



Agenda

Oxford City Council

Court House

TUESDAY, NOVEMBER 15, 2011

EXECUTIVE SESSION

7:00 P.M.

1. Roll Call. Richard Keebler, Mayor; Ken Bogard, Vice-Mayor; John Harman; Bob Blackburn; Kevin McKeehan; Kate Currie; Greig Rutherford

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

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

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

3. Public Participation.

A. Proclamation - 'Human Rights and Social Justice Days'.



Proclamation

B. Swearing-In/Police Officers.

C. Public Comments.

The purpose of the Public Comments Section is for members of the Public to speak to the City Council on any subject not scheduled on the Agenda, except Consent Agenda items. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff or other members of the public and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

4. Consent Agenda.

A. Minutes of the November 1, 2011 City Council Meeting. (Mary Ann Eaton, Clerk of Council)



Minutes

B. Report regarding the October 25, 2011 Board of Zoning Appeals Meeting. (Jung-Han Chen, Community Development Director)



Report

C. Report regarding the November 2, 2011 Environmental Commission Meeting. (Mike Dreisbach, Service Director)



Report

D. A Resolution authorizing the City Manager to waive parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in the southern (2-hr) section of Lot 52 from 9:00 a.m. on December 19, 2011 until 6:00 p.m. on December 31, 2011. The two hour restriction for meters in these locations will remain in effect. (Bob Holzworth, Interim Police Chief)



Staff Report/Resolution

5. Resolutions.

1. A Resolution of Council selecting the "No Build" option for the US-27 Routing Study (ODOT PID 80516) and directing the Ohio Department of Transportation to terminate the project and reallocate remaining earmarked funds from PID 80516 to other approved Northwest Butler County Transportation Projects. (Mike Dreisbach, Service Director)



Staff Report/Resolution

2. A Resolution adopting a statement indicating the services the City of Oxford, Ohio will provide to the territory proposed to be annexed to the City of Oxford, Ohio pursuant to a petition filed with the Board of County Commissioners of Butler County, Ohio by Douglas R. Elliott, Jr., Agent for the Petitioners, as provided by Ohio Revised Code Section 709.023. (Doug Elliott, City Manager)



Staff Report/Resolution

3. A Resolution accepting the annexation to the City of Oxford, Ohio of certain territory proposed to be annexed to the City of Oxford, Ohio pursuant to a petition filed with the Board of County Commissioners of Butler County, Ohio by Douglas R. Elliott, Jr., Agent for the Petitioners, as provided by Ohio Revised Code Section 709.023. (Doug Elliott, City Manager)



Staff Report/Resolution

4. A Resolution authorizing the City Manager to approve a payment in the amount of \$135,000 to the Talawanda School District for improvements to University Park Boulevard in accordance with the Pre-Annexation Agreement between the City of Oxford and the Talawanda School District dated April 7, 2009. (Mike Dreisbach, Service Director)



Staff Report/Resolution

5. A Resolution approving the contract between the City of Oxford, Ohio and the Oxford Police Sergeants and Lieutenants, Fraternal Order of Police, Lodge 38 and authorizing the City Manager and City Law Director to sign the contract on behalf of the City. (Doug Elliott, City Manager)



Staff Report/Resolution

6. Ordinances.

A.First Reading

- 1.An Ordinance Amending Ordinance No. 3130. Supplemental Budget Ordinance Number 4 To Make Supplemental Appropriations For Fiscal Year 2011. (Joe Newlin, Finance Director)



Staff Report/Ordinance

B.Second Reading

- 1.An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance Director)



Staff Report/Ordinance

- 2.An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance

Director)



Staff Report/Ordinances

3. An Ordinance Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance Director)



Staff Report/Ordinance

4. An Ordinance Adopting Fees And Charges For Fiscal Year 2012. (Joe Newlin, Finance Director)



Staff Report/Ordinance

5. 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, 2012 Through December 31, 2012. (Donna Heck, Human Resources Director)



Staff Report/Ordinance

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

1. Remarks from City Council and City Staff.

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

WED - Nov 16 Board of Zoning Appeals Meeting 7:30 p.m.

THUR - Nov 17 Recreation Board Meeting 4:00 p.m. Senior Citizens Center

FRI - Nov 18 Student Community Relations Commission Meeting 3:00 p.m. LCNB

MON - Nov 21 Housing Advisory Commission Meeting 7:00 p.m. Municipal Building

WED - Nov 23 Civil Service Commission Meeting 7:00 p.m.

