



Agenda

Oxford City Council

Court House

TUESDAY, DECEMBER 21, 2021

EXECUTIVE SESSION

None.

TUESDAY, DECEMBER 21, 2021

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

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

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

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

3. Public Participation.

- A. Presentation- BCRTA – Matthew Dutkevicz
- B. Notice of Legislative Authority – New D6 Permit for Speedway LLC DBA Speedway #1251 260S Locust Street Oxford, Ohio 45056 (Doug Elliott, City Manager) pg 5



Notice to Legislative Authority

- C. Public Comments. – Previously Submitted Public Comment to Council Form- see attached pg 9

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



Public Comment to Council

4. Consent Agenda.

- A. Minutes of the December 7, 2021 City Council Meeting (Heather Barbour, Clerk of Council) pg 10



Minutes December 7, 2021

- B. Report regarding the December 1, 2021 Environmental Commission Meeting (Mike Dreisbach, Service Director) pg 18



Environmental Commission Report

- C. Report regarding the December 9, 2021 Historic & Architectural Preservation Commission Meeting (Sam Perry, Community Development Director) pg 21



Historic & Architectural Preservation Commission Report

5. Resolutions.

- 1. A Resolution approving the contract between The City of Oxford, Ohio and the Non-Commissioned Police Division Employees and Authorizing the City Manager to sign a contract on behalf of the City. (Doug Elliott, City Manager) pg 23



Non- Commissioned Police Division Contract

6. Ordinances.

- A. First Reading.

B. Second Reading

1. An Ordinance Amending Ordinance No. 3600 Supplemental Budget Ordinance Number 9 To Make Appropriations For Fiscal Year 2021. (Joe Newlin, Finance Director) pg 52



Supplemental Budget #9

2. An Ordinance Repealing Ordinance No. 2535 (Joe Newlin, Finance Director) pg 61



Repeal Ordinance No. 2535

3. An Ordinance Repealing Oxford Codified Ordinance Section 729.10 Entitled Sales On Certain Municipal Property Prohibited, And Adopting New Oxford Codified Ordinance Section 729.10 Entitled Sales on Certain Municipal Property Prohibited. (Doug Elliott, City Manager) pg 63



Repeal Section 729.10

7. A. Announcements & Communications.

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

2. Future Meetings.

THUR -Dec 23 Holiday – City Offices Closed

FRI – Dec 24 Holiday – City Offices Closed

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

FRI – Dec 31 Holiday – City Offices Closed

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

WED – Jan 5 Environmental Commission 7 p.m. Municipal Building

THUR – Jan 6 Climate Action Steering Committee Meeting 8:30 a.m. Municipal Building

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

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

TUES – Jan 17 Holiday – City Offices Closed

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

THUR– Jan 20 Oxford Recreation Board and TRI Board Meeting 11:30 a.m. LaRosa's Pizzeria

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

8. Adjourn.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Clerk of Council
PREPARED BY:	Heather Barbour
DATE PREPARED:	December 10, 2021
COUNCIL MEETING DATE:	December 21, 2021
AGENDA TITLE:	Notice to Legislative Authority – New Permit for Speedway LLC DBA Speedway #1251 S Locust Street Oxford, Ohio 45056.
RECOMMENDATION:	n/a
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 12/17/21

DISCUSSION:

THE NEW PERMIT IS FOR:

D6- SALE OF INTOXICATING LIQUOR ON SUNDAY BETWEEN THE HOURS
10:00AM OR 11:00AM AND MIDNIGHT.

SPEEDWAY LLC EXISTING PERMITS:

C1 AND C2

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

(614)644-2360 FAX(614)644-3166

TO

84189941495		STCK		SPEEDWAY LLC	
PERMIT NUMBER		TYPE		DBA SPEEDWAY #1251	
ISSUE DATE				260 S LOCUST ST	
05 17 2021				OXFORD OHIO 45056	
FILING DATE					
C1 C2 D6		PERMIT CLASSES			
09 088 A		F26850			
TAX DISTRICT		RECEIPT NO.			

FROM 12/07/2021

RECEIVED
12.10.21
City of Oxford

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 12/07/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

01/07/2022

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

A STCK 8418994-1495

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING.

[illegible]

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1a Verna Eckard Doty	SSN 178-78-3792	Treasurer	☒ Managing Member ☐ Voting interest ☐ Membership interest	11-6-1974
2a			☐ Managing Member ☐ Voting interest ☐ Membership interest	
3a			☐ Managing Member ☐ Voting interest ☐ Membership interest	
4a			☐ Managing Member ☐ Voting interest ☐ Membership interest	

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) <u>Carling, David D.</u>	<u>SSN: 178-73-1792</u>	<u>Treasurer</u>	☒ Managing Member ☐ Voting Interest ☐ Membership Interest	<u>11-6-1971</u>
2) _____	_____	_____	☐ Managing Member ☐ Voting Interest ☐ Membership Interest ☐ Managing Member ☐ Voting Interest ☐ Membership Interest	_____
3) _____	_____	_____	☐ Managing Member ☐ Voting Interest ☐ Membership Interest	_____
4) _____	_____	_____	☐ Managing Member ☐ Voting Interest ☐ Membership Interest	_____



**Department
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxwell, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You must, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered timely, your above response must be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 - 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4008
Reynoldsburg, Ohio 43068-8006

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/lqr/lqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Public Comment to Council Form

[Print](#)

Submitted by: Justin Fain

Status: Completed

Priority: Normal

Assigned To: Doug Elliott

Due Date: Open

Public Comment To Council



*** First Name**

Justin

Enter your First Name

*** Last Name**

Fain

Enter your Last Name

*** Address**

107 E Spring St Apt 6

*** City**

Oxford

*** State**

OH

*** Email**

jstnfain@gmail.com

Phone

17405777436

*** I am a...**

- ☐ Visitor
- ☒ Resident
- ☐ Business Manager
- ☐ Business Owner
- ☒ Employee in Oxford
- ☒ Student
- ☐ Other

*** Comment(s)**

The Council should consider the impact of disconnected bike infrastructure on the viability of biking for commuting and commerce. The current infrastructure does not provide adequate connections from residential areas to the central business district, requiring riders to enter fast-moving traffic in sharrows. This arrangement is both unsafe for riders and undesirable for motorists. The Council should consider the environmental, economic, and health benefits of improved bicycle infrastructure and explore the feasibility of connecting existing separated and semi-protected bike lanes with new infrastructure and the elimination of sharrows in favor of safer segregated bike infrastructure.

Make a public comment for review by City Council



OXFORD CITY COUNCIL

Meeting Minutes

Tuesday, December 7, 2021

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

A regular meeting of the Oxford City Council was called to order by Mayor William Snavelly on Tuesday December 7, 2021 at 7:30 p.m. Members in attendance were, Amber Franklin, Alex French, Jason Bracken, Glenn Ellerbe, Chantel Raghu, and David Prytherch arrived at 8:25 p.m.

Staff members in attendance were: Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Joe Newlin, Finance Director; Mr. John Jones Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Mr. Mike Dreisbach, Service Director; Mr. Casey Wooddell, Parks and Recreation Director; Mr. Chris Conard, Law Director; and Ms. Heather Barbour, Clerk of Council.

Approval of Agenda.

Ms. Franklin moved to approve the agenda. Ms. Raghu seconded. Motion passed 6-0-0.

Public Participation.

Recognition

Mayor Snavelly read a Resolution recognizing Ms. Edna Southard for her years of service to the City of Oxford.

Ms. Franklin moved to adopt Resolution No. 7359. Ms. French seconded. Motion passed 6-0-0.

Ms. Southard remarked on the date, December 7 is Pearl Harbor Day and she shared a personal story about what that means to her. Ms. Southard thanked fellow Councilors and City Staff. Ms. Southard advised to keep learning, listen respectfully and carefully to hear people out without interrupting, and to be respectful even when we disagree. Ms. Southard noted the world is better when we are open to everyone.

Mayor Snively read a Resolution recognizing Mr. Mike Smith for his years of service to the City of Oxford.

Ms. Franklin moved to adopt Resolution No.7360. Ms. French seconded. Motion passed 6-0-0.

Mr. Smith thanked the City Staff and Councilors for their support during his term. Mr. Smith added that it was a privilege and an honor serving with you.

Presentation

Mr. Larry Slocum, his assistant manager Emily Hines and members of the Miami University Men's Glee Club sang the Farmers Market year-end report entitled "You hungry? Shop early" Mr. Slocum presented Mr. Newlin with a check for use of Lot 52 for 2022.

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

Mr. Ellerbe moved to proceed without comment. Ms. Raghu seconded. Motion passed 6-0-0.

Appointments to Boards and Commissions

A Resolution appointing Ms. Amber Franklin as the Council Representative to the SELF Board.

There were no comments from the public.

Ms. French moved to adopt Resolution No. 7362. Mr. Ellerbe seconded. Motion passed 6-0-0.

Public Comments.

There we no comments from the public.

Consent Agenda.

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

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

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

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

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

Ms. French moved to approve the consent agenda. MS. Franklin seconded. Motion passed 6-0-0.

Resolutions.

National Opioid Settlement Agreement.

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

Mr. Conard noted the importance of in participating in the Janssen Settlement. Mr. Conard stated it is unclear what amount the City of Oxford would receive or when the funds might be received.

There were no comments from the public.

Ms. Franklin asked about the level of participation in the State would affect the amount of money received.

Mr. Conard noted the more participation in the State the more money the State would possibly receive.

Mr. Elliott stated the City received an estimated potential settlement amount, to be eligible the City would need to enter into the Settlement Participation.

