territory”), was filed with the Board of Lorain County Commissioners by the DC Acquisition Co., and

WHEREAS, the Petition was duly considered by the Board of Commissioners on March 10, 2026; and

WHEREAS, said Board of Commissioners has approved the annexation of the Territory to the City of Oberlin, as hereinafter described; and

WHEREAS, the Board of Commissioners certified the transcript of the proceedings in connection with the annexation with the map and petition required in connection therewith, which was received on March 20, 2026; and

WHEREAS, sixty (60) days from the date of receipt of the certification have now elapsed as is provided in the provisions of Section 709.04 of the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED BY the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the application of for the annexation of the Territory described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, in the County of Lorain and located adjacent to the City of Oberlin, an accurate map of which territory together with the petition for its annexation and other papers relating thereto and a certified copy of the transcript of the proceedings of the Board of County Commissioners of Lorain County in relation thereto, are on file with the Clerk of Council of the City of Oberlin, be and the same is hereby accepted.

SECTION 2. That the Clerk of Council is hereby authorized and directed to make three (3) copies of this ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the Lorain County Auditor, one copy to the Lorain County Recorder, and one copy to the Ohio Secretary of State, and shall file a notice of this annexation with the Lorain County Board of Elections within thirty (30) days after it becomes effective, and shall do all other things required by law therein.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall be effective upon the earliest date allowed by law.

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION FOR 15286 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain, and State of Ohio and known as being part of Original Pittsfield Township Lot No. 26, bounded and described as follows:

Beginning at a point in the centerline of State Route 58 as relocated and recorded in Plat Volume 25, Page 47 of the Lorain County Record of Plats, said point being in the Easterly extension of the Northerly line of lands conveyed to George C. & Alice Thieret by deed dated August 1, 1977 and recorded in Deed Volume 1182, Page 195 of Lorain County Record of Deeds; thence in the Northerly line of said Thieret lands, North 89° 16' 12" West, a distance of 2.66 feet to a point in the Easterly line of Original Lot No. 26, said point being the principal place of beginning of lands herein described;

thence continuing in said line, North 89° 16' 12" West, passing through an iron pin set 56.34 feet Westerly therefrom, a distance of 375.74 feet to an iron pin set at the Northwestern corner thereof;

thence North 0° 53' 48" East, a distance of 100.00 feet to an iron pin set;

thence North 83° 13' 48" East, a distance of 379.79 feet to a point in the Easterly line of Original Lot No. 26, passing through an iron pin set 54.79 feet Westerly therefrom, said point being 3.92 feet Westerly from the centerline of State Route 58 as relocated;

thence in the Easterly line of Original Lot No. 26, South 01° 08' 32" West, a distance of 149.57 feet to the principal place of beginning of lands herein described. Containing within said bounds 1.0771 acres of land.

Permanent Parcel No. 14-00-026-000-006

LEGAL DESCRIPTION FOR PPN 15300 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain and State of Ohio:

And known as being part of Original Pittsfield Township Lot No. 26, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot No. 26;

Thence Northerly along the Easterly line of said Original Lot No. 26, a distance of 150 feet to a point;

Thence Westerly on a line parallel to the South line of said Original Lot No. 26, a distance of 375 feet to a point;

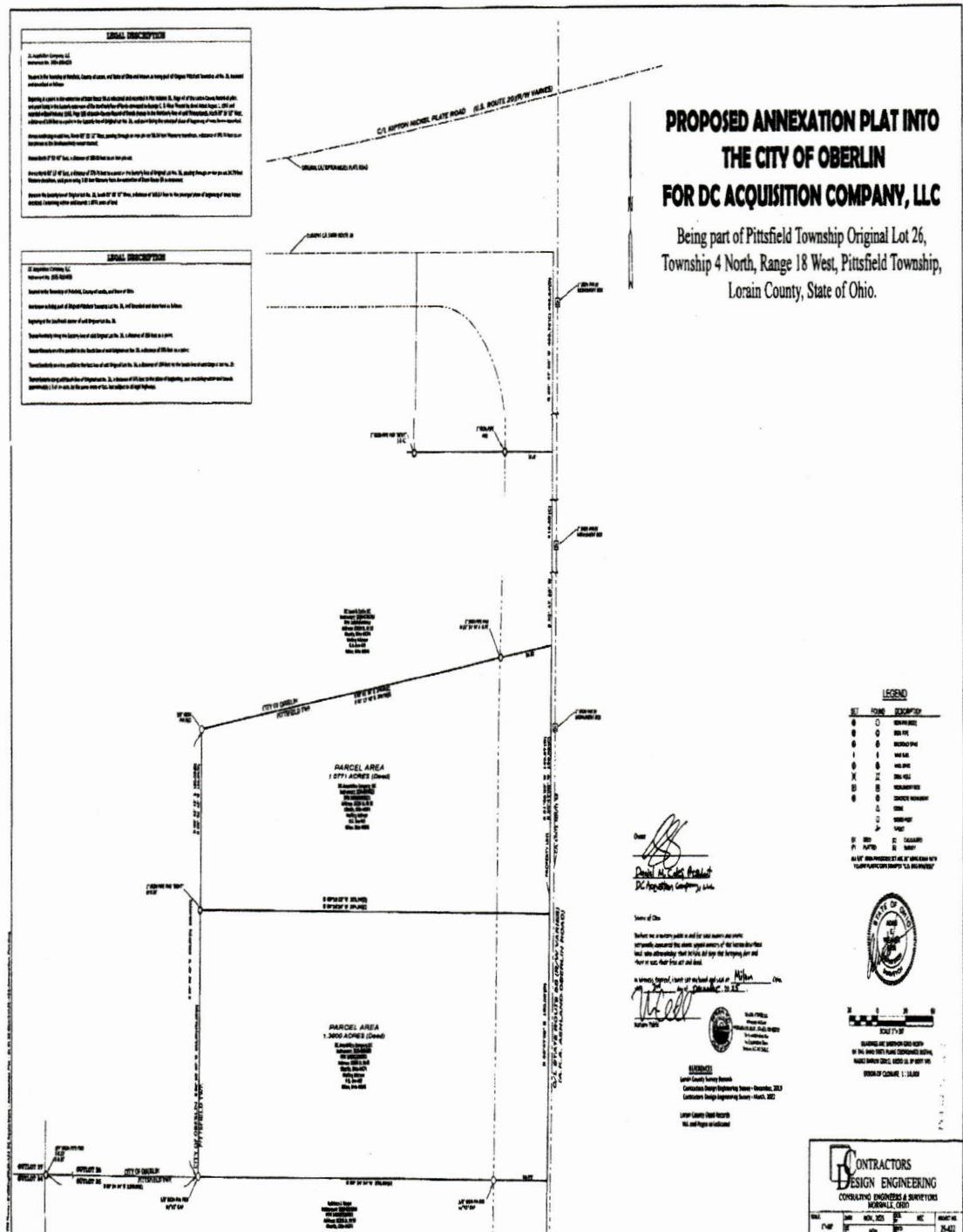
Thence Southerly on a line parallel to the East line of said Original Lot No. 26, a distance of 150 feet to the South line of said Original Lot No. 26;

