



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Police
PREPARED BY:	John A. Jones, Police Chief
DATE PREPARED:	October 26, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	Miami University Mutual Aid Agreement
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve the Resolution
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i>

DISCUSSION:

The proposed Resolution authorizes an Agreement for mutual aid between the City of Oxford and Miami University. This agreement would replace the existing Agreement, which expired on June 30, 2021.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT WITH MIAMI UNIVERSITY.

WHEREAS, the City Manager and the Police Chief recommend the City enter into a Law Enforcement Mutual Assistance Agreement with Miami University to enhance the safety and security of persons and property throughout the City.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and hereby authorizes the City Manager to enter into a Law Enforcement Mutual Assistance Agreement with Miami University as set forth on Exhibit "A" attached hereto on behalf of the City for a period of three (3) years with the right to cancel the Agreement upon a sixty (60) day written notice of intent to terminate.

SECTION 2: The City Manager and the Chief of Police are further authorized to present to Miami University, the signed Law Enforcement Mutual Assistance Agreement for approval by the University.

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 AND MIAMI UNIVERSITY
LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT**

WHEREAS, the City of Oxford, Ohio maintains a police department pursuant to Sections 3 and 7 of Article XVIII of the Ohio Constitution and Miami University maintains a police department pursuant to Ohio Revised Code 3345.04; and

WHEREAS, the City of Oxford and Miami University are both parties to the Butler County Intra-County Mutual Police Aid Agreement; and

WHEREAS, the City of Oxford and Miami University are authorized by Ohio Revised Code §3345.041 to enter into a Law Enforcement Mutual Assistance Agreement authorizing Miami University to perform police functions on behalf of the City of Oxford and, authorizing the city of Oxford to perform police functions on behalf of Miami University; and

WHEREAS, the City of Oxford and Miami University have previously entered into law Enforcement Mutual Assistance Agreements; and

WHEREAS, the current Law Enforcement Mutual Assistance Agreement between Miami University and the City of Oxford is scheduled to terminate on June 30, 2015; and

WHEREAS, the City of Oxford and Miami University now desire to enter into a new law Enforcement Mutual Assistance Agreement;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth below, the City of Oxford and Miami University (hereinafter referred to individually as "Party" and collectively as "Parties") agree as follows:

1. Effective Date and Scope of Agreement

- A. This Agreement is effective on the 1st day of July, ~~2015-2021~~ and supersedes and replaces the Law Enforcement Mutual Assistance Agreement effective July 1, ~~2012~~2024.
- B. This Agreement supplements the Butler County Intra-County Mutual Police Aid Agreement, attached hereto as Exhibit A and incorporated herein, to which both City of Oxford and Miami University are signatories. This Agreement further defines the terms and conditions pursuant to which the Parties shall provide mutual law enforcement assistance to each other. All terms and conditions of the Butler County Intra-County Mutual Police Aid Agreement are applicable to this Agreement.

2. Definitions

For the purposes of the Agreement, the following terms shall have the following meanings.

- A. Law Enforcement Authority is defined as either the police department (including its sworn officers) of Miami University (herein "Miami University Police Department" or "MUPD") or the police department (including its sworn officers) of the City of Oxford (herein "Oxford Police

Department" or "OPD").

- B. Concurrent Law Enforcement Authority is defined as the geographical area where both Law Enforcement Authority have the legal right and obligation under this Agreement to provide law enforcement services pursuant to this Mutual Assistance Agreement.
- C. Law Enforcement Services is defined as the performance of any police function, the exercise of any police power or the rendering of any police services.

3. Concurrent Law Enforcement Authority

Pursuant to this Agreement, MUPD and OPD shall have concurrent law enforcement authority over the entire rights of way of the following blocks and/or streets, including the intersection at either end of the specified right-of-way and all intersections contained within the described rights-of-way:

- A. The "Square Mile", defined as the area bordered by Chestnut Street, Locust Street, Sycamore Street and Patterson Avenue;
- B. State Route 73 from Patterson Avenue to the City of Oxford limits;
- C. Bonham Road from Sycamore Street and Tallawanda Street to the Miami University property limit; and
- D. Streets north of Sycamore Street and east of State Route 732, namely North Poplar, North Campus, North University, Homestead Avenue and Bouden Lane.

Each Law Enforcement Authority is authorized by this Agreement to perform any law enforcement services in any area of concurrent law enforcement authority. Whenever a traffic accident occurs in any of the areas described in this section, the law enforcement authority with the first officer on the scene shall assume responsibility. MUPD ~~may~~ issue citations under the Oxford City Code for all parking and moving violations that occur in the areas described in this section.

Implicit in this section is the mutual understanding that OPD retains primary responsibility for enforcement on City of Oxford streets and MUPD retains primary responsibility for enforcement on Miami University streets and property.

~~During each year of this Agreement, a mutual aid workgroup comprised of two (2) members from each department shall meet semi-annually (June and December) to review the enforcement practices on the streets enumerated in this section. The workgroup findings for the preceding year will be compiled into a report that shall be submitted to the Chiefs of Police of MUPD and OPD no later than January 14th of each year. The Chiefs of Police will submit a detailed summary report to the Vice President for Finance and Business Services at Miami University and the City Manager of Oxford.~~

OPD acknowledges the University has certain obligations to issue Crime Alerts to provide a timely warning for crimes required to be reported under the Clery Act (including criminal homicide, sex offenses-forcible and non-forcible, robbery, aggravated assault, burglary, and motor vehicle theft) that occur on campus, on the public property surrounding campus, and on property owned or controlled by registered student organizations (e.g., fraternities). OPD further acknowledges that the University has an additional obligation to issue an emergency notification in those

situations that pose an immediate threat to the health or safety of students or employees on campus or for the closing of the entire Oxford campus (i.e., severe weather, chemical spills, fires, and crimes). In those instances in which a Clery Act reportable crime or other event posing a significant risk of harm to the Oxford campus has been reported to OPD, OPD agrees to use its best efforts to immediately notify MUPD so that MUPD may activate its timely warning or emergency notification system as appropriate.

4. Additional Law Enforcement Assistance

A. Major Events

Command level personnel (as designated by their respective Chief of Police) shall regularly coordinate planning for significant community or university events (i.e., concerts, athletic events, parades, etc.). Command level personnel are empowered to request the law enforcement assistance of the other department. When a request for law enforcement assistance is made, each Chief of Police shall be notified as soon as practicable. MUPD will coordinate traffic control with Oxford Police and will assist in the off-campus control of traffic related to significant campus events.

B. Maintenance of Law and Order

Whenever either the OPD or MUPD determines that it does not have sufficient law enforcement resources to meet a particular situation or set of circumstances effectively and expeditiously, the senior officer of the police department on duty and in charge of the police department is authorized to request law enforcement assistance from the other police department. This authorization includes responding to a significant crime which includes homicide, aggravated assault, rape, robbery, burglary, breaking and entering, and civil disorder (riot, attempted riot, and disruptive crowds).

C. Major Case Investigation

Members of the CI (Criminal Investigation) Units from MUPD and OPD interact on a regular basis and are expected to share equipment and investigative expertise. Command level personnel are empowered to request the law enforcement assistance of the other police department's CI Unit. When a request for temporary law enforcement investigative assistance is made, each Chief of Police shall be notified as soon as practicable. Extended joint investigations must be approved by the chiefs of each law enforcement authority prior to the start of the investigation.

D. Witness to Offense/Traffic Violation or Accident

1. An officer witnessing potentially life-threatening, substantial property damage, traffic violations or criminal violations outside the officer's area of concurrent law enforcement authority but within the other agency's jurisdiction is empowered to stop the violator and take enforcement action. As soon as practicable, the agency with primary jurisdiction will be notified and provided with the nature of the incident, location and the unit number(s) of the officer(s) managing the enforcement action. The responsible department will respond in one of the following manners:

- a. Relinquish authority over the incident to the witnessing officer, or

- b. Dispatch an officer or officers to the scene who will take charge of the incident.
2. In the event that police personnel and equipment are involved in providing assistance under this Agreement, and such responding personnel and equipment are required by their own department, each party to this Agreement reserves the right to withdraw such personnel and equipment for such purposes.
3. In any situation in which assistance is provided pursuant to a request for mutual aid, the officer in charge of the Requesting Department shall have full charge of and authority over any assisting equipment and personnel responding to such call. No oath of office need be administered to police officers of the Responding Department when the performance of such officers' duties is pursuant to this Agreement. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.
4. All personnel of the Responding Department, while providing assistance or utilizing concurrent law enforcement authority as specified in this Agreement, shall at all times be acting within the scope of their employment by the Responding Department, and will not be considered employees of the Requesting Department. Each Party to this Agreement will continue to be responsible for all forms of compensation and benefits related to the employment as well as equipment, uniforms and other tangible articles, which it would otherwise pay or furnish while any of its officers is (are) providing assistance under this Agreement. Under no circumstances will either party be required to assume any of such employment-related obligations or expenses by virtue of having made one or more request for, or received, assistance under this Agreement.
5. Warrants, Subpoenas, and Other Legal Process

The service of warrants, subpoenas and other legal process shall be coordinated by a command staff member or bureau from MUPD and OPD as designated by the respective Chief of Police. Generally, MUPD will provide service on-campus and OPD will provide service off-campus; however, this is a unified effort and the MUPD/OPD commanders will work together to ensure the prompt, efficient service of all legal documents. The serving department will maintain the appropriate control documentation. As part of the semi-annual evaluation process (see No. 3), the mutual aid workgroup will evaluate the effectiveness of this process. ~~Their findings shall be included in the annual report to the Vice President for Finance and Business Services at Miami University and the City Manager of Oxford.~~

5. Liability Between the Parties

Neither the City of Oxford nor Miami University shall be obligated to reimburse the other for loss or damage to equipment while law enforcement officers are engaged in activity in accordance with this Agreement, nor shall there be any reimbursement, indemnity award, or premium contributions assessed against the other for workers compensation benefits arising by reason of injury or death to an employee of either while engaged in rendering services under this Agreement. Each party shall be responsible for any claim or cause of action made against the party of its law enforcement officers arising out of the performance of duties under this Agreement and neither party shall be required to indemnify, defend, or hold harmless the other for any such claim or cause of action.

6. Duration of Agreement

- A. This Agreement shall expire on June 30, 2024~~18~~.
- B. The Oxford City Manager and the Vice President for Finance and Business Services at Miami University may enter into such additional Memoranda of Understanding, setting forth additional procedures, not inconsistent with the terms hereof, for implementing this Agreement. The parties agree to be bound by the terms of any such memoranda as fully as if it were part of this Agreement.
- C. This Agreement may be terminated by either party with a 60-day written notification of intent to terminate.

Miami University

The City of Oxford

David K. Creamer
Senior Vice President for
Finance and Business Services

Doug Elliott
City Manager

~~John McCandless~~ Stephen VanWinkle
Chief of Police
Miami University Police

John A. Jones
~~Acting Chief of Police~~
Oxford Police Department

G.O. 2.1 – APPENDIX “A”

BUTLER COUNTY INTRACOUNTY MUTUAL POLICE AID AGREEMENT

WHEREAS, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio, desire to mutually obtain and provide additional police protection and related support in times of emergency; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to provide for mutual assistance and interchange, and use of their police personnel and equipment in times of emergency within the territories of the parties hereto; and

WHEREAS, Sections 311.07, 311.29, 505.43, 505.431, 737.04 and 737.041 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copy hereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Emergency Management Agency, 315 High Street, Hamilton, Ohio. The Butler County Emergency Management Agency shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement, and shall send annually thereafter to each party a current list of parties to this Agreement. The Butler County Emergency Management Agency shall also annually provide the Prosecuting Attorney of Butler County with a current list of all parties to this Agreement.

The parties hereto mutually agree as follows:

1. All parties agree that all calls for assistance pursuant to this Agreement shall be upon the direction of the senior on-duty officer in charge of the law enforcement agency requesting assistance to the senior on-duty officer(s) in charge of the law enforcement agency(s) from which assistance is requested. Such senior on-duty officer shall perform any duties imposed by law upon the Mayor of any municipality, or the President of any Board of Township Trustees, in regards to responding to a request for assistance under the terms of this Agreement.
2. When the senior on-duty officer in charge of any law enforcement agency which is a party to this Agreement calls for assistance, he/she shall state the specific equipment and manpower needed, and shall give explicit directions as to the location where assistance is required.
3. Each party to this Agreement will respond with such police equipment and manpower as is requested by the senior on-duty officer in charge of the law enforcement agency of any other party to this Agreement. However, such response will only be to the extent that, in the judgment of the senior on-duty officer in charge of the law enforcement agency receiving the request, such request would not impede the proper protection of the receiving agency=s own territory. In the event that

the senior on-duty officer in charge of the law enforcement agency which receives the request determines that all of the equipment and manpower as requested cannot be provided consistent with the proper protection of his/her own territory, said party shall provide as much equipment and manpower as deemed advisable under the circumstances.

