AGENDA
OXFORD CITY COUNCIL REGULAR MEETING

COURTHOUSE

TUESDAY, DECEMBER 19, 2023 AT 7:30 PM

William Snavely, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Michael Smith

Amber Franklin
Alex French
David Prytherch

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

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1. Roll Call.

2. Pledge of Allegiance.

3. Approval of Agenda.

4. Public Participation.

   A. Public Comments

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

Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

5. Consent Agenda.

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

A. Minutes from the December 5, 2023, City Council Meeting (Heather Barbour, Clerk of Council)

B. Report Regarding the Environmental Commission on December 6th, 2023 (Jessica Greene, Assistant City Manager)

C. A Resolution Approving Then and Now Certificates for Purchase Orders Issued Above $3,000.00 Where an Invoice was Received Prior to the Purchase Order Date, as a Requirement of Ohio Revised Code 5705.41(d). (Heidi Hill, Finance Director)

6. Resolutions.

A. 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. (Douglas Elliott, City Manager)

B. A Resolution Authorizing the City Manager to Enter Into a New Agreement with Milford Township, Butler County, Ohio and Authorizing the City of Oxford to Provide Emergency Medical Services to the Western Portion of Milford Township Pursuant to the Agreement. (Douglas Elliott, City Manager)

C. A Resolution Authorizing the City Manager to Enter into a Contract with Jefferson Health Plan to Assist with our Self-Insured Health Benefits Program at a Cost of $202,662.00 a Month. (Jessica Greene, Assistant City Manager)

D. A Resolution Authorizing the Donation of $15,000.00 of American Rescue Plan Funds to the Talawanda Oxford Pantry and Social Services (TOPSS) to be Used to Provide a Seasonal Cold Shelter (Jessica Greene, Assistant City Manager)

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing

Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

A. First Reading

1. An Ordinance Limiting the Number of Non-Medical Cannabis Dispensary Licenses to Two in the City of Oxford and Designating the Location for These Two Non-Medical Cannabis Dispensaries. (Douglas Elliott, City Manager)

2. An Ordinance to Amend Ordinance No. 3689 Regulating the Rates and Charges to be Charged and Collected and the Services to be Rendered by Glenwood Energy of Oxford, Inc., Its Successors, and Assigns for Gas and Gas Service Furnished to All of its Customers Within the Corporate Limits of the City of Oxford During the Period Ending October 31, 2025, by Authorizing Glenwood Energy of Oxford, Inc. to add a City Border Station Upgrade Rider. (Douglas Elliott, City Manager)

B. Second Reading

1. An Ordinance Amending Ordinance No. 3697 Supplemental Budget Ordinance Number 8 to Make Supplemental Appropriations for Fiscal Year 2023. (Heidi Hill, Finance Director)

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

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

DATE Meeting

1.

Date	Meeting	Location	Time
Dec 20	Board of Building Appeals - CANCELED	Courthouse	6:30 p.m.
Dec 25	City Offices Closed - Holiday		
Dec 26	City Offices Closed - Holiday		
Jan 1	City Offices Closed - Holiday		
Jan 2	City Council Meeting - CANCELED	Courthouse	7:30 p.m.
Jan 9	Planning Commission	Courthouse	7:00 p.m.
Jan 16	City Council	Courthouse	7:30 p.m.

Jan 17	Board of Building Appeals	Courthouse	6:30 p.m.
Jan 23	Board of Zoning Appeals	Courthouse	6:30 p.m.

9. Adjourn.

MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, DECEMBER 5, 2023 AT 7:30 PM

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

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1. Roll Call.

   A regular meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, December 5, 2023, at 7:30 p.m. Members in attendance were David Prytherch, Jason Bracken, Michael Smith, Amber Franklin, Alex French, and Chantel Raghu.

   Staff Members in Attendance

   Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Mike Dreisbach, Service Director; Ms. Heidi Hill, Finance Director; Mr. Zachary Moore, City Planner/GIS Coordinator; Mr. Chris Conard, Law Director, and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

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

4. Public Participation.

A. Recognition - Glenn Ellerbe

Motion – To Adopt Resolution No. 7550.
(Voice Vote) 1st Mr. Smith 2nd Ms. Franklin
AYE # 7
NAY # 0
ABS # 0

Mayor Snavely read the Resolution commending Mr. Glenn Ellerbe. Mayor Snavely presented Mr. Ellerbe with a gift, and photos were taken. Mr. Ellerbe mentioned trying to add as much value as possible, and how much he loved this city. Mr. Ellerbe encouraged all citizens to serve if given the opportunity. Mr. Ellerbe thanked Mayor Snavely, the Council, staff, and the City.

B. Oxford Farmers Market Annual Report, Mr. Larry Slocum

Mr. Larry Slocum and the Farmers Market team passed out Market Bucks and apples to everyone in attendance. Mr. Slocum explained that this year's report would be interactive and in the form of a Farmers Market; on the back of the Market Buck is what each group will recite. The Farmers Market team accompanied Mr. Slocum on the violin, banjo, and guitar. Mr. Slocum paid Ms. Hill for the use of the Municipal Uptown Parking Lot for 2024 and offered to answer any questions. Mayor Snavely thanked Mr. Slocum and his team for their report.

C. Public Comments

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

Public Comment -None

5. Consent Agenda.

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

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

A. Minutes from the November 21, 2023, City Council Work Session. (Heather Barbour, Clerk of Council)

B. Minutes from the November 21, 2023, City Council Meeting. (Heather Barbour, Clerk of Council)

C. Minutes from the November 27, 2023, City Council Organizational Meeting. (Heather Barbour, Clerk of Council)

D. Right of Way Permit/Park Permit No. 00550 - Girl Scouts cookie sales. (Jessica Greene, Assistant City Manager)

E. A Resolution Authorizing the City Manager to Close the Uptown Municipal Parking Lot Each Saturday in 2024 From 5:30 A.M. Until 1:00 P.M. to Permit the Operation of the Farmers Market Within the Municipal Parking Lot and on East Park Place Between Main Street and 24 East Park Place During Said Times. (Jessica Greene, Assistant City Manager)

6. Resolutions.

A. A Resolution Authorizing the City Manager to Waive Parking Meter Fees Throughout the City From 9:00 A.M. Monday, December 11, 2023, Until 8:00 P.M. Monday, January 1, 2024 the Two-Hour and the Eleven- Hour Restrictions for Parking Meters Shall Remain in Effect. (John Jones, Police Chief)

Motion – To Adopt Resolution No. 7552.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 7
NAY # 0
ABS # 0

Chief Jones presented his staff report and addressed questions and comments from the Council.

Public Comment - None

B. A Resolution to Amend the American Rescue Plan Childcare Forgivable Loan Program to be up to a $10,000 Forgivable Loan Instead of $5,000, with a Cap of $30,000. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7553.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 7
NAY # 0
ABS # 0

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

Public Comment - None.

C. A Resolution Authorizing the City Manager to Accept a $30,000.00 Grant from the Ohio Department of Development, Tech Cred Program, to Train Staff on Microsoft 365 Fundamentals as Part of a Cybersecurity Prevention Strategy. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7554.
(Voice Vote) 1st Ms. Raghu 2nd Ms. French
AYE # 7
NAY # 0
ABS # 0

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

Public Comment -None.

7. Ordinances.

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

A. First Reading

1. An Ordinance Amending Ordinance No. 3697 Supplemental Budget Ordinance Number 8 to Make Supplemental Appropriations for Fiscal Year 2023. (Heidi Hill, Finance Director)

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

Public Comment - None.

B. Second Reading

1. An Ordinance to Repeal the Use of $97,750.00 of Community Development Block Grant (CDBG) Funds to Purchase 601 West Chestnut Street (Parcel ID No. H40000121000007) and Replace With the Use of $97,750.00 American Rescue Plan Funds (ARPA) to Purchase 601 West Chestnut Street. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Ordinance No. 3755.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7
Mr. Smith, Ms. Franklin, Ms. French, Mr. Prytherch, Ms. Raghu, Mr. Bracken, and Mayor Snavely.

NAY # 0
ABS # 0

Ms. Greene reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

2. An Ordinance Establishing The Zoning Designation As General Business District For 6.72 Acres Of Newly Annexed Territory Addressed As 525 North Campus Avenue And 5186 Morning Sun Road (Zachary Moore, City Planner/GIS Coordinator)

Motion – To Adopt Ordinance No. 3756.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7
Ms. Franklin, Ms. French, Mr. Bracken, Ms. Raghu, Mr. Prytherch, Mr. Smith, and Mayor Snavely.
NAY # 0
ABS # 0

Mr. Moore noted no changes since the first reading and offered to answer any questions.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

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

DATE Meeting

1.

Date	Meeting	Location	Time
Dec 6	Environmental Commission	Municipal Building	7:00 p.m.
Dec 11	Oxford Parking & Transportation Advisory Board	Municipal Building	9:30 a.m.
Dec 11	Oxford Recreation Board	Municipal Building	11:30 a.m.
Dec 11	Public Arts Commission of Oxford	Municipal Building	4:15 p.m.
Dec 12	Planning Commission	Courthouse	7:00 p.m.
Dec 13	Historic & Architectural Preservation Commission	Courthouse	6:15 p.m.
Dec 14	Climate Action Steering Committee	Municipal Building	8:30 a.m.
Dec 14	Housing Advisory Commission	Municipal Building	5:00 p.m.
Dec 19	City Council	Courthouse	7:30 p.m.
Dec 20	Board of Building Appeals	Courthouse	6:30 p.m.
Dec 25	City Offices Closed - Holiday		
Dec 26	City Offices Closed - Holiday		
Jan 1	City Offices Closed - Holiday		
Jan 2	City Council Meeting	Courthouse	7:30 p.m.

9. Adjourn.

Motion – To Adjourn at 8:14 pm.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Public Comment to Council Form

Print

Submitted by: Debbie Vogt

Submitted On: 2023-12-05 11:43:38

Submission IP: (134.53.237.233)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Heather Barbour

Due Date: Open

Public Comment To Council

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

*** First Name**

Debbie

Enter your First Name

*** Last Name**

Vogt

Enter your Last Name

*** Address**

11 Gardenia Dr

*** City**

Oxford

*** State**

OH

*** Email**

vogtda@miamioh.edu

Phone

5135292159

* **I am a...**

- [ ] **Visitor**
- [x] **Resident (i.e. must live within the corporate boundaries)**
- [ ] **Business Manager**
- [ ] **Business Owner**
- [x] **Employee in Oxford**
- [ ] **Student**
- [ ] **Other**

* **Comment(s)**

I learned at the November 21 city council meeting that Bayer Becker planed a meandering trail behind the properties on Gardenia rather than a straight trail. The trail would be 30 feet from some property lines and 10 feet from other property lines. I would like to propose that the trail be 30 feet from all property lines of the Gardenia Drive property owners. If you can plan the trail to be 30 feet for some properties, why not plan the trail for 30 feet for all properties on Gardenia Drive? The neighbors I've spoken with would rather have the trail be 30 feet away from our backyards than 10 feet away from our backyards. I don't see a need to "meander" the section of the trail behind the Gardenia properties. There are other sections of the Phase V trail that provide interest and meander. I would not enjoy riding my bike on the proposed zig zag section but would rather ride it on a straight trail 30 feet from the Gardenia Drive properties. It might be more cost effective to pave a straight line trail in place of a curvy trail? I propose a straight trail 30 feet from the Gardenia Drive property lines. I would like to see the trail 30 feet from my backyard. Also, I learned that it is not required to notify the residents on Gardenia Drive of meetings concerning the Phase V trail since we don't own the property needed for the trail even though a trail behind our property directly impacts our privacy. It would be a courtesy to notify us of future meetings discussing the Phase V trail. I look forward to the completion of the trail, hopefully 30 feet from my property line. Thank you for all you do!

Make a public comment for review by City Council

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Reena Murphy
DATE PREPARED:	12/11/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	Report Regarding the Environmental Commission on December 6th, 2023 (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	A Sustainable Oxford
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:
Environmental Commission members in attendance at the Wednesday, September 6th, 2023 meeting were: Jon Ralinovsky, Chair; Jason Bracken, Planning Commission Representative and City Council Member; Peggy Branstrator, and Anna Abey. A quorum was present. Members of the public present were Carla Blackmar Rice, David Prytherch, and Olivia Herron.

Approval of Agenda: Ms. Branstrator
2nd: Mr. Bracken
Vote: Unanimous

Approval of the November 1st, 2023 Meeting Minutes: Ms. Branstrator
2nd: Ms. Abey
Vote: Unanimous

Discussion:
Andy Meyer of OKI Regional Council of Governments and Bamidele Osamika of Green Umbrella presented to the commission on the Climate Pollution Reduction Grant (CPRG)

awarded through the EPA. CPRG funding focuses on reducing greenhouse gas emissions by 2050 and serving disadvantaged communities. CPRG has two phases: planning and implementation.

In phase 1, OKI received 1 million in funding from the EPA to develop a regional climate action plan for the Metropolitan Statistical Area (MSA), which covers 16 counties in Ohio, Indiana, and Kentucky. Major milestones for phase 1 include:

- Priority climate action plan (due March 1)
- Comprehensive climate action plan (due summer 2025)
- Summary report (due summer 2027)

OKI and Green Umbrella are collaborating closely to gather public feedback and coordinate with other regional organizations in the MSA. There will be geographic and topic-based engagement opportunities in the coming months.