THUR - Nov 24 Holiday - City Offices Closed

FRI - Nov 25 Holiday - City Offices Closed

TUES - Nov 29 City Council Organizational Meeting 7:00 p.m.

TUES - Dec 6 City Council Meeting 7:30 a.m.

WED - Dec 7 Historic and Architectural Preservation Commission Meeting 6:00 p.m.

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

THUR - Dec 8 Community Relations Commission Meeting 5:00 p.m. Municipal Building

THUR - Dec 8 Police Advisory Board Meeting 7:00 p.m. Senior Citizens Center

FRI - Dec 9 Student Community Relations Commission Meeting 3:30 p.m. LCNB

TUES - Dec 13 Planning Commission Meeting 7:30 p.m.

WEDS - Dec 14 Board of Zoning Appeals Meeting 7:30 p.m.

THUR - Dec 15 Recreation Board Meeting 4:00 p.m. Senior Citizens Center

MON - Dec 19 Housing Advisory Commission Meeting 7:00 p.m. Municipal Building

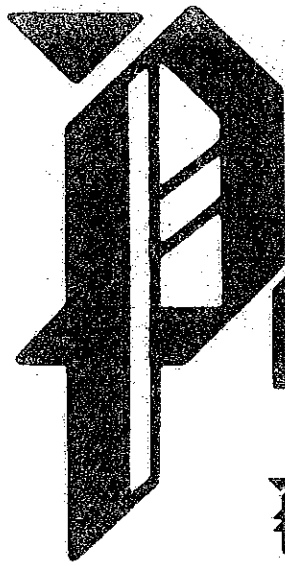
TUES - Dec 20 City Council Meeting 7:30 p.m.

FRI - Dec 23 Holiday - City Offices Closed

MON - Dec 26 Holiday - City Offices Closed

WED - Dec 28 Civil Service Commission Meeting Cancelled

8. Adjourn.



Office of the Mayor

Proclamation

Whereas:

The Center for American and World Cultures at Miami University announce the Eighth Annual Human Rights and Social Justice Program at Miami University "A Call to Action for Social Justice: Bridging and Bonding Across Borders" to be held November 2-18, 2011, and

WHEREAS, the Human Rights and Social Justice Program offers the opportunity to join forces with organizations devoted to the elimination of hunger, homelessness, poverty, modern slavery, human trafficking, domestic violence, bullying, forced migrations, physical and mental abuse, ethnocide, and genocide, to communicate information that raises awareness about human rights and social justice efforts and action in our communities and around the world; and

WHEREAS, the Human Rights and Social Justice Program creates opportunities for students and the large community to be engaged on human rights and social justice networks and service programs (volunteer programs, social service programs, learning service programs, professional development programs and others); and

WHEREAS, this event will include a variety of activities such as the eighth Annual Information Fair and Film Festival, Read-In, a Fall Harvest Party with our developmental disabilities community, an Anti-Bullying campaign, a Safe Zone training, the Human Trafficking workshop, presentation and panel, and a Call To Action related to Human Rights and Social Justice; and

WHEREAS, organizations such as the International Red Cross, the National Underground Railroad Freedom Center, the Center for Holocaust and Humanity Education, the National Center for Homeless Education, the Hope House Rescue Mission, the Housing Opportunities Made Equal (HOME), STOP Aids, the Trade Justice Mission, the Butler County Board of Developmental Disabilities, the American Friends Service Committee, the EDUN Life, the Students for Free Tibet, SPECTRUM, the Women's Center among other organizations will have tables with pamphlets, readings, and promotional materials and multi-media displays explaining their goals, strategies and programs; and

WHEREAS, groups such as Su Casa, the Center for Community Engagement in Over-the-Rhine, the Oxford Interfaith Climate Change Work Group, the Oxford Community Choice Pantry, the Social Action Center, the Center for Civic Engagement-Hamilton, and Oxford Citizens and Miami Students for Peace and Justice will explain their work in the local area, including ways that Miami University students can participate in their efforts in Oxford, Hamilton, Middletown, Cincinnati and neighboring areas; and

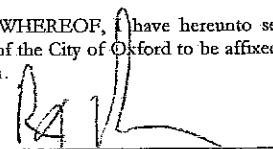
WHEREAS, representatives from Miami University's Office of Community Engagement and Service will be on hand to discuss credit and non-credit opportunities for service learning.