4. In any situation in which additional assistance is called pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers= duties within such other jurisdiction are pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.
5. The senior on-duty officer in charge of the requesting department shall determine the radio frequency upon which mutual assistance radio communications will be transmitted. Radio communications will be transmitted in clear speech rather than varying departmental radio codes.
6. Notwithstanding the requirement for the approval of the senior on-duty officer as contained herein, the provisions of this Agreement shall also apply to an officer who responds, in accordance with the operating procedures of his/her employing law enforcement agency, to an emergency call for assistance from another officer, outside of the responding officer=s jurisdiction.
7. Notwithstanding the provisions of Section 311.07 of the Ohio Revised Code, no charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.
8. In no case shall the party herein called upon, or rendering such service, be liable in damages to any other party hereto, or contractual obliges, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party=s municipality or territory, or while responding to a call pursuant to the terms of this Agreement.
9. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.
10. Law enforcement agency members acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen=s pension or indemnity fund provide therefore, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit, provided that such members are acting upon authorization of a

duly-designated officer or employee of the employing subdivision.

11. This Agreement reflects the most comprehensive countywide system of mutual police aid permitted by Ohio law. It shall be reviewed annually by the Director of the Butler County Emergency Management Agency who may propose revisions to the Agreement. Any party to the Agreement may also, from time to time, propose revisions to the Agreement. All parties hereto, and the Butler County Chiefs Association, shall be notified of any proposed revision(s) to the Agreement. Revisions must be ratified by all parties to the Agreement, either by the implementation of a new Agreement or by the signing of an addendum to the current Agreement.
12. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party as well as to the Butler County Emergency Management Agency and the Butler County Prosecuting Attorney.
13. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Emergency Management Agency.
14. This Agreement may be executed in multiple counterparts.

IN WITNESS THEREOF, _____, as _____, **/OR**
Name of Signer Title of Elected Official

on behalf of _____, pursuant to Resolution No. _____,
Name of Political Subdivision or Governmental Unit

adopted on _____ by the legislative body of said political subdivision or governmental unit,

has executed this Agreement on _____.

Name

Title

Contracting Entity

Received By:

Dir., Butler County Emergency Management Agency Date

Prosecuting Attorney of Butler County Date

Approved as to Form:

Prosecuting Attorney OR Director of Law

Date: _____



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	10/27/2021
COUNCIL MEETING DATE:	11/2/2021
AGENDA TITLE:	Supplemental Budget Ordinance
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i> <i>[Signature]</i> 10/27/21

DISCUSSION:

Issue 1

To make adjustment to appropriations for Income Tax refunds from unencumbered balance

Action Needed:

Revenue Side

Expense Side

General Fund (110)	88,500.00
Net Effect on Fund Balance/(s) Increase/(Decrease)	(88,500.00)
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	(88,500.00)
Breakdown by Fund	
General Fund (110)	(88,500.00)

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO.3600. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 8 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2021.

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

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

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

SECTION 2: The following increase/(decrease)in appropriations from unencumbered balances be made:

General Fund (110)	88,500.00
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SECTION 4: In all other respects, Ordinance No. 3600 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 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	October 22, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	Ordinance Authorizing Curb, Gutter, & Sidewalk Special Assessments
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 10-29-21 MBD 10/25/21

Discussion:

Through a series of Resolutions, the City has caused the repair of deficient curb, gutter, and sidewalk on parcels identified in the attached Exhibit "A" including:

Feb 2021 Resolution No. 7262 – Declaring the necessity to make improvements

April 2021 Resolution No. 7279 – Authorizing a contract to perform the improvements

Sept. 2021 Resolution No. 7336 – Determination of the total cost of assessment by lot

The proposed assessment costs were advertised as required by Ohio Revised Code; no objections were received from parcel owners as detailed in Exhibit "A". Upon passage of this Ordinance, an owner may pay cash for the assessment within 30 days. Otherwise, the amount will be levied to the owner's property tax bill and must be paid in five (5) annual installments with City assessed interest on deferred payments at a rate of 5% (this percentage rate has been in place for several years; the City Council may change this rate if they desire to do so).

Staff recommends City Council approve this assessment Ordinance, and authorize the City Manager, or his designee, to take all steps necessary to cause the amounts listed in Exhibit "A" to be levied upon the lots and lands enumerated in the listing.

ORDINANCE NO.

AN ORDINANCE LEVYING UPON THE LOTS AND LANDS ENUMERATED IN THE LIST OF ESTIMATED ASSESSMENTS (EXHIBIT A) THE AMOUNTS SET FORTH ON SUCH LIST AND SETTING FORTH TERMS FOR PAYMENT OF ASSESSMENTS.

WHEREAS, in accordance with Section 729.07 of the Ohio Revised Code, Council filed a list of estimated assessments (Exhibit A) with the Clerk of City Council and ordered it open for public inspection; and

WHEREAS, pursuant to Ohio Revised Code Section 729.08, Council published a notice in the *Journal News*, on Sundays beginning Sunday, September 12, 2021 and ending Sunday, September 26, 2021 stating that the list of estimated assessments (Exhibit A) was on file with the Clerk of City Council and was available for public inspection; and

WHEREAS, the Clerk of City Council has received no written objections to the assessments.

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

SECTION 1: Property owners shall be assessed the actual cost over five years as set forth on Exhibit "A" attached hereto.

SECTION 2: Property owners may pay the assessment in five (5) annual installments with interest on deferred payments at 5%. Conversely, property owners may pay the assessment in cash within 30 days after passage of this Ordinance.

SECTION 3: 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)

**Curb, Gutter, Sidewalk, for 2021 Resurfacing
Assessment Property List of Final Costs**

						Final Quantities						
Dist#1	Address	Street Name	Property Owner	Parcel #	Mailing Address	Linear Ft Curb	Square Feet Sidewalk	Square Feet Sidewalk thru driveway	Square Ft Drive Apron	Square Ft Apron Remove Only	Permit Fees	Total Cost
705	Melissa	Barbara W Reed	H4100121000014	Barbara W Reed 706 Melissa Dr. Oxford, OH 45056	34	0	0	0	0	0	\$ 153.00	\$ 1,674.50
610	Melissa	Matthew Joseph & Hannah Elizabeth Morgan	H4100121000011	Matthew & Hannah Morgan 630 Melissa Dr. Oxford, OH 45056	42	0	0	0	0	0	\$ 159.40	\$ 2,038.90
542	Melissa	Jeffrey D Douglass	H410018000040	Jeffrey D Douglass 542 Melissa Dr. Oxford, OH 45056	33	0	0	76	0	0	\$ 153.00	\$ 3,016.75
549	Melissa	Langford C Hargraves	H410018000001	Langford C Hargraves 549 Melissa Dr. Oxford, OH 45056	10	0	0	0	0	0	\$ 153.00	\$ 600.50
725	Melissa	Mark G & Venus Schofield	H4100373000029	Mark G Schofield 725 Melissa Dr. Oxford, OH 45056	43	30	25	0	0	0	\$ 228.80	\$ 3,753.10
727	Melinda	Joshua & Laura Birkenhauer	H4100121000055	Josh & Laura Birkenhauer 727 Melinda Dr. Oxford, OH 45056	80	0	0	52	0	0	\$ 281.00	\$ 4,810.00
615	Melinda	Matthew S & Annelia J Wagers	H4100121000062	Matthew S & Annelia J Wagers 615 Melinda Dr. Oxford, OH 45056	59	0	0	39	0	0	\$ 213.80	\$ 3,585.80
712	Melinda	William G Stever TR	H4100121000048	William G Stever 712 Melinda Dr. Oxford, OH 45056	28	0	0	0	0	0	\$ 153.00	\$ 1,406.00
818	Melinda	Judith A & Michael A Theodore	H4100121000026	Judith A & Michael A Theodore 2301 Macmillan Dr. Springhill, FL 34609	134	75	0	0	0	0	\$ 453.80	\$ 6,724.05
100	W	High	Michael Simonds ATR of the Michael Simonds Rev Trust	H4100004000143	George & Michael Simonds 6340 Brown Rd Oxford, OH 45056	22	225	0	0	0	\$ 153.00	\$ 3,601.25
N	Beech	GTE North INC	H4100008000033	Frontier Communications Tax Department 401 Newell St Norwalk, CT 06851	10	105	0	0	0	0	\$ 153.00	\$ 1,750.25
210	N	Beech	MPR II LLC	H4100008000026	MPR II LLC Attn: Adele Z Drake 26 Portland Pl Salem, MA 01970	0	300	0	0	0	\$ 25.00	\$ 3,310.00
214	N	Beech	Gold Dust Properties LLC	H4000008000025	Gold Dust Properties LLC 5899 Gold Dust Dr. Cincinnati, OH 45247	9	0	0	0	0	\$ 153.00	\$ 555.75
211	N	Beech	T H INC	H4100007000015	T H INC PO Box 357 Oxford, OH 45056	15	0	0	0	0	\$ 153.00	\$ 824.25
308	N	Beech	College Street Properties INC	H40000080000215	College Street Properties INC 316 S College Ave Oxford, OH 45056	35	100	0	0	0	\$ 153.00	\$ 2,614.25
105	W	Sycamore	Oxford Miami Properties LLC	H41000080000251	Oxford Miami Properties LLC 5235 Mission Oaks Blvd Ste 315 Cambridge, CA 93012	62	125	0	0	0	\$ 223.40	\$ 4,366.65
321	N	Beech	College Street Properties INC	H4100007000003	College Street Properties INC 316 S College Ave Oxford, OH 45056	29	0	0	119	0	\$ 153.00	\$ 3,622.50
317	N	Beech	Rangall Capital LLC & Tenet MSG I LLC	H4000007000004	Rangall Capital LLC & Tenet MSG I LLC PO Box 91 West Chester, OH 45072	48	203	0	84	0	\$ 178.60	\$ 6,082.45
311	N	Beech	Mark Schlichter	H4100007000005	Mark Schlichter 7900 Brookville Rd Oxford, OH 45056	20	25	0	0	0	\$ 153.00	\$ 1,321.75
309	N	Beech	Phinn Properties LP	H4100007000006	Phinn Properties LP 309 N Beech St. Oxford, OH 45056	50	0	0	112	0	\$ 185.00	\$ 4,466.50
307	N	Beech	Kaufman Miller Rentals LLC	H4000007000007	Kaufman Miller Rentals LLC 4721 Riggs Rd Oxford, OH 45056	60	0	0	0	0	\$ 217.00	\$ 2,902.00
82	W	Vine	104 Properties LLC	H4100007000008	10K Properties LLC Joseph McCullough 101 Commerce Blvd Leweland, OH 45340	49	35	25	100	0	\$ 153.00	\$ 4,420.50
307	Brookview	Christopher Curtis & Lisa Hendricks	H4100105000010	Christopher Curtis & Lisa Hendricks 307 Brookview Ct Oxford, OH 45056	39	0	0	70	0	0	\$ 153.00	\$ 3,175.75
311	Brookview	Myo T San & El P Lwin	H4100105000011	Myo T San & El P Lwin 817 Windybrook Dr. Oxford, OH 45056	30	0	0	0	0	0	\$ 153.00	\$ 1,495.50
317	Brookview	James & Shelby Oudekirk	H4100105000012	James & Shelby Oudekirk 3483 Sherbrooke Dr. Cincinnati, OH 45241	50	0	0	96	0	0	\$ 153.00	\$ 3,247.50
518	Brookview	Calista Enterprises LLC	H4100122000053	Calista Enterprises LLC 114 E High St Oxford, OH 45056	30	0	0	0	0	0	\$ 153.00	\$ 1,495.50
600	Brookview	Beulah Mae Terry	H4100122000067	Beulah Mae Terry 600 Brookview Ct Oxford, OH 45056	79	100	0	0	0	0	\$ 277.80	\$ 4,908.05
604	Brookview	Garry & Sandra D Lawson	H4100122000068	Garry & Sandra D Lawson 604 Brookview Ct Oxford, OH 45056	70	100	0	72	0	0	\$ 249.00	\$ 5,790.50
629	Brookview	Bethel A M E Church of Oxford	H4100122000075	Bethel A M E Church PO Box 494 Oxford, OH 45056	20	0	0	0	0	0	\$ 153.00	\$ 1,048.00
812	Brookview	Steven B Frey	H4100122000078	Steven B Frey C/O Niah J Frey & John R Layman SR 613 Brookview Ct Oxford, OH 45056	22	35	0	0	0	0	\$ 153.00	\$ 2,182.50
650	McGuffey	IF Homes LLC	H4000122000106	IF Homes LLC Ying Han 850 McGuffey Ave Unit 4 Oxford, OH 45056	31	125	0	0	0	0	\$ 153.00	\$ 2,998.50
627	Bell	Juanita Franklin	H4000122000113	Juanita Franklin 627 Bell Dr. Oxford, OH 45056	70	75	50	35	0	0	\$ 249.00	\$ 5,864.00
615	Bell	David J & Susan M Skiles	H4100122000117	David J & Susan M Skiles 7548 Whitehall Circle West West Chester, OH 45069	46	0	0	0	0	0	\$ 172.20	\$ 2,230.70
611	Bell	Perkins Realty LLC	H4100122000118	Perkins Realty LLC 10 Patrick Dr. Oxford, OH 45056	60	35	50	62	0	0	\$ 217.00	\$ 5,064.75

