



Agenda

Oxford City Council

Court House

TUESDAY, APRIL 2, 2013

EXECUTIVE SESSION

7:00 P.M.

1. Roll Call. Richard Keebler, Mayor; Ken Bogard, Vice-Mayor; Kevin McKeehan; Bob Blackburn; Kate Rousmaniere; John Harman; Steve Snyder

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

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

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

3. Public Participation.

- A. Presentation - Oxford Kinetics Festival - Kate Currie.
- B. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. 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.

4. Consent Agenda.

- A. Minutes of the March 19, 2013 City Council Meeting. (Mary Ann Eaton, Clerk of Council)



Minutes

- B. Report regarding the March 6, 2013 Environmental Commission Meeting. (Mike Dreisbach, Service Director)



Report

- C. Report regarding the March 12, 2013 Planning Commission Meeting. (Jung-Han Chen, Community Development Director)



Report

- D. A Resolution authorizing the City Manager to enter into a contract with Germain Ford of Columbus, Ohio, for the purchase of a 2013 Police Interceptor SUV and specified installed options at state contract pricing at a cost not to exceed \$39,466.00. (John Detherage, Fire Chief)



Staff Report/Resolution

5. Resolutions.

- 1. A Resolution of Council authorizing the City Manager to enter into a Donation Agreement with Mydears, Inc. (Doug Elliott, City Manager)



Staff Report/Resolution/Agreement

- 2. A Resolution authorizing the City Manager to enter into an information sharing agreement with the Miami University Police Department to enhance the ability to effectively address alleged sex offenses and offenses of violence. (Bob Holzworth, Police Chief)



Staff Report/Resolution/Agreement

3. A Resolution authorizing the City Manager to enter into an Agreement to participate in the Butler County Regional Water Rescue Task Force. (John Detherage, Fire Chief).



Staff Report/Resolution/Agreement

4. A Resolution authorizing the City Manager and the Finance Director to contract with Baird Public Investment Advisors for the management of the City's investable funds. (Joe Newlin, Finance Director).



Staff Report/Resolution

5. A Resolution accepting the proposal and authorizing the City Manager to enter into a five (5) year contract with Cincinnati Bell to provide internet access and local and long distance telephone service to the City building and seven (7) remote sites. (Kim Newton, Assistant to the City Manager).



Staff Report/Resolution

6. A Resolution authorizing the City Manager to enter into a contract with Century Equipment Co. for the purchase of a Toro Groundsmaster 5900 mower Model No. 31598 at state contract pricing at a cost not to exceed \$72,000.00. (Mike Dreisbach, Service Director).



Staff Report/Resolution

7. A Resolution accepting the bid and authorizing the City Manager to enter into a contract with Advanced Concepts, Inc. for the replacement of roof and gutter systems at the Water Treatment Plant and Water Distribution Maintenance facilities at a cost of \$ 91,761.00 plus a contingency amount of ten percent (10%) of the contract price or \$9,176.00 for a total cost not to exceed \$ 100,937.00. (Mike Dreisbach, Service Director).



Staff Report/Resolution

8. A Resolution approving the contract between the City of Oxford, Ohio, and the Non-Commissioned Police Department employees and authorizing the City Manager and the City Law Director to sign the contract on behalf of the City. (Bob Holzworth, Police Chief).



Staff Report/Resolution/Contract

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

A. First Reading.

1. An Ordinance Repealing Oxford Codified Ordinance Section 1143.11 Entitled MU University District, And Adopting New Oxford Codified Ordinance Section 1143.11 Entitled MU University District. (Jung-Han Chen, Community Development Director).



Staff Report/Ordinance

2. An Ordinance Amending Oxford Codified Ordinance Section 1139.02 Entitled Procedure. (Jung-Han Chen, Community Development Director).



Staff Report/Ordinance

B. Second Reading - None.

7. A. Announcements & Communications. 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.

1. Remarks from City Council and City Staff.

- B. Future Meetings. (Note: Meetings will be held at the Court House unless otherwise indicated.)

WED - Apr 3 Historical and Architectural Preservation Commission Meeting 6:00 p.m.

WED - Apr 3 Environmental Commission Meeting 7:00 p.m. Municipal Building

FRI - Apr 5 Student Community Relations Commission Meeting 3:45 p.m. LCNB

TUES - Apr 9 Planning Commission Work Session 6:30 p.m.

TUES - Apr 9 Planning Commission Meeting 7:30 p.m.

THUR - Apr 11 Police Advisory Board 7:00 p.m. Senior Citizens Center

MON - Apr 15 Housing Advisory Commission 7:00 p.m. Municipal Building

TUES - Apr 16 City Council Meeting 7:30 p.m.

WED - Apr 17 Community Relations Commission Meeting 4:30 p.m. Municipal Building

WED - Apr 17 Board of Zoning Appeals Meeting 7:30 p.m.

THUR - Apr 18 Recreation Board Meeting 4:00 p.m. Senior Citizens Center

FRI - Apr 19 Student Community Relations Commission Meeting 3:45 p.m. LCNB

WED - Apr 24 Civil Service Commission Meeting 7:00 p.m.

FRI - Apr 26 Community Improvement Corporation Meeting 12:00 p.m. LCNB

8. Adjourn.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: April 2, 2013

Mary Ann Eaton

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

March 19, 2013

Date Prepared

Agenda Title: A Resolution of Council authorizing the City Manager to enter into a Donation Agreement with Mydears, Inc.

Recommendation: n/a

Discussion:

The owner of the property located at 5228 Hester Road, Oxford, Ohio (former Daily Queen building) has offered to donate the property to the City of Oxford. The donation would remedy the ongoing nuisance issues related to the property and it would settle the Butler County Common Pleas Court Case No. CV 2012 04 1336 and the subsequent counter claim filed by the property owner.

Approved By:

Initial Date

Department Head:

City Manager:

MRE \ 3/24/13

RESOLUTION NO.

A RESOLUTION OF COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT WITH MYDEARS, INC.

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

SECTION 1: The City Manager and the City Law Director recommend City Council authorize the City Manager to enter into a Donation Agreement attached hereto and incorporated herein as Exhibit "A" between the City of Oxford, Ohio and Mydears, Inc. for property located at 5228 Hester Road Oxford, Ohio, more particularly described in the Donation Agreement to settle State of Ohio, ex rel. City of Oxford v. Mydears, Inc., et al. Case No. CV 2012 04 1336.

SECTION 2: City Council hereby accepts the recommendation of the City Manager and the City Law Director and authorizes the City Manager to enter into the Donation Agreement on behalf of the City of Oxford to settle State of Ohio, ex rel. City of Oxford v. Mydears, Inc., et.al. Case No. CV 2012 04 1336.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

DONATION AGREEMENT

MYDEARS, INC., an Ohio Corporation, (the "Donor"), hereby agrees to donate and convey the property described below to CITY OF OXFORD, OHIO (the "Donee"), as in accordance with the terms, covenants, and conditions provided for in this Donation Agreement ("Agreement").

ARTICLE I - THE PROPERTY

1.1 The real property which is the subject of this Agreement is located in Butler County, Ohio, and is described on Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), and additionally including, to the extent that any of the following pertains to the real property described above, all of Donor's interest, if any, in and to the following:

a. all buildings and improvements located on any of the above described real property and all rights, titles and interests of Donor in and to all property abutting any of said real property and in and to all easements, streets and rights-of-way of every character adjoining any of said real property, serving any of said real property, affording ingress and egress thereto, or public or private utility connections thereto, whether said easements, rights-of-way and streets shall be public or private, and all appurtenances, hereditaments, servitudes, rights, ways, permits, privileges, and prescriptions in any way pertaining thereto; and

b. all equipment, fixtures and articles of personal property of every kind, type, nature, and description attached to or used in connection with the operation of the buildings located on said real property including, but not limited to, all materials, boilers, and all plumbing, heating, air conditioning, lighting, electrification, ventilating, and all incinerating equipment, if any; and

c. all assignable contracts and agreements, if any; and

ARTICLE II - PREPARATION FOR CLOSING

2.1 Title Commitment. The Donee may obtain a commitment from First American Title Insurance Company, 409 E. Monument Avenue, Suite 204, Dayton, Ohio 45402 (the "Title Company") to issue the owner's policy of title insurance required herein, (the "Commitment"). The costs related to the Commitment shall be borne by Donee.

2.2 Survey. The Donee shall be responsible for obtaining any survey for the Property (the "Survey"), at Donee's sole cost and expense.

2.3 Objections to Title and Survey. Donee may examine the Commitment and the Survey for a period of ten (10) days following their respective receipt by Donee. During those periods Donee may notify Donor in writing of any objections to title. Donor shall have a reasonable time, not to exceed thirty (30) days following the receipt of any written objections

from Donee, in which to cure same but Donor shall not be obligated to cure same. If Donor does not cure said objections to title within said period, Donee may terminate this Agreement, or Donee may agree to accept title subject to the matters previously objected to.

2.4 Permitted Exceptions. Notwithstanding Section 2.3, the following matters shall constitute "Permitted Exceptions" to title: (i) all matters agreed to in writing by Donee and (ii) all matters of record which the Title Company recites as exceptions to title or which are shown on the Survey, unless otherwise provided herein, if Donee does not make timely written objection, as provided for above, or if such objection is made but Donor does not cure such objected-to items as permitted under Section 2.3 above, or which Donee is deemed to have accepted said exceptions pursuant to Section 2.3 above. Except as expressly provided for herein, the Property is to be conveyed free and clear of all monetary liens and encumbrances created by Donor and not listed on Exhibit B hereto; any such monetary liens and encumbrances affecting the Property created by Donor and not listed on Exhibit B hereto shall not constitute objections to title if released at or prior to closing.

2.5 Examination of Records. Donee is hereby granted the right to review all relevant records pertaining to the Property, and to the extent that the following exist and are in Donor's possession or control, Donor shall deliver to Donee or make available to Donee for its review, copies of the following:

- a. all surveys pertaining to any portion of the Property, any reports, studies, or assessments, in any way relating to the structural or environmental condition of the Property;
- b. all utility records for the year preceding the year of closing and the year of closing and all real property tax statements for the Property for the fiscal tax year prior to the year of closing and to extent available for the fiscal tax year of closing.

Said records shall be made available to Donee on or before five (5) business days after the Effective Date, and in the event such records are not timely provided or, at Donor's option, made available, the Feasibility Period shall be extended, if necessary, so that Donee shall have at least five (5) business days before the end of the Feasibility Period.

2.6 Inspection and Feasibility Study. During the period beginning upon the Effective Date and ending at 5:00 p.m. (local time at the Property) on the date twenty (20) days from the Effective Date (hereinafter referred to as the "**Feasibility Period**"), Donee shall have the right to make a physical inspection of the Property at Donee's sole cost and expense. Donee acknowledges that Donee has had ample opportunity to inspect the Property even prior to the date of this Agreement. Donor shall, upon request of Donee and at Donee's expense, deliver to or make available to Donee copies of any contracts and environmental audits in Donor's possession. Donee understands and agrees that any on-site inspections of the Property shall be conducted upon at least twenty-four (24) hours' prior notice to Donor. Such physical inspection shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Following each entry by Donee with respect to inspections and/or tests on the Property, Donee shall, to the extent of any damage

caused by Donee, restore the Property to a condition which is as near to its original condition as existed prior to any such inspections and/or tests, which obligation shall survive the termination of this Agreement. Donor shall cooperate with Donee in its due diligence but shall not be obligated to incur any liability or expense in connection therewith. Donee indemnifies and agrees to defend and hold harmless Donor from and against any claims, liabilities, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from the inspection of or entry onto the Property by Donee or its agents or contractors, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify, defend and hold harmless Donor shall survive closing or any termination of this Agreement. All inspections shall occur at reasonable times agreed upon by Donor and Donee and, at Donor's option, in the presence of an agent of Donor.

2.7 Termination of Agreement. Donor agrees that in the event Donee determines (such determination to be made in Donee's sole discretion) that the Property is not suitable for its purposes, Donee may terminate this Agreement by giving written notice thereof to Donor prior to the expiration of the Feasibility Period. If Donee gives such notice of termination within the Feasibility Period, this Agreement shall terminate.

2.8 Effect and Survival of Disclaimers.

a. Donor represents and warrants that, as of the date hereof, Donor has all power and authority to enter into the Agreement and to perform the obligations of Donor herein, and that, as of the Closing Date, Donor will have taken all corporate action necessary to consummate the transactions contemplated herein.

b. Donee represents and warrants that as of the date hereof and as of the Closing Date, Donee has taken all action necessary to enter into this Agreement and to perform the obligations of Donee herein and to consummate the transactions contemplated herein.

c. The foregoing representations and warranties shall be true and correct as of the Closing Date, the Closing being conditioned upon the truth and accuracy of said representations and warranties.

ARTICLE III - THE CLOSING

3.1. The Closing. All funds, documents, and other items required herein shall be delivered to the offices of the Title Company on or before five o'clock p.m., ten (10) business days after the expiration of the Feasibility Period, subject to extension by Donor by up to 30 days to cure title objections which Donor is entitled to cure pursuant to Section 2.3, provided that in any event, the Closing Date shall occur no later than March 31, 2013 (the "**Closing Date**").

3.2 Donee's Responsibilities. At the closing, Donee shall deliver to Donor at Donee's expense:

a. Evidence of its capacity and authority to close this transaction, and all

other documents necessary for the closing.

3.3. Donor's Responsibilities. At closing, Donor shall deliver to Donee at Donor's expense:

a. A duly executed and acknowledged Fiduciary Deed conveying good and indefeasible title in fee simple to the Property, free and clear of any and all liens, except for liens expressly provided for herein, if any, and free and clear of any and all encumbrances, conditions, easements, assessments, reservations, and restrictions, except for Permitted Exceptions;

b. Possession of the Property, together with all improvements thereon (including any keys in Donor's possession);

c. A quit claim bill of sale conveying all personal property described herein as part of the Property;

d. Evidence of its capacity and authority to close this transaction, and all other documents necessary for the closing, including the provision of normal and customary affidavits and evidence of authority required by the Title Company in order to issue its Title Policy; provided that such documents, affidavits and evidence shall not expand the liability or obligations of Donor beyond that otherwise required under this Agreement.

e. Evidence that real estate taxes and assessments to the date of closing have been paid.

3.4 Conditions Precedent to Obligation of Donee. The obligation of Donee to consummate the transactions hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Donee in its sole discretion:

a. Donor shall timely deliver to Donee (or the Title Company in escrow) all of the items required to be delivered by Donor to Donee pursuant to the terms of this Agreement.

b. The representations and warranties of Donor contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

3.5. Conditions Precedent to Obligation of Donor. The obligation of Donor to consummate the transactions hereunder shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which, may be waived by Donor in its sole discretion:

a. Donee shall have delivered to Donor (or the Title Company, in escrow) all of the items required to be delivered to Donor pursuant to the terms of this Agreement,

including but not limited to, those provided for in Section 3.2.

b. The representations and warranties of Donee contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

3.6. Expenses. Costs of closing shall be allocated as follows:

a. **Donor's Expenses.** The costs of releasing existing loans, recording the releases, costs of preparation of the deed and Donor's attorney's fees shall be the expense of Donor.

b. **Donee's Expenses.** All other expenses of closing, including without limitation, all expenses related to the survey, transfer fees and taxes, recording fees, Donee's attorney's fees, and any other expenses not stipulated herein to be paid by Donor under the provisions of this contract, shall be the expense of Donee.

c. **Prorations.** Taxes and installments of assessments payable in installments shall be prorated for 2013.

d. **Taxes.** Donor shall pay all taxes due on the Property for years previous to 2013 and those taxes due up to the Closing Date.

e. **Utilities.** Donee and Donor shall cooperate in connection with the transfer of utility accounts from Donee to Donor, so as to avoid any interruption of utility service to the Property, it being the intention that all utility accounts be read as of the date of closing, and Donor shall have the right to the return of any deposits held by the provider of any utility service to the Property. In the event that the meters are not read as of the date of closing, both Donee and Donor undertake to complete the transfer of utility accounts as soon as possible after closing, it being understood that such transfer should be completed not later than seven (7) days following closing, and Donor shall pay its pro rata share of any utility bills which include periods after the Closing Date. This provision shall survive the closing.

f. **Commission.** Donor and Donee each represent and warrant to one another that no real estate broker or agent is entitled to any commission with respect to the transfer herein contemplated.

ARTICLE IV - DEFAULT

4.1 If Donee fails to close as contemplated herein, Donor may terminate this Agreement. If Donor fails to close as contemplated herein, Donee may terminate this Agreement. Notwithstanding termination of this Agreement, those obligations and/or liabilities that expressly survive termination shall continue.

ARTICLE V - MISCELLANEOUS

5.1 Personal Property. Donor agrees that it has twenty (20) days from the Closing Date to remove any and all personal property from the Property. Any belongings that remain on the Property after twenty (20) days shall belong to Donee unless specifically agreed to otherwise in writing.