Mr. Bracken mentioned the services that would benefit from any funds received.

Ms. Franklin moved to adopt Resolution No. 7363. Ms. French seconded. Motion passed 6-0-0.

Purchasing Policy.

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

Mr. Newlin noted City Intern Mr. Luke Schlake assisted with the research and drafting of the purchasing policy and that he did an excellent job. Mr. Newlin went over the major change of increasing the threshold for competitive purchases over \$50,000 from the current threshold of \$20,000.

There were no comments from the public.

Mr. Ellerbe moved to adopt Resolution No. 7364. Ms. Raghu seconded. Motion passed 6-0-0.

Request for Proposals for Aquatic Center Operations.

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

Mr. Wooddell advised he would like to collect and compare proposals for the operations of the Oxford Aquatic Center with the current operations of the Oxford Aquatic Center over the past few years. Mr. Wooddell will review advantages and disadvantages for contracting operations.

Mayor Snavely asked if the Oxford Country Club would be involved.

Mr. Wooddell stated that in January 2021 the Oxford Country Club expressed interest in this idea. Mr. Wooddell noted the Oxford Country Club has some of the same challenges the City faces with aquatic operations and that they are aware of tonight's discussion with the City Council.

There were no comments from the public.

Mr. Bracken asked about worker wages.

Mr. Wooddell answered that is yet to be determined, and minimum wages can be built into the request for proposals. Mr. Wooddell mentioned the two main companies used by surrounding Cities recruit local employees.

Mr. Bracken noted that would be something he'd like to see and similar wages.

Mr. Ellerbe asked if the contract would include concessions.

Mr. Wooddell answered it is possible to ask this company to run the entire operation from the front gate, concessions, and the pool or piece it out.

Ms. French asked for clarification on the rate or number of seasonal employees hired over the summer if operations get contracted.

Mr. Wooddell answered that the contracted operations company would be employing the seasonal aquatic employees, not the City. Mr. Wooddell mentioned the time and resource savings to the City's Human Resources Department.

Mr. Bracken commented on Mr. Wooddell's Staff Report of the potential savings of time and resources and he would like to see some of the savings be passed on towards providing transportation and lower rates for families in need, established by the free or reduced lunch criteria.

Mr. Wooddell mentioned the existing scholarship fund through the Community Foundation that he and his staff have been accessing for many years even at the old pool. Mr. Wooddell stated the scholarships use the same criteria that Talawanda Schools use for their free and reduced lunch program.

Mr. Ellerbe moved to adopt Resolution No. 7365. Ms. Franklin seconded. Motion passed 6-0-0.

MKSK Contract.

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

Mr. Perry stated the growth in the Community Development Department and a need for outside assistance over the past year. Mr. Perry advised to stay on schedule it would be beneficial to use MKSK since they have done some work for the City in the past. Mr. Perry noted the last time the comprehensive plan was updated was in 2008. The 2020 census data, changes in the community and new Council Goals make this a good time for an update.

There were no comments from the public.

Ms. Raghu moved to adopt Resolution No. 7365. Mr. Bracken seconded. Motion passed 6-0-0.

Ordinances. First Reading.

Supplemental Budget Number 9.

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

Mr. Newlin discussed the proposed supplemental budget as detailed on pages 76-81 of Council's packet and offered to answer any questions.

There were no comments from the public.

Repealing Ordinance No. 2535.

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

Mr. Newlin advised Ordinance No. 2535 adopted by City Council in August of 1997, increased the threshold amount for contracting purposes without competitive bidding to match the threshold prescribed by the Ohio Revised Code, which at that time was \$20,000. Mr. Newlin noted repealing Ordinance No. 2535 would simplify the process going forward since the threshold is spelled out in the Purchasing Policy.

There were no comments from the public.

Repealing Codified Ordinance Section 729.10.

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

Mr. Elliott noted at the November 16, 2021 Council meeting, Council adopted Resolution No. 7355 authorizing alcoholic beverages to be served at the event being held at the Oxford Seniors Citizens and Community Center which is a City owned facility.

Mr. Elliott mentioned the consensus of the Council was the City Manager should have the authority to approve such a request.

There were no comments from the public.

Ms. Franklin asked why this pertains only to the Seniors Center, what other spaces could have been included.

Mr. Elliott answered that the Seniors Center gets the most requests, several weddings have been held there. Mr. Elliott reminded the Council alcohol would be served not sold at the Seniors Center. Mr. Elliott named other City owned locations and reasons for not wanting alcohol to be served at these locations.

Second Reading

Lease Agreement for Oxford Cottage Community.

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

Mr. Elliott noted the City purchased 2.1 acres last month, the next step is to lease the land. Mr. Elliott mentioned Mindy Muller of Community Development Professionals is in attendance tonight and offered to answer any questions.

There were no comments from the public.

Mayor Snavely noted this Ordinance address one of the Council's goals Housing for Everyone Goal.

Ms. Franklin moved to adopt Ordinance No. 3652. Mr. Bracken seconded. The Ordinance was adopted by the following roll call:

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

NAY: None (0)

ABS: (0)

Final Subdivision Application and Plat for Heron Pond.

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

Mr. Perry stated there were no changes from the last reading. Mr. Perry noted a change that will not change the geometry. Mr. Perry explained that it has been requested to move the stormwater management above ground in the same location. If approved by the City Service Department there will be no issues with this change.
There were no comments from the public.

Ms. French moved to adopt Ordinance No. 3653. Mr. Bracken seconded. The Ordinance was adopted by the following roll call:

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

NAY: None (0)

ABS: (0)

A. Announcements & Communications.

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

Mr. Elliott shared that a tentative agreement was reached with the Fire Division Union. Hopefully, the contract can be reviewed at the December 21, 2021 City Council meeting. Mr. Elliott mentioned the Noncommissioned Police Officers filed a notice to negotiate a new contract. The current contract ends at the end of the year.

Mr. Wooddell thanked the Community for an amazing Holiday Fest on Saturday, highlighted by Mayor Snavelly lighting up Oxford at 6:30 p.m. Mr. Wooddell recognized and thanked the community partners, and Police, Fire, and Service Departments that helped to organize Holiday Fest. Mr. Wooddell announced the return of Chocolate Meltdown which will be an enhanced version held uptown and at the Oxford Community Arts Center in January 2022.

Mr. Perry noted the Planning Commission meeting next week has a couple of planned developments, and 7 acres of the City's 47 acres on Oxford Reily Road will be on the agenda for Episcopal Retirement affordable senior housing. Mr. Perry stated the Owl's Landing Project on Brookville Road recently annexed 22 acres. Mr. Perry mentioned that if anyone is interested in contributing to the design, notices are sent out as part of the standard protocol to the property owners within 200 feet, but anyone who would like to contribute is welcome the meeting Tuesday at 7 p.m.

Ms. Greene provided an update about the City's housing efforts due to a flurry of online messages this week. Ms. Greene would like the public to be aware of tonight's approval of the Oxford Cottage Community that will result in 12 cottage homes. Ms. Greene added this year the City has dedicated the short-term rental lodging tax that will contribute to a housing fund estimated at \$20,000 per year. Ms. Greene stated the City has a Housing Advisory Commission working group actively researching how housing nonprofits can be funded and what models the City might use, a report is to come soon. Ms. Greene invited everyone to the December 21, 2021 City Council work session regarding the American Rescue Plan Act with a focus on investing in housing solutions for the community.

Ms. French shared her excitement in participating in her first City Council meeting. Ms. French congratulated Mr. Wooddell and his staff and the group effort that made the Holiday Festival so wonderful. Ms. French was pleasantly surprised to have seen the Talawanda basketball game live-streamed in the uptown park.

Ms. French advised the difficulties of the season for folks, shorter days, not a lot of sunlight, and encouraged to take care of yourselves and each other, to familiarize yourself with resources available such as the National Suicide Life Line, Crisis Text Line and, Butler County Emergency Hotline.

Ms. Raghu thanked Ms. Greene for bringing up the housing solution updates. Ms. Raghu noted what she read from the post was a lot of people realize how big of a problem affordable housing is. Ms. Raghu mentioned the community's disappointment with City Council for not doing enough and agrees that there is more work to be done. Ms. Raghu noted the possible resistance and would like to remind everyone we are all in this together for the greater good and is excited for the City Council to make strong headway on this problem.

Ms. Franklin reiterated the excitement Ms. French mentioned and is ready to serve the community. Ms. Franklin shared that the very first City Council meeting, she attended was many years ago and the discussion was about the Princess Theater. Ms. Franklin stated at that meeting she listened to Mr. Slocum sing his Farmers Market report so it's exciting that she got to hear him again her first time serving on City Council. Ms. Franklin thanked her husband for his support. Ms. Franklin thanked Chief Jones and his work with her on the Police Community Relations & Review Commission. Ms. Franklin is looking forward to working with the City Staff as we work to find a good social worker to fill that position.

Mr. Bracken urged everyone to get vaccinated and wear a mask when they can especially in public.

Mr. Prytherch apologized for his late arrival. Mr. Prytherch congratulated Mr. Wooddell on the success of the Holiday Fest. Mr. Prytherch commented on the expiration of the Mask Mandate, and how to communicate that to the community to continue to use safe practices.

Mr. Bracken asked if that's a topic the City Council should discuss.

Mayor Snavelly noted that can be discussed at the next meeting. Mayor Snavelly congratulated Miami University for their program to vaccinate everyone. They now report a vaccination rate of over 92%. Mayor Snavelly estimates within the City of Oxford the vaccination rate is high as well, the numbers we get are for the 45056 zip code that includes several townships and that number may not reflect the City. Mayor Snavelly congratulated Habitat for Humanity in dedicating two new homes, on Hester Road with more houses to come. Mayor Snavelly added in the future he hopes that the City can offer assistance to keep moving forward. Mayor Snavelly congratulated Mr. Wooddell on recognizing other people's contributions to Holiday Fest and commended Mr. Wooddell on organizing the event.