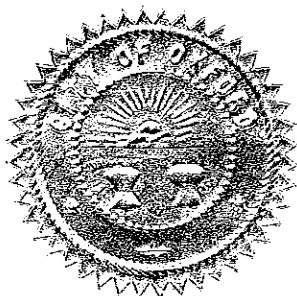
NOW, THEREFORE, I, Richard A. Keebler, Mayor of the City of Oxford, Ohio, do hereby proclaim November 2-18, 2011,

'HUMAN RIGHTS AND SOCIAL JUSTICE DAYS'

and urge all citizens to support this most worthwhile effort to raise awareness about human rights and social justice.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 15th day of November, 2011.


RICHARD A. KEEBLER, MAYOR



A Regular meeting of the Oxford City Council was called to order by Mayor Richard Keebler on Tuesday, November 1, 2011 at 7:15 p.m. Those members present were Ken Bogard, Kate Currie, Greig Rutherford, Bob Blackburn, John Harman and Kevin McKeehan.

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

ADJOURN TO EXECUTIVE SESSION

Mr. Blackburn moved to adjourn to Executive Session in accordance with Ohio Revised Code Section 121.22(G)(1) for the purpose of discussing appointments to Boards and Commissions. Mr. McKeehan seconded. The motion passed by the following roll call:

AYE: Mr. Blackburn, Mr. Bogard, Ms. Currie, Mr. Harman, Mr. McKeehan, Mr. Rutherford, Mr. Keebler (7)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

Mr. Bogard moved to return from Executive Session at 7:28 p.m. Ms. Currie seconded. The motion passed 7-0-0.

PLEDGE OF ALLEGIANCE

Mayor Keebler called for the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION

PRESENTATION **2011 MUSIC FESTIVAL** **AND PIG ROAST**

Ms. Diana Durr, Oxford Visitors and Convention Bureau, noted the 2011 concert series was successful and they were already working on obtaining sponsors for next year. Ms. Durr introduced Jacob Schlichter who created and presented a PowerPoint depicting a recap of the 2011 Music Festival including the sponsors, and the annual Pig Roast.

Ms. Durr thanked all of the sponsors and noted the DVD would be shared with them and with future sponsors. Mayor Keebler thanked the sponsors and thanked Jacob for his efforts in providing the DVD.

PROCLAMATION
'RASKALS DAY'

Mayor Keebler read the Proclamation regarding Random Acts of Simple Kindness Affecting Local Seniors and presented it to Ms. Joyce Stewart.

Ms. Joyce Stewart, thanked Council for allowing her to come before them again this year. Ms. Stewart noted the Raskals program was very successful last fall and 19 clients were served. Ms. Stewart advised the program was so much appreciated and she hoped it would grow each year. Ms. Stewart left brochures for those wanting more information regarding the Rascals program.

PROCLAMATION
'CHANGE YOUR CLOCK
CHANGE YOUR BATTERY DAY'

Mayor Keebler read the Proclamation which reminded everyone to change the batteries in their smoke alarms when setting their clocks back this weekend. Mayor Keebler presented the Proclamation to Chief Detherage.

APPOINTMENTS TO
BOARDS AND COMMISSIONS

Mr. Bogard moved to appoint Chris Weaver as a Talawanda School District representative to the Recreation Board for a term ending June 30, 2014 and Hannah Ruby as an ex-officio student representative for a term ending June 2012. Ms. Currie seconded. The motion passed 7-0-0.

PUBLIC COMMENTS

Mr. Steve Dana, 6314 Fairfield Road, member of the Board of the Oxford Community Choice Pantry, advised the Oxford Community Choice Pantry was a non-profit collaborative community effort of local faith communities, civic organizations, businesses, Miami University and caring individuals whose mission was to alleviate food insecurities among residents of the Talawanda School District. Mr. Dana noted they respected and served all members of the community without regard to race, gender or religious affiliation. Mr. Dana advised the pantry sought to empower families and honor their dignity by giving them responsibility for their food choices while highlighting healthy options and providing nutrition information. Mr. Dana provided a profit and loss report to Council and noted monetary donations were down 8% from last year and food expenses were up 58% this year partially due to cutbacks in federal and state food available through Shared Harvest. Mr. Dana noted payroll expenses had increased 20% as an additional part-time person was needed to pick-up and stock food. Mr. Dana advised with the decrease in donations and increases in expenses coupled with an increase in new families visiting the pantry they had a deficit of over \$11,500.