5.2 Use of Property. Upon signing this Agreement, Donee owns all rights in the Property and can use and/or hold the Property as it deems fit and/or necessary. If Donee sells the Property, the proceeds shall be used to reimburse Donee for the cost of demolition of the building, removal of asphalt and restoration of land in an amount not to exceed \$10,000.00 and the remainder of the proceeds shall be donated to a charitable organization of Donee's choosing serving the City of Oxford community such as, but not limited to, the Oxford Community Foundation or an affiliated charity.

5.3 Time for Performance. If the Closing Date or the final date for any notice or action required, permitted, or otherwise provided for by this Agreement falls on a weekend or a holiday for which the title company is closed for business, the date shall be extended until five o'clock p.m. on the first business day thereafter.

5.4 Construction. The captions used in this Agreement are for convenience only, do not constitute a part of the Agreement, and shall have no effect upon the construction or interpretation of any term, covenant, or condition herein.

5.5 Notices. Any notice to be given or information to be delivered to any party hereto in connection with this Agreement may be given by messenger or by certified or registered mail and shall be deemed to have been given and received upon deposit of a certified or registered letter containing such notice, properly addressed, with postage prepaid in the United States mail or, if given by messenger, when delivered to the parties hereto at the address or facsimile number provided on the signature page of this Agreement.

5.6 Survival. This Agreement shall not survive the closing and shall be merged into the execution and delivery of the deed and shall not survive the termination hereof, except those provisions herein which expressly state that they survive the closing or termination as the case maybe.

5.7 Termination of Agreement. It is understood and agreed that if either Donee or Donor terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Donor and Donee from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

5.8 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is signed (the "Effective Date").

5.9 Time of Essence. Time is of the essence to both Donor and Donee in the

performance of this Agreement, and they have agreed that strict compliance by both of them is required as to any date and/or time set forth herein.

5.10 Entire Agreement. This Donation Agreement sets forth all agreements between Donee and Donor relative to the Property. All prior negotiations and agreements are merged herein, and no subsequent agreement relative to the subject matter hereof shall be binding unless reduced to a writing signed by the party to be bound.

5.11 Disputes. All claims or issues arising out of this Agreement shall be subject to the laws of the State of Ohio and shall be addressed in a court of competent jurisdiction in Butler County, Ohio.

5.12 Mutual Release. In consideration of the promises and mutual covenants contained herein, the parties have agreed as follows:

1. Donor does hereby release, acquit, forever discharge and agree to hold harmless Donee, their past, present and future officers, directors, employees, agents, executives, insurers, successors and predecessors in interest, affiliated companies and assigns, from any and all claims, demands, actions, causes of actions or suits of any kind or nature whatsoever, future or present, and particularly on account of all issues, known and unknown, both to person and property, which have resulted or may in the future develop as a result of the respective pleadings filed by these parties in *State of Ohio, ex rel. City of Oxford v. Mydears, Inc., et al.*

2. Donee does hereby release, acquit, forever discharge Donor, their past present and future officers, directors, employees, agents, executives, insurers, successors and predecessors in interest, affiliated companies and assigns, from any and all claims, demands, actions, causes of actions or suits of any kind or nature whatsoever, future or present, and particularly on account of all issues, known and unknown, both to person and property, which have resulted or may in the future develop as a result of the respective pleadings filed by these parties in *State of Ohio, ex rel. City of Oxford v. Mydears, Inc., et al.*

Executed by Donee this ____ day of March, 2013.

DONEE: THE CITY OF OXFORD, OHIO

Signed: _____

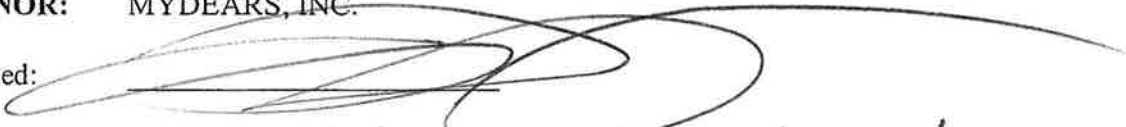
Name: Douglas R. Elliott, Jr.

Title: City Manager

Address: 101 E. High Street
Oxford, OH 45056

Executed by Donor this 19 day of March, 2013.

DONOR: MYDEARS, INC.

Signed: 

Name:

C. S. Shoket DOA Mydears Inc.

Title:

owner of DOA

Address:

P.O. Box 367
West College Corner, IN 47003

c/o Carl D. Ferris, Esq.
Statutory Agent
225 Court Street
P.O. Box 541
Oxford, OH 45011

with a copy to:

Altick & Corwin Co., L.P.A.
Stephen M. McHugh, Esq.
One South Main St. Suite 1590
Dayton, OH 45402

This instrument was prepared by:
Stephen M. McHugh, Esq.
Altick & Corwin Co., L.P.A.
One South Main Street, Suite 1590
Dayton, Ohio 45402
(937) 223-1201



First American

First American Title Insurance Company
409 E. Monument Ave., Suite 204
Dayton, OH 45402
Phn - (937)443-0947
Fax -

LIMITED SEARCH OF TITLE
This is neither a Policy of Title Insurance
Nor is it a Title Guaranty

The following is a limited abstract of title showing the documents which appear of record in the Butler County, Ohio records since February 27, 1985 and affecting the following parcel of real estate:

1. The Land referred to is described as follows:

Situated In the City of Oxford, County of Butler, State of Ohio, described as follows:

Situate In the City of Oxford, Butler County, Ohio and being part of Lot No. 1256, bounded and described as follows: Beginning at a point in the south line of said Lot #1256 located 78.09 feet from the westerly corner; thence from said point of beginning north 44° 01' east parallel to the west lot line 101.12 feet; thence south 62° 56' east 26.03 feet to a point in the east lot line; thence south 1° 53' east along said east line 140.73 feet; thence south 84° 19' west 28.79 feet; thence north 38° 25' 30" west 80.16 feet; thence north 44° 42' west 27.85 feet to the point of beginning. Per survey of J. Paul Albert, Ohio Registered Surveyor #2999. Subject to the payment of annual ground rent to the Treasurer of Miami University.

Excepting therefrom the following described real estate:

Situated in the State of Ohio, City of Oxford, County of Butler, Original Oxford Township, Section 22, T 5 N, R 1 E and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of right of way of BUT-27-17.70 as made by the URS Corporation and recorded as Image Number _____ of the records of Butler County and being located within the following described points in the boundary thereof.

Beginning at the southwest corner of City of Oxford Inlot number 1256;

Thence, South 41° 36' 06" East on the southwesterly line of City of Oxford inlot number 1256, Grantor's southwesterly property line and the existing northeast right of way line of U.S. Route 27 a distance of 27.54 feet to an iron pin set at 40.00 feet right of Station 968+00.00 on the centerline of right of way of U.S Route 27 and the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence, South 38° 53' 47" East on the proposed northeast right of way line of U.S. Route 27 a distance of 58.40 feet to an iron pin set;

Thence, Northeasterly on the proposed northeast right of way line of U.S. Route 27 along the arc of a curve to the left, with a radius of 20.00 feet and whose chord bears North 71° 23' 17" East 37.52 feet, an arc distance of 48.67 feet to an Iron pin set;

Thence, South 01° 40' 21" West on the existing west right of way line of Hester Road and Grantor's easterly property line a distance of 30.81 feet to a point;

Thence, South 87° 25' 37" West on the existing northeast right of way line of U.S. Route 27 and Grantor's southwesterly property line a distance of 25.01 feet to a point;

Thence, North 35° 19' 13" East existing northeast right of way line of U.S. Route 27 and Grantor's southwesterly property line a distance of 80.16 feet to the TRUE PLACE OF BEGINNING containing 0.013 acres;

The above described area is part of Butler County Auditor's Permanent Parcel Number H4000019000003.

This description prepared by Dan Stankavich, Registered Surveyor Number 7122 in the state of Ohio for URS Corporation and is based on a field survey performed by URS Corporation in 2000 under the direction of David D. Smith, Registered Surveyor Number 7121 in the State of Ohio.

Bearings as shown are based on an assumed meridian and are used to denote angles only.

Grantor claims title by instrument(s) recorded in Official Record Vol. 6044, Pg. 583 in the records of Butler County Ohio.

All pins set are to be 5/8" diameter by 30" long rebar with plastic Identification Cap "URS CORP.".

Grantor reserves the right to ingress and egress to the above described parcel.

Also excepting therefrom the following described real estate:

Situated in the State of Ohio, City of Oxford, County of Butler, Original Oxford Township, Section 22, T 5 N, R 1 E and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of right of way of BUT-27-17.70 as made by the URS Corporation and recorded as Image Number _____ of the records of Butler County and being located within the following described points in the boundary thereof.

Beginning at the southwest corner of City of Oxford Inlot number 1256 said point being 38.70 feet right of Station 968+27.51 on the centerline of right of way of U.S. Route 27 and the TRUE PLACE OF BEGINNING of the parcel herein described;

Thence, North 51° 06' 13" East on Grantor's northwesterly property line a distance of 1.30 feet to an iron pin set;

Thence, South 38° 53' 47" East on the proposed northeast right of way line of U.S. Route 27 a distance of 27.51 feet to an iron pin set;

Thence, North 41° 36' 06" West on the existing northeast right of way line of U.S. Route 27 and Grantor's southwesterly property line a distance of 27.54 feet to the TRUE PLACE OF BEGINNING containing 0.001 acres;

The above described area is part of Butler County Auditor's Permanent Parcel Number H4000019000003.

This description prepared by Dan Stankavich, Registered Surveyor Number 7122 in the State of Ohio for URS Corporation and is based on a field survey performed by URS Corporation in 2000 under the direction of David D. Smith, Registered Surveyor Number 7121 in the State of Ohio.

Bearings as shown are based on an assumed meridian and are used to denote angles only.

Grantor claims title by instrument(s) recorded in Official Record Vol. 6044, Pg. 583 in the records of Butler County, Ohio.

All pins set are to be 5/8" diameter by 30" long rebar with plastic Identification Cap "URS CORP.".

Grantor reserves the right to ingress and egress to the above described parcel.

Grantee in Last Deed of Record:

Mydears, Inc., an Ohio corporation

Who received title on January 26, 2005 in Book 7503 Page 2273

FROM E. L. Shoker, Trustee

Grantee in Last Deed of Record:

Mydears, Inc., an Ohio corporation

Who received title on March 31, 2006 in Book 7719 Page 554

FROM the Miami University, Oxford, Ohio, a corporation organized and existing under the laws of the State of Ohio

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager:	Douglas Elliott	Police Originating Department
Council Meeting Of:	April 2, 2013	R.B. Holzworth
Account Code No. #:	N/A	Prepared By
Budgeted Amount:	N/A	March 27, 2013 Date Prepared

Agenda Title: Information Sharing Agreement between the City of Oxford (Division of Police) and Miami University.

Recommendation: Approve

Discussion:

Miami University has requested that the extant Mutual Aid Agreement be expanded to clarify and define how information shall be shared pertaining to sex offenses and offenses of violence. The proposed **Information Sharing Agreement** has been reviewed by university and city attorneys and merely codifies our ongoing intent to assist them with complying with FERPA and Clery Act requirements. Offenses of violence and sex offenses impact the entire community and an active exchange of information is not only reasonable, it's also a logical augmentation to our Mutual Aid Agreement.

This would be a positive change and we recommend approval.

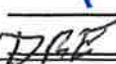
FERPA – Family Educational Rights and Privacy Act

Clery Act - The *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC § 1092(f))* is the landmark federal law, originally known as the Campus Security Act, that requires colleges and universities across the United States to disclose information about crime on and around their campuses. The law is tied to an institution's participation in federal student financial aid programs and it applies to most institutions of higher education both public and private. The Act is enforced by the United States Department of Education.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

 | 3/28/13
 | 3/29/13


RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFORMATION SHARING AGREEMENT WITH THE MIAMI UNIVERSITY POLICE DEPARTMENT TO ENHANCE THE ABILITY TO EFFECTIVELY ADDRESS ALLEGED SEX OFFENSES AND OFFENSES OF VIOLENCE.

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

SECTION 1: The purpose of the Information Sharing Agreement ("Agreement") attached hereto is to expand upon and enhance the Mutual Aid Agreement with the Miami University Police Department.

SECTION 2: This Agreement will enhance each party's ability to effectively address alleged sex offenses and offenses of violence.

SECTION 3: Exchanging information related to an alleged crime will allow the parties to collaborate and pool resources and effectively decrease the time needed to investigate an alleged offense before police action is taken or not taken.

SECTION 4: Council having reviewed the Agreement hereby authorizes the City Manager to enter into the Agreement with the Miami University Police Department..

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

INFORMATION SHARING AGREEMENT

This Information Sharing Agreement is entered into this ____ day of April, 2013 between Miami University (the University) and the City of Oxford. The purpose of this Agreement is to implement certain provisions of the Mutual Aid Agreement between the Miami University Police Department (MUPD) and Oxford Police Department (OPD) and to enhance the parties' ability to effectively address alleged offenses of violence and sex offenses. This includes sharing information about University students and employees who are the victim of, a witness to, or an alleged perpetrator of an offense of violence or sex offense.

The term "offense of violence" includes those felony offenses enumerated in Ohio Revised Code, Section 2901.01 (A) (9) and the term "sex offense" includes those offenses described in Ohio Revised Code, Section 2907.02 through 2907.09.

The parties agree as follows:

1. The information and records shared under this Agreement may, when appropriate, include any information or records permitted to be released under any exception to the privacy protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception and/or records/information otherwise protected by the Confidential Law Enforcement Investigatory Records (CLEIRS) exception to the Ohio Public Records Act. It should be noted that FERPA applies only to records created by the University and to information derived from tangible records. FERPA does not protect the confidentiality of information in general and, therefore, does not apply to the disclosure of information derived from a source other than an education record, even if education records exist which contain that information. As a general rule, information that is obtained through personal knowledge or observation and not from an education record is not protected from disclosure under FERPA. Thus, a verbal report of an offense of violence or sexual assault can and must be reported to the appropriate law enforcement authorities. The parties agree to keep all information confidential unless the release is authorized by the party disclosing the information or is otherwise required by law.
2. MUPD and OPD will exchange, in as timely a manner as is practicable, police investigatory information and copies of police reports reporting any alleged offense of violence or sex offense - including non-public information (e.g., the name of uncharged suspects).
3. Miami will include and OPD will provide a representative for the University's monthly meetings of those persons with primary responsibility for addressing student sexual assault under Title IX.
4. In those instances when a student is an alleged perpetrator of a crime of violence or sex offense, as those terms are defined by FERPA and the Clery Act, the University will provide to OPD the name of the student found responsible for violating the University's Code of Student Conduct; the Code of Student Conduct violation (e.g., Section 103), and the final results of the disciplinary proceedings.
5. In the event, there is a concern that some information/record regarding sexual assault may not be shared under the terms of this Agreement because of FERPA constraints, the Office of General Counsel will be consulted.
6. In those instances in which a Clery Act reportable crime or other event posing a significant risk of harm to the Oxford campus has been reported to OPD, OPD agrees to use its best efforts to immediately notify MUPD, so that MUPD may activate its timely warning or emergency notification system as appropriate.

7. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Miami University

By: _____

Date: _____

Title: _____

City of Oxford

By: _____

Date: _____

Title: _____

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Fire
Originating Department

Council Meeting Of: March 19, 2013

John Detherage
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

March 5, 2013
Date Prepared

Agenda Title: A Resolution authorizing the Oxford Division of Fire to participate in the Butler County Regional Water Task Force

Recommendation: Adopt the Resolution.

Discussion: The Butler County Regional Water Task Force has been designed to disperse equipment and trained rescuers strategically around Butler County. By participating in this program the OFD will supply trained rescuers, house equipment and provide transportation of that equipment to emergency locations. Currently, there is no water rescue equipment available in North East Butler County. Rescuers are trained in swift water, ice rescue, flood rescue, victim rescue, and body recovery operations. This task force is an extension of and governed by the Butler County Technical Rescue Team.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

JPE 3/5/13

JPE 3/15/13

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE BUTLER COUNTY REGIONAL WATER RESCUE TASK FORCE.

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

SECTION 1: The Butler County Regional Water Rescue Team wishes to partner with the City of Oxford, Ohio for the purpose of housing and dispersing equipment and providing trained water rescuers for water related emergencies within Butler County, Ohio.

SECTION 2: The City Manager and the Fire Chief recommend the City enter into an agreement in substantially the same form as Exhibit 'A' attached hereto and incorporated herein to participate in the Butler County Regional Water Rescue Task Force for the purpose of housing and dispersing equipment and providing trained water rescuers for water related emergencies within Butler County, Ohio.