Mr. Bracken moved to adjourn at 8:43 p.m. Ms. Raghu seconded. Motion passed 7-0-0.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	David Treleaven, Environmental Specialist
DATE PREPARED:	December 2, 2021
COUNCIL MEETING DATE:	December 21, 2021
AGENDA TITLE:	December 1, 2021 Environmental Commission Meeting Summary
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 12/17/21 MB 12/3/21

Environmental Commission members in attendance at the Wednesday, December 1, 2021 meeting were: Chair, Mr. Jon Ralinovsky; Vice-Chair and City Council Representative, Ms. Chantel Raghu; Planning Commission Representative, Mr. Jason Bracken, Mr. Justin Fain, and Ms. Heather Barrett. A quorum was present. Mr. Steven Elliott had previously notified the Commission that he would not be able to attend the meeting. Also in attendance were Oxford residents Mr. Ross Olson, Mr. Steve Sullivan, Ms. Emily Shoker, Ms. Caitlin Zawodmy, and Mr. Antonio Alejandro. Mr. Charlie Stevens from Oxford Township was also in attendance.

Ms. Barrett moved for approval of the minutes from the November 3, 2021 Environmental Commission meeting; Mr. Fain seconded. The minutes were unanimously approved as presented.

Mr. Ross Olson introduced the other members of the public present for the Commission meeting. Members of the public were in attendance to participate in the discussion around native landscaped lawns, specifically pollinator gardens. Ms. Shoker indicated that she is intending to undertake creation of a pollinator garden as a project to help fulfill requirements for the Girl Scouts of the USA Gold Award.



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

Discussion:

Mr. Olson reminded the Commission that he had spoken at monthly meetings earlier in the year regarding the potential development of a community garden and pollinator garden as an alternative use for a portion of Merry Day Park. While conversion of a portion of Merry Day Park is still being considered, he would like the Commission to consider undertaking steps to encourage community residents to undertake creation of pollinator gardens on their own properties. Mr. Sullivan suggested that possible revisions to Oxford property maintenance codes could encourage citizens to create pollinator gardens and/or “pocket” meadows, and possibly alleviate concerns that installation of these vegetative features could be in violation of existing property maintenance codes. Mr. Sullivan indicated that Ms. Zawodny and Mr. Alejandro were working with him to identify other municipal codes encouraging pollinator gardens and pocket meadows on private properties. Staff had previously reviewed the Oxford Property Maintenance Code. While “...uncontrolled growth of weeds...” was specifically referenced as a public nuisance, “...cultivated flowers, (and) gardens...” were specifically exempt from this inclusion as a public nuisance. The Commissioners generally agreed that a planned and maintained pollinator garden with specific boundaries should not present a public nuisance issue, but the Commissioners would like to see what other municipalities had done and perhaps incorporate those ideas into Oxford’s property maintenance codes. Mr. Sullivan indicated that the tentative plan was to provide the review of other municipal codes and suggested possible recommendations for revisions to Oxford’s property maintenance codes to the Commission for discussion at the upcoming January 5, 2022 meeting.

Commissioners discussed potential future projects for the Environmental Commission to consider, in addition to private creations of pollinator gardens/pocket meadows. Mr. Bracken would like to develop a collection program specifically for residential and commercial refrigerant gases, as they have an extremely high carbon dioxide equivalent impact towards greenhouse gas emissions. Staff provided Mr. Bracken with a contact with the Butler County Recycling and Solid Waste District as they have offered programs for refrigerant appliance recycling in the past. Mr. Bracken would also like the Commission to investigate increasing the rate of replacement of City fleet with electric vehicles (or at least hybrid) vehicles, encouragement of local restaurants to offer more vegan or vegetarian meals, and the encouragement of smaller family sizes through family planning, all in the interest of reducing Oxford carbon footprint. Mr. Fain suggested improving the bicycle infrastructure with the addition of access “spokes” for the Oxford Area Trail System to encourage use of bicycles for transport and commerce. Ms. Barrett expressed interest in expanding the existing residential food scraps drop-off program to include commercial restaurants. Staff is to inform GoZERO Services (the company collecting the residential food scraps for composting) of Ms. Barrett’s interests with providing commercial food scraps collections.



The City of Oxford
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Oxford, OH 45056

Staff updated the Commission on recent urban forestry activities. The Ohio Department of Natural Resources (ODNR) has awarded Oxford a \$10,000 reimbursement grant as part of their Urban Canopy Restoration Grant Program. The entire project will be at least \$20,000, and is for the planting of an estimated 52 street and public trees to be undertaken during 2022. Oxford has met the requirements for consideration as a Tree City USA for 2021. Staff has completed the re-certification application, which is due to the ODNR by Friday, December 3, 2021. This would be Oxford's 26th consecutive year as a Tree City USA community.

Staff provided an update regarding public participation and input for future considerations and/or actions by the Commission. In the immediate future, Oxford is to make an online survey available for public input, accompanied by an extensive public outreach push to help make the community aware of the survey. Subsequently, a public participation "lollapalooza" will be held with representatives of many/all of the boards, commissions, and committees present at one place and time to provide the public with a "one-stop-shop" to provide input, rather than having the public potentially attend a multitude of meetings to provide input. The public participation "lollapalooza" is tentatively planned for January 2022.

Staff updated the Commission on the monthly emission monitoring event of the landfill's 23 passive gas vents for November. At approximately 148 metric tons (MT) total carbon dioxide equivalent (CO₂e) for the entire landfill, the November monthly total value was below the monthly average value of approximately 158 MT since October, 2020. The annual total CO₂e emissions for the last twelve months is estimated at 1,890 MT. This value is 60% lower than the USEPA's model estimate for the closed landfill emissions (4,764 MT) that was used in previous calculations of Oxford's greenhouse gas emissions.

Staff provided a summary of the on-going residential food scraps drop-off program. In 137 weeks (since April 2019), approximately 101,250 pounds (50.6 tons) of food scraps have been collected for composting, averaging 739 pounds per week. For 2021 alone, a total of approximately 37,600 pounds (18.8 tons) has been collected in 45 weeks, averaging 839 pounds per week.

Commissioners concluded discussions at 7:55 p.m. The next regularly scheduled monthly Environmental Commission meeting is scheduled for 7:00 p.m. on January 5, 2022, in the Municipal Building's first floor conference room.





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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	December 16, 2021
COUNCIL MEETING DATE:	December 21, 2021
AGENDA TITLE:	December 8, 2021 Historic and Architectural Preservation Commission Summary
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> DRE 12/17/21

Chair Skoglund presided over the meeting. Staff present were Director Sam Perry and City Manager's Office Intern Alex Haushalter. Councilor Alex French attended as City Council Representative.

New Business

- I. 110 E. High Street future – The property owner, Benjy Federbush, was present, at staff's request, to discuss the future of the vacant bookstore building. Mr. Federbush plans to submit redevelopment plans for review in 2022.
- II. Non-Architectural Preservation Items – McGuffey House – Local resident Ellen Lawson submitted recent research to City Council that explained a connection with a former resident of the William Holmes McGuffey House. The former resident was connected to a non-resident that was involved in the Underground Railroad. More research to be completed to determine if a new marker is justified.
- III. NAPC Forum 2022 Attendance (Cincinnati) – July 13-17, 2022 -- Staff suggested that at least two members of the Commission plan to attend the National Alliance of Preservation Commissions FORUM since it will be in Cincinnati in 2022. The previous in-person FORUM was in Des Moines in 2018.

Old Business

- IV. Design Guidelines Update
 - a. Policy Research Peer Cities Report – Alex Haushalter presented research of eight similar sized cities around Ohio regarding their level of regulation in historic districts. The research confirmed that Oxford is not alone regarding absentee ownership in historic districts; but that not all cities surveyed implement preservation or code enforcement in the same way.
 - b. Smith Library Research completed – The Smith Library of Regional History has completed detailed property history reports for 39 properties in a potential historic district expansion area (South College and South Elm areas).



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- V. Administrative Decisions (Previously Decided/Approved) – approval authority delegated to the Commission Chair and City staff
- a. HAPC-2021-09, CERTIFICATE OF APPROPRIATENESS, 22 W Park Place, new wall sign, Ahmad Maghathe, Applicant
 - b. HAPC-2021-11, CERTIDFICATE OF APPROPRIATENESS, 77 S Main Street, new wall sign, Timothy Hoskins, Applicant/Agent
 - c. HAPC-2021-12, CERTIFICATE OF APPROPRIATENESS, 104 E Church Street, window replacements, Oxford Presbyterian Church, Applicant



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STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	12/14/21
COUNCIL MEETING DATE:	12/21/21
AGENDA TITLE:	A Resolution approving the contract between The City of Oxford, Ohio and the Non-Commissioned Police Division Employees and Authorizing The City Manager to sign a contract on behalf of the City.
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Doug Elliott <i>DRE 12/17/21</i>

DISCUSSION:

The City of Oxford has three unions within the Police Division (Sergeants and Lieutenants, Patrol Officers, and Non-Commissioned Police Employees). The contract with the Non-Commissioned Police Division Employees expires on 12-31-21. The negotiating parties met several times and reached a tentative agreement. The main item negotiated was wages. The new agreement will include a 3% pay increase for 2022, 2023, and 2024. The new agreement eliminates the "me too" clause of the past contracts which provided that the employees of this bargaining unit shall be entitled to wage increase equal to the wage increase given to members of the Oxford Police Patrol Officers bargaining unit. A resolution authorizing the City Manager to sign a new three-year agreement with the Non-Commissioned Police Employees bargaining unit is on the agenda for the December 21, 2021 Council meeting. I recommend Council adoption of this resolution.