Complaint Properties

Dist#1	Address	Street Name	Property Owner	Parcel #	Mailing Address	Linear Ft Curb	Square Feet Sidewalk	Square Feet Sidewalk thru driveway	Square Ft Drive Apron	Square Ft Apron Remove Only	Permit Fees	Total Cost
321	N	Elm	Quin or Erika Fulton (Also sent to resident: Merle Arnold)	H4100008000133	Quinn & Erika L Fulton 212 Bearpoint Dr. Oxford, OH 45056	31	55	0	0	0	\$ 153.00	\$ 2,142.50
316	W	Church	Nature LLC	H4000008000018	Nature LLC PO Box 91 West Chester, OH 45057	0	300	0	0	0	\$ 25.00	\$ 2,215.00



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	October 18, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	Oxford Recreation Board – October 14, 2021
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 10/18/21 <i>DRE 10-29-21</i>

DISCUSSION:

Attendance: Craig Bennett, Ken Bogard, Kevin Ackley, Casey Wooddell, Deanna Barbour, Mayor Mike Smith, Jessica Greene (guest)

The Oxford Recreation Board met in the Municipal Building on Thursday, October 14 at 11:30am. Agenda for the meeting and minutes from the September meeting were approved without comment.

Ms. Jessica Greene attended the meeting to provide the board members with an update regarding the Oxford Area Trail System. Ms. Greene provided an updated at the September meeting, but there were some details at that time which were not yet known, specifically regarding the Northwest Arc segment of the trail. Ms. Greene discussed that segment, as well as minor updates regarding the other segments, along with timelines for construction and news concerning grant funding for phase IV.

Mr. Wooddell provided a report from the Parks and Recreation Department. This report included information about advertising in the Butler County Insider's Guide, Aquatic Center, pickleball and tennis courts, Oxford Night Lights this winter, bottle filler units at various parks, ADA playground improvements, and upcoming community events.



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Mr. Cole and Ms. Morrish were not present at the meeting, so updates about Talawanda Athletics was not provided.

Mr. Bennett shared information about Miami University updates, including recreation activities, student concerns, and the Miami vaccination policy.

Ms. Greene also discussed an update of the City's next steps involving the City Comprehensive Plan. Mr. Bennett is a member of the steering committee for this project, and he has been working with Ms. Greene on this project.

In Old Business, Mr. Wooddell discussed a document created by the Talawanda Recreation, Inc. (TRI) Board of Directors focused on the Needs, Wants and Likes of a potential new indoor recreation facility in Oxford. Oxford Recreation Board members were asked to review that document and provide input in September. Upcoming site visits to other area recreation facilities was also discussed.

Mr. Wooddell concluded the meeting by providing information about a collaboration coming up with Miami University and a senior design course; this class is scheduled to provide design and engineering of a new dirt bike track facility in the spring 2022 semester, and consider construction in fall 2022. Site to be determined as part of the design and engineering. Oxford Recreation Board will be asked to review and comment on this project at a future meeting.

Meeting adjourned at 12:34 pm.

Next meeting scheduled for November 18, 2021 at 11:30am in the City Building.



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:	October 29, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	October 13, 2021 Historic and Architectural Preservation Commission Summary
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> DRE 10-29-21

Old Business

Historic District Expansion / Design Guidelines

The Commission continued discussion of the delay of the Historic District Expansion study. A decision had been made the previous meeting to first update the 1994 Design Guidelines in order to better assist the property owners.

A subcommittee was formed to assist staff with developing a scope of work for the Design Guidelines. The intent was to start the project before the end of 2021 and complete in 2022. This would be the final piece of the multi-year project: Uptown Inventory, Updated Code and Design Guidelines.



The City of Oxford
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STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Zachary Moore
DATE PREPARED:	October 1, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	PC-2021-30, 1601 Hoover, FINAL SUBDIVISION, South Farm Section IV, South Farm Development LLC, Applicant
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i>

Proposal Summary:

The developer for the second phase of South Farm has submitted an application for a Final Subdivision in order to record a final record plat which will create 25 new single-family residential lots on a 6.8-acre site. While this will be the second phase for South Farm, the actual plat itself is titled "South Farm Section IV" due to the sequencing of plat recordings on file with the County Recorder.

The Oxford Subdivision Regulations specify that Council has the authority to approve such applications without a recommendation from the Planning Commission. A Final Subdivision application was previously submitted and approved by City Council on May 5, 2020, with an expiration date of May 5, 2021 per the Code. Due to difficulties experienced resulting from the pandemic, the developer was not able to post bonds, begin building the infrastructure, and record the plat in time for the May 5, 2021 deadline. The developer is now looking to get things moving again by re-applying for Final Subdivision consideration.

Background:

The South Farm Section IV project has thus far garnered the following approvals:

- Preliminary Subdivision – approved by Council on 9/17/2019, set to expire 9/17/2022
- Preliminary Planned Development (PD) – approved by Council on 9/17/2019
- Construction Drawings – reviewed and approved administratively by staff as of 7/30/2020
- **Final Subdivision – approved by Council on 5/5/2020, expired 5/5/2021**
- Final Planned Development (PD) – approved by Council on 5/5/2020, set to expire 5/5/2025



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Discussion and Recommendation:

The record plat is the legal instrument to be recorded with the Butler County Recorder which will officially subdivide new lot boundaries and establish necessary easements for access, drainage, and utilities.

The submitted record plat is essentially the same as the one previously approved in May 2020. In keeping with Section 203 of the Oxford Subdivision Regulations, staff recommends the subject application be **approved** subject to the following conditions:

1. The Final Subdivision shall be valid for 1 year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this 1 year time period.
2. As necessary, the applicant shall update and/or re-file Construction Drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee construction of the improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

ORDINANCE NO.

AN ORDINANCE VACATING RIGHT-OF-WAY ASSOCIATED WITH ROBERTS DRIVE AND HOOVER DRIVE AS WAS PREVIOUSLY DEDICATED BY O.R. 7959 PG 1551, REPLAT FOR SOUTH FARM SECTION 2 & 2A.

WHEREAS, right-of-way was previously dedicated by means of recording O.R. 7959 Pg. 1551, Replat for South Farm Section 2 & 2A on November 9, 2007; and

WHEREAS, said described right-of-way is presently unimproved; and

WHEREAS, Lots 3696-3708 as depicted on O.R. 7959 Pg. 1551 are all presently under the same ownership, with said owner's interest being the development of South Farm Section IV; and

WHEREAS, a Final Subdivision application for South Farm Section IV was submitted to the City on March 20, 2020 for consideration which includes a relocation of Hoover Drive; and

WHEREAS, the Final Subdivision application approval for South Farm Section IV expired on May 5, 2021 and a new Final Subdivision application was submitted on September 27, 2021.

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

SECTION 1: Council finds this right-of-way vacation is necessary in order to accommodate the re-dedication of right-of-way associated with Roberts Drive and Hoover Drive in South Farm Section IV.

SECTION 2: Council hereby orders that the right-of-way as described and depicted on the document attached hereto as Exhibit "A" be vacated.

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

MAYOR

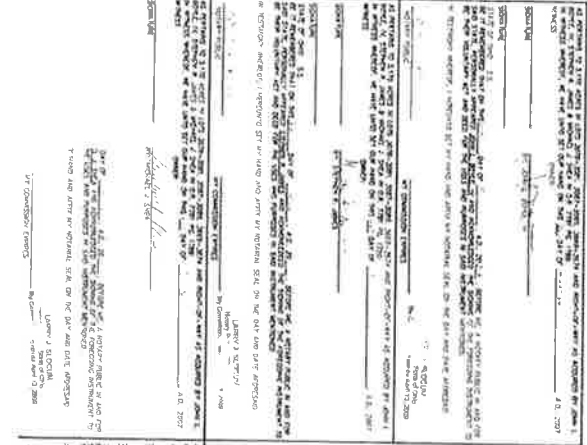
ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW(STAFF)

[illegible][illegible]



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Joe Newlin
DATE PREPARED:	10/25/2021
COUNCIL MEETING DATE:	11/2/2021
AGENDA TITLE:	2022 ANNUAL TRANSFER ORDINANCE
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE 10-29-21 (Signature) 10/20/21

DISCUSSION:

Description of Budgeted Transfers for the 2022 Budget

Transfer from GENERAL FUND 110	
Transfer to STREET FUND 122	511,960.00
Annual General Fund Financial Support (quarterly)	
Transfer from GENERAL FUND 110	
Transfer to CAPITAL EQUIPMENT FUND 140	294,465.00
Annual General Fund Financial Support (quarterly)	
Transfer from GENERAL FUND 110	
Transfer to CAPITAL IMPROVEMENT FUND 141	211,802.00
Annual General Fund Financial Support (quarterly)	
Transfer from GENERAL FUND 110	
Transfer to AQUATIC CENTER DEBT SERVICE FUND 150	305,250.00
Annual General Fund Debt Service Payment (bi-annual to match debt payment)	



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Transfer from GENERAL FUND 110	
Transfer to SPECIAL ASSESSMENT FUND 417	50,000.00
General Fund Financial Support (1st quarter)	
Transfer from GENERAL FUND 110	
Transfer to FIRE/EMS FUND 418	20,000.00
Annual General Fund Financial Support (quarterly)	
Transfer from PARKING FUND 130	
Transfer to GENERAL FUND 110	35,351.00
Annual Parking Fund Payment for Service department support (quarterly)	
Transfer from PARKING FUND 130	
Transfer to STREET FUND 122	30,134.00
Annual Parking Fund Financial Support for work performed (quarterly)	
Transfer from PARKING FUND 130	
Transfer to PARKING IMPROVEMENT FUND 142	10,000.00
Annual Parking Fund Financial Support (1st quarter)	
Transfer from SOUTHPOINTE TIF DISTRICT 1 FUND 420	
Transfer to SOUTHPOINTE TIF DEBT SERVICE FUND 151	268,230.00
Annual Southpointe TIF Fund Debt Service Payment (bi-annual to match debt payment)	
Transfer from SOUTHPOINTE TIF DISTRICT 2 FUND 421	
Transfer to SOUTHPOINTE TIF DEBT SERVICE FUND 151	6,815.00
Annual Southpointe TIF Fund Debt Service Payment (bi-annual to match debt payment)	
Transfer from SOUTHPOINTE TIF DISTRICT 3 FUND 422	
Transfer to SOUTHPOINTE TIF DEBT SERVICE FUND 151	10,227.00
Annual Southpointe TIF Fund Debt Service Payment (bi-annual to match debt payment)	



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Transfer from SOUTHPOINTE TIF DISTRICT 4 FUND 423	
Transfer to SOUTHPOINTE TIF DEBT SERVICE FUND 151	10,203.00
Annual Southpointe TIF Fund Debt Service Payment (bi-annual to match debt payment)	
Transfer from SOUTHPOINTE TIF DISTRICT 5 FUND 424	
Transfer to SOUTHPOINTE TIF DEBT SERVICE FUND 151	10,150.00
Annual Southpointe TIF Fund Debt Service Payment (bi-annual to match debt payment)	
Transfer from OXFORD AREA TRAIL PROPERTY TAX FUND 425	
Transfer to OXFORD AREA TRAIL CAP. IMPROVEMENT FUND 144	1,035,000.00
Annual Property Tax Transfer (bi-annual to match receipt of property taxes)	
Transfer from WATER FUND 321	
Transfer to GENERAL FUND 110	43,851.00
Annual Water Fund Financial Support – Mowing & Muni-Building Expenses (quarterly)	
Transfer from WATER FUND 321	
Transfer to WATER CAPITAL EQUIPMENT FUND 320	64,460.00
Annual Water Fund Financial Support (1st quarter)	
Transfer from WATER FUND 321	
Transfer to WATER CAPITAL IMPROVEMENT FUND 322	357,031.00
Annual Water Fund Financial Support (1st quarter)	
Transfer from WASTEWATER FUND 331	
Transfer to GENERAL FUND 110	43,851.00
Annual Wastewater Fund Financial Support – Mowing & Muni-Building Expenses (quarterly)	
Transfer from WASTEWATER FUND 331	
Transfer to WASTEWATER CAPITAL EQUIPMENT FUND 330	12,600.00
Annual Wastewater Fund Financial Support (1st quarter)	





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Transfer from WASTEWATER FUND 331

Transfer to WASTEWATER CAPITAL IMPROVEMENT FUND 332 203,797.00

Annual Wastewater Fund Financial Support (1st quarter)

Transfer from REFUSE FUND 341

Transfer to GENERAL FUND 110 33,851.00

Annual Refuse Fund Financial Support – Muni-Building Expenses (quarterly)



ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED TRANSFERS FOR THE CITY OF OXFORD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022.