Thence Easterly along said South line of Original Lot No. 26, a distance of 375 feet to the place of beginning, and containing within said bounds approximately 1.3 acres, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 14-00-026-000-005

WHEREAS, Exhibit B is the map; and

EXHIBIT B



And;

WHEREAS, Letters were issued to Ken Carney, Lorain County Engineer and Auditor Craig Snodgrass, asking for review and accuracy of the Petition and Map. (There is no requirement to send these documents to the Auditor or Engineer, but did so as information status); and

Jon D. Clark, Law Director
jclark@cityofoberlin.com

Carl Felice, Assistant Law Director/Prosecutor

MEMO

DATE: June 25, 2026

TO: President and Members of Oberlin City Council

FROM: Jon D. Clark, Oberlin Law Director

RE: Ordinance No. 26-58 AC CMS to Accept the Annexation of 2.3771 Acres from Pittsfield Township

On December 11, 2025, Attorney Mark Cornell, as Agent for Petitioner DC Acquisition Co., LLC, submitted a petition for the annexation of 2.3771 acres located at 15300 State Route 58, Oberlin, Ohio 44074, (consisting of 1.3 acres), and at 15286 State Route 58, (consisting of 1.0771 acres). Both parcels are located in Pittsfield Township.

On March 10, 20206, the Lorain County Board of Commissioners approved the petition. A record of the proceedings before the Commissioners was transmitted to the Clerk of Council, who received it on March 20, 2026. A copy of the record of proceedings is attached hereto.

Pursuant to statute, the transcript must remain on file with the Clerk for a period of sixty (60) days for public inspection. Thereafter, Council may consider the acceptance or rejection of the petition by ordinance. If no action is taken within 120 days, the petition will be deemed rejected.

The territory that is the subject of the Petition is located within the “District” that is governed by the Annexation Agreement Between the City of Oblerin and Pittsfield Township. Accordingly, upon annexation, the territory will become part of the City of Oberlin for all purposes, including taxation, subject to the revenue-sharing provisions of the Annexation Agreement.

Section X of the Oberlin City Charter prohibits the passage of legislation changing the boundaries of the municipality from going into immediate effect. Although Council may consider acceptance of the petition on three separate readings, it may suspend the rule requiring three readings, in which event, (and in the absence of a referendum), the Ordinance will be effective 30 days after passage.

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LORAIN COUNTY COMMISSIONERS

Marty Gallagher

David J Moore

Jeff Riddell

March 16, 2026

26 MAR 20 PM 5:38

City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074

Attn: Belinda Anderson, Clerk of Council

Enclosed is Resolution No. 26-149 amending Res#26-20, adopted January 26, 2026 approving an Expedited 1 Annexation of 2.3771 acres from Pittsfield Township to the City of Oberlin, Ohio – Mark Corriell, Esq., Agent for Petition DC Acquisition Co., LLC by Daniel M. Coles.

Amendment will reflect the correct date of the Pittsfield Township annexation Agreement, and this is an Expedited 1 annexation, therefore the annexed territory will be excluded from the township upon the city's confirming the boundaries once the annexation is complete

The complete transcript of said annexation was mailed on January 22, 2026, which was granted by the Lorain County Commissioners on January 16, 2026 by Resolution No. 26-20, Attorney Mark Corriell, Agent for Petitioner DC Acquisition Co., LLC by Daniel M. Coles.