RESOLUTION NO.

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE CITY OF OXFORD, OHIO AND THE NON-COMMISSIONED POLICE DIVISION EMPLOYEES AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City Manager, City Attorney, and Police Chief recommend Council authorize the City Manager to sign on behalf of the City the Contract referred to in substantially the same form as Exhibit "A" "Contract" with the Non-Commissioned Police Division Employees. The term of this Contract is for three (3) years from January 1, 2022 through December 31, 2024.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager, City Attorney, and Police Chief and approves the contract finding that the contract will benefit the community and is in the best interest of the City to authorize the City Manager to sign the contract on behalf of the City.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

CONTRACT

Between

THE CITY OF OXFORD

And

THE NON-COMMISSIONED POLICE DIVISION EMPLOYEES

January 1, 2022 - December 31, 2024

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This agreement, made and entered into on the _____ day of _____, 2021, in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Non-Commissioned Police Division Employees, hereinafter called "Employees", has as its purpose the promotion of harmonious relations between the City and the Employees, the formalization of the complete agreement between them on all matters pertaining to wages, hours, or terms and other conditions of employment, and the establishment of an equitable and peaceful procedure for the resolution of differences which may arise concerning those matters.

The parties hereto agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. It is expressly understood that all matters not included in this agreement are by intention and design specifically excluded and fall, for the life of this agreement, within the powers, duties and responsibilities of the City. This agreement constitutes the full and complete agreement of the parties and there are no others, either oral, written, or by custom except those as herein expressly contained. Therefore, the Employees and the City, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Each of the parties to this agreement, for the term of this agreement, specifically waives the right to demand or request changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining and it is agreed that the City shall not be subject to provide additional wages, compensation, fringe benefits, or emoluments of any kind beyond that which is specified in this agreement.

Non-Commissioned Police
Division Employees

City of Oxford

Matt Stitzel, President

Douglas R. Elliott Jr., City Manager

Angela Schatzle, Secretary

Benjamin A. Mazer, Assistant Law Director

Jessup Gage, Legal Counsel

John A. Jones, Chief of Police

ARTICLE I Recognition

1. The Oxford Police Employees Association is recognized as the exclusive representative for collective bargaining purposes for the non-commissioned employees consisting of the public safety assistants, police records specialists and dispatcher/clerks as established by certification granted by the State of Ohio State Employment Relations Board, dated September 2, 1999, more specifically referred to as Case No. 99-REP-05-0113. The term "Employee" when used in this agreement refers only to those employees, individually and collectively, included within that certification.
2. The bargaining unit excludes all part-time and all other non-commissioned employees of the Police Division in the City.

ARTICLE II Dues Deduction

The City agrees to deduct and remit to Oxford Police Employees Association periodic dues, initiation fees, and assessments of members of Oxford Police Employees Association upon presentation of written deduction authorization (see Appendix C) by the Employee. It is agreed that the written deduction authorizations specified shall be irrevocable for the term of this agreement and that said authorizations shall stipulate that the same is irrevocable for the term of this agreement and that thereupon the City will treat the same as irrevocable during the term of this agreement irrespective of any attempts to negate said authorizations.

Should any member of the bargaining unit not become a member of Oxford Police Employees Association within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Employees as to the facts, will deduct a fair share from said employee's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law except as modified by the *Supreme Court of the United States decision in Janus v. American Federation of State, County, and Municipal Employees, Council (2018)*. The Employees agree that any such fair share employee will be fully represented by the Employees the same as if he or she were a member of the Employees and will be entitled to attend and participate in meetings of the bargaining unit and will be entitled to vote on the contract with the City as well as any and all contract matters or provisions in the same manner as are members of the Oxford Police Employees Association.

The Employees agree to indemnify and hold the City harmless against any and all claims and liability arising by virtue of its deduction from any employee's pay made pursuant hereto and for disposition and use of deductions so made once they have been received by the Employees.

ARTICLE III

Wages

The wage rates which shall be effective during the term of this agreement are set forth in Appendix A. Effective the first pay period including January 1, 2022, employees shall receive a 3.0% wage increase. Effective the first pay period including January 1, 2023, employees shall receive a 3.0% wage increase. Effective the first pay period including January 1, 2024, employees shall receive a 3.0% wage increase.

ARTICLE IV

Work Day and Work Period

1. The normal work day for Records Specialist and dispatcher/clerks shall be eight (8) consecutive hours of work inclusive of a thirty (30) minute meal period. The Public Safety Assistants shall have a normal work day consisting of ten (10) consecutive hours of work inclusive of the thirty (30) minute meal period.
2. The normal work week shall be forty (40) hours per one week pay period.
3. A one week pay period begins at 7:00 a.m. on Monday and ends one hundred sixty eight (168) hours later.
4. A day begins at 7:00 a.m. and concludes twenty four (24) hours later.
5. While remaining on duty and in communication with the Dispatcher's office, an employee shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; employees working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day while working an eight (8) hour shift. Any employee requested to work beyond the end of his/her shift shall be entitled to a twenty (20) minute break if requested to work twelve (12) hours, or, should the employee be requested to work fourteen (14) hours, he/she shall be entitled to a thirty (30) minute meal period every four to five (4-5) hours. Employees working other overtime shall be entitled to the following breaks: one fifteen (15) minute break if requested to work no less than four (4) hours; or one twenty (20) minute break if requested to work six (6) or more hours; or one (30) minute meal period if requested to work no less than six (6) hours; or according to the normal schedule if requested to work a full eight (8) or ten (10) hour shift. Unless specifically approved by the shift supervisor, no two employees shall be on break at the same time. Before commencing a break, every employee shall notify the dispatcher/clerk of his/her intent and location and shall be subject to an order from the shift supervisor to return to duty. Upon completion of a break, the employee shall also notify the dispatcher/clerk.
6. Changes in an employee's work schedule when such employee is not being paid overtime therefore and when such change is not occasioned by sickness, funeral, injury, or attendance at schools, training sessions, lectures, meetings, jury duty or vacancy in the division wherein the City did not have thirty (30) days advance notice of said school, training session, lecture, meeting, jury duty or vacancy in the division or where the schedule change is occasioned by the cancellation of an employee's attendance at any school, training session, lecture, or meeting and the City desires to substitute and assign another employee to such school, training session, lecture, or meeting,

shall require that thirty (30) days notice thereof be given to the affected employee. In order to assure the City's ability to comply with this Article, it shall be mandatory that an employee provide the City with written notice thirty-seven (37) days in advance of request for holiday time off, personal days, and compensatory time days off, unless the City does not reschedule another employee to work as a result of such request. Changes in an employee's work shift or working hours may be made with less than thirty (30) days notice by mutual agreement between the City (through the scheduling officer) and the affected employee(s).

7. Two employees may exchange shift assignments with approval of the scheduling officer provided (1) both employees sign the shift trade agreement form in Appendix B; (2) each shift trade is scheduled in such a way that each employee is still scheduled for forty (40) hours work within the one-week pay period described above; and (3) no employee may work more than six consecutive days through the use of shift trades.

8. Within 30 days of both parties accepting this contract, the City will provide a schedule through December 31, 2016. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the preceding calendar year. Nothing herein shall restrict the rights of the City to change the schedule in accordance with the terms of this contract and the law.

ARTICLE V Overtime

1. Overtime is defined as any time worked in excess of forty (40) hours during any one week pay period, but excluding any excess hours spent on jury duty. When directed by the supervisor to work overtime, an employee will be compensated for all such hours actually worked at a rate of one and one-half (1-1/2) times his/her normal rate. Compensation will be in the form of pay or compensatory time off at the option of the employee. Work assignments shall not be offered based solely on the employee's acceptance of compensatory time off. Compensatory time shall be taken as additional vacation subject to the approval of the employee's supervisor; however, no employee shall be permitted to carry over more than forty (40) hours of compensatory time from one calendar year to the next calendar year. The overtime rate of pay is applicable to any hours worked in addition to the forty (40) hours of straight-time compensation for any one week pay period. Such straight-time compensation may include hours actually worked, paid leave or sick leave, holiday time, or vacation, or jury duty hours, or a combination of hours actually worked, paid leave and/or jury duty hours. Additional rules and restrictions on the accumulation and use of compensatory time shall be agreed by the parties' Labor Management Committee and approved by the City Manager.

2. An employee who is called to duty following the completion of the normal work day and three (3) or more hours prior to the commencement of the next normal work day shall receive a minimum of three (3) hours compensation for such call-in at one and one-half (1-1/2) times the normal rate.

3. An employee who is required to appear in Court to testify as a witness on behalf of the State or City in a State or City case or pursuant to a subpoena in a civil case by reason of the

employee's duties and actions as an Oxford employee, if not on duty at such time, shall receive a minimum of three (3) hours compensation at one and one-half (1-1/2) times the normal rate.

Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

An employee who is called for jury duty will be scheduled to work an eight-hour day shift for those days which the employee serves as a juror. The employee shall report for duty at the Oxford Police Headquarters to work those hours of any day shift which is not spent as a juror. An employee shall remit to the Finance Department any funds received for serving as a juror, except that the employee shall be allowed to retain mileage fees. No employee shall be paid for more than forty (40) hours per work week for time actually spent as a juror.

