



Agenda

Oxford City Council

Court House

TUESDAY, MAY 19, 2020

EXECUTIVE SESSION

7:00 P.M.

This meeting is being conducted in accordance with Sub. H.B. 197 and the guidelines set forth by the Ohio Dept. of Health

1. Roll Call. Mike Smith, Mayor; William Snaveley, Vice-Mayor; David Prytherch; Jason Bracken; Chantel Raghu; Glenn Ellerbe; Edna Southard

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. Appointments to Boards and Commissions.
- 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 May 5, 2020 City Council Virtual Meeting. (Mary Ann Eaton, Clerk of Council) pg5



Minutes

- B. Report regarding the May 14, 2020 Recreation Board Virtual Meeting. (Casey Wooddell, Parks and Recreation Director) pg22



Report

5. Resolutions.

- 1. A Resolution authorizing the City Manager to reinstate parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in Lot 52 effective Wednesday, May 20, 2020. (Doug Elliott, City Manager) pg23



Staff Report/Resolution

- 2. A Resolution approving the contract between the City of Oxford, Ohio, and the Oxford Police Sergeants and Lieutenants Bargaining Unit and authorizing the City Manager to sign the contract on behalf of the City. (Doug Elliott, City Manager) pg25



Staff Report/Resolution

- 3. A Resolution authorizing the City Manager to enter into a \$225,000.00 grant agreement with the Ohio Department of Public Safety, to engage in and coordinate as lead agency for the Countywide OVI Taskforce. (John Jones, Police Chief) pg47



Staff Report/Resolution

- 4. A Resolution authorizing the City Manager to enter into an agreement with Peter M. Reising to perform consulting services and to function as the Butler County OVI Task



Staff Report/Resolution

5. A Resolution confirming the adoption of Oxford Transportation Plans and directing staff to compile the plans into a single document. (Sam Perry, Community Development Director) pg56



Staff Report/Resolution

6. A Resolution Approving A Five Thousand Dollar (\$5,000) Emergency Small Business Revolving Loan Fund Loan To The Following Businesses: Animal Care Clinic; LogCon Enterprises LLC, DBA Books&Brews; Shri Mahadevi Inc, DBA RedOx Drive Thru; and Village West Framing and Gallery. (Jessica Greene, Assistant City Manager)



Staff Report/Resolution

6. Ordinances.

A. First Reading.

1. An Ordinance Repealing Oxford Codified Ordinance Section 1137.10 Entitled Nonconforming Signs, And Adopting New Oxford Codified Ordinance Section 1137.10 Entitled Nonconforming Signs. (Sam Perry, Community Development Director) pg63



Staff Report/Ordinance

2. An Ordinance Repealing Oxford Codified Ordinance Section 1151.05 Entitled Permanent Signs, And Adopting New Oxford Codified Ordinance Section 1151.05 Entitled Permanent Signs. (Sam Perry, Community Development Director) pg69



Staff Report/Ordinance

B. Second Reading – None.

7. A. Announcements & Communications.

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

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

WED - May 20 Board of Zoning Appeals Meeting 6:30 p.m.

TUES – May 26 Community Improvement Corporation Virtual Meeting 10:00 a.m.

TUES – June 2 City Council Meeting 7:30 p.m.

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

MON - June 8 Parking & Transportation Advisory Commission Meeting 9:30 a.m.
Municipal

TUES – June 9 Public Arts Commission of Oxford Meeting 4:30 p.m. Municipal Building

TUES – June 9 Planning Commission Meeting 7:00 p.m.

WED - June 10 Historic and Architectural Preservation Commission Meeting 6:15 p.m.

THUR – June 11 Recreation Board Meeting 11:30 a.m. Municipal Building

MON - June 15 Housing Advisory Commission Meeting 1:30 p.m. Municipal Building

TUES – June 16 City Council Meeting 7:30 p.m.

WED - June 17 Board of Zoning Appeals Meeting 6:30 p.m.

8. Adjourn.

A virtual meeting of the Oxford City Council was called to order by Mayor Mike Smith on Tuesday, May 5, 2020 at 7:30 p.m. The members participating were Jason Bracken, Glenn Ellerbe, David Prytherch, Chantel Raghu, and Edna Southard.

Staff members participating were: Mr. Doug Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager, Mr. John Jones, Police Chief; Mr. Sam Perry, Community Development Director; Mr. Chris Conard, Law Director and Ms. Mary Ann Eaton, Clerk of Council.

Guest participating: Mr. Jordan Haarmann, Affordable Gas & Electric.

APPROVAL OF AGENDA

Mr. Prytherch moved to approve the agenda. Ms. Southard seconded. The motion passed by the following roll call:

AYE: Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Ms. Southard, Mr. Bracken, Mayor Smith (6)

NAY: None (0)

ABS: None (0)

Due to technical difficulties, Mr. Snively joined the meeting a few minutes late.

PUBLIC PARTICIPATION

PRESENTATION

ELECTRIC AGGREGATION PROGRAM

Mr. Elliott advised he was asked by the Environmental Commission to make a presentation on the City's Electric Aggregation Program and provided a PowerPoint. Mr. Elliott noted Jordan Haarmann from Affordable Gas & Electric, the City's broker for the program, was joining the meeting this evening. Mr. Elliott advised it was appropriate to make the presentation this evening as a Resolution was on the agenda authorizing the City Manager to sign a new three-year contract for the program. Mr. Elliott discussed deregulation in Ohio noting on January 1, 2001, Senate Bill 3 went into effect, allowing Ohio consumers to compare electricity providers and choose a plan from a set of utility providers. Mr. Elliott advised on November 4, 2014, City of Oxford voters authorized the creation of an Electric Aggregation Program allowing the local community buying power to get better rates. Mr. Elliott noted City Council approved the Plan of Operation and Governance and hired Eagle Energy, LLC as broker (now Affordable Gas & Electric). Mr. Elliott advised consumers in Oxford have three choices noting before the Electric Aggregation Program, and before there was competition in Ohio, the only option was to purchase power from Duke Energy under their standard service offer. Mr. Elliott noted under deregulation consumers have the option of choosing their own electric supplier. Mr. Elliott advised the City of Oxford's Electric Aggregation Program was an opt out program noting all eligible customers are enrolled in the program unless they opt out. Mr. Elliott advised the current rate was 5.156 cents per kWh and noted customers may opt out at any time without penalty. Mr. Elliott advised the City and AEP Energy sends opt out letters each fall to all eligible Duke customers.

Mr. Elliott noted customers receiving the opt out letter, whether enrolled or not, may ignore the letter to remain on or enroll in the City's program and advised offers from other Certified Retail Electric Suppliers may be received throughout the year by mail, telephone, or door to door solicitation. Mr. Elliott noted AEP Energy was the City's current contracted energy provider and advised they were responsible for purchasing 100% renewable power equivalent to the City's electric aggregation needs. Mr. Elliott noted AEP Energy provides an environmental disclosure statement informing the City and enrolled customers that the equivalent power purchased is 100% wind generated power sourced from the State of Texas. Mr. Elliott advised a traditional energy (fossil fuel) option at 5.101 cents per kWh is available noting if interested, the customer must call AEP Energy to opt in. Mr. Elliott advised the opt out letter now includes a cautionary statement regarding eligible customers who heat their homes with electricity since Duke's Standard Service Offer includes a winter electric heating rate which may be lower than the City's green electric aggregation rate. Mr. Elliott discussed the Oxford Electric Aggregation Program monthly bill noting it had two major components, one for the distribution of electricity, and one for the generation of electricity. Mr. Elliott advised whether or not a customer is on the City's program, the customer receives one bill from Duke Energy. Mr. Elliott provided several slides depicting the number of green residential customers, Ohio's regional generation by source (natural gas, nuclear, coal, renewables, and other), renewables regional generation by source (wind, hydropower, biomass and solar), the U.S. electricity generation forecasts and the short term outlook for U.S. electricity markets. Mr. Elliott and Mr. Haarmann offered to answer any questions.

Ms. Southard inquired if the solar projects in Preble County would affect Oxford consumers. Mr. Elliott advised the proposal on tonight's agenda recommends a provider who proposes to provide wind energy from Texas. Mr. Elliott noted Preble County was close to Oxford and advised once the project was online it might be a source of electricity for Oxford.

Mr. Bracken inquired how the program would interact if Oxford should ever do a solar energy project. Mr. Elliott advised it would depend on the scale of the project noting if it was a small project it might provide power to one or two buildings. Mr. Haarmann noted his company has had discussions with multiple suppliers noting there will be a time in the future when the aggregation program is supplied by a locally sourced solar farm or renewable energy technology that is locally based. Mr. Haarmann advised that would change the program to allow 15-25 year agreements on purchasing electricity although the opt out function would remain the same.

Mr. Prytherch noted he felt this was a wonderful program that the Environmental Commission nudged City Council to do a number of years ago. Mr. Prytherch advised the program has benefitted consumers. Mr. Prytherch noted as scary as the COVID-19 crisis is he felt the climate challenge is a challenge of greater magnitude in terms of the planet and human life. Mr. Prytherch advised this transition was important and he felt the City needed to stick with it noting his hope the City's model would encourage Miami University to consider swapping out its energy supplies from fossil fuels. Mr. Prytherch noted this program applies to residential customers and inquired how to encourage large consumers to join such a program. Mr. Elliott advised the City's program includes some business customers although it was limited to a certain demand. Mr. Haarmann noted it was limited to 700,000 kWh consumed on an annual basis or less. Mr. Prytherch advised as the Climate Energy Steering Committee comes on board perhaps they can reach out to some of those customers to encourage them to seek renewable options.

Mr. Elliott advised he would be remiss not to give credit for the program to the League of Women Voters who were very supportive.

Ms. Southard noted if residents have solar panels on their homes, they can still be part of the aggregation program.

Ms. Raghu thanked Mr. Haarmann for participating in the presentation noting aggregation was complicated and she tries to educate herself when talking about it with the Environmental Commission. Ms. Raghu asked Mr. Haarmann to explain why local renewable energy was important and how the electrons from wind energy in Texas make it to Oxford. Mr. Haarmann advised the current process is the purchase of renewable energy certificates and there is no way of knowing where the energy is actually coming from. Mr. Haarmann noted the physical electricity received through the utility grid does not indicate its origin and advised he does see projects coming online locally or being discussed locally. Mr. Haarmann advised it says a lot about a community that wants to combat climate change. Ms. Raghu inquired what the process would be if Oxford were to undergo its own project. Mr. Elliott noted the City has discussed doing a smaller solar project to serve part of the City's needs perhaps at the landfill or other land owned by the City. Mr. Elliott advised Mr. Dreisbach has talked to the OEPA about that for monitoring the wells at the landfill. Mr. Elliott noted it depended on how big of a project the City wants to do and how it would be financed. Mr. Elliott advised he liked the aggregation program and noted unless the City is off of the grid and supplying 100% of its own power the City gets power from other sources. Mr. Elliott noted the City will continue these discussions and perhaps do a project with Miami University. Mr. Elliott applauded City Council for enacting this program in Oxford, which allows citizens to get a lower price than they might be able to get on their own. Mr. Haarmann advised the smaller scale projects are not as behind the meter so they are still tied into the grid. Mr. Haarmann noted the electricity generated from solar panels on a home or on a business goes into that facility when electricity is being used and advised if electricity is overproduced it is put on the grid with the home or business owner getting credit for that energy. Mr. Haarmann noted in the next 5-10 years we are going to see suppliers financing and building solar farms for the aggregation programs noting there will not be a cost to the City as the City will be contracted with a supplier to purchase the energy generated from the solar panels for a 15-25 year period. Mr. Elliott inquired how many of the cities Mr. Haarmann represented were asking for 100% renewable energy for their aggregation programs. Mr. Haarmann advised his company represented 33 communities in Ohio and noted Oxford and Springdale are the 2 communities that offer 100% renewable.

Mr. Snavely clarified that citizens will be on this program unless they opt out and Mr. Elliott advised that was correct. Mr. Snavely noted many energy companies send mailers to people offering renewable energy and it was confusing for a lot of residents. Mr. Haarmann advised some of those energy companies go door to door or make phone calls noting sometimes they represent themselves as part of the City's program. Mr. Haarmann advised under the City's program no one will ever call a citizen or make an in person visit asking someone to join the City's program. Mr. Haarmann noted all communications are done via mail.

Mr. Prytherch inquired if the electricity used in his house was carbon neutral. Mr. Haarmann advised there was no way to tell where the physical electricity used in a specific home originated.

Mr. Haarmann noted the renewable energy credits that the City is contracting for are being placed onto the grid. Mr. Prytherch advised for the last 40 days in the United States renewables have exceeded coal and noted he felt people could be confident that their dollars are supporting wind farms.

Ms. Raghu noted this was a good program that she felt everyone was positive about and that it was a step in the right direction. Ms. Raghu advised it was important to highlight what the renewable energy certificates limitations are. Ms. Raghu noted it was a baby step towards having clean energy generated locally so the City can guarantee the electron coming through our walls is actually renewable.

Mr. Bracken inquired if the City's purchase of renewable energy certificates was increasing the amount of renewable energy that the world has noting the answer to that is complicated to his understanding. Mr. Bracken advised at the very least it incentivizes renewable energy although it does not inherently make more renewable energy. Mr. Bracken agreed that the aggregation program was a small step in the right direction. Mr. Bracken noted he would like the City to move forward with a large solar project.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

Minutes of the April 21, 2020 City Council Virtual Meeting. (Mary Ann Eaton, Clerk of Council)

Mr. Snavelly moved to approve the Consent Agenda. Mr. Prytherch seconded. The motion passed by the following roll call:

AYE: Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

RESOLUTIONS

RESOLUTION **CONDEMNING HATE SPEECH** **AND DISCRIMINATION**

A Resolution No. 7181 condemning hate speech and discrimination in the City of Oxford, Ohio.
(Chantel Raghu, William Snavelly and Jason Bracken, City Councilors)

Mr. Snavely advised he felt the Resolution was straightforward and that Council should adopt it.