Sincerely,

Theresa L. Upton
Clerk

tlu
Enclosure

Cc via email: Attorney Mark Corriell, Agent for Petitioner
Pittsfield Township Trustees
Craig Snodgrass, LC Auditor
Kenneth P. Carney, LC Engineer
Ted Spillman, Tax Map
Lizette Garcia, Board of Elections
Kurt Scholl, Director 9-1-1
File

In the matter of amending Res#26-20, adopted)
 January 26, 2026 approving an Expedited 1)
 Annexation of 2.3771 acres from Pittsfield)
 Township to the City of Oberlin, Ohio)
 - Mark Corriell, Esq., Agent for Petitioner)
 DC Acquisition Co., LLC by Daniel M. Coles)

March 10, 2026

WHEREAS, a Petition, Legal Description and Map were filed in the Board of Commissioners received by the Clerk on December 11, 2025 for the proposed Annexation of approximately 2.3771 acres in Pittsfield Township to the City of Oberlin, Ohio as follows:

EXPEDITED PETITION FOR ANNEXATION
 OF TOWNSHIP PROPERTY TO MUNICIPAL CORPORATION -
 TOTAL ACREAGE TO BE ANNEXED IS 2.3771 ACRES (1.3 ACRES + 1.0771 ACRES)

Now comes the undersigned ("Petitioner"), consisting of the owner of a certain area containing two parcels ("Territory") as hereinafter described, and according to the statutes of the State of Ohio, specifically O.R.C. § 709.022, hereby consents and petitions for annexation of the Territory to the City of Oberlin, Lorain County, Ohio (the "City").

The Territory is currently situated in the Township of Pittsfield, County of Lorain, State of Ohio ("Township"), located at both 15300 State Route 58, Oberlin, Ohio 44074 (PPN 1400026000005, consisting of 1.3 acres) and 15286 State Route 58, Oberlin, Ohio 44974 (PPN 1400026000006, consisting of 1.0771 acres), more or less. The Territory is contiguous and adjacent to the City. An accurate description of the Territory is attached hereto and made a part hereof as Exhibit "A."

A plat of the above-described Territory is attached hereto and made a part hereof as Exhibit "B."

Submitted with this petition is a list of properties adjacent to the Territory. The list is attached hereto and made a part hereof as Exhibit "C."

Also submitted with this petition is a certified copy of Ordinance No. 06-71 AC CMS: AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF PITTSFIELD TOWNSHIP, LORAIN COUNTY, OHIO, AND THE CITY OF OBERLIN, OH.

The number of owners of the Territory sought to be annexed is one (1), namely: DC ACQUISITION COMPANY, LLC, an Ohio limited liability company, who is the Petitioner herein.

Mark Coriell, Esq., as General Counsel of Petitioner, of 3619 State Route 113 E., Milan, Ohio 44846, is hereby appointed agent for the undersigned Petitioner, as required by Section 709.02 of the Ohio Revised Code; and said agent is hereby authorized to make any amendments and/or deletions which in his absolute and complete discretion are proper under the circumstances then existing, and in particular to make such amendment and/ or deletion in order to correct any discrepancy or mistake noted by the Lorain County Engineer in his examination of the Petition and plat and to amend, alter, change, correct, withdraw or refile this Petition, increase or decrease the size of the Territory and take any other action necessary to the granting of this Petition. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners.

I, the undersigned Petitioner, agree to have the property described in the attached Exhibit "A" annexed to the City of Oberlin, Ohio, pursuant to Ohio Revised Code § 709.022.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

[SIGNATURE PAGE TO FOLLOW]

RECEIVED
 LORAIN COUNTY
 COMMISSIONERS
 2025 DEC 11 PM 1:41
 CLERK

Executed this 3rd day of December, 2025.

DC ACQUISITION COMPANY, LLC
an Ohio limited liability company

3619 State Route 113 East
Milan, Ohio 44846

BY DANIEL M. COLES, PRESIDENT

STATE OF OHIO
COUNTY OF ERIE

On this 3rd day of December, 2025, before me, the undersigned Notary Public, personally appeared Daniel M. Coles, President of DC Acquisition Company, L.L.C., an Ohio limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same on behalf of the L.L.C.

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

Mark Corbell
NOTARY PUBLIC



MARK CORBELL
Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

And;

WHEREAS, Exhibit A - Legal Description reads as follows:

EXHIBIT A

LEGAL DESCRIPTION FOR 15286 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain, and State of Ohio and known as being part of Original Pittsfield Township Lot No. 26, bounded and described as follows:

Beginning at a point in the centerline of State Route 58 as relocated and recorded in Plat Volume 25, Page 47 of the Lorain County Record of Plats, said point being in the Easterly extension of the Northerly line of lands conveyed to George C. & Alice Thieret by deed dated August 1, 1977 and recorded in Deed Volume 1182, Page 195 of Lorain County Record of Deeds; thence in the Northerly line of said Thieret lands, North 89° 16' 12" West, a distance of 2.66 feet to a point in the Easterly line of Original Lot No. 26, said point being the principal place of beginning of lands herein described;

thence continuing in said line, North 89° 16' 12" West, passing through an iron pin set 56.34 feet Westerly therefrom, a distance of 375.74 feet to an iron pin set at the Northwesterly corner thereof;

thence North 0° 53' 48" East, a distance of 100.00 feet to an iron pin set;

thence North 83° 13' 48" East, a distance of 379.79 feet to a point in the Easterly line of Original Lot No. 26, passing through an iron pin set 54.79 feet Westerly therefrom, said point being 3.92 feet Westerly from the centerline of State Route 58 as relocated;

thence in the Easterly line of Original Lot No. 26, South 01° 08' 32" West, a distance of 149.57 feet to the principal place of beginning of lands herein described. Containing within said bounds 1.0771 acres of land.

