



Agenda

Oxford City Council

Court House

TUESDAY, JULY 7, 2020

EXECUTIVE SESSION

No Executive Session.

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 Snavelly, 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. Presentation – Update from the Miami University Safe Return to Campus Committee
Co-Chairs: Dr. Gwen Fears and Dr. Dana Cox.
- B. Presentation – Oxford Police Division Training - John Jones, Police Chief.
- C. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. 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 June 16, 2020 City Council Virtual Meeting. (Will be available for the July 21, 2020 Council Agenda)
- B. A Resolution declaring certain property in the Police Division's possession as surplus and not needed for any municipal purpose and authorizing its advertisement and sale to the highest bidder at public auction or internet auction. (John Jones, Police Chief) pg5



Staff Report/Resolution

5. Resolutions.

- 1. A Resolution approving the contract between the City of Oxford, Ohio, and the Oxford Police Officers, Fraternal Order of Police, Lodge 38 and authorizing the City Manager to sign the contract on behalf of the City. (Doug Elliott, City Manager) pg9



Staff Report/Resolution

- 2. A Resolution authorizing the City Manager to develop a Request for Proposals, advertise property for sale, and receive bids for the sale of City owned property (47 acres) located off of Oxford Reily Road in the City of Oxford, Ohio. (Doug Elliott, City Manager) pg39



Staff Report/Resolution

- 3. A Resolution of the Council of the City of Oxford, Ohio, requesting the Governor of Ohio to implement a statewide requirement for wearing cloth masks or face coverings. (Councilor Prytherch) pg42



Staff Report/Resolution

4. A Resolution authorizing the City Manager to enter into a contract with Sutphen Corporation for the purchase of a new Sutphen custom engine/rescue vehicle at State Contract pricing at a cost of \$637,980.00 plus a contingency in the amount of \$15,000.00 for a total cost not to exceed \$652,980.00 utilizing funds from Miami University (one third of the cost) and the City of Oxford's Fire and EMS Fund. (John Detherage, Fire Chief) pg45



Staff Report/Resolution

5. A Resolution approving a request for funds from the County Coronavirus Relief Distribution Fund and affirming that all expenditures therefrom will be in compliance with the requirements of Section 5001 of the CARES Act. (Joe Newlin, Finance Director) pg48



Staff Report/Resolution

6. Ordinances.

A. First Reading.

1. An Ordinance Approving The Creation Of A New Fund For The 2020 Operating Budget To Provide For Local Coronavirus Relief And Declaring An Emergency. (Joe Newlin, Finance Director) pg51



Staff Report/Ordinance

2. An Ordinance Amending Ordinance No. 3538. Supplemental Budget Ordinance Number 4 To Make Supplemental Appropriations For Fiscal Year 2020. (Joe Newlin, Finance Director) pg53



Staff Report/Ordinance

3. An Ordinance Amending Oxford Codified Ordinance Section 525.12 Entitled Dereliction Of Duty By Adding Subsection (e) 1 And 2 To Ban The Use Of Chokeholds By Police Officers And Requiring Officers To Take Reasonable Steps To Intervene When They See The Unauthorized Or Excessive Use Of Force By Other Police Officers. (Councilors: Snively, Raghu and Bracken) pg55



Staff Report/Ordinance

B. Second Reading.

1. An Ordinance Adopting New Section PMC-108.2.5 Entitled Securing Of Vacant Properties Within The International Property Maintenance Code Section Of Part Thirteen Of The Oxford Codified Ordinances Entitled Building Code. (Sam Perry, Community Development Director) pg58



Staff Report/Ordinance

2. An Ordinance Repealing Oxford Codified Ordinance Part Thirteen Entitled Building Code, Title Three Entitled Local Provisions, Chapter 1320 Entitled Fees. (Sam Perry, Community Development Director) pg63



Staff Report/Ordinance

7. A. Announcements & Communications.

1. Discussion – Local COVID Policy Responses. (David Prytherch)
2. 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 – Virtual.

WED - July 8 Historic and Architectural Preservation Commission Meeting 6:15 p.m.

MON - July 13 Oxford Parking and Transportation Advisory Board Meeting 9:30 a.m.

TUES – July 14 Public Arts Commission of Oxford Meeting 4:30 p.m.

TUES – July 14 Planning Commission Meeting 7:00 p.m.

WED - July 15 Board of Zoning Appeals Meeting 6:30 p.m.

MON - July 20 Housing Advisory Commission Meeting 1:30 p.m.

TUES – July 21 City Council Meeting 7:30 p.m.

8. Adjourn.

CITY OF OXFORD

STAFF SUMMARY REPORT

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

Police

Originating Department

Council Meeting Of: July 7, 2020

John A. Jones

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

June 17, 2020

Date Prepared

Agenda Title: Resolution Authorizing Certain Property held by the Division of Police to be sold at public auction.

Recommendation: Approve

Discussion: The items on the attached spreadsheet are in the possession of the Police Division. These items were either found property or they were seized during a criminal investigation. Reasonable efforts have been made to identify owners and notify owners to claim their property. These items have gone unclaimed and are not of use to the Police Division. It is the recommendation of the Police Chief that these items be sold at public auction, to include internet auction, to the highest bidder for cash. The proceeds from the auction will be placed in the general fund of the City. In accordance with OCC Section 127.11, an ad will be placed in the local newspaper describing the nature of the property and inviting persons to claim the property.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JAG \ 6-17-2020

DRE \ 7-2-20

RESOLUTION NO.

A RESOLUTION DECLARING CERTAIN PROPERTY IN THE POLICE DIVISION'S POSSESSION AS SURPLUS AND NOT NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING ITS ADVERTISEMENT AND SALE TO THE HIGHEST BIDDER AT PUBLIC AUCTION OR INTERNET AUCTION.

WHEREAS, the City Manager and the Police Chief recommend certain property in the Police Division's possession be sold to the highest bidder at public auction or internet auction.

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

SECTION 1: Pursuant to Oxford Codified Ordinance Section 127.11, the items set forth in Exhibit 'A' attached hereto and incorporated herein, are hereby declared surplus for City purposes and not needed for any municipal purpose, and the same may be sold at auction.

SECTION 2: Council hereby authorizes such sale of said items to the highest bidder at public auction or internet auction with the proceeds thereof deposited into the General Fund.

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)

Memo

To: John A. Jones, Chief of Police
From: Perry M. Gordon, Properties Custodian
Subject: Auction of Unclaimed Property (bicycles) by City of Oxford
Date: 16 June 2020

I currently have forty-three (43) unclaimed bicycles in storage at impound. There are no known owners and no one has come forward to claim them. I recommend through a resolution of Oxford City Council that they be sold at public online auction via GovDeals and the proceeds be collected by the City.

Thank you.