Mayor Smith advised he felt it was a great Resolution and thanked Ms. Raghu, Mr. Snavely and Mr. Bracken for putting it together.

Ms. Raghu advised the Resolution discusses discrimination, xenophobia and racism that has been brought even more so to the surface and magnified because of the pandemic not only with Asian Americans or AAPI people but also the African American community who are dying 6 times more than that of a white person. Ms. Raghu noted people of color are really taking a hard hit and advised it was something Council could do something about from a policy level whether it is local, state or federal. Ms. Raghu advised Council had the ability to look at the policy being put forward making sure they are leading with equality and making sure Council is trying to always push towards progress to make things as fair as possible. Ms. Raghu noted she felt Governor DeWine was doing an amazing job and she felt we can only sing high praises of him. Ms. Raghu advised not only has he established a task force to evaluate how people of color might be affected but he has really pushed towards tangible things that can be done. Ms. Raghu noted not only does Council condemn hate speech and discrimination within the City of Oxford but they also support the Ohio legislature in passing the State Senate Resolution No.12 denouncing all forms of stigmatization, racism and discrimination occurring as a result of this pandemic. Ms. Raghu advised Council calls upon the Ohio Legislature to support passage of Senate Bill 98 to establish and fund the Ohio AAPI Public Affairs Commission and calls upon the Ohio Department of Health and local public health departments to incorporate anti-racism messaging and outreach to impacted communities. Ms. Raghu noted it was a very scary time and information was changing quickly and suggested making sure the City was communicating in as many languages as might be needed. Ms. Raghu advised she felt there was a lot Council could do from the local level and also push the state to do as much as they could as well.

Mr. Snavely moved to adopt Resolution No. 7181. Mr. Bracken seconded. The Resolution was adopted by the following roll call:

AYE: Ms. Raghu, Mr. Snavely, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

RESOLUTION **ELECTRIC AGGREGATION**

A Resolution No. 7182 authorizing the City Manager to enter into an agreement with Energy Harbor LLC for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of thirty six (36) months. (Doug Elliott, City Manager)

Mr. Elliott advised the current provider for the City's Electric Aggregation Program is AEP Energy and the contract will expire with the December 2020 billing cycle. Mr. Elliott noted in order to secure updated rates proposals were requested from 5 companies for the City's program.

Mr. Elliott advised 4 Certified Residential Electric Suppliers responded on April 20, 2020 including AEP Energy, Energy Harbor LLC, Constellation, and Dynegy Energy Services. Mr. Elliott noted the pricing from Energy Harbor LLC had the lowest and best pricing for each contract term length requested (1,2 and 3 years). Mr. Elliott recommended the City enter into a 3 year agreement with Energy Harbor LLC noting the recommended proposal is for 100% renewable energy for the opt out program. Mr. Elliott advised the 36-month rate is 4.71 cents per kWh noting the rate for traditional power is 4.62 cents per kWh. Mr. Elliott advised the current rate is 5.15 cents per kWh for renewable and 5.101 cents per kWh for traditional energy. Mr. Elliott noted the annual savings to an electric consumer using 9,000 kWh per year is \$40.14.

Mr. Bracken inquired how the prices compare for a 1 and 2 year verses a 3 year contract. Mr. Elliott advised the pricing the City received this evening for a 1 year contract is 4.93 cents per kWh and for 2 years it is 4.82 cents per kWh.

Ms. Southard moved to adopt Resolution No. 7182. Mr. Ellerbe seconded. The Resolution was adopted by the following roll call:

AYE: Mr. Snively, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

RESOLUTION **OATS GRANT**

A Resolution No. 7183 of Council authorizing the City Manager to submit a grant application to the Ohio-Kentucky-Indiana (OKI) Regional Council of Governments Requesting funding from the Surface Transportation Block Grant program and authorizing the City Manager to secure through property tax levy funds a 32% local match for the engineering, design and construction of the Oxford Area Trail System (OATS) from Peffer Park to the Talawanda Middle School. (Jessica Greene, Assistant City Manager)

Ms. Green provided a PowerPoint and advised the proposed trail segment would go from Peffer Park to Kehr Road and continue on to the Talawanda Middle School. Ms. Greene noted it would also include a connection to Chestnut Street which is where the Butler County Regional Transit Authority will have a new hub and hopefully where Amtrak will be located. Ms. Greene advised this was a Surface Transportation Block Grant which is usually for roads and highways although it allows for applications for bike and pedestrian projects as well. Ms. Greene noted these grants are typically not as competitive and allow requests of up to 6 million dollars where as a bike and pedestrian grant is only \$750,000 which would not allow the City to proceed with this segment. Ms. Greene advised OKI informed her if the City had a match and the project is strong she should “put her hat in the ring”. Ms. Greene noted she felt it was worthwhile to apply for the grant. Ms. Greene advised if the grant is successful the funds would be released in 2024 and construction would take place in 2024-2025. Ms. Greene noted the total budget for the project was \$4,839,002 with \$3,290,521 in grant funds and \$1,548,481 as the levy match.

Mr. Prytherch advised a lot of people are anticipating stimulus dollars focused on infrastructure coming out of an additional COVID relief package in the future and inquired how that positioned the City if stimulus dollars come available. Ms. Greene noted she felt any shovel ready project the City has would be eligible for future stimulus dollars so while it might not be for this segment it might be for another segment.

Ms. Southard moved to adopt Resolution No. 7183. Mr. Prytherch seconded. The Resolution was adopted by the following roll call:

AYE: Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavely
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCES **SECOND READING**

ORDINANCE **NEW CHAPTER 1148**

An Ordinance No. 3558 Adopting Oxford Codified Ordinance Chapter 1148 Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Perry advised there were no changes to the proposed Ordinance since the first reading. Mr. Perry noted this was the end of a many year process which originated from not only a goal of the Comprehensive Plan but also from concerns of neighbors of a development for developers to be more thoughtful about how existing trees in the area are treated. Mr. Perry advised the language came from the Planning Commission most recently and originated through the Environmental Commission in 2017. Mr. Perry noted the language has gone through several iterations. Mr. Perry addressed the proposed new Chapter 1148 and the necessary text amendments within the zoning code based on the new Chapter as presented on pages 51-64 of Council's packet.

Ms. Southard thanked everyone involved for their hard work on this project noting it went through a lot of study. Ms. Southard advised she was impressed with the results and noted she felt it was a very good step for the community since Oxford was a "Tree City USA". Ms. Southard noted trees were important to the environment, which fits in with Council's goal of protecting the environment and the climate.

Mr. Prytherch advised he felt this goes along with Electric Aggregation and renewable energy credits noting maintaining the urban forest to the degree of having developers plant trees is part of offsetting emissions. Mr. Prytherch thanked staff all of those involved with this project.

Mr. Snavelly moved to adopt Ordinance No. 3558. Mr. Prytherch seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

Mayor Smith reminded everyone several Chapters in the zoning code need to be amended to comply with new Chapter 1148, Landscaping and Tree Preservation. Mayor Smith noted a long string of Ordinances would be read and voted upon.

ORDINANCE
NEW SECTIONS
IN CHAPTER 1101 - SUBDIVISIONS

An Ordinance No. 3559 Repealing Oxford Codified Ordinance Sections 1101.4(400) Entitled General Statement, 1101.4(403) Entitled Typical Sections, And 1101.4(410) Entitled Landscape Plan In Chapter 1101 Entitled Subdivision Regulations And Adopting New Oxford Codified Ordinance Sections 1101.4(400) Entitled General Statement, 1101.4(403) Entitled Typical Sections And 1101.4(410) Entitled Landscape Plan In Chapter 1101 Entitled Subdivision Regulations To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3559. Mr. Prytherch seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTIONS IN CHAPTER 1143 – DISTRICTS

An Ordinance No. 3560 Repealing Oxford Codified Ordinance Sections 1143.03 c(13) Entitled Landscaping, 1143.05c(13) Entitled Landscaping, And 1143.07(d)(13) Entitled Landscaping In Chapter 1143 Entitled Districts And Adopting New Oxford Codified Ordinance Sections 1143.03c(13) Entitled Landscaping, 1143.05c(13) Entitled Landscaping, And 1143.07(d)(13) Entitled Landscaping In Chapter 1143 Entitled Districts To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3560. Mr. Prytherch seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTIONS IN CHAPTER 1143 – DISTRICTS

An Ordinance No. 3561 Repealing Oxford Codified Ordinance Sections 1143.12(d)(2) Entitled Landscaping And 1143.16(d) Entitled Supplementary Regulations In Chapter 1143 Entitled Districts And Adopting New Oxford Codified Ordinance Sections 1143.12(d)(2) Entitled Landscaping And 1143.16(d) Entitled Supplementary Regulations In Chapter 1143 Entitled Districts To Be In Compliance With Chapter 1148 Of The Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3561. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTIONS IN CHAPTER 1145
PLANNED DEVELOPMENTS

An Ordinance No. 3562 Repealing Oxford Codified Ordinance Sections 1145.01(a) Entitled Purpose, 1145.05(a) Entitled Preliminary Plan, And 1145.06(b) Entitled General Decision Standards In Chapter 1145 Entitled Planned Developments And Adopting New Oxford Codified Ordinance Sections 1145.01(a) Entitled Purpose, 1145.05(a) Entitled Preliminary Plan, And 1145.06(b) Entitled General Decision Standards In Chapter 1145 Entitled Planned Developments To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3562. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Snavelly, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTIONS IN CHAPTER 1147
CONDITIONAL USES

An Ordinance No. 3563 Repealing Oxford Codified Ordinance Sections 1147.02(a)(1) Entitled Contents Of Application For Conditional Use Permit and 1147.02c(2) Entitled General Decision Standards In Chapter 1147 Entitled Conditional Uses And Adopting New Oxford Codified Ordinance Sections 1147.02(a)(1) Entitled Contents Of Application For Conditional Use Permit And 1147.02c(2) Entitled General Decision Standards To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3563. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
NEW SECTIONS IN CHAPTER 1149
PARKING AND SITE ACCESS

An Ordinance No. 3564 Repealing Oxford Codified Ordinance Section 1149.05(e)(6) Entitled Landscaping In Chapter 1149 Entitled Parking And Site Access And Adopting New Oxford Codified Ordinance Section 1149.05(e)(6) Entitled Landscaping In Chapter 1149 Entitled Parking And Site Access To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3564. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE

ADDITIONAL EXHIBITS

**INTO ATTACHMENT “H” TYPICAL SECTION DRAWINGS IN PART ELEVEN
TITLE ONE OF THE OXFORD CODIFIED ORDINANCES**

An Ordinance No. 3565 Adopting Additional Exhibits Into Attachment H Entitled Typical Section Drawings In Part Eleven, Title One Of The Oxford Codified Ordinances To Be In Compliance With Chapter 1148 Of The Oxford Codified Ordinances Entitled Landscaping And Tree Preservation. (Sam Perry, Community Development Director)

Mr. Snavelly moved to adopt Ordinance No. 3565. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly, Ms. Southard, Mr. Bracken
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE

FINAL PLANNED DEVELOPMENT

An Ordinance No. 3566 Accepting The Recommendation Of The Planning Commission And Approving The Final Planned Development Application For South Farm Section IV With Conditions. (Sam Perry, Community Development Director)

Mr. Perry provided a PowerPoint and summarized the proposed Final Planned Development Ordinance, the Vacation of Right-of-Way Ordinance, and the Final Subdivision Ordinance for South Farm IV as presented on pages 93-195 of Council’s packet. Mr. Perry offered to answer any questions.

There were no comments or questions regarding the proposed Ordinance.

Mr. Snavely moved to adopt Ordinance No. 3566. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Prytherch, Ms. Raghu, Mr. Snavely, Ms. Southard, Mr. Bracken, Mr. Ellerbe
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
RIGHT-OF-WAY
VACATION

An Ordinance No. 3567 Vacating Right-Of-Way Associated With Roberts Drive And Hoover Drive As Was Previously Dedicated By O.R. 7959 Pg. 1551, Replat For South Farm Section 2 & 2A. (Sam Perry, Community Development Director)

There were no comments or questions regarding the proposed Ordinance.

Mr. Snavely moved to adopt Ordinance No. 3567. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Raghu, Mr. Snavely, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
FINAL SUBDIVISION

An Ordinance No. 3568 Approving The Final Subdivision Application For South Farm Section IV With Conditions. (Sam Perry, Community Development Director)

There were no comments or questions regarding the proposed Ordinance.