SECTION 3 City Council accepts the recommendation of the City Manager and the Fire Chief and hereby authorizes the City Manager to enter into an agreement in substantially the same form as Exhibit 'A' attached hereto and incorporated herein to participate in the Butler County Regional Water Rescue Task Force for the purpose of housing and dispersing equipment and providing trained water rescuers for water related emergencies within Butler County, Ohio.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Butler County Regional Water Rescue Task Force

Memorandum of Understanding

Revised December 5, 2012

- The purpose of this MOU is to establish the responsibility and authority as it pertains to the Butler County Regional Water Rescue Task Force and its participating agencies.
- This MOU is with the understanding that there are already two well established Water Asset Groups in Butler County. They are the Butler County Regional Water Rescue Team (a multi agency water rescue group coordinated through the Butler County Sheriff's Office) and the City of Hamilton Fire Department Water Rescue Team. Both function under different disciplines pursuing common goals, as well as having different areas of responsibility. In addition the Butler County Technical Rescue Team will provide additional members trained in water rescue operations.
- The definition of "water rescue" as used in this MOU is defined as, but not limited to:
 - Swift Water rescue
 - Ice rescue
 - Flood Rescue
 - Search & Rescue Operations (related to water)
 - Victim Rescue (as related to water emergencies)
 - Water Rescue stand-by (planned events)
 - Surface Water Rescue
 - Body Recovery Operations (related to water)
- This MOU does not cover underwater rescue / recoveries involving the use of "dive" resources.
- Each agency agrees to respond outside their jurisdiction as needed with properly trained manpower and approved equipment in accordance with

the Water Rescue Advisory Boards guidelines under this MOU.

It is further understood that the response agreement is directly incumbent on the ability of the requested agency to respond due to manpower and/or equipment constraints.

- It will be the responsibility of the participating agency to maintain a complete inventory of all water rescue equipment, by type and physical location. All equipment will remain under the ownership of the purchasing agency. Butler County Emergency Management (BCEMA) will retain ownership of equipment purchased by that agency through Federal, State or Local Grant funding or purchases made through County General Funds; EMA reserves the right to retain purchased equipment as outlined or distribute that equipment to the various entities involved in this Water Asset Agreement.
- It is the responsibility for the participating agencies to guarantee the response of trained personnel and maintain training certifications recommended by State of Ohio water TAC and/or Ohio Department of Natural Resources standards, as applicable to NFPA 1006 and NFPA 1670.
- It will be the responsibility of the participating department under this MOU to provide workers compensation coverage to their members who may respond outside normal jurisdictions. Any water rescue member who participates in water rescue training or a response (emergency or non-emergency) as a volunteer and not covered by their own department will be covered under Butler County Emergency Management Agency. BCEMA will cover these individuals under Butler County's workers compensation.

A List of all volunteers not covered by their participating department will be created. A roster of specific training and certifications held by each agency shall be submitted to the Technical Rescue Board by September 15th of each year.

- The compensation for training or actual emergency responses, by participating agency personnel, is at the discretion of the participating agency's administration.

- It is the responsibility of the participating department to provide periodic checks and testing of serviceability of said equipment in accordance with manufacturer's recommendations and appropriate safety standards.
- The participating department has the authority to use said equipment as needed for patrol, rescue, recovery, training and other activities as approved by the Butler County Regional Water Rescue Task Force Advisory Board or agency of ownership.
- Each agency will maintain ownership and responsibility of maintenance and repair of said equipment. However, additional funding through the Butler County Emergency Management Agency may be provided for maintenance and repair as needed if funding is available.
- Each agency that responds to an incident or training will work under a Unified Incident Command System and utilize an ICS 214 unit log.
- Additional equipment may be purchased using State and Federal grant funding, which may be coordinated through the Office of BCEMA. Equipment will be purchased in accordance with local needs, keeping NIMS typing requirements for water rescue a priority.
- The Butler County Regional Water Rescue Task Force Advisory Board will develop dispatch procedures, response areas and standard operating procedures which all agencies and members will follow under this MOU, as long as such procedures, jurisdictional area's and SOP's do not conflict with those already established by a hosting agency. If a conflict does occur, affected agencies will work to resolve those conflicts.
- Each agency is required to participate in their home agency's training program requirements and ensure that they meet BCEMA funding requirements and obligations. All joint training opportunities will be shared by BCEMA to all Butler County Regional Water Rescue Team members. Butler County Technical Rescue Team will hold at least one water training

per year as part of their regular training cycle. These locations will be determined throughout the County as weather permits.

- In order to maintain Team membership, each agency will certify which training standards its techs and safety officers have completed.
- Each agency will be responsible for drafting new members to the Regional Water Task Force Asset Group in accordance with the Advisory Boards guidelines under the this MOU.
- The Butler County Regional Water Rescue Task Force Advisory Board (working group) will have one or more representative from each participating agency which will meet once a month at a time and location to be determined.
- Membership of the Butler County Regional Water Rescue Task Force Advisory Board will reflect the agencies who participate in the Butler County Regional Water Task Force
- The Water Rescue Advisory Board will have one Representative, approved by the Technical Rescue Advisory Board, from each participating division listed below:
 - Butler County Emergency Management Agency
 - Butler County Sheriffs Office
 - Butler County Technical Rescue Team
 - City of Hamilton Fire Department
 - City of Oxford Fire Department
- This Agreement shall become effective on the date of its execution and shall continue as a non-expiring Agreement; provided, however, that any party to this Agreement may withdraw at any time upon thirty (30) days written notice, addressed to the Chairman of the Technical Rescue Advisory Board or the defined agency or other officer in charge of each of the other parties to this Agreement, and thereafter such withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among and between the remaining parties.

- Agencies may join this MOU upon a majority vote by the Butler County Technical Advisory Board.
- The Water Rescue Advisory board will work under the direction of the Butler County Technical Advisory Board, and at no time shall the Water Rescue Advisory Board make any final decision without prior approval from the BCTR Advisory Board.

*Butler County Regional Water Rescue Task Force M.O.U.
As Revised December 5, 2012*

All Participating Agencies:

Butler County Emergency Management Agency

Date: _____
Jeff Galloway, Director

Butler County Technical Rescue Team

Date: _____
Randall Hanifen, Chairman

Butler County Sheriff's Department

Date: _____
Richard K. Jones, Sheriff

City of Hamilton Fire Department

Date: _____
Steve Dawson, Chief

City of Oxford Fire Department

Date: _____
John Detherage, Chief

*Butler County Regional Water Rescue Task Force M.O.U.
As Revised December 5, 2012*

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance Department
Originating Department

Council Meeting Of: April 2, 2013

Account Code No. #: Various

Heidi Hill
Prepared By

Budgeted Amount: _____ March 27, 2013
Date Prepared

Agenda Title: 2013 Investment Management Contract

Recommendation: Approve

Discussion:

Staff sent out a Request for Qualification for investment management. The City received proposals from eleven candidates. Staff reviewed and rated the proposals from the eleven candidates. The Investment Committee met and reviewed the ratings from staff as well as pricing and services each candidate provided. Staff hereby recommends that the City Council approve a contract with Baird Public Investment Advisors for a period of three years.

Baird Public Investment Advisors monthly fee will be computed based on 8 basis points. They will pay our custodial fee to US bank which is a savings of approximately \$4,000.00 annually.

Approved By:

Department Head:
City Manager:

Initial Date

UFO 3/27/13
DAF 3/29/13

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO CONTRACT WITH BAIRD PUBLIC INVESTMENT ADVISORS FOR THE MANAGEMENT OF THE CITY'S INVESTABLE FUNDS.

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

SECTION 1: Council hereby finds that the Investment Committee solicited Requests for Qualifications (RFQs) for the management of City investable funds.

SECTION 2: Council hereby accepts the Investment Committee's recommendation that the City utilize the services of Baird Public Investment Advisors for the management of the City's investable funds.

SECTION 3: The City Manager and Finance Director are hereby authorized to contract with Baird Public Investment Advisors for the management of the City's investable funds for a period of three years.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager's Office
Original Department

Council Meeting Of: April 2, 2013

Kim Newton

Account Code No. #: Various

Prepared By

Budgeted Amount: \$93,833.00

March 21, 2013

Date Prepared

Agenda Title:

Authorization for the City Manager to enter into a contract with Cincinnati Bell to provide internet access and local and long distance telephone service to the City Building and remote sites.

Discussion:

Request for Proposals were sent to several vendors to provide internet access and local and long distance telephone service to the City Building and our seven (7) remote sites.

Of the proposals received, Cincinnati Bell provided the best and lowest proposal, at a total estimated monthly cost of \$4632. Currently we are paying a monthly average of \$4808 for internet access and local and long distance service (a breakdown of costs are provided in your packets.) It is also important to note, our current bandwidth is 1.5Mbps and with this proposal we will be doubling our bandwidth to 3.0Mbps.

The Cincinnati Bell proposal is for a 5-year contract at an estimated cost of \$4632/month or \$55,584/year, which is a yearly savings of approximately \$2112 based on our current configuration.

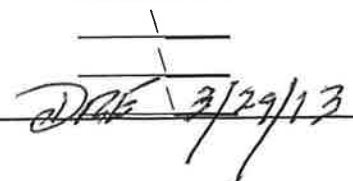
Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

 3/29/13

RESOLUTION NO.

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR CONTRACT WITH CINCINNATI BELL TO PROVIDE INTERNET ACCESS AND LOCAL AND LONG DISTANCE TELEPHONE SERVICE TO THE CITY BUILDING AND SEVEN REMOTE SITES.

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

SECTION 1: The City Manager recommends Council accept the proposal of Cincinnati Bell to provide internet access and local and long distance telephone service to the City building and seven remote sites at an approximate cost of \$4,632.00 per month.

SECTION 2: Council accepts the recommendation of the City Manager and accepts the proposal of Cincinnati Bell to provide internet access and local and long distance telephone service to the City building and seven remote sites.

SECTION 3: Council further authorizes the City Manager to enter into a five (5) year contract with Cincinnati Bell to provide internet access and local and long distance telephone service at an approximate cost of \$4,632.00 per month for the City building and seven remote sites, subject to approval of the contract by the Law Director.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: April 2, 2013

Account Code #: 140.630.50904

Budgeted Amount: \$72,000

Service Department
Originating Department

Michael B. Dreisbach
Prepared By

March 25, 2013
Date Prepared

Agenda Title: Authorization to Purchase Replacement Turf Equipment for the Community Park

Recommendation: Approve

Discussion:

The 2013 capital equipment budget includes \$72,000 for the replacement of turfgrass mowing equipment at the Oxford Community Park (OCP).

Maintenance staff currently uses a Toro Groundsmaster mower to maintain athletic fields and turf areas at the OCP. This machine has been in service since the park's initial construction approximately ten years ago at a cost of \$68,000. The machine has served the City well, but is now scheduled for replacement.

The modern version of our current machine is available under the Ohio state procurement contract through Century Equipment Co. at a cost of \$72,000. The State Contract is identified as Index No. STS515 with a Schedule No. of 800261. This machine is equipped with a fuel efficient diesel engine and a 16' mowing span.

It is Staff's recommendation that the City Council authorize the City Manager to enter into an agreement with Century Equipment Co. for the purchase of a Toro Groundsmaster 5900 Model No. 31598 at a cost not to exceed \$72,000. As the existing unit has very little trade in value, staff is recommending the old unit be retained as a backup unit to the new model and for use during intensive maintenance periods during park tournaments and during periods of heavy turfgrass growth.

Approved By:

Department Head:

Initial

Date

MBD \ 3/26/13

City Manager:

DRE \ 3/29/13

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CENTURY EQUIPMENT CO. FOR THE PURCHASE OF A TORO GROUNDMASTER 5900 MOWER MODEL NO. 31598 AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$72,000.00.

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

SECTION 1: The Toro Groundsmaster mower used by maintenance staff at the Oxford Community Park has met its planned replacement cycle of ten years.

SECTION 2: The 2013 capital equipment budget includes \$72,000.00 for the purchase of replacement mowing equipment.

SECTION 3: Council hereby authorizes the City Manager to purchase from Century Equipment Co. a Toro Groundsmaster 5900 mower Model No. 31598 at State Contract pricing at a cost not to exceed \$72,000.00.

SECTION 4: Funds have been appropriated for the purchase price authorized.

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)



State Procurement

for **Contractors/Vendors**for **Government Entities**for **State Employees**for **the Public**

Details
for:

Agricultural Machinery for Harvesting: Mowers and Utility Vehicles

General Information

Contract Type: State Term Schedule

Contract Status: Awarded

Commodity Category: Public Works Maintenance, Park Equip & Construction Svcs

Schedule Number: 800261

Index Number: STS515

Vendor: Toro Company

Comments/Memo: Current Contract Pricelist

Dates

Expiration Date: 9/30/2017

Procurement Program

Open Solicitation: Yes

Other

Open to Co-op: Yes

Financing Available: No

Leasing Available: No

Associated PDF Files



Original Contract: [Click to View ORIGINAL CONTRACT](#)

Terms and Conditions: [Click to View TERMS & CONDITIONS](#)

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Commercial Products Price List

			State of Ohio Pricing
Model Number	Description	Suggested Retail	Discount off MSRP 25%
Traction Unit			
31598	Groundsmaster 5900	\$97,094.00	\$72,820.50
Optional Accessories			
30359	Universal Mount Sunshade	\$704.00	\$528.00
31581	Leaf Mulching Kit	\$1,983.00	\$1,487.25
120-5179	Cover-Seat, Large	\$31.95	\$23.96
117-2795	Tall Grass Kit	\$161.39	\$121.04
Parts			
115-8898	Blade & Belt Kit	\$487.93	\$365.95
115-8896	Combo Blade Pack	\$275.57	\$206.68
114-0897	Atomic Blade Pack	\$259.96	\$194.97
93-5973	10" Foam Filled Caster Tire Assembly	\$194.73	\$146.05
117-9440	Thermoplastic Windscreen Kit	\$504.07	\$378.05
117-9430	2 Post ROPS Extension Kit (Includes sunshade roof)	\$1,991.32	\$1,493.49
Maintenance Kits			
30041	500 Hour Filter Maintenance Kit	\$209.21	\$156.91
Allied Attachments			
	Windshield Glass Kit, Upper (JDP #900182)	Not Available	
	Windshield Glass Kit, Lower (JDP #900183)	Not Available	
	Windshield Wiper Kit (JDP #900184) *Requires Glass Windshield	Not Available	
	Exterior Mirror Kit (JDP #900185)	Not Available	
	Rotating Beacon (JDP# 800005)	Not Available	
myTurf Wireless System			
115-4754	myTurf Wireless Hour Meter Assembly	\$112.00	\$84.00
115-9542	myTurf Base Station Kit	\$560.00	\$420.00
115-9543	myTurf Repeater Kit	\$300.00	\$225.00
115-9524	External Antenna Kit	\$300.00	\$225.00

NOTE: All configuration rules are built into the tool and will be applied when configuring the product

Model Number	Description	Suggested Retail	
Traction Unit			
31599	Groundsmaster 5910	\$111,894.00	\$83,920.50
	For operating environments exceeding 110 degrees (43 c), consult Toro for special m	Not Available	
Optional Accessories			
31581	Leaf Mulching Kit	\$1,983.00	\$1,487.25
114-5610	Work Light Kit (Works as either a front or rear work light kit)	\$294.04	\$220.53
120-5179	Cover-Seat, Large	\$31.95	\$23.96
117-2795	Tall Grass Kit	\$161.39	\$121.04
Parts			
115-8898	Blade & Belt Kit	\$487.93	\$365.95
115-8896	Combo Blade Pack	\$275.57	\$206.68
114-0897	Atomic Blade Pack	\$259.96	\$194.97
93-5973	10" Foam Filled Caster Tire Assembly	\$194.73	\$146.05
Maintenance Kits			
30041	500 Hour Filter Maintenance Kit	\$209.21	\$156.91
Allied Attachments			
	Snow Blower	Not Available	
	Rotary Broom	Not Available	
myTurf Wireless System			
115-4754	myTurf Wireless Hour Meter Assembly	\$112.00	\$84.00
115-9542	myTurf Base Station Kit	\$560.00	\$420.00
115-9543	myTurf Repeater Kit	\$300.00	\$225.00
115-9524	External Antenna Kit	\$300.00	\$225.00

NOTE: All configuration rules are built into the tool and will be applied when configuring the product



QUOTATION

Date 02/20/13

For: **City of Oxford**
Streets and Maintenance Division
101 E. High St.
Oxford Ohio 45056-1887

From: **Cincinnati Office located at:**
8650 Berk Road
Hamilton, OH 45015
800-346-0066

Attn: **Eric Keebler**

SalesRep: **Ken Baker**

Qty	Model#	Description	Sell Price	Extension
	GM5900	(OH State Contract# 800261-STS515)		
1	31598N	Groundsmaster 5900 (Cummins® Turbo-charged 99 hp Diesel Engine)	72,000.00	72,000.00
		Sub-Total:		72,000.00
			Merchandise Total	72,000.00
			Trade-In Credit	0.00
			Destination Charge	0.00
			0.00% Sales Tax	0.00
				72,000.00

(No Trades Quoted)

Terms: Net 15 Days (Upon Credit Approval)

This Quote Is Good for 30 Days

is the maximum amount offered at the time of delivery

Accepted By: _____

Date: _____

True Lease Financing	Base = \$73,348.50	Rate Factor	Payment	Residual%
Conditional Sale Financing	Base = \$73,348.50	Rate Factor	Payment	

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: April 2, 2013

Account Code #: 322.810.50804

Budgeted Amount: \$100,000

Service Department
Originating Department

Michael B. Dreisbach
Prepared By

March 26, 2013
Date Prepared

Agenda Title: Contract for Improvements to Water Treatment and Distribution Facilities

Recommendation: Approve

Discussion:

The 2013 capital budget includes \$120,000 for the replacement of roof and gutter systems at the Water Treatment Plant and Water Distribution Maintenance facilities. These buildings were constructed in the early 1990's and the shingles are now in need of replacement. The City had previously awarded a contract to Robert McConnell (dba R&B Contractors) in 2012, however, the City dismissed this contractor for failure to adhere to its contractual obligations to the City.