Green Umbrella has launched a thrive-together platform for wide community engagement: https://greenumbrella.org/regional-action-playbook/. Members of the Oxford community can submit ideas on the platform and vote for other's ideas.

Phase 2 includes implementation awards ranging from 2 to 500 million, with applications due on April 1. Implementation projects must be included in the priority climate action plan submitted in phase 1. The implementation grants are intended for regional and interstate cooperation, and applicants are encouraged to bundle many projects into one application. Example projects include: fleet electrification, carpool/vanpool, energy audits, energy efficiency homes, solar for municipal buildings, streamlined permitting, reducing HFCs release, wastewater treatment facilities, reducing fertilizer, and implementing complete street principles.
OKI will likely take the lead on a regional application for implementation funding. OKI has established a steering committee for project prioritization for the regional plan and implementation grant application. Reena Murphy, Sustainability Coordinator, will be serving on the committee. OKI will gather project proposals and select priority projects based on the scoring criteria in the EPA's funding notice.

OKI wants the regional plan and application to be expansive enough that each community in the MSA can find something to connect with, whether that be EV charging, renewable energy, or something else.

After the presentation, OKI and Green Umbrella spoke with the commission and attendees about priority projects and sectors for Oxford. Mr. Bracken asked if interconnectivity costs for the closed landfill solar array would be an eligible project. Mr. Meyer confirmed that interconnectivity is an allowable cost. Mr. Bracken also asked if there are any projects related to refrigerants. Mr. Meyer said that he did not know of the details, but he believed Cincinnati has a refigerants program.

Mr. Ralinovsky inquired about an underpass of Locus Street with complete street principles and bikes lanes. OKI shared that the project is eligible but that it would be hard to estimate the greenhouse gas reductions resulting from the project.

Ms. Blackmar inquired about natural gas leaks and if reducing distribution leaks could be included and how they could be measured. She also asked if there is a thematic tie for the regional implementation grant application. Mr. Meyer said that there is no sector-based theme and they will include a diverse array of projects.

Mr. Prytherch asked how cities can play a role in regional renewable energy production and increasing the grid's resilience. Mr. Meyer shared that virtual power plants and virtual purchase power agreements are two ways cities can promote renewable energy generation at the regional level.

Staff provided an update on landfill passive gas vent emissions and the solar flare. For the previous three months, the total carbon dioxide equivalent (CO2e) of the closed landfill's emissions ranged from 43.53 metric tons (MT) to 83.1 MT. Without the operating flare at gas vent GV-23, the total CO2e values for the landfill would have ranged between 76.17 MT and 117.74 MT. Flaring the emissions from GV-23 is reducing the closed landfill's total emissions' CO2e value by 25% - 30% since it started in the end of May 2023. The average monthly emissions' CO2e value over 36 months is 135.21 MT, with the total CO2e value for 2023 estimated to be 1,117.46 MT. The annual emissions' CO2e value for 2022 was 1,803.74 MT, and for 2021, it was 1,886.94 MT.

Staff also provided an update on the residential food scrap drop-off. The food scraps collected in 2023 have totaled 15.1 tons, averaging 655 lbs per week. Since April of 2019, the program has diverted 87.9 tons from our landfills, averaging 729 lbs per week.

Staff shared that all four standards for Tree City USA consideration have been successfully completed. During 2023, Oxford planted 44 street and public trees, pruned 9 trees, and removed 23 trees. The planting-to-removal ratio was 1.9. Oxford's expense for trees during 2023 was approximately $54,790, which is $2.50 per capita (Tree City USA requires an expenditure of at least $2 per capita). This will be Oxford's 28th consecutive year as a Tree City USA community.

Lastly, staff notified the committee that the Ohio Recycles grant was submitted to the OEPA.

Approval of Adjournment:
Motion: Mr. Bracken
2nd: Ms. Abey
Vote: Unanimous

The next Environmental Commission meeting will be January 3rd, 2024 at 7pm in the Municipal Building's first floor conference room.

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Hill
DATE PREPARED:	12/14/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	A Resolution Approving Then and Now Certificates for Purchase Orders Issued Above $3,000.00 Where an Invoice was Received Prior to the Purchase Order Date, as a Requirement of Ohio Revised Code 5705.41(d). (Heidi Hill, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

Staff is requesting Council to approve the then and now certificates for purchase orders issued above $3,000 where an invoice was received prior to the purchase order date. We are requesting approval for compliance with the O.R.C. 5705.41 (d).

RESOLUTION NO.

A RESOLUTION APPROVING THEN AND NOW CERTIFICATES FOR PURCHASE ORDERS ISSUED ABOVE $3,000 WHERE AN INVOICE WAS RECEIVED PRIOR TO THE PURCHASE ORDER DATE, AS A REQUIREMENT OF OHIO REVISED CODE 5705.41 (d).

WHEREAS, Council in accordance with Ohio Revised Code, shall approve any purchases made over $3,000 where an invoice is dated prior to the purchase order date; and

WHEREAS, at the time the merchandise was purchased and at the time the purchase order was executed to cover the purchase, a sufficient sum was appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances; and

WHEREAS, there is a sufficient sum appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances.

WHEREAS, the City Manager and the Finance Director recommend Council approve authorizing such certificates, as set forth in Exhibit "A" attached hereto and incorporated herein by reference:.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director approving Then and Now Certificates for purchase orders issued above $3,000 where an invoice was received prior to the purchase order date.

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)

Appendix A

P.O. Number	P.O. Date	Vendor	Amount	Purpose
4455	12/08/23	Aladtec, inc.	$ 3,486.40	Annual Subscription/API access

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Douglas Elliott
DATE PREPARED:	12/6/2023
COUNCIL MEETING DATE:	December 19, 2023
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. (Douglas Elliott, City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The Non-Commissioned Police Division employees labor agreement expires on December 31, 2024. The agreement includes a wage increase of 3% in 2024. Other police contracts recently negotiated included a 4.5% increase for patrol officers and 4% for sergeants/lieutenants in both 2024 and 2025 respectively. Staff and I are proposing a new three year agreement (from 1-1-2024 to 12-31-26) with the Non-Commissioned Police Division employees with a 4% wage increase for 2024, 2025, and 2026. This proposed agreement would also include replacing the outdated maternity leave with the standard paid parental leave and the longevity rates in the current salary ordinance. In accepting this proposed agreement, the City would avoid the costs of negotiating a new three year agreement in FY 2024. The Union has agreed to this proposal.

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, 2024 through December 31, 2027.

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, 2024 - December 31, 2026

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ARTICLE XXIII Modification 19

This agreement, made and entered into on the _______ day of _____________, 2023, 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
	______________________________ 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, 2024, employees shall receive a 4.0% wage increase. Effective the first pay period including January 1, 2025, employees shall receive a 4.0% wage increase. Effective the first pay period including January 1, 2026, employees shall receive a 4.0% 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) tunes 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 (3'd 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:

1st through 4th anniversary	80 hours
5th through 9th anniversary	120 hours
10th through 14th anniversary	160 hours
15th 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. Paid Parental Leave. The Employer will provide bargaining unit employees with up to twelve (12) weeks of “Paid Parental Leave,” the terms for which shall be pursuant to the City Employee Handbook effective December 1, 2022. Of the twelve (12) weeks, eight (8) weeks is Paid Parental Leave paid by the City without the employee having to use her/his accrued paid leave followed by four (4) weeks of Unpaid Parental Leave during which an employee may substitute the unpaid leave with accrued paid leave.

The rules and limitations for the use of Paid Parental Leave set forth in the City Employee Handbook effective December 1, 2022 shall govern the use of Paid Parental Leave, where such provisions are not contrary to any provision of this labor agreement. The Paid Parental Leave benefit shall be in addition to the benefits otherwise set forth in this labor agreement. Nothing in the Paid Parental Leave policy shall be used or construed to prevent or inhibit the City from complying with the provisions of the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), or any other form of protected leave established pursuant to federal or state law.

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, 2024:

After	5	years	-	$800	After	18	years	-	$1,125
After	6	years	-	$825	After	19	years	-	$1,150
After	7	years	-	$850	After	20	years	-	$1,175
After	8	years	-	$875	After	21	years	-	$1,200
After	9	years	-	$900	After	22	years	-	$1,225
After	10	years	-	$925	After	23	years	-	$1,250
After	11	years	-	$950	After	24	years	-	$1,275
After	12	years	-	$975	After	25	years	-	$1,300
After	13	years	-	$1,000	After	26	years	-	$1,325
After	14	years	-	$1,025	After	27	years	-	$1,350
After	15	years	-	$1,050	After	28	years	-	$1,375
After	16	years	-	$1,075	After	29	years	-	$1,400
After	17	years	-	$1,100	After	30	years	-	$1,425

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 (sec 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, 2024, and shall continue in full force and effect until December 31, 2026, 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

Contract Year	Salary
January 1, 2024 to December 31, 2024	
Police Records Specialist	$ 30.33 hr.
Public Safety Assistant	$ 30.33 hr.
Dispatcher/Clerk	$ 30.33 hr.
January 1, 2025 to December 31, 2025	
Police Records Specialist	$ 31.54 hr.
Public Safety Assistant	$ 31.54 hr.
Dispatcher/Clerk	$ 31.54 hr.
January 1, 2026 to December 31, 2026	
Police Records Specialist	$ 32.80 hr.
Public Safety Assistant	$ 32.80 hr.
Dispatcher/Clerk	$ 32.80 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

NAME	ACCRUED HOURS
Chris Warren	58.00

ARTICLE XX

Term of Agreement

This agreement shall commence January 1, ~~2022~~ **2024**, and shall continue in full force and effect until December 31, ~~2024~~ **2026**, 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.

Tentative Agreement

Union

11-20-23
Date

City

11-20-23
Date

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.~~

3. **Paid Parental Leave. The Employer will provide bargaining unit employees with up to twelve (12) weeks of "Paid Parental Leave," the terms for which shall be pursuant to the City Employee Handbook effective December 1, 2022. Of the twelve (12) weeks, eight (8) weeks is Paid Parental Leave paid by the City without the employee having to use her/his accrued paid leave followed by four (4) weeks of Unpaid Parental Leave during which an employee may substitute the unpaid leave with accrued paid leave.**

The rules and limitations for the use of Paid Parental Leave set forth in the City Employee Handbook effective December 1, 2022 shall govern the use of Paid Parental Leave, where such provisions are not contrary to any provision of this labor agreement. The Paid Parental Leave benefit shall be in addition to the benefits otherwise set forth in this labor agreement. Nothing in the Paid Parental Leave policy shall be used or construed to prevent or inhibit the City from complying with the provisions of the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), or any other form of protected leave established pursuant to federal or state law.

Tentative Agreement

Union	City
11-20-23	11-20-23
Date	Date

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~~**2024**:

After 5 years - $~~475~~**800**	After 18 years - $ ~~800~~ **1,125**
After 6 years - $~~500~~**825**	After 19 years - $ ~~825~~ **1,150**
After 7 years - $~~525~~**850**	After 20 years - $ ~~850~~ **1,175**
After 8 years - $~~550~~**875**	After 21 years - $ ~~875~~**1,200**
After 9 years - $~~575~~**900**	After 22 years - $ ~~900~~ **1,225**
After 10 years - $~~600~~**925**	After 23 years - $ ~~925~~ **1,250**
After 11 years - $~~625~~**950**	After 24 years - $ ~~950~~**1,275**
After 12 years - $~~650~~**975**	After 25 years - $ ~~975~~**1,300**
After 13 years - $~~675~~**1,000**	After 26 years - $~~1000~~ **1,325**
After 14 years - $~~700~~**1,025**	After 27 years - $~~1025~~ **1,350**
After 15 years - $~~725~~**1,050**	After 28 years - $~~1050~~ **1,375**
After 16 years - $~~750~~**1,075**	After 29 years - $~~1075~~ **1,400**
After 17 years - $~~775~~**1,100**	After 30 years - $~~1100~~**1,425**

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.

Tentative Agreement

Union

11-20-23

Date

City

11-20-23

Date

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~~ **2024**, employees shall receive a ~~3.0%~~ **4.0%** wage increase. Effective the first pay period including January 1, ~~2023~~ **2025**, employees shall receive a ~~3.0%~~ **4.0%** wage increase. Effective the first pay period including January 1, ~~2024~~ **2026**, employees shall receive a ~~3.0%~~ **4.0%** wage increase.