Mr. Snavely moved to adopt Ordinance No. 3568. Ms. Southard seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Snavely, Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS & COMMUNICATIONS

Mr. Elliott noted several Council members have inquired what the City is doing to protect the citizens of Oxford. Mr. Elliott advised the City takes very seriously its responsibility to protect citizens from the spread of the COVID-19 virus. Mr. Elliott noted the City relies on the Ohio Department of Health and the Butler County Health Board for their support and leadership in this evolving situation. Mr. Elliott advised all citizens including students have a role in the battle against the pandemic. Mr. Elliott noted staff saw figures from the Ohio Department of Health today indicating there are over 20,000 cases within the state and over 1,000 deaths. Mr. Elliott advised the Police Division was very busy this weekend making one arrest for violation of the Health Department Order and noted a number of litter and noise citations were issued. Mr. Elliott advised when OPD goes to a large gathering many times they will issue one citation to get things under control. Mr. Elliott noted over the weekend there were 27 littering complaints, 19 noise complaints and 6 complaints regarding violations of the Health Order due to large gatherings. Mr. Elliott advised the City's goal was to gain compliance before the need to make any arrests noting most individuals comply with this strategy. Mr. Elliott noted there were many locations where students assembled live in a unit with a greater occupancy than 10 and advised the rental permit program includes 48 locations with occupancies of 10 or greater. Mr. Elliott noted this includes 28 fraternity houses which have an average permitted occupancy of 46.5 persons and 19 lodging houses with an average permitted occupancy of 12 persons. Mr. Elliott advised members of those households are exempt from the gathering prohibition of 10 or more people. Mr. Elliott noted the City has received some complaints about businesses not complying with the health orders and advised the Governor issued an original order that both customers and employees needed to wear a facemask although he decided to revise that and now only employees are required to wear a facemask. Mr. Elliott encouraged everyone to wear a facemask when out in the public. Mr. Elliott noted many retail establishments will open May 12 which does not include restaurants and bars or hair salons and barber shops. Mr. Elliott encouraged everyone to follow the Governor's mandate with regard to wearing facemasks. Mr. Elliott applauded the Police Division for the work they have been doing noting it has been a challenge unlike other challenges the City has experienced.

Mr. Elliott advised as of May 4, 2020 nearly all City employees returned to work noting a few are working from home a few days per week if it is possible and feasible. Mr. Elliott noted city employees are wearing face coverings when interacting with each other. Mr. Elliott advised the City has not opened buildings (City Hall, Parks and Recreation, Street Division) to the public noting the Police lobby is open to the public. Mr. Elliott noted City employees are asked to do a health assessment prior to reporting to work each day noting if employees feel sick or have a temperature they need to stay home. Mr. Elliott advised City employees are practicing hand washing and physical distancing protocols. Mr. Elliott thanked City Council for their support during these trying times noting we are all in this together.

Chief Jones advised house parties that OPD has driven by previously and thought were perfectly under control may not be now with different rules involved noting OPD has to navigate those waters and try to enforce something in a constitutional and procedurally just way. Chief Jones encouraged the public to call OPD at the non-emergency phone number (523-4321) if they see something they feel might be a violation.

Chief Jones advised most complaints regarding restaurants should be directed to the Butler County General Health District since restaurants are under its purview.

Chief Jones thanked his staff noting they continue to answer calls and adapt to ever changing policies.

Ms. Southard referred to the comment made by Chief Jones regarding the Health Department being alerted to businesses being out of compliance such as employees at businesses who do not wear masks. Ms. Southard advised that includes not only the small vendors and grocery stores but also the large chains and the open-air markets such as the Farmers Market. Ms. Southard inquired who people should contact if they see something they feel is not quite right such as a sales person not using a mask. Chief Jones advised there is individual responsibility for ones own personal safety. Chief Jones noted the police are not always going to be there when the burglar breaks into your home and people have to take actions to protect themselves. Chief Jones advised if someone sees something they feel might endanger them they should leave that area. Chief Jones noted most of the business complaints should go to the Butler County General Health District as they were best suited to handle those complaints. Chief Jones advised people can also call the non-emergency Dispatch number and the information can be relayed to the health district for an interpretation.

Ms. Southard inquired who the City was working with at Miami University to make sure students moving out are following proper protocols. Chief Jones advised there had been a lot of messaging and communication between Ms. Greene and staff members at Miami University. Chief Jones noted the Police Division typically deals with the Office of Community Standards to share information. Ms. Southard advised she appreciated this information as many citizens have had questions and concerns.

Mr. Conard advised there had been some confusion as to when a public body should return to in person meetings. Mr. Conard noted under H.B.197 the exception to in person meetings is in effect until December of 2020. Mr. Conard advised there is flexibility and he felt the idea was that there is no rush to go back to in person meetings taking into account all of those things that start with safety and the comfort level of committee members, elected officials and the general public.

Mr. Perry advised the Planning Commission and Board of Zoning Appeals meetings would be virtual for the month of May and noted the HAPC meeting was cancelled.

Chief Jones advised a virtual Police Community Relations and Review Commission meeting would take place Thursday, May 14 at 7:00 p.m.

Ms. Raghu advised she felt the pandemic has highlighted how important everyone's work has been whether someone is administrative or a Councilor. Ms. Raghu noted the two key things especially with an infectious disease is that we are only as strong of a society as our most vulnerable, those who are financially insecure, those who are experiencing homelessness, those who are in detention centers and undocumented Americans. Ms. Raghu advised we are all in this together which highlights how our work should address those vulnerabilities since we are all touched by them.

Ms. Raghu noted with this specific coronavirus although we do not know the origin we know that the way we interact with the environment is of utmost importance whether it is from a penguin that has been trafficked for different purposes or it is from a bat source, we know it is human interaction inappropriately so with the environment that has released this onto the human species. Ms. Raghu advised when we look at what we are working towards whether it is solar panels or trying to be as sustainable as possible, it highlights that our status-quo is no longer an option. Ms. Raghu noted she felt we should do everything we can on a local level to make sure we are making progress to correct previous mistakes and make sure something like this does not happen again.

Mr. Ellerbe wished everyone a “Happy Cinco de Mayo “.

Mr. Ellerbe echoed the sentiments of Mr. Elliott and Chief Jones. Mr. Ellerbe encouraged everyone to be considerate of each other and understand that every time you go out in public you are risking your life. Mr. Ellerbe noted the mask is protection for the person wearing it as well as members of the public. Mr. Ellerbe advised he was looking forward to talking about hornets next month.

Mr. Snavelly advised move-out and graduation was coming up for Miami University noting it was especially important that Oxford residents are attentive and are following the rules of social distancing with so many out of town visitors. Mr. Snavelly encouraged citizens to stay as clear as possible from them and be vigilant. Mr. Snavelly noted he has talked to restaurant owners who are looking forward to opening quickly and safely although if the virus spreads in town it will delay the opening and delay all of the small businesses from operating the way they would like to.

Mr. Snavelly congratulated the graduates of the Talawanda School District and of Miami University noting this was not how they thought their graduation would be. Mr. Snavelly advised they will remember their graduation as a bizarre time. Mr. Snavelly asked the graduates to know the City of Oxford congratulates them, are very proud of them, and will be thinking of them as these weekends come up.

Mr. Snavelly noted the Kiwanis Food Drive was coming up and advised food could be dropped off on Thursday of this week from 1-3 p.m. at the Family Resource Center on College Corner Pike. Mr. Snavelly encouraged those that could to help their fellow citizens who are not as fortunate by putting together a bag or a box of food to share.

Mr. Snavelly advised he had computer problems this evening and thanked Ms. Greene who was kind enough to share her space at the Municipal Building with him. Mr. Snavelly noted Ms. Greene is always very gracious and very helpful.

Ms. Southard urged everyone to support the U.S. Postal Service noting like everyone she cannot visit people including her grandchildren so she is sending books, packages, letters and cards to them and to other people. Ms. Southard advised we need postal services and they need our support now. Ms. Southard noted nearly half of the postal service workers are people of color and they handle nearly half of the mail in the entire world.

Ms. Southard advised service has not been interrupted and everyone has received mail without stop. Ms. Southard noted she felt the local post office on Brown Road is one of the safest places in town adhering very well to the Governor's recommendations for safety and health. Ms. Southard advised the postal service workers maintain an efficient, courteous, clean and safe operation noting she felt they should be celebrated and highly valued for their excellent work.

Ms. Southard encouraged all establishments to remember that citizens are customers who have choices noting if she learns a business or organization cares more about her health than her money she will shop there. Ms. Southard advised she knew everyone would support the post office, local businesses and national chains that demonstrate that they care for everyone's health noting if they do not, citizens will vote with their feet and not go there. Ms. Southard advised the guidelines they follow are more than a legal imperative; they are moral and ethical imperatives. Ms. Southard noted the choice was to care about each other and about the vulnerable populations including the elderly, and other citizens who live here year round. Ms. Southard advised visitors to Oxford need to be reminded that they have the responsibility to care for the people who live here long term.

Mayor Smith thanked staff for continuing to set up the new virtual norm noting the second meeting in May would be virtual and June will be evaluated, as it gets closer.

Mayor Smith requested everyone to wear masks noting Oxford has a large vulnerable population. Mayor Smith advised even if people do not think they are vulnerable themselves, wearing a mask protects Oxford's most vulnerable. Mayor Smith noted he wanted to see more masks in stores and grocery stores when he is around town.

Mr. Prytherch thanked Ms. Greene, the CIC and the Finance Department noting the small business stimulus gift card purchase checks went out this week. Mr. Prytherch advised there was an initial round of \$2,000 per eligible applicant noting the CIC will meet again to determine what other steps can be taken.

Mr. Prytherch advised the cases of COVID in Ohio are on the rise again noting on the assumption that COVID will be a relatively long-term situation to deal with he felt Council should perhaps work with the Chamber of Commerce on some educational initiatives. Mr. Prytherch noted he wished the Governor's orders had been more firm and advised he did not want to be in the position of enforcing masks. Mr. Prytherch stated he hoped Council could take a proactive strategy regarding that.

Mayor Smith noted his hope to see some light at the end of the tunnel and encouraged everyone to keep up social distancing over the next few weeks.

ADJOURN

Mr. Prytherch moved to adjourn at 9:27 p.m. Ms. Southard seconded. The motion passed by the following roll call:

AYE: Ms. Southard, Mr. Bracken, Mr. Ellerbe, Mr. Prytherch, Ms. Raghu, Mr. Snavelly,
Mayor Smith (7)

NAY: None (0)

ABS: None (0)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation

Originating Department

Council Meeting Of: May 19, 2020

Account Code No. #: N/A

Prepared By: Casey D. Wooddell

Budgeted Amount: N/A

Date Prepared: May 14, 2020

Agenda Title: Oxford Recreation Board Meeting, 05/14/2020

Recommendation: Approve

Attendance: Rec Board: Mike Smith, Kevin Ackley, Ken Bogard, Craig Bennett, Wes Cole, Holli Morrish

OPRD: Casey Wooddell, Deanna Barbour

The Oxford Recreation Board met on Thursday, May 14 at 11:30am via Zoom. Parks and Recreation Director Casey Wooddell provided an update to the Recreation Board members about a variety of topics including the current status of the TRI Community Center, Oxford Parks and Recreation Department (OPRD) programs and activities, OPRD projects, and the Oxford Aquatic Center. The most recent updates for OPRD programs, activities and facilities can be found at www.cityofoxford.org/OPRD.

Holli Morrish and Wes Cole shared updates from Talawanda School District, including information about Talawanda's graduation ceremony plans, details about a potential graduation parade through Oxford Community Park, and scenarios for fall school options.

Craig Bennett and Kevin Ackley shared updates from Miami University about Goggin Ice Center and Mid-America Conference (MAC) athletic changes which were announced.

Meeting adjourned at 12:20pm. Next meeting scheduled for June 11, 2020 at 11:30am. It is not yet determined if this will be a virtual meeting or in-person meeting.

Approved By:

Initial Date

Department Head:

CDW \ 5/14/2020

City Manager:

DRE \ 5/15/20

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: May 19, 2020

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

May 12, 2020

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to reinstate parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in Lot 52 effective Wednesday, May 20, 2020.

Recommendation: Adopt the Resolution.

Discussion:

Please see the proposed Resolution.

Approved By:

Department Head :

City Manager :

Initial

Date

DIE

5/15/20

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REINSTATE PARKING METER FEES ON HIGH STREET, EAST PARK PLACE, WEST PARK PLACE, POPLAR STREET, MAIN STREET AND BEECH STREET BETWEEN WALNUT STREET AND CHURCH STREET, AND IN LOT 52 EFFECTIVE WEDNESDAY, MAY 20, 2020.

WHEREAS, on March 9, 2020 Governor Mike DeWine declared a State of Emergency in the State of Ohio due to the COVID-19 health crisis; and

WHEREAS, in response to the State of Emergency, and in an effort to support Uptown Businesses, Oxford City Council adopted Resolution No. 7176 authorizing the City Manager to waive parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in Lot 52 from 9:00 a.m. on March 17, 2020 until such time as Council deems appropriate to end; and

WHEREAS, on May 7, 2020 Governor DeWine announced strategies for the gradual reopening of businesses in the State of Ohio and Council has deemed it is appropriate to reinstate the parking meter fees in Uptown Oxford.

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

SECTION 1: City Council hereby authorizes the City Manager to reinstate the parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in Lot 52 effective Wednesday, May 20, 2020.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: May 19, 2020

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

May 7, 2020

Date Prepared

Agenda Title: A Resolution approving the contract between the City of Oxford, Ohio, and the Oxford Police Sergeants and Lieutenants Bargaining Unit and authorizing the City Manager to sign the contract on behalf of the City.

Recommendation: Adopt the Resolution

Discussion:

An agreement has been reached with the Oxford Police Sergeants and Lieutenants Bargaining Unit. The term of the proposed agreement is three years (2020, 2021, and 2022). The proposed agreement includes a pay increase of 3% for 2020, 2.5% for 2021, and 2.5% for 2022.

I am recommending that City Council approve the proposed agreement between the City of Oxford and the Oxford Police Sergeants and Lieutenants Bargaining Unit.

Approved By:

Department Head:

Initial Date

City Manager:

DRE \ 5/15/20

RESOLUTION NO.

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE CITY OF OXFORD, OHIO, AND THE OXFORD POLICE SERGEANTS AND LIEUTENANTS BARGAINING UNIT AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to sign on behalf of the City, the Contract attached hereto and incorporated herein by reference as Exhibit 'A' with the Oxford Police Sergeants and Lieutenants Bargaining Unit, 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, 2020 through December 31, 2022.