Permanent Parcel No. 14-00-026-000-006

LEGAL DESCRIPTION FOR PPN 15300 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain and State of Ohio:

And known as being part of Original Pittsfield Township Lot No. 26, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot No. 26;

Thence Northerly along the Easterly line of said Original Lot No. 26, a distance of 150 feet to a point;

Thence Westerly on a line parallel to the South line of said Original Lot No. 26, a distance of 375 feet to a point;

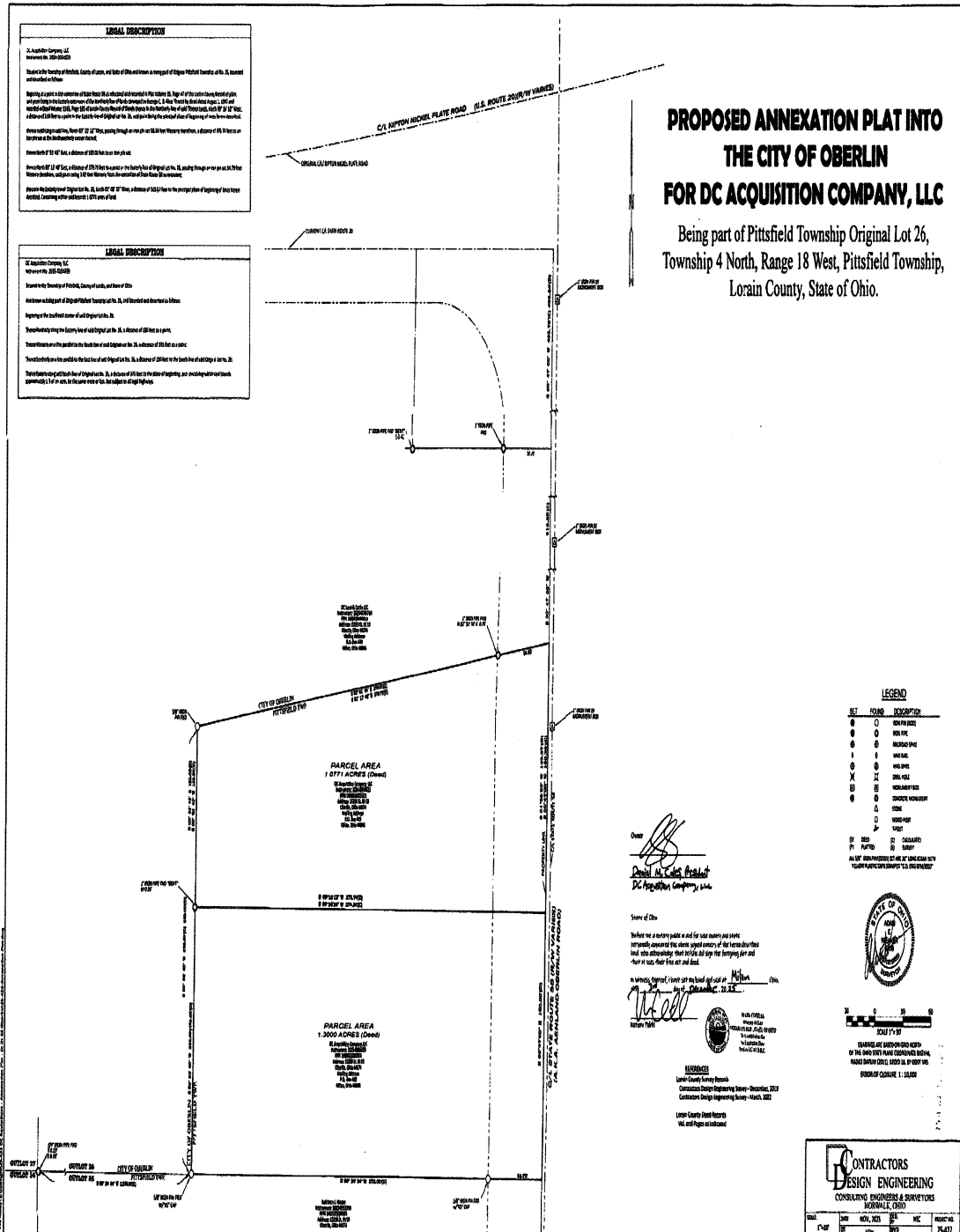
Thence Southerly on a line parallel to the East line of said Original Lot No. 26, a distance of 150 feet to the South line of said Original Lot No. 26;

Thence Easterly along said South line of Original Lot No. 26, a distance of 375 feet to the place of beginning, and containing within said bounds approximately 1.3 acres, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 14-00-026-000-005

And;

WHEREAS, Exhibit B is the map; and



And;

WHEREAS, Letters were issued to Ken Carney, Lorain County Engineer and Auditor Craig Snodgrass, asking for review and accuracy of the Petition and Map. (There is no requirement to send these documents to the Auditor or Engineer, but did so as information status); and

WHEREAS, December 16, 2025 Lorain County Engineer issued a letter stating "Engineer has reviewed the legal descriptions describing parcels 1400026000006 and 1400026000006 being petitioned for annexation from Pittsfield Township to the City of Oberlin. It is the opinion of this office that the legal descriptions correctly describe the parcels to be annexed"; and

WHEREAS, this petition was submitted as an Expedited 1 and Oberlin City Council adopted Ordinance No. 06-71 AC CMS effective October 19, 2006 approving an annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio and the City of Oberlin, Ohio agreement is as follows:

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into this 9th day of November, 2006, by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation (the "City") and the Board of Trustees of Pittsfield Township (the "Township").