Tentative Agreement

Union

11-20-23
Date

City

11/20/23
Date

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Douglas Elliott
DATE PREPARED:	12/4/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	A Resolution Authorizing the City Manager to Enter Into a New Agreement with Milford Township, Butler County, Ohio and Authorizing the City of Oxford to Provide Emergency Medical Services to the Western Portion of Milford Township Pursuant to the Agreement. (Douglas Elliott, City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

Earlier this month, Jessica, John, and I met with representatives of Milford Township to discuss a new three-year agreement. The current three year agreement expires on 12-31-24. The current agreement provides for a payment of $28,000 in FY 2024 for EMS service in the western portion of Milford Township. I provided a PPT which calculated a new contract amount. The calculation was $225,804 which was based on the 2024 Fire/EMS budget. The Milford Township officials shared with us a plan to propose a replacement fire levy on the ballot in 2025 which if passed would provide additional monies in 2026. We discussed a one-year agreement for FY 2025 at $60,000. This amount is over double the contract amount for FY 2024. It also provides the necessary time to propose a replacement Fire/EMS property tax levy. The Milford officials recognize the great service the City of Oxford provides, want to pay a fair share, and are willing to propose a replacement levy which would generate $225,000 per year. Therefore, we reached a tentative agreement for a one-year contract at $60,000 for FY 2024.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH MILFORD TOWNSHIP, BUTLER COUNTY, OHIO AND AUTHORIZING THE CITY OF OXFORD TO PROVIDE EMERGENCY MEDICAL SERVICES TO THE WESTERN PORTION OF MILFORD TOWNSHIP PURSUANT TO THE AGREEMENT.

WHEREAS, the City Manager and the Fire Chief recommend Council authorize the City Manager to enter into a new agreement for FY 2025 with Milford Township, Butler County, Ohio, and authorize the City of Oxford to provide Emergency Medical Services to the western portion of Milford Township pursuant to an agreement in a form substantially similar to the agreement attached hereto as Exhibit "A" and acceptable to the Law Director.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Fire Chief and hereby authorizes the City Manager to enter into a new agreement for FY 2025 with Milford Township, Butler County, Ohio and authorizes the City of Oxford to provide Emergency Medical Services to the western portion of Milford Township, Butler County, Ohio, pursuant to an agreement in a form substantially similar to the agreement attached hereto as Exhibit "A" and acceptable to the Law Director.

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)

AGREEMENT BETWEEN THE CITY OF OXFORD AND MILFORD TOWNSHIP, BUTLER COUNTY, OHIO

This **Agreement** is made and entered into this ____day of December, 2023, by and between the City of Oxford and Milford Township, Butler County, Ohio.

WITNESSETH:

Whereas, Milford Township desires to avail itself of the emergency medical service offered and provided by the City of Oxford for the western 18 square mile portion of Milford Township and to fairly compensate the City of Oxford for such service; and

Whereas, the City of Oxford wishes to provide such services and to be fairly compensated.

Now, therefore, it is mutually agreed and undertaken by and between the parties as follows:

1. The City of Oxford, Ohio agrees to furnish Milford Township, Ohio emergency medical services in the western 18 square mile portion of Milford Township for a period beginning January 1, 2025 and continuing through December 31, 2025, unless sooner terminated by either party as provided hereafter.

2. The City of Oxford agrees to provide the above services on a twenty-four (24) hours per day, seven (7) days per week basis for the term of this agreement.

3. Milford Township agrees to compensate the City of Oxford a total sum of $60,000 for the year 2025. Payment for services will be due as follows: 50% of the annual amount on or before January 1 of the contract year and the remaining 50% on or before June 1 of the same year.

4. The City of Oxford shall be under no obligation to provide emergency medical service for Milford Township in the event that Milford Township defaults or intentionally terminates its payments under this agreement.

5. Oxford's response under this agreement will be limited to one squad with a minimum of two EMT's for emergency medical service (EMS) calls only. Oxford will not provide routine transportation that can be handled by private ambulance service.

6. All patient transportation will be to the McCullough-Hyde Memorial Hospital only, unless the responding Oxford Fire Division crew chief determines

transportation to Fort Hamilton Hospital is required for unique emergency care. The Oxford Fire Division will only provide transport to other facilities if there is an extreme medical need.

7. When an additional squad is required within the Milford Township service area, either at the same EMS emergency or another simultaneous EMS emergency; or when Oxford does not have adequate resources to respond due to a preceding fire or EMS incident within its coverage area, Oxford will request mutual aid response, first from the squad contracted for the Eastern half of Milford Township, then from surrounding departments. Oxford will not respond with a second squad into Milford Township except under an extreme circumstance or where mutual aid is not available.

8. Unless the initial dispatch indicates an on-scene injury or illness, Oxford will not automatically respond for stand-by on Milford Township fire dispatches within its response area except for reported structure fires. Subject to the limitations above, Oxford will respond to any fire scene for stand-by when the severity of the incident warrants as specifically requested by the Milford Township Fire Chief or officer-in-charge after their arrival on scene.

9. The Milford Township Fire Department will respond automatically on all motor vehicle accident or other rescue calls within Milford Township. The Milford Township Fire Department will respond as requested by Oxford for lifting assistance or other manpower assistance at any EMS emergency within Milford Township. The Milford Township Fire Department will be dispatched to all cardiac arrest calls for additional manpower.

10. The parties agree that negotiations for a new contract will begin no later than July 1, 2025.

11. The City agrees to provide general liability insurance with a limit of One Million Dollars ($1,000,000) and to list Milford Township as an additional insured for any and all claims related to the services performed under this agreement. Milford Township agrees to carry general liability insurance with a limit of One Million Dollars ($1,000,000) with the City of Oxford listed as an additional insured for any and all claims related to the services performed under this agreement. Each party shall be responsible for the cost of its own insurance.

12. The City of Oxford agrees to provide Milford Township with an annual report of all calls/runs in Milford Township including type of response.

13. The City of Oxford further agrees to provide Milford Township with a copy of the Comprehensive Annual Financial Report prepared by the City of Oxford, which shall include all income received and all expenses incurred by the Fire/EMS Division.

14. This Agreement constitutes the entire understanding between the parties concerning the City of Oxford's obligation to Milford Township for providing emergency medical service in the western 18 square mile portion of Milford Township, Butler County, Ohio. Any amendment or modifications to this Agreement shall only be effective when reduced to writing and signed by both parties.

15. In order to facilitate communications between the City of Oxford and Milford Township, the following individuals are designated as the persons to whom all inquiries or communication should be directed on behalf of their respective entity:

City of Oxford Douglas R. Elliott Jr. City Manager 15 South College Avenue Oxford, OH 45056	Milford Township Amy Butterfield, President Milford Township Trustees P.O. Box 68 Collinsville, OH 45004

16. This contract shall become effective upon its execution by both parties. Executed on the day and date first above written.

CITY OF OXFORD, OHIO	**MILFORD TOWNSHIP**
____________________ Douglas R. Elliott, Jr. City Manager Pursuant to Resolution No.	____________________ Paul Gillespie Trustee
	____________________ Amy Butterfield Board President

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	11/30/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	A Resolution Authorizing the City Manager to Enter into a Contract with Jefferson Health Plan to Assist with our Self-Insured Health Benefits Program at a Cost of $202,662.00 a Month. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	$2,431,944.05
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:
The Jefferson Health Plan (JHP) takes self-insurance one step further by combining similar entities to share the risk of fluctuations in claim costs inherent in the self-insurance plans of smaller employers.

JHP provides health care and related employee benefit programs to over 180 public employer member organizations throughout the States of Ohio, Michigan, Tennessee and Virginia. They cover over 22,000 employees consisting of member organizations such as school districts, cities, townships, port authorities, county government employees, libraries, villages, etc. JHP is organized and operates as a Council of Governments under Ohio Revised Code Chapter 167 with membership open to political subdivisions within and outside of the State of Ohio.

JHP uses an allocated balance model approach. Within this structure, each member organization has ownership of its own reserve balance and earns interest income on those reserves. The consortium also makes available several traditional pool arrangements, primarily designed for very small employers who have come together to pool their resources. Within this structure there is only one reserve account for all participating member groups. Financial reserves are maintained by The Jefferson Health Plan to provide rate stability and security to participating members.

The consortium develops monthly funding factors for each member group, based on that group's claims experience. Based on a review of our past claims, our monthly cost starting January 1, 2024, will be $202,662.00 for an annual total of $2,431,944.05 in 2024. Our 2023 final medical insurance expenses are estimated to be $3,031,077.00.

The plan model and expenses associated with the Jefferson Health Plan are outlined in detail in the attached proposal and contract.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JEFFERSON HEALTH PLAN TO ASSIST WITH OUR SELF-INSURED HEALTH BENEFITS PROGRAM AT A COST OF $202,662.00 A MONTH.

WHEREAS, Jefferson Health Plan is organized and operates as a Council of Governments under Ohio Revised Code Chapter 167 with membership open to political subdivisions within and outside of the State of Ohio; and

WHEREAS, provides health care and related employee benefit programs to over 180 public employer member organizations throughout the States of Ohio, Michigan, Tennessee and Virginia; and

WHEREAS, the Jefferson Health Plan covers over 22,000 employees consisting of member organizations such as school districts, cities, townships, port authorities, county government employees, libraries, villages, etc; and

WHEREAS, the Jefferson Health Plan is an allocated balance model approach. Within this structure, each member organization has ownership of its own reserve balance and earns interest income on those reserves; and

WHEREAS, the City Manager recommends Council authorize the City Manager to enter into a contract with Jefferson Health Plan to assist with our self-insured health benefits program at a cost of $202,662.00 per month.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to enter into a contract with Jefferson Health Plan to assist with our self-insured health benefits program at a cost of $202,662.00 per month.

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)

AMENDED and RESTATED
AGREEMENT OF

Jefferson
HEALTH PLAN

In Agreement With

Member Organization

Revised June 21, 2017

THE JEFFERSON HEALTH PLAN AGREEMENT

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AMENDED and RESTATED
AGREEMENT REGARDING

The Jefferson Health Plan

This Agreement regarding the Benefit Programs of The Jefferson Health Plan (hereinafter referred to as “the Agreement”) shall replace and supersede all previous agreements regarding the Health Benefits Program of the Ohio Mid-Eastern Regional Education Service Agency (heretofore known as OME-RESA).

WHEREAS, Chapter 167 of the Ohio Revised Code authorizes governing bodies of any two or more political subdivisions of the State of Ohio to enter into an agreement providing for the establishment of a regional council of governments; and

WHEREAS, certain political subdivisions (the “Members”) have entered into this Agreement, pursuant to Chapter 167 of the Ohio Revised Code or other applicable law allowing for pooling among public employers, for the purpose of establishing a regional council of governments known as the Jefferson Health Plan (‘the Jefferson Health Plan”, or “the JHP”); and

WHEREAS, the purpose of the Jefferson Health Plan is to promote cooperative agreements and activities among its Members, in purchasing supplies and services, providing health and other benefits to the employees and dependents of its Members, and otherwise acting together in dealing with problems of mutual concern; and

WHEREAS, the Members have determined to join together to undertake a program on a cooperative basis to maximize benefits and/or reduce costs of certain medical, hospitalization, dental, prescription drug, vision, life and disability income benefits for their employees and the eligible dependents of those employees (“Covered Persons”), and any other similar benefits or cooperative programs which the Members may determine, from time to time, to provide through The Jefferson Health Plan; and

WHEREAS, comprehensive guidelines for the funding, management and administration of the Jefferson Health Plan are to be provided in the Agreement among the Members; and

WHEREAS, the governing body of each Member has by a duly adopted resolution, authorized its representative to enter into and execute this Agreement on its behalf; and

WHEREAS, this Agreement shall replace and supersede any and all prior individual or joint agreements or contracts entered into by any Member with any insurance carrier, underwriter or administrator, for the provision of benefits of the types specified herein;

NOW THEREFORE, the Jefferson Health Plan is hereby established, and it is agreed by and among the Members, on behalf of whom their representatives have executed below in accordance with the authorizing resolutions adopted by the governing authority of the respective Members that:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following words shall have the following meanings.

"Actuary" shall mean a person who is an enrolled actuary and a member of the Society of Actuaries, or a firm of actuaries, at least one of whom is such an enrolled actuary and a member of the Society of Actuaries.

"Agreement" shall mean this Agreement regarding The Jefferson Health Plan, as the same may be amended, modified or supplemented in accordance with its terms and the Bylaws adopted pursuant to Ohio Revised Code Section 167.04. This Agreement and the Bylaws set forth the comprehensive guidelines for the funding, management, administration and operation of the JHP.

"Assembly" shall mean the legislative body of the JHP established pursuant to and having those powers and duties enumerated in this Agreement and the Bylaws.

"Board of Directors" shall mean the managerial board of the JHP established pursuant to and having those powers and duties enumerated in this Agreement and the Bylaws and having such other powers and duties that may from time to time be established or authorized.

"Covered Persons" shall mean, when used with reference to a Member, the employees of that Member and dependents of those employees who are eligible for benefits under the Program and, subject to the approval of the Board of Directors, any other individual currently or formerly affiliated with a Member who the Member is authorized by law to provide benefits under the Program; and,when used with reference to the JHP shall mean all Covered Persons of all Members.

"Employee Benefits Program" or "Program" shall mean the program authorized by this Agreement for the provision of medical, hospitalization, dental, prescription drug, vision, life, disability income or any other similar benefits to Covered Persons, or other cooperative programs, which the Members may determine from time to time to provide through The Jefferson Health Plan.

"Fiscal Agent" shall mean any agent or agents authorized and designated by the Board of Directors to coordinate and administer the Program in accordance with this Agreement.