Drawings and specifications were re-advertised for bids in the Oxford Press and Hamilton Journal on March 1 and March 8, 2013. Bids were opened on March 15, 2013 with the following results:

Advanced Concepts, Inc.	\$ 91,761
A.W. Farrell & Son, Inc.	\$103,000
Mid-Miami Roofing, Inc.	\$106,000
E. Lee Construction, Inc.	\$116,960
TruCraft Roofing	\$120,950

Advanced Concepts, Inc. provided the requisite references for this project; all references were pleased with the quality of work provided by the contractor. They also carry an "A+" rating with the Better Business Bureau. It is also noted that by rebidding this project, the Utility will save approximately \$7,000 compared with pricing from the original bid.

It is Staff's recommendation that the City Council authorize the City Manager to enter into an agreement with Advanced Concepts, Inc. for an amount of \$91,761 for the replacement of specified water treatment plant and distribution facility roofing systems. Staff is also requesting a ten percent contingency for this project in the amount of \$9,176. Therefore, the total contract not to exceed amount would be **\$100,937**.

Approved By:

Department Head:

City Manager:

Initial Date
MBD \ 3/26/13

MBD \ 3/29/13

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADVANCED CONCEPTS, INC. FOR THE REPLACEMENT OF ROOF AND GUTTER SYSTEMS AT THE WATER TREATMENT PLANT AND WATER DISTRIBUTION MAINTENANCE FACILITIES AT A COST OF \$91,761.00 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE OR \$9,176.00 FOR A TOTAL COST NOT TO EXCEED \$100,937.00.

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

SECTION 1: The City advertised for bids in the *Oxford Press* and *Hamilton Journal* on March 1, 2013 and March 8, 2013. Five (5) sealed bids were opened and publicly read on March 15, 2013. The lowest bid was provided by Advanced Concepts, Inc. in the amount of \$91,761.00.

SECTION 2: The City Manager and the Service Director recommend Council accept the bid of Advanced Concepts, Inc. as the lowest and best bid for the replacement of roof and gutter systems at the Water Treatment Plant and Water Distribution Maintenance facilities at a cost of \$91,761.00 plus a contingency amount of ten percent (10%) of the contract price or \$9,176.00 for a total cost not to exceed \$100,937.00.

SECTION 3: Council accepts the recommendation of the City Manager and the Service Director and accepts the bid of Advanced Concepts, Inc. for the replacement of roof and gutter systems at the Water Treatment Plant and Water Distribution Maintenance facilities at a cost of \$91,761.00 plus a contingency amount of ten percent (10%) of the contract price or \$9,176.00 for a total cost not to exceed \$100,937.00.

SECTION 4: Council further authorizes the City Manager to enter into a contract with Advanced Concepts, Inc. for the replacement of roof and gutter systems at the Water Treatment Plant and Water Distribution Maintenance facilities at a cost of \$91,761.00 plus a contingency amount of ten percent (10%) of the contract price or \$9,176.00 for a total cost not to exceed \$100,937.00.

SECTION 5: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: RICHARD KEEBLER
PREPARED BY: LAW(STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Human Resources

Originating Department

Council Meeting Of: March 5, 2013

Donna Heck

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

February 27, 2013

Date Prepared

Agenda Title: Resolution approving the contract between the City of Oxford, Ohio and the non-commissioned Police Department employees and authorizing the City Manager and the City Law Director to sign the contract on behalf of the City.

Recommendation: Approval

Discussion:

The existing contract between the City and the non-commissioned Police Department employees expired on December 31, 2012.

Negotiations are complete and approval of this Resolution will authorize the City Manager and Law Director to sign a new three year contract.

The contract covers full-time employees in the following classifications: Police Records Specialist, Public Safety Assistants (PSA) and Public Safety Communications Officers (PSCO).

Approved By:

Department Head:

City Manager:

Initial Date

DH 12/27/13
DHE 3/29/13

RESOLUTION NO.

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

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

SECTION 1: The City Manager and the Chief of Police recommend Council authorize the City Manager and the City Law Director to sign on behalf of the City, the Contract attached hereto and incorporated herein by reference as Exhibit 'A' with the Non-Commissioned Police Department Employees for the City of Oxford, for the purpose of achieving a mutual agreement and understanding between the aforementioned parties and to establish a written protocol for harmonious relations between the parties. The term of this contract shall be for three (3) years beginning January 1, 2013 through December 31, 2015.

SECTION 2: Council hereby accepts the recommendation of the City Manager and the Police Chief and approves the contract finding that the contract will benefit the community and it is in the best interest of the City to authorize the City Manager and the City Law Director to sign the contract in substantially the same form as Exhibit 'A' attached hereto and incorporated herein by reference on behalf of the City.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

EXHIBIT "A"

C O N T R A C T

Between

T H E C I T Y O F O X F O R D

And

T H E N O N - C O M M I S S I O N E D P O L I C E D E P A R T M E N T E M P L O Y E E S

PAID FROM:

January 1, 2013 - December 31, 2015

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This agreement, made and entered into on the 14th day of March, 2013, 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 Department 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.

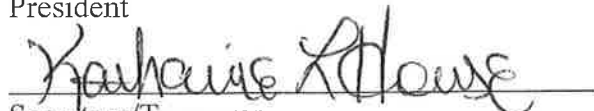
The parties hereto agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. It is expressly understood that all matters not included in this agreement are by intention and design specifically excluded 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.

ACCEPTED:

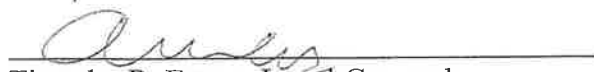
Non-Commissioned Police
Department Employees



President



Secretary/Treasurer

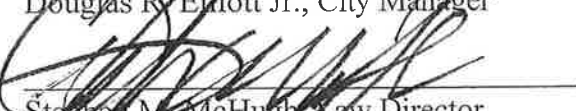


Timothy R. Evans, Legal Counsel

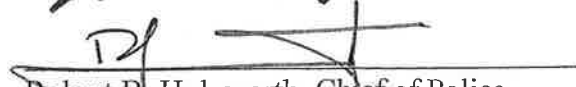
City of Oxford



Douglas R. Elliott Jr., City Manager



Stephen M. McHugh, Law Director



Robert B. Holzworth, Chief of Police

ARTICLE I Recognition

1. The Fraternal Order of Police, Lodge 164, 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 public safety communication officers 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 Department in the City.

ARTICLE II Dues Deduction

The City agrees to deduct and remit to FOP Lodge 164 periodic dues, initiation fees, and assessments of members of FOP Lodge 164 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 FOP Lodge 164 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. 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 FOP Lodge 164.

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.

ARTICLE IV Work Day and Work Period

1. The normal work day for public safety communication officers and public safety assistants shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period. The Records Specialist shall have a normal work day consisting of eight (8) 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. 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 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.
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, 2013. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the preceding calendar year. Nothing herein shall restrict the rights of the City to change the schedule in accordance with the terms of this contract and the law.

ARTICLE V Overtime

1. Overtime is defined as any time worked in excess of forty (40) hours during any one week pay period, but excluding any excess hours spent on jury duty. When directed by the supervisor to work overtime, an employee will be compensated for all such hours actually worked at a rate of one and one-half (1-1/2) times his/her normal rate. Compensation will be in the form of pay or compensatory time off at the option of the City. 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 two (2) 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., 0300 to 0700 or 1700 to 2100:

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 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 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 LEEDs officer who has been trained and appointed to the position by the Chief of Police 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 fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Martin Luther King, Jr., Day (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25); undesignated holidays are the employee's birthday and five (5) personal absence days. The Employee may trade in the current contract year, one of the fourteen (14) designated holidays the employee is scheduled to be off for Easter. Employees will be expected to take Easter off if they

trade another holiday for Easter. No employee in any current contract year shall have more than fourteen (14) designated holidays, nor shall an employee use the trade of a holiday to receive additional pay. The Employee shall make the designation of the holiday to be traded for Easter at least thirty-seven (37) days before the earlier of the holiday to be traded for or before Easter if the holiday to be traded for falls after Easter. For the contract year January 1, 2013 to December 31, 2013 the election must be made within ten (10) days of the approval of this contract, if the holiday to be traded is less than thirty-seven (37) days from the date this contract is signed. 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 monthly for each pay date through the year based on their employment according to the following schedule:

1 st through 4 th anniversary	6.667 hours/month
5 th through 9 th anniversary	10 hours/month
10 th through 14 th anniversary	13.334 hours/month
15 th anniversary and subsequent	16.667 hours/month

An Employee may accumulate one year of earned and accrued vacation time (based on the previous table) and may carry the same forward each calendar year. 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 employees normal rate for any hours actually worked.

Prior to October 1 of any calendar year, an employee may turn in up to eighty (80) hours of accrued vacation for pay, provided that such employee has used not less than forty (40) hours of vacation time in the preceding fifty-two (52) week period for time off. An employee planning to turn in vacation for pay shall notify the City in writing no later than September 15th of the current year.

ARTICLE IX Leaves

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

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

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

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

for good cause upon showing of unusual circumstances. If the City Manager has reason to believe that an employee is unable to fulfill her usual duties by reason of pregnancy, the City Manager may request in writing that the employee begin sick leave, vacation leave or leave of absence without pay at a date earlier than that selected by the employee. Benefits other than health insurance do not accrue during the period of leave of absence without pay.

ARTICLE X Sick Leave and Recuperative Leave

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

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

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

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

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

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

two hundred dollars (\$200.00). The employee shall receive all such bonus payments at the end of each calendar quarter. Any payment shall reflect applicable federal, state, and local withholdings. Sick leave used for recuperative leave as defined in paragraph 2 (above) shall not be considered sick leave used for purposes of this paragraph. This sick leave incentive will be part of any Employer absentee control policy, whether or not such policy is part of the contract.

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

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

ARTICLE XI Life and Health Insurance

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

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

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

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

ARTICLE XII Longevity Pay

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

Effective January 1, 2010:

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

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

ARTICLE XIII Uniforms and Cleaning

1. Effective January 1, 2010, the uniform and cleaning allowance of Five Hundred Fifty Dollars (\$550) for the police records specialist and public safety communications officer and Six Hundred Seventy-five Dollars (\$675.00) for public safety assistant will be added to the base salary. The parties agree that on January 1, 2010, moving forward, the uniform and cleaning allowance is 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 Department 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 Department. 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 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 Chief of Police or, in the absence of the Chief, to the day shift lieutenant to be processed pursuant to Step One below. The Chief of Police shall have five (5) days after his/her receipt of the grievance to rule in accordance with Step One below.

4. Steps.

Step One. The grieving employee shall submit the grievance in writing on a form provided by the City (see Appendix D) to the Chief of Police 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 Chief of Police shall meet with the grieving employee(s) within five working days of the Chief's actual receipt of the written grievance. The Chief of Police 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 Chief of Police 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 FOP Lodge 164 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 FOP Lodge 164, 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 FOP Lodge 164. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

No individual member of FOP Lodge 164 shall have the right to invoke the arbitration procedure without the consent of FOP Lodge 164 and if such consent is refused, the member shall have no further recourse to, or against, FOP Lodge 164 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, Chief of Police, 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 Chief of Police who shall, if necessary, undertake an investigation. Said investigation shall proceed by the Chief of Police 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 Chief of Police 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, Chief of Police, 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 Chief of Police in person prior to engaging in such

employment. Failure of the 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 his/her uniform badge and, if applicable, duty headset.

5. Light Duty. In the sole discretion of the Chief of Police, an employee whose physical/medical condition prevents him/her from performing his/her normal work assignments may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.

6. Discipline Review Committee. The City recognizes the right of the F.O.P. Lodge #164 to create a Discipline Review Committee. Whenever F.O.P. Lodge #164 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 Chief of Police 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. The City will provide up to two parking spaces at the west side of the Municipal Building which is designated for night shift dispatch personnel.

9. During the period of the contract, Employees serving as a certified 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 certified.

ARTICLE XX Term of Agreement

This agreement shall commence January 1, 2013, and shall continue in full force and effect until December 31, 2015, 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 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.

ACCEPTED:

Non-Commissioned Police
Department Employees



President



Secretary/Treasurer



Timothy R. Evans, Legal Counsel

City of Oxford



Douglas R. Elliott, Jr., City Manager



Stephen M. McHugh, Law Director



Robert B. Holzworth, Chief of Police

February____, 2013

APPENDIX A
WAGE SCHEDULE

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

ALL EMPLOYEES WITH 36 MONTHS SERVICE IN POSITION

<u>Contract Year</u>	<u>Salary</u>
January 1, 2013 to December 31, 2013	
Police Records Specialist	\$46,015 annual (\$22.13 hr.)
Public Safety Assistant	\$45,985 annual (\$22.11 hr.)
Public Safety Communications Officer	\$46,015 annual (\$22.13 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, Employees working 1700 hours to 0700 hours will receive a shift differential pay in the amount of \$0.55 per hour.

WAGE REOPEN

This contract shall be subject to a wage reopener on or about September 1, 2013 for the calendar years 2014 and 2015. If at any time during 2013 the Bargaining unit deems the City has given wage increases to City employees not a member of this Bargaining Unit, and excluding Police Patrol Officers, Police Supervisors, new hires, promotions or those employees entitled to step increases, than in that situation the Bargaining Unit may request to reopen the contract sooner than September 1, 2013 for the purpose of seeking the pay increase given to other non excluded City employees.

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) desires to work from _____ (Time) to _____ on _____ (Time) (Date) for Employee #2	Employee #2, _____, (Name) desires to work from _____ (Time) to _____ on _____ (Time) (Date) 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 of F.O.P. Lodge #164 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge #164 from the undersigned. This authorization shall be effective from January 1, 2013, and shall continue in full force and effect until December 31, 2015, 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 F.O.P. Lodge #164 and may make said deductions in the time and manner requested by F.O.P. Lodge #164 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge #164. 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 F.O.P. Lodge #164.

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 FOP Lodge 164.)

If additional space is necessary, please attach additional sheets.

APPENDIX E
ACCRUED SICK LEAVE AS OF DECEMBER 31, 2009

<u>NAME</u>	<u>ACCRUED HOURS</u>
Chris Warren	275.00
Cindy Blevins	75.25
Katherine House	317.25
Joanne Handley	1,005.65

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: April 2, 2012

Sam Perry

Account Code No. #:

Prepared By:

Budgeted Amount:

March 25, 2013

Date Prepared:

Agenda Title: Zoning Code Text Amendment to Amend Chapter 1143.11 MU (Miami University) District to Include Conditional Uses
--

Recommendation: Approval

Discussion:

As part of a city-wide zoning ordinance update in 2003, some privately owned properties were rezoned from R-1 (Suburban Single-Family Dwelling) to MU (Miami University) District. The R-1 District no longer exists in the zoning code. Over 99% of the MU District is owned by Miami University. The few remaining privately owned properties do not have zoning code provisions the same as other residential zones. This is a code clean-up item on the list of 2013 work priorities of the Planning Commission.

While the 2003 comprehensive update did permit privately operated land uses to continue, it did not accommodate for expansions or changes of those private land uses. Additionally, Site Development Regulations were not included in the 2003 amendment, so there is no guidance for dimensional requirements such as building setbacks. This proposed amendment proposes adding dimensional regulations and conditional uses that are the same as the R1MS (Single-Family Mile Square Residential) District. This would provide property owners the same rights as owners in other residential districts who desire to change use. It would also allow places of worship to expand under the Conditional Use Permit process. Other permitted conditional uses with this amendment are: community-oriented residential social service facilities, shared housing for the elderly, government recreation facilities, bed and breakfasts, day cares and schools.

Miami University is not required to follow city building and zoning ordinances; therefore, this amendment has no direct impact to Miami University.