Good/Best Asset #		MADE	MODEL	FRAME	SPEEDS	SERIAL NUMBER	LETTERING COLOR/DECALS/FEATURES	DAMAGE/CONDITION	OVERALL	RPT. # or	IMPOUND	ELITE	
and Impound Group Letter				COLOR(S)			straight/racing handlebars, racing/saddle seat	missing parts, frame/rin/gear damaged	CONDITION	TAG #	DATE	DISPOSAL	
Blue tags #1-74 sold January 2018; #75-137, June 2018; #605-620, July 2020													
605. A	Schwinn	Pathway	black/white		18	SNX0518K15820	teal bottle rack, fenders, cargo rack, chain guard.	no wear or rust	Good		10/23/19	now	
	Huffy	Dynasafe Alpine Eagle	white/black		21	DMX1012221	red/blue detailing	damaged gear cables	Fair		13-p-0475	now	
	Track	Precaliber	gray		7	WTL133QC4435M	white detailing	low tire wear, rusty chain	Good		13-p-0534	11/29/19	now
606. B	Roadmaster	Granite Peak	black		18	SNF5D146E1394		some rust on chain/gears	Fair		10/23/19	now	
	Schwinn	Clear Creek	green		21	SNMNG68A14317	rear rack, bottle rack	worn tires	Good		10/23/19	now	
	Mongoose	Unknown	red		6	BW000070061	MUST detailing	no seat, worn tires	Fair		12/04/19	now	
607. C	Giant	Awesome	blue		18	GYZ373707		rusty chain, worn tires	Fair		06/13/19	now	
	Schwinn	Slim Ray	silver over original red		1	SNMNGP4C20221	banana seat, monkey bars, wide rear tire/rin	brake cables broken	Fair		10/23/19	now	
	Roadmaster	Granite Peak	black/blue		18	SNF5D17M15863		very low rust/wear	Very Good		05/21/19	now	
608. D	Track	model 028	black		21	WTL023H0003H	blue lettering		Good		18-p-0566	12/17/19	now
	Diamondback	Insight	blue		21?	DAF12001685		no cables, wheels detached	Poor		12/05/18	now	
	Schwinn	PK7	red		18	8F058259	low wear on tires, bottle rack	rusty chain	Good		06/13/19	now	
610. F	Specialized	Hard Rock	silver		unk	PBX18116		broken chain/cables, wheels/handlebar gone	Poor		12/05/18	now	
	Track	222 Mountain Track	light blue		21	C8ZD0668		rust, front wheel detached	Fair		06/13/19	now	
	Schwinn	Dual Sport 058	black		21	1A041907	blue/white lettering	rusty chain, worn tires	Good		06/13/19	now	
611. G	GT	Polaris	purple/white		21	HM0442922		rust, brake cables broken	Fair		12/01/18	now	
	Huffy	Nighthawk	black/green		21	AAH7CLS8736		rear wheel detached	Fair		12/05/18	now	
	Specialized	Rock Hopper	red		21	G0M47272		light rust	Good		11/24/18	now	
612. H	Unknown	Unknown	red (painted black)		21	14441060TB0405		front wheel missing, rust	Poor		02/28/19	now	
	Track	Mountain Track 820	red		18	G3X42966	rear rack, 2 bottle racks	rusty chain	Good		05/13/19	now	
	Mongoose	Wired	red		21	H1042806	suspension frame, front shocks	some tire wear	Good		06/13/19	now	
613. I	Magenta Schwinn	Power Climber	green		10	96TD102745		rusty chain	Good		05/13/19	now	
	Schwinn	AltCamp	silver		21	SNX0518C10191		rusty chain, broken signal bell	Good		05/13/19	now	
	Schwinn	Unknown	black		24	SNX0518A09655			Good		05/13/19	now	
614. J	Track	Multi-track 720	black		21	GZ35S183	rear rack	rusty chain	Good		05/13/19	now	
	GT	Alt-Terra Outpost Trail	black		21	PAE423910	mud flaps		Fair		03/28/19	now	
	Genesis	2750	silver		21	GS160103076	black lettering	heavy rust on chain/spokes; low tire wear	Fair		06/13/19	now	
616. L	Mongoose	Ledge 21	blue		21	SNF5D15B5172	white lettering, suspension frame	rusty chain, low tire wear	Good		06/13/19	now	
	Huffy	Unknown	gray (originally purple)		15	AL08E024479		low tire wear	Fair		06/13/19	now	
	Giant	Attraction	purple		15	07277984	heavy chain rust, low tire wear	low rust, low tire wear	Fair		06/13/19	now	
617. M	Roadmaster	Mt. Fury	dark blue/black		15	BC12393887			Good		12/20/19	now	
	Roadmaster	Granite Peak	black/blue		18			rusty chain	Fair		19-p-0107	03/20/19	now
	GT	Alt-Terra/Tenquesta	black		21	SYF51551	blue/yellow lettering	low rust, low tire wear	Very Good		12/01/19	now	
618. N	Co-Op	GVY 1.1	blue		24	C4ECQ458		low tire wear	Very Good		12/20/19	now	
	Schwinn	Sidewinder	red		21	SNMNG6E7180	bottle rack	damaged seat	Fair		15-p-0175	04/27/19	now
	Pacific	Explorer	purple/white		21	C410407962	women's frame		Good		04/09/20	now	
619. O	Unknown	Unknown	painted red/black		18	Q70C3861M	painted frame		Fair		04/20/20	now	
	Track	3500	silver		21	WTLU259C214H	black lettering	rear wheel detached, brake cable damage	Fair		04/20/20	now	
	Roadmaster	Granite Peak	purple		18	SNF5D15FB9431	blue detailing	high tire wear, brake cable damage	Fair/poor		04/20/20	now	
620. P	Genesis	2965	black/red/ neon green		21	GS170393637	white detailing, undamaged frame	chain rust, tire wear	Good/fair		05/19/20	now	
	Unknown	Unknown	Painted silver (orig. magenta)		21	H10701247	saddle seat.	low tire wear, heavy rust, frame dented	Poor		05/06/20	now	
	Genesis	V2100	black		21	GS181147986	red detailing, front disc brake	low tire wear	Very Good		05/05/20	now	
Updated		15-Jan-20											

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: July 7, 2020

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

June 29, 2020

Date Prepared

Agenda Title: Resolution approving the contract between the City of Oxford, Ohio, and the Oxford Police Officers, Fraternal Order of Police, Lodge 38 and authorizing the City Manager to sign the contract on behalf of the City.

Recommendation: Approval.

Discussion:

City Council voted at the June 16, 2020 meeting to accept the Fact Finding Report between the City and the Police Patrol Unit. Outstanding issues were resolved by fact-finding including wages. As a result, the agreed wage increases will be 3% in 2020 (retroactive to January 1, 2020), 3% in 2021 and 3% in 2022. Other changes included increasing the minimum court time hours paid from 3 to 4 hours; removing the cap on sick leave accrual; removing the residency requirement; and allowing members of the SWAT, detectives, and canine patrol to take their departmental vehicles home.

Approved By

Initial Date

Department Head: _____

City Manager: DRE 7-2-20

RESOLUTION NO.