"Fiscal Year" shall mean that period used for calculating yearly expenses. Each Member of the JHP may have a fiscal year different from other Members and different from that of the JHP. A Fiscal Year shall, however, consist of a twelve (12) month period beginning on the first of a month and ending on the last day of the month at least 12 months subsequent to the first day of the month at the beginning of the Fiscal Year. In some cases, the Board may on an exception basis approve for certain business reasons a period of less than or more than twelve (12) months for a particular Fiscal Year.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 as amended from time to time.

"Insurance Company" shall mean the insurance company or companies designated by an agreement between the JHP and any insurance company as a medium for financing benefits under the Program.

"Large Claims Reimbursement Program" shall mean a joint self-insurance pool established in accordance with this Agreement for the purpose of paying claims and other expenses of the JHP in accordance with guidelines established by the Board of Directors.

"JHP" shall mean the regional council of governments, organized under Chapter 167 of the Ohio Revised Code or other applicable law, consisting of eligible political subdivisions (including but not limited to a regional council of governments, a governmental trust, or a joint self-insurance program otherwise permitted by law), which may become Members pursuant to this Agreement.

"Member" shall mean any eligible political subdivision whose governing body, pursuant to a duly authorized resolution, has caused this Agreement to be executed in its name and has not withdrawn from the JHP, including but not limited to a regional council of governments, a governmental trust, or a joint self-insurance program otherwise permitted by law.

"Operating Fund" shall mean the fund established by Article III of this Agreement and maintained by the Fiscal Agent as a separate fund into which shall be placed any and all moneys received from the Members for Program Costs. Interest earned on moneys found in the Operating Fund shall be paid to that Operating Fund.

"Plan Document" shall mean the document of a Member describing eligibility for, and the benefits available to Covered Persons of that Member under the Program.

"Preferred Provider Organization or PPO" shall mean a managed care organization having a network of medical doctors, hospitals and other health care providers who have agreed with a third-party administrator to provide health care services at reduced rates when received through the PPO.

"Program Costs" shall mean all costs described in Article VII Section 4 of this Agreement and any other costs incurred in connection with the operation of the Program as approved by the Board of Directors.

"Reinsurance" shall mean the act of deferring a portion of the risk otherwise assumed by the JHP in connection with its operations to an Insurance Company under the terms of a contract which details the conditions upon which the reinsurer will pay a share of the claims otherwise owed by the JHP. The reinsurance company, reinsurer, will receive a premium from the JHP for accepting the risk otherwise assumed by the JHP without the benefit of the Reinsurance.

“Run-out claims” shall mean any claim still pending and incurred by a Covered Person but not yet paid prior to the effective date of withdrawal of a Member organization.

“Third Party Administrator” shall mean an individual or organization obligated under an agreement entered into pursuant to this Agreement to provide administrative services to the JHP in connection with the processing and payment of claims filed by Covered Persons under the Employee Benefits Program.

ARTICLE II
MANAGEMENT OF THE PROGRAM

Section 1. Board of Directors

The Board of Directors of the JHP, established pursuant to this Agreement, shall have, in addition to its powers and duties under this Agreement, the following powers and duties in connection with the management and operation of the Program:

A. It shall oversee and manage the operations of the JHP and the Program, and it shall be responsible for the overall long term financial stability of the JHP. In connection therewith, it may contract with any person, political subdivision, non-profit corporation, regional council of government, or other entity otherwise permitted by law for the purposes of the administration and management of the Program established by this Agreement.

B. It shall consider and recommend to Members alternative coverage and benefits.

C. It shall consider and recommend to Members amounts of claims to be covered by the Large Claims Reimbursement Program as well as consider and advise Members as to any other forms of insurance coverage available through the Program.

D. It shall also consider, review and obtain prudent amounts of Reinsurance so as to maintain the financial health of the JHP should unpredictable events occur that might otherwise jeopardize the ongoing operations of the Program.

E. It shall authorize the direct employment by the JHP of such consultants or professionals, including a member of the American Academy of Actuaries, as it deems necessary to assist in the sound and prudent administration and management of the Program.

F. It shall determine or cause to be determined the total estimated Program Costs for the Program for each Fiscal Year and the total estimated Program Costs to be allocated to each Member and the necessity for adjustments in each Member's share of Program Costs pursuant to Article VII of this Agreement.

G. It shall review contracts with and select Third Party Administrators, which may be used by Members.

H. It shall review contracts with and select Preferred Provider Organizations for use by Members.

I. It shall review and approve contracts with any insurance company authorized to provide its benefits to Members.

J. It shall review contracts with and select certain other vendors to provide services to Members including, but not limited to organizations to manage the cost of chronic medical conditions or provide wellness programs for Members.

K. It may adopt a uniform plan design with respect to the coverage and type of benefits for Covered Persons to be adopted by the Members.

L. It shall adopt policies and procedures to ensure the confidentiality of any individually identifiable medical information, including but not limited to protected health information under HIPAA.

M. It shall make recommendations to the Members concerning any matter relating to the operation of the Program, including but not limited to:

(1) Amendments to or modifications of this Agreement or the Bylaws;

(2) Program Costs;

(3) Each Member's share of Program Costs;

(4) The admission of Members to the Program; and

(5) The disqualification of Members from the Program.

Section 2. Assembly.

The representatives to the Assembly of the JHP, the legislative body established pursuant to this Agreement, who are representatives of the Members shall have, in addition to the powers and duties under this Agreement, the following powers and duties in connection with the operation of the Program:

A. It shall determine, upon recommendation from the Board of Directors as described hereinafter in this Agreement, the total estimated Program Costs for the Program for the next Fiscal Year and the percentage of the total estimated Program Costs to be allocated to each Member of the Program.

B. In the event, that the Members adopt a uniform plan design, it shall determine, upon recommendation from the Board of Directors, any changes in the Plan Document with respect to the coverage and types of benefits provided for Covered Persons.

C. It shall determine, upon recommendation from the Board of Directors, the management fee to be paid to the Fiscal Agent, or its designee, in connection with the services provided to the Program.

Section 3. Assembly Approval.

Whenever this Agreement provides for an approval or determination to be made by the Assembly, the approval or determination made by the Members' representatives shall constitute the approval or determination of the Assembly in accordance with this Agreement. Unless otherwise specified in this Agreement, actions to be taken by the Assembly shall require the affirmative vote of at least a majority of the Members' representatives.

Section 4. Board of Directors Liability.

Neither the Board of Directors nor its individual members shall be liable for any action taken or omitted in good faith, or for any action taken or omitted by any individual, firm, corporation, or any other organization selected with reasonable care. Liability insurance covering the Board of Directors and Officers may be purchased as an authorized expenditure of the JHP.

ARTICLE III
OPERATING FUND and FISCAL AGENT

Section 1. Fiscal Agent.

The Fiscal Agent shall be the Governing Board of the Jefferson County Educational Service Center, or the board of education or governing authority of another Member approved by the Assembly in accordance with this Agreement and the Bylaws, or another entity duly appointed by the Board of Directors, which entity is qualified to act in such capacity under law. The Fiscal Agent shall coordinate and administer the Program in accordance with this Agreement.

Section 2. Custody of the Operating Fund.

The Fiscal Agent, or its designees, shall maintain the assets of the Operating Fund separate and apart from any and all other funds of the Fiscal Agent. The Operating Fund shall be composed of individual Member Reserve Funds, the Large Claims Reimbursement Program and such other account funds as the Board of Directors may, from time to time, authorize and direct the Fiscal Agent to establish as is necessary for the ongoing needs of the Program. The Operating Fund shall be subject to the laws of the State of Ohio concerning the investment and management of public funds, particularly Ohio Revised Code Chapter 135, and it shall be the responsibility of the Fiscal Agent or its designee to comply with such law.

Interest earned on moneys found in the Operating Fund shall be credited to the Operating Fund and allocated in proportion to the balances found on deposit in:

A. Member Reserve Funds,

B. The Large Claims Reimbursement Program, and

C. Such other fund accounts as established by the Board of Directors where the Board has determined that such other funds shall be credited with interest earnings.

Section 3. Disbursements from the Operating Fund.

Disbursements from the Operating Fund may be made by the Fiscal Agent, or its designee, without further authorization or direction from the Board of Directors and subject only to the authorization of certification requirements of the Ohio Revised Code, for the purposes of:

A. The transfer of funds to a Third-Party Administrator for the payment of claims, provided that the agreement with the Third-Party Administrator complies with this Agreement,

B. The payment of premiums for any form of insurance, including Reinsurance, secured and approved by the Board of Directors for the benefit of Members,

C. The payment of expenses, such as but not limited to broker or consultant fees, specifically authorized by a Member in connection with its sponsorship of its benefit program through the JHP, and

D. Additional disbursements in accordance with the directions of the Board of Directors, or the Assembly, for any proper purpose of the Program, including but not limited to the fees of any Third-Party Administrator, the Fiscal Agent or its designees, consultants, accountants, Actuaries, lawyers and any other authorized agents of the Board, and payment for other operating expenses incurred in connection with the operation of the Program.

Section 4. Member Reserve Funds.

The Fiscal Agent, or its designee, shall establish for each Member of the JHP a Reserve Fund, unless otherwise directed by the Board of Directors. Into that Member Reserve Fund, the Fiscal Agent, or its designee, shall cause to be deposited any and every monthly contribution received from each respective Member in connection with the operation of that Member's benefit program, and the Fiscal Agent, or its designee, shall maintain an accounting of each Member's contribution to their respective Member Reserve Fund where such Reserve Funds have been authorized by the Board of Directors and the Assembly.

Similarly, from each respective Member Reserve Fund, where such Reserve Funds have been authorized by the Board of Directors and the Assembly, shall be deducted expenses incurred by that Member in support of the benefit program(s) sponsored by that Member under the JHP. The Fiscal Agent, or its designee, shall record and maintain an accounting of deductions from each Member's Reserve Fund. Such expenses shall include:

A. The payment of claims incurred by Covered Persons under the program sponsored by that Member,

B. Administrative expenses incurred in connection with the operation of that benefit program for the Member,

C. Contributions to the Large Claims Reimbursement Program or any other fund established by the Board of Directors on behalf of that Member for its participation in the Large Claims Reimbursement Program or such other fund established by the Board,

D. Insurance premiums, including Reinsurance, that may be incurred by that Member in support of its benefit program, and

E. Such other expenses as may be required by the Board of Directors from time to time in support of the operations of the JHP, or at the Member's direction in accordance with the sponsorship of its benefit program through the JHP.

The Board shall from time to time establish the minimum amount to be held by each Member in its Reserve Fund in accordance with prudent and sound business practices, applicable legal requirements, and subject to the terminal liability obligations of Members.

Member Reserve Funds shall be maintained by the Fiscal Agent, or its designee, separate and apart from all other funds of the Fiscal Agent and each Member Reserve Fund shall be a part of the Operating Fund. Member Reserve Funds, as part of the Operating Fund, shall be subject to the laws of the State of Ohio concerning the investment and management of public funds, particularly Ohio Revised Code Chapter 135, and it shall be the responsibility of the Fiscal Agent, or its designee, to comply with such law. Member Reserve Funds shall for investment purposes only be commingled. Interest earned on the investments of the Operating Fund shall be credited to each Member's Reserve Fund in proportion to the reserve balance found on deposit in the Member's Reserve Fund to the total funds of the Operating Fund eligible for interest earnings, as designated by the Board of Directors.

Section 5 Large Claims Reimbursement Program

The Fiscal Agent, or its designees, shall maintain the assets of the Large Claims Reimbursement Program separate and apart from any and all other funds of the Fiscal Agent and separate and apart from Member Reserve Funds and any other funds established by the Board of Directors. The Board of Directors may, from time to time, authorize and direct the Fiscal Agent to establish separate accounts within the Large Claims Reimbursement Program, as is necessary for the ongoing needs of the Program.

The Fiscal Agent, or its designees, shall deposit into the Large Claims Reimbursement Program the monthly contributions received from Members, and any other public employers or governmental agencies deemed eligible to participate in the benefits of the Large Claims Reimbursement Program as so determined by the Board, in support of their participation in the Large Claims Reimbursement Program, and shall, having received such deposits, record and maintain an accounting of each such contribution to the Large Claims Reimbursement Program.

Interest earned on moneys found in the Large Claims Reimbursement Program shall be credited to the Large Claims Reimbursement Program and not to the respective Members contributing to the Large Claims Reimbursement Program. Disbursements from the Large Claims Reimbursement Program may be made by the Fiscal Agent or its designee without further authorization or direction from the Board of Directors for the purposes of:

A. Reimbursing the Reserve Funds of Members or other eligible entities for participating in the benefits of the Large Claims Reimbursement Program where individual claims of Covered Persons exceed the deductible limit chosen by the Member under the program sponsored by the Large Claims Reimbursement Program, and where the Member or other eligible entity participating in the Large Claims Reimbursement Program had made the contributions required of participation in the Large Claims Reimbursement Program,

B. Payments in support of programs designed to aid the Large Claims Reimbursement Program in the reduction of its liabilities to Members including, but not limited to, programs designed to assist Covered Persons in maintaining healthy lifestyles or managing chronic medical or psychological conditions,

C. Reimbursing Member Reserve Funds for the aggregate of all claims charged to a Member's Reserve Fund exceeding the maximum annual liability of that Member where that Member is eligible for aggregate reimbursement, and

D. Additional reimbursements may be made by the Fiscal Agent or its designees from the Large Claims Reimbursement Program in accordance with the directions and policies of the Board of Directors, or the Assembly, for any proper purpose of the Program, including but not limited to the fees of any Third-Party Administrator, Reinsurance, the Fiscal Agent or its designees, consultants, accountants, Actuaries, lawyers and any other authorized agents of the Board and payment for other operating expenses approved by the Board of Directors.