The Planning Commission held its public hearing on March 12, 2013 and voted 6-0-0 to recommend Council approval.

Approved By:

Department Head:
City Attorney:
City Manager:

JHC / 3/25/13
DCE / 3/29/13

ORDINANCE NO.

ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 1143.11 ENTITLED MU UNIVERSITY DISTRICT, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 1143.11 ENTITLED MU UNIVERSITY DISTRICT.

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

SECTION I: Council hereby finds that the City of Oxford Planning Commission held a public hearing on March 12, 2013 and that following the public hearing did deliberate and as a result of that deliberation, the Planning Commission recommended repealing Oxford Codified Ordinance Section 1143.11 entitled MU University District, and adopting new Oxford Codified Ordinance Section 1143.11 entitled MU University District.

SECTION II: Council hereby repeals Section 1143.11 of the Oxford Code of Ordinances and adopts new Section 1143.11 as follows: (deletions are ~~struck through~~ and additions are **bolded**.)

1143.11 MU UNIVERSITY DISTRICT.

(a) Purpose. The purpose of this district is to accommodate the academic, administrative, cultural, recreational, residential and ancillary uses comprising and supportive of the respective requirements of a college or university. Any parcel, property or structure that is within the Historic District Overlay shall also consult the current design guidelines of the Historical Architectural Preservation Commission and Chapter 1331 of the Oxford Codified Ordinance and shall follow the procedures for approval contained therein.

(b) Uses.

(1) Permitted uses.

A. University complex, including all affiliated educational structures and other supporting uses owned, operated, affiliated, leased or licensed by the university, such as dormitories, eating facilities, recreational and athletic facilities, laboratories, retail facilities, library, etc.

B. Single-family dwellings. ~~shall comply with the standards of the R-1MS District.~~

C. ~~Public and semi-public facilities.~~

D. ~~Day Care, Child Day Care Center, Day Care Home Type B family.~~

E. ~~Places of worship.~~

(2) Conditional Uses. The following Conditional Uses are subject to review and regulation in accordance with Chapter 1147.

A. Community-Oriented Residential Social Service Facilities (CORSSF's).

B. Shared Housing for the elderly.

C. Government owned and/or operated parks and recreation facilities.

D. Bed and Breakfast homes.

E. Publicly owned and operated neighborhood recreation centers.

F. Day care facilities, including Child Day Care, Child Day Care Center and Day Care Home Type A family.

G. Schools: primary, intermediate, and secondary, both public and private.

H. Places of worship.

(c) Site Development Regulations. (Unless superseded by Conditional Use Requirements)

(1) Lot requirements.

A. Minimum lot area 6,000 sq. feet

B. Minimum lot width 60 feet

(2) Yard requirements.

- A. Minimum front yard depth 20 feet**
- B. Minimum rear yard depth 35 feet**
- C. Minimum side yard width 7.5 feet on each side**

(3) Structural requirements.

- A. Maximum building height 35 feet**
- B. Lot Coverage**
- C. Lots with vehicular access from a public street**
 - 1. Lot total – 35 percent**
 - 2. All enclosed buildings – 25 percent of lot**
 - 3. Front yard – 25 percent of front yard**

(4) Mile Square Design Standards. Single family dwellings shall comply with the Mile Square Design Standards of the R1MS District.

~~(1)~~ (5) Proposals requiring major infrastructure improvements shall be referred to Planning Commission and City Council as determined by the City Manager. Site development specifications and a project overview for all university uses shall be submitted to the Planning Department for review for the following:

- A. Integration of transportation improvements with existing and planned services and facilities.
- B. Adequacy of public utilities and services.
- C. Conformance with Ordinances regulating the Historic Architectural Preservation Commission.
- D. Potential incompatibility with abutting zoning districts necessitating modifications to the site plan to mitigate potential negative impacts.

(2) (6) A descriptive text shall be submitted indicating the nature of the proposed activity, expected levels of noise, odor, dust, smoke, light, glare, and vibration from normal operations, and a plan for addressing these impacts. Administrative review shall be conducted and response made within 30 days of receipt.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

**Certification of Action
Oxford Planning Commission
Recommendation to City Council**

<u>Report Date</u>	April 2, 2013
<u>Case Number</u>	PC-05-2013
<u>Applicant Information</u>	City of Oxford, Applicant
<u>Requested Action</u>	Zoning Code Text Amendment
<u>Summary of Request</u>	PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to include conditional uses, City of Oxford, Applicant
<u>Public Hearing Information</u>	On March 12, 2013 a Public Hearing took place at 118 W. High Street. A Public Hearing notice was published in the Oxford Press on February 8, 2013.
<u>Commission Action</u>	The Planning Commission voted 6-0-0 recommending approval to City Council.
<u>Commission Findings and Conclusions</u>	This case was part of a code clean-up item on the list of 2013 work priorities of the Planning Commission. The Planning Commission agreed this amendment would provide property owners the same rights as owners in other residential districts and allow places of worship to expand under the same conditional use permit process for other residential districts.
<u>Exhibits Submitted to the Commission</u>	1. Staff Report dated March 4, 2013 2. Interoffice Review Transmittal Sheets 3. Zoning Code Text Amendment Application dated January 23, 2013 4. Proposed Language

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Case # PC-05-2013

Date – March 12, 2013

APPLICATION

Applicant:

City of Oxford

Action Request:

ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (University) District to Include Conditional Uses
City of Oxford, Applicant

DESCRIPTION

As part of a city wide zoning ordinance update in 2003, some privately owned properties were rezoned from R-1 (Suburban Single-Family Dwelling) to MU (University District). The R-1 District no longer exists in the current zoning code. The properties not owned by Miami University comprise less than 1% of the MU zoned portions in the City of Oxford. This is a code clean-up item on the list of 2013 work priorities of the Planning Commission.

While the 2003 comprehensive update did permit privately operated land uses to continue, it did not accommodate for expansions or changes of those private land uses. Additionally, Site Development Regulations were not included in the 2003 amendment, so there is no guidance for dimensional requirements for any use other than single family. This proposed amendment proposes adding conditional uses that are the same as the R1MS (Single-Family Mile Square Residential) District. This would provide property owners the same rights as owners in other residential districts who desire to change from a single family use to one of several other conditional uses. It would also allow places of worship to expand under the same Conditional Use Permit process for other residential districts.

ZONING CODE

The attached text amendment proposes changes to Section 1143.11 by adding Site Development Regulations and a Conditional Use Section.

The proposed amendments fall within the Intent and Purpose Statements listed in Section 1143.11.

AGENCY REVIEWS

Requests for review were made to the Police, Fire, Engineering and Economic Development Departments. The following comments have been received:

Police:	No comment
Fire:	No comments received
Engineering:	No comment
Econ. Dev.	No comment

COMPREHENSIVE PLAN

Some applicable **Land Use Principles** of the Comprehensive Plan are as follows (p. 3.9):

- Infill development and redevelopment of underutilized sites is a priority. (3.9)

Some applicable **Land Use Goals** of the Comprehensive Plan are as follows (p. 3.21)

Objective 9: Create new residential areas with traditional neighborhood qualities

LU 9.4 Create standards, or modify existing standards, to allow for a mix of housing types within neighborhoods. (p. 3.24)

DECISION CRITERIA

A copy of the Text Amendment Decision Criteria is attached.

ANALYSIS

There is one privately owned property on Bouden Lane that is zoned MU. However, the majority of privately owned properties are in the East Chestnut Street area with nearby intersections of Oak Street, Maple Street and Garrod Lane.

The 2003 rationale for not having any Site Development Regulations in this zoning district may have been because Miami University owned nearly all of the property in the proposed district. However, after 10 years have passed, nine houses, one vacant lot and one church are not owned by Miami University. This means that if the church wanted to expand or redevelop, there would be no guidance for building setbacks, height, or lot coverage.

Additionally, none of those properties are able to change to a use allowed as a conditional use in nearly all other residential zoning districts. It may be wise to provide the owners with the same land use opportunities and dimensional guidance as in other districts. The Conditional Uses Section 1147 gives specific guidance for the Planning Commission review of those particular uses listed in the proposed amendment: Community-Oriented Residential Social Service Facilities, Shared housing for the elderly, Government recreation facilities, Bed and breakfasts, Day cares, Schools and Places of worship.

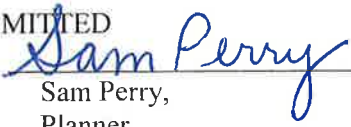
The Planning Commission and City Council are not obligated to approve a Conditional Use Permit. However, by allowing the opportunity for the case to be heard, it brings consistency among the residential category districts (11 are listed in Section 1133).

RECOMMENDATION

Staff recommends that the Planning Commission consider the proposed amendment as clean-up and ensure its alignment with the Purpose Statement of the district and the Comprehensive Plan.

SUBMITTED

BY:


Sam Perry,
Planner

DATE: March 4, 2013

(c) Planning Commission and Council Review. The Planning Commission shall base its recommendation on a proposed Zoning Code amendment upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

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

- (1) Decision standards. A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls.

Text Amendments

- A. The proposed amendment will make the Code conform more closely to the Comprehensive Plan.
- B. The proposed amendment will improve the public health, safety, and general welfare of Oxford.
- C. The proposed amendment will clarify the intent of the Code.
- D. The proposed amendment will better implement the intent of the Code.
- E. The proposed amendment will improve enforcement of the Code.

MU District Stats

	Shape Area sq. ft.
MU Poly 1	37787092.45
MU Poly 2	10265509.04
MU Poly 3	2002525.44
Sum	50055126.94
Acreage	1149.11
Sq Miles	1.80
Total City Sq M.	7.24
% MU zoned	0.25

MU Zone Non-Miami-Owned Property Summary		
Addr.	Sq. Ft.	Use
445 Bouden Ln	11,027.95	house
614 Garrod Ln	9,819.05	house
815 S. Maple	11,141.01	house
Garrod Ln	4,509.01	vacant
841 S. Maple	19,397.50	house
612 E. Chestnut	8,323.49	house
800 S. Maple	88,613.14	church
400 E. Chestnut	18,447.53	house
819 S. Oak	18,914.54	house
811 S. Oak	10,940.41	house
711 S. Oak	10,940.43	house
Tot sq ft.	212,074.06	
% MU Zone non-Miami	0.00424	
9 houses and 1 church		

City of Oxford
Inter-Office Review Transmittal Sheet

dist @ PC mtg
3/12/13

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to include conditional uses, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by:



Date: 3-11-13

John Dethenage
PRINTED NAME

R **RECEIVED** **D**
MAR 12 2013
CITY OF OXFORD

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to include conditional uses, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

.....
Drawings are returned: w/comments without/comments

Drawings reviewed by: _____

V. Popescu

Date: 3-6-13

VICTOR POPESCU

PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to include conditional uses, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by:



Date: 3-6-2013

R. B. Holzworth
PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to include conditional uses, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

.....
Drawings are returned: w/comments without/comments

Drawings reviewed by: _____

Date: 3-8-2013

G. Allen Kucera
PRINTED NAME

Case No.: PC-05-2013
Date Filed: 1/23/13

Zoning Code Text Amendment Application
City of Oxford, Ohio

REQUIRED INFORMATION

Name of Applicant:

Sam Perry, City of Oxford

Mailing Address:

(Attach a Letter of Agency if the applicant is not the property owner.)
101 E. High St., Oxford, OH, 45056

Telephone Number(s)

Email Address

SUBMISSION REQUIREMENTS

A written, detailed description, where applicable, is required for each subsection.

1143.11, MU district

All applications must include:

- A. A general description of the proposed amendment.
- B. A narrative statement that describes how the proposed amendment relates to the Comprehensive Plan.
- C. A statement that identifies potential negative consequences of the proposed amendment.
- D. Any existing section number and text that is proposed to be deleted or amended.
- E. Any new or amended text as it is proposed to be codified including its proposed location in the Code. (section numbers)
- F. A narrative statement that describes the expected effects of the proposed text.
- G. A narrative statement that compares the expected effects of the proposed text with any existing text that it will replace, if applicable.

Planning Commission and Council Review The Planning Commission shall base its recommendation on a proposed Zoning Code amendment upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall consider the Planning Commission recommendation. If the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

Decision Standards A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls. The proposed amendment will:

- A. make the Code conform more closely with the Comprehensive Plan.
- B. improve the public health, safety, and general welfare of Oxford.
- C. clarify the intent of the Code.
- D. better implement the intent of the Code.
- E. improve enforcement of the Code.

All materials and the application fee in the amount of **\$150.00 plus actual postage**, payable to the City of Oxford must be delivered to the office of Community Development, 101 East High Street, Oxford, Ohio 45056 45 days prior to the proposed meeting date. Any questions should be directed to the Community Development Department at (513) 524-5204.

NOTE: Incomplete applications will not be processed. City Staff will erect a public hearing sign on the subject property. It is the Applicant's responsibility to remove the signage once the hearing(s) are completed.

SIGNATURE OF APPLICANT:

Sam Perry

Date:

1-23-13

PRINTED NAME:

Sam Perry

FEE / RECEIPT

\$150 Fee plus Actual Postage Paid / Receipt Number:

NA

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: April 2, 2012

Sam Perry

Account Code No. #:

Prepared By:

Budgeted Amount:

March 25, 2013
Date Prepared:

Agenda Title: ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances; to Include the Minimum Period of Time for Reapplication

Recommendation: Approval

Discussion:

Section 8.08 of the Oxford Charter stipulates that the Board of Zoning Appeals shall have the power to hear and determine appeals from refusal of building permits and to permit exceptions to and variations from the zoning regulations in individual cases as may be required to afford justice and avoid unreasonable hardship to property owner. Chapter 1139 of the Oxford Zoning Code also prescribes a detailed process to file said application to go before the Board of Zoning Appeals.

The current code does not state a minimum period of time to allow for an application to be filed after it has been turned down, in whole or in part. It is common to allow for reapplications to take place after a certain period of time has lapsed since circumstances or conditions may have changed. Additionally, given the nature of the hearing process and the judicial proceeding, it is important to allow sufficient time for any interested parties to prepare, contemplate and comment on any application; therefore, it is desirable to set a time period before the same request may be considered.

Other types of applications such as a Conditional Use or Planned Development all have a minimum period of time of one year for reapplication. Furthermore, the State statute does not have any predetermined period of time for reapplication and it suggests that it should be left with the local government to determine what would be a reasonable timeframe for reapplication. Staff also has contacted several other municipalities to find out what their regulations are pertaining to this matter.

Making this change would codify the process to be consistent with the similar provisions of other sections of the Oxford Zoning Code.

The Planning Commission held its public hearing on March 12, 2013 and voted 6-0-0 to recommend Council approval.

Approved By:

Department Head:
City Attorney:
City Manager:

JHC 3/25/13
DRC 3/29/13

ORDINANCE NO.

ORDINANCE AMENDING OXFORD CODIFIED ORDINANCE SECTION 1139.02 ENTITLED PROCEDURE.

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

SECTION I: Council hereby finds that the City of Oxford Planning Commission held a public hearing on March 12, 2013 and that following the public hearing did deliberate and as a result of that deliberation, the Planning Commission recommended amending Oxford Codified Ordinance Section 1139.02 entitled Procedure, to modify subsection 1139.02 (b)(1).

SECTION II: Council hereby amends Section 1139.02 as follows: (additions are **bolded**)

1139.02 PROCEDURE

(a) Application. An application for a variance shall be filed with the Zoning Administrator. An application shall be complete prior to being scheduled for an adjudication hearing. An application will be placed on the agenda only if the Zoning Administrator is satisfied that all of the materials required by this chapter are included and are sufficient in their content to satisfy the intent of the application requirements. The Board will not hear any appeal on an application the Board deems incomplete.

(1) Contents of application for variance. Eight complete sets of all information shall be submitted with an application. The Zoning Administrator may modify this requirement based upon the type of materials included. The applicant is encouraged to contact the Zoning Administrator prior to submitting an application to discuss the submission requirement. If any information is submitted in color or on non-standard paper, more copies may be required.

- A. Application Fee.
- B. Description of Use and Site.
- C. The name, mailing address, and telephone number of the applicant and the property owner.
- D. If the applicant is not the owner, a statement from the owner that the applicant is entitled to apply on his or her behalf (Letter of Agency).
- E. A legal description of the site, including all separate lots.
- F. A description of the existing uses of the site.
- G. The zoning district in which the site is located.
- H. A description of the existing and proposed use.
 1. A description of operations, including type of goods sold, services performed, and expected number of customers, clientele, delivery, and service vehicles.
 2. The hours of operation.
- I. The nature and magnitude of the requested variance.
- J. The Code section from which the variance is requested.
- K. A separate narrative statement that explains how the proposed variance satisfies each of the Decision Standards required to grant a variance.
- L. A list of the names and mailing addresses of all landowners within 200 feet of the perimeter of the site.

(2) Site Plan. A scaled site plan shall include the following information in detail. The required information may be submitted on multiple site plans if inclusion of all information on a single plan makes it illegible or difficult to understand.