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE CITY OF OXFORD, OHIO, AND THE OXFORD POLICE OFFICERS, FRATERNAL ORDER OF POLICE, LODGE 38 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 referred to in substantially the same form as Exhibit "A" ("Contract") with the Oxford Police Officers, Fraternal Order of Police, Lodge 38. The term of this Contract is for three (3) years from 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 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 OFFICERS

January 1, 2020 – December 31, 2022

CONTENTS

ARTICLE I - Recognition.....	1
ARTICLE II – Dues Deduction	2
ARTICLE III - Wages.....	2
ARTICLE IV- Work Day and Work Period	2
ARTICLE V - Overtime.....	4
ARTICLE VI - Shift Supervisor Pay	6
ARTICLE VII - Holidays.....	6
ARTICLE VIII - Vacation	7
ARTICLE IX - Leaves	8
ARTICLE X - Sick Leave and Recuperative Leave	8
ARTICLE XI - Life and Health Insurance.....	10
ARTICLE XII - Longevity Pay.....	11
ARTICLE XIII - Uniforms and Cleaning	11
ARTICLE XIV - Training Reimbursement	12
ARTICLE XV - Grievance Procedure	12
ARTICLE XVI - Special Duty Employments.....	15
ARTICLE XVII - Professional Liability Insurance	15
ARTICLE XVIII - Investigation of Officers.....	15
ARTICLE XIX - Labor Management Committee	16
ARTICLE XX - Miscellaneous Provisions.....	17
ARTICLE XXI - Term of Agreement.....	18
ARTICLE XXII - Management Rights	18

ARTICLE XXIII - No Strike.....	19
ARTICLE XXIV - Modification.....	20

This agreement, made and entered into on July 8, 2020, 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

1. The Fraternal Order of Police, Lodge 38, is recognized as the exclusive representative for collective bargaining purposes for all full-time sworn police officers below the rank of sergeant as established by certification, as amended, granted by the State of Ohio State Employment Relations Board, dated May 17, 1984, more specifically referred to as Case No. 84-VR-04-0454. The term "Police" when used in this agreement refers only to those employees, individually and collectively, included within that certification.

2. The bargaining unit also excludes part-time officers hired by the City who shall be certified peace officers to act as a law enforcement officers. Provided, however, that City expenditures for such part-time officers does not exceed \$100,000 per year and such individuals are not used to replace full-time bargaining unit officers for purposes of overtime on said full-time officers' regular schedule.

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 (see Appendix C) by the employee. It is agreed that the written deduction authorizations specified shall be irrevocable for the term of this agreement and that said authorizations shall stipulate that the same is irrevocable for the term of this agreement and that thereupon the City will treat the same as irrevocable during the term of this agreement irrespective of any attempts to negate said authorizations.

Should any member of the bargaining unit not become a member of FOP Lodge 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 officer 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 Officer's pay made pursuant hereto and for disposition and use of deductions so made once they have been received by the Police.

ARTICLE III Wages

The wage rates which shall be effective during the term of this agreement are set forth in Appendix A.

ARTICLE IV Work Day and Work Period

1. The normal work day shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period, except that those officers 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.
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 officer shall be entitled to two separate twenty (20) minute breaks per work day while working a ten (10) hour shift; officers working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day. Any officer requested to work beyond the end of his/her shift shall be entitled to a twenty (20) minute break if requested to work twelve (12) hours, or, should the officer be requested to work fourteen (14) hours, he/she shall be entitled to a thirty (30) minute meal period. Officers working other overtime shall be entitled to the following breaks: one fifteen (15) minute break if requested to work no less than four (4) hours; or one twenty (20) minute break if requested to work no less than five (5) hours; or one (30) minute meal period if requested to work no less than six (6) hours; or according to the normal schedule if requested to work a full eight (8) or ten (10) hour shift. Unless specifically approved by the shift supervisor, no two officers shall be on break at the same time. Before commencing a break, every officer shall notify the dispatcher of his/her intent and location and shall be subject to an order from the shift supervisor to return to duty. Upon completion of a break, the officer shall also notify the dispatcher.

6. Changes in an officer's work schedule when such officer is not being paid overtime therefore and when such change is not occasioned by sickness, funeral, injury, or attendance at schools, training sessions, lectures, meetings, jury duty or vacancy in the division wherein the City did not have thirty (30) days advance notice of said school, training session, lecture, meeting, jury duty or vacancy in the division or where the schedule change is occasioned by the cancellation of an officer's attendance at any school, training session, lecture, or meeting and the City desires to substitute and assign another officer to such school, training session, lecture, or meeting, shall require that thirty (30) days notice thereof be given to the affected officer. In order to assure the City's ability to comply with this Article, it shall be mandatory that an officer provide the City with written notice thirty-seven (37) days in advance of request for holiday time off, personal days, and compensatory time days off, unless the City does not reschedule another officer to work as a result of such request. Changes in an officer's work shift or working hours may be made with less than thirty (30) days notice by mutual agreement between the City (through the scheduling officer) and the affected officer(s).

7. Two police officers may exchange shift assignments with approval of the scheduling officer provided (1) both officers sign the shift trade agreement form in Appendix B; (2) each shift trade is scheduled in such a way that each officer is still scheduled for eighty (80) hours work within the two-week pay period described above; and (3) no officer may work more than six consecutive days through the use of shift trades.

8. Within thirty (30) days of both parties accepting this contract, the City will provide a schedule through December 31, 2017. 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. When directed by his/her supervisor to work overtime, a police officer will be compensated for all such hours actually worked at a rate of one and one-half (1-1/2) times his/her normal rate. Compensation will be in the form of pay or compensatory time off. Work assignments shall not be offered based solely on the officer's acceptance of compensatory time off. Compensatory time shall be taken as additional vacation subject to the approval of the officer's supervisor; however, no officer shall be permitted to accrue more than forty (40) hours of compensatory time or carry over more than forty (40) hours of compensatory time from one calendar year to the next calendar year. Officers are permitted to cash out their accrued compensatory time once per year. The officer must notify the City of the amount of compensatory time he or she wants to cash out before December 1st. The officer shall receive payment for the specified amount of compensatory time in his or her first paycheck of December of that year. The overtime rate of pay is applicable to any hours worked in addition to the forty (40) hours of straight-time compensation for any one week pay period. Such straight-time compensation may include hours actually worked, paid leave or sick leave, holiday time, or vacation, or jury duty hours, or a combination of hours actually worked, paid leave and/or jury duty hours. Additional rules and restrictions on the accumulation and use of compensatory time shall be agreed by the parties' Labor Management Committee and approved by the City Manager.

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

3. An officer 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 his/her duties and actions as an Oxford police officer, if not on duty at such time, shall receive a minimum of three (3) hours compensation at one and one-half times his/her normal rate. Court appearances in civil cases resulting from special duty employment shall not qualify for compensation pursuant to this section.

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

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

slot on a volunteer basis, the City will have the right to order an officer to work the required overtime.

5. Overtime will be allocated to officers in accordance with the following procedures:

A. Coverage for partial shift, i.e., 0300 to 0700 or 1700 to 2100:

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

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

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

B. Coverage for an entire shift:

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

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

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

4) In providing shift coverage, officers 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 officer, regardless of rank. Assignments will be made based on the current balances, picking the officer with the lowest balance first, then the second lowest, etc., until the detail is filled.

E. Call out overtime hours:

When specialized skills are required, the supervisor will determine who shall be called out.

F. Assignments:

1) The overtime balance sheets will be maintained for one calendar year. The overtime records will be maintained by computer in the Sergeant's office and available for officers to inspect upon request.

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

3) If two officers have the same overtime balance, the overtime will be offered first to the officer 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 officer either in person or by telephone but actual contact is not required. Messages will be left on recording machines, if available.

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

6) All shift coverage overtime necessitated by the absence of a police officer will be offered to the police officers first before being offered to any supervisor.

ARTICLE VI
Shift Supervisor Pay

Whenever there is no shift supervisor on duty and the Chief, a lieutenant or a sergeant has assigned in writing a police officer to serve temporarily as acting shift supervisor, said police officer will be compensated at his/her normal rate of pay plus the amounts set forth below. To qualify for assignment as an acting shift supervisor, an officer must meet the eligibility requirements for the promotional exam for sergeant. Assignments will be made from a rotating list set up in order of seniority. When no such assignment is made no police officer shall have the responsibility of shift supervisor and there shall be no acting shift supervisor unless the above required written assignment has been made.