The investments of Large Claims Reimbursement Program assets shall be subject to the laws of the State of Ohio concerning the investment and management of public funds, particularly Ohio Revised Code Chapter 135, and it shall be the responsibility of the Fiscal Agent or its designee to comply with such law as it may be amended from time to time.

Section 6. Fidelity Bond.

The Treasurer of the Fiscal Agent shall obtain and keep in force a fidelity bond, in the amount determined by, and with a surety company approved by, the Board of Directors. In lieu of a separate fidelity bond, the Board of Directors may direct the Treasurer to keep and continue in force the Treasurer's existing fidelity bond. In either case, the Fiscal Agent and the JHP shall be beneficiaries of such fidelity bond and the amount thereof shall not be reduced without the prior written consent of the Board of Directors.

Section 7. Maintenance of Records.

The Fiscal Agent, or its designees, shall maintain records which separately identify by Member all contributions received from the respective Member for Program Costs. The Fiscal Agent shall maintain or cause to be maintained records which account for all disbursements or transfers from the Operating Fund, including the Large Claims Reimbursement Program, the Reserve Fund, and any other funds authorized by the Board of Directors.

Section 8. Reports.

The Fiscal Agent, or its designee, shall make regular reports to the Board of Directors concerning all contributions to and disbursements from the Operating Fund, the Large Claims Reimbursement Program and all contributions to and transfers from the Reserve Fund, and any other funds established by the Board of Directors, and shall provide the Board of Directors with copies of any reports of any Third-Party Administrator filed with the Fiscal Agent. The Fiscal

Agent, or its designee, shall make monthly reports to each Member concerning the contributions to and disbursements from that Member's account in the Operating Fund during the preceding calendar month and all contributions to and transfers from the Large Claims Reimbursement Program, the Reserve Fund and any other fund established by the Board of Directors attributable to that Member during the preceding calendar month. In addition, the Fiscal Agent, or its designee, shall provide or cause to provide all information required by any Actuary retained by the Board of Directors pursuant to Ohio Revised Code Section 9.833.

Section 9. Administrative Fee.

In consideration for its services, the Fiscal Agent may receive a fee from the JHP in such amount as the Assembly shall approve upon recommendation from the Board of Directors.

ARTICLE IV
ACTUARY

Section 1. Actuary.

The Board of Directors, or its designee, shall retain an Actuary, who shall be a member of the American Academy of Actuaries, and who shall review the funds of the JHP to determine that they are reserved as necessary in the exercise of sound and prudent actuarial judgment, to cover the potential costs of the Program.

Section 2. Actuarial Report.

To the extent required by applicable law, the Board shall have prepared a report by an Actuary, which report shall show amounts reserved by the JHP and the individual Members, and shall contain a certification that the amounts reserved are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The Actuary's report shall be submitted to the appropriate regulatory authorities on behalf of the JHP.

ARTICLE V
PROVISION OF BENEFITS

Section 1. Benefit Coverage.

The JHP shall administer the provision of medical, hospitalization, dental, prescription drug, vision, life, disability income or pay and any other benefits which may be included from time to time, in a Member's plan document, to all Covered Persons of each Member for all claims incurred during membership in the JHP. Subject to Jefferson Health Plan acceptance, the Member may select the types of services and benefit coverage offered through the Jefferson Health Plan for the Member's plan. Such benefits may be provided in whole or in part through either insurance policies issued by insurance companies or hospital service associations licensed to do business in the State, or benefit plans which obligate each Member to pay claim costs for its Covered Persons up to a predetermined level and under which the Large Claims Reimbursement Program and an insurance company or companies licensed to do business in the State assume the risk of any additional claims covered by the Plan Document.

Insurance limits, types of claims covered, eligibility for benefits and any deductibles shall be approved by the governing board of each Member and shall be described in the Member's Plan Document. In the event that all Members adopt a uniform plan of benefits, that Plan Document shall be prepared by the Board of Directors and shall be provided to each Member by the Board of Directors. The Plan Document may be amended from time to time, subject to the approval of the Assembly, to provide alternative or additional types of coverage. Insurance carriers shall be selected by the Board of Directors, which shall review all policies of insurance coverage.

Each Member shall notify the Fiscal Agent or its designee and all Third-Party Administrators of the identity of all Covered Persons and supply any other relevant personnel data as may be deemed necessary by the Board of Directors for the administration of the Program.

Section 2. Large Claims Reimbursement Program

The JHP has determined among other things that Member groups should be protected from the unpredictability of large catastrophic claims inherent in providing the types and kinds of benefits offered by Members through the JHP. The JHP, therefore, has established an Large Claims Reimbursement Program, separate and apart from Member reserve account to act as a buffer for Members who experience large claims with each Member eligible to establish within ranges authorized by the Board of Directors a cap on their liability for any given Covered Person's claims in any reporting period.

Under this cap, or deductible, the Member will be deemed liable for claims of Covered Persons. The Member will, however, pay into the Large Claims Reimbursement Program a pre-determined monthly per employee contribution to allow the Member to receive reimbursements from the Large Claims Reimbursement Program for claims that exceed the per person deductible chosen by the Member. Such coverage, as is provided by the Large Claims Reimbursement Program, will obligate the Large Claims Reimbursement Program, during each Fiscal Year of the

Large Claims Reimbursement Program, to pay all amounts in excess of a predetermined, specified dollar amount elected by the Member with respect to the claims paid on behalf of any Covered Person during the Large Claims Reimbursement Program Fiscal Year. Each Member, within the limits otherwise allowed by the Board of Directors, shall be eligible to elect the level of protection afforded to the Member by the Large Claims Reimbursement Program as of the first day of the Fiscal Year of the Large Claims Reimbursement Program.

No Member shall have any ownership interest in the assets of the Large Claims Reimbursement Program, shall not be entitled either now or in the future to receive any refund of past or future deposits to the Large Claims Reimbursement Program, save for qualified reimbursement from the Large Claims Reimbursement Program or adjustment for the correction of any mutually agreed upon administrative errors, and the Member hereby specifically waives any and all rights to the assets of the Large Claims Reimbursement Program.

The Board may also, in accordance with legal requirements and prudent financial management, obtain Reinsurance on behalf of a Member from an Insurance Company or Companies authorized by law to do business with the Member and the JHP of an amount sufficient to protect the ability of the Large Claims Reimbursement Program to meet its obligations to Members.

The Board of Directors may from time to time authorize other operations and or programs to be sponsored through the Large Claims Reimbursement Program, such as but not limited to sponsoring programs designed to assist Members in the control of their claims or capping the overall annual expense of Members where such costs deviate significantly from expected costs, as determined by the Board, and as is necessary and prudent in the operation of the business of the JHP. Additionally, the Board of Directors may authorize non-Member political subdivisions and other governmental agencies to pay into and receive the benefits of the Large Claims Reimbursement Program where appropriate.

Section 3. Third-Party Administrator.

Each Member sponsoring a benefit plan for its Covered Persons through the JHP shall be obligated to utilize the services of one or more of the Third-Party Administrators contracted to do business with Member organizations by the Board of Directors. Such Third-Party Administrator shall evaluate and process the payment of claims under the Member's benefit program and in accordance with any contractual provisions found in a Preferred Provider Organization utilized by the Member for its Covered Persons.

A Third-Party Administrator shall be any person or organization with experience in the handling of benefit claims of the type sponsored through the JHP and which person or organization has been determined by the Board of Directors to be qualified, financially sound, and capable of meeting all of the service requirements of the contract of administration and any additional requirements which may be established by the Board of Directors or the Assembly.

Any Third-Party Administrator shall perform those duties specified in the contract which shall be entered into between the Third-Party Administrator and the JHP in accordance with this Agreement.

Section 4. Preferred Provider Organization.

Each Member sponsoring a benefit plan for its Covered Persons through the JHP while not otherwise obligated to utilize the services of a Preferred Provider Organization in connection with its benefit programs sponsored through the JHP, shall nonetheless be required to utilize only the services of one or more of the Preferred Provider Organizations contracted to do business with Member organizations by the Board of Directors, if the Member organization elects to use the services of a PPO.

Such Preferred Provider Organization shall be required to negotiate discounts for Member organizations accessing the services of that PPO, as well as evaluate the qualifications of health care providers included in its network. The PPO shall also work with the Third-Party Administrator selected by the Member for the processing of benefit claims in order to resolve disputes which arise between the health care provider and the Third-Party Administrator and or the Covered Person.

Any Preferred Provider Organization shall perform those duties specified in the contract which shall be entered into between the Preferred Provider Organization and the JHP.

Section 5. Confidentiality of Medical Information.

The Board of Directors, Fiscal Agent, Third-Party Administrator, PPO, Reinsurer, and any designee shall adopt policies and procedures to ensure and maintain the confidentiality of any individually identifiable medical information of Covered Persons, including but not limited to protected health information under HIPAA, the names of individuals who have filed claims for health care benefits, the amount of claims filed or paid on behalf of any Covered Person, and the medical records relating to any claims, all of which shall not be public records. Reports required to be made by the Fiscal Agent or Third-Party Administrator under this Agreement to Members or their Representatives, the Board of Directors, or any other person or entity, shall identify claims paid by the line of coverage but shall not include any identification of the individual who filed a claim or to whom benefits were paid.

ARTICLE VI
CONTRACTS

Section 1. Third-Party Administrators.

The Board of Directors shall contract with one or more Third-Party Administrators and delegate to such Administrators contractual powers and duties as the Board deems desirable. Any contract entered into by the JHP with a Third-Party Administrator in connection with the Program shall contain agreements on the part of the Third-Party Administrator to the effect that:

A. Prior to making a request to the Fiscal Agent or its designee for the disbursement of moneys from the Operating Fund to pay claims of Covered Persons, the Third-Party Administrator shall confirm the eligibility of the Covered Persons.

B. The Third-Party Administrator shall maintain records which account separately for each claim filed by Covered Persons of each Member.

C. Each request of the Fiscal Agent or its designee from the Third-Party Administrator for the disbursement of moneys from the Operating Fund for the payment of claims is to be paid.

D. The Third-Party Administrator shall file monthly reports with the Fiscal Agent on or before the fifteenth day of each month which summarize the claims paid for the preceding months, separately identifying each claim paid and the Member on behalf of which the claims was paid.

E. The Third-Party Administrator shall assume sole responsibility for the payment of claims for which the Fiscal Agent or its designee has disbursed moneys to the Third-Party Administrator.

F. The Third-Party Administrator shall submit separate statements for administrative fees to the Fiscal Agent so that the Fiscal Agent or its designee can separately account for amounts paid under the Program for claims and amounts paid for administrative services.

G. The Third-Party Administrator shall obtain and keep in force a fidelity bond in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors. The amount of that fidelity bond shall not be reduced without prior consent of the Board of Directors.

Section 2. Preferred Provider Organizations.

The Board of Directors shall contract with one or more Preferred Provider Organizations or similar organizations, such as but not limited to Exclusive Provider Organizations, Health Maintenance Organizations, Point of Service networks, or Independent Practice Associations, and delegate to such networks such contractual powers and duties as the Board deems desirable. Any contract entered into by the JHP with a Preferred Provider Organization in connection with the Program shall contain agreements on the part of the Preferred Provider Organization to the effect that:

A. The obligation of the PPO will be to negotiate discounts with and independently credential designated health care providers qualified to render the agreed upon services.

B. The PPO will handle disputes between the contracted providers concerning the negotiated discounts and the waiver of charges billed by the provider over and above the negotiated discount.

C. The PPO will receive a fee for its services, which fee may be included in the fee paid to the Third-Party Administrator.

D. The PPO will handle disputes between any Third-Party Administrator accessing the PPO on behalf of a Member and its Covered Persons where disputes arise in connection with reimbursements made to a credentialed provider included in the network of providers.

E. The PPO will keep in force necessary insurance to protect itself and the JHP from any claims filed against the PPO or the JHP where a Covered Person was injured or otherwise made ill when using a contracted health care provider.

F. Member organizations will act to encourage, through plan design incentives and otherwise, Covered Persons to use the services of PPO providers.

ARTICLE VII
ESTIMATE OF COSTS AND PAYMENTS

Section 1. Estimate of Costs.

The Board of Directors shall annually submit to the Assembly an estimate of:

A. Program Costs for the next year,

B. Each Member's share of the Program Costs, and

C. The Reserve Amount required for each Member.

Those estimated Program Costs shall be presented in enough detail so that the Assembly can determine the sufficiency of the projected Program Costs so as to maintain the actuarial soundness of the Operating Fund, the Large Claims Reimbursement Program, the Member Reserve Funds, and any other funds established by the Board of Directors. All related administrative costs, including any insurance premiums, shall also be provided with the report presented by the Board.