WHEREAS, the City and the Township desire to establish an Agreement as permitted under Section 709.192 of the Ohio Revised Code for the orderly annexation and planned development of certain real property as described herein for the mutual benefit of the parties hereto; and,

WHEREAS, the City and the Township previously entered into a Revenue Sharing and Annexation Agreement on or about August 2, 1991, which they agree shall be replaced by this Agreement; and,

WHEREAS, it is the intent of the City and the Township to cooperate in preserving the Township's tax base, expanding the revenues of the City, creating and preserving jobs and employment opportunities, encouraging appropriate and planned development within the State of Ohio, and, more particularly, within the real property to which this Agreement pertains; and,

WHEREAS, the City and the Township have determined that the execution of this Agreement is reasonable and necessary to serve the interests of their respective residents and it is in the best interest of the residents of each jurisdiction; and,

WHEREAS, the legislative authorities of the City and the Township have each authorized execution of this Agreement through the adoption of City Ordinance No. 06-71 AC CMS and Township Resolution No. 06-132 after public hearings held in accordance with the Ohio Revised Code and the applicable Ordinances of the City, including its Planning and Zoning Code.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Township agree as follows:

Section 1. The Property

- A. The real property subject to this Agreement, hereinafter designated the "District", shall consist of the area depicted on the map attached hereto as Exhibit A, and fully incorporated by reference herein. The terms of this Agreement apply to all of the area depicted on Exhibit A including previously annexed property.
- B. A legal description of the District is attached hereto as Exhibit B, and fully incorporated by reference herein.
- C. The boundaries of the District described herein may be altered with the written consent of both the City and the Township. Such consent shall be in the form of a written addendum to this Agreement and shall be pursuant to the adoption of an appropriate City Ordinance and Township Resolution defining the area to be altered and the intent of the parties in entering into the addendum. Alteration of the boundaries, to be effective, must be authorized by legislative actions of the City and the Township within a ninety (90) day period prior to the effective date of the alteration at issue.

Section 2. Annexation

- A. The City and the Township agree that the property in the District as described in Section 1, and depicted on Exhibits A and B, including any future alterations thereto pursuant to written addendum, may be annexed to the City upon application of the property owner. The Township will fully cooperate with the City and the annexation petitioners in regard to any annexation petitions filed for

2

property located within the District and take any and all legislative action that may be necessary in order to facilitate the approval of any such annexation application. Annexations will be processed pursuant to the applicable provisions of the Ohio Revised Code.

- B. Any parcel annexed to the City and located within the District shall become a part of the City for all purposes, including, but not limited to, taxation, voting, and public services. A Petition to Conform Boundaries as set forth in Section 503.07 of the Ohio Revised Code shall not be necessary unless required by law.
- C. The City agrees that it will not accept or approve annexation petitions for property in the Township which is located outside of the District, without the written approval of the Township, in the following areas:
 1. **Route 58 South.** All properties immediately adjacent to the east and west side of the State Route 58 right-of-way and contiguous with the southerly boundary of the District, and being further described by parcel numbers and map in Exhibit C attached hereto and incorporated by reference herein. This limitation will be for the duration of this Agreement.
 2. **U.S. 20 West.** All properties located outside of the boundary of the District that are located along U.S. 20, and being further described by parcel numbers and map in Exhibit D attached hereto and incorporated by reference herein. This restriction on annexation is to be in effect for a period of ten (10) years from the effective date of this Agreement.

3

- D. Should annexations occur outside of the District with written approval of the Township, the City and Township agree that the boundaries of the District will be adjusted to include any annexations outside of the District as shown on Exhibit A as it exists at the time this Agreement is signed. Any agreed adjustments to the District boundaries will be reflected on the map which will be forwarded to the City and the Township as an "Amended Exhibit A, (date)."

Section 3. Zoning and Planning

- A. The City and the Township agree that all property located in the District shall be subject to the district uses that are set forth in Exhibit B attached hereto and incorporated by reference, and the design standards that are set forth in Exhibit F attached hereto and incorporated by reference. To ensure that such a unified zoning, planning and design plan is implemented, the City and the Township will take the following action:
1. Coincidentally with the approval of this Agreement, the City will initiate procedures to appropriately modify Section 1329.03 of its Codified Ordinances, entitled "Classification of Annexed Land," and take any and all other necessary action to ensure that property located in the District, which is currently located within the City, or that is annexed into the City during the term of this Agreement, is subject to the agreed upon land use plan and district uses as shown in Exhibit B attached hereto and the design standards as shown on Exhibit F attached hereto.
 2. Coincidentally with the approval of this Agreement, the Township agrees that it will initiate procedures and take any and all necessary action to

ensure that property located in the District, and currently located in the Township, is subject to the agreed upon land use plan and district uses as shown in Exhibits B attached hereto and the design standards as shown on Exhibit F attached hereto.

3. It is of critical importance to both the City and the Township to implement a unified set of land use and design standards for the District. Accordingly, if either the City or the Township is not able to implement the District uses and design standards as set forth in Exhibits B and F within twelve (12) months of the approval of this Agreement: (1) all payments due either party pursuant to this Agreement shall be held in abeyance and shall not resume until the City and the Township have agreed upon and both fully implemented an alternative land use plan and design standards for the District; and (2) the parties shall initiate the dispute resolution procedures provided for in Section 9 of this Agreement. After six (6) months, if the issues have not been resolved through mediation, or the parties have not agreed to extend the mediation period, this Agreement will automatically terminate at the end of the then current calendar year, and all payments held by the City through the end of the then calendar year shall be distributed to the Township. Upon such termination of this Agreement, the parties agree that the prior Annexation Agreement between the parties, entered into on August 2, 1991, shall be

reinstated for the remainder of its term.¹ Any property annexed into the City shall remain part of the City for all purposes.

- B. It is the intent of the parties that, upon approval of this Agreement, there be in existence a unified, consistent and planned development plan and structure for the District, regardless of whether property in the District is annexed to the City or not. Should changes be necessary to maintain such a plan and structure for the District, the land use plan and district uses as shown on Exhibit E and F may be adjusted upon written approval of the City and the Township, and approval through the appropriate legislative process of each jurisdiction.