Effective January 1, 2020- \$5.00 per hour

ARTICLE VII
Holidays

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 his/her supervisor, the employee on his/her birthday may take the day off or take it at a later date in the same year. Police officers scheduled to work on a designated holiday may with his/her supervisor's approval choose not to work on that holiday. Shift trades will be allowed on designated holidays as long as the shifts being traded are during the same holiday. Those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal hourly rate, or they can receive pay at one and one half (1-1/2) times their normal hourly rate with, instead of the additional pay, an additional ten (10) hours of leave at a date to be used later.

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. Officers 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. When an officer does not work a designated holiday, the officer may with approval take that holiday on a scheduled working day or may turn in the holiday for 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 officer shall lose holidays because his/her request for specific days off was not approved.

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 officers actually working. Officers not working this holiday are not entitled to any additional compensation or time off.

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 officer 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 his/her normal rate for any hours actually worked.

An officer may turn in up to eighty (80) hours of accrued vacation for pay, provided that such officer has used at least forty (40) hours of vacation time in the preceding fifty-two (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 his/her immediate family. After exhausting this annual allowance, an officer will be permitted to use up to two working weeks of his/her sick leave for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An officer 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 officers shall earn sick leave at a rate of ten (10) hours per month. The amount of sick leave a Police Officer may accumulate is unlimited. Sick leave is used to

compensate the employee at his/her regular rate when absent due to the illness of the officer. 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 officer may use up to ten percent (10%) of his/her 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 or for paternity leave arising from the birth of a child to his spouse, or a combination of both. Immediate family is defined as spouse or child of the officer, parent (including step-parent) of the officer, or any relative residing in the officer's household. A police officer shall not use more than ten percent (10%) of his/her accumulated sick leave as of January 1st in any one year for said purposes.

B. Sick leave may be used by an officer when an officer is unable to report to work due to a bonafide quarantine of a contagious condition afflicting a member of his/her household. The ten percent (10%) per year limit noted above shall not apply in such cases.

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

A police officer shall receive a bonus of three hundred ten dollars (\$310.00) per calendar quarter if the officer uses no sick leave during that quarter. Use of any hours of sick leave will result in the officer receiving no payment for that quarter. Any officer who uses no sick leave for a calendar year shall receive an additional three hundred sixty dollars (\$360.00). The police officer 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.

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

2. **Recuperative Leave.** A police officer who is disabled to the extent that he/she cannot perform regular duties as a result of injury sustained in an identifiable incident while in the course of public employment with the City, not through his/her own negligence, after exhaustion of fifteen (15) days of the employee's accumulated sick leave, shall continue to receive for a period not to exceed one calendar year from that date an amount of compensation equivalent to his/her full salary less any and all funds or monies received from public or private agencies by way of pension, compensation, or indemnity for such disability. The police officer 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 officer from returning to full police duties, the employee shall (mandatory) apply for such available benefits of said funds or money that may accrue to him/her 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.

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

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 officer in an amount equal to one and one-half (1-1/2) times the officer's annual base salary. In addition, eligible officers may contract with the City's insurance carrier for additional units of life insurance at the expense of the officer 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 bi-weekly 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 officer 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 officer 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.

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

ARTICLE XII Longevity Pay

Police officers shall receive longevity pay each year, based on his/her anniversary date, according to the following schedule:

Effective January 1, 2005:

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

Effective January 1, 2003 and each year thereafter, the longevity pay shall be rolled into the base rate of pay.

ARTICLE XIII Uniforms

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 officer except when the change in the uniform was made at the request of the police officers.
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 police officer permanently assigned as Detective shall 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 an officer is scheduled to attend a law enforcement training program and the officer is not responsible for routine calls.

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

A. Registration fees or tuition.

B. Costs of lodging, meals and mileage shall be at the same terms and conditions as other City employees as set forth in the City of Oxford Travel Policy 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 officers so that attendance at such training as well as related travel time will coincide with the officers normal work week.

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

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

3. For training day(s) (including in-service or range training) within the City or Oxford Township, normal compensation rules apply. Officers shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Officers 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 officers. The grieving officer may, at Steps 1 and 2 below, bring a grievance representative. The representative selected by the grieving officer(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 officer's choice.
- D. Any other person of the grieving officer's choice.

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

3. Time Limitations.

The grieving officer shall bring the grievance to his/her immediate supervisor at Step One below, within two (2) working days of its occurrence; or if at the time the officer is unaware of the grievance, within two (2) working days of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every step, shall not be considered timely and shall be void. The City's failure to respond to a grievance within the specified time limits shall automatically forward the grievance to the next higher step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limit extensions beyond those stipulated in this agreement may be established by mutual agreement of the parties concerned.

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

4. Steps.

Step One. The grieving officer shall submit the grievance in writing on a form provided by the City (see Appendix D) to the Chief of Police within two (2) working days as outlined above. The written grievance at this step and all steps thereafter, shall contain the following information: (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the grieving officer. The Chief of Police shall meet with the grieving officer(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 officer.

Step Two. Should the grieving officer not be satisfied with the response he or she received in Step One within three (3) working days after his/her receipt thereof, the grieving officer may submit the written statement of the grievance prepared for Step One to the City Manager and request a meeting with the City Manager. Upon receipt of the grievance, the City Manager will schedule a meeting to be held within twenty (20) working days of his/her receipt of the request. Upon completion of such meeting, the City Manager shall determine whether the Step One response is consistent with this agreement. The City Manager shall render his/her decision thereon in writing within twenty (20) working days after his/her meeting with the grieving officer. 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 officer. 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 officers 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 Police Chief. 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. A procedure developed by FOP Lodge 38, and approved by the Police Chief will be used for handling requests from private employers for off-duty employment opportunities.

1. Private employers requesting off-duty police officers for special duty employments will pay an officer a minimum of \$35.00 per hour with a three hour minimum, or such rate as may be established from time to time by the Police Officers, with the approval of the Police Chief.
2. The administration of this procedure will be handled through FOP Lodge 38. An officer will be notified of his assignment to an off-duty employment on a form provided by the FOP and all other details will be the responsibility of FOP Lodge 38.
3. The police officers agree to lieutenants and sergeants participating with them in special duty employment and the procedure and methods adopted shall be consistent with this purpose.
4. An officer who is called out from a special duty assignment shall have the right to submit a written request to the Police Chief for a written explanation and justification of that decision.

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 Officers

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police officers and, pursuant to the Charter, to investigate complaints or charges made by officials, officers or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of police officers 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 officer 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 officer of the City of Oxford, makes a complaint about a police officer, 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 an officer or officers or other agents as the City deems necessary. Any officer 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 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 officer.

3. No officer ordered to investigate another officer shall be disciplined for the conduct of that investigation absent fraud or intentional misconduct by the investigating officer. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police officers. Internal investigations will be undertaken to inquire into any alleged misconduct of police officers 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 officer 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 Labor Management Committee

In the interest of furthering harmonious relations, a joint committee of not more than six (6) members, half from management and half from the police officers, will convene at least once

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

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

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

ARTICLE XX Miscellaneous Provisions

1. Off-Duty Employment. An officer 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. Departmental Vehicles. Any officer who is assigned a specialty unit (SWAT, Detective, K9) who is subject to call-in, shall be assigned a take-home vehicle to be used solely for City business in accordance with the Division's take home car program.
3. 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 officers.
4. Tuition. The City will reimburse a police officer for fifty percent (50%) of the actual costs of required books, tuition and course-related fees provided the officer receives a final grade of no less than "B" or "Pass" in a course graded only on a "Pass-Fail" basis. An officer who receives a final grade of "A" will receive full reimbursement for tuition and course-related fees, per the terms of this Article. The City will place three thousand dollars (\$3,000.00) in a fund for each contract year. Officers will be limited to a maximum reimbursement of one thousand dollars (\$1,000.00) each 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 fees. All courses must be approved in advance, in writing, by the City Manager. Only job related course work and major fields of study may receive this benefit.
5. 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 officer his/her duty weapon and two uniform badges.
6. Light Duty. In the sole discretion of the Chief of Police, an officer whose physical/medical condition prevents him/her from performing his/her normal work assignments

may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.