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

SECTION 1: 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 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 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

CONTRACT

Between

THE CITY OF OXFORD

And

THE OXFORD POLICE
SERGEANTS AND LIEUTENANTS

FOP LODGE 38

January 1, 2020– December 31, 2022

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This agreement, made and entered into on the ____ day of ____, ____, in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Fraternal Order of Police, Lodge 38, hereinafter called "Police", has as its purpose the promotion of harmonious relations between the City and the Police, 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 Police 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.

ARTICLE I Recognition

The Fraternal Order of Police, Lodge 38, is recognized as the exclusive representative for collective bargaining purposes for all full-time Sergeants and Lieutenants of the City of Oxford Police Division as established by certification granted by the State of Ohio State Employment Relations Board, dated March 26, 2002, more specifically referred to as Case No. 1-REP-10-0244. The term "Police" when used in this agreement refers only to those employees, individually and collectively, included within that certification.

ARTICLE II Dues Deduction

The City agrees to deduct and remit to the Police periodic dues, initiation fees, and assessments of members of FOP Lodge 38 upon presentation of written deduction authorization 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 38 within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Police as to the facts, will deduct a fair share from said member's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Police agree that any such fair share supervisor will be fully represented by the Police the same as if he or she were a member of the Police 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 38.

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

ARTICLE III Salary

The salary 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 shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period, except that those supervisors assigned to special duty shall have a normal work day consisting of eight (8) consecutive hours of work inclusive of the thirty (30) minute meal period. All new hires after January 1, 2005 will be subject to a change in work period schedule implemented by the Chief changing their normal work day from ten (10) consecutive hours of work inclusive of breaks to either eight (8) consecutive hours or ten (10) consecutive hours at such time as the Chief finds the change will benefit the efficiency of the Police Department.
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, a police supervisor shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; supervisors working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day.
6. Within thirty days of both parties accepting this contract, the City will provide a schedule through December 31, 2005. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the current 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. Said forty (40) hours 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.

When directed to work overtime by the Chief of Police, a police sergeant or lieutenant will be compensated for hours actually worked at a rate of one and one-half (1-1/2) times the supervisor's normal salary rate. Said compensation for sergeants and lieutenants is applicable to any hours worked in addition to the forty (40) hours of straight-time compensation for any one week pay period.

Compensation for overtime as provided above, except as noted, for either lieutenants or sergeants will be in the form of pay or compensatory time off. Police supervisors may maintain up to forty (40) hours of compensatory time at any time provided that no police supervisor shall be permitted to carry over more than forty (40) hours compensatory time from one calendar year to the next calendar year. Compensatory time shall be taken as additional vacation subject to the approval of the supervisor's supervisor. Additional rules and restrictions on the accumulation and use of compensatory time shall be as agreed by the parties' Labor Management Committee and approved by the City Manager. Upon separation of service, an employee shall be paid for any compensatory time on the books at their current rate of pay.

2. A supervisor who is called back to duty following the termination of the supervisor's normal work day and three (3) or more hours prior to the commencement of the supervisor's next normal work day shall receive credit for a minimum of two (2) hours overtime for such call-in.
3. A supervisor 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 supervisor's duties and actions as an Oxford police supervisor, if not on duty at such time, shall receive credit for a minimum of three (3) hours overtime. Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

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

4. A police lieutenant shall be compensated for overtime, at a rate one and one-half (1-1/2) times the supervisor's normal salary rate, for voluntary elective enforcement assignments and will be equally eligible for such special duty assignments. Any off-duty police lieutenant assigned overtime by the Chief of Police to work the north end detail, in addition to the Supervisor's normal work week, shall be paid overtime at a rate one and one-half (1-1/2) times the supervisor's normal salary rate for all overtime hours worked on the north end detail. The north end detail is that special detail authorized by the Chief of Police to deploy massive police manpower in the north end of the City in the fall when the students return to the community and in the spring as required and directed by the Chief of Police.

5. 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 supervisors in an attempt to fill the slot on a volunteer basis. A supervisor shall have the right to tentatively refuse such overtime if the Supervisor 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 a supervisor to work the required overtime.

6. When it is determined by the Chief of Police that it is necessary to require a supervisor to work overtime, overtime will be allocated to supervisors in accordance with the following procedures. When it is necessary to call in a supervisor due to the absence of a supervisor, the overtime shall first be offered to supervisors in accordance with these procedures.

A. Coverage for partial shift, i.e., 0300 to 0700 or 1700 to 2100 (when the partial shift is caused by a scheduled supervisor taking time off resulting in no supervisor being scheduled to work):

1) Shift coverage overtime shall be offered to the supervisor(s) working the shift prior to the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

2) If the supervisor(s) working the shift prior to the overtime decline the overtime, it shall be offered to the supervisor(s) working the shift immediately following the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

3) If the above supervisors decline the overtime, then it shall be offered to supervisors not working, being offered first to all of the sergeants and then to the lieutenants.

4) Whenever two supervisors of equal rank are to be offered overtime under any of the above procedures, the overtime shall be offered first to the one with the lowest overtime balance.

B. Coverage for an entire shift (when the vacancy is caused by a scheduled supervisor taking time off resulting in no supervisor being scheduled to work):

1) The shift shall be divided in half, with the first half being offered to the supervisor(s) working the shift prior to the vacancy, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

2) The second half of the shift will be offered to the supervisor(s) working the following shift, being offered first to the sergeant(s) and then to the lieutenant(s) if the sergeant(s) decline.

3) If the above supervisors decline the overtime, then it shall be offered to supervisors not working, being offered first to all of the sergeants and then to the lieutenants.

4) Whenever two supervisors of equal rank are to be offered overtime under any of the above procedures, the overtime shall be offered first to the one with the lowest overtime balance.

5) In providing shift coverage, supervisors 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. Special duty overtime hours (from sign-up sheets):

Special duty (i.e., north end, uptown walking, litter, etc.) overtime hours will be separate from shift coverage overtime, with a list showing a current balance for each supervisor, regardless of rank. Assignments will be made based on the current balances, picking the supervisor with the lowest balance first, then the second lowest, etc., until the detail is filled.

E. Call out overtime hours:

When specialized supervisory skills are required, the Chief of Police will determine who shall be called out.

F. Assignments:

1) The overtime balance sheets will be maintained for one calendar year.

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

3) If two supervisors have the same overtime balance, the overtime will be offered first to the supervisor with the longer length of service.

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

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

6) All shift coverage overtime necessitated by the absence of a supervisor will be offered to a supervisor of the same rank before being offered to any other supervisor.

ARTICLE VI Temporary Assignments

If a bargaining unit member is appointed/assigned in writing to an acting position by the Director of Safety or by the Chief of Police with the approval of the Director of Safety, the bargaining unit member shall, after one (1) day, receive additional compensation at the starting salary for that position. To qualify for such assignment, a supervisor must meet the eligibility requirements for the promotional exam for lieutenant or chief and have achieved an average or above average overall rating on the supervisor's most recent performance evaluation.

ARTICLE VII

Holidays

1. For purposes of determining holiday pay, police shall be entitled to fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Easter Sunday, 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 sixty (60) hours of personal absence. Upon the approval of the supervisor's supervisor, the employee on the supervisor's birthday may take the day off or take it at a later date in the same year. Police supervisors scheduled to work on a designated holiday may with the supervisor's approval choose not to work on that holiday. No shift trades will be allowed on designated holidays, and those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal rate for the hours worked, including overtime pre-approved by the supervisor's supervisor. 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 a supervisor does not work a designated holiday, the supervisor 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. Supervisors 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 supervisor shall lose holidays because his/her request for specific days off was not approved.

2. Notwithstanding the above, Supervisors who generally work an eight (8) hour shift, and who are scheduled to work a ten (10) hour shift during a holiday week (but not the holiday) shall accrue the holiday at ten (10) hours.

3. In addition, New Year's Eve and Christmas Eve shall be compensated at one and one-half (1-1/2) times the base rate for all hours actually worked. This provision applies only to supervisors actually working. Supervisors not working this holiday are not entitled to any additional compensation or time off.

4. Employees who work a holiday shall not take time off for the holiday at a later date but will be permitted to bank the straight time hours for payment at a later date of the employee's choosing. The number of hours banked will be the actual number of hours worked on the designated holiday.

5. Supervisors wanting to bank the straight time hours for payment at a later date must notify payroll personnel in writing a minimum of fourteen (14) days prior to the holiday and this election is irrevocable. Banked holiday hours shall not be added to the normal forty (40) hour work week for the purpose of determining overtime.

ARTICLE VIII

Vacation

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

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

Vacation credited but unused by the following anniversary date of the employee may be carried forward up to a maximum of four (4) working days, or forty (40) hours, whichever is greater.

Any supervisor 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 supervisor's normal rate for any hours actually worked.

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

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. Police 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 the supervisor's immediate family. After exhausting this annual allowance, a supervisor will be permitted to use up to two working weeks of the supervisor's sick leave for such time as may be reasonably needed for the purpose of attending the funeral of a member of the supervisor's immediate family. A supervisor shall not use more than a combined total of three (3) days funeral and/or sick leave for a single funeral, except for the death of a spouse or child. Immediate family shall be construed to mean spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent, or grandchild. Leave of absence without pay is allowed for other funerals when approved by the employee's supervisor.

3. Maternity Leave. Maternity leave shall consist of sick leave and/or vacation 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. Police supervisors shall earn sick leave at a rate of ten (10) hours per month. The amount of sick leave a police supervisor may accumulate is unlimited. Sick leave is used to compensate the employee at the supervisor's regular rate when absent due to the illness of the supervisor. Sick leave is also charged when an employee leaves work for any medical appointment. Sick leave may also be used as follows:

A. A police supervisor may use up to ten percent (10%) of their accumulated sick leave balance (as of January 1st each year) each year either for sickness in the immediate family requiring the employee's absence from work during the calendar year or for paternity leave arising from the birth of a child to his/her spouse, or a combination of both. Immediate family is defined as spouse or child of the supervisor, parent (including step-parent) of the supervisor or any relative residing in the supervisor's household. A police supervisor shall not use more than ten percent (10%) of the supervisor's accumulated sick leave as of January 1st in any one year for said purposes.

B. Sick leave may be used by a supervisor when a supervisor is unable to report to work due to a bonafide quarantine of a contagious condition afflicting a member of the supervisor's household. The annual limit noted above shall not apply in such cases.

C. A supervisor may also use a day of sick leave when the supervisor cannot come to work due to snow conditions and when the supervisor's supervisor has determined that snow conditions prevented the employee from reporting for work.

2. Sick Bonus.

A. A police supervisor shall receive a bonus of Three Hundred Ten Dollars (\$310.00) per calendar quarter if the supervisor uses no sick leave during that quarter. Use of any hours of sick leave will result in the supervisor receiving no payment for that quarter. Any supervisor who uses no sick leave for a calendar year shall receive an additional Three Hundred Sixty Dollars (\$360.00). The police supervisor 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 C-2 (below) 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 this contract.

3. Recuperative Leave. A police supervisor who is disabled to the extent that the supervisor 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 the supervisor's 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 the supervisor's 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 excluding any monies received from personal insurance policies the premiums for which have been paid personally by the individual supervisor. The police supervisor 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 police supervisor from returning to full police duties, the employee shall mandatorily apply for such available benefits of said funds or money that may accrue to the supervisor and be payable from the Police and Firemen's Disability and Pension Fund. 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. For purposes of eligibility for the Sick Leave Bonus in paragraph 1C, above, the use of sick leave for recuperative leave purposes as set forth in that paragraph shall not act to disqualify an employee who is otherwise eligible for a sick leave bonus.

4. 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 the supervisor's application to return to work.

ARTICLE XI Life and Health Insurance

1. Life Insurance. The City will provide, at no cost to the police, group life insurance coverage on each supervisor in an amount equal to one and one-half (1-1/2) times the supervisor's annual base salary. In addition, eligible supervisors may contract with the City's insurance carrier for additional units of life insurance at the expense of the supervisor and at no cost to the City.

2. Health Insurance.

A. Effective January 1, 2017 and for the term of this contract, the employee will pay, as a medical/dental/RX/and vision insurance premium, a flat dollar amount to be withheld from the employee's biweekly paycheck, dependent on coverage level, as indicated below:

- Single Coverage: \$38.64 per pay
- Family Coverage: \$100.78 per pay

B. The City agrees to establish a health insurance advisory committee to annually review the health insurance coverage for full-time employees of the City. The committee shall be composed of: one police supervisor below the rank of sergeant, one sergeant or lieutenant, one non-sworn employee of the police division, one water division employee, one wastewater division employee, one streets division employee, one recreation department employee, one Municipal Building employee not employed in the Police Division and one administrative supervisor of the City.

C. The committee shall review coverage and advise the City Manager on coverage issues with the goal of limiting the cost of the health insurance plan to the City's monthly contribution rate.

D. A majority of those appointed shall constitute a quorum and all votes shall require a majority of the committee membership to pass any proposal. It is the intent that all City employees have a voice in the health insurance afforded them and the Health Insurance Committee shall work to this end.

E. Other Insurance Coverage. Police supervisors may purchase, through payroll deduction, other insurance coverage as may be made available to police supervisors by the City through the mutual agreement of the City and the Police.

ARTICLE XII Longevity Pay

1. Police supervisors longevity pay will be rolled in to the base salary each year pursuant to the following schedule. The amount of longevity pay is not subject to COLA increases.