WHEREAS, appropriations are needed for the fiscal year ending December 31, 2022 and monies will be available for appropriation in those funds.

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

SECTION 1: The following transfers are to be executed for the City of Oxford during the fiscal year ending December 31, 2022, as follows:

Transfer from:

General Fund 110	511,960.00
General Fund 110	294,465.00
General Fund 110	211,802.00
General Fund 110	305,250.00
General Fund 110	50,000.00
General Fund 110	20,000.00
Parking Fund 130	35,351.00
Parking Fund 130	30,134.00
Parking Fund 130	10,000.00
Southpointe TIF District 1 Fund 420	268,230.00
Southpointe TIF District 2 Fund 421	6,815.00
Southpointe TIF District 3 Fund 422	10,227.00
Southpointe TIF District 4 Fund 423	10,203.00
Southpointe TIF District 5 Fund 424	10,150.00
Oxford Area Trail Property Tax Fund 425	1,035,000.00
Water Fund 321	43,851.00
Water Fund 321	64,460.00
Water Fund 321	357,031.00
Wastewater Fund 331	43,851.00
Wastewater Fund 331	12,600.00
Wastewater Fund 331	203,797.00
Refuse Fund 341	33,851.00

Transfer to:

Street Fund 122	511,960.00
Capital Equipment Fund 140	294,465.00
Capital Improvement Fund 141	211,802.00
Aquatic Center Debt Service Fund 150	305,250.00
Special Assessment Fund 417	50,000.00
Fire/EMS Fund 418	20,000.00
General Fund 110	35,351.00
Street Fund 122	30,134.00
Parking Improvement Fund 142	10,000.00
Southpointe TIF Debt Service Fund 151	268,230.00
Southpointe TIF Debt Service Fund 151	6,815.00

Southpointe TIF Debt Service Fund 151	10,227.00
Southpointe TIF Debt Service Fund 151	10,203.00
Southpointe TIF Debt Service Fund 151	10,150.00
Oxford Area Trail Capital Improvement Fund 144	1,035,000.00
General Fund 110	43,851.00
Water Capital Equipment Fund 320	64,460.00
Water Capital Improvement Fund 322	357,031.00
General Fund 110	43,851.00
Wastewater Capital Equipment Fund 330	12,600.00
Wastewater Capital Improvement Fund 332	203,797.00
General Fund 110	33,851.00

SECTION 2: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MIKE SMITH

PREPARED BY: STAFF



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	October 22, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	American Rescue Plan Funds- Cooperative Project with Miami University for Improvements to the College@Elm Facility
BUDGETED AMOUNT:	\$1,205,200.99
ACCOUNT CODE:	429.420.52462
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21 MB 10/25/21</i>

DISCUSSION:

Also on the November 2, 2021 City Council agenda, Staff recommended Council approve a Resolution authorizing Staff to apply for Community Development Block Grant (CDBG) funds for improvements at the College@Elm project including a new 36 space parking facility, 4 ADA compliant parking spaces, and the extension and resurfacing of Walnut St. west of Elm St. Upon approval from HUD and Butler County, \$113,000 will be available for this project.

The City of Oxford and Miami University are working together to renovate the Elm Street Building and turn it into the College@Elm. The College@Elm will be a workforce development and innovation center whose goal is to help build the Oxford economy through new jobs and encouraging business start-up. The Fisher Group will be one anchor tenant and is planned to bring light industrial manufacturing and up to 50 new jobs to this facility. As the College@Elm gets established, it is anticipated that additional anchor tenants will move in as well.

A preliminary plan showing improvements to the proposed College@Elm project is attached to this report and labeled "Exhibit A". The estimated cost of these improvements is \$245,000. After using our allotment of \$113,000 from CDBG funds, the specified College@Elm project improvements still require \$132,000 in funding.



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As the current capital improvement budget does not have an appropriation for this project, Staff recommends the City Council approve this Resolution authorizing the use of \$132,000 of American Rescue Plan Act (ARPA) funds. With approval of this Resolution, the City will encumber the funds so they are available for use in conjunction with 2022 CDBG funds for the designated improvements.

RESOLUTION NO.

A RESOLUTION OF COUNCIL DIRECTING THAT ONE HUNDRED THIRTY TWO THOUSAND DOLLARS (\$132,000.00) OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS BE UTILIZED FOR SUPPLEMENTING IMPROVEMENTS FOR THE COLLEGE@ELM PROJECT IN CONJUNCTION WITH 2022 CDBG FUNDS IN THE AMOUNT OF ONE HUNDRED THIRTEEN THOUSAND DOLLARS (\$113,000.00).

WHEREAS, on the November 2, 2021 City Council agenda, staff recommended Council approve a Resolution authorizing staff to apply for Community Development Block Grant (CDBG) funds for improvements for the College@Elm project including a new parking facility and the extension and resurfacing of Walnut Street; and

WHEREAS, a preliminary plan showing improvements for the proposed College@Elm project is attached hereto as Exhibit "A". The estimated cost of the improvements is \$245,000.00 and after utilizing the City's allotment of \$113,000.00 from CDBG funds, the specified College@Elm project improvements still require \$132,000.00 in funding; and

WHEREAS, the City Manager and the Service Director recommend City Council approve a Resolution authorizing the use of \$132,000.00 of American Rescue Plan Act (ARPA) funds for the specified College@Elm project improvements.

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

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and hereby directs that \$132,000.00 of American Rescue Plan Act (ARPA) funds be utilized for supplementing improvements for the College@Elm project including a new parking facility and the extension and resurfacing of Walnut Street

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

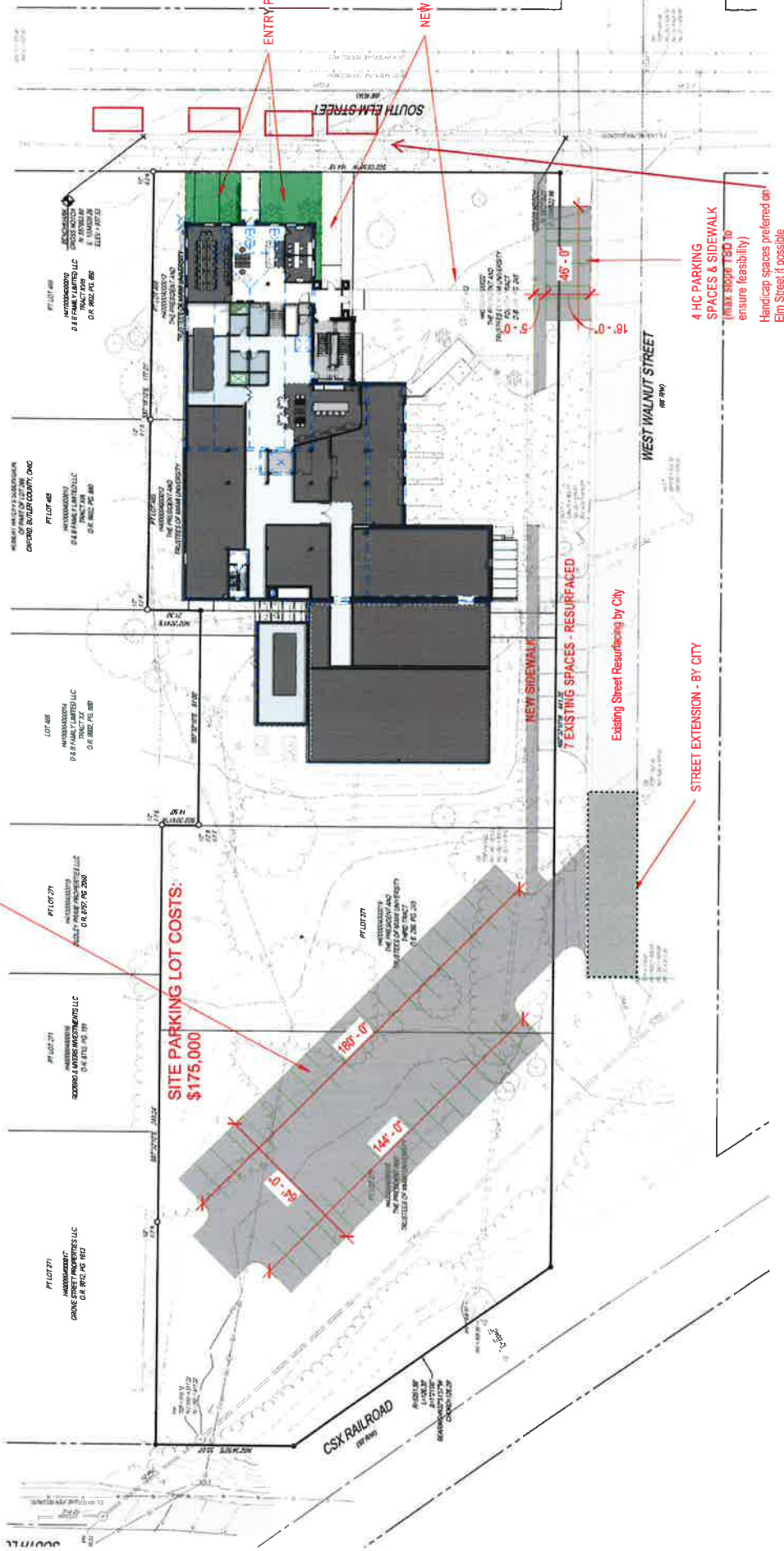
INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

EXHIBIT A

SITE PLAN
08/24/21

36 SPACE PARKING LOT



① 01- TOPOGRAPHY FIRST FLOOR B. upper
1" = 40'-0"



BSA |
GC00





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

STAFF REPORT

ORIGINATING DEPARTMENT:	Division of Police
PREPARED BY:	Lt. Geoffrey W. Robinson
DATE PREPARED:	26 OCT 2021
COUNCIL MEETING DATE:	02 NOV 2021
AGENDA TITLE:	Authorization to enter an amended contract with AXON Enterprise, INC. for additional add-on software licensing, data storage, user profiles and support for the police division.
BUDGETED AMOUNT:	\$40,000 – Year 1
ACCOUNT CODE:	110.110.52340
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i>

DISCUSSION:

In May 2021, Oxford City Council authorized the Division of Police to enter a contract with Axon Enterprise, INC to purchase Body Worn Cameras (BWCs), associated equipment, data storage and support. That contract is a five-year contract that renews annually for \$26,708.44. The division implemented the updated camera program in August 2021 and has been fine-tuning the different features of the Axon product line.

Since the updated program was implemented, we have learned of several new product add-ons that will improve efficiency and effectiveness of the Division's Body Worn Camera Program. These add-on's include, Axon Performance (automated auditing tool to measure policy compliance), Pro licensing (Full feature licenses for supervisors and records personnel) and Axon Auto-Tagging (automated data



The City of Oxford
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reconciliation with BCSO's dispatch computer). These add-ons will increase efficiency in the Division by automating data entry tasks currently handled by each individual officer and/or supervisors. Additionally we have discovered through the data migration process from VieVu we will need more data storage to comply with our data retention categories. An additional 2.4 TB of storage is part of this contract add-on.

The Division budget for Body Worn Cameras is \$40,000 for 2021 and is expected to remain that amount in 2022. Our current contract with Axon is \$26,708.44 per year. The additional cost for the above mentioned software add-ons is \$8,291.56 per year, bringing the total yearly contracted cost with Axon Enterprises, INC. to \$35,000.00.

The yearly cost for these services is \$35,000.00 per year or \$175,000.00 over the 5-year life of the amended contract.



RESOLUTION NO.