7. Assignments. To be eligible for assignment as a juvenile officer or detective, a police officer 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 sole discretion.

8. 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 officer's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined officer, agrees to provide to such a committee of three (3) peers (one bargaining unit member selected by the FOP President, one selected by the Chief and the remaining member to be selected by the first two members of the peer review committee) 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 officers participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any officer at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined officer's rights to due process either under this contract or any other applicable laws, rules or regulations.

9. 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).

10. After two years, a written reprimand shall be of no force and effect for purposes of discipline, provided no intervening discipline has occurred. Such documentation will be removed from the personnel file in accordance with law.

ARTICLE XXI 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 this agreement.

ARTICLE XXII Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City

by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the

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

ARTICLE XXIII

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

ARTICLE XXIV

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,
Lodge 38

City of Oxford

FOP Attorney

City Manager

Labor Representative

Law Director

Labor Representative

Police Chief

Labor Representative

Original on file City of Oxford HR Department

APPENDIX A
WAGE SCHEDULE

Officers will be paid biweekly in accordance with the following schedule:

ALL PATROL OFFICERS WITH 36 MONTHS SERVICE IN POSITION

Patrol Officer wages will increase as follows: 3% effective January 1, 2020; 3% effective January 1, 2021; and 3% effective January 1, 2022.

<u>Contract Year</u>	<u>Salary</u>
January 1, 2020 to December 31, 2020	\$73,164
January 1, 2021 to December 31, 2021	\$75,359
January 1, 2022 to December 31, 2022	\$77,620

ALL PATROL OFFICERS WITH LESS THAN 36 MONTHS SERVICE DURING CONTRACT

Starting Salary	85% of applicable rate above
With 6 Mos. Service	87.5% of applicable rate above
With 12 Mos. Service	90% of applicable rate above
With 18 Mos. Service	92.5% of applicable rate above
With 24 Mos. Service	95% of applicable rate above
With 30 Mos. Service	97.5% of applicable rate above
With 36 Mos. Service	100% of applicable rate above

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

During the term of the contract, the City and the Police Officers 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 after January 1, 2002, Police Officers will be eligible for merit pay raises recommended by the Police Chief and approved by the City Managers. If, for economic reasons, merit pay increases are not given or available to other City employees, Police Officers 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 Police Chief. Merit pay issues are not subject to the grievance or arbitration procedures of this Agreement.

DETECTIVE ON CALL PAY

Patrol officers assigned to be a detective and required to serve on call shall receive payment of one thousand six hundred and two dollars (\$1,602.00) rolled into the detective's base pay.

FIELD TRAINING OFFICER PAY

An authorized Field Training Officer (FTO) shall receive \$1.50 per hour in addition to the FTO's regular hourly rate of pay for all assignments involving direct training of a probationary or other officer assigned to the FTO.

SHIFT DIFFERENTIAL

During the period of the contract, Police Officers working 1700 to 0700 hours will receive shift differential pay in the amount of Fifty Cents (\$.50) per hour.

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

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

Signature - Officer #1

Signature - Officer #2

_____ Authorized and approved _____ Not authorized and disapproved

23

APPENDIX C
PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from his or her payroll checks such sums as are requested by the President and the Secretary of F.O.P. Lodge #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 Officers and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge #38.

Signature of Police Officer

Dated: _____

APPENDIX D
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE: _____

PERTINENT FACTS: _____

REMEDY OR ADJUSTMENT SOUGHT: _____

Signature of Grieving Officer: _____

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.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: July 7, 2020

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

June 30, 2020

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to develop a Request for Proposals, advertise property for sale, and receive bids for the sale of City owned property (47 acres) located off of Oxford Reily Road in the City of Oxford, Ohio.

Recommendation: Approve

Discussion:

The City owns 47 acres of undeveloped land zoned R1B (Single Family Medium Density Residential) off of Oxford Reily Road (SR 732). The City has had it for sale since the time it was acquired in 2008. It was listed with a real estate agent for several years. City staff has met with several housing developers and discussed proposals for developing the land during that time. However, the City did not establish a reasonable asking price for the land. The City presently has at least two developers that have expressed interest in purchasing and developing the land. Staff and I are recommending that Council consider adopting a resolution authorizing the City Manager to request proposals for purchasing and developing the land. The proposals must include a purchase price offer and proposed development plan if ownership of the land is conveyed. Any development or subdivision proposal will still require Planning Commission and City Council approval. The RFP will include the recent design charrette options for guidance. I recommend that the RFP set a minimum selling price of \$23,000 per acre for a total of \$1,081,000.

Approved By:

Initial Date

Department Head: \

City Manager: DRE \ 7-2-20

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DEVELOP A REQUEST FOR PROPOSALS, ADVERTISE PROPERTY FOR SALE, AND RECEIVE BIDS FOR THE SALE OF CITY OWNED PROPERTY (47 ACRES) LOCATED OFF OF OXFORD REILY ROAD IN THE CITY OF OXFORD, OHIO.

WHEREAS, the City of Oxford owns forty seven (47) acres of undeveloped land zoned R1B (Single Family Medium Density Residential) located off of Oxford Reily Road; and

WHEREAS, the City has advertised this land for sale since it was acquired in 2008; and

WHEREAS, the real property is not needed for any municipal purpose; and

WHEREAS, several housing developers have recently expressed interest in developing the property; and

WHEREAS, this real property affords the opportunity to meet several housing objectives stated in the Oxford Comprehensive Plan including the expansion of housing options for senior citizens, as well as, the general populace and providing diverse housing opportunities; and

WHEREAS, a design charrette was held on November 13, 2019 to develop different ideas for the development of the property; and

WHEREAS, the City Manager recommends that Council authorize him to develop a Request for Proposals, advertise property for sale, and receive bids for the sale of City owned property (47 acres) located off of Oxford Reily Road in the City of Oxford, Ohio; and

WHEREAS, the City Manager further recommends the minimum selling price to be \$23,000.00 per acre for a total cost of \$1,081,000.00.

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

SECTION 1: Council accepts the recommendation of the City Manager and authorizes the City Manager to develop a Request for Proposals, advertise property for sale and receive bids for the sale of City owned property (47 acres) located off of Oxford Reily Road in the City of Oxford, Ohio. The minimum selling price shall be \$23,000.00 per acre for a total cost of \$1,081,000.00

SECTION 2: The sale of all or a portion of this real property, after bids are received and evaluated, shall require adoption of an ordinance by City Council approved by a two-thirds vote of the members.

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)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45215

STAFF REPORT

ORIGINATING DEPARTMENT:	N/A
PREPARED BY:	Councilor Prytherch
DATE PREPARED:	June 29, 2020
COUNCIL MEETING DATE:	July 7, 2020
AGENDA TITLE:	Statewide requirements for wearing cloth masks or face coverings.
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve <i>DRE 7-2-20</i>

DISCUSSION:

AS REQUESTED BY COUNCILOR PRYTHERCH.