Semi-annual reviews of Members in deficit shall be prepared for the Board of Directors by the Fiscal Agent or its designee. A voluntary interim increase in rates for any Member found to be operating in a deficit shall be permissible.

Section 2. Acceptance.

The Assembly shall consider the estimates of Program Costs submitted by the Board of Directors and accept or modify the same, in accordance with any collective bargaining agreement, or provisions thereof, negotiated by the Member and the recognized bargaining representative of its employees. It shall then instruct the Fiscal Agent or its designee to deliver to the Members an estimated budget of the Program's cost for the upcoming Fiscal Year, evidencing each Member's share of that budget. If it is necessary to modify an estimate to comply with any negotiated collective bargaining agreements, then that modified estimate shall be supplied by the Member to the Fiscal Agent or its designee and then implemented.

Section 3. Payments.

Each Member shall include its share of the budget in its annual appropriations resolution. Each Member shall remit its share of the Program Costs to the Fiscal Agent or its designee for deposit into the Operating Fund in equal monthly installments on or before the fifteenth (15^{th}) day of each month.

Payments tendered by third parties on behalf of a Member for the Member's monthly share of the Program Costs may be accepted by the Fiscal Agent or its designee, however, under no circumstances will refunds be made by the Fiscal Agent or the its designee to the third party or the

Member. The acceptance by the Fiscal Agent or its designee of payments tendered by a third party does not confer upon the third party any rights, expectancies, or obligations under the Agreement or Bylaws.

If contributions made in accordance with that budget prove to be insufficient to pay the Program Costs of the Employee Benefit Program for that Fiscal Year, as determined by the Board of Directors, the Fiscal Agent or its designee shall promptly notify in writing each Member of any additional Program Costs, the amount of any deficiencies, that Member's share of those additional costs or deficiencies and any additional Reserve Fund requirements, whereupon each Member shall appropriate the amount stated in that notice.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Program Costs in an amount which exceed the total unspent amount appropriated for Program Costs and remitted to the Fiscal Agent or its designee by the Members pursuant to this Agreement, except as may be permitted by law.

Section 4. Apportionment of Costs.

Each Member's share of the Program Costs of the Employee Benefits Program shall be the sum of the costs allocated to each Member by the Board of Directors. The Board of Directors may utilize the services of an outside consultant to assist in the preparation of the following estimates.

A. The Board of Directors shall determine the amount of funds necessary to pay the claims of Covered Persons of each Member for the next Fiscal Year by evaluating:

(i) The claims experience for that Member for any preceding year and the amounts which that Member is obligated to pay for claims under the limits of the Large Claims Reimbursement Program,

(ii) Allowances which may be made for increased costs or utilization of benefits,

(iii) Changes, if any, in the number or ages of Covered Persons for that Member,

(iv) Changes, if any, to the amount of reserves to be held in the Reserve Fund of each Member,

(v) Changes, if any, in the types of claims covered by the Employee Benefits Program, and

(vi) Any other matters which the Board of Directors deems relevant to such determination.

A schedule shall be prepared by the Board of Directors separately identifying the amount to be contributed to the Operating Fund by each Member for claims estimated to be filed by Covered Persons of that Member.

B. The Board of Directors, or its designee, shall determine the estimated costs of the Large Claims Reimbursement Program, any administrative expenses to be paid by the Large Claims Reimbursement Program for the next Fiscal Year of the Large Claims Reimbursement Program, and any other funds established by the Board of Directors, and shall prepare a schedule apportioning the total cost of the Program among the Members in any manner approved by the Board of Directors and not otherwise prohibited by law.

C. The Board of Directors or its designee shall estimate any fees to be paid to the Fiscal Agent, compensation of any staff hired by the JHP, fees to be paid to any Third-Party Administrators and consultants or others for the next Fiscal Year, premiums paid to Insurance Companies, and any other costs of operating the Program for the next Fiscal Year. The Board of Directors shall develop a schedule apportioning those fees and costs among the Members in any manner approved by the Assembly and not otherwise prohibited by law.

ARTICLE VIII
CHANGE IN MEMBERSHIP COMPOSITION

Section 1. Inclusion of New Members.

Any qualified public employer or political subdivision may apply to the Board of Directors for inclusion in the JHP by submitting an application in writing evidencing an interest in membership. That application shall be accompanied by a duly adopted resolution of the applicant's governing body requesting inclusion in the JHP and authorizing execution of this Agreement by the applicant.

The Board Chairman shall determine, subject to ratification by the Board of Directors, whether the applicant should be included in the JHP, based on its ability to pay all Program Costs and having met all other underwriting and financial guidelines as established by the Board, the Fiscal Agent or its designees, the Actuary, or any other advisor to the Board. The applicant seeking membership in the JHP shall further agree to comply with the rules and Bylaws as established for continuing membership in the JHP as those rules and Bylaws may be amended from time to time.

The applicant shall be included in the JHP and deemed as a Member hereunder upon acceptance by the Board of Directors, subject to the execution of this Agreement by both parties, and the applicant appropriates and remits to the Fiscal Agent or its designee any initial monetary assessment for the Program Costs in an amount specified by the Board of Directors. The applicant shall thereafter be a Member and be assessed its portion of the Program Costs.

Section 2. Duties of Members.

Each Member agrees to do or cause to be done all of the following:

A. To cooperate fully with all procedures and guidelines approved and directed by the Board of Directors.

B. To cause a representative to attend all Membership meetings.

C. To provide the JHP, or its Fiscal Agent, or any duly authorized party, access to records of the Member during normal business hours, upon at least twenty-four (24) hours prior written notice for the purpose of conducting necessary services related to the operation of the JHP.

D. To permit the JHP, or any duly authorized representative, to represent the Member in investigating, litigating and settling any claim made against the JHP or the Member within the terms of coverage provided by the Member through the JHP to Covered Persons.

E. To agree to be solely responsible for compliance with all federal and state employee benefit laws relative to the benefits that the Member secures for its Covered Persons through participation in the Jefferson Health Plan. The Member acknowledges and agrees that no other Member, nor the JHP shall be responsible for the Member's compliance responsibilities nor any civil damages or administrative penalties which may be assessed against the Member for any non-compliance with federal or state benefit laws.

F. To cooperate fully with the Board of Directors, the Fiscal Agent, or its designee or any other party acting on behalf of the Board of Directors in furtherance of the purpose and operation of the JHP.

G. To act promptly on any and all matters requiring action on the part of the Member in order for the Board of Directors, the Fiscal Agent, its designee, or any other party acting on behalf of the Board of Directors to properly administer the operations of the JHP.

H. To promptly pay Program Costs to the JHP as established by the Board of Directors for that Member.

I. To furnish, as needed, by the Board of Directors, the Fiscal Agent or its designee or any other party acting on behalf of the Board of Directors, periodic reports of additions, deletions and or changes to the listing of Covered Persons and employees, as well as any other information as may be reasonably necessary for the purpose of determining eligibility for coverage under the programs sponsored by the Member for Covered Persons, processing terminations from coverage, determining contribution levels, affecting changes in family status, and assessing the costs of administration as otherwise provided for herein.

J. To recognize and acknowledge that the Member is subject to the JHP's rules on timely notification of enrollments to and terminations from the sponsored benefit program of the Member.

K. To fully understand that neither the Board or any party acting on behalf of the Board of Directors assumes any responsibility to provide any specified level of benefit, benefit provisions, type of coverage, or amount of allowable payment, in order to meet the requirements of any Member's collective bargaining agreements or to satisfy the outcome of any employee or bargaining group member dispute or grievance.

<u>Section 3. Involuntary Withdrawal.</u>

Failure by any Member to appropriate and remit any of its monthly share of the Program Costs and all other payments required when the same shall become due pursuant to this Agreement, shall cause the suspension of such Member, during which time no claims shall be paid on behalf of the member and no liability for claims shall accrue to the JHP beyond the period for which Program Costs have been paid prior to the suspension of the Member.

Any Member shall be considered to have invoked an involuntary termination from the JHP where such Member at and after a date certain has under twenty-five percent (25%) of its currently covered workforce participating in the programs sponsored by the Member through the JHP, or less than ten (10) lives, shall be considered as having withdrawn from the JHP, unless otherwise approved by the Board of Directors; provided, however, that if a Member only has ten (10) lives or less, it may remain in the JHP if at least eighty percent (80%) of its employees participate in the JHP.

An involuntary withdrawal from the JHP shall result in the payment by the Member of three (3) months of the Member's average funding factors for the prior twelve (12) month period, which funds are to be deposited into the Large Claims Reimbursement Program, plus six (6) months of administrative fees, plus six (6) months of Large Claims Reimbursement Program fees as a result of a change in the makeup of the JHP, upon which rates had been established for all Members. Additionally, the Member will be required to fund the payment of any Run-out claims under its benefit program, including administrative costs.

Section 4. Voluntary Withdrawal.

A Member, whose Reserve Fund is not found to be in deficit, shall be entitled to withdraw from the JHP as of the effective date of the Member's renewal under the Program, provided that such Member shall have tendered a written notice of its intent to withdraw from the Program at least six (6) months, and not more than eight (8) months, prior to the effective date of the Member's renewal.

A request for voluntary termination from the JHP on other than the Member's renewal date or other than after or before the Member has provided adequate notice of withdrawal in accordance with this Section 4 of Article VIII shall be deemed an involuntary withdrawal.

Section 5. Withdrawal Obligations.

Upon withdrawal from the JHP, the withdrawing Member shall be entitled upon application to the Fiscal Agent or its designee to recover its contributions to its Member Reserve Fund, less any and all applicable expenses attributable to the Member's sponsorship of its benefit program through the JHP along with its proportionate share of interest earned on such contributions which are not encumbered for the payment of its share of Program costs. The Fiscal Agent shall distribute from the withdrawing Member's Reserve Fund any excess contributions and interest found in the withdrawing Member's Reserve Fund not earlier than ninety (90) days, and not later than one hundred eighty (180) days, following the payment of all Run-out claims and other expenses of the withdrawing Member and receipt of the withdrawing Member's application for those moneys.

All claims submitted by Covered Persons of the withdrawing Member after recovery of funds pursuant to this Section shall be exclusively the liability of the withdrawing Member, and the withdrawing Member specifically agrees to these provisions by execution of this Agreement. The withdrawing Member also specifically waives all claims and rights against the Operating Fund, the Large Claims Reimbursement Program or any other funds established by the Board of Directors, and the JHP as a result of claims filed after such recovery of funds.

No funds contributed at any time to the Large Claims Reimbursement Program by the Member considered to have withdrawn from the JHP shall be refunded to the Member unless such funds are found to have been deposited to the Large Claims Reimbursement Program in error.

Section 6. Deficit Repayment.

If a Member elects to withdraw, or invokes an involuntary withdrawal, from the JHP and is in deficit to the Program, said Member shall be responsible to the JHP for the total deficit found in the Member's Reserve Fund at the effective date of the Member's termination from the JHP. Further, in addition to the repayment of said deficit, such Member shall be responsible to fund any and all Run-out claims still pending and incurred prior to the effective date of the Member's voluntary or involuntary withdrawal and all administrative expenses applicable to that Member's program during the period for which Run-out claims shall be paid.

Any such deficit shall be paid to the JHP by the withdrawing Member within ninety (90) days of the effective date of withdrawal.

ARTICLE IX
TERMINATION

Section 1. Discontinuation of the Program.

In the event that two-thirds (2/3) of the governing bodies of the Members, by duly adopted resolutions, determine that this Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following receipt of certified copies of those resolutions, to determine the date upon which this Agreement and the activities and operations of the JHP shall terminate and to make recommendations to the Members with respect to matters which must be resolved upon termination of the JHP, which are not otherwise addressed by this Agreement.

Section 2. Operating Fund Termination.

The Operating Fund shall be maintained by the Fiscal Agent or its designee until the date at which time all operations of the JHP are concluded. Any legitimate expenses of the consortium prior to its actual termination shall be paid from the Operating Fund.

Section 3. Reserve Fund Termination.

Upon the conclusion of the business operations of the JHP, any moneys found on deposit in Member Reserve Funds shall be transferred to the respective Members in the amount each contributed to that Fund, plus that Member's allocable share of any investment earnings on that amount following the satisfaction of a Member's liability for Run-out claims and administrative expenses.

Claims accruing prior to the date of termination (Run-out claims) shall be paid on behalf of the Members from each Member's Reserve Fund by the Fiscal Agent for a period of no more than ninety (90) days from the effective date of termination, or until the Member's Reserve Fund is depleted, whichever shall first occur, unless the Member is found by the Board of Directors to have transferred its liability for Run-out claims to the JHP. Thereafter, the Fiscal Agent shall distribute to each Member the difference between its contributions to the Reserve Fund and the total of:

A. All claims paid to the Covered Persons of that Member, and

B. That Member's share of all fees paid for services to the Third-Party Administrators and any other administrative costs for the Program.

Upon disbursement of any moneys found in the Reserve Fund to the Members, all further claims of Covered Persons shall be the liability of their employing Member and the Members shall be deemed to have waived all rights and claims against the JHP, any Third-Party Administrators, the Fiscal Agent or its designee.