A RESOLUTION ACCEPTING THE PROPOSED AMENDMENT AND AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING AGREEMENT WITH AXON ENTERPRISE, INC., TO INCLUDE ADDITIONAL ADD-ON SOFTWARE LICENSING, DATA STORAGE, USER PROFILES AND SUPPORT FOR THE POLICE DIVISION.

WHEREAS, City Council authorized the City Manager on May 18, 2021 to enter into an agreement with Axon Enterprise, Inc. for the purchase of (28) Body Worn Camera's and associated docking equipment, data storage, software licensing and support for the police division; and

WHEREAS, the division implemented the updated camera program in August 2021; and

WHEREAS, since the updated program was implemented the Division of Police has learned of several new product add-ons that will improve efficiency and effectiveness of the Division's Body Worn Camera Program; and

WHEREAS, the City Manager and the Police Chief recommend amending the existing agreement with Axon Enterprise, INC., to include additional add-on software licensing, data storage, user profiles and support.

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

SECTION 1: Council accepts the recommendation to amend the existing agreement with Axon Enterprise, INC. to include additional add-on software licensing, data storage, user profiles and support.

SECTION 2: Council further authorizes the City Manager to enter into an amended agreement with Axon Enterprise, INC. to include additional add-on software licensing, data storage, user profiles and support. At a cost not to exceed 35,000.00 per year.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY:

PREPARED BY: LAW (STAFF)



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-334619-44449.719RE

Issued: 09/10/2021

Quote Expiration: 10/31/2021

EST Contract Start Date: 11/01/2021

Account Number: 106557

Payment Terms: N30

Delivery Method: FedEx - Ground

SHIP TO	BILL TO
Delivery; Invoice; Other-101 E High St 101 E High St Oxford, OH 45056-1991 USA	Oxford Police Dept. - OH 101 E High St Oxford, OH 45056-1991 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Raleigh Edwards Email: redwards@axon.com Phone: Fax:	Phone: (513) 524-5258 Email: grobinson@cityofoxford.org Fax: (513) 524-9111

Program Length	60 Months
TOTAL COST	\$150,000.00
ESTIMATED TOTAL W/ TAX	\$150,000.00

Bundle Savings	\$31,685.20
Additional Savings	\$33,412.00
TOTAL SAVINGS	\$65,097.20

PAYMENT PLAN: Nov 2021	
PLAN NAME	INVOICE DATE
Year 1	Nov, 2021
Payment Total	
\$10,000.00	

PAYMENT PLAN: Nov 2022	
PLAN NAME	INVOICE DATE
Year 2	Nov, 2022
Payment Total	
\$35,000.00	

PAYMENT PLAN: Nov 2023		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Nov, 2023	\$35,000.00
	Payment Total	\$35,000.00
PAYMENT PLAN: Nov 2024		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Nov, 2024	\$35,000.00
	Payment Total	\$35,000.00
PAYMENT PLAN: Nov 2025		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 5	Nov, 2025	\$35,000.00
	Payment Total	\$35,000.00

Quote Details

Bundle Summary			
Item	Description	QTY	QTY
BasicLicense	Basic License Bundle		20
ProLicense	Pro License Bundle		12
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle		4
BWCamTAP	Body Worn Camera TAP Bundle		30

Individual Items USD						
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price Total(USD)
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	800	\$24.00	44.21%	\$13.39 \$10,712.00
Other	73739	PERFORMANCE LICENSE	30	\$540.00	0.00%	\$540.00 \$16,200.00
Other	73682	AUTO TAGGING LICENSE	30	\$540.00	0.00%	\$540.00 \$16,200.00
Other	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$2,000.00	0.26%	\$1,994.79 \$1,994.79

Other	12338	AXON AIR EVIDENCE.COM LICENSE	1	\$6,000.00	70.00%	\$1,800.00	\$1,800.00
Other	85144	AXON STARTER	1	\$2,750.00	0.00%	\$2,750.00	\$2,750.00
Other	85759	AUTO-TRANSCRIBE 1000 A LA CARTE MINUTES	10	\$1,750.20	100.00%	\$0.00	\$0.00

Bundle: Basic License Bundle		Quantity: 20	Start: 11/1/2021	End: 10/31/2026	Total: 18000 USD		
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	20	\$876.62	2.60%	\$876.62	\$17,532.47
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	\$23.38	2.60%	\$23.38	\$467.53

Bundle: Pro License Bundle		Quantity: 12	Start: 11/1/2021	End: 10/31/2026	Total: 24863.21 USD		
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	12	\$2,270.15	14.44%	\$2,002.08	\$24,025.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	36	\$23.28	2.99%	\$23.28	\$838.21

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle		Quantity: 4	Start: 11/1/2021	End: 10/31/2026	Total: 7080 USD		
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$489.62	61.14%	\$489.62	\$1,958.46
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$625.62	61.14%	\$625.62	\$2,502.48
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$654.76	61.14%	\$654.76	\$2,619.06

Bundle: Body Worn Camera TAP Bundle		Quantity: 30	Start: 11/1/2021	End: 10/31/2026	Total: 50400 USD		
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	30	\$507.03	27.59%	\$507.03	\$15,210.98
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	31	\$546.71	27.59%	\$546.71	\$16,948.16
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	31	\$572.06	27.59%	\$572.06	\$17,733.83
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$507.03	27.59%	\$507.03	\$507.03

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #42021 (originated via **Q-266471**) and is terminating that contract upon the new license start date (11/1/2021) of this quote.

The parties agree that Axon is granting a refund of \$3,216.00 to refund paid, but undelivered services. This discount is based on a ship date range of 10/1/2021 - 10/15/2021, resulting in a 11/1/2021 license start date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Signature

Date Signed

9/10/2021



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:	October 29, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	October 12, 2021 Planning Commission Summary
CITY MANAGER/DEPT HEAD APPROVAL:	<i>Sam Perry</i> DRE 10-29-21

Old Business

PC-2021-22, 117 Bishop Street, LOT SPLIT, Pt. of Lot #502 totaling 0.0956 acres, Scott Webb, Applicant/Agent

This case had been tabled the previous month. The additional information requested by the Commission was not submitted. The applicant and staff spoke. The Commission reconvened. Commission members discussed the decision standards and determined that both new lots would need to comply with zoning standards before the split could be approved. Therefore, the Commission unanimously denied the request.

PC-2021-24, 219 W Walnut Street, LOT CONSOLIDATION, Pt. of lot #202, 0.125 acres, Jim Clawson, Applicant, Scott Webb, Architect/Agent

This case had been tabled the previous month awaiting comments from Fire and Police Divisions. The applicant and staff spoke. The Commission reconvened. Commission members discussed the decision standards. There were merits for approving or denying the request. Merits for approving were related to increased housing density and the existing lot configuration. Merits for denying were related to stated safety concerns with alley development. The Commission voted 4-3 to approve the request.





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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Human Resources
PREPARED BY:	Jessica Greene
DATE PREPARED:	October 25, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	2021 Employee Handbook
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i>

DISCUSSION:

Every two years, the Human Resources Department reviews the employee handbook to propose new recommendations, address questions or discrepancies that have arisen, and propose adjustments. The last review was conducted in 2019. This 2021 revision includes the following substantive changes:

Throughout document: Change Human Resources Director to Human Resources Department.

Pg. 2: Amend roles for the Assistant City Manager to include human resources, economic development, and communications.

Pg. 3. Delete Economic Development as its own department

Pg. 11 Removed payroll deduction descriptions. These change from time to time and need to be adaptable. We have a list of payroll codes now described on our pay stubs, it is not needed in the handbook.

Pg. 11 A. We do not believe a credit union listing is necessary in the handbook.

Pg. 12 D. Clerical correction. We offer Flex Savings Accounts. We do not offer Health Savings Accounts- which require high deductible healthcare plans.

Pg. 13 3.09 Workers Compensation. This last paragraph is outdated and does not reflect current workers compensation rules and procedures. It needs to be removed.

Pg. 14 3.12 Personal Leave. Increase from 5 to 6 days of leave. This is in response to the new federal holiday, Juneteenth. It allows staff to have a day off but allows city operations to continue. Changed



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from 15 minutes notice to 30 minutes notice to align with the sick leave contact time frame. It also states contact instead of voicemail to allow for calls, emails, texts.

Pg. 15. 3.13 Vacation. Allows for vacation accrual to begin immediately upon hire, but not to be used without City Manager approval in the first year. In the past, staff was given a lump sum at the end of their first year but this caused many clerical headaches if advances were given based on individual circumstances.

Pg. 17-18. 3.15 Leaves of Absence

Sick Leave:

Amended from call to contact to allow for other forms of communication.

Requires a doctor's note after 2 full days absent. This was previously a very unclear standard with the statement *may* require a doctor's note. By providing telehealth options, we feel that after 2 full days absent, a doctor's note should be able to be obtained. However, to address sick leave that is suspected to be being abused (frequently Fridays and Mondays for example) we have added in the statement that if suspected sick leave abuse is occurring a supervisor *may* request documentation of illness with less than 2 days leave.

Donation of sick leave: removed pregnancy because of new proposed parental leave policy. Added clarification that if an employee donates sick leave, they cannot get it back.

Pg. 18 C. Changed Funeral Leave to Bereavement Leave.

Pg. 18 D. Addition of a Parental Leave Policy that allows for 8 weeks of paid leave that does not require the City employee to use their other accrued leave (vacation, comp, sick). After 8 weeks, they may take off another 4 weeks using their accrued leave. This runs concurrently with FMLA leave.

Pg. 29. 4.01 Disciplinary Action. Added 17 Failure to follow established rules and/or policies established by the City (for example the Covid policy)

Pg. 35 6.12 C. Use of City Vehicles. Changed check drivers' license from every 2 to 3 years. The reason for this recommendation is that driver's abstracts are compiled in 3-year cycles by the BMV.

Pg. 40. 8.00 11. Records. Added clarification about what is needed for eligibility for medical coverage.

RESOLUTION NO.

A RESOLUTION APPROVING REVISIONS TO THE EMPLOYEE HANDBOOK.

WHEREAS, the City Manager and the Assistant City Manager recommend the Employee Handbook be revised and said revisions be accepted and adopted by Council as submitted in Attachment 'A' attached hereto and incorporated herein by reference.

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

SECTION 1: Council, in accordance with Article V, Section 5.04 of the Charter of the City of Oxford, Ohio, hereby accepts the recommendation of the City Manager and the Assistant City Manager and approves the revisions to the Employee Handbook attached hereto and incorporated herein by reference as Attachment 'A'.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHEAL SMITH

PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Doug Elliott
DATE PREPARED:	10-25-21
COUNCIL MEETING DATE:	11-02-21
AGENDA TITLE:	Winter DORA
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE</i> <i>10-29-21</i>

DISCUSSION:

City Council approved an application for a Designated Outdoor Refreshment Area (DORA) by adoption of Resolution 7192 on June 16, 2020. It allows the City Manager to amend the dates and times of the DORA with consent of City Council. I recommend that City Council approve reopening the DORA from Friday, December 17, 2021 to Sunday, January 23, 2022 to provide a Winter Designated Outdoor Refreshment Area for the benefit of Oxford citizens, visitors, and uptown businesses. The City has over 20 qualified permit holders eligible to participate in the DORA.

RESOLUTION NO.

A RESOLUTION APPROVING THE REOPENING OF THE DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) IN THE CITY OF OXFORD FROM DECEMBER 17, 2021 TO JANUARY 23, 2022.

WHEREAS, City Council approved an application for a Designated Outdoor Refreshment Area thereby establishing a Designated Outdoor Refreshment Area in the City of Oxford; and

WHEREAS, Resolution No. 7192 adopted by City Council on June 16, 2020 allows the City Manager to amend the dates and times of operation of the Designated Outdoor Refreshment Area with the consent of City Council; and

WHEREAS, the City Manager recommends City Council approve the reopening of the Designated Outdoor Refreshment Area from December 17, 2021 to January 23, 2022 to provide for a Winter Designated Outdoor Refreshment Area for the benefit of Oxford citizens, visitors and Uptown businesses.

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

SECTION 1: Council accepts the recommendation of the City Manager and hereby approves the reopening of the Designated Outdoor Refreshment Area from December 17, 2021 to January 23, 2022 to provide for a Winter Designated Outdoor Refreshment Area for the benefit of Oxford citizens, visitors and Uptown businesses.