5 th anniversary - \$475	13 th anniversary - \$675	22 nd anniversary - \$900
6 th anniversary - \$500	14 th anniversary - \$700	23 rd anniversary - \$925
7 th anniversary - \$525	15 th anniversary - \$725	24 th anniversary - \$950
8 th anniversary - \$550	16 th anniversary - \$750	25 th anniversary - \$975
9 th anniversary - \$575	17 th anniversary - \$775	26 th anniversary - \$1,000
10 th anniversary - \$600	18 th anniversary - \$800	27 th anniversary - \$1,025
11 th anniversary - \$625	19 th anniversary - \$825	28 th anniversary - \$1,050
12 th anniversary - \$650	20 th anniversary - \$850	29 th anniversary - \$1,075
	21 st anniversary - \$875	30 th anniversary - \$1,100

2. A police supervisor not actively employed on his/her anniversary date shall not be eligible for longevity pay. Supervisors separating prior to their annual anniversary date will be required to repay their longevity pay received since their last anniversary date.

ARTICLE XIII Uniforms and Cleaning

1. 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 supervisor except when the change in the uniform was made at the request of the police supervisors.

2. Effective January 1, 2014, the officers will receive a uniform and cleaning allowance of eight hundred fifty dollars (\$850.00) for each year of this contract to purchase required and necessary uniforms and equipment. The Detective Sergeant and administrative supervisors, as determined by the Chief of Police, in recognition that they must maintain a formal uniform and plain clothes, will receive an additional one hundred and fifty dollars (\$150.00) for each year of this contract. The uniform and cleaning allowance will be paid separately from each officer's regular pay and the City will provide a separate paystub detailing the uniform and cleaning allowance only.

3. Special assignment such as motorcycle, bike, and equine patrol will be supplied uniforms on a replacement basis for required items as approved by the Chief of Police.

ARTICLE XIV Training Reimbursement

A "training day" is defined as a work day or part of a work day during which a supervisor is scheduled to attend a law enforcement training program and the supervisor is not responsible for routine calls.

1. The expenses for permanent, full-time police sergeants and lieutenants 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 rates and under 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.
 - C. Other incidental expenses as approved in advance by the Chief of Police (when appropriate the Chief of Police may authorize a per diem to cover such expenses).
2. For training day(s) outside the City and Oxford Township, the City will attempt to schedule police supervisors so that attendance at such training as well as related travel time will coincide with the supervisors normal work week.
 3. For training day(s) (including in-service or range training) within the City or Oxford Township, normal compensation rules apply. Supervisors shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Supervisors 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 supervisors. The grieving supervisor may, at Steps 2 and 3 below, bring a grievance representative. The representative selected by the grieving supervisor(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 supervisor's choice.
- D. Any other person of the grieving supervisor's choice.

3. Time Limitations.

The grieving supervisor shall bring the grievance to the Chief of Police at Step One below, within two (2) working days of its occurrence; or if at the time the supervisor is unaware of the grievance, within two (2) working days of the supervisor's 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.

4. Steps.

Step One. The grieving supervisor shall submit the grievance in writing on a form provided by the City (see Appendix B) to the Chief of Police. 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 supervisor. The Chief of Police shall meet with the grieving supervisor(s) within five (5) 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 supervisor.

Step Two. Should the grieving supervisor not be satisfied with the response the supervisor received in Step One within three (3) working days after the supervisor's receipt thereof, the grieving supervisor 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 the Manager's 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 a decision thereon in writing within twenty (20) working days after the meeting with the grieving supervisor. 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 supervisor. 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 38 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 38, 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 Arbitration and Mediation Service of Cincinnati, Ohio within ten (10) working days after the request to obtain a list of seven (7) arbitrators who maintain offices within 125 miles of Oxford, Ohio, from which the parties shall select within ten (10) working days after receipt of the list, by the method of ranking and 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 38. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

No individual member of FOP Lodge 38 shall have the right to invoke the arbitration procedure without the consent of FOP Lodge 38 and if such consent is refused, the member shall have no further recourse to, or against, FOP Lodge 38 or the City.

ARTICLE XVI Special Duty Employments

Police sergeants and lieutenants may work for private employers during off-duty hours while wearing City of Oxford uniforms and using City supplied equipment provided permission has been obtained from the Chief of Police. The procedure for handling requests from private employers and for establishing the rates to be charged shall be as set forth in the City's contract with police supervisors below the rank of sergeant effective at the time of such special duty employment. Hours worked for private employers during off-duty hours shall not be included in determining eligibility for overtime pay or any other City benefits, rights or privileges.

ARTICLE XVII
Professional Liability Insurance

The City will provide, at no cost to the police, 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 XVIII
Investigation of Supervisors

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police supervisors and, pursuant to the Charter, to investigate complaints or charges made by officials, supervisors or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of police supervisors 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 police supervisor 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 supervisor of the City of Oxford, makes a complaint about a police supervisor, said complaint shall be 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. 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 a supervisor or supervisors or other agents as the City deems necessary. Any supervisor being investigated, before he 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 his/her 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 supervisor.

3. No supervisor ordered to investigate another supervisor shall be disciplined for the conduct of that investigation absent fraud or intentional misconduct by the investigating supervisor. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police supervisors. Internal investigations will be undertaken to inquire into any alleged misconduct of police supervisors 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 police supervisor investigated will have access for a period of two years. After such two-year period, the reports will be destroyed, consistent with existing law. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

4. The parties are agreed that during the term of this Agreement the above three paragraphs will be submitted to the parties' Labor Management Committee for the purpose of study and refinement consistent with the study and recommendation of the International Association of the Chiefs of Police submitted to the City of Oxford titled ***Policing Oxford in the Twenty First Century***.

ARTICLE XIX
Management Conferences

In the interest of furthering harmonious relations, police sergeants and lieutenants may from time to time request a joint meeting with the Chief of Police and the City Manager. Such meetings shall be arranged in advance and will convene at a time convenient to all 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.

ARTICLE XX Miscellaneous Provisions

1. Off-Duty Employment. A supervisor 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. Off-Duty Pay. Authorization to engage in all special duty employment originates with the City and any procedure approved by the Chief of Police shall be fair and equitable to all sworn personnel, regardless of which bargaining unit or bargaining agent they are affiliated with.

3. Residence. All supervisors shall reside within a twenty (20) mile radius of the Oxford Police Headquarters. This limitation shall not preclude any residence in Butler County, Ohio.

4. 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 police supervisors.

5. Tuition. The City will reimburse a police supervisor for fifty percent (50%) of the actual costs of required tuition and course-related fees provided the supervisor receives a final grade of no less than "B" or "Pass" in a course graded only on a "Pass-Fail" basis. A supervisor who receives a final grade of "A" will receive full reimbursement for tuition and course-related fees. The City will place three thousand dollars (\$3,000.00) in a Police Supervisor Tuition Reimbursement fund for each contract year. Supervisors will be limited to a maximum reimbursement of one half of the current balance of the tuition reimbursement account per contract year. The City will issue such reimbursement within fourteen (14) calendar days of receipt of proof of grade and itemized receipts, tuition and course-related fees. All courses must be approved in advance, in writing, by the City Manager or Human Resources Director. Only job related course work and major fields of study may receive this benefit.

6. Weapon and Badge. Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring police supervisor the supervisor's duty weapon and two uniform badges.

7. Light Duty. In the sole discretion of the Chief of Police, a supervisor whose physical/medical condition prevents the supervisor from performing the supervisor's normal work assignments may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.

8. Assignments. To be eligible for assignment as a juvenile supervisor or detective, a police supervisor must meet the eligibility requirements for the promotional exam to the rank of sergeant and must have achieved an average or above average overall rating on his/her most recent performance evaluation. The Chief shall make these assignments in his/her sole discretion.

9. Discipline Review Committee. The City recognizes the right of the F.O.P. Lodge 38 to create a Discipline Review Committee. Whenever F.O.P. Lodge 38 feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined supervisor's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined supervisor, 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 supervisors participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any supervisor at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined supervisor's rights to due process either under this contract or any other applicable laws, rules or regulations.

10. 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).

11. The City shall have the right to use auxiliary supervisors to support and assist members of this bargaining unit. The auxiliary supervisors will not be used to patrol separate and apart from a member of the bargaining unit. Auxiliary supervisors will not be used when the primary impact of their usage is to eliminate overtime opportunities for the bargaining unit members. Auxiliary supervisors shall have similar police supervisor training and similar employment testing as required of entry level Oxford Police Supervisors.

ARTICLE XXI Detective Sergeant On Call Pay

Sergeants assigned to be a detective sergeant and required to serve on call shall receive a payment of one thousand nine hundred twenty-two dollars (\$1,922.00) rolled into the detective sergeant's base pay.

ARTICLE XXII Term of Agreement

This agreement shall commence January 1, 2020 and shall continue in full force and effect until December 31, 2022 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 the agreement.

ARTICLE XXIII Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment, and layoff of employees, the termination of probationary employees, the discipline, up to and including termination for just cause of other employees; the making, amending, and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the

establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this agreement to members of the bargaining unit individually or collectively.

ARTICLE XXIV 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 supervisors and agents, shall

publicly denounce said violation, disclaim approval, and order those taking part in such violation to return to work immediately.

ARTICLE XX V 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 Police 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 Police 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.

Fraternal Order of Police

City of Oxford

Representative

City Manager

Representative

Law Director

Representative

Chief of Police

Legal Counsel

APPENDIX A
SALARY SCHEDULE

Sergeants and lieutenants will be paid biweekly in accordance with the following annual salary schedule:

Sergeants and Lieutenants wages will increase as follows: __3% effective January 1, 2020; 2.5% effective January 1, 2021; and 2.5% effective January 1, 2022.

<u>Contract Year</u>	<u>Salary</u>
----------------------	---------------

PAID FROM:

<u>January 1, 2020 to December 31, 2020</u>	<u>\$89,723</u>
<u>January 1, 2021 to December 31, 2021</u>	<u>\$91,967</u>
<u>January 1, 2022 to December 31, 2022</u>	<u>\$94,267</u>

LIEUTENANT

Lieutenants' pay rate shall be fifteen percent (15%) above the rate paid to Sergeants as set forth above.

ALL NEW POLICE SUPERVISORS DURING THE CONTRACT PERIOD

Starting Salary	92.5% of applicable rate for present supervisor
After Six Months In Grade	96.25% of applicable rate for present supervisor
After Twelve Months In Grade	100% of applicable rate for present supervisor

Shift Bonus

Beginning January 1, 2020, supervisors shall receive an additional sixty-seven cents (\$0.67) per hour for all hours worked between 1700-0659.

P.F.D.P.F. "PICK-UP" PLAN

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

MERIT PAY

If the City maintains a merit pay plan for other City employees, supervisors will be eligible for merit pay raises recommended by the Chief of Police and approved by the City Manager. If, for economic reasons, merit pay increases are not given or available to other City employees, supervisors will not be eligible for merit raises during this same period of time. Performance standards for merit pay purposes may be recommended by the Labor Management Committee to the Chief of Police. Merit pay issues are not subject to the grievance or arbitration procedures of this Agreement.

APPENDIX B
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE:

PERTINENT FACTS:

REMEDY OR ADJUSTMENT SOUGHT:

Signature of Grieving Supervisor: _____

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 38.)

If additional space is necessary, please attach additional sheets.

APPENDIX C

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from the supervisor's payroll check such sums as are requested by the President and the Secretary of F.O.P. Lodge 38 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge 38 from the undersigned. This authorization shall be effective from January 1, **2020**, and shall continue in full force and effect until December 31, **2022**, 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 38 and may make said deductions in the time and manner requested by F.O.P. Lodge 38 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge 38. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Police Sergeants and Lieutenants and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge 38.

Signature of Police Supervisor

Dated:

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas R. Elliott, Jr.

Police

Originating Department

Council Meeting Of: May 19, 2020

John A. Jones

Account Code No. #:

Prepared By

Budgeted Amount:

April 28, 2020

Date Prepared

Agenda Title: Resolution authorizing the Division of Police to apply for the Ohio Department of Public Safety OVI grant and be designated as the lead/administering agency for Butler County's participation in the Ohio Department of Public Safety OVI program.

Recommendation: Approve

Discussion: The Division of Police is the lead agency for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2021. In order to continue this program, Oxford must apply for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2021.

The administration of the grant involves both police and finance personnel. Oxford would serve as the lead agency for FY2021. There are 13 agencies within Butler County that participate in the grant program, and funding for FY2021 is anticipated to be around \$225,000. This amount would be awarded to Oxford for distribution to participating agencies according to the terms of memorandums of understanding executed by officials of those 13 agencies. Funding through the program is essentially completed on a reimbursement basis. Participating agencies pay their officers and then submit reimbursement from Oxford. Reimbursements are done on a monthly basis.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

[Signature] 4/28/2020

[Signature] 5/15/20

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A \$225,000.00 GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY, TO ENGAGE IN AND COORDINATE AS LEAD AGENCY FOR THE COUNTYWIDE OVI TASKFORCE.

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to enter into a \$225,000.00 grant agreement with the Ohio Department of Public Safety, to engage in and coordinate as Lead Agency for the countywide OVI Taskforce.

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

SECTION 1: Council, having determined that it would be beneficial to the City of Oxford to serve as Lead Agency of the OVI Taskforce by providing funding for multiple sobriety checkpoints at various locations in Butler County; Council hereby accepts the recommendation of the City Manager and the Police Chief to enter into a grant agreement.