- A. North arrow.
- B. Scale.
- C. Vicinity map.
- D. All existing and proposed lot lines within the site.

- E. Dimensions of all lots and of the entire site and any adjacent rights-of-way.
 - F. Location, height, and use of all proposed and existing structures.
 - G. Location and design of all proposed vehicle management areas.
 - H. Location, size, and type of all proposed signs.
 - I. Location, height, and type of all proposed screening and landscaping.
 - J. Distances to residential zoning districts if within 1,000 feet.
 - K. The use of land and location of structures on adjacent property and across adjacent rights-of-way.
 - L. An indication of the regulation from which the variance is requested.
 - M. Other information as required by the Board of Zoning Appeals.
- (3) Elevations: Elevations of proposed structures, or typical elevations if structures are not yet designed, may be required by the Zoning Administrator if the proposed location, height, or bulk of the structure is such that it may negatively affect an adjacent use.
- (4) Other. Photographs of the existing use and its surroundings and other information regarding the proposed use, site, or surrounding area as may be pertinent to the application or required by the Board of Zoning Appeals.

(b) Reapplication.

(1) No application for a variance that is substantially similar to an application that has been denied or granted, wholly or in part, or revoked, shall be submitted **for one year** to the BZA for a decision. The Zoning Administrator shall determine if a similar application differs enough to be considered a different application and not subject to this section. The Zoning Administrator may consider factors such as the nature or size of a proposal, changes in the development or traffic patterns of the area, or newly discovered evidence pertinent to a decision on a previous application.

(2) An applicant may appeal the decision of the Zoning Administrator to the Board of Zoning Appeals as stipulated in this Chapter and Section 1129.09 of the Planning and Zoning Code.

(c) Board of Zoning Appeals Review. The Board of Zoning Appeals shall base its review of a variance application upon the complete application, upon any staff report, and upon any relevant and credible public testimony and evidence presented during the adjudication hearing. If the Board of Zoning Appeals finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

- (1) Burden of proof. The applicant shall be required to present by preponderance of reliable, probative and substantial testimony and evidence that supports the applicants request for a variance.
- (2) Decision standards. The Board of Zoning Appeals will consider the effect of the request on the public health, safety and welfare. Variances shall be granted only upon a determination that practical difficulties exist with respect to the property in question that would render strict application of the Planning and Zoning Code unreasonable. This determination shall be made without regard to the existence of variances and nonconformities on other land, sites, or structures not presently under consideration. In determining whether practical difficulties exist sufficient to warrant a variance, the Board shall consider and weigh the following factors:
 - A. Whether the property in question will yield reasonable return or whether there can be any beneficial use of the property without the variance;
 - B. Whether the variance is substantial;
 - C. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;
 - D. Whether the variance would adversely affect the delivery of governmental services (i.e. water, sewer, garbage);
 - E. Whether the property owner purchased the property with knowledge of the zoning restriction;
 - F. Whether the property owners' predicament feasibly can be obviated through some method other than a variance;

- G. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.
- H. Any other relevant factor.

(d) Action by Board of Zoning Appeals.

- (1) The Board of Zoning Appeals shall grant, grant with conditions, or deny a variance application as presented and shall clearly state the findings upon which its decision is based.
- (2) The Board of Zoning Appeals shall base its decision only upon the Decision Standards in this Chapter. In its decision, the Board of Zoning Appeals may waive or modify dimensional regulations of the Zoning Code, or impose more strict regulations and any additional conditions, guarantees, and safeguards it deems necessary to satisfy the purposes of this Zoning Code.

(e) Issuance of Permits.

- (1) The Zoning Administrator shall issue permits to permit the action for which a variance was sought after the Board of Zoning Appeals grants a variance. Construction permits shall not be issued unless the plans substantially conform to those upon which a variance was granted. Any action that exceeds a granted variance shall constitute a violation of the Zoning Code.
- (2) No order of the Board permitting erection or alteration of a building or the use of a building or premises shall be valid for a period longer than six (6) months, and upon the expiration of such period shall automatically be deemed revoked, unless a building permit for such erection or alterations is obtained and the work is started within such period, or, where no erection or alteration is necessary, the permitted use is established within such period, or an extension is requested in writing and granted by the Board.

(f) Appeal of Board of Zoning Appeals Decision.

- (1) Appeals to the decision of the Board of Zoning Appeals shall be made to the Court of Common Pleas of Butler County.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

**Certification of Action
Oxford Planning Commission
Recommendation to City Council**

<u>Report Date</u>	April 2, 2013
<u>Case Number</u>	PC-06-2013
<u>Applicant Information</u>	City of Oxford, Applicant
<u>Requested Action</u>	Zoning Code Text Amendment
<u>Summary of Request</u>	PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to Include the Minimum Period of Time for Reapplication, City of Oxford, Applicant
<u>Public Hearing Information</u>	On March 12, 2013 a Public Hearing took place at 118 W. High Street. A Public Hearing notice was published in the Oxford Press on February 8, 2013.
<u>Commission Action</u>	The Planning Commission voted 6-0-0 recommending approval to City Council.
<u>Commission Findings and Conclusions</u>	Under current regulations, there is no set time period stipulated when a substantially similar application can be refilled after being turned down by the Board of Zoning Appeals. This amendment would codify the process to be consistent with the similar provisions of other sections of the Oxford Zoning Code.
<u>Exhibits Submitted to the Commission</u>	1. Staff Report dated February 25, 2013 2. Interoffice Review Transmittal Sheets 3. Zoning Code Text Amendment Application dated January 23, 2013 4. Proposed Language

City of Oxford
Community Development Department
STAFF REPORT
Planning Commission

Case # PC-06-2013

Date – March 12, 2013

APPLICATION

Applicant:	City of Oxford
Action Request:	ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to Include the Minimum Period of Time for Reapplication City of Oxford, Applicant

DESCRIPTION

One of the issues the Planning Commission is reviewing is considering the addition of a minimum period of time for a Board of Zoning Appeals reapplication. Under the current regulations, there is no set time period stipulated when a substantially similar application can be refilled after being turned down, wholly or in part, by the Board of Zoning Appeals.

ZONING CODE

The attached text amendment illustrates changes to Chapter 1139 Variances

COMPREHENSIVE PLAN

Not applicable

AGENCY REVIEWS

Requests for review were made to the Police, Fire, Engineering and Economic Development Departments. The following comments have been received:

Police:	No comment
Fire:	No comments received
Engineering:	No comment
Econ. Dev.	Comment received

DECISION CRITERIA

A copy of the Text Amendment Decision Criteria is attached.

ANALYSIS

Section 8.08 of the Oxford Charter stipulates that the Board of Zoning Appeals shall have the power to hear and determine appeals from refusal of building permits and to permit exceptions to and variations from the zoning regulations in individual cases as may be required to afford justice and avoid unreasonable hardship to property owner. Chapter 1139 of the Oxford Zoning Code also prescribes a detailed process to file said application to go before the Board of Zoning Appeals, along with the decisions standards for the deliberation of its adjudication.

Apparently, the current code does not state a minimum period of time to allow for an application to be filed after it has been turned down, in whole or in part. It is common to allow for reapplications to take place after a certain period of time has lapsed since circumstances or conditions may have changed. Additionally, given the nature of the hearing process and the judicial proceeding, it is important to allow sufficient time for any interested parties to prepare, contemplate and comment on any application; therefore, it is desirable to set a time period before the same request may be considered.

Other types of applications such as a Conditional Use or Planned Development all have a minimum period of time of one year for reapplication. Furthermore, the State statute does not have any

predetermined period of time for reapplication and it suggests that it should be left with the local government to determine what would be a reasonable timeframe for reapplication. Staff also has contacted several other municipalities to find out what their regulations are pertaining to this matter. It would be reasonable to consider the same time frame.

It seems that this was inadvertently left out to be consistent with other regulations outlined in the Oxford Zoning Code. Based on these considerations, it would be reasonable to consider placing a one-year period of time to allow for a substantially similar application be filed before the Board of Zoning Appeals.

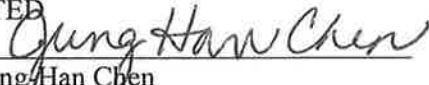
Making this change would codify the process to be consistent with the similar provisions of other sections of the Oxford Zoning Code.

RECOMMENDATION

Staff recommends that the Commission concur with the change and forward to Council for legislation.

SUBMITTED

BY:


Jung Han Chen

Community Development Director

DATE: February 25, 2013

ATTACHMENT

(c) Planning Commission and Council Review. The Planning Commission shall base its recommendation on a proposed Zoning Code amendment upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

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

- (1) Decision standards. A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls.

Text Amendments

- A. The proposed amendment will make the Code conform more closely to the Comprehensive Plan.
- B. The proposed amendment will improve the public health, safety, and general welfare of Oxford.
- C. The proposed amendment will clarify the intent of the Code.
- D. The proposed amendment will better implement the intent of the Code.
- E. The proposed amendment will improve enforcement of the Code.

dist @ PC mtg
3/12/13

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to include the minimum period of time for reapplication, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by:



Date: 3-11-13

John Detherage

PRINTED NAME

R **E** **C** **E** **I** **V** **E** **D**
MAR 12 2013
CITY OF OXFORD

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to include the minimum period of time for reapplication, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

.....
Drawings are returned: w/comments without/comments

Drawings reviewed by: _____

V. Popescu

Date: 3-6-13

VICTOR POPESCU

PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to include the minimum period of time for reapplication, **City of Oxford, Applicant**

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

.....

Drawings are returned: w/comments without/comments

Drawings reviewed by: _____

Date: 3-6-2013

R. B. HOLZWORTH
PRINTED NAME

City of Oxford
Inter-Office Review Transmittal Sheet

Date: 3/5/13

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to include the minimum period of time for reapplication, **City of Oxford, Applicant**

☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **3/8/13** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

ANOTHER GREAT IDEA.

Drawings reviewed by: _____

Date: 3-8-2013

G. Allen Ketchen
PRINTED NAME

Case No.: PC-06-2013
Date Filed: 1/23/13

Zoning Code Text Amendment Application
City of Oxford, Ohio

REQUIRED INFORMATION

Name of Applicant:

Sam Perry, City of Oxford
(Attach a Letter of Agency if the applicant is not the property owner.)

Mailing Address:

101 E. High St., Oxford, OH 45056

Telephone Number(s)

Email Address

SUBMISSION REQUIREMENTS

A written, detailed description, where applicable, is required for each subsection.

1139, Variances

All applications must include:

- A. A general description of the proposed amendment.
- B. A narrative statement that describes how the proposed amendment relates to the Comprehensive Plan.
- C. A statement that identifies potential negative consequences of the proposed amendment.
- D. Any existing section number and text that is proposed to be deleted or amended.
- E. Any new or amended text as it is proposed to be codified including its proposed location in the Code.
(section numbers)
- F. A narrative statement that describes the expected effects of the proposed text.
- G. A narrative statement that compares the expected effects of the proposed text with any existing text that it will replace, if applicable.

Planning Commission and Council Review The Planning Commission shall base its recommendation on a proposed Zoning Code amendment upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall consider the Planning Commission recommendation. If the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

Decision Standards A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls. The proposed amendment will:

- A. make the Code conform more closely with the Comprehensive Plan.
- B. improve the public health, safety, and general welfare of Oxford.
- C. clarify the intent of the Code.
- D. better implement the intent of the Code.
- E. improve enforcement of the Code.

All materials and the application fee in the amount of **\$150.00 plus actual postage**, payable to the City of Oxford must be delivered to the office of Community Development, 101 East High Street, Oxford, Ohio 45056 45 days prior to the proposed meeting date. Any questions should be directed to the Community Development Department at (513) 524-5204.

NOTE: Incomplete applications will not be processed. City Staff will erect a public hearing sign on the subject property. It is the Applicant's responsibility to remove the signage once the hearing(s) are completed.

SIGNATURE OF APPLICANT:

Sam Perry

Date:

1-23-13

PRINTED NAME:

Sam Perry

FEE / RECEIPT

\$150 Fee plus Actual Postage Paid / Receipt Number:

NA

A Regular meeting of the Oxford City Council was called to order by Mayor Richard Keebler on Tuesday, March 5, 2013 at 6:30 p.m. Those members present were Ken Bogard, Bob Blackburn, John Harman, Kevin McKeehan, Kate Rousmaniere and Steve Snyder.

Staff members present: Mr. Doug Elliott, City Manager; Mr. Mike Dreisbach, Service Director; Mr. Bob Holzworth, Police Chief; Mr. Joe Newlin, Finance Director; Mr. Jung-Han Chen, Community Development Director; Ms. Gail Brahier, Parks and Recreation Director; Mr. Alan Kyger, Economic Development Director; Mr. Steve McHugh, Law Director, and Ms. Mary Ann Eaton, Clerk of Council.

ADJOURN TO EXECUTIVE SESSION

Mr. McKeehan moved to adjourn to Executive Session immediately in accordance with Ohio Revised Code Section 121.22(G)(1) for the purpose of discussing Appointments to Boards and Commissions, Section 121.22(G)(2) for the purpose of discussing property acquisition and 121.22(G)(3) to discuss imminent court action. Mr. Harman seconded. The motion passed by the following roll call:

AYE: Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn
Mr. Keebler (7)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

Mr. McKeehan moved to return from Executive Session at 7:30 p.m. Mr. Snyder seconded. The motion passed 7-0-0.

PLEDGE OF ALLEGIANCE

Mayor Keebler requested the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Keebler requested that Resolution number 1. regarding the Butler County Regional Water Rescue Task Force be removed from the agenda since Chief Detherage was not present.

Mr. Snyder moved to amend the agenda by removing item 5. 1. Mr. Blackburn seconded. The motion passed 7-0-0.

Mr. Bogard moved to approve the agenda as amended. Mr. Harman seconded. The motion passed 7-0-0.

PUBLIC PARTICIPATION

APPOINTMENTS TO BOARDS & COMMISSIONS

Mr. Bogard noted the rationale for the following motion was to adjust the term for current members of Boards and Commissions to bring their term ending dates in line with the proper rotation sequence. Mr. Bogard noted this would ensure that too many vacancies would not occur at the same time.

Mr. Bogard moved to adjust Mike Pavloff's term on the Civil Service Commission to end on June 30, 2015, John Barnhart's term on the Board of Zoning Appeals to end on June 30, 2015, Kevin Armitage's term on the Environmental Commission to end on June 30, 2014, Kelly Church's term on the Environmental Commission to end on June 30, 2016 and Vincent Hand's term on the Environmental Commission to end on June 30, 2015. Mr. Snyder seconded. The motion passed 7-0-0.

PUBLIC COMMENTS

There were no comments from the public.

CONSENT AGENDA

MINUTES

Minutes of the March 5, 2013 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

RESOLUTION

SALVAGED VEHICLES

A Resolution No. 4730 authorizing the sale of salvaged, junk and/or abandoned motor vehicles. (Bob Holzworth, Police Chief)

Mr. Snyder moved to approve the consent agenda. Mr. Bogard seconded. The motion passed 7-0-0.

RESOLUTIONS

RESOLUTION

PROPERTY & CASUALTY INSURANCE

A Resolution No. 4731 accepting the insurance bid of Insurance Specialist Group, Inc. DBA Love Insurance Partners for the City's property and casualty insurance coverage for 2013. (Joe Newlin, Finance Director)

Mr. Newlin advised the proposed Resolution was for the City's annual renewal of general liability and property insurance. Mr. Newlin noted the City had some bad experience over the last two years and two insurance companies did not want to submit a quote and two others weren't interested unless the price would be at least \$150,000.

Mr. Newlin advised staff met with the City's insurance agent and was able to decrease their initial quote by \$4,094 by adjusting deductibles and dropping two vehicles that were no longer in service.

Mr. McKeehan inquired if the carrier would remain the same and Mr. Newlin advised yes.

Mr. McKeehan moved to adopt Resolution No. 4731. Mr. Blackburn seconded. The motion passed 7-0-0.

RESOLUTION
OPPOSING HB 5

A Resolution No. 4732 opposing the passage of HB 5 by the Ohio General Assembly. (Doug Elliott, City Manager)

Mr. Elliott advised he had shared information about HB 5 with Council in the past and staff had been monitoring the progression of the bill very closely. Mr. Elliott noted HB 5 as drafted and introduced contained language that was detrimental to the financial stability of municipalities, would reduce revenue for all municipalities in Ohio, would increase the administrative burden for all municipalities, would remove already existing uniformity, and it included unfunded mandates which would limit the ability for municipalities to provide basic services to residents and resident businesses. Mr. Elliott noted the recent reduction in the Local Government Fund, the elimination of the Estate Tax, and the repeal of the Tangible Personal Property Tax had already resulted in a loss of approximately \$750,000 per year in revenue for the City of Oxford. Mr. Elliott advised the proposals in HB 5 would result in an additional estimated loss of revenue of \$100,000 or more for the City of Oxford.