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF OXFORD, OHIO, REQUESTING THE GOVERNOR OF OHIO TO IMPLEMENT A STATEWIDE REQUIREMENT FOR WEARING CLOTH MASKS OR FACE COVERINGS.

WHEREAS, the Centers for Disease Control and Prevention advises that Americans wear cloth face coverings to protect one another from infection by COVID-19, which can enable everyday activities to continue; and

WHEREAS, current Ohio requirements that employers and employees wear face coverings, but only “recommend” them for customers, clients, and other guests, may be inadequate to protect Ohio communities; and

WHEREAS, the health of Oxford and Miami University will depend on a safe return of students to campus and to our community; and

WHEREAS, many in Ohio – perhaps especially young people – may likely not wear masks absent a requirement to do so; and

WHEREAS, statewide requirements are preferable to a patchwork of local regulations.

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

SECTION 1: We as members of the Oxford City Council request that Governor Mike DeWine strongly consider a statewide requirement that cloth masks or face coverings be worn in public places, indoors or outdoors, where physical distancing of six (6) feet from other people who do not reside in the same household or residence is not possible.

SECTION 2: That this resolution and a letter be sent to Governor DeWine expressing the City of Oxford’s support for statewide action on this important matter of public health.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: DAVID PRYTHERCH

The Honorable Mike DeWine
Governor of Ohio
Riffe Center 30th Floor
77 South High Street
Columbus, Ohio 43215

Dear Governor DeWine:

We the City Council of Oxford, Ohio write to thank you for your leadership in confronting COVID-19 and request you consider additional responses to worrisome trends threatening our community and economic health. Specifically, we ask you to consider statewide requirement that face coverings be used in in public places, indoors or outdoors, where physical distancing from other people not in the same household or residence isn't possible, as other states have done.

As you know, the Centers for Disease Control and Prevention advises that Americans wear cloth face coverings to protect one another from infection. Mask wearing, like social distancing and hand washing, help contain the virus while enabling everyday activities to continue.

Ohio requires employers and employees to wear face coverings, but to date only "recommends" their use by customers, clients, and other guests. Unfortunately, while you and your staff and many others model this civic-minded behavior, a large proportion of Ohioans do not.

Oxford is proud home of Miami University, and our community's health and livelihood depend on the safe return of students this academic year. While there has been careful planning to ensure a safe return of students to campus, the success of these efforts – and the health of the Oxford community -- will depend also on off-campus behavior. Recent growth in cases among young people, many of whom may be less inclined to voluntarily wear masks, poses a significant threat to Ohio and its college towns.

Thus we consider the wearing of face coverings in public settings, where social distancing is not possible, critical to the success of the upcoming academic year and Miami and Oxford's future. We would prefer such requirements be statewide to ensure consistency and avoid a patchwork of local regulations. But we stand ready to consider local legislation if necessary to protect the public health, safety, and general welfare of our community.

We again thank you for your leadership and stand ready to work with you and our partner jurisdictions to protect the health of Ohio communities like the City of Oxford.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Fire

Originating Department

Council Meeting Of: April 7, 2020

John Detherage

Account Code No. #: 418.152.73126

Prepared By

Budgeted Amount: \$675,000.00

January 13, 2020

Date Prepared

Agenda Title: A Resolution authorizing the purchase of a Sutphen Engine/Rescue

Recommendation: Adopt the Resolution.

Discussion:

In the 2020 budget funds were included for the purchase of a new Engine/Rescue combination fire truck. This vehicle will replace the 2000 Ferarra engine that we currently use to carry firefighting and rescue tools that it was not designed for. The design of this new vehicle will allow one truck to fulfill the jobs that it took three vehicles to perform in the past, enhancing our abilities with limited staffing.

Funding for the project will consist of 2/3 of the cost coming from the Fire/EMS Fund and 1/3 coming from Miami University.

The Ohio State Term Schedule (#800257) includes the Sutphen Corporation from Dublin Ohio. Sutphen has agreed to provide this engine/rescue meeting the Oxford Fire Department Specifications for a price of \$637,980.00. Delivery would be in approximately 14-16 months from signing the contract and providing the purchase order.

This resolution will authorize the City Manager to enter into an agreement with Sutphen Corporation for the purchase of a Custom Engine/Rescue at a cost of \$637,980.00 with a contingency of \$15,000.00 for unforeseen changes and/or omissions for a total of \$652,980.00

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JD \01-13-2020

DRE \ 7-2-20

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SUTPHEN CORPORATION FOR THE PURCHASE OF A NEW SUTPHEN CUSTOM ENGINE/RESCUE VEHICLE AT STATE CONTRACT PRICING AT A COST OF \$637,980.00 PLUS A CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR A TOTAL COST NOT TO EXCEED \$652,980.00 UTILIZING FUNDS FROM MIAMI UNIVERSITY (ONE THIRD OF THE COST) AND THE CITY OF OXFORD'S FIRE AND EMS FUND.

WHEREAS, Council finds the 2020 budget includes funding for the purchase of a new Engine/Rescue combination fire vehicle to replace the 2000 model Ferrara engine that has outlived its useful life for City purposes; and

WHEREAS, Council further finds funding for the purchase of the Engine/Rescue truck will consist of 2/3 of the cost coming from the Fire/EMS Fund and 1/3 of the cost coming from Miami University; and

WHEREAS, the City Manager and the Fire Chief recommend the City Manager be authorized to enter into a contract with Sutphen Corporation for the purchase of a new Sutphen custom Engine/Rescue vehicle at State Contract Pricing at a cost of \$637,980.00 plus a contingency in the amount of \$15,000.00 for a total cost not to exceed \$652,980.00 utilizing funds from Miami University (one third of the cost) and the City of Oxford's Fire and EMS Fund.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Fire Chief and authorizes the City Manager to enter into a contract with Sutphen Corporation for the purchase of a new Sutphen custom Engine/Rescue vehicle at State Contract Pricing at a cost of \$637,980.00 plus a contingency in the amount of \$15,000.00 for a total cost not to exceed \$652,980.00 utilizing funds from Miami University (one third of the cost) and the City of Oxford's Fire and EMS Fund.

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)



SUTPHEN

PROPOSAL

TO THE:

City of Oxford Fire Dept.
101 East High Street
Oxford, OH 45056

DATE: March 6, 2020

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) New Sutphen Engine Rescue per Complete and Delivered for the Total

Sum of \$637,980.00

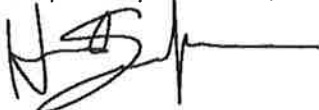
Reference Ohio State Term Schedule – Contract No. 800257

Note: If Performance bond is not required Deduct-\$2,522.88

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **14-16** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for thirty (30) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,



Harry B. Sutphen
Heritage Fire Equipment
Authorized Representative for Sutphen Corporation
740-819-5440



FIRE EQUIPMENT
SALES • SERVICE • PARTS • EQUIPMENT

www.heritagefireequipment.com

844-730-5100



SUTPHEN CORPORATION

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860

CITY OF OXFORD STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 7/7/2020

Joe Newlin
Prepared by

Account Code No. #: N/A

Budgeted Amount: _____

6/26/2020
Date Prepared

Agenda Title: APPROVING A REQUEST FOR FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND AND AFFIRMING THAT ALL EXPENDITURES THEREFROM WILL BE IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT.