4. The working of overtime is mandatory. Where possible, the City will post available overtime in advance and fill slots from the work force on a volunteer basis. On occasions when it is not possible to post overtime in advance, the City will contact employees in an attempt to fill the slot on a volunteer basis. An employee shall have the right to tentatively refuse such overtime if the employee has personal plans and makes them known to the City. However, if the City is unable to fill a slot on a volunteer basis, the City will have the right to order an employee to work the required overtime.

5. Overtime will be allocated to employees, by classification, in accordance with the following procedures:

A. Coverage for partial shift, i.e., short notice absences:

1) Shift coverage overtime shall be offered to the employee(s) working the shift prior to the vacancy, being offered to the employee with the lowest overtime balance first.

2) If the employee(s) working the shift prior to the overtime decline the overtime, it shall be offered to the employee(s) working the shift immediately following the vacancy, being offered to the employee with the lowest overtime balance first.

3) If the above employee(s) decline the overtime and a part-time employee is working the shift prior or the shift immediately following the vacancy, the part-time employee can be offered the shift.

4) If the above employees decline the overtime, then it shall be offered to employees not working, being offered to the employee with the lowest overtime balance first.

B. Coverage for an entire shift:

1) The shift shall be divided in half, with the first half being offered to the employee(s) working the shift prior to the vacancy, being offered to the employee with the lowest overtime balance first.

2) The second half of the shift will be offered to the employee(s) working the following shift, being offered to the employee with the lowest overtime balance first.

3) If the above employees decline the overtime, then it shall be offered to employees not working, being offered to the employee with the lowest overtime balance first.

4) In providing shift coverage, employees will not routinely work more than fifteen (15) consecutive hours.

C. Overtime balance:

The overtime balance referred to above shall be determined by the current sum of all overtime hours worked plus hours offered and declined; however, only shift coverage overtime hours will be included in the balance.

D. Call out overtime hours:

When specialized skills are required, the officer in charge will determine who shall be called out.

E. Assignments for scheduled overtime (known 72 hours in advance) by classification:

1) The overtime balance sheets will be maintained for one calendar year. The overtime records will be kept electronically and will be available for employees to inspect upon request.

2) At the beginning of the calendar year, assignments will be based upon the employee(s) length of service, being offered to the employee with the longest seniority, by classification, first.

3) If two employees have the same overtime balance, the overtime will be offered first to the employee with the longer length of service (seniority) by classification.

4) The word "offered" used in the above items means that the City has attempted in good faith to contact the appropriate employee either in person or by text, email or telephone but actual contact is not required.

5) The above procedure shall not be required in an emergency situation.

ARTICLE VI
TAC Pay

1. The person assigned to handle the TAC duties will receive on a pro-rated annualized basis during the term of this contract One Thousand Dollars (\$1,000.00) for performing those services.

2. The employee assigned as assistant to the TAC LEADs officer who has been trained and appointed to the position by the Police Chief will receive on a pro-rated annualized basis during the term of this contract Two Hundred Fifty Dollars (\$250.00) for performing those services.

ARTICLE VII

Holidays

For purposes of determining holiday pay, employee shall be entitled to fifteen (15) paid holidays each year: Designated holidays are New Year's Day (January 1), Martin Luther King, Jr., Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25); undesignated holidays are the employee's birthday and six (6) personal absence days. Employees who work a designated and eligible holiday shall be eligible to take a subsequent day off with supervisor approval. Upon the approval of the supervisor, the employee on his/her birthday may take the day off or take it at a later date in the same year. Employees scheduled to work Christmas Eve and/or New Year's Eve will be compensated at one and one-half (1-1/2) times their normal rate for the hours worked. This provision applies only to employees actually working. Employees not working these two days are not entitled to any additional compensation or time off. Employees scheduled to work on a designated holiday may with his/her supervisor's approval choose not to work on that holiday. Those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal hourly rate, or they can receive pay at one and one half (1-1/2) times their normal hourly rate, instead of the additional pay, and an additional day of leave to be used at a later date. No shift trades will be allowed on designated holidays. Designated holidays not worked and undesignated holidays may be taken on any scheduled working day, not a designated holiday, with the approval of the employee's supervisor. When an employee does not work a designated holiday, the employee may with approval take that holiday on a scheduled working day or may turn in the holiday for eight (8) hours straight time (non-overtime) pay. Employees assigned to a ten (10) hour shift may, with the approval of the employee's supervisor, turn in designated holidays not worked for ten (10) hours straight time (non-overtime) pay. Designated holiday hours turned in for pay shall not be added to the forty (40) hour work week for purposes of determining overtime. All holidays shall be used within one year of the date earned except that no employee shall lose holidays because his/her request for specific days off was not approved.

ARTICLE VIII

Vacation

Employees will be credited with accrued vacation annually on the anniversary date of their employment according to the following schedule:

1 st through 4 th anniversary	80 hours
5 th through 9 th anniversary	120 hours
10 th through 14 th anniversary	160 hours
15 th anniversary and subsequent	200 hours

Vacation credited but unused by the following anniversary date of the employee may be carried forward up to a maximum of four (4) working days or forty (40) hours, whichever is greater. Any employee who is ordered to perform official duty during scheduled vacation shall be compensated at a rate of one and one-half (1-1/2) times the employee's normal rate for any hours actually worked.

An employee may turn in up to eighty (80) hours of accrued vacation for pay, provided that such employee has used at least forty (40) hours of vacation time in the preceding fifty-two (52) week period for time off.

ARTICLE IX Leaves

1. Leaves of absence. A leave of absence without pay for a period of up to one (1) year may be granted upon approval of the City Manager. Return of the employee within the approved time period entitles the employee to reinstatement in the position held prior to the granting of the leave. Failure to return to work upon the termination of a leave of absence shall result in termination of employment. The City may require that any employee requesting leave under the provisions of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness is involved) before any non-paid time off shall be utilized. No benefits shall accrue during the period of the leave of absence, unless any such time is mutually designated Family Medical Leave time. During such 12 week period the City will provide health insurance coverage as required by law.

2. Funeral Leave. Full-time employees will be permitted to use up to three (3) days funeral leave per calendar year for such time as may be reasonably needed for the purpose of attending the funeral of a member of their immediate family. After exhausting this annual allowance, an employee will be permitted to use up to three (3) days of sick leave as may be reasonably needed for the purpose of attending the funeral of a member of their immediate family. In no case shall an employee use more than a combined total of three (3) days funeral and/or sick leave for a single funeral. Immediate family shall be construed to mean spouse, child (biological, adopted, foster or stepchild), parent, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, spouse's grandparent or grandchild, aunt, uncle, and non-traditional family member. No other relatives are considered immediate family members for purpose of this provision. Employee using funeral leave are required to submit either an obituary or provide other documentation. Leave of absence without pay is allowed for other funerals when approved by the employee's supervisor.

Other Funeral Leave. Funerals not covered in the previous paragraph requiring absence of four hours or less may be granted with pay at the discretion of the Department Head or with the approval of the City Manager in the case of Department Heads. Leave of more than four (4) hours will be taken as vacation leave or leave without pay.

3. Maternity Leave. Maternity leave shall consist of sick leave and/or vacation time, or any other earned and accrued time, with pay, and/or leave of absence without pay. After the employee utilizes, for maternity purposes, all of her accrued sick leave and vacation leave, she will be placed on leave of absence without pay for a period not to exceed six (6) months. During such leave of absence the City will continue the employee's group health insurance at the expense of the employee if the employee requests unless such leave without pay is mutually designated as Family Medical Leave time where health insurance will be provided as required by law. Additional leave of absence without pay may be granted by the City Manager upon request, for good cause upon showing of unusual circumstances. If the City Manager has reason to believe that an employee is

unable to fulfill her usual duties by reason of pregnancy, the City Manager may request in writing that the employee begin sick leave, vacation leave or leave of absence without pay at a date earlier than that selected by the employee. Benefits other than health insurance do not accrue during the period of leave of absence without pay.

ARTICLE X

Sick Leave and Recuperative Leave

1. Sick Leave. Employees shall earn sick leave at a rate of ten (10) hours per month. Sick leave is used to compensate the employee at his/her regular rate when absent due to the illness of the employee. Sick leave is also charged when an employee leaves work for any medical appointment. Sick leave may also be used as follows:

A. An employee may also use a day of sick leave when he/she cannot come to work due to snow conditions and when his/her supervisor has determined that snow conditions prevented the employee from reporting for work.

In case of illness, employees shall be allowed to use accrued compensatory time, vacation hours or holiday hours in the same manner as presently prescribed for use of sick leave.

2. Recuperative Leave. An employee who is disabled to the extent that he/she cannot perform regular duties as a result of injury sustained in an identifiable incident while in the course of public employment with the City, not through his/her own negligence, after exhaustion of fifteen (15) days of the employee's accumulated sick leave, shall continue to receive for a period not to exceed one calendar year from that date an amount of compensation equivalent to his/her full salary less any and all funds or monies received from public or private agencies by way of pension, compensation, or indemnity for such disability. The employee shall make application for "temporary total" disability compensation under the Workers' Compensation Law of Ohio, provided that where the disability is of a type or nature which will prevent the employee from returning to full duties, the employee shall mandatorily apply for such available benefits of said funds or money that may accrue to him/her and be payable from the Public Employees Retirement System. The City Manager shall cause the employee to be examined by a physician of the City's choice to determine the extent of the disability and may require subsequent examinations during the period of disability. In no case will the City pay a recuperative leave allowance for any period of time in excess of the "temporary total" disability time as determined and awarded by the Ohio Bureau of Workers' Compensation.