SECTION 2: The City Manager is hereby authorized to enter into a \$225,000.00 grant agreement with the Ohio Department of Public Safety, to engage in and coordinate as Lead Agency for the County-wide OVI Taskforce.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott

Police

Originating Department

Council Meeting Of: May 19, 2020

John A. Jones

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

April 28, 2020

Date Prepared

Agenda Title: Resolution authorizing the City Manager to enter into an agreement with Peter M. Reising to perform consulting services and to function as the Butler County OVI Task Force Coordinator for the 2021 grant funded through the Ohio Department of Public Safety. The Oxford Division of Police is the lead agency responsible for the administration of the grant.

Recommendation: Approve

Discussion: The Oxford Division of Police is the lead agency for a grant from the Ohio Department of Public Safety for the Butler County OVI Task Force for FY2021. Peter M. Reising has been the OVI Coordinator since 2015 and has been coordinating the grant as a contractual employee of the City since his retirement in March 2016. The Police Chief would like to continue this arrangement for the FY2021 grant cycle.

This contract does include an hourly rate increase from \$56.36 to \$60.00 per hour. The maximum hours has been reduced from 525 to 500 and thus the total maximum compensation from the contract is \$30,000. The compensation is funded by the grant.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JAJ \ 4-28-20

DRE \ 5/15/20

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PETER M. REISING TO PERFORM CONSULTING SERVICES AND TO FUNCTION AS THE BUTLER COUNTY OVI TASK FORCE COORDINATOR FOR THE 2021 GRANT FUNDED THROUGH THE OHIO DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the City has been designated as lead agency responsible for the administration of a grant received from the Ohio Department of Public Safety to operate the Butler County OVI Task Force; and

WHEREAS, Peter M. Reising has been the OVI Coordinator since 2015 and has been coordinating the grant as a contractual employee of the City since his retirement in March of 2016. The Police Chief recommends this arrangement continue for the FY2021 grant cycle.

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

SECTION 1: Council accepts the recommendation of the Police Chief and hereby authorizes the City Manager to enter into an agreement with Peter M. Reising as a contractual employee acting as the OVI Task Force Coordinator for the FY2021 grant cycle.

SECTION 2: A copy of the proposed agreement with Peter M. Reising is attached hereto and incorporated herein as Exhibit "A".

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2020 by and between the CITY OF OXFORD, OHIO, a municipal corporation of the State of Ohio (hereinafter referred to as the "City") and **PETER M. REISING**, 4071 California Road, Okeana, Ohio 45053 (hereinafter referred to as the "Coordinator").

I. RECITALS

The City, in association with a number of Butler County law enforcement agencies has received a FFY 2021 OVI grant funded through the Ohio Department of Public Safety. This grant will be used to fund the Butler County OVI Task Force activities related to enforcement of laws related to operating a motor vehicle while under the influence. The Oxford Police Department has been selected as the lead agency responsible for administration of the grant.

Pursuant to this end, a Management Coordinator is to be hired, and Peter M. Reising has agreed to act as the Management Coordinator (hereinafter referred to as the "Coordinator") to perform the consulting services under the following agreement:

II. TERMS OF THE AGREEMENT

- A. Services to be performed. City agrees to hire the Coordinator to provide all necessary labor, materials and record keeping in order to perform the Coordination Services for the FFY 2021 OVI grant. The Scope of Services to be performed includes compliance with all Terms and Conditions for Ohio Traffic Safety Office (OTSO) Grants as described in the FFY 2021 Competitive Grants Proposal and Award of Grant documents, compliance with any Special Conditions for OVI Task Forces as in the FFY 2021 Competitive Grants Proposal and Award of Grant documents, and submission of all required data and reports as required by this grant.
- B. Term. The Agreement shall become effective **October 1, 2020** and shall continue to be in effective until **September 30, 2021** unless terminated as set forth below.
- C. Compensation. As compensation for the services performed by the Coordinator to City will be at the following schedule.
 - a. All activities and work performed by Coordinator shall be compensated at a rate of **Sixty Dollars and .00 cents (\$60.00) per hour**. The entire amount of compensation shall not exceed the total of **Thirty Thousand Dollars (\$30,000)** dollars for a maximum 500 hours of work to be spread throughout the term of this Agreement.
 - b. Additional Obligations and Covenants of the Coordinator. As part of this agreement, the Coordinator agrees to the following items.
- D. In performing the services under this Agreement, the Coordinator shall comply with, and bear the cost of compliance with all applicable local, state, and federal requirements.
- E. Coordinator shall be responsible for and pay all federal, state and local taxes, including but not limited to all income and withholding taxes.
- F. Except with respect to payment for services, in order to receive the compensation listed above, the Coordinator must submit invoices to the City detailing the amount due, either on a bi-weekly or monthly basis, as may be determined by the City. In no event, shall billing be for a period in excess of 31 days.
- G. Obligations of the City. In the performance of this Agreement, the City agrees to be accessible to the Coordinator, to comply with all reasonable requests of the Coordinator and to provide the Coordinator reasonable access to documents that may be necessary to perform the services

under this agreement.

- H. Status of the Coordinator. It is understood and intended by both parties that the Coordinator, in performing the Services herein and receiving the compensation for such services, shall be acting as an independent contractor for the City and not as an employee or agent of the City. In that regard, no taxes or benefits shall be withheld from the compensation to be paid to the Coordinator, nor shall any such benefits, including, but not limited to unemployment compensation premiums or Workers' Compensation premium accrue to the Coordinator or be paid by the City on behalf of the Coordinator.
- I. Indemnifications. Notwithstanding any provision in this Agreement or any attachment or exhibit hereto, Coordinator shall indemnify and hold harmless against any and all liability imposed or claimed, including reasonable attorney fees and other legal expenses by and person or entity arising directly or indirectly from an act or failure to act by the Coordinator its employees, agents or subcontractors and in which injury or death to any person or damage to property is caused.
- J. Termination
- a. This Agreement may be terminated upon the delivery of a written notice of termination to the other party at least fifteen (15) days before the effective date of the termination.
 - b. The City may terminate the Agreement effective immediately upon the material breach of this Agreement, including but not limited to, falsification of documents, dishonesty, theft or other intentional breach. In such an event, no further compensation will be due.
- K. Equal Employment Opportunity
- a. The Coordinator will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Coordinator will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Coordinator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Coordinator will, in all solicitations for advertisement for employees place by or on behalf of the Coordinator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - c. The Coordinator will comply will all provisions of Executive Order No. 11246 of September 24, 1965 and be the rules regulations and relevant orders of the Secretary of Labor.
 - d. The Coordinator will furnish all information and reports required by Executive Order No. 12246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto and will permit access to books, record and accounts by the contracting agency and Secretary of Labor for purposes of investigation ascertain compliance with such rules, regulation and orders.
 - e. In the event of the Coordinator's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders this agreement may be cancelled, terminated or suspended in whole or in part, and the Coordinator may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No' 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.

11246 of September 25, 1965 or by rules, regulations or order of the Secretary of Labor or as otherwise provided by law.

- f. The Coordinator will include the provisions of subparagraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issue pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Coordinator will take such action with respect to any subcontractor or purchase order as the Contract Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Coordinator becomes involved in, or is threatened with litigation with a subcontract or Coordinator or vendor as a result of such direction by the Contracting Agency, the Coordinator may request the United States to enter into such litigation to protect the interest of the United States.
- L. Segregated Facilities. The Coordinator will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- M. Conflict of Interest. The Coordinator will abide by the provision that no member, officer or employees of the grantee, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.
- N. Copeland "Anti-Kick Back Act. The Coordinator agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Coordinator shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which is otherwise entitled.
- O. Termination of Agreement for Cause. If, through any cause, the Coordinator shall fail to fulfill in a timely and proper manner her obligations under this contract, or if the Coordinator shall violate any of the covenants, agreements or stipulations of this contract, the City shall there upon have the right to terminate this agreement by giving written notice to the Coordinator of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Coordinator under this agreement shall, at the option of the City, become its property and the Coordinator shall be entitled to received just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Coordinator shall not be relived of liability to the Agency for damages sustained by the City, by virtue of any breach of the agreement by the Coordinator, and the City may withhold any payments to the Coordinator for purpose of set off until such time as the exact amount of damages due the City from the Coordinator is determined.
- P. Termination of Contract for Convenience. Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date such termination. If the Agreement is terminated by the City as provided herein, the Coordinator will be paid an amount based on the time and expenses incurred by the Coordinator prior to the effective date of such termination.
- Q. Miscellaneous Terms.
 - a. This agreement shall comprise the entire agreement and shall supersede any and all other agreements between the parties, whether verbal and written.

- b. The laws of the State of Ohio shall control the validity, effect and interpretation of the Agreement.
- c. If any part, clause, provision or condition of this Agreement is held to be void, invalid or inoperative, such voidness, invalidity or inoperativeness shall not affect any other clause, provision or condition hereof; but the remainder of this Agreement shall be effective as though such clause, provision or condition had not been contained herein.
- d. Any notices of any communication required or permitted by this Agreement to be delivered to or served on either shall be deemed properly delivered to, served on, and received by other party when personally delivered to the party or in lieu of such personal service, when deposited in the United States mail, certified with postage prepaid, addressed to the party. Unless notified in writing otherwise, the following shall be used for notices.

City of Oxford

Chief John A. Jones
Oxford Police Department
101 E. High Street
Oxford, OH 45056

Coordinator

Peter M. Reising
4071 California Road
Okeana, OH 45056

With a Second Copy to:

Lt. Lara Fening
Oxford Police Department
101 E. High Street
Oxford, OH 45056

- e. The parties agree that the approval and acceptance of this Agreement may be executed in any number of counterpart signature pages, all of which taken together shall constitute one and the same instrument, and any party or signatory hereto may execute its approval and acceptance of the Agreement by signing any such counterpart.

R. Prohibition Against Assignment. The duties and obligations under this Agreement may not be assigned by the Coordinator without the prior written consent of the City.

Now therefore, the parties by and through their authorized officers have executed this Agreement on the _____ day of _____, 2020.

Witness:

Peter M. Reising:

Witness:

City of Oxford:

Douglas R. Elliott, Jr.
City Manager

Approved as to form:

Approved as to content:

Christopher R. Conard
Law Director

John A. Jones
Chief of Police

Agreement with Peter M. Reising dated October 1, 2020

CERTIFICATE

The undersigned Finance Director for the City of Oxford, Ohio, hereby certifies that funds to cover payment for services or supplies embodied in this contract are presently available or in the process of collection and that Council has appropriated money for this purpose, and it remains unencumbered.

Joe Newlin
Finance Director



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	May 11, 2020
COUNCIL MEETING DATE:	May 19, 2020
AGENDA TITLE:	Adoption of Oxford Transportation Plans
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approval of Resolution
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE</i> <i>5/15/20</i>

DISCUSSION:

The purpose of this publication is to compile all transportation-related plans into a single document, for ease of reference by elected officials, staff, and the general public. The document consists of four components: (1) the Oxford Transportation Thoroughfare Plan, adopted in 2007; (2) the Oxford Bike and Pedestrian Safety Improvement Plan, adopted in 2014; (3) the Oxford Complete Streets Policy, adopted in 2019; and (4) the Oxford Area Trail System (OATS) Plans, which continue to be refined by additional studies and public input as new trail phases are implemented.

The documents are intended to be viewed in magazine format because the maps cover two pages. Printed 'magazine' copies of an abridged version will be available for official use or at print cost to the general public. The draft documents can be viewed at: <https://issuu.com/cityofoxford-commdev>

Once approved, they can be embedded within city webpages.

The lengths of the documents are 60 pages for abridged and 107 pages for full, which includes the full body text of the 2007 Thoroughfare Plan. Due to agenda packet length and printing costs, staff is awaiting approval prior to additional printing. Two copies have been printed and viewed by Department Heads and the Mayor. An excerpt of the first five pages is included here as a reference.



RESOLUTION NO.

A RESOLUTION CONFIRMING THE ADOPTION OF OXFORD TRANSPORTATION PLANS AND DIRECTING STAFF TO COMPILE THE PLANS INTO A SINGLE DOCUMENT.

WHEREAS, Council finds the Oxford Transportation Thoroughfare Plan was adopted in 2007, the Oxford Bike and Pedestrian Safety Improvement Plan was adopted in 2014, the Oxford Complete Streets Policy was adopted in 2019; and the Oxford Area Trails System (OATS) Plans continue to be refined by additional studies and public input as new trail phases are implemented: and

WHEREAS, the City Manager and the Community Development Director recommend City Council confirm the adoption of Oxford Transportation Plans and direct staff to compile all transportation related plans into a single document, for ease of reference by elected officials, staff, and the general public.

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

SECTION 1: City Council accepts the recommendation of the City Manager and the Community Development Director and confirms the adoption of Oxford Transportation Plans and further directs staff to compile the plans into a single document.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



OXFORD  **OH**

TRANSPORTATION PLANS





OXFORD TRANSPORTATION PLANS

ADOPTED BY OXFORD CITY COUNCIL

MONTH XX, 2020

BY RESOLUTION NO. XXXX

PREPARED BY

COMMUNITY DEVELOPMENT DEPARTMENT

15 SOUTH COLLEGE AVENUE

OXFORD, OH 45056

PHONE: 513-524-5204

Zachary Moore, AICP
Planner

Andrew Wilson
Technical Assistant

Sam Perry, AICP
Community Development Director

Dexter Wright
Intern

PREFACE



The purpose of this publication by the City of Oxford is to compile all transportation-related plans into a single document, for ease of reference by elected officials, staff, and the general public. The document consists of four components: (1) the Oxford Transportation Thoroughfare Plan, adopted in 2007; (2) the Oxford Bike and Pedestrian Safety Improvement Plan, adopted in 2014; (3) the Oxford Complete Streets Policy, adopted in 2019; and (4) the Oxford Area Trail System (OATS) Plans, which continue to be refined by additional studies and public input as new phases are implemented.