Section 4. Tax Revenues

- A. The parties acknowledge that all real estate and personal property taxes attributable to the Township's inside or voted millage, levied on property in the District which is not annexed during the term of this Agreement, shall be distributed by the County Treasurer to the Township.
- B. All property annexed to the City during the term of this Agreement shall no longer be part of the Township for any purpose.
- C. Real Property Taxes. The City agrees to pay to the Township for the term of this Agreement an amount equal to the City's real property tax inside millage of 2.375 mills, but subject to the limitations imposed by Section 5 of this Agreement, paid to the City by the County Treasurer, for commercial/industrial property that has been annexed into the City and is located within the District. Payments will be

¹ The term of the 1991 Annexation Agreement shall lapse once this Agreement is signed by the parties. If it is reinstated, the time remaining on the 1991 Annexation Agreement shall be counted as of the date it lapsed.

made by the City to the Township semi-annually within two (2) months after real property taxes are received by the City. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- D. Income Taxes. The City agrees to pay to the Township an amount equal to eighteen percent (18%) of the income tax withholdings collected by employers and received by the City from employers located within the District, upon land that has been annexed into the City. Payments will be made by the City to the Township semi-annually within two (2) months after June 30th and December 31st of each year for the term of this Agreement. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).
- E. The City agrees that it shall collect a one-time payment for each residential building permit issued for property within the District, except for phases I, II and III of the Oberlin Reserve development which is specifically excluded, for the term of this Agreement and for any extensions. This "annexation fee" shall not be applicable to alterations, additions, remodeling or expansion of existing structures. It shall be collected by the City as a condition for issuance of a building permit and shall be in the form of a check made payable to Pittsfield Township according to the following schedule:

\$250.00 per unit for detached single family dwellings

\$200.00 per unit for duplex or triplex units
 \$150.00 per unit for multi-family containing 4 to 12 units
 \$100.00 per unit for multi-family containing 13 or more units

The City shall forward checks to Pittsfield Township within thirty (30) days of collection. The Township agrees to indemnify the City for all expenses and/or damages of any kind that the City may incur that are related to or that may arise out of the payment of said "annexation fees" for residential development.

F. Pursuant to Section 709.192(C)(14) of the Ohio Revised Code, the payments set forth in this Section 4 shall be in lieu of taxes or other payments required by law or otherwise to be paid by the City to the Township as a result of the annexation to the City of any property located in the District including previously annexed territory within the District.

G. Other Revenue Issues. All provisions within this Agreement regarding the sharing of revenue by the City with the Township shall apply to said revenues received by the City after January 1, 2005, subject to this Agreement being approved and executed by both the City and the Township. There shall be no overlap of revenue sharing from the previous Revenue Sharing Agreement between the parties and dated August 2, 1991, and this Agreement. Personal property taxes, estate taxes, or any other revenues currently received by the City, or that may be received by the City in the future, that are not specifically mentioned in this Agreement, shall not be shared by the City with the Township.

H. Duty to Negotiate Extension of Revenues. It is contemplated that this Agreement will be in effect for a term of fifty (50) years, unless both parties agree to an earlier termination. In that regard, the parties agree that they will meet and discuss

the merits of continuing to share revenue beyond that term. However, both parties must agree in writing in order for revenue to be shared beyond the fifty (50) year term of this Agreement.

Section 5. Abatement of Real Property Taxes

A. The City and Township agree that if, subsequent to the annexation of real property located in the District to the City, the City creates an Enterprise Zone, Community Reinvestment Area or other facility authorized by the Ohio Revised Code that allows for reduction in real, personal property and income taxes as an incentive to business and industry locating or expanding therein, they will adhere to the following procedure upon application for such tax abatement by any property owner in the District:

1. The City will mail a copy of the application and related materials to the Trustees of the Township at the same time that the school districts are noticed and request a meeting to discuss the application.
2. A meeting will be held between appropriate representatives of the City, The Township and the applicant.
3. The application will be processed further only upon agreement by both the City and the Township.

B. It is the intent of the parties that any such proposed program to grant tax reduction in the District be closely scrutinized to ensure that the income resulting from development is not compromised to such an extent that the granting of an abatement will result in detriment to either the City or the Township in the long term.

Section 6. Provision of Services

- A. The Township shall continue to provide its services to property in the District until such time as it is annexed to the City.
- B. Upon annexation to the City, the City has the right to provide all municipal services to the property annexed, including police protection, fire/rescue service, street maintenance, reasonable storm water management, water, electric, refuse collection, and sanitary sewer service, in a manner similar to other land located within the corporate limits of the City, subject, however, to system capacity limitations,² payment by the property owner or developer of any utility extension costs, the provisions of all applicable City ordinances, and agreements, if any, with utilities that may be serving the District area.
- C. In the event that the City allows a tap-in to its sewer system to a property that is not yet subject to annexation, it is understood by the parties to this Agreement that such tap-in would be permitted only upon the property owner's acceptance of certain conditions including, but not limited to, the property owner agreeing to annex the property as soon as it is possible and agreeing to pay whatever utility premium that may be charged by the City until the property can be annexed. Any such tap-in would also need to receive approval of Oberlin City Council.
- D. In the event that a property owner in the District desires to develop a property for a use consistent with the agreed upon land use plan and district uses shown in Exhibit E, and annexation is not yet feasible and access to the City's sanitary system is not available (both as determined by the City), the Township shall notify

² The City will take all reasonable measures to anticipate and provide for system capacity in the District.

the City of the property owner's intent to use an on-site system subject to EPA and Lorain County Health Department approval. The City shall have a period of three months to evaluate whether sewer services can be provided to the property. The parties to this Agreement desire to encourage use of the best available technology. Once annexation and connection to the City's sanitary system does become feasible, within one year the property owner must connect to the City's system at the property owner's expense, plus pay for the property owner's fair share of the City's capital costs to extend the sanitary sewer line.