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)



The City of Oxford
(513) 524-5200
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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service Department
PREPARED BY:	Michael Dreisbach
DATE PREPARED:	October 22, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	Resolution Authorizing Staff to Submit a CDBG Application to Butler County for Improvements to Walnut St and Property Known as The College @ Elm.
BUDGETED AMOUNT:	\$113,000
ACCOUNT CODE:	126.370.60018
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i> <i>MBI 10/25/21</i>

Discussion:

The City expects to receive approximately \$131,000 in FY2022 from Community Development Block Grant (CDBG) funds administered by the Butler County Board of Commissioners. Of this amount, ~\$113,000 will be available for eligible improvements in the City of Oxford. These funds have traditionally been used for the removal of architectural barriers from street corners in the City and the installation of new handicapped accessible ramps to improve access to the City's sidewalk network. The balance of the funds (~\$18,000) will be used for administration of the CDBG program. However, with the availability of American Rescue Funds to complete handicap ramp improvements throughout the City in one final project, CDBG funds could be allocated to another eligible project.

Application for these CDBG funds requires a Resolution of Council recommending the project. Staff is completing the City's application, due November 5, 2021, and is recommending CDBG funds be used for an extension of Walnut St. (to the west from the current terminus) and to help fund the construction of a new 36 vehicle parking lot to serve the College@Elm project in conjunction with Miami University. Four ADA compliant parking spaces would also be constructed. At this time, no estimates have been generated for stormwater management on the property. Once costs are known, a funding mechanism will be required from either the City or the University.

The City of Oxford and Miami University are working together to renovate the Elm Street Building and turn it into the College@Elm. The College@Elm will be a workforce development and innovation center whose goal is to help build the Oxford economy through



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new jobs and encouraging business start-up. The Fisher Group will be one anchor tenant and is planned to bring light industrial manufacturing and up to 50 new jobs to this facility. As the College@Elm gets established, it is anticipated that additional anchor tenants will move in as well.

Current estimates show the cost of the street extension and resurfacing at ~\$70,000. The estimate for construction of the proposed parking facility is \$175,000 for a total of ~\$245,000. Staff is proposing the full CDBG allotment of \$113,000 be used for the project, to be supplemented with American Rescue Funds for the balance of construction.

A preliminary plan showing improvements to the proposed College@Elm project is attached to this report and labeled "Exhibit A".

Once funds have been approved by the federal government (HUD), Staff will work with Miami University to advertise the project for bids (typically in fourth quarter of the year), and present a recommended contract for construction to the City Council for contract authorization.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT ELIGIBLE PROJECTS TO THE BUTLER COUNTY BOARD OF COMMISSIONERS FOR THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) YEAR APPLICATION.

WHEREAS, the City Manager authorizes construction projects by utilizing Community Development Block Grant funds administered by the Butler County Board of Commissioners; and

WHEREAS, the City expects to receive approximately \$131,000.00 from Community Development Block Grant (CDBG) funds in 2022. Of these funds, \$113,000.00 will be available for eligible improvements in the City of Oxford; and

WHEREAS, the City Manager and the Service Director recommend CDBG funds in the amount of \$113,000.00 be utilized for an extension and resurfacing of Walnut Street and to assist with funding the construction of a new parking lot to serve the College@Elm project in conjunction with Miami University as set forth on Exhibit "A" attached hereto. The remaining \$18,000.00 will be used for the administration of the program; and

WHEREAS, current estimates show the cost of the street extension and resurfacing at \$70,000.00 and \$175,000.00 for construction of the proposed parking facility for a total cost of \$245,000.00. Staff further recommends the project be supplemented with American Rescue Funds for the balance of construction (\$132,000.00).

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

SECTION 1: The City Manager is hereby authorized to submit the recommended project as stated above for CDBG year 2022 funds and to take all actions necessary to comply with all requirements and commitments for approval of the projects.

SECTION 2: Once funds have been approved by the federal government (HUD), staff will work with Miami University to advertise the project for bids, and present a recommended contract for construction to City Council for authorization.

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)

EXHIBIT A

SITE PLAN
08/24/21

36 SPACE PARKING LOT

SITE PARKING LOT COSTS:
\$175,000

ENTRY PLAZA REWORK
NEW SIDEWALKS

STREET EXTENSION - BY CITY

4 HC PARKING SPACES & SIDEWALK (MAX SLOPE 1:50 TO ensure feasibility) Handicap spaces preferred on Elm Street if possible

1 01- TOPOGRAPHY FIRST FLOOR B.Upper
1" = 40'-0"





The City of Oxford
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Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Human Resources
PREPARED BY:	Jessica Greene
DATE PREPARED:	October 25, 2021
COUNCIL MEETING DATE:	November 2, 2021
AGENDA TITLE:	2022 Salary Ordinance
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	<i>DRE 10-29-21</i>

DISCUSSION:

Changes are indicated by yellow highlight and/or strikeout and have been approved by the City Manager.

Section 1. Full-Time Staff

- Office of City Manager
 - Add the IT/GIS role to the City Manager Department. This replaces the Technical Assistant Position that was in the Community Development Department.
- Community Development Department
 - Add Code Enforcement Officer. This is replacing the role that was previously in the NIC contract.
- Service Department
 - Moved Deputy Service Director from year-round part-time to full-time.
- Streets, Water, and Wastewater
 - Clarification of classifications for Service Workers
 - Service Worker I- nonclassified, pay band 1
 - Service Worker II-classified, pay band 2
 - Service Worker III-classified, pay band 3
- This changes the number of fulltime staff from 121 to 123.

Section 2: Pay bands 1-7

- Recommendation of a three percent (3%) cost of living (COLA) increase.

Section 3: Year-Round Part-Time Staff

- Recommendation to raise the minimum and maximum compensation of year-round part-time positions by increasing the rate by three percent (3%).



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- Office of the City Manager
 - Add a PT Online Content Specialist to assist with communications.
- Safety Department-Fire Division
 - Adjustment of staff numbers from 60 PT to 30 PT. It was brought to our attention that this was a clerical error. It was a redundant count and one line needed removed.
 - Recommendation to adjust the pay scale for PT fire staff. Staff will start within the pay range based upon existing certification and experience. Staff may receive a 5% increase with additional earned certification. The proposed new pay scale is as follows:
 - Student EMTs \$13.00 to \$13.50
 - Firefighter/EMT/Paramedics: \$20.00 to \$25.00
 - Fire Division Lieutenants, increase from 1 staff to 2. And adjust pay range to \$20.00 to \$25.00
 - Fire Division Captains, decrease from 3 to 2. Adjust pay range to \$22.00-\$27.00.
- These changes will result in total authorized part-time personnel of seventy one (71) employees.

Section 4: Seasonal Part-Time Staff

- Recommendation to raise the minimum and maximum compensation of part-time positions by increasing the rate by three percent (3%).
- Safety Department-Fire Division
 - Adjustment of the Miami University event coverage fee from \$45.00 to \$50.00
- Parks & Recreation Department
 - Increase Parks & Recreation Technicians from 50 to 65 to assist with pool operations.
- Seasonal Part-time staff increase from 63 to 78.

Section 5: Department Heads and Supervisory Employees

- C. Vacation Accrual
 - Recommendation to amend the vacation leave language to allow for vacation accrual determination at hire, to be based on prior experience in the public, private and nonprofit sectors with City Manager approval. This will assist with the recruitment of qualified staff from other sectors and broaden our recruitment scope beyond Ohio public employers. There is also language that clarifies that vacation accrual begins immediately upon employment but may only be taken in the first year with City Manager approval.

Section 6: General Provisions

- No changes





The City of Oxford
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Section 7: Employee Benefits

- F. Parental Leave Policy
 - Recommendation to implement a parental leave policy for FT employees of the City of Oxford.
- H. Addition of one additional paid personal leave day. The additional personal day is in lieu of the Juneteenth Federal holiday so the city can remain open to the public.
- L. Vacation Accrual
 - Recommendation to amend the vacation leave language to allow for vacation accrual determination at hire, to be based on prior experience in the public, private and nonprofit sectors with City Manager approval. This will assist with the recruitment of qualified staff from other sectors and broaden our recruitment scope beyond Ohio public employers. There is also language that clarifies that vacation accrual begins immediately upon employment but may only be taken in the first year with City Manager approval.

Attachment A:

- The pay bands have been increased by 3% for 2022

Attachment B.

- No changes as there is a pending Collective Bargaining Agreement under development.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SALARIES AND CERTAIN BENEFITS FOR SALARIED AND HOURLY FULL-TIME AND PART-TIME EMPLOYEES WITHIN THE SERVICE OF THE CITY OF OXFORD, OHIO, PAID FROM JANUARY 1, 202~~4~~2 THROUGH DECEMBER 31, 202~~4~~2.

WHEREAS, the City Manager recommends the adoption of the 202~~4~~2 Salary and Benefit Ordinance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO THAT THE SALARIES, WAGES AND CERTAIN BENEFITS FOR A NUMBER OF OFFICIALS AND EMPLOYEES OF THE CITY OF OXFORD BE FIXED AS FOLLOWS:

SECTION 1: Full Time Employees

The following full-time positions are hereby established with respect to position title, authorized number and pay range:

Position	Classified(C) or Non-Classified (NC)	Number of Employees Authorized	Pay Band
Office of the City Manager			
City Manager	NC	1	By Contract
Assistant to the City Manager	NC	1	5
Assistant City Manager/Human Resources & Economic Development	NC	1	7
Human Resources Manager	NC	1	6
Clerk of Council/AAll	NC	1	45
<u>**IT/GIS Coordinator</u>	<u>NC</u>	<u>1</u>	<u>5</u>
Finance Department			
Finance Director	NC	1	By Contract
Assistant Finance Director	NC	1	6
Payroll Specialist	C	1	5
Finance Specialist	C	1	5
Accounting Specialist	C	1	4
Utility Collections Specialist	C	2	4
Parks & Recreation Department			
Parks & Recreation Director	NC	1	7
Aquatics & Recreation Programs Supervisor	C	1	5

Sports Activities Supervisor	C	1	5
Office Manager	NC	1	5
Receptionist	C	1	1
Sports Coordinator	C	1	3
Aquatics & Recreation Programs Coordinator	C	1	3
Custodian	NC	1	1
Community Development Department			
Community Development Director	NC	1	7
Planner	C	1	6
<u>Admin Asst to Director (Tech) Code Enforcement Officer</u>	<u>NC</u>	<u>4</u>	<u>56</u>
Administrative Assistant II	NC	2	3
Safety Department – Fire Division			
Fire Chief/Inspector	NC	1	7
Fire Captains	C	3	Attachment B
Firefighter/Paramedics	C	6	Attachment B
Administrative Assistant II	NC	1	3
Safety Department – Police Division			
Police Chief	NC	1	7
Police Lieutenant	C	2	By Contract
Police Sergeant	C	6	By Contract
Police Officer	C	19	By Contract
Public Safety Assistant	C	3	By Contract
Police Records Specialist	C	1	By Contract
Dispatcher/Clerk	C	6	By Contract
Office Manager	NC	1	5
Service Department			
Service Director	NC	1	7
<u>Deputy Service Director</u>	<u>C</u>	<u>1</u>	<u>6</u>
Environmental Specialist	C	1	5
Administrative Assistant III	NC	1	4
Custodian	NC	2	1
Engineering Division			
City Engineer	C	1	6
Engineering Technician	C	1	5
Engineering Aide	C	1	4
Streets and Maintenance Division			

Streets and Maintenance Manager	C	1	6
Equipment Mechanic	C	1	5
Parks Maintenance Supervisor	C	1	5
Street Operations Specialist	C	1	4
Service Workers	<u>C & NC Service Worker I - NC; Service Worker II & III - C</u>	11	<u>Varies 1, 2 & 3 respectively</u>
Wastewater Division			
Collection			
Wastewater Collection Manager	C	1	6
Service Workers	<u>C & NC Service Worker I - NC Service Worker II, III - C</u>	4	<u>Varies 1, 2 & 4 respectively</u>
Plant			
Wastewater Plant Manager	C	1	6
WWTP Laboratory Technician	C	1	3
Plant Mechanic II	C	1	4
Plant Mechanic I	C	1	3
Service Worker I	NC	1	1
WWTP Operators	C	3	5
Water Division			
Distribution			
Water Distribution Manager	C	1	6
Service Workers	<u>C & NC Service Worker I - NC Service Worker II & III - C</u>	4	<u>Varies 1, 2 & 4 respectively</u>
Plant			
Water Plant Manager	C	1	6
Utility Maintenance Technician	C	1	2
Utility Meter Reader	NC	1	1
Water Plant Operators	C	2	Varies

TOTAL Full-Time Budgeted:		<u>121123</u>	
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SECTION 2: Pay Bands 1 through 7

The compensation plan setting forth the range of base pay bands for each position title, being pay bands 1 through 7, is attached hereto (Attachment A) and incorporated herein as the Base Pay Band Provisions.