3. Reinstatement. An employee absent from work because of any service connected occupational illness or injury as determined by the Ohio Industrial Commission shall be entitled to reinstatement at the same rate of pay received prior to the date of such illness or injury plus any contractual increases upon approval of his/her application to return to work.

4. Sick Leave Incentive. A non-commission police employee shall receive a bonus of two hundred dollars (\$200.00) per calendar quarter if the employee uses no sick leave during that quarter. Use of any hours of sick leave will result in the employee receiving no payment for that quarter. Any employee who uses no sick leave for a calendar year shall receive an additional two hundred dollars (\$200.00). The employee shall receive all such bonus payments at the end of each

calendar quarter. Any payment shall reflect applicable federal, state, and local withholdings. Sick leave used for recuperative leave as defined in paragraph 2 (above) shall not be considered sick leave used for purposes of this paragraph. This sick leave incentive will be part of any Employer absentee control policy, whether or not such policy is part of the contract.

5. An employee has the option of requesting payment of their current sick leave balance (the hours listed in Appendix E plus any converted hours) over a period of three years starting with the first full payroll period following the adoption of this contract. An employee will elect by April 30th for the year 2010 and January 31st of each year of this contract whether to convert up to one-third of the total hours listed in Appendix E, as of December 31, 2009. If the employee elects not to convert all or a portion of one-third of those hours each year then those hours that are not converted shall not be converted under this payout provision. At no time shall an employee have in accrued hours, whether from Appendix E or hours accrued after December 31, 2009, less than 80 hours. To be eligible to convert in any one year, the employee must have or be expected to accrue more than 80 hours. If the employee's accrued balance falls below 80 hours and remains there for 60 days the payout of sick leave shall cease until the employee has accrued and maintains 80 hours of sick leave. If approved, no additional bonus payments will be converted and added to the employee's balance. Payments shall be made in equal payments with the employee's regular payroll check. This amount will not increase the employee's hourly rate. Payroll personnel will manage the process, reducing the employee's hourly balance by each payroll period.

6. Regardless of the payment option selected by the employee, the remaining current sick leave balance (as shown on Appendix E, as defined above) will be paid for up to 1200 hours of sick leave at the rate of one hour of pay for each two (2) hours of accumulated sick leave up to 600 hours and one hour for each hour for the next 600 hours on retirement or death of the employee.

ARTICLE XI Life and Health Insurance

1. Life Insurance. The City will provide, at no cost, group life insurance coverage on each employee in an amount equal to one (1) times the employee's annual base salary. In addition, eligible employees may contract with the City's insurance carrier for additional units of life insurance at the expense of the employee and at no cost to the City.

2. Health Insurance. Effective January 01, 2013, the employee will contribute up to fifteen percent (15%) of the annual premium costs of health insurance due and owing provided to the employee by the City, provided the amount paid is equal to that which all other City employees pay for health insurance coverage. The amount contributed shall be withheld from employee's bi-weekly paycheck.

3. Other Insurance Coverages. Employees may purchase, through payroll deduction, other insurance coverages as may be made available to employees by the City through the mutual agreement of the City and the employees.

4. The City, subject to the requirements of the insurer, will study and if appropriate, establish a pre-tax health insurance cafeteria plan option.

ARTICLE XII
Longevity Pay

Employees shall receive longevity pay each year on the pay date after his/her anniversary date according to the following schedule:

Effective January 1, 2010:

After 5 years -	\$475	After 18 years -	\$ 800
After 6 years -	\$500	After 19 years -	\$ 825
After 7 years -	\$525	After 20 years -	\$ 850
After 8 years -	\$550	After 21 years -	\$ 875
After 9 years -	\$575	After 22 years -	\$ 900
After 10 years -	\$600	After 23 years -	\$ 925
After 11 years -	\$625	After 24 years -	\$ 950
After 12 years -	\$650	After 25 years -	\$ 975
After 13 years -	\$675	After 26 years -	\$1000
After 14 years -	\$700	After 27 years -	\$1025
After 15 years -	\$725	After 28 years -	\$1050
After 16 years -	\$750	After 29 years -	\$1075
After 17 years -	\$775	After 30 years -	\$1100

An employee not actively employed on his/her anniversary date shall not be eligible for longevity pay. Employees hired after January 1, 2000, will be first eligible for longevity pay on their anniversary date in the calendar year 2010.

ARTICLE XIII
Uniforms and Cleaning

Effective January 1, 2010, the uniform and cleaning allowance of Five Hundred Fifty Dollars (\$550) for the police records specialist and dispatcher/clerk and Six Hundred Seventy-five Dollars (\$675.00) for public safety assistant was added to the base salary. The parties agreed that on January 1, 2010, moving forward, the uniform and cleaning allowance was included in each employee's base salary. If the City should decide to change all or part of the standard uniform, the City will purchase the initial annual supply of new items for each employee except when the change in the uniform is made at the request of the employees. Employees shall be entitled during the term of this contract to wear department-approved casual clothes instead of a uniform. The Casual wear must display the City of Oxford Police Division name or logo permanently on shirts, jackets, sweaters and similar items. Casual wear purchased shall not be deemed a change in the standard uniform.

ARTICLE XIV
Training Reimbursement

A "training day" is defined as a work day or part of a work day during which an employee is scheduled to attend a training program and the employee is not responsible for the employee's job duties.

1. The expenses for full-time employees who are required, or requested, by the City to attend training programs, schools, or other instructional programs shall be reimbursed by the City as follows:

A. Registration fees or tuition.

B. Costs of lodging, meals and mileage shall be at the same terms and conditions as other City employees as set forth in the City of Oxford personnel handbook or as otherwise set by ordinance.

2. For training day(s) outside the City and Oxford Township, the City will attempt to schedule a employee so that attendance at such training as well as related travel time will coincide with the employee's normal work week. When total travel time and instructional time (in combination with regular hours worked if applicable) will exceed forty (40) hours in a one week pay period, employees will be compensated for all such excess hours in accordance with the Fair Labor Standards Act and Regulations. Compensation will be in the form of scheduled time off or pay, at the employee's base rate of pay, at the option of the Police Chief. The following rules will apply to compensation for training time:

A. If an employee is assigned to attend training during a one-week pay period, he/she will be compensated for a minimum of forty (40) hours provided regular hours worked, travel time, and instructional time total a minimum of thirty-five (35) hours.

B. When an employee attends training which overlaps two one-week pay periods, the employee will be compensated for a total of forty (40) hours each week provided the average total of regular hours worked, travel time, and instructional time for each of those weeks is a minimum of thirty-five (35) hours.

C. In reviewing requests for compensation of hours in excess of forty (40) hours in a one-week pay period as provided above, the Police Chief shall not approve such request if the average number of hours per pay period, including regular hours, travel time, and instructional time, for two or more pay periods affected by the training will not exceed forty (40) hours.

D. The actual time designated as meal period during training shall not be counted as hours worked.

E. Study time necessitated by an employee's attendance at training shall not be counted as hours worked.

3. For training day(s) (including in-service) within the City or Oxford Township, normal compensation rules apply. Employees shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Employees working in excess of their normal hours on this type of training day shall be entitled to overtime.

ARTICLE XV Grievance Procedure

1. Scope of Grievance Procedure.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances in the Oxford Police Division. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written agreement. The following matters shall not constitute a grievance under the provisions of this procedure:

- A. The interpretation, application or enforcement of Federal or State Law; or the City Charter, an ordinance, personnel policy or departmental regulation.
- B. Unsafe or unhealthy working conditions.
- C. Arbitrary, unreasonable, or inconsistent working conditions.

2. Representation, Class Grievances.

A grievance may be brought under this procedure by one or more grieving employees. The grieving employee may, at Steps 1 and 2 below, bring a grievance representative. The representative selected by the grieving employee(s) may consist of any of the following persons:

- A. An official of the Fraternal Order of Police.
- B. A delegate of the Fraternal Order of Police.
- C. An attorney of the grieving employee's choice.
- D. Any other person of the grieving employee's choice.

Any grievance brought by one or more employees that affects all employees shall be submitted directly to the Police Chief at Step One.

3. Time Limitations.

The grieving employee shall bring the grievance to his/her immediate supervisor at Step One below, within two (2) working days of its occurrence; or if at the time the employee is unaware of the grievance, within two (2) working days of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every step, shall not be considered timely and shall be void. The City's failure to respond to a grievance within the specified time limits shall automatically forward the grievance to the next higher step. Failure to appeal a decision within the

specified time limits shall be deemed an acceptance of the decision. Time limit extensions beyond those stipulated in this agreement may be established by mutual agreement of the parties concerned.

For purposes of grievance filing times, immediate supervisor shall mean the highest ranking employee who is working at the time the grievance is filed. In the event that a grievance is filed with a lieutenant, a sergeant or employee of lesser rank under this section, the lieutenant, sergeant or such employee shall transmit the grievance to the Police Chief or, in the absence of the Police Chief, to the day shift lieutenant to be processed pursuant to Step One below. The Police Chief shall have five (5) days after his/her receipt of the grievance to rule in accordance with Step One below.

4. Steps.

Step One. The grieving employee shall submit the grievance in writing on a form provided by the City (see Appendix D) to the Police Chief within two (2) working days as outlined above. The written grievance at this step and all steps thereafter shall contain the following information: (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the grieving employee. The Police Chief shall meet with the grieving employee(s) within five working days of the Police Chiefs actual receipt of the written grievance. The Police Chief shall respond in writing to this grievance within five (5) working days of said meeting. The written response at this Step, and management responses at all steps thereafter, shall contain the following information: (1) an analysis of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; and (4) the signature of the appropriate management representative. The Police Chief shall retain one copy of the grievance and disposition and forward one copy to the City Manager and one copy to the grieving employee.