This document serves not to repeal the original versions of the above mentioned items, but instead shall serve as a supplement to the original approvals. Any departures from originally recommended policies or plans are specifically identified.

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OXFORD TRANSPORTATION THOROUGHFARE PLAN



ADOPTED BY OXFORD CITY COUNCIL

OCTOBER 16, 2007

BY ORDINANCE NO. 2977

PREPARED BY

TETRA TECH

1328 DUBLIN ROAD, SUITE 201A

COLUMBUS, OH 43215

PHONE: 614-827-7437

FAX: 614-827-0742



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Assistant City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	5/18/2020
COUNCIL MEETING DATE:	5/19/2020
AGENDA TITLE:	Emergency Small Business Loans
BUDGETED AMOUNT:	\$20,000. (4, \$5,000 loans from RLF)
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	

DISCUSSION:

The Oxford City Council adopted new rules and procedures for the Oxford Revolving Loan Fund (RLF) to be used to allow for an Emergency Small Business Loan program for the purpose of staff retention during the COVID-19 pandemic. The Community Improvement Corporation (CIC) decided to set aside up to \$200,000 of the RLF balance to be used for this purpose and applications will be accepted through July 15, 2020.

Five applications were considered at the May 12, 2020 CIC meeting and 4 are being recommended for approval. The CIC Board is asking for more information from the final applicant, as their application was incomplete.

Attached is a summary of each Emergency Small Business Loan Application recommended for approval.



RESOLUTION NO.

A RESOLUTION APPROVING A FIVE THOUSAND DOLLAR (\$5,000) EMERGENCY SMALL BUSINESS REVOLVING LOAN FUND LOAN TO THE FOLLOWING BUSINESSES:

- Animal Care Clinic
- LogCon Enterprises LLC, DBA Books & Brews
- Shri Mahadevi Inc, DBA RedOx Drive Thru
- Village West Framing and Gallery

WHEREAS, Council adopted new rules and procedures for the Oxford Revolving Loan Fund (RLF) to allow for an Emergency Small Business Loan program for the purpose of staff retention during the COVID-19 pandemic; and

WHEREAS, Council finds that the Oxford Community Improvement Corporation met on May 12, 2020, to consider the loan requests of Animal Care Clinic, LogCon Enterprises LLC, DBA Books & Brews, Shri Mahadevi Inc, DBA RedOx Drive Thru, and Village West Framing and Gallery for a loan from the Oxford Revolving Loan Fund ("RLF") to assist with staff retention during the COVID-19 Pandemic; and

WHEREAS, the Oxford Community Improvement Corporation, after due deliberation, recommended approval of each loan in the amount of \$5,000 at zero percent interest for four (4) years. The loan proceeds will be used for staff retention purposes; and

WHEREAS, the Oxford Community Improvement Corporation found the applicant meets the RLF Goals & Objectives of job retention under the Emergency Small Business Loan Rules and Procedures.

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

SECTION 1: Council of the City of Oxford hereby accepts and approves the recommendation of the Oxford Community Improvement Corporation and approves the loans of \$5,000 at zero percent interest, for four (4) years to the following businesses:

- Animal Care Clinic
- LogCon Enterprises LLC, DBA Books & Brews
- Shri Mahadevi Inc, DBA RedOx Drive Thru
- Village West Framing and Gallery

SECTION 2: Council hereby authorizes the City Manager, the Finance Director and the City Attorney to prepare and execute loan documents.

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

MAYOR

ADOPTED: May 19, 2020

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



Emergency Small Business Loan Revolving Loan Fund (RLF) Application Summaries:

Borrower:	Animal Care Clinic Molly Buckley
Small Business Concern:	Staff Retention
Principals & Guarantors:	Molly Buckley – Principal
Business Address:	75 Lynn Ave. Oxford, Ohio 45056
Company Description:	Local veterinarian practice.
Proposed Project:	\$5,000 to be used toward staff retention during COVID-19 pandemic.
Collateral:	Molly Buckley - Personal Guarantee
Staff Retention:	Retain 5 FTE making an average of \$15/hr.
RLF Requirements:	Retains jobs for low to moderate income employees.
Loan Terms:	Zero percent interest for four (4) years. Repayment will begin 9 months after closing on loan.



Emergency Small Business Loan Revolving Loan Fund (RLF) Application Summaries:

Borrower:	Shr Mahadevi Inc, DBA Red Ox Drive Thru Vani Vukanti
Small Business Concern:	Staff Retention
Principals & Guarantors:	Vani Vukanti – Principal
Business Address:	95 E. Chestnut St. Oxford, Ohio 45056
Company Description:	Convenience Store
Proposed Project:	\$5,000 to be used toward staff retention during COVID-19 pandemic.
Collateral:	Vani Vukanti - Personal Guarantee
Staff Retention:	Retain 5 FTE making an average of \$11/hr.
RLF Requirements:	Retains jobs for low to moderate income employees.
Loan Terms:	Zero percent interest for four (4) years. Repayment will begin 9 months after closing on loan.



Emergency Small Business Loan Revolving Loan Fund (RLF) Application Summaries:

Borrower:	LonCon Enterprises LLC, DBA Books&Brews Ann Kamphaus
Small Business Concern:	Staff Retention
Principals & Guarantors:	Ann Kamphaus – Principal
Business Address:	107 E. Church St. Oxford, Ohio 45056
Company Description:	Restaurant, Brewpub & Bookstore
Proposed Project:	\$5,000 to be used toward staff retention during COVID-19 pandemic.
Collateral:	Ann Kamphaus - Personal Guarantee
Staff Retention:	Retain 4 FTE making an average of \$10/hr.
RLF Requirements:	Retains jobs for low to moderate income employees.
Loan Terms:	Zero percent interest for four (4) years. Repayment will begin 9 months after closing on loan.



Emergency Small Business Loan Revolving Loan Fund (RLF) Application Summaries:

Borrower:	Village West Framing and Gallery Tom Hogeback
Small Business Concern:	Staff Retention
Principals & Guarantors:	Tom Hogeback – Principal
Business Address:	316 B. S. College Ave. Oxford, Ohio 45056
Company Description:	Picture framing and art gallery
Proposed Project:	\$5,000 to be used toward staff retention during COVID-19 pandemic.
Collateral:	Tom Hogeback- Personal Guarantee
Staff Retention:	Retain 1 FTE
RLF Requirements:	Retains jobs for low to moderate income employees.
Loan Terms:	Zero percent interest for four (4) years. Repayment will begin 9 months after closing on loan.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	May 11, 2020
COUNCIL MEETING DATE:	May 19, 2020
AGENDA TITLE:	Zoning Text Amendment Freestanding Signs for Multi-Family Building Identification
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approval of Ordinance
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 5/15/20</i>

DISCUSSION:

Planning Commission reviewed this proposed zoning text amendment in February and March of 2020. The amendment originated as part of a settlement with a property owner in 2019. The agreement stipulated that the amendment would be initiated, not necessarily approved.

The amendment would provide for new freestanding signs for multi-family buildings in the R3MS district. Other adjacent districts have similar 24 square foot signs, leaving owners in the R3MS district to seek out a special approval such as a variance from the Board of Zoning Appeals.

In February the Planning Commission found that the proposed amendment left too much latitude for staff interpretation, and requested additional wording. Staff brought back additional wording in March that was satisfactory and therefore recommended approval to City Council unanimously.

ORDINANCE NO.

ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 1137.10 ENTITLED NONCONFORMING SIGNS, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 1137.10 ENTITLED NONCONFORMING SIGNS.

WHEREAS, Council finds in accordance with Section 1135.02 of the Codified Ordinances of the City of Oxford, the City of Oxford Planning Commission held a public hearing on March 10, 2020 and that following the public hearing did deliberate and as a result of that deliberation, the Planning Commission recommended repealing Oxford Codified Ordinance Section 1137.10 entitled Nonconforming Signs and adopting new Oxford Codified Ordinance Section 1137.10 entitled Nonconforming Signs.

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

SECTION I: Council hereby repeals Oxford Codified Ordinance Section 1137.10 entitled Nonconforming Signs, and adopts new Oxford Codified Ordinance Section 1137.10 entitled Nonconforming Signs as follows: (additions are bolded and deletions are struck through)

1137.10 NONCONFORMING SIGNS.

(a) Determination of Legal Nonconformity:

(1) An existing sign that does not conform to the specific provisions of this Code may be eligible for the designation of a "legal nonconforming sign" provided that the sign was covered by a valid permit or variance, or complies with all applicable laws on the effective date of this Code, and amendments thereto.

(b) Loss of Legal Nonconforming Status: A legal nonconforming sign loses the legal nonconforming designation if:

(1) The sign is relocated;

(2) The sign is replaced;

(3) The structure or size of the sign is altered in any way except towards compliance with this Chapter. This provision does not refer to general maintenance, changeable marquees, or face and copy changes.

(4) The sign is part of an establishment that discontinues its operation for a period of 1 year.

(5) The sign has not been used for a continuous period of six (6) months.

(c) Maintenance and Repair of Nonconforming Signs:

(1) Normal maintenance shall be permitted, which includes painting of chipped or faded signs; replacement of faded or damaged surface panels; or repair or replacement of electrical wiring or electrical devices. A non-conforming sign shall not be structurally altered to prolong the life of the sign.

(2) If the sign suffers damage to an extent greater than 60% of the estimated replacement value, the sign shall be replaced with a sign that complies with Chapter 1151.

~~(d) No new signs are permitted for nonconforming land uses.~~

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

City of Oxford
Community Development Department
STAFF REPORT
Planning Commission

Case # PC-2020-02

Date – February 11, 2020

GENERAL INFORMATION

Applicant:	City of Oxford
Action Request:	Zoning Text Amendment – Freestanding Signs for Multi-Family Building Identification
Initiated:	December 30, 2019
Affected Code Sections:	Nonconforming signs, Section 1137.10 and Signs for Residential Structures with more than three dwelling units, Section 1151.05(d)

PROPOSAL SUMMARY

The City of Oxford's Community Development Department has initiated a proposed text amendment to Oxford's Planning and Zoning Code to accommodate requests for freestanding sign installations for multi-family buildings in the Mile Square.

AGENCY REVIEWS

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

Police:	Returned without comments
Fire:	Returned without comments
Engineering:	Returned without comments
Econ. Dev.:	Returned without comments

PUBLIC COMMENTS

The proposed text amendment was legally advertised as required. No public comments have been received as of the writing of this report.

STAFF RECOMMENDATION

Based upon a review of the Decision Standards, staff recommends approval of the text amendment. The Commission can cite the staff findings or make its own in its recommendation to City Council.

STAFF COMMENTARY

Background

In Board of Zoning Appeals Case #2017-10, held August 15, 2017, a sign variance was denied. The variance request was for a 24 sq ft freestanding sign for a seven building multi-family building complex where the code allowed only a 6 sq ft wall sign. The owner and applicant chose to file the variance request rather than request a text amendment. In the 2017 hearing, the applicant cited similar size and placement of other signs that were allowed in similar contexts; but by different code provisions. No sign was installed. On April 16, 2019, the City of Oxford agreed to an unrelated settlement with the same property owner (Hoelzer/Kacachos/Park Place). One of the conditions of the settlement was that city staff would initiate this text amendment through the review process.

The proposed amendments do two things:

1. Removes the prohibition of new signage for nonconforming uses, essentially deferring the administration of signs on such properties to the sign chapter, 1151.
2. Adds the R3MS district to the list of districts where freestanding signs are permitted.

The proposed amendment is narrowly written for this specific situation in the R3MS district. The R3MS district was recently expanded; however, it contains mostly single and two family buildings, which limits the potential for impact of this text amendment.

Two Sections Being Amended – shown in exhibits

Section 1137.10 d) is being deleted as follows: “No new signs are permitted for nonconforming land uses”

AND:

Section 1151.05 d) (1) is being amended to add R3MS to the list of zones:

(1) No more than 1 freestanding sign per development site as follows, for identification of residential structures with more than three dwelling units in the R3, **R3MS** and R4 zoning districts:

- A. A maximum of 2 sign faces
- B. No more than 24 square feet in area per sign face
- C. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.
- D. Indirect illumination only

The full text of both chapters are also attached as Exhibit C.

Decision Standards

Oxford Zoning Code Chapter 1135 outlines the text amendment process and decision standards that the Planning Commission must follow in making its recommendation to Council. At least one of the criteria must be met in order to recommend approval. The decision criteria are as follows (with comments in *italics*) and attached in the Appendix:

- A. **The proposed amendment will make the Code conform more closely with the Comprehensive Plan.**
The Urban Design Chapter 4 Goal is: “Honor and preserve the historic character of Oxford while embracing high quality design that complements existing development.”

The chapter articulates the importance of the Mile Square built environment. Any code changes, such as this one, should maintain or enhance that character, rather than degrade it. Signs are not specifically mentioned in the 2008 Comp Plan.
- B. **The proposed amendment will improve the health, safety, and general welfare of Oxford.**
The amendment could assist with building and property identification which is somewhat related to safety.
- C. **The proposed amendment will clarify the intent of the Code.**
The removal of the prohibition in the nonconforming chapter clarifies that nonconformities are allowed to continue, within certain limits; and that appropriate signage is permitted for such uses. In 2013, the nonconformities chapter (but not the sign chapter) was amended to relax restrictions on additions and remodels of nonconforming residential land uses. Therefore this is the strongest criteria for approval of any of these five.
- D. **The proposed amendment will better implement the intent of the Code.**

One of the purposes of the sign code in 1151.01 is to protect residential areas from the adverse impacts of excessive signage. Another is to provide owners and occupants an opportunity for effective identification. There are several statements in this section that can guide decision making for sign administration, sign code amendments and future plans for signs as the industry evolves.