Section 7. Term

- A. This Agreement shall be in effect for an original term of twenty-five (25) years from the later of the date that it is approved by Ordinance of the City Council and Resolution of the Trustees of the Township. At the end of the twenty-fifth year, the Agreement shall automatically renew for another twenty-five (25) year term unless the legislative authorities of the City and the Township each affirmatively act by official legislation to terminate the Agreement.
- B. The City and the Township agree that they will meet at least every five (5) years during the term of this Agreement in order to review and evaluate whether the terms of this Agreement remain consistent with their intent or whether adjustments need to be made. Should new or amended state legislation alter the tax structure upon which the consideration in this Agreement is based, the parties agree to meet prior to the effective date of such legislation to determine whether adjustments need to be made. Any adjustments to this Agreement must be in

writing and approved by both the City and the Township by appropriate legislation.

- C. This Agreement may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, all property annexed pursuant to this Agreement shall remain part of the City for all purposes.

Section 8. Amendments

- A. In addition to the amendments authorized by Section 1C herein, this Agreement may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties, and further providing that for such amendment to be effective, the legislative actions of the parties must occur and be effective within a period of ninety (90) days of each other.

Section 9. Disputes

- A. In the event that a dispute arises as to any of the terms or applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediator at the earliest possible date and with the least amount of expense and inconvenience to the parties. The expenses of the mediation process shall be borne one-half (1/2) by the City and one-half (1/2) by the Township.
- B. Failure of any party to comply with the terms of this Agreement shall constitute a default. The non-defaulting party shall give written notice to the defaulting party

setting forth the nature of the alleged default. The defaulting party shall have sixty (60) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within sixty (60) days, to commence to cure and thereafter diligently process such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may call for mediation to resolve the default.

- C. If a dispute or default cannot be acceptably resolved through mediation or a party refuses to participate in mediation, this Agreement does not limit or preclude the parties from initiating appropriate legal action at law or in equity to seek redress.

Section 10. Miscellaneous

- A. Support of Agreement. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms except as provided in Section 4(E). In the event that the parties jointly retain one legal counsel, the parties shall each bear one-half (1/2) of the fees incurred.
- B. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. However, if the provisions set forth in Section 4(D) related to the

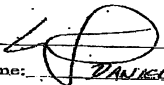
sharing of income taxes are held to be invalid, illegal, or unenforceable, the Township shall have the option to terminate the Agreement at any time thereafter during the remainder of the term upon thirty (30) days advance notice, or continue performance pursuant to the remaining portions of the Agreement, or both the City and the Township shall have the option to, for a period of sixty (60) days, use their best efforts to renegotiate so that the spirit and intent of Paragraph 4(D) is preserved.

- C. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- D. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.
- E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only as provided herein. All prior agreements between the parties, either oral or written, are superseded by this Agreement. Specifically, the agreement between the parties which was entered into on or about August 2, 1991, will lapse upon approval and formal execution of this Agreement as provided herein, and said prior agreement will be of no further force and effect unless revived as provided in Section 3(A)(3) herein.

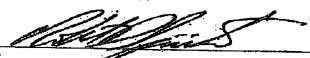
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IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.

Signed in the presence of:


 Print Name: DANIEL J. GARDNER

CITY OF OBERLIN


 Its: City Manager

Signed in the presence of:

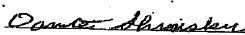

 Print Name: DAN SAINSKY

THE TOWNSHIP OF PITTSFIELD

By: Mark M^cConnell
Trustee Mark M^cConnell

DAN SAINSKY
 Print Name: DAN SAINSKY

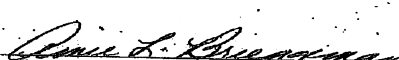
By: Steve L. Magyar
Trustee Steve L. Magyar


 Print Name: DAN SAINSKY

By: Mark Dreditch
Trustee MARK DREDITCH

Approved as to legal form:

By: 
 Eric R. Severs
 Oberlin Law Director

By: 
 Daniel L. Sheggyan
 Counsel for Pittsfield Township
Roetzel & Anderson

1162177.1.104005.0001

15

And;

WHEREAS, an Expedited Type 1 annexation does not require a hearing. The petition has been signed by all owners, a map and legal description were received along with the agent and an annexation agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio, that upon review of the documents submitted, the following findings are made:

The Petition contains the signatures of all the property owners in the territory to be annexed.

1. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
2. The Petition contains an accurate map or plat of the territory proposed to be annexed.
3. The Petition contains the name of the person acting as statutory agent for the petitioners.
4. Filed with the Petition is a list of all the tracts, lots or parcels in the territory proposed to be annexed together with all the tracts, lots or parcels located adjacent to the territory to be annexed or directly across the road, including the name and mailing address of each owner and the permanent parcel number of each parcel.
5. Filed with the Petition is an Annexation Agreement between the City of Oberlin and Pittsfield Township

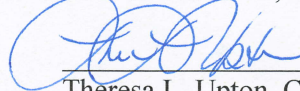
BE IT FURTHER RESOLVED that:

- I. Upon the findings that all of the conditions of annexation as contained in Revised Code Section 709.022 have been met, the Petition as presented is granted, incorporating the Annexation Agreement between the City of Oberlin and Pittsfield Township.
- II. Herein the annex area will be excluded from the Township upon the City's confirming the boundaries once the annexation is complete
- III. The Clerk is directed to enter the resolution upon the journal of the Board and send a certified copy of the record (including all resolutions, the petition, the map and all other papers on file to the City of Oberlin)

Motion by Gallagher, seconded by Riddell to adopt. Upon roll call the vote taken thereon, resulted as: Ayes: Gallagher, Riddell & Moore/ Nays: None

Motion carried.