Step Two. Should the grieving employee not be satisfied with the response he or she received in Step One within three (3) working days after his/her receipt thereof, the grieving employee may submit the written statement of the grievance prepared for Step One to the City Manager and request a meeting with the City Manager. Upon receipt of the grievance, the City Manager will schedule a meeting to be held within twenty (20) working days of his/her receipt of the request. Upon completion of such meeting, the City Manager shall determine whether the Step One response is consistent with this agreement. The City Manager shall render his/her decision thereon in writing within twenty (20) working days after his/her meeting with the grieving employee. If the City Manager does not render a decision in writing within twenty (20) working days as required and the cost to the City for the remedy or adjustment sought is less than one hundred dollars (\$100.00), the grievance will be considered decided in favor of the grieving employee. Such a default will not be binding on either party as to future grievances.

Step Three. This provision for binding arbitration shall be in lieu of any other recourse, including court action, and neither the City nor the Oxford Police Employees Association nor any member thereof shall be entitled to file any court action relative to a grievance and binding arbitration is mandatory, subject to the approval of Oxford Police Employees Association, and any

right to court action is expressly waived. However, arbitration awards and/or decisions are subject to court action.

If the grievance is not settled at Step Two, the matter shall be submitted to binding arbitration or the Manager's decision shall become final. A request for arbitration shall be made by either party to the other within ten (10) working days following the decision of the City Manager.

If the parties fail to agree on an arbitrator, the parties shall jointly contact the Federal Mediation Conciliation Service within ten (10) working days after the request to obtain a list of seven (7) arbitrators from which the parties shall select within ten (10) working days after receipt of the list, by the method of alternately striking names off the list, an arbitrator. The arbitrator shall have no power to add to or subtract from any terms of this agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The costs and expenses of the arbitration shall be paid equally by the City and Oxford Police Employees Association. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

No individual member of Oxford Police Employees Association shall have the right to invoke the arbitration procedure without the consent of Oxford Police Employees Association and if such consent is refused, the member shall have no further recourse to, or against, Oxford Police Employees Association or the City.

ARTICLE XVI

Professional Liability Insurance

The City will provide, at no cost to the employees, professional liability insurance equivalent to the City's current plan, provided that such a policy is readily available to Ohio municipalities at a reasonable price. Such a policy shall only be obtained from an insurance company authorized to do business in the State of Ohio.

ARTICLE XVII

Investigation of Employees

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all employees and, pursuant to the Charter, to investigate complaints or charges made by officials, employees or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of employees at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which, and to the extent provided by law, only the City Manager, Police Chief, Law Director, or the employee investigated will have access for a period of two years. Final results of such investigation shall also be made available to the Complainant. After such two-year period, the reports will be destroyed, consistent with existing laws. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

2. Any time any individual, including but not limited to, a member of the general public, or an employee, agent or employee of the City of Oxford, makes a complaint about an employee, said complaint shall be, if possible, in writing, signed by the individual making the complaint, before a notary public or other person authorized by law to administer oaths. The form for the complaint shall specifically inform the individual making the complaint that he or she shall be subject to the penalties provided in Section 2921.13 for Falsification. The fact a complaint is not signed by the complainant, will not prevent the investigation, but may be considered a factor in the investigation. Said complaint shall be forwarded to the Police Chief who shall, if necessary, undertake an investigation. Said investigation shall proceed by the Police Chief appointing an employee or employees or other agents as the City deems necessary. Any employee being investigated, before the employee is required to answer any questions or make any response in writing, shall be allowed to examine a copy of the complaint and to consult with a representative of the employee's choosing. No disciplinary action will be taken based on charges not included in the written complaint. At the end of said investigation the Police Chief shall issue a written report concerning the findings of the investigation, and give a copy of said report to the employee.

3. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all employees. Internal investigations will be undertaken to inquire into any alleged misconduct of employees at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which only the City Manager, Police Chief, Law Director, or the employee investigated will have access for a period of two years. After such two-year period, the reports will be destroyed. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

ARTICLE XVIII Labor Management Committee

In the interest of furthering harmonious relations, a joint committee of not more than six (6) members, half from management and half from the employees, will convene at least once every six (6) months, but not more than once per month, for purposes of discussing work related issues. Management members shall be selected by management and members shall be selected by the employees. Such meetings shall be arranged in advance and will convene at a time convenient to both parties but not later than ten (10) calendar days from the date a request for such meeting is made.

Such meetings shall be advisory, discretionary, non-binding, and not subject to the provisions of the grievance procedure. An agenda of items for discussion will be submitted at the time the conference is requested. Additional matters may be introduced by either side during such meetings. Either party may terminate a meeting at any time.

Employees in attendance at such meetings will not be paid for time so spent, but insofar as possible meetings will be scheduled when designated representatives are not on duty.

ARTICLE XIX
Miscellaneous Provisions

1. Off-Duty Employment. An employee may request to engage in off-duty employment by submitting a written request to the Police Chief in person prior to engaging in such employment. Failure of the Police Chief to respond within five working days of, but excluding, the date received will constitute approval of the request. Denial of such a request shall be subject to the contract grievance procedure.
2. Quotas. The City agrees not to adopt a quota system. This provision in no way restricts the City's right to evaluate the productivity of employees.
3. Tuition. The City will reimburse an employee for fifty percent (50%) of the actual costs of required books, tuition and course-related fees provided the employee receives a final grade of no less than "B" or "Pass" in a course graded only on a "Pass-Fail" basis. An employee who receives a final grade of "A" will receive full reimbursement for books, tuition and course related materials. If funds are completely depleted, the City will place one thousand dollars (\$1,000.00) in a fund for each contract year. The City will issue such reimbursement within fourteen (14) calendar days of receipt of proof of grade and itemized receipts for required books, tuition and fees. All courses must be approved in advance, in writing, by the City Manager. Only job related course work and major fields of study may receive this benefit.
4. Headset and Badge. Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring employee if applicable his/her uniform badge and, if applicable, duty headset.
5. Light Duty. In the sole discretion of the Police Chief, an employee whose physical/medical condition prevents him/her from performing his/her normal work assignments may be reassigned to "light-duty" by the Police Chief. The decision of the Police Chief shall not be grievable.
6. Discipline Review Committee. The City recognizes the right of the Oxford Police Employees Association to create a Discipline Review Committee. Whenever Oxford Police Employees Association feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined employee's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined employee, agrees to provide to such a committee of three (3) peers access to the investigative file used as a basis for the disciplinary action. After reviewing the file, the committee shall issue its comments in a report to the Police Chief and City Manager. Meetings of such committees and the preparation of such reports shall be conducted during off-duty time of the employees participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any employee at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined employee's rights to due process either under this contract or any other applicable laws, rules or regulations.
7. FMLA and ADA. Nothing in this Agreement will be used or construed to prevent or inhibit the Employer from complying with the provisions of the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA).

8. Parking for Night Shift Personnel. Night shift personnel can park in designated police employee parking spaces.

9. During the period of the contract, Employees serving as a designated trainer for new hires will receive new hire trainer pay in the amount of One Dollar (\$1.00) per hour so long as the Employee is the assigned designated trainer for the new employee.

ARTICLE XX Term of Agreement

This agreement shall commence January 1, 2022, and shall continue in full force and effect until December 31, 2024, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other in accordance with applicable provisions of the Ohio Revised Code that a party desires to renegotiate this agreement.

ARTICLE XXI Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to; the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the discipline, up to and including termination, for just cause of other employees; the making, amending and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this agreement to members of the bargaining unit individually or collectively.

ARTICLE XXII No Strike

Neither the Fraternal Order of Police nor any member of the bargaining unit included in this contract shall take part in, cause, or aid in any strike, slowdown, picketing or any other interference with the operations of the City during the term of this agreement. "Strike" means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In addition to other rights and remedies prescribed by law, the City shall have the

right to discharge or otherwise discipline any employee violating this section, in accordance with Civil Service rules and regulations.

If there is any violation of this section, the Fraternal Order of Police together with its employees and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately.

ARTICLE XXIII Modification

The provisions of this agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the City and the Employee for the term of this agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this agreement unless the City and the employee mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

Should any provision of the agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives.

Non-Commissioned Police
Division Employees

City of Oxford

Matt Stitzel, President

Douglas R. Elliott, Jr., City Manager

Angela Schatzle, Secretary

John A. Jones, Police Chief

Jessup Gage, Legal Counsel

Benjamin A. Mazer, Assistant Law Director

APPENDIX A
WAGE SCHEDULE

Employees will be paid bi-weekly in accordance with the following schedule:

ALL EMPLOYEES WITH 36 MONTHS SERVICE IN POSITION

<u>Contract Year</u>	<u>Salary</u>
January 1, 2022 to December 31, 2022	
Police Records Specialist	\$28.31 hr.
Public Safety Assistant	\$28.31 hr.
Dispatcher/Clerk	\$28.31 hr.
January 1, 2023 to December 31, 2023	
Police Records Specialist	\$29.16 hr.
Public Safety Assistant	\$29.16 hr.
Dispatcher/Clerk	\$29.16 hr.
January 1, 2024 to December 31, 2024	
Police Records Specialist	\$30.03 hr.
Public Safety Assistant	\$30.03 hr.
Dispatcher/Clerk	\$30.03 hr.

ALL EMPLOYEES WITH LESS THAN 36 MONTHS SERVICE DURING CONTRACT

With 0-12 Mos. Service	80% of applicable rate above
With 13-24 Mos. Service	90% of applicable rate above
With 25-36 Mos. Service	100% of applicable rate above

P.E.R.S. "PICK-UP" PLAN

During the term of the contract, the City and the Employees will maintain the I.R.S. approved "pick-up" plan to exclude employee pension fund contributions from taxable income.