Mr. Elliott noted last summer Council adopted a Resolution supporting 21 uniformity principals put forth by the Dayton Region Mayors and City Managers which provided for tax uniformity and the principals were revenue neutral. Mr. Elliott advised staff would urge the General Assembly to consider those principals in a new version of the bill. Mr. Elliott advised the City needed to fight to protect its single largest revenue source (income tax) which provided 70% of the City's General Fund Revenue and 65% of revenues for the Fire & EMS Fund. Mr. Elliott noted these funds allowed the City to provide essential municipal services to promote the quality of life for residents and businesses, and any forced reductions would have a negative impact and would create an environment that was detrimental to retaining and attracting businesses in Ohio. Mr. Elliott urged Council to adopt the proposed Resolution, and noted if adopted, he would forward it to State Representative, Tim Derickson. Mr. Elliott advised he would also meet with Mr. Derickson and share with him why the City opposed HB 5.

Mr. Snyder inquired if Mr. Elliott knew of any concerted efforts by the Ohio Municipal League, City Managers or City Councils to personally go to Columbus to lobby the legislators regarding HB 5. Mr. Elliott advised about one and a half weeks ago the Northeast Ohio Mayors and Managers held a press conference regarding HB 5 and shortly after that the Dayton area Mayors and Managers held a press conference. Mr. Elliott noted opponent hearings had not been scheduled yet for this legislation.

Mr. Snyder inquired if Mr. Elliott thought people would go to Columbus to testify once the opponent hearings were scheduled and Mr. Elliott advised yes. Mr. Elliott noted he shared with Mr. Derickson his opposition to HB 5 and sent him the 21 revenue neutral items a lot of people would like to see adopted. Mr. Elliott advised Mr. Derickson forwarded that information to the chairman of the committee scheduling the hearings.

Mr. Snyder inquired if HB 5 was part of the attempt to decrease taxes in the State of Ohio and Mr. Elliott noted he felt it was more an issue of tax reduction than of uniformity. Mr. Snyder inquired if the City would have to appoint a new official if HB 5 was adopted and Mr. Elliott advised yes. Mr. Elliott noted he wasn't sure if the Problem/Resolution Officer would be a part-time or full-time position.

Ms. Rousmaniere thanked Mr. Elliott for his leadership and for educating Council members on this issue. Ms. Rousmaniere noted the Oxford League of Women Voters which was a non-partisan civic organization was going to interview state legislators in the next few weeks and would ask about HB 5 as a local question. Ms. Rousmaniere advised Mr. Elliott provided a lot of information about the loss of up to \$750,000 in the reduction Local Government Funding, the loss of estate tax, the loss of tangible personal property tax and with HB 5 an additional loss of \$100,000 or more. Ms. Rousmaniere inquired if Mr. Elliott had a sense of how the state representatives viewed the proposed bill and Mr. Elliott advised no. Mr. Elliott noted his hope the state representatives would work with municipalities to develop a revenue neutral bill that would achieve municipal income tax uniformity.

Ms. Rousmaniere moved to adopt Resolution No. 4732. Mr. Blackburn seconded. The motion passed 7-0-0.

ORDINANCES

SECOND READING

ORDINANCE

NEW SECTIONS

1141.01, 1141.02 & 1141.04

An Ordinance No. 3204 Repealing Oxford Codified Ordinance Sections 1141.01, Accessory Regulations, 1141.02, Temporary Regulations, And 1141.04, Environmental Regulations, And Adopting New Oxford Codified Ordinance Sections 1141.01, Accessory Regulations, 1141.02, Temporary Regulations, and 1141.04, Environmental Regulations. (Jung-Han Chen, Community Development Director)

Mr. Chen noted the proposed Ordinance would remove any inconsistencies between Chapter 1141 and other provisions of the Codified Ordinances which Mr. Kyger would address later this evening. Mr. Chen advised the changes for Council's consideration were shown on pages 59 and 60 of the agenda packet.

Mr. Bogard moved to adopt Ordinance No. 3204. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn, Mr. Bogard
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTION 1143.10

An Ordinance No. 3205 Repealing Oxford Codified Ordinance Section 1143.10 Entitled Uptown District, And Adopting New Oxford Codified Ordinance Section 1143.10 Entitled Uptown District. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed Ordinance would clarify the intent of the sidewalk use permit in the Uptown District. Mr. Chen noted the changes were shown on page 65 of the agenda packet for Council's consideration.

Ms. Rousmaniere moved to adopt Ordinance No. 3205. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn, Mr. Bogard, Mr. Harman
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW CHAPTER 1137

An Ordinance No. 3206 Repealing Oxford Codified Chapter 1137 Entitled Nonconformities, And Adopting New Oxford Codified Ordinance Chapter 1137 Entitled Nonconformities. (Jung-Han Chen, Community Development Director)

Mr. Chen advised he had no new information to discuss since the first reading of the proposed Ordinance. Mr. Chen noted he provided Council with a memo showing the evolution of the zoning code regulations related to nonconforming uses. Mr. Chen offered to answer any questions.

Mr. Peter McCarthy, 5990 Contreras Road, noted there had been a tremendous transition of the nonconforming regulations over the past 10 years and they had gotten more and more restrictive on the business of being a landlord in Oxford. Mr. McCarthy advised the 2007 regulation called for a 20% reduction in occupancy and the proposed language called for a 30% reduction in occupancy.

Mr. McCarthy noted it was difficult to predict how to run a business if in 10 years the regulations would be changed. Mr. McCarthy inquired if Council members would recommend to any of their friends to invest their retirement money in a nonconforming piece of property in Oxford. Mr. McCarthy noted 70% of the property in the Mile Square was nonconforming and Council should support the majority of the property owners not attack them. Mr. McCarthy respectively asked Council to turn down the proposed legislation.

Mr. Snyder asked for input from the Planning Commission representatives with regard to the evolution of 20%, 25% and the proposed 30% reduction in occupancy and inquired what discussions had taken place over the past year during the Planning Commission meetings.

Mayor Keebler noted Ms. Rousmaniere served on the sub-committee that recommended the proposed language and asked her to address Mr. Snyder's inquiry.

Ms. Rousmaniere thanked Mr. Chen for providing the summary of changes to the non-conforming regulations. Ms. Rousmaniere advised in 2003 there was no way to change a nonconforming structure without complying 100% with the underlying zoning district. Ms. Rousmaniere noted in 2007 that was changed to allow a structure to be rebuilt with a 20% reduction in occupancy. Ms. Rousmaniere advised the purpose of the sub-committee was to find ways to encourage the redevelopment of nonconforming structures and to streamline the process whereby that could happen. Ms. Rousmaniere noted the subcommittee created 3 categories for making improvements to nonconforming structures: Renovation, Reconfiguration and Reconstruction. Ms. Rousmaniere advised renovation could occur without changes to the rental permit and reconfiguration required a 30% reduction in the approved rental occupancy. Ms. Rousmaniere noted reconstruction required full compliance with the regulations of the underlying zoning district. Ms. Rousmaniere advised the subcommittee tried to find ways to encourage the rebuilding of nonconforming structures and at the same time deal with the issue of density in certain parts of the City. Ms. Rousmaniere noted she reviewed the Comprehensive Plan which stated in 1998 and in 2008 that citizens asked for ways to improve the housing conditions within the Mile Square, that the large presence of rental housing be addressed, and that deteriorated houses and daily concern with Code Enforcement be addressed. Ms. Rousmaniere advised as a Council member her concern was to follow the Comprehensive Plan's interest in clarifying and lessening the density of housing in certain parts of the City. Ms. Rousmaniere noted the 30% reduction in occupancy would lower the permanent occupancy of a house and the subcommittee took into account that a large number of apartments and houses were already at 50% occupancy due to market forces and due to increased housing options within the City. Ms. Rousmaniere advised there were a lot of empty houses and there were a lot of houses with high occupancy permits and the goal was to change that.

Mayor Keebler noted the recommendation for a 30% reduction in occupancy came from the subcommittee and he wasn't sure if it made a difference if the reduction was 25% or 30%. Mayor Keebler advised he felt the reduction should be more than 20%. Mayor Keebler noted as Ms. Rousmaniere discussed, the effective occupancy was not what the permitted occupancy was in most instances. Mayor Keebler advised the effective occupancy today was approximately half of the permitted occupancy on the larger denser properties and he felt a 25% or 30% reduction in occupancy would not make much of a difference. Mayor Keebler noted the option of applying for a variance permit through the BZA for certain types of improvements.

Mr. Snyder advised an objective of the Joint Work Session with the Planning Commission last year was to streamline processes and inquired if the proposed legislation was an outcome of that Work Session and Mr. Chen advised yes. Mr. Chen noted the proposed language would eliminate the need to go before the BZA to make improvements in most cases. Mr. Snyder noted the proposed legislation would streamline processes and would meet some objectives of the Comprehensive Plan.

Mr. McKeehan noted he concurred with Mayor Keebler's comments. Mr. McKeehan advised there was only one landlord in attendance speaking to the issue which was a strong statement in his opinion. Mr. McKeehan noted he felt this was a step in the right direction and if it became problematic Council could address the issue again.

Mr. Blackburn inquired how many properties were permitted for 14-18 tenants and noted these were the properties being targeted in the Mile Square. Mr. Chen advised the proposed language dealt with nonconforming uses in general and there were more than 70 lodging houses in the Mile Square. Mr. Blackburn advised tenants wanted larger bedrooms, kitchens and living rooms and the occupancy would be reduced by the landlord in making those improvements. Mr. Blackburn suggested using a 20% reduction factor with a maximum reduction of 2 occupants. Mr. Blackburn noted this would reduce density and the landlord/property owner would not be extremely penalized. Mr. Blackburn advised he felt this would help the landlord/property owner afford to make improvements and not take away from the property value. Mr. Blackburn noted he felt a reduction of 4-6 tenants would prevent the landlord/property owner from making any improvements to these properties. Mr. Blackburn advised against making reconfiguration too difficult for landlords/property owners.

Mayor Keebler advised he felt it went both ways and that reconfiguration could result in additional occupancy. Mayor Keebler noted he felt the proposed language would increase the effective occupancy somewhat as opposed to reducing the permitted occupancy.

Ms. Rousmaniere moved to adopt Ordinance No. 3206. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Rousmaniere, Mr. Snyder, Mr. Bogard, Mr. Harman, Mr. McKeehan
Mayor Keebler (6)

NAY: Mr. Blackburn (1)

ABS: None (0)

ORDINANCE
AMENDING SECTION
1159.10 & 1159.19

An Ordinance No. 3207 Amending Oxford Codified Ordinance Section 1159.10, Definitions (Beginning With The Letter "I") And Oxford Codified Ordinance Section 1159.19, Definitions (Beginning With The Letter "R"). (Jung-Han Chen, Community Development Director)

Mr. Chen advised the definitions for Reconfiguration, Reconstruction, Renovation and Intensity needed to be added to the Definition Chapter of the Zoning Code.

There were no comments from the public or from Council.

Mr. Harman moved to adopt Ordinance No. 3207. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Snyder, Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTION 1143.12

An Ordinance No. 3208 Repealing Oxford Codified Ordinance Section 1143.12 Entitled GB General Business District, And Adopting New Oxford Codified Ordinance Section 1143.12 Entitled GB General Business District. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed amendments as shown on pages 101 and 102 of the agenda packet would remove inconsistencies and clarify the intent with regard to Site Development Regulations and Supplementary Regulations in the General Business District. Mr. Chen noted the proposed language included some flexibility with regard to building design element issues.

There were no comments from the public or from Council.

Mr. Snyder moved to adopt Ordinance No. 3208. Mr. Bogard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTION 1151.05

An Ordinance No. 3209 Repealing Oxford Codified Ordinance Section 1151.05 Entitled Permanent Signs, and Adopting New Oxford Codified Ordinance Section 1151.05 Entitled Permanent Signs. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed amendments would address signage regulations for single and multi-tenant sites.

Mr. Snyder inquired if the Oxford Chamber of Commerce had input on the proposed amendments and Mr. Chen advised yes.

Mr. McKeehan moved to adopt Ordinance No. 3209. Ms. Rousmaniere seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
AMENDING SECTION 351.17

An Ordinance No. 3210 Amending Oxford Codified Ordinance Section 351.17 Entitled Vendor Parking. (Alan Kyger, Economic Development Director)

Mr. Kyger advised the proposed amendment would eliminate the reference to zoning districts that no longer existed and added a reference to municipal property with regard to vendor parking.

There were no comments from the public or from Council.

Mr. McKeehan moved to adopt Ordinance No. 3210. Mr. Snyder seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn, Mr. Bogard
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
AMENDING SECTION 729.05

An Ordinance No. 3211 Amending Oxford Codified Ordinance Section 729.05 Entitled Sales On Certain Municipal Property Prohibited. (Alan Kyger, Economic Development Director)

Mr. Kyger advised the proposed language defined that persons could sell items on municipal property for non-profit charitable community events with permission from the City Manager's Office. Mr. Kyger noted requests for serving alcohol in any manner on municipal property would require approval by City Council.

Mr. Snyder noted in the past it was a practice to bring requests for the use of alcohol on municipal property to Council for approval and now it was being codified.

Mayor Keebler advised the way the code was currently written anyone wishing to sell anything on municipal property had to get Council's approval and this would allow non-profit organizations to get approval from the City Manager's Office.

Ms. Rousmaniere moved to adopt Ordinance No. 3211. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. McKeehan, Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn, Mr. Bogard, Mr. Harman
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTION 931.12

An Ordinance No. 3212 Repealing Oxford Codified Ordinance Section 931.12 Entitled Garbage, Refuse and Recycling Service, And 931.13 Entitled Charges, And Adopting New Oxford Codified Ordinance Section 931.12 Entitled Garbage, Refuse and Recycling Service, And 931.13 Entitled Charges. (Alan Kyger Economic Development Director)

Mr. Snyder moved to adopt the proposed Ordinance. Ms. Rousmaniere seconded.

Mr. Kyger advised the ordinance always allowed for trash compactor use but it did not allow for shared trash compactor use. Mr. Kyger noted the Uptown District was a trash congested area and there were at least 2 entities that would like to share compactors among different merchants. Mr. Kyger advised at the last meeting there was concern that persons redeveloping properties or constructing new properties would not provide the required area for trash collection and the proposed Ordinance was amended since the first reading to address that issue.

Mr. Snyder withdrew his motion to adopt the proposed Ordinance. Ms. Rousmaniere withdrew her second.

Mayor Keebler advised he appreciated the changes and noted the Planning Commission would make recommendations in the near future regarding requirements for trash collection facilities.

Mayor Keebler noted all fee amounts had been removed from the proposed Ordinance as they were out of date. Mayor Keebler advised Section 931.13 referred to the current City of Oxford Fee Ordinance for all fees and charges.

Mr. Snyder moved to adopt Ordinance No. 3212 as amended and presented in the March 19, 2013 City Council agenda. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Rousmaniere, Mr. Snyder, Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. McKeehan
Mayor Keebler (7)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS

Mr. Elliott advised the City was approached by representatives of a property owner regarding a parcel of land on the corner of US 27 North and Todd Road. Mr. Elliott noted the property owner wished to obtain water and sewer service from the City which would require the parcel to be annexed according to the City's annexation policy. Mr. Elliott advised the tract of land was vacant and consisted of just less than 14 acres and the City was planning to include two other parcels of land in the annexation. Mr. Elliott noted the other parcels were owned by Koenig Equipment and Gillman's and the property owners had previously signed annexation agreements with the City. Mr. Elliott advised he had recently met with both property owners. Mr. Elliott noted he anticipated that the annexation would occur under the Expedited Type II process and that the petition would be submitted to the Butler County Commissioners in early April. Mr. Elliott advised he planned to serve as the agent for the petitioners.

Mr. Elliott noted he had been in communication with the owner of the Princess Theatre to let her know the City was still interested in the property. Mr. Elliott advised he had no new information to report at this time.

Ms. Brahier noted tomorrow was the first day of spring. Ms. Brahier advised the Easter egg hunts would take place next Thursday evening at 9:30 p.m. on the Tri grounds for 4th to 6th graders and on Saturday at 11:00 a.m. at the Community Park for 1st to 3rd graders. Ms. Brahier advised the Parks and Recreation staff had been stuffing 5,000 eggs and thanked all of the local businesses for providing gift certificates and other donations for the Easter egg hunts.

Mr. Kyger noted TJ Maxx workers were struggling to get a 40 year old waterline to hold pressure and commended the Service Department and the Community Development Department for working together at the last minute to provide a solution for this problem.

Mr. Blackburn advised the Miami hockey team had a good weekend and would be going to the play-offs. Mr. Blackburn noted he felt Oxford was fortunate to have a hockey team of their caliber and wished them well in the play-offs.