E. The proposed amendment will improve enforcement of the Code.

There is no confusion about the enforcement of the code that this amendment would help with. Staff's opinion is that the amendment does not meet this criteria; however only one criteria is necessary for approval.

SUBMITTED BY:



Sam Perry, AICP
Community Development Director

DATE: February 4, 2020

APPENDIX CONTENTS

EXHIBIT A – CHAPTER 1135 ZONING CODE AMENDMENT EXCERPTS

EXHIBIT B – AMENDED TEXT BOTH SECTIONS SHOWN IN SURROUNDING CONTEXT

EXHIBIT C – FULL TEXT OF CHAPTERS 1137 AND 1151 WITH AMENDMENTS SHOWN



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry
DATE PREPARED:	May 11, 2020
COUNCIL MEETING DATE:	May 19, 2020
AGENDA TITLE:	Zoning Text Amendment Freestanding Signs for Multi-Family Building Identification
BUDGETED AMOUNT:	N/A
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RECOMMENDATION:	Approval of Ordinance
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 5/15/20</i>

DISCUSSION:

Planning Commission reviewed this proposed zoning text amendment in February and March of 2020. The amendment originated as part of a settlement with a property owner in 2019. The agreement stipulated that the amendment would be initiated, not necessarily approved.

The amendment would provide for new freestanding signs for multi-family buildings in the R3MS district. Other adjacent districts have similar 24 square foot signs, leaving owners in the R3MS district to seek out a special approval such as a variance from the Board of Zoning Appeals.

In February the Planning Commission found that the proposed amendment left too much latitude for staff interpretation, and requested additional wording. Staff brought back additional wording in March that was satisfactory and therefore recommended approval to City Council unanimously.

Memo



To: Planning Commission

From: Sam Perry

Date: 3/5/2020

Re: PC-2020-02 – freestanding signs for multi-family buildings

Following the February meeting discussion, staff took another look at how to reduce the likelihood of excessive signage. Staff's belief is the definition of development site is sufficient because a single building is not a development site. However, to be absolutely clear, a mathematical threshold is within reason for this amended code section.

The below text requires a minimum frontage and area. The subject property that triggered this amendment would meet both of these thresholds. The development is called New England Square and includes 8 buildings that are on both sides of South Poplar Street. This change would reduce the likelihood that a future interpreter of zoning code would consider a single building a development site. This change would also give some additional guidance for Planned Developments and Subdivisions that are redevelopments.

- (1) No more than 1 freestanding sign per development site as follows, for identification of residential structures with more than three dwelling units in the R3, R3MS and R4 zoning districts:
 - A. The development site must have at least 1 acre in area and 250 feet in street frontage
 - B. A maximum of 2 sign faces
 - C. No more than 24 square feet in area per sign face
 - D. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.
 - E. Indirect illumination only

ORDINANCE NO.

ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 1151.05 ENTITLED PERMANENT SIGNS, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 1151.05 ENTITLED PERMANENT SIGNS.

WHEREAS, Council finds in accordance with Section 1135.02 of the Codified Ordinances of the City of Oxford, the City of Oxford Planning Commission held a public hearing on March 10, 2020 and that following the public hearing did deliberate and as a result of that deliberation, the Planning Commission recommended repealing Oxford Codified Ordinance Section 1151.05 entitled Permanent Signs and adopting new Oxford Codified Ordinance Section 1151.05 entitled Permanent Signs.

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

SECTION I: Council hereby repeals Oxford Codified Ordinance Section 1151.05 entitled Permanent Signs adopts new Oxford Codified Ordinance Section 1151.05 entitled Permanent Signs as follows: (additions are bolded and deletions are struck through)

1151.05 PERMANENT SIGNS.

(a) Nonresidential Land Use Identification and Advertising Signs in the following Districts.

These regulations describe the signs permitted for the purposes of identification and advertising for nonresidential land uses in those zoning districts that permit nonresidential land uses by right. Such signs are primarily intended to provide for identification of such uses from off-site, but also include pedestrian-scale signs that are intended to provide more detailed information to people who approach the primary entrance to such land uses.

(1) NB - Neighborhood Business District. No more than a total of 1 wall or freestanding sign is permitted per nonresidential occupant in accordance with the following:

A. Wall Signs:

1. No more than 1 sign as follows, for identification and advertising:
 - a. No more than 20 square feet
 - b. Attached between 9 and 18 feet above the adjacent ground

B. Freestanding Signs:

1. No more than 1 sign as follows, for identification and advertising:
 - a. No more than 12 square feet per sign face
 - b. No closer than 10 feet to a side lot line
 - c. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.

C. Illumination:

1. Signs shall have only indirect illumination.

D. Proposals for signs on properties that fall within the Historic District Overlay in an NB zoning district shall consult the HAPC sign guidelines and follow the procedures therein.

(1) RO - Residential Office District. No more than a total of 1 wall or freestanding sign is permitted per nonresidential occupant in accordance with the following:

A. Wall Signs:

1. No more than 1 sign as follows, for identification and advertising:
 - a. No more than 20 square feet
 - b. Attached between 9 and 18 feet above the adjacent ground

B. Freestanding Signs:

1. No more than 1 sign as follows, for identification and advertising:
 - a. No more than 12 square feet per sign face

- b. No closer than 10 feet to a side lot line
- c. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.

C. Illumination:

- 1. Signs shall have only indirect illumination.

D. Proposals for signs on properties that fall within the Historic District Overlay in an RO zoning district shall consult the HAPC sign guidelines and follow the procedures therein.

(2) UP - Uptown District. No more than a total of 2 wall signs are permitted per nonresidential occupant in accordance with the following:

A. Wall signs:

- 1. No more than 1 sign per nonresidential occupant as follows, for identification and advertising:

- a. No more than 3 feet in height that extends horizontally across the entire facade of the structure.

- b. Attached between 9 and 18 feet above the adjacent ground.

- c. If a building has more than one business occupant, the owner of the building shall apportion the space allotted for signs among the various business occupants in accordance with the regulations above.

- d. If a building is on a corner lot or the corner of an alley, it is permissible to have one additional wall sign on the side of the building facing the secondary roadway in accordance with the regulations above.

- 2. No more than 1 sign per nonresidential occupant as follows, for menu box:

- a. No more than 2 square feet in area

- b. Attached between 4 and 6 feet above the adjacent ground.

- c. Incorporates no text greater than 2 inches in height.

B. Illumination:

- 1. Signs shall have only indirect illumination.

C. Proposals for signs on UP properties that fall within the Historic District Overlay shall consult the HAPC sign guidelines and follow the procedures therein.

(3) GB - General Business District.

A. Maximum total sign area for all signs on a development site shall be no more than 2 square feet of sign area per linear front foot of the site.

- 1. Single Tenant Site: No more than a total of 2 wall or freestanding signs are permitted per site.

- a. Wall Signs: No more than 2 signs as follows:

- i. If the average front setback of the structure is less than 100 feet, then the sign may be no more than 3 feet tall. If the average front setback of the structure is 100 feet or greater then a sign may be no taller than the average front setback of the structure multiplied by 0.04, but in no case taller than 12 feet.

- ii. No wall sign may exceed the total front width of the building façade facing the public right-of-way.

- iii. If a building is on a corner lot or the corner of an alley, it is permissible to have one additional wall sign on the side of the building facing the secondary roadway in accordance with the regulations above.

- b. Freestanding Signs: No more than 1 sign as follows:

- i. No more than 48 square feet per side.

- ii. No combination of a freestanding sign support structure and sign shall be higher than 6 feet or wider than 12 feet.

- 2. Multi-Tenant Site:

- a. Wall Signs: No more than 1 wall sign per tenant and the size is limited to the following:

i. If the average front setback of the tenant is less than 100 feet, then the sign may be no more than 3 feet tall. If the average front setback of the tenant is 100 feet or greater then a sign may be no taller than the average front setback of the tenant multiplied by 0.04, but in no case taller than 12 feet.

ii. No wall sign may exceed the building width of a tenant space.

iii. If a building is on a corner lot it is permissible to have one additional wall sign facing the secondary roadway in accordance with the regulations above.

b. Free-Standing Signs: No more than 1 sign as follows:

i. No more than 48 square feet per side.

ii. No combination of a freestanding sign support structure and sign shall be higher than 6 feet or wider than 12 feet.

B. Illumination:

1. Signs may be indirectly or directly illuminated.

(4) OI & LI - Office and Light Industrial District & Light Industrial District. No more than a total of 1 wall or freestanding sign is permitted per development site in accordance with the following:

A. Maximum total sign area for all signs on a development site shall be no more than 1 square foot of sign area per front foot of the development site.

B. Wall Signs:

1. No more than 1 sign as follows:

a. If the average front setback of the structure is less than 100 feet, then the sign may be no more than 3 feet tall. If the average front setback of the structure is 100 feet or greater then a sign may be no taller than the average front setback of the structure multiplied by 0.04, but in no case taller than 12 feet.

b. If a building is on a corner lot or the corner of an alley, it is permissible to have one additional wall sign on the side of the building facing the secondary roadway in accordance with the regulations above.

C. Freestanding Signs:

1. No more than 1 sign as follows:

a. No more than 48 square feet per side

b. No closer than 30 feet to a side lot line

c. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.

D. Illumination:

1. Signs may be indirectly or directly illuminated.

(b) Nonresidential Land Use Signs in Residential Zoning Districts. The following regulations describe the signs permitted for identification of nonresidential land uses such as day care, institutional, public, semi-public, charitable, non-profit, religious, or medical facilities in any residential zoning district as defined in Chapter 1133, Provisions for Zoning Districts. Such signs are primarily intended to provide for identification of such uses from off-site. Signs for legal nonconforming nonresidential land uses are regulated according to the Nonconforming Chapter of this Code and are not entitled to the signs permitted in this section.

(1) No more than 1 sign per development site is permitted as follows:

A. The sign may be either a wall or a freestanding sign but not both

B. No more than 12 square feet in area

C. Indirect illumination only

(c) Name Plate and Direction Signs in Any District. These regulations describe the signs permitted for the purposes of controlling the flow of pedestrian and vehicular traffic on-site and for identifying the building entrances for nonresidential land uses in any zoning district. Such signs include vehicular and pedestrian-scale signs that describe building occupants, secondary entrances, intended travel directions, and parking regulations and are permitted in accordance with the following:

(1) No more than 1 wall sign per principle structure as follows, to describe the names, address, and locations within the structure:

- A. No more than 2 square feet in area
- B. Attached between 4 and 8 feet above the adjacent ground
- C. Attached either on or within 2 feet of a door.
- D. Indirect illumination only

(2) No more than 1 wall sign per secondary entrance to a principle structure, excluding that described in part 1 of this section, as follows, to describe the purpose of secondary entrances:

- A. No more than 2 square feet in area
- B. Attached on or within 2 feet of a door

(3) No more than 1 wall or freestanding sign per development site as follows, to describe parking regulations:

- A. No more than 4 square feet in area
- B. Single sign face only
- C. Display no commercial message except identification and address
- D. Indirect illumination only

(4) Any number of wall or freestanding signs as follows, to describe intended direction of vehicular travel on-site:

- A. No more than 2 square feet in area
- B. No higher than 4 feet
- C. No closer than 5 feet to any lot line
- D. Display no commercial message except identification and address

(d) These regulations describe the signs permitted for the purposes of identification of residential land uses in any location. Such signs include addresses, large multi-family identification, and subdivision identification and are permitted in accordance with the following:

(1) No more than 1 freestanding sign per development site as follows, for identification of residential structures with more than three dwelling units in the R3, **R3MS** and R4 zoning districts:

- A. The development site must have at least 1 acre in area and 250 feet in street frontage.**
- B. A maximum of 2 sign faces
- C. No more than 24 square feet in area per sign face
- D. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.
- E. Indirect illumination only

(2) No more than 1 freestanding sign per street intersection at the boundaries of a subdivision as follows, for identification of the subdivision:

- A. A maximum of 2 sign faces
- B. No more than 48 square feet per sign face
- C. No combination of a freestanding sign structure and sign shall be higher than 6 feet or wider than 12 feet.
- D. Indirect illumination only

(e) Other Permitted Specific Development, Land Use, and Accessory Land Use Signs.

(1) Street Number Signs. Signs for the display of street numbers as regulated in Oxford Code Section PM-304.3, Street Numbers.

(2) Building Identification Signs. No more than 1 wall sign per principal structure as follows:

- A. No more than 6 square feet in area
- B. Attached between 4 and 18 feet above the adjacent ground
- C. The sign shall be naturally illuminated only.

(3) Fuel Sales. In addition to other provisions of this Chapter, a publicly available fuel dispensing station may use a 12 square foot area of no more than one permitted wall or freestanding sign for changeable copy to display the price of fuel. This may be applied on both sides of a two-sided sign.

(4) Self-service facilities. No such facility shall have more than 4 square feet of total sign area. Such signs shall be permanently attached to or be a part of the facility and shall not extend above it.

(5) Planned Developments. Signs for planned developments shall be regulated according to the approved final plan.

(6) Commemorative Structure Identification. Structure names, erection dates, commemorative plaques and the like are permitted on any structure if carved into stone or concrete or set in brick or in some other way permanently made a part of the structure or if made of metal and permanently adhered to the structure. This is intended to permit signs that will remain on the structure until it is razed and that is independent of the occupants. These signs shall be naturally illuminated only.

(7) Associations. Credit card, trading stamp, trade association window signs are permitted for any nonresidential land use in any zoning district. No symbol shall exceed 1/2 square foot in area. No more than 10 such signs are permitted per nonresidential occupant. These signs shall be naturally illuminated only.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)