SHIFT DIFFERENTIAL

During the period of this contract, Dispatcher/clerks working 1500 hours up to 0700 hours will receive shift differential pay in the amount of \$0.55 per hour. During the period of this Contract, Public Records Specialists and Public Safety Assistants working 1700 hours up to 0700 hours will receive shift differential pay in the amount of \$0.55 per hour.

APPENDIX B
REQUEST FOR PERMISSION TO TRADE
SHIFT ASSIGNMENTS BETWEEN EMPLOYEES

The undersigned employees hereby request written permission and authorization to trade shift assignments as set forth below with the express understanding that no overtime will accrue to either employee as a result of said trade of assignments. In order to induce the City to authorize this request, each of the undersigned employees hereby expressly waives any right to overtime as a result of said shift trade and understands that each employee will be paid on the same basis as he or she would have been paid had his or her regular shift been worked. We understand, and consent to, the payrolls being calculated and paid just as if no shift trade had taken place.

Employee #1, _____, (Name)	Employee #2, _____, (Name)
desires to work from _____ (Time)	desires to work from _____ (Time)
to _____ on _____ (Time) (Date)	to _____ on _____ (Time) (Date)
for Employee #2	for Employee #1

SO AGREED AND REQUESTED BY:

 Signature - Employee #1

 Signature - Employee #2

The above shift assignment trade is hereby:

_____ Authorized and approved _____ Not authorized and disapproved

 Scheduling Employee

APPENDIX C
PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from his or her payroll checks such sums as are requested by the President and the Secretary/Treasurer of Oxford Police Employees Association in writing and representing dues, and/or initiation fees, and/or assessments, due to Oxford Police Employees Association from the undersigned. This authorization shall be effective from January 1, 2019, and shall continue in full force and effect until December 31, 2021, and once signed and submitted to the City of Oxford by the undersigned shall be irrevocable. The undersigned further agrees that the City may deduct the amount or amounts requested by Oxford Police Employees Association and may make said deductions in the time and manner requested by Oxford Police Employees Association and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and Oxford Police Employees Association. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Employees and that the amounts deducted hereunder shall be remitted by the City to Oxford Police Employees Association.

Signature of Employee

Dated: _____

APPENDIX D
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE: _____

PERTINENT FACTS: _____

REMEDY OR ADJUSTMENT SOUGHT: _____

Signature of Grieving Employee: _____

Date of Step One Submittal: _____

Date of Step Two Submittal: _____

(Note: Step Two Submittal must include Step One Response.)

Date of Step Three Submittal: _____

(Note: Step Three Submittal must include official consent to arbitrate signed by appropriate officials of Oxford Police Employees Association.)

If additional space is necessary, please attach additional sheets.

APPENDIX E
ACCRUED SICK LEAVE AS OF November 25, 2018

<u>NAME</u>	<u>ACCRUED HOURS</u>
Chris Warren	58.00

MEMORANDUM OF UNDERSTANDING
Between City of Oxford, Ohio and Non-Commissioned Police Division Employees

This Memorandum of Understanding ("MOU") is entered into this _____ day of December, 2021, by and between City of Oxford, Ohio ("City") and Non-Commissioned Police Division Employees ("Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("Current CBA") effective from January 1, 2022 to December 31, 2024; and

WHEREAS, the City and the Union negotiated a revised Article VIII, Vacation, in the Current CBA, which will require the City to transition the Union employees from monthly vacation accrual as set forth in the January 1, 2019 through December 31, 2021 collective bargaining agreement ("Prior CBA") to an annual lump-sum accrual on the employee's anniversary date under the Current CBA; and

WHEREAS, the purpose of this MOU is to explain for payroll purposes how Union employees will continue to accrue vacation pursuant to the terms of Article VIII of the Prior CBA, until the employee reaches his or her anniversary date in 2022, which will trigger annual "lump-sum" vacation accruals pursuant to Article VIII of the Current CBA.

NOW THEREFORE BE IT RESOLVED THAT the City and the Union agree as follows:

1. Current Union employees shall continue to accrue vacation pursuant to the accrual rate and method set forth in Article VIII of the Prior CBA until employee reaches his or her anniversary date in 2022. Upon reaching the employee's anniversary date in 2022, the monthly vacation accrual method set forth in the Prior CBA will terminate and employee shall receive the appropriate annual lump-sum vacation amount for the employee's anniversary as set forth in Article VIII of the Current CBA.
2. This MOU constitutes the full and complete understanding of the City and the Union concerning this subject matter, and any amendments or modifications must be in writing signed by the Parties.

For the City:

For the Union:

Douglas R. Elliott
City Manager

Date

Date



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	12/16/2021
COUNCIL MEETING DATE:	12/21/2021
AGENDA TITLE:	Supplemental Budget Ordinance
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 12/17/21</i> <i>J 12/16/21</i>

DISCUSSION:

Issue 1

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

Action Needed:

Revenue Side

General Fund (110) 9,803.50

Expense Side

General Fund (110) 9,803.50

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

-



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

Issue 2

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

Action Needed:

Revenue Side

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

Expense Side

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

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

Action Needed:

Revenue Side

Parking Improvement Fund (142)	50,000.00
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Expense Side

Parking Fund (130)	50,000.00
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Net Effect on Fund Balance/(s)	-
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Issue 4

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

Action Needed:

Revenue Side

Water Improvement Fund (322)	200,000.00
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Expense Side

Water Fund (321)	200,000.00
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Net Effect on Fund Balance/(s) Increase/(Decrease)	-
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Issue 5

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

Action Needed:

Revenue Side

General Fund (110)	243,100.43
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Expense Side

Net Effect on Fund Balance/(s)	243,100.43
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Issue 6

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

Action Needed:

Revenue Side

Expense Side

General Fund (110)	61,000.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	(61,000.00)

Issue 7

Increase in appropriations for retirement & overlap in the Clerks Department
from the unencumbered balance

Action Needed:

Revenue Side

Expense Side

General Fund (110)	31,000.00
Net Effect on Fund Balance/(s)	(31,000.00)



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Issue 8

To make adjustment to budget for income tax refund to the Ohio Department of Taxation not enough revenue collected to offset refund on net profit tax collected by the State from unencumbered balances

Action Needed:

Revenue Side

Expense Side

General Fund (110)	468,241.83
Fire & EMS Fund (418)	66,891.69
Net Effect on Fund Balance/(s) Increase/(Decrease)	(535,133.52)

Issue 9

To make adjustment to budget revenue for income tax collections in both the General and Fire & EMS Funds to match year-to-date receipts

Action Needed:

Revenue Side

General Fund (110)	309,028.21
Fire & EMS Fund (418)	61,531.28

Expense Side

Net Effect on Fund Balance/(s)	370,559.49
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Issue 10

Increase in appropriations for personnel benefits and a decrease for other charges and services from the unencumbered balance

Action Needed:

Revenue Side

Expense Side

Fire & EMS Fund (418)	50,000.00
Fire & EMS Fund (418)	(50,000.00)
Net Effect on Fund Balance/(s) Increase/(Decrease)	-

Issue 11

Increase in revenue for reimbursements and an increase in appropriations for medical expenditures from the unencumbered balance

Action Needed:

Revenue Side

Employee Benefit Fund (230)	208,500.00
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Expense Side

Employee Benefit Fund (230)	346,300.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	(137,800.00)



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Issue 12

Decrease in appropriations for personnel benefits and a increase for other charges and services from the unencumbered balance

Action Needed:

Revenue Side

Expense Side

Parking Fund (130)	(35,000.00)
Parking Fund (130)	35,000.00

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

Total Net Effect on Fund Balance/(s)	(131,273.60)
Increase/(Decrease)	

Breakdown by Fund

General Fund (110)	11,886.81
Hotel Tax Agency Fund (120)	-
Parking Fund (130)	(50,000.00)
Parking Improvement Fund (142)	50,000.00
Employee Benefit Fund (230)	(137,800.00)
Water Fund (321)	200,000.00
Water Improvement Fund (322)	(200,000.00)
Fire & EMS Fund (418)	(5,360.41)

Net Effect on Fund Balance/(s)	(131,273.60)
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ORDINANCE NO.

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

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

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

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

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

General Fund 110	9,803.50
General Fund 110	20,000.00
Hotel Tax Agency Fund 120	20,000.00
General Fund 110	243,100.43
General Fund 110	309,028.21
Fire & EMS Fund 418	61,531.28
Employee Benefit Fund 230	208,500.00

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

General Fund 110	9,803.50
Hotel Tax Agency Fund 120	20,000.00
Parking Fund 130	50,000.00
Water Fund 321	200,000.00
General Fund 100	61,000.00
General Fund 100	31,000.00
General Fund 100	468,241.83
Fire & EMS Fund 418	66,891.69
Fire & EMS Fund 418	50,000.00
Fire & EMS Fund 418	(50,000.00)
Employee Benefit Fund 230	346,300.00
Parking Fund 130	(35,000.00)
Parking Fund 130	35,000.00

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

Transfer from:

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

Transfer to:

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

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

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

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

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

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

DISCUSSION:

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

ORDINANCE NO.

AN ORDINANCE REPEALING ORDINANCE NO. 2535

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

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

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

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

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

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

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

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

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

DISCUSSION:

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

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

ORDINANCE NO.

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

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

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

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

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

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

729.10 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED.

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

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: DOUG ELLIOTT

PREPARED BY: LAW (STAFF)