Mr. Blackburn noted a Relay for Life fundraiser would take place Saturday morning at LaRosa's from 7-11 a.m. and French toast would be served. Mr. Blackburn noted the Reily Fire & EMS Axillary would hold its annual Fish Fry on Friday from 4:30 to 7:30 p.m.

Ms. Rousmaniere noted this Saturday, March 23 from 8:30 to 9:30 p.m. was designated as 'Earth Hour' and everyone was encouraged to turn off their lights for 1 hour as a commitment to protect the planet. Ms. Rousmaniere advised April 20, 2013 was 'EarthFest Day' which would include a public service project of litter collection. Ms. Rousmaniere noted she would provide more information on the event at a later date.

Ms. Rousmaniere advised the Butler County Regional Transit Authority (BCRTA) was partnering with Miami University starting in August and the Miami Metro buses would be replaced with BCRTA buses. Ms. Rousmaniere noted the bus routes would be expanded into various parts of the City and a representative from BCRTA would make a presentation to Council on April 16 regarding the new routes. Ms. Rousmaniere advised people could view the proposed routes at miamiohio.edu/parkingnewtransitroutes and they could provide comments as well.

Mr. McKeehan advised he provided Council members with the Annual Report from Supports to Encourage Low-income Families (SELF). Mr. McKeehan noted he served as the City's representative on the SELF Board and advised they did a lot of good in Butler County including Oxford.

Mayor Keebler advised Council's Annual Retreat would take place the second or third week in June and more information would follow.

Mayor Keebler noted the Council meetings on November 5th and November 19th would conflict with Miami's home football games and advised he would like to reschedule the meetings for November 4th and November 18th.

ADJOURN

Mr. Bogard moved to adjourn at 8:36 p.m. Ms. Rousmaniere seconded. The motion passed 7-0-0.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: April 2, 2013

Service Department
Originating Department

Account Code #: N/A

David Treleaven
Prepared By

Budgeted Amount: N/A

March 14, 2013
Date Prepared

Agenda Title: Environmental Commission Meeting of March 6, 2013

Recommendation: For Review and Consideration

Discussion:

Environmental Commission members present at the Wednesday, March 6, 2013 meeting were: Chair, Mr. Vince Hand; Vice-Chair, Mr. Kevin Armitage; City Council Representative, Ms. Kate Rousmaniere; Planning Commission Representative, Mr. Ted Wong, and Ms. Kelly Church. A quorum was present. Mr. Wright Gwyn had previously notified the Commission he would be unable to attend the meeting. Mr. Tyler Elliott, a senior with Miami University's Western Program, was also in attendance.

Minutes from the February 6, 2013 Commission meeting was unanimously accepted as presented.

At the February meeting, Mr. Tyler Elliott informed Commissioners that as a Senior Project, he was investigating the creation of municipal legislation to limit and/or prohibit potential waste water injection into the local bedrock. Mr. Elliott's review of other Ohio municipalities that had passed local legislation prohibiting waste water injection (Cities of Cincinnati and Mansfield were mentioned), indicated that an addition of single sentence into Oxford's Codified Ordinance Chapter 923.16 (Private Industrial Waste Treatment Facilities) should suffice. Commissioners were presented with a draft of Mr. Elliott's proposed revisions, and were informed it closely mirrored the existing legislation from the municipalities that Mr. Elliott had identified. Commissioners suggested the addition of introduction text providing background and summary for City Council. Mr. Elliott is to prepare the introduction with peer review by his academic advisor and provide it for distribution to Commissioners prior to the April 3, 2013 meeting.

City Councilor Ms. Kate Rousmaniere and Planning Commissioner Mr. Ted Wong informed the Commission that at a Planning Commission and City Council work session, the Butler County Regional Transit Authority (BCRTA) was assuming the local Metro Bus routes and expanding service to include Oxford residents for a \$2.00 fee (Miami University students would still be able to utilize the transportation service at no immediate, direct cost). The BCRTA was also expanding local service to include Hamilton. The availability for Oxford residents to utilize the BCRTA bus service is to commence in August 2013.

(Continued)

Approved By:

Department Head:
City Manager:

Initial

Date

DT

3/19/13

DT

3/29/13

The Commission reviewed a revised draft Storm Water Management Summary Report prepared by Councilor Ms. Kate Rousmaniere and Mr. Wright Gwyn. The report is intended to be a summary of past and current storm water conditions, and recommendations for City Council and staff consideration. The previous draft had been updated with additional details to past storm water management studies that have occurred in the community. In addition, Chair, Mr. Vince Hand provided a detail summary of the storm water survey conducted by the Commission during 2012 with perceived key stakeholders in the community. Commissioners were asked to thoroughly review the draft Storm Water Management Summary Report with the intention of final action on the Report in the April 2013 Commission meeting. A discussion on the best approach towards requiring storm water best management practices (BMP) ensued. Commissioners briefly discussed merits and minuses of incorporation of BMPs requirements into Oxford's the Storm Water Design Manual, revising existing codified ordinances, or creation of a specific codified ordinance addressing storm water management.

A review of the Environmental Commissioner's terms by Oxford's Clerk of Council, Ms. Mary Ann Eaton, had found that over time, apparent errors had occurred in the way the Commission had made past appointments and reappointments. Ms. Eaton had provided a list of five items for the Commission to resolve. Four of the five issues involved adjustments to exiting Commissioners' current terms. The Commissioners acted in accordance with Ms. Eaton's recommendations. The fifth issue was the appointment of a new Commissioner to complete Mr. Charlie Ford's term. Mr. Ford had resigned from the Commission to join the board of the Three Valley Conservation Trust. The Trust and the Environmental Commission had conflicting meeting schedules which would have prevented him from serving on both. Commissioners were asked to consider possible nominations for this vacancy.

Staff informed Commissioners that this year's Earth Day community celebration ("EarthFest"), as organized by Miami University's Institute for the Environment and Sustainability, would be held on Saturday, April 20, 2013. The format of this year's EarthFest and its location had been changed relative to past years. EarthFest is to run from 10:00 am to 1:00 pm, with the first hour dedicated to a public service project of litter collection, followed by informational displays and environmental activities on Miami University's "Slant Walk" near the intersection of South Campus Avenue and East High Street. The Environmental Commission intends to host a display table with information to the public on storm water, urban forestry issues, and recycling.

Mr. Wright Gwyn had requested that the Environmental Commissioners be reminded that Saturday, March 23, 2013 at 8:30 pm is the start of "Earth Hour", a global movement uniting people to protect the planet. Every year, towards the end of March, Earth Hour brings together communities from across the world celebrating a commitment to the planet by switching off lights for one designated hour. By switching off lights, the community is acknowledging its commitment to do something more for the planet that goes beyond the hour. Staff was asked to investigate having The Oxford Press announce this event.

The Commission adjourned at 8:40 p.m. The next scheduled meeting of the Environmental Commission is on Wednesday, April 3, 2013 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: April 2, 2013

Account Code No. #:

Jung-Han Chen
Prepared By

Budgeted Amount:

March 26, 2013
Date Prepared

PLANNING COMMISSION MEETING REPORT – March 12, 2013
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Public Hearing:

PC-05-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1143.11 MU (Miami University) District to Include Conditional Uses, **City of Oxford, Applicant**

This case was part of a code clean-up item on the list of 2013 work priorities of the Planning Commission. Currently, privately owned properties, located within the Miami University District, do not have the same zoning code provisions as other residential districts. This amendment will add dimensional regulations and conditional uses that are the same as the R1MS (Single-Family Mile Square Residential) District.

After the Public Hearing, the Planning Commission voted 6-0-0 to recommend approval to City Council.

PC-06-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1139 Variances to Include the Minimum Period of Time for Reapplication, **City of Oxford, Applicant**

Under current regulations, there is no set time period stipulated when a substantially similar variance application can be re-filed after being turned down by the Board of Zoning Appeals. This amendment will codify the process to be consistent with the similar provisions of other sections of the Oxford Zoning Code. Staff noted their contact with other municipalities having time limits. Staff also identified other applications that had minimum periods of time for reapplication.

After the Public Hearing, the Planning Commission voted 6-0-0 to recommend approval to City Council.

PC-07-2013 ZONING CODE TEXT AMENDMENT to Amend Chapter 1145 Planned Developments to Include the Period of Validity for an Approved Preliminary Planned Development, **City of Oxford, Applicant**

The current planned development regulations do not contain any provision related to the expiration date for an approved preliminary planned development, thus allowing the preliminary plan to be valid indefinitely. The current provision addresses an approved final planned development, but not the approved preliminary planned development. Staff contacted several Ohio city planners to see what their jurisdiction's regulations stated. The Planning Commission also discussed timeframes and extensions.

The Planning Commission agreed with the concept but requested that the language be clarified and brought back to a future Planning Commission meeting. The Planning Commission agreed to Table PC-07-2013.

Future Discussion Items:

The Planning Commission discussed 2013 goals and breaking into subcommittees to achieve them.

Next Meeting:

The next regularly scheduled Planning Commission meeting will take place April 9, 2013. A work session will take place prior to this meeting.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial

Date

JHC 13/25/13

DAK 3/29/13

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Fire
Originating Department

Council Meeting Of: March 19, 2013

John Detherage
Prepared By

Account Code No. #: 418.151.52520

Budgeted Amount: \$39,500.00

March 14, 2013
Date Prepared

Agenda Title: A Resolution authorizing the purchase of a 2013 Police Interceptor SUV

Recommendation: Adopt the Resolution.

Discussion: This purchase will consist of a 2013 Police Interceptor SUV from the State of Ohio contract and the associated emergency equipment and installation including wiring, warning lights and siren, center console, computer mount, and cabinetry.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

[Signature] 3/14/13
[Signature] 3/29/13

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GERMAIN FORD OF COLUMBUS, OHIO, FOR THE PURCHASE OF A 2013 POLICE INTERCEPTOR SUV AND SPECIFIED INSTALLED OPTIONS AT STATE CONTRACT PRICING AT A COST NOT TO EXCEED \$39,466.00.

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

SECTION 1: The 2013 capital equipment budget includes \$39,500.00 for the purchase of a replacement vehicle for the Fire Department.

SECTION 2: Council hereby authorizes the City Manager to purchase from Germain Ford of Columbus, Ohio, a 2013 Police Interceptor SUV and specified installed options at State Contract pricing at a cost not to exceed \$39,466.00.

SECTION 3: The City Manager is purchasing said vehicle through Germain Ford of Columbus, Ohio, which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by Section 125.04 of the Ohio Revised Code.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

GERMAIN

F O R D O F C O L U M B U S

EXPLORER 4-
DOOR 2013 4DR AWD POLICE
3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION

Exterior
DARK TOREDOR RED
Interior
CHARCOAL BLACK INTERIOR VINYL
BUCKETS/CLOTH REAR SEATS

TERIOR
45/55R18 A/S POLICE TIRES
8" H.D.STEEL WHEELS
8" WHEEL HUB CAP
FULL SIZE 18" SPARE W/TPMS
DUAL POWER MIRRORS
INTEGRATED SPOTTER MIRRORS
HALOGEN HEADLAMPS
PRIVACY GLASS 2ND/3RD ROW
DUAL EXHAUST SYSTEM
RILLE - BLACK
KEY LOCKS (DR/PASS/LFTGT)
ASY FUEL CAPLESS FILLER

INTERIOR
. BLACK VINYL FLOOR
COVERING
. PWR DR SEAT/6-WAY/M
LUMBAR
. MANUAL PASS SEAT - 2-WAY
. CLOTH BUCKET FRONT SEATS
. 60/40 SPLIT VINYL REAR
TILT STEERING WHL/ CRUISE
& AUDIO CONTROLS
. 1-TOUCH DOWN DRIVER
WINDOW
. A/C W/MANUAL CLIMATE
CONTROL, SINGLE ZONE
. CERTIFIED SPEEDOMETER
. ENGINE HOUR / IDLE METER
. CONSOLE MOUNTING PLATE
. UNIVERSAL TOP TRAY
. RED / WHITE DOME LAMP

UNCTIONAL
. FL WHEEL DRIVE SYSTEM
COLUMN MOUNTED SHIFTER
HEAVY DUTY 78-AMP BATTERY
10 AMP ALTERNATOR
POLICE BRAKES: 4 WHL DISC
ABS & TRACTION CONTROL
HEAVY DUTY SUSPENSION
POWER STEERING W/EPAS
ENGINE OIL COOLER
TRANSMISSION OIL COOLER
POWER LOCKS AND WINDOWS
M/FM SINGLE CD/MP3, 6SPKR
ADJUST PEDALS, NON MEMORY
BATTERY SAVER FEATURE
POWERPOINTS (2)

SAFETY/SECURITY
. 75 MPH REAR-CRASH TESTED
. ADVANCETRAC WITH RSC
. AIRBAGS - FRONT AND SIDE
. AIRBAGS - SAFETY CANOPY
. PERSONAL SAFETY SYSTEM
. SOS POST CRASH ALERT SYS
. TIRE PRESSURE MONITOR SYS
WARRANTY
. 3YR/36K MILE WARRANTY

ANK BEAVER
ERMAIN FORD
/13/2013

Included on this Vehicle
EQUIPMENT GROUP 500A 24807
Optional Equipment
2013 MODEL YEAR
DARK TOREDOR RED
CHARCOAL CLT FRT/VINYL RR
.3.7L V6 TIVCT ENGINE
6-SPEED AUTO TRANSMISSION
FRONT LICENSE PLATE BRACKET
HEADLIGHT HOUSINF PREP 195
KEYLESS ENTRY 275
ANTI-THEFT 145
REAR VIEW CAMERA 290
DAYTIME RUNNING LIGHTS 40
HEATED MIRRORS 60
DELIVERY CHARGE 125
UPFIT SPECS ON PAGE 2 13,694.00
YOURSTATE BID IS \$39,466.0

	WHE- INNER EDGE - FRONT WINDSHIELD L E D WARNING		\$720.00	
S	SOUND-OFF PINNACLE 10 HEAD MINI L E D LIGHT BAR - MAG MOUNT	customer		supplied
	WHELEN 295SLSA6 SIREN/SWITCH CONTROL		\$425.00	
	100 WATT SIREN SPEAKERS - GRILLE MOUNT		\$179.99 \$359.98	
	WHITE L E D HEAD - LOWER GRILLE		\$109.99 \$219.98	
	RED L E D HEAD - LOWER GRILLE		\$109.99 \$219.98	
	WHE- VERTEX R/W L E D HEAD w/CHROME TRIM - FRONT INTERSECTION		\$95.00 \$190.00	
	WHE-VERTEX RED L E D HEAD- REAR TAIL LIGHT		\$80.00 \$160.00	
	P-G SUV PUSH BUMPER		\$310.00	
	CODE 3 CITADEL REAR HATCH L E D WARNING R/A SPLIT		\$685.00	
	S-O RED/WHITE L E D DOME LIGHT - FRONT HEADLINER		\$49.00	
	S-O- WHITE L E D DOME LIGHT - REAR CAP HEADLINER	customer		supplied
	HAVIS C-3010 30" CONSOLE WITH 13" STORAGE POCKET		\$390.00	
	HAVIS ARM REST - ARM 105		\$129.00	
	HAVIS DUAL BEVERAGE HOLDER		\$45.00	
	HAVIS I-PAD MOUNT - (off side of console)	budget	\$350.00	
S	MOTOROLA 800 MHZ RADIO - WITH REAR REMOTE	customer		supplied
	REPLACEMENT ANTENNA - 800		\$55.00	
	1000 WATT 12 VOLT TO 110 VOLT INVERTER - INSTALLED		\$250.00	
S	KUSSMAUL 1200 BATTERY CHARGER	customer		supplied
	120 VOLT BASIC SHORELINE WITH RECEPTICAL (4 PLUG)		\$165.00	
S	KUSSMAUL 20 AMP AUTO-EJECT - COVER COLOR ?	customer		supplied
S	STREAMLIGHT VULCAN FLASHLIGHT w/ 12v CHARGER	customer		supplied
	12 VOLT HEAVY DUTY POWER WITH 3 GANG PLUG - REAR BED AREA		\$65.00	
pr	SEAT COVERS - FRONT - GRAY		\$150.00	
	"B" PILLAR POWER PLUG OPTION		\$35.00	
kit	L E D HATCH WARNING - RED/RED		\$225.00	
	T-VAULT COMMAND MODULE WITH SLIDING TOP	shipping incl	\$3,475.00	
	ROCKLAND DRIVERS SIDE E M S CABINET		\$1,025.00	
pr	WHE- DRIVING/WARNING LIGHT w/FORD MOUNT KIT		\$432.00	
S	(2) MOTOROLA H-D 12v PORTABLE RADIO CHARGER (console mount)	customer		supplied
S	MOTOROLA 800 MHZ RADIO - REAR CONTROL HEAD KIT	customer		supplied
	INSTALLATION @ C.S.E.	47 hrs	\$3,120.00	
	INSTALLATION MATERIAL		\$280.00	
	TOTAL TOTAL		\$13,694.94	