Recommendation: Approve

Discussion:

Staff recommends Council approve the request to receive funds from the County Coronavirus Relief Distribution Fund. This funds will be used solely for the reimbursement of cost incurred by the City of Oxford as a result of the COVID-19 public health emergency.

These funds became available after the passage of HB 481 and the signature of Governor DeWine. The Ohio Office of Budget and Management distributed the funds to Counties on June 22nd and June 23rd. Once this resolution is passed it will be forwarded to the Butler County Auditor's office enabling the City to receive these funds.

Approved By:

Department Head:
City Manager:

Initial Date
7/7/20
DRE 7-2-20

RESOLUTION NO.

A RESOLUTION APPROVING A REQUEST FOR FUNDS FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND AND AFFIRMING THAT ALL EXPENDITURES THEREFROM WILL BE IN COMPLIANCE WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing fund provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310 of the 133rd General Assembly (S.B. 310); and

WHEREAS, S.B. 310 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 and any applicable regulations before receiving said funds; and

WHEREAS, the City of Oxford is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

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

SECTION 1: All funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310 will be expended only to cover costs of the City consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 (formerly 42 U.S.C. 601), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
- (2) Were not accounted for in the City of Oxford’s most recently approved budget as of January 1, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

SECTION 2: In compliance with S.B. 310, be it resolved by the Council of the City of Oxford, Ohio, that the Finance Director shall take all necessary steps to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the City of Oxford’s local coronavirus relief fund to the County Treasurer; and
- (2) On or before December 28, 2020, pay the balance of any money in the City’s local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under S.B. 310 to the Director of the Ohio Office of Budget and Management as requested.

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

Finance
Originating Department

Council Meeting Of: 7/7/2020

Joe Newlin
Prepared by

Account Code No. #: N/A

Budgeted Amount: _____

6/26/2020
Date Prepared

Agenda Title: AN ORDINANCE APPROVING THE CREATION OF A NEW FUND FOR THE 2020 OPERATING BUDGET TO PROVIDE FOR LOCAL CORONAVIRUS RELIEF AND DECLARING AN EMERGENCY.

Recommendation: Approve

Discussion:

Staff recommends Council approve the creation of a new fund 428 to account for Local Coronavirus Relief proceeds in the 2019 operating budget. This fund will be used solely for accounting of the funds distributed from the County Coronavirus Relief Distribution Fund for reimbursement of cost incurred by the City of Oxford as a result of the COVID-19 public health emergency.

Approved By:

Department Head:
City Manager:

Initial Date
[Signature] 6/30/20
D/36 7-2-20

ORDINANCE NO.

AN ORDINANCE APPROVING THE CREATION OF A NEW FUND FOR THE 2020 OPERATING BUDGET TO PROVIDE FOR LOCAL CORONAVIRUS RELIEF AND DECLARING AN EMERGENCY.

WHEREAS, the City Manager and the Finance Director recommend that the City Manager and the Finance Director have oversight over the activities within the within the Local Coronavirus Relief Fund and that it be used for funds distributed from the County Coronavirus Relief Distribution Fund for reimbursement of costs incurred by the City of Oxford as a result of the COVID-19 public health emergency; and

WHEREAS, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the peace, property, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective to permit the prompt reimbursement of costs incurred by the City of Oxford as a result of the COVID-19 public health emergency consistent with the stated municipal public purposes in a timely manner, thereby improving the property, health and safety of the residents of the City.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS BY THREE-FORTHS OF ALL COUNCIL MEMBERS ELECTED CONCURRING THAT:

SECTION 1: Council hereby approves and authorizes the Finance Director to create a Special Revenue Fund #428 Local Coronavirus Relief Fund for the sole purpose of accounting for the funds distributed from the County Coronavirus Relief Distribution Fund for reimbursement of cost incurred by the City of Oxford as a result of the COVID-19 public health emergency.

SECTION 2: This Ordinance is hereby declared to be an emergency measure for the reasons set forth above and shall be in effect from and after its passage.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to City Manager

Council Meeting Of :

7/7/2020

Account Code No. :

see below

Budgeted Amount :

Finance
Originating Department

Joe Newlin
Prepared By

6/26/2020
Date Prepared

Agenda Title: 2020 Supplemental Budget #4

Recommendation: Approve

Issue 1

To make adjustment to budget for the receipt of CARES funding and the reimbursement for COVID-19 related expenditures. The time frame for the related expenditures is March 1, 2020 thru December 28, 2020.

Action Needed:

Revenue Side

Local Coronavirus Relief Fund (428) 428,864.00 CARES Receipts

Expense Side

Local Coronavirus Relief Fund (428) 428,864.00 Reimbursements for COVID-19 related expenditures

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

-

Issue 2

To make adjustment to budgeted personnel services and operating expenditures in the Economic Development Department. Increase in operating expenses due to costs associated with gift card program and DORA start up expenses.

Action Needed:

Revenue Side

N/A

Expense Side

General Fund (110) (10,000.00) Personnel Services
General Fund (110) 10,000.00 Operating Expenses

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

-

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

-

Breakdown by Fund

General Fund (110) -
Local Coronavirus Relief Fund (428) -

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

-

Approved By:

Department Head:

City Manager:

[Signature] Date 6/30/20
DIRE , 7-2-20

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO.3538. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 4 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2020.

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

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

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

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

Local Coronavirus Relief Fund 428	428,864.00
-----------------------------------	------------

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

Local Coronavirus Relief Fund 428	428,864.00
General Fund 110	(10,000.00)
General Fund 110	10,000.00

SECTION 4: In all other respects, Ordinance No. 3538 shall remain in full force and effect.

SECTION 5: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45215

STAFF REPORT

ORIGINATING DEPARTMENT:	N/A
PREPARED BY:	Councilors: Snavelly, Raghu and Bracken
DATE PREPARED:	June 29, 2020
COUNCIL MEETING DATE:	July 7, 2020
AGENDA TITLE:	Amending Codified Ordinance Section 525.12 Entitled "Dereliction of Duty"
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve <i>DRE 7-2-20</i>

DISCUSSION:

AS REQUESTED BY COUNCILORS SNAVELLY, RAGHU AND BRACKEN.



ORDINANCE NO.

ORDINANCE AMENDING OXFORD CODIFIED ORDINANCE SECTION 525.12 ENTITLED DERELICTION OF DUTY BY ADDING SUBSECTION (e) 1 AND 2 TO BAN THE USE OF CHOKEHOLDS BY POLICE OFFICERS AND REQUIRING OFFICERS TO TAKE REASONABLE STEPS TO INTERVENE WHEN THEY SEE THE UNAUTHORIZED OR EXCESSIVE USE OF FORCE BY OTHER POLICE OFFICERS.

WHEREAS, a chokehold (“Chokehold”) is defined as any pressure to the throat or windpipe, which may prevent breathing or reduce the intake of air; and

WHEREAS, Council finds that the use of Chokeholds as a method of restraint by police officers is an unwarranted practice that is dangerous to the health and well being of citizens in the City of Oxford; and

WHEREAS, Council finds it is incumbent on all police officers to be responsible, even when observing the unauthorized or excessive use of force.

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

SECTION I: A chokehold (“Chokehold”) is defined as any pressure to the throat or windpipe, which may prevent breathing or reduce the intake of air; and

SECTION II: No sworn police officer shall use Chokeholds as a method of restraint, or use other methods of restraint that block airways or carotid arteries of an individual.