- A. Adoption of this ordinance reflects a 3% increase rounded up to the nearest penny of all employees not covered by a collective bargaining agreement. The Finance Director and City Manager shall also receive the same increase to their current base salaries.
- B. The City Manager, except as otherwise provided in the charter, is authorized to establish the starting salary not to exceed the position's market midpoint.
- C. The City Manager is hereby authorized to increase an employee's salary not to exceed 5.0% within the same position per calendar year.
- D. The City Manager is hereby authorized to increase an employee's salary not to exceed the market midpoint of the new position when a promotion occurs where an employee moves to a higher job classification.
- E. Where salaried employee(s) of the City of Oxford are traveling outside of Butler County, Ohio under O.R.C. 5502.35; to work under state or federal declared emergency conditions, said employee will be entitled to overtime at a rate determined as follows: divide the employee's annual salary by the sum by 2080 hours and multiply that dividend by 1.5. This will equal the rate of expected reimbursement (from either OEMA, EMAC, FEMA, etc.) for any work exceeding 8 hours per day. Work hours are determined by employee(s) normal scheduled work hours. Salaried employees will be paid the "overtime amount" in the form of a bonus. Furthermore, the City Manager authorizes employees to utilize either vacation time or comp time during EMAC / National deployments.

SECTION 3: Year Round Part Time Employees

The following part-time positions are hereby established with respect to position title, authorized number, minimum and maximum compensation (rate per hour except as otherwise indicated) The City Manager is hereby authorized to increase an employee's salary not to exceed 5.0% within the same position per calendar year not to exceed the maximum rate per hour.

Year Round Part Time	Number of Employees Authorized	Minimum Pay Rate	Maximum Pay Rate
City Manager			
Community Outreach Specialist	1	<u>\$ 21.86</u> <u>\$21.22</u>	<u>\$ 31.77</u> <u>\$30.84</u>

<u>Online Content Specialist</u>	<u>1</u>	<u>\$15.00</u>	<u>\$20.00</u>
Parks & Recreation Department			
Park/Recreation Technician	5	<u>\$ 9.55</u> <u>\$9.27</u>	<u>\$ 13.93</u> <u>\$13.52</u>
Program Coordinator	3	<u>\$ 9.55</u> <u>\$9.27</u>	<u>\$ 17.40</u> <u>\$16.89</u>
Senior Program Coordinator	1	<u>\$ 10.93</u> <u>\$10.61</u>	<u>\$ 18.85</u> <u>\$18.30</u>
Custodian	1	<u>\$ 12.03</u> <u>\$11.67</u>	<u>\$ 16.24</u> <u>\$15.76</u>
Service Department			
<u>Deputy Director</u>	<u>1</u>	<u>\$26.53</u>	<u>\$45.76</u>
Laborers	4	<u>\$ 9.55</u> <u>\$9.27</u>	<u>\$ 15.07</u> <u>\$14.63</u>
Water Plant Operators	2	<u>\$ 18.59</u> <u>\$18.04</u>	<u>\$ 22.58</u> <u>\$21.92</u>
Safety Department – Fire Division			
Part-Time Firefighters/EMTs	30	<u>\$12.74</u> <u>\$20.00</u>	<u>\$19.15</u> <u>\$25.00</u>
<u>Firefighters or EMTs (single certification)</u>	<u>30</u>	<u>NA</u>	<u>\$12.36</u>
<u>Student EMTs</u>		<u>\$12.00</u> <u>\$13.00</u>	<u>\$12.25</u> <u>\$13.50</u>
Fire Division Captains	<u>32</u>	<u>NA</u> <u>\$22.00</u>	<u>\$20.28</u> <u>\$27.00</u>
Fire Division Lieutenants	<u>12</u>	<u>NA</u> <u>\$20.00</u>	<u>\$19.15</u> <u>\$25.00</u>
Safety Department – Police Division			
Property Custodian	1	<u>\$ 21.86</u> <u>\$21.22</u>	<u>\$ 31.77</u> <u>\$30.84</u>
Police Officer	6	<u>\$ 30.61</u> <u>\$29.71</u>	<u>\$ 37.17</u> <u>\$36.08</u>
Public Safety Assistant	4	<u>\$ 21.86</u> <u>\$21.22</u>	<u>\$ 28.42</u> <u>\$27.59</u>
Dispatcher/Clerk	4	<u>\$ 21.86</u> <u>\$21.22</u>	<u>\$ 28.42</u> <u>\$27.59</u>
City-Wide			
Intern/Temporary Part-Time	5	<u>\$ 10.61</u> <u>\$10.30</u>	<u>\$ 14.86</u> <u>\$14.42</u>
Total Year Round PT Employees	<u>10271</u>		

SECTION 4: Seasonal Part Time Employees

The following seasonal part-time positions are hereby established with respect to position title, authorized number, minimum and maximum compensation (rate per hour except as otherwise indicated) The City Manager is hereby authorized to increase an employee's salary not to exceed 5.0% within the same position per calendar year not to exceed the maximum rate per hour.

Seasonal Part Time	Number of Employees Authorized	Minimum Pay Rate	Maximum Pay Rate
Safety Department – Fire Division			
Fire/EMS for Miami University Coverage	N/A	N/A	\$45.00 \$50.00
Parks & Recreation Department			
Park/Recreation Technician	50 65	\$ 9.55 \$9.27	\$ 12.57 \$12.21
Program Coordinator	3	\$ 9.55 \$9.27	\$ 15.85 \$15.39
Service Department			
Street Department			
Laborer	7	\$ 9.55 \$9.27	\$ 14.85 \$14.42
Wastewater Division			
Plant			
Laborer	1	\$ 9.55 \$9.27	\$ 14.85 \$14.42
Collections			
Laborer	1	\$ 9.55 \$9.27	\$ 14.85 \$14.42
Water Division			
Plant			
Laborer	1	\$ 9.55 \$9.27	\$ 14.85 \$14.42
TOTAL Seasonal Part-Time:	6378		

SECTION 5: Department Heads and Supervisory Employees.

- A. Defined.** The positions of City Manager, Assistant City Manager, Finance Director, Police Chief, Community Development Director, Service Director, Parks and Recreation Director and Fire Chief are department heads. These employees in addition to Assistant Finance Director, Deputy Service Director, Streets and Maintenance Manager, Wastewater Collection Manager, Water Distribution Manager, Water Plant Manager and Wastewater Plant Manager for the purposes of group life and accidental death and dismemberment, are considered supervisory employees.
- B. Overtime.** Department heads are salaried employees and are not entitled to overtime.

- C. **Vacation.** Department heads shall accrue vacation leave monthly at the following rates listed in the table below. The City Manager may adjust vacation accrual rates, at the time of hire, based upon previous experience in the public, nonprofit, or private sector. The employee begins accruing vacation leave immediately but may only take leave during the first year with City Manager approval. ~~—(except a first-year department head who shall receive vacation accrual after the completion of the twelfth month):~~

After 12 months (1 year)	120 hours
After 84 months (7 years)	160 hours
After 156 months(13 years)	200 hours

The City Manager is authorized to grant up to 80 hours of vacation leave during the first year of employment of a department head on the basis of extenuating circumstances.

The City Manager's vacation benefit shall be in accordance with the City Manager's contract.

- D. **Other Benefits and Provisions.** Except as superseded by the provisions of this section, department heads and supervisory employees shall be entitled to all other benefits and provisions of this ordinance applicable to full-time employees of the City of Oxford.
- E. **Sick Leave.** The Police Chief shall receive a bonus of \$310 per calendar quarter if he uses no sick leave during that quarter. If the Police Chief uses no sick leave for the calendar year, he shall receive an additional \$360. The bonus payment shall be issued at the end of each calendar quarter.

SECTION 6: General Provisions

- A. **Pay Periods.** Employees shall be paid bi-weekly. Pay days shall be on Friday, except when City offices are closed for a holiday on Friday, in which case payday shall be the last workday preceding the holiday.
- B. **Hours of Work.** Full-time, non-salaried employees' work week shall be forty hours. When directed by their supervisor to work overtime, such employees shall be compensated at the rate of one and one-half (1-1/2) times their base rate of pay for all hours actually worked in excess of forty hours per week. An employee who is called to work following the completion of their normal work day and one-half (1/2) or more hours prior to the commencement of their next normal work day shall receive a minimum of two (2) hours compensation for such call-in at one and one-half (1-1/2) times their normal rate.
- C. **Emergency Appointments.** In case of civil unrest or other like emergency, the City Manager may appoint emergency police officers or other volunteer citizens as may be necessary for temporary service during the emergency and shall report this action

to the City Council at its next meeting. Such emergency appointees shall be compensated for all time actually worked on behalf of the City.

- D. Part Time Firefighters.** Part Time Firefighters are paid according to the schedule in Section 3 hereof of part-time employees. A firefighter may receive a supplement equal to one-half their ordinary job wage if their employer does not continue pay while they are away from work attending to a fire.

No Paid-on-Call or Part-time firefighter may work in excess of fifteen hundred sixty (1560) hours in any given Calendar year to stay compliant with ACA requirements. Nor shall any paid-on-call or part-time firefighter work in excess of one hundred-six (106) hours in any pay period as part of FLSA over-time regulations.

Any hours worked in the employee's hired capacity or similar function to their hired capacity shall be calculated as total hours worked for that pay period and year. Performing other department sanctioned duties other than those for which the employee was hired shall not be included in total hours.

- E. Shift Differential Pay.** The applicable rate of shift differential for the entire shift worked will be determined by the applicable rate for the majority of the hours in an assigned shift. If an assigned shift is evenly divided between two rates, the higher rate shall be applicable to all hours of the shift worked. A full-time employee who is assigned by their supervisor to work a shift after 4:00 p.m. and before 8:00 a.m. shall receive shift differential pay for all hours worked. The differential shall be twenty-five cents (\$0.25) per hour for all hours of a shift actually worked after 4:00 p.m. and before 12:00 midnight. The differential shall be forty-five cents (\$0.45) per hour for all hours of a shift actually worked after 12:00 midnight and before 8:00 a.m. Shift differential will be paid at its normal rate for scheduled hours worked on a holiday in addition to holiday pay. Overtime may be incurred for the work week (over 40 hours) attributable to working during a shift differential period (defined above). For purposes of calculating overtime pay, the base pay rate shall include the hourly shift differential amount. The shift differential rate used for overtime calculation will be the same rate used for shift differential as determined per the guidelines above.

SECTION 7: Employee Benefits

- A. Uniforms.** The Police Chief shall receive credit in the same manner as the Detective Sergeant as specified in the Police Sergeants and Lieutenants contract.

The City shall provide full-time employees in the Service Department and the Parks & Recreation Department, who wear a uniform in the performance of their duties, with a uniform rental service.

- B. Sick leave.** Sick leave shall be earned by all full-time employees at the rate of ten (10) hours per month and may be accumulated without maximum. Previously accumulated sick leave may be transferred as allowed by law. Under extraordinary circumstances, the City Manager may approve the transfer of sick leave credits from one City employee to another.
- C. Sick Leave Incentive.** A full-time, non-contract employee shall receive an incentive of two hundred dollars (\$200.00) per calendar quarter if the employee uses no sick leave

during that quarter. Use of any hours, including partial hours, of sick leave will result in the employee receiving no payment for that quarter. Any employee who uses no sick leave for a calendar year shall receive an additional two hundred dollar (\$200.00) incentive. The employee shall receive all such incentive payments at the end of each calendar quarter. Any payment shall reflect applicable federal, state, and local withholdings. Sick leave used for Worker's Compensation leave as defined in the Employee Handbook shall not be considered sick leave used for purposes of this paragraph.

As a part of the sick leave incentive, as of December 31, 2007, those employees having a sick leave balance will have those hours banked. Future accruals will not be added to the hours banked, however, all banked hours and any accruals will continue to show on the individuals pay stub to be used should the hours be needed for illness. The banked hours will be held until retirement, death or lay-off, at which time not more than 1200 banked hours may be converted to vacation time at the ratio of one-to-one for the first three hundred hours and three-to-one for the remaining nine hundred hours.

F. Sick leave conversion. Prior to retirement, an employee with a banked sick leave balance of 280 hours up to a maximum of 1200 hours may convert the balance to vacation or pay at a rate of 5:1. However, there must be 240 hours remaining, and such conversion may only be made by written application to the Finance Department during the month of April, and pay, when requested, will be made on or before May 20th. Should an employee on lay-off (who has converted sick leave to vacation) return to City employment, they may within one year of reinstatement repurchase their accumulated sick leave by repaying at the same rate as the pay-off. Such repayment may be in cash, by payroll deduction or use of newly accumulated vacation time.