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution 26-149 is a true copy as it appears in Journal No. 26 on March 10, 2026.



Theresa L. Upton, Clerk

July 6, 2026

6. G.

Through: Greg Holcomb, City Manager

From: Greg Holcomb, City Manager

SUBJECT: Resolution No. R26-08 CMS: A Resolution Establishing an All-Electric Residential Construction Incentive Program and Authorizing a Rebate for Qualifying Newly Constructed All-Electric Homes

Attachments

Resolution No. R26-08 CMS

Exhibit A

Memo

CITY OF OBERLIN, OHIO

RESOLUTION NO. R26-08 CMS

A RESOLUTION ESTABLISHING AN ALL-ELECTRIC RESIDENTIAL CONSTRUCTION INCENTIVE PROGRAM AND AUTHORIZING A REBATE FOR QUALIFYING NEWLY CONSTRUCTED ALL-ELECTRIC HOMES

WHEREAS, the City of Oberlin (the "City") recognizes the importance of promoting energy efficiency, reducing greenhouse gas emissions, improving air quality, and encouraging sustainable residential development within the City; and

WHEREAS, all-electric residential construction eliminates the use of natural gas and other fossil fuels in residential buildings and supports the City's environmental and sustainability objectives; and

WHEREAS, this Council finds that encouraging the construction of all-electric homes serves a valid public purpose by promoting environmental stewardship, supporting energy-efficient housing, and advancing community sustainability goals; and

WHEREAS, the City desires to establish a financial incentive to encourage builders and developers to construct all-electric homes within the City limits;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Oberlin, Ohio:

SECTION 1: To encourage the construction of new all-electric residential dwellings within the City, there is hereby established an "All-Electric Residential Construction Incentive Program" in accordance with the provisions set forth on **Exhibit A** attached hereto.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. The Resolution shall be effective on the earliest date allowed by law.

PASSED: 1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Resolution No. R26-08 CMS

ATTEST:

BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL

EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED:

EFFECTIVE DATE:

EXHIBIT A

AN ALL-ELECTRIC RESIDENTIAL CONSTRUCTION INCENTIVE PROGRAM

Eligibility Requirements:

To qualify for the incentive established by this Resolution, an applicant must: (a) Construct a new residential dwelling located within the municipal boundaries of the City; (b) obtain all required permits and inspections from the City; (c) Certify that the dwelling is designed and constructed as an all-electric home, meaning that no natural gas, propane, fuel oil, or other fossil-fuel-powered appliances, equipment, or systems are installed within the dwelling; (d) install electric systems for space heating, water heating, cooking, and clothes drying, where applicable; (e) obtain a certificate of occupancy from the City; and, (f) Submit a completed incentive application and supporting documentation as required by the City.

Incentive Amount.

The City shall provide a rebate in the amount of Ten Thousand Dollars (\$10,000.00) to the purchaser of each qualifying all-electric residential dwelling, subject to the availability of appropriated funds.

Payment of Rebate.

The rebate shall be paid only after final inspection and issuance of a certificate of occupancy by the City, verification by the City that all eligibility requirements have been satisfied, and submission of any documentation required by the City Manager or designee.

Annual Funding Limitation.

The Program shall be subject to annual appropriations by the City Council. The City may establish a maximum number of rebates available during any fiscal year based upon available funding.

Administrative Authority.

The City Manager or designee is authorized to develop application forms, verification procedures, and administrative guidelines necessary to implement this Program.

Compliance and Recapture.

If the City determines that a rebate was obtained through material misrepresentation or fraud, the recipient shall repay the full rebate amount to the City upon demand.



June 29, 2026

TO: Council President
City Council Members

CC: Council Appointees

THROUGH: Greg Holcomb, City Manager

FROM: Linda Arbogast, Sustainability Coordinator

SUBJECT: All-Electric Residential Construction Incentive Program

Purpose and Recommendation

The purpose of this memorandum is to create a rebate proposal to incentivize the building of all-electric homes. The program is described in Exhibit A. The proposed resolution establishes an *All-Electric Residential Construction Incentive Program* that provides a \$10,000 rebate to the buyers of newly constructed residential homes that operate entirely without fossil fuels. The program supports implementation of the City's Climate Action Plan by encouraging construction practices that reduce long-term greenhouse gas emissions and avoid future dependence on natural gas infrastructure.

Background and Discussion

The City of Oberlin has a goal of carbon reduction that expects our emissions reduction to be 75% reduced from our baseline emissions of 2007 by 2030. As that is four years away, we need to make big strides towards reducing emissions. Gas use in the residential housing sector is the second largest source of emissions in the City.

The program is intended to:

- Reduce community-wide carbon emissions;
- Improve local air quality;
- Encourage energy-efficient residential development;
- Support long-term sustainability goals;
- Demonstrate Oberlin's leadership in climate-positive development.

The proposed program would be funded through The City's Sustainable Reserve Fund (SRF) and would cover a five-year period or the construction of 15 all-electric homes, whichever comes first. Funding is available for 15 newly built homes in the City that commit to all-electric usage.

Consultation

The *All-Electric Residential Construction Incentive Program* proposal was drafted in consultation with the City Manager and Planning and Development Director. The Law Director has reviewed the proposal.

Conclusion

Based on the foregoing, the Sustainability Coordinator and the City Manager recommend approval of the *All-Electric Residential Construction Incentive Program*.