SECTION III: All police officers are required to take reasonable steps to intervene when they see a police officer using excessive or the unauthorized use of force against another person in the City of Oxford.

SECTION IV: Oxford Codified Ordinance Section 525.12 entitled Dereliction of Duty is hereby amended as set forth in Exhibit “A” attached hereto and incorporated herein.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY, CHANTEL RAGHU, JASON BRACKEN

525.12 DERELICTION OF DUTY.

(a) No law enforcement officer shall negligently do any of the following:

(1) Fail to serve a lawful warrant without delay;

(2) Fail to prevent or halt the commission of an offense or to apprehend an offender, when it is in his power to do so alone or with available assistance.

(b) No law enforcement, ministerial or judicial officer shall negligently fail to perform a lawful duty in a criminal case or proceeding.

(c) No officer, having charge of a detention facility, shall negligently do any of the following:

(1) Allow the detention facility to become littered or unsanitary;

(2) Fail to provide persons confined in the detention facility with adequate food, clothing, bedding, shelter and medical attention;

(3) Fail to control an unruly prisoner, or to prevent intimidation of or physical harm to a prisoner by another;

(4) Allow a prisoner to escape;

(5) Fail to observe any lawful and reasonable regulation for the management of the detention facility.

(d) No public official of the Municipality shall recklessly create a deficiency, incur a liability or expend a greater sum than is appropriated by the legislative authority of the Municipality for the use in any one year of the department, agency or institution with which the public official is connected.

(e) No public servant shall recklessly fail to perform a duty expressly imposed by law with respect to his office, or recklessly do any act expressly forbidden by law with respect to his office.

(1) No sworn police officer shall use chokeholds as a method of restraint, or use other methods of restraint that block airways or carotid arteries of an individual.

(2) All police officers are required to take reasonable steps to intervene when they see a police officer using excessive or the unauthorized use of force against another person in the City of Oxford.

(f) Whoever violates this section is guilty of dereliction of duty, a misdemeanor of the second degree. (ORC 2921.44)

(g) As used in this section, "public servant" includes an officer or employee of a contractor as defined in Ohio R.C. 9.08.

(h) As used in this section, "Chokehold" is defined as any pressure to the throat or windpipe, which may prevent breathing or reduce the intake of air.



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:	June 8, 2020
COUNCIL MEETING DATE:	June 16, 2020
AGENDA TITLE:	Property Maintenance Code Amendment extending public nuisance abatement to vacant properties when necessary
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> DRE/6-12-20

City of Oxford Property Maintenance Code Enforcement utilizes the 2012 version of the International Property Maintenance Code. This code is adopted by reference but also includes local amendments specific to City of Oxford needs, such as for residential rental properties. One of the provisions in IPMC Section 108 includes the requirement for owners to maintain vacant structures to prevent them from becoming a public nuisance. Section 108 is well-written and useful, but does not specifically address vacant properties that contain large excavations from former building foundations. This condition is already considered a public nuisance in IPMC but is not specifically called out in the section outlining the process of abatement.

If needed, this code amendment would allow the City or a designee to enter a private property and correct the nuisance, and then potentially place a lien on the property. This is less costly than court and in some cases more effective than violation notices and eventual civil fines. The new option for the City does not remove due process for appeals.

Attached is the proposed new Section 108.2.5 as well as the overall Section 108 for context. The overall Section 108 is a compilation of IPMC and Oxford Code that is a downloadable PDF on the Community Development Department webpage. Because of the IPMC being a separate code, it cannot be found in its entirety in the Codified Ordinance section of the city's webpage; only on the CD Dept.

ORDINANCE NO.

AN ORDINANCE ADOPTING NEW SECTION PMC-108.2.5 ENTITLED SECURING OF VACANT PROPERTIES WITHIN THE INTERNATIONAL PROPERTY MAINTENANCE CODE SECTION OF PART THIRTEEN OF THE OXFORD CODIFIED ORDINANCES ENTITLED BUILDING CODE.

WHEREAS, the City Manager and the Community Development Director recommend adoption of Section PMC-108.2.5 entitled Securing of Vacant Properties within the Property Maintenance Code Section of the Oxford Codified Ordinances to extend public nuisance abatement language to vacant properties within the City of Oxford when necessary.

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

SECTION I: Council hereby adopts Oxford Codified Ordinance Section PMC-108.2.5 entitled Securing of Vacant Properties within the International Property Maintenance Code Section of Part Thirteen of the Oxford Codified Ordinances entitled Building Code as follows:

PMC-108.2.5 Securing of vacant properties. If a property is vacant and determined to be a public nuisance, the code official is authorized to post a placard of condemnation on the premises and order the property to be secured so as not to be an attractive nuisance. Upon failure of the owner to secure the premises within the time specified in the order, the code official shall cause the premises to be secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

June 16, 2020

**Proposed Text Amendment to Property Maintenance Code 108,
Unsafe Structures and Equipment**

Extending the ability of a public agency to secure vacant properties that are a public nuisance by creating a new section referring to vacant properties

PMC 108.2.5 Securing of vacant properties. If the property is vacant and determined to be a public nuisance, the code official is authorized to post a placard of condemnation on the premises and order the property to be secured so as not to be an attractive nuisance. Upon failure of the owner to secure the premises within the time specified in the order, the code official shall cause the premises to be secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

PMC 108.1.5 Dangerous of unsafe structure or premises. The code official shall determine whether there are dangerous or unsafe structures and/or premises. For the purpose of this code, dangerous or unsafe structures and or premises, but not limited to the following:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

PMC 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

PMC 108.2.1 Authority to disconnect service utilities. The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the

serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

PMC 108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

PMC 108.4 Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

PMC 108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

PMC 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

PMC 108.6 Abatement methods. The owner, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

PMC 108.7 Record. The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

PMC 109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

PMC 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.



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 26, 2020
COUNCIL MEETING DATE:	June 16, 2020
AGENDA TITLE:	Repeal of Outdated Building Permit Fees Section
RECOMMENDATION:	Approval of Ordinance
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 6-12-20</i>

DISCUSSION:

Oxford Codified Ordinance Section 1320 no longer is used to calculate building permit fees. The practice of a separate fee ordinance for inclusion of all city fees eliminated the need for this section. This occurred sometime after 2010. Building permit fees were last revised in the fall of 2018 for the calendar year 2019. Therefore, Chapter 1320 can be completely repealed without a replacement because of the annual fee ordinance that is already in effect.

ORDINANCE NO.

AN ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE PART THIRTEEN ENTITLED BUILDING CODE, TITLE THREE ENTITLED LOCAL PROVISIONS, CHAPTER 1320 ENTITLED FEES.

WHEREAS, Council finds Oxford Codified Ordinance Part Thirteen entitled Building Code, Title Three entitled Local Provisions, Chapter 1320 Entitled Fees, is no longer used to calculate building permit fees; and

WHEREAS, the adoption of a Fee Ordinance by City Council each year which includes all City fees eliminates the need for Chapter 1320 within the Building Code entitled Fees; and

WHEREAS, the City Manager and the Community Development Director recommend Council repeal Oxford Codified Ordinance Part Thirteen entitled Building Code, Title Three entitled Local Provisions, Chapter 1320 entitled fees.

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

SECTION I: Council accepts the recommendation of the City Manager and the Community Development Director and hereby repeals Oxford Codified Ordinance Part Thirteen entitled Building Code, Title Three entitled Local Provisions, Chapter 1320 entitled Fees.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)