G. Paid Parental Leave: Eligible employees, as defined in the employee handbook, are provided up to twelve (12) weeks of leave after the birth or adoption of his or her child. Of the twelve weeks, eight (8) weeks is Paid Parental Leave paid by the City without the employee having to use her/his accrued vacation and paid sick leave followed by four (4) weeks of Unpaid Parental Leave during which an employee may substitute the unpaid leave with accrued vacation and paid sick leave. Paid and Unpaid Parental Leave can be used as continuous or intermittent leave. The combination of Paid and Unpaid Parental Leave may not exceed twelve (12) weeks.

F.H. Payment of Health Insurance Premiums. For each full-time employee who participates in the City group medical insurance programs, the City will make a per month per employee contribution as determined by the budget during the effective period of this Ordinance for health/medical insurance, major medical, prescription insurance, dental insurance and vision care insurance. The Employee will pay a contribution for single coverage or for family coverage, each pay period, with deductions being made from gross pay before taxes resulting in the cost being reduced.

G.I. Holiday Schedule. There shall be fifteen (15) paid days off for full-time employees as follows: (10 holidays/5 personal days)

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Washington/Lincoln Day (third Monday in February)
Memorial Day (last Monday in May)

Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve
Christmas Day
~~Five-Six (65)~~ Personal Days - ~~480~~ Hours

New employees hired during the year shall have their Personal Hours pro-rated based on initial hire date. With the exception of employees who work a continuous schedule, holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the following Monday.

H.J. Pay for Work on Certain Holidays. Any full-time employee, department heads excluded, who is required by the employee's supervisor to work on a designated holiday as a part of the employee's regularly scheduled duty and within the employee's normal hours of work shall receive pay in an amount equal to one and one-half (1-1/2) times the employee's base hourly rate of pay for all hours actually worked by the employee between the hours of 12:01 a.m. and 12:00 midnight, inclusive, on the designated holiday. When such an employee works on a holiday, the employee shall be entitled to an additional day off in lieu of the holiday.

Employees called to work on a designated holiday (to perform a special project or emergency repair) may receive pay in the amount equal to one and one-half (1-1/2) times the employee's base hourly rate of pay for all hours actually worked on the holiday in addition to the eight hours straight time pay for the holiday at the discretion of the City Manager. (Employees working less than eight (8) hours on a holiday have two options: 1) the employee can claim the eight (8) hour holiday and overtime for the actual number of hours worked; or 2) the employee can claim overtime for the number of hours worked, and use personal, vacation or comp time to make up the remaining hours and receive the holiday off at another time.)

When a calendar holiday falls on either weekend day(s) (including Christmas Eve and Christmas), the following rules apply:

- If an employee works the designated holiday, the employee is entitled to:
 - One and one-half (1-1/2) times their base hourly rate for the hours worked, and a paid day to be taken at another time.
- If an employee works a true calendar holiday(s) that falls on Saturday or Sunday, the employee is entitled to pay at one and one-half (1-1/2) times the base hourly rate for the hours worked.

I.K. Group Life and Accidental Death and Dismemberment Insurance.

The City will pay 100% of the premium for these fringe benefits for coverage in an amount equal to the employee's annual base salary, except that the amount of the insurance coverage provided will be subject to a reduction schedule included in the group policy. Such reductions generally begin at age 65 and are subject to ADEA regulations. These fringe benefits apply only to full-time employees working at least

forty (40) hours per week. The City will pay 100% of the premium group life insurance coverage on the Police Chief in an amount equal to one and one-half (1-1/2) times the Police Chief's annual salary to a maximum of \$175,000.

For each firefighter, the City will pay 100% of the premium for a Firefighter's Accident Policy, not to exceed \$10,000 in insurance coverage.

J.L. Longevity Bonus Pay. Longevity Bonus Pay will only be paid to eligible employees who accrue the required years of service on or before December 31, 2020 and are full-time employees of the City on or before December 31, 2020. To be eligible for Longevity Bonus Pay an employee must meet both requirements.

No partial or proportionate Longevity Bonus Pay will be paid. An employee shall accrue one year of service for twelve consecutive months of full-time employment. Part-time employees who become full-time employees may use hours worked as a part-time employee towards years of credit. Credit will not be given for partial years of service.

Full-time employees who leave the City's employment and are eligible to receive longevity pay based on the anniversary date in 2020~~2~~ shall be given the appropriate longevity payment with final pay. All other eligible employees will receive Longevity Bonus pay in November 2020~~2~~. All eligible full-time employees shall be paid in accordance with the following schedule. Contract employees shall be paid according to the appropriate contracts. The Chief of Police shall be paid longevity according to the current schedule in the Police Supervisors' contract.

After 5 years	\$450	After 18 years	\$775
After 6 years	\$475	After 19 years	\$800
After 7 years	\$500	After 20 years	\$825
After 8 years	\$525	After 21 years	\$850
After 9 years	\$550	After 22 years	\$875
After 10 years	\$575	After 23 years	\$900
After 11 years	\$600	After 24 years	\$925
After 12 years	\$625	After 25 years	\$950
After 13 years	\$650	After 26 years	\$975
After 14 years	\$675	After 27 years	\$1,000
After 15 years	\$700	After 28 years	\$1,025
After 16 years	\$725	After 29 years	\$1,050
After 17 years	\$750	After 30 years	\$1,075

M. Vacation. An employee shall accrue vacation monthly at the following rates listed in the table below, unless otherwise covered by a collective bargaining unit. The City Manager may adjust vacation accrual rates, at the time of hire, based upon previous experience in the public, nonprofit, or private sector. The employee begins accruing vacation leave immediately but may only take leave during the first year with City Manager approval.
~~At the end of the first year (after 12 months) a non-contract employee will be credited~~

Tenure	Vacation Hours
After 12 months (1 year)	80
After 24 months (2 years)	88
After 48 months (4 years)	96
After 60 months (5 years)	104
After 72 months (6 years)	112
After 84 months (7 years)	120
After 96 months (8 years)	128
After 108 months (9 years)	136
After 120 months (10 years)	144
After 132 months (11 years)	152
After 144 months (12 years)	160
After 156 months (13 years)	168
After 168 months (14 years)	176
After 180 months (15 years)	184
After 192 months (16 years)	192
After 204 months (17 years)	200

with eighty (80) hours of vacation. At that time the employee will start accruing monthly vacation according to the following schedule:

The City Manager is authorized to grant up to 40 hours of the employee's vacation leave to be used in advance of their first year anniversary on the basis of extenuating circumstances.

K.N. Reimbursement. Employees authorized and required by the assigned supervisor to drive personal vehicles on official City business shall be reimbursed for actual miles driven at the IRS standard mileage rate in effect. Employees who are out of the City on official business or at authorized training functions shall be reimbursed for meals at the actual meal cost not to exceed IRS recognized per diem rate including those rates for high cost cities (receipts are required). The City Manager is authorized to adopt specific procedures regarding travel reimbursement.

L.O. Continuing Education/Tuition Reimbursement. For 2024~~2~~, \$1,000 will be budgeted. Depending upon the availability of funds, an employee may be reimbursed for the cost of tuition and required course books for any job-related course, provided that the employee submits a written request for reimbursement on the appropriate form, with a copy of the course description, before taking the class. If only one employee submits a request for a class and receives at least a "B" average in the class, the employee will receive 50% of the amount budgeted. An employee who receives a final grade of "A" will receive 100% of the amount budgeted as reimbursement. Should there be more than one employee requesting tuition reimbursement, the funds will be distributed equally among those employees who have completed their classes and received their final grades as noted above. For example, if three (3) employees submit requests and all three receive a final grade of "A" for their classes, the amount budgeted will be divided among the three and the funds will be distributed equally at the end of the year. Requests for reimbursement should be submitted to the Human Resources Department, Director Department.

SECTION 8: Applicability

Irrespective of any language or wording herein above, this ordinance shall not be, and no provision or portion hereof shall be, applicable to any employee of the City of Oxford employed pursuant to a written contract relative to wages and working conditions. This entire ordinance is effective and applicable only as to employees whose employment is not covered pursuant to the terms and conditions of a written contract with the City.

SECTION 9: Repeal of Conflicting Ordinances

All other ordinances and resolutions or parts of ordinances and resolutions in conflict with the provisions of this ordinance be and the same are hereby repealed.

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: Mike Smith

ATTACHMENT A

CITY OF OXFORD OHIO

PAY BANDS (202~~1~~2)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
PAY BAND 7		
Annual	<u>\$75,254</u> \$73,050	<u>\$135,242</u> \$131,290
Hourly	<u>\$36.18</u> \$35.12	<u>\$65.02</u> \$63.12
PAY BAND 6		
Annual	<u>\$58,552</u> \$56,846	<u>\$103,917</u> \$100,880
Hourly	<u>\$28.15</u> \$27.33	<u>\$49.96</u> \$48.50
PAY BAND 5		
Annual	<u>\$50,149</u> \$48,672	<u>\$84,469</u> \$81,994
Hourly	<u>\$24.11</u> \$23.40	<u>\$40.61</u> \$39.42
PAY BAND 4		
Annual	<u>\$44,054</u> \$42,765	<u>\$71,448</u> \$69,347
Hourly	<u>\$21.18</u> \$20.56	<u>\$34.35</u> \$33.34
PAY BAND 3		
Annual	<u>\$39,936</u> \$38,771	<u>\$67,350</u> \$65,374
Hourly	<u>\$19.20</u> \$18.64	<u>\$32.38</u> \$31.43
PAY BAND 2		
Annual	<u>\$37,378</u> \$36,275	<u>\$60,611</u> \$58,843
Hourly	<u>\$17.97</u> \$17.44	<u>\$29.14</u> \$28.29
PAY BAND 1		
Annual	<u>\$33,779</u> \$32,781	<u>\$54,787</u> \$53,186
Hourly	<u>\$16.24</u> \$15.76	<u>\$26.34</u> \$25.57

CITY OF OXFORD OHIO

Full-Time Fire Captains' and Firefighter's Policies and Wage Rates

Holidays

Full time Fire Captains and Firefighters working a 24/48 schedule will be paid a holiday check on December 1 of each year. This check will consist of eight (8) hours pay for each of the 10 holidays. If a fire captain or Firefighter is called in to work on an unscheduled Holiday, hours worked will be paid at a double-time rate.

Personal Days

Full time Fire Captains and Firefighters working a 24/48 schedule will be entitled to take two (2) 24 hour personal days per calendar year. These hours must be taken each year and may not be accrued.

Sick Leave

Full time Fire Captains and Firefighters working a 24/48 schedule shall accrue sick leave hours at a rate of 13 hours per calendar month. Sick leave may be accumulated without maximum.

Sick Leave Incentive

Full time Fire Captains and Firefighters working a 24/48 schedule will be eligible to receive a sick leave incentive which is the same as other city employees.

Vacation

Full time Fire Captains and Firefighters working a 24/48 schedule will be eligible for vacation after one year of employment and as follows: on the first anniversary date 72 hours; on the second through ninth anniversary date 120 hours; on the 10th anniversary date and thereafter 168 hours. Full-time Fire Captains and Firefighters can carryover up to one year's vacation accrual plus 72 hours.

Funeral Leave

Full time Fire Captains and Firefighters working a 24/48 schedule will be eligible to take up to two (2) 24 hour days per calendar year for the purpose of attending the funeral of a member of the employee's immediate family. The definition of immediate family is outlined in the Employee Handbook.

Kelly Days

Full time Fire Captains and Firefighters working a 24/48 schedule will be entitled to a Kelly day (day off on the 10th scheduled day) when the employee is scheduled to work 10 24 hour days in a 28 day cycle. This will amount to three or four Kelly days per year depending on each employee's schedule.

Life Insurance

Full time Fire Captains and Firefighters working a 24/48 schedule will be eligible for premium group life insurance (term) coverage in an amount equal to 1.5 times the employee's annual base salary paid for by the City.

Compensatory Time

Full time Fire Captains and Firefighters working a 24/48 schedule are not eligible to receive compensatory time (hours) for overtime hours worked.

All other employee benefits are outlined in the salary ordinance and employee handbook.

Fire Captain Base Salary

2020 <u>2</u>	\$77,962
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20202 Holiday pay check will equal (80 hours total) at \$37.49 per hour or \$2,998.53 total.

Firefighter/Paramedic Base Salary

2020 <u>2</u>	\$69,704.22
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20202 Holiday pay check will equal (80 hours total) at \$33.52 per hour or \$2,680.94 total.

Any newly hired Fire Captain or newly hired Firefighter/Paramedic in 20202 will be paid according to the salary schedule below:

Starting salary	85% of applicable base rate
With 12 mos of service	90% of applicable base rate
With 24 mos of service	95% of applicable base rate
With 36 mos of service	100% of applicable base rate