Section 4. Large Claims Reimbursement Program Fund Termination.

Upon termination of the JHP, the Large Claims Reimbursement Program shall be maintained by the Fiscal Agent or its designee and claims otherwise eligible for reimbursement to Members by the Large Claims Reimbursement Program shall be reimbursed to Members from the Large Claims Reimbursement Program during the period for which Run-out claims are paid by the JHP, but not for more than six (6) months. The Large Claims Reimbursement Program shall receive its allocable share of investment earnings on its funds until such time as the Large Claims Reimbursement Program is terminated by a distribution of its assets.

The distribution of assets from the Large Claims Reimbursement Program shall be as follows:

A. Reimbursement to Members for claims that otherwise exceed the limit established by the Member for its liability under the program sponsored by the Member for its Covered Persons, where the Member has been found to have timely made all of its required contributions to the Large Claims Reimbursement Program,

B. Reimbursement for the Run-out claims of a Member's Covered Persons where the Member has by authorization from the Board of Directors transferred its liability for Run-out claims to the Large Claims Reimbursement Program,

C. The payment of any proper administrative expenses incurred in connection with the termination activities of the Large Claims Reimbursement Program,

D. Fifty percent (50%) of the remainder of such funds found in the Large Claims Reimbursement Program after the legitimate conclusion of its business on behalf of the JHP under this Article IX, Section 4 (A), (B) and (C) above shall be paid on a proportionate basis to the Third-Party administrators, the Fiscal Agent, or its designees, consultants, accountants, Actuaries, lawyers and any other authorized agents, in consideration to the disruption of their business by the termination of the business of the JHP. Such distribution from the Large Claim Reimbursement Program under this Article IX Section 4(D) shall not be made on a proportionate basis in respect of any Reinsurance or other insurance obtained by the Board of Directors or the Members, and shall not include insurance company premiums paid on behalf of Members, and shall not include the fees paid to brokers or consultants employed directly by the Members and charged directly to Members in support of their program.

E. After satisfying the provisions of Article IX Section 4 (A), (B), (C), and (D), the remaining funds shall thereafter be distributed proportionately to all Members, fully participating in the benefits and programs of the Jefferson Health Plan and not to those employers who are otherwise accessing the benefits offered through the Large Claims Reimbursement Program, who remained fully participating Members of the JHP for the thirty-six (36) month period prior to and including the action by the Board of Directors or the Assembly to terminate the operations of the JHP. Any Member who had been deemed to have voluntarily or involuntarily withdrawn from the JHP prior to the action by the Board or the Assembly shall be excluded from the distribution of such funds from the Large Claims Reimbursement Program. Further, any Member found to be in deficit to the consortium as of the date the action is taken to terminate the operation of the JHP shall be excluded from the distribution of funds from the Large Claims Reimbursement Program under this Article IX, Section 4 (E), as would be the case with any Member found to have submitted a notice of termination from the JHP prior to the action of the Board or the Assembly to terminate the operations of the JHP, whether or not the effective date of the Member's termination was after the effective date of the termination of the JHP.

Section 5. Other Funds of the JHP.

The Board of Directors in its sole discretion shall determine the distribution of any other funds held by the JHP at its termination.

ARTICLE X
MISCELLANEOUS

Section 1. Governing Law and Forum Selection.

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. If federal diversity jurisdiction can be established under 28 U.S.C. Section 1332, any and all actions or proceedings arising out of this Agreement or membership in the Jefferson Health Plan must be brought only in the United States District Court for the Southern District of Ohio. If no federal subject matter jurisdiction exists, any and all actions or proceedings arising out of this Agreement or membership in the Jefferson Health Plan must be brought in the Court of Common Pleas of Jefferson County, Ohio. Each party hereby submits to the exclusive jurisdiction of those courts identified herein for purposes of any such action or proceeding.

Section 2. Enabling Action by Members.

If any action requiring the vote, consent or approval of any or all Members is determined in order to make permissible or lawful any action or actions contemplated by this Agreement, each Member will vote for such action.

Section 3. Counterparts.

This Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all counterparts taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Agreement as to the parties, and may be used in lieu of the original document for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

Section 4. Severability.

The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

Section 5. Captions.

All captions used in this Agreement are for convenience of reference only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provision of this Agreement.

Section 6. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto in respect of the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous agreements between the parties hereto in respect of this subject matter of this Agreement.

Section 7. Pronouns.

All pronouns and any variations thereof used in any part of this Agreement to refer to any person or person shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 8. Amendments.

This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon approval of the modification, amendment, or supplement by the written agreement of at least two-thirds (2/3) of the representatives of Members. The JHP, through the Board of Directors, may require that Members provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section.

Section 9. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as provided herein, but not prior to an initial term of at least twelve (12) months of participation.

Section 10. Other Instruments.

The Members agree to execute such further instruments and to take such further action or actions as may be required and necessary to carry out the provisions of this Agreement.

Section 11. Notices, Reports, Miscellaneous.

Any notice to a Member shall be deemed given if given in writing and left at the office of the representative of such Member or deposited in the United States mail, postage prepaid, by registered mail addressed to that representative.

Section 12. Infrastructure Lending Authority.

In addition to all powers given to it under other provisions of this Agreement, the JHP shall have all of the powers of a Council of Governments under Chapter 167 of the Ohio Revised Code, including the following powers that are specifically delegated to the JHP pursuant to Division (C) of Section 167.03 of the Ohio Revised Code.

A. To enter into contracts with one or more Members under Section 3313.92 of the Ohio Revised Code ("3313.92 Contracts") for the joint acquisition, construction, or improvement of any building, structure or facility benefitting said Member or said Members of the JHP, to provide for the operation and maintenance of such a building, structure, or facility and to allocate the costs thereof pursuant to such a 3313.92 contract.

B. To transfer funds from the Large Claims Reimbursement Program pursuant to Section 5, Division D of this Agreement, for the purpose of advancing or paying some or all of the capital or operating costs of a facility acquired pursuant to a 3313.92 contract.

C. To exercise all powers of a Board of Education to the extent necessary to carry out the JHP's obligations under a 3313.92 contract, including powers related to the acquisition and financings of such facilities.

D. To plan for obtaining and operating one or more facilities pursuant to one or more 3313.92 Contracts for the benefit of one or more Members of the JHP.

The Member warrants to the Board of Directors, the Fiscal Agent and others that the undersigned has full authority to enter into this Agreement for and on behalf of the Member effective on the Commencement Date listed herein, and any separate legislation necessary to authorize this contract or to authorize the agent to sign this contract on behalf of Member has been appropriately enacted, and it shall not be the obligation of the Board of Directors, the Fiscal Agent or any others to determine the authority of the signatory to this Agreement.

IN WITNESS WHEREOF, the undersigned representative of the respective Member Organization, pursuant to the duly adopted authorizing resolutions of its governing bodies, together with an authorized representative of the Jefferson Health Plan have caused this Agreement to be executed on the date indicated below by their respective signatures.

____

Name of Member Organization

_________________________ ______________________________

Date Authorized Representative of Member

Date	Treasurer or Fiscal Officer of Member
Date	The Jefferson Health Plan Representative

Jefferson
HEALTH PLAN

Proposal

for

City of Oxford

Effective: 01/01/2024 through 12/31/2024

10/26/2023

Jefferson
HEALTH PLAN

City of Oxford

Funding Factors - Composite (Medical + Drug)
Effective: 01/01/2024 through 12/31/2024

Cost Component Detail

Cost Components	Enrollment	JHP Composite Funding Factor	Monthly Accruals	(12 month) Annual Accruals
Forecasted Claims (less claims over LCRP Ded)		$1,247.73	$149,727.60	$1,796,731.25
TPA Admin & Network Access Fee		$35.32	$4,238.40	$50,860.80
JHP Admin Fee		$18.50	$2,220.00	$26,640.00
JHP LCRP Fee		$378.30	$45,396.00	$544,752.00
Aggregate Fee		$9.00	$1,080.00	$12,960.00
Broker Commission		$0.00	$0.00	$0.00
Total	**120**	**$1,688.85**	**$202,662.00**	**$2,431,944.05**

Notes/Requirements:

Funding factors are subject to Large Claim Disclosure and acceptance by The Jefferson Health Plan's stop loss insurance carrier.
JHP reserves the right to re-evaluate and, if necessary, change the factors if enrollment changes more than +/- 10%, overall or within any given product.
JHP reserves the right to re-evaluate and, if necessary, change the factors upon discovery of policyholder's error or omission of any required and relevant information.
Funding factors are subject to change based upon required receipt of updated claims and large claim data incurred and paid through 10/31/2023.
Funding factors are subject to change based upon required receipt of updated Precertification, Pend/Payable, Case Notes, and Trigger Diagnosis Reporting through 10/31/2023.
Funding factors exclude broker commission.
Funding factors are subject to change due to modifications in federal, state, or other applicable law or rules to include mandates to benefits and/or taxes and fees.
Funding factors assume no retirees are covered on the plan.
Funding factors are based on the current plan designs and are subject to change if plan design changes are made. Benefits are subject to TPA and PBM approval.
Funding factors include LCRP Coverage (Medical + Drug) assuming: $75,000 LCRP Deductible (per covered member) and LCRP Contract Basis of 18/6.
Funding factors include Aggregate Coverage (Medical + Drug) assuming: 125% Aggregate Corridor, Aggregate Contract Basis of 6/6, Aggregate Benefit Maximum of $1,000,000, Minimum Aggregate Deductible of $2,245,914.06 and a Composite Aggregate Factor of $1,559.66 PEPM.
Contract Basis is being aligned with the overall Jefferson Health Plan Large Claim Reimbursement Program fiscal cycle, which runs July thru June.
No laser policy applies.
Funding factors assume Allied as TPA utilizing the Aetna PPO network and ARORx PBM. Standard rates are assumed and may vary if changes are made.
Proposal contingent upon final confirmation from Allied and AroRx.

Rate/plan approval:

____ ________________
Signature of Member Group Representative Date

10/26/2023

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	12/11/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	A Resolution Authorizing the Donation of $15,000.00 of American Rescue Plan Funds to the Talawanda Oxford Pantry and Social Services (TOPSS) to be Used to Provide a Seasonal Cold Shelter (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	$15,000
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:

The TOPSS organization requests $15,000 in ARPA funds to facilitate a seasonal cold shelter. This operation will be from December 2023 to Februar y 2024 and they anticipate providing short-term hotel stays for 8-10 families. They will work with the Family Resource Center to offer case management services and seek to find longer term housing solutions for these families.

Their proposal is attached.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE DONATION OF FIFTEEN THOUSAND DOLLARS OF AMERICAN RESCUE PLAN FUNDS TO THE TALAWANDA OXFORD PANTRY AND SOCIAL SERVICES (TOPSS) TO BE USED TO PROVIDE A SEASONAL COLD SHELTER.

WHEREAS, The Oxford Comprehensive Plan has a goal of a Connected, Livable and Equitable Community for All and objective C2 to expand and improve access to community and social services; and

WHEREAS, an allowable use of American Rescue Plan (ARPA) funds is to assist with basic needs such as housing and shelter; and

WHEREAS, the City of Oxford is currently experiencing winter conditions, with temperatures dropping to dangerously low levels, posing a severe threat to the health and well-being of vulnerable individuals; and

WHEREAS, there exists a pressing need for a safe and warm refuge for those experiencing homelessness or living in inadequate housing, especially during the winter months;

WHEREAS, the proposed cold shelter project will be managed by TOPSS and provide temporary housing, warmth, and basic necessities to those in need; and

WHEREAS, the City Manager and the Assistant City Manager recommend Council authorize the donation of fifteen thousand dollars ($15,000) of ARPA funds to TOPSS which shall be used to provide a Cold Shelter program including case management services to assist shelter users connect to resources and support as set forth in Exhibit "A" attached hereto.

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

SECTION 1: Council accepts the recommendation of the City Manager and hereby authorizes the donation of fifteen thousand dollars ($15,000) ARPA funds to TOPSS which shall be used to provide a Cold Shelter program including case management services to assist shelter users connect to resources and support as set forth in Exhibit "A" attached hereto.

SECTION 2: Council further finds that said donation will promote and protect the public health, safety, and welfare of the Oxford community.

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

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

Talawanda Oxford Pantry & Social Services
5445 College Corner Pike, Oxford, Ohio 45056
Phone No: 513-523-3851
www.topss.org

Emergency Winter Shelter Proposal for The City of Oxford

Presented by Nicola Rodrigues (FRC) and Sherry Martin (TOPSS)

Executive Summary

TOPSS & FRC are jointly proposing an Emergency Winter Shelter Program to address the critical need for shelter among certain individuals and families in Oxford during the harsh winter months of December to February. We request a grant of $15,000 to provide temporary, emergency accommodation, basic necessities, and operational support. This initiative will offer a lifeline to 8-10 individuals or families, ensuring their safety and well-being during the winter. The program will prioritize those most in need, ensuring every effort is made to secure long-term housing solutions or alternate shelter options first.

Background and Need

The City of Oxford faces a pressing challenge each winter: the rise in homelessness and the lack of adequate shelter. The harsh winter conditions pose a severe risk to those without a home, making emergency shelter a necessity rather than a luxury. Our proposal addresses this urgent need by providing immediate, temporary protection and support services.

Project Description

1. Hotel Accommodation ($10,000):
   - Provision of hotel rooms for 8-10 individuals or families.
   - Rooms will be equipped with essential amenities, including heating and a microwave.
   - Hotel stays will be limited to two weeks or extended based on client progress and weather conditions.
2. Basic Needs Support ($2,500):
   - Food: Specially tailored for microwave use, addressing the unique access and dietary requirements.
   - Personal Hygiene: Supply of necessary items not provided by hotels.
   - Laundry: Vouchers for laundry services to maintain personal cleanliness and dignity.
3. Operational Support ($2,500):
   - Staffing: Coordination and management of the program.
   - Logistics: Transportation for clients and delivery of supplies.

Impact and Benefits

The Emergency Winter Shelter Program will provide immediate protection from winter elements, improving the health and safety of Oxford's most vulnerable residents. By addressing basic needs and facilitating access to services, we will alleviate immediate suffering and assist in the longer-term goal of finding stable housing solutions. This initiative will also reduce the burden on other community services and enhance community welfare.

Conclusion and Call to Action

We urge the Oxford City Council to support this vital initiative. Your contribution will provide more than just shelter; it will offer hope and a pathway to stability for those in dire need during Oxford's coldest months. Thank you for your consideration.

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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Douglas Elliott
DATE PREPARED:	12/1/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	An Ordinance Limiting the Number of Non-Medical Cannabis Dispensary Licenses to Two in the City of Oxford and Designating the Location for These Two Non-Medical Cannabis Dispensaries. (Douglas Elliott, City Manager)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

A majority of Ohio voters (57%) approved Issue 2 on the November 2023 ballot to legalize the possession and use of marijuana by individuals age 21 and over. In Oxford Issue 2 passed with 68.15% voting yes and 31.85% voting no. The initiated statute became effective December 7, 2023. However, it may be amended by the state legislature. The newly created Division of Cannabis Control within the Ohio Department of Commerce has nine months to complete rulemaking and licensing processes for non-medical cannabis. Sales of non-medical cannabis may not begin until licenses are issued and facilities are certified. The proposed ordinance limits the number of non-medical cannabis dispensaries in Oxford to two and states that the locations will be at the current existing medical marijuana dispensaries. Under the initiated statute, medical marijuana facilities will receive a non-medical marijuana dispensary license. Both locations have expressed interest in the recreational cannabis dispensary license. If either business chooses not to accept the non-medical marijuana dispensary license, then City Council can determine another location outside of the Uptown Business District.

ORDINANCE NO.

AN ORDINANCE LIMITING THE NUMBER OF NON-MEDICAL CANNABIS DISPENSARY LICENSES TO TWO IN THE CITY OF OXFORD AND DESIGNATING THE LOCATION FOR THESE TWO NON-MEDICAL CANNABIS DISPENSARIES AT THE CURRENT EXISTING LOCATIONS FOR THE TWO MEDICAL CANNABIS DISPENSARIES.

WHEREAS, a majority of Ohio voters approved Issue 2 on the November 2023 ballot to legalize the possession and use of marijuana by individuals age 21 and over, and

WHEREAS, the initiated statute provides for the sale of marijuana by state-license dispensaries to individuals age 21 and over, and

WHEREAS, the new Division of Cannabis Control within the Ohio Department of Commerce has nine months from the effective date of the election to adopt rules necessary to implement the initiated statute, and

WHEREAS, the initiated statute permits a municipality to limit or prohibit the number of adult use cannabis operators, and

WHEREAS, the initiated statute provides that each current medical marijuana dispensary will receive a non-medical cannabis dispensary license.

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

SECTION 1: The number of non-medical cannabis dispensary licenses permitted in the City of Oxford will be 2.

SECTION 2: The designated locations for these two non-medical cannabis dispensaries will be at the current existing locations for the two medical cannabis dispensaries at 3620 Southpointe Parkway and 5280 College Corner Pike.

SECTION 3: No other non-medical cannabis dispensaries will be permitted in the City of Oxford.

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

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MAYOR

ADOPTED:

ATTEST:

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Clerk of Oxford City Council

INTRODUCED BY:

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:	Douglas Elliott
DATE PREPARED:	12/8/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	An Ordinance to Amend Ordinance No. 3689 Regulating the Rates and Charges to be Charged and Collected and the Services to be Rendered by Glenwood Energy of Oxford, Inc., Its Successors, and Assigns for Gas and Gas Service Furnished to All of its Customers Within the Corporate Limits of the City of Oxford During the Period Ending October 31, 2025, by Authorizing Glenwood Energy of Oxford, Inc. to add a City Border Station Upgrade Rider. (Douglas Elliott, City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The City received a letter on July 31, 2023 from Glenwood Energy regarding upgrades to the Oxford City Border Station. A follow up letter was received on November 8, 2023 with estimated project costs. The estimated costs to the City are $225,061. Glenwood Energy is seeking a Special Rider to recover these costs. The rider is based on a 3 year average annual Thru Put of 382,494 MCF. The proposed two year Special Rider rate is $0.2942 per MCF. Glenwood energy will provide periodic (semi-annual) updates and true up with this new rider to the City. This legislation for the two year Special Rider amends Ordinance No. 3689 which established the rates and charges rendered by Glenwood Energy for providing natural gas service in Oxford.

Glenwood Energy will also make adjustments to the Percent of Income Payment Plan (PIPP), Uncollectible Expense, and Utility Pipeline Tax Riders which are subject to PUCO jurisdiction and regulation. The total of these three rider adjustments would increase from $0.3007 to $0.3252 per MCF (an 8.15% increase).

The total impact of these changes for a consumer utilizing 100 MCF of natural gas is $31.97 per year or $2.67 per month. (MCF = 1,000 cubic feet)

In Oxford, according to the 2017-2021 ACS, there are 6,170 occupied housing units. Of these, 3069 units (with a margin of error of 482 +/-) use utility gas (natural gas) for home heating.

ORDINANCE NO.

AN ORDINANCE TO AMEND ORDINANCE NO. 3689 REGULATING THE RATES AND CHARGES TO BE CHARGED AND COLLECTED AND THE SERVICES TO BE RENDERED BY GLENWOOD ENERGY OF OXFORD, INC., ITS SUCCESSORS, AND ASSIGNS FOR GAS AND GAS SERVICE FURNISHED TO ALL OF ITS CUSTOMERS WITHIN THE CORPORATE LIMITS OF THE CITY OF OXFORD DURING THE PERIOD ENDING OCTOBER 31, 2025 BY AUTHORIZING GLENWOOD ENERGY OF OXFORD, INC. TO ADD A CITY BORDER STATION UPGRADE RIDER.

WHEREAS, Glenwood Energy has notified the City of its plan to upgrade the City Border Station with Duke Energy, and

WHEREAS, Glenwood Energy is entitled to recover the cost of said upgrade through a special rider.

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

SECTION 1: On September 6, 2022, Council of the City of Oxford adopted Ordinance No. 3689 regulating the rates and charges to be charged and collected by Glenwood Energy of Oxford, Inc. (the "Company") for gas service furnished to customers within the City of Oxford for the period ending October 31, 2025.

SECTION 2: Ordinance No. 3689 shall be amended by adding Section 1.7.b:

City Border Station Upgrade Rider. In addition to all other rates and charges set forth in this section, all gas consumed shall be subject to a City Border Station Upgrade Rider of $0.2942 per McF of gas delivered to recover the actual costs incurred by the Company, including the actual carrying costs, associated with the City Border Station Upgrade. This City Border Station Upgrade Rider shall be in effect with bills rendered on or after March 1, 2024 and remain in effect ~~through the bills for the monthly service period ending October 31, 2025 or~~ until the costs are fully recovered~~, whichever first occurs~~. This City Border Station Upgrade Rider shall be the exclusive mechanism for recovery of the costs associated with the Upgrade, and the company shall not be entitled to include said costs in the revenue requirement used to determine rates and charges in any subsequent City rate ordinance or any proceeding before the PUCO.

SECTION 3: The amendment adopted by this ordinance shall have no effect on any other provisions of Ordinance No. 3689, all of which shall remain in force and effect.

SECTION 4: If the Company accepts this ordinance, the Company shall file a written acceptance of this ordinance with the Clerk of the City within thirty (30) days after its passage by Council and this ordinance shall constitute a contract between the City and the Company. If the Company does not accept this ordinance, the Company shall file a complaint and appeal from this ordinance with the PUCO pursuant to Section 4909.34, ORC, within (30) days after its passage. If the Company does not file a written acceptance of this ordinance with the Clerk of the City within thirty (30) days after its passage and does not file a complaint and appeal from this ordinance with the PUCO within (30) days after its passage by Council, the Company shall be deemed to have accepted this ordinance and shall be bound by its terms as if it had filed a written acceptance.

SECTION 5: This ordinance shall take effect at the earliest time allowed by law.

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Mayor

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: 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:	Heidi Hill
DATE PREPARED:	11/29/2023
COUNCIL MEETING DATE:	December 19, 2023
AGENDA TITLE:	An Ordinance Amending Ordinance No. 3697 Supplemental Budget Ordinance Number 8 to Make Supplemental Appropriations for Fiscal Year 2023. (Heidi Hill, Finance Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

Issue 1

To make adjustment to budgeted expenditures for Employee Benefit Fund

Action Needed:

Revenue Side -

Expense Side

Employee Benefit Fund (230) 478,000.00

Net Effect on Fund Balance/(s) Increase/(Decrease) (478,000.00)

Issue 2

To make adjustment to budgeted revenue for Property Taxes

Action Needed:

Revenue Side	-
General Fund (110)	29,555.00
Expense Side	-
Net Effect on Fund Balance/(s) Increase/(Decrease)	29,555.00

Issue 3
To make adjustment to budgeted revenue for Income Taxes

Action Needed:

Revenue Side	-
General Fund (110)	775,000.00
Fire & EMS Fund (418)	80,000.00
Expense Side	
Net Effect on Fund Balance/(s) Increase/(Decrease)	855,000.00

Issue 4
To make adjustment to budgeted revenue and expenditures for the transfer of funds from the General Fund to Parking Improvement Fund

Action Needed:

Revenue Side	
Parking Improvement Fund (142)	350,000.00
Expense Side	
General Fund (110)	350,000.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	-

Issue 5
To make adjustment to budgeted revenue and expenditures for the transfer of funds from the General Fund to Capital Equipment Fund & Capital Improvement Fund

Action Needed:

Revenue Side

Capital Equipment Fund (140)	468,750.00
Capital Improvement Fund (141)	781,250.00

Expense Side

General Fund (110)	468,750.00
General Fund (110)	781,250.00

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

Issue 6
To make adjustment to budgeted revenue and expenditures for the transfer of funds from the Water Fund to Water Improvement Fund

Action Needed:

Revenue Side -

Water Improvement Fund (322) 80,000.00

Expense Side

Water Fund (321) 80,000.00

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

Issue 7
To make adjustment to budgeted revenue and expenditures for the transfer of funds from the Wastewater Fund to Wastewater Capital Improvement Fund

Action Needed:

Revenue Side

Wastewater Capital Improvement Fund (332) 180,000.00

Expense Side

Wastewater Fund (331) 180,000.00

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

Issue 8
To make adjustment to budgeted revenue and expenditures for training grant

Action Needed:

Revenue Side

General Fund (110)	36,000.00
Expense Side	
General Fund (110)	36,000.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	-
General Fund (110)	(795,445.00)
Parking Improvement Fund (142)	350,000.00
Capital Equipment Fund (140)	468,750.00
Capital improvement Fund (141)	781,250.00
Employee Benefit Fund (230)	(390,000.00)
Water Fund (321)	(80,000.00)
Water Improvement Fund (322)	80,000.00
Wastewater Fund (331)	(180,000.00)
Wastewater Capital Improvement Fund (332)	180,000.00
Fire & EMS Fund (418)	80,000.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	494,555.00

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3697 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 8 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2023.

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

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

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

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

General Fund 110	775,000.00
General Fund 110	29,555.00
General Fund 110	36,000.00
Fire Fund 418	80,000.00

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

Employee Benefit Fund	478,000.00
General Fund 110	350,000.00
General Fund 110	468,750.00
General Fund 110	781,250.00
General Fund 110	36,000.00
Water Fund 321	80,000.00
Wastewater Fund 331	180,000.00

SECTION 4: following transfer(s) be executed:

Transfer from:

General Fund 110	350,000.00
General Fund 110	468,750.00
General Fund 110	781,250.00
Water Fund 321	80,000.00
Wastewater Fund 331	180,000.00

Transfer to:

Parking Improvement Fund 142	350,000.00
Capital Equipment Fund 140	468,750.00
Capital Improvement Fund 141	781,250.00
Water Capital Improvement Fund 322	80,000.00
Wastewater Capital Improvement Fund 332	180,000.00

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

Parking Improvement Fund 142	350,000.00
Capital Equipment Fund 140	468,750.00
Capital Improvement Fund 141	781,250.00
Water Improvement Fund 322	80,000.00
Wastewater Capital Equipment Fund 330	180,000.00

SECTION 6: In all other respects, Ordinance No. 3697 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)