Mr. Dana asked Council to include \$7,200 or \$600 a month for the Oxford Community Choice Pantry in the City's 2012 budget.

Ms. Amy Greenbaum, 316 Sandra Drive, noted the OCCP was very grateful for the volunteers who made it possible for the pantry to address the hunger needs of the community.

Ms. Joan Potter Sommer, Executive Director, Oxford Seniors, noted with her this evening was the President of the Board, Jean Dockery, Second Vice President, Marilyn Young, Trustee, David Brooks, family members of clients, Mary Glasmeier and Gerardo Brown. Ms. Potter Sommer advised the group would provide additional information to Council as they prepared next year's budget and would answer any questions Council may have regarding Oxford Seniors.

Ms. Marilyn Young, 704 David Drive, noted she was a member of the Oxford Seniors and attended functions there on a regular basis. Ms. Young discussed the many activities, programs and services available at Oxford Seniors including: stain glass making, wood carving, quilting, water color painting, knitting, book club, bible study, line dancing, ballroom dancing, exercise class, pool and shuffleboard games, receiving a hand or foot massage, receiving assistance with computer usage, tax returns and healthcare forms, flu shots, hot lunches, enjoying a movie or TV with friends, signing up for trips to Wal-Mart, Jungle Jim, Cincinnati museums, malls and other special events. Ms. Young noted the center was a very active place with 556 members ranging in age from 50 to 103. Ms. Young discussed the needs or desires of many of the members including: those who wanted to learn something new, those who were alone and wanted companionship and activity, those with an aging body who wanted to keep it strong and flexible, caregivers who needed a break, those who liked to sing, dance, play games and have a hot lunch or supper and a movie with friends, those who needed help planning the care of an elderly parent, those with no transportation, those looking for intellectual stimulation with persons their own age and those who did not feel old but wanted to remain active. Ms. Young inquired what Oxford senior citizens would do and where they would go to find a single affordable place with a program that met their needs and concerns if Oxford Seniors was forced to reduce services or to close.

Ms. Mary Glasmeier, 4420 Oxford Trenton Road, advised her mother had a stroke approximately 7 years ago and could not be left alone. Ms. Glasmeier noted she chose to keep her mother at home with her rather than putting her in a nursing home and she found out about the Adult Day Care service. Ms. Glasmeier advised utilizing the Adult Day Care allowed her to focus on her job during the day knowing her mother was being well cared for. Ms. Glasmeier noted the program was amazing and she and her mother felt like they had an extended family which included the staff at the Adult Day Care.

Mr. Gerardo Brown-Manrique, 947 Silvoor Lane, advised his father was 95 years old and attended the Adult Day Care. Mr. Brown-Manrique noted the service provided there may seem innocuous to the rest of us and they did look after their members. Mr. Brown-Manrique advised he received an email or phone call from the Adult Day Care if anything was wrong with his father. Mr. Brown-Manrique noted he didn't think everyone approaching that age necessarily thought ahead about the kind of service the Oxford Seniors provided and they needed to be supported the most.

Ms. Anna Dragovich, Graduate Student at Miami, addressed Council on behalf of Parking and Transportation Services, Faculty Health Services and Miami's Sustainability Committee. Ms. Dragovich invited members of the community to participate in Miami's "On the Move Green and Healthy Transportation Day" on Tuesday, November 15, 2011 from 9:00 a.m. to 4:00 p.m. at the Shriver Center. Ms. Dragovich noted this was an open house format for students, faculty, staff and community members to learn about the current transportation system and the issues Miami was facing, review plans to expand pedestrian and bicycle infrastructure, plans to improve Miami Metro and plans to promote smart parking policies on campus. Ms. Dragovich advised participants would be able to provide feedback on the plans and make comments on how they felt the system could be improved. Ms. Dragovich noted participants could experience alternative transportation by riding the Miami Metro, riding the smoothie blender bike and checking out an electric car.

Mr. Tom Schaber, North Patterson Avenue, brought to Council's attention his concern with the red light at Patterson and High Streets. Mr. Shaver noted he felt the intersection was dangerous because of 18 wheelers turning left with cars going to the right of them to make the green light and students crossing to go to the business school. Mr. Shaver advised students could not see beyond the 18 wheeler and he was certain someone may get hit in the intersection. Mr. Shaver noted he felt the intersection should be turned back into a 4 way stop.

CONSENT AGENDA

MINUTES

Minutes of the October 4, 2011 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes of the October 18, 2011 City Council Work Session. (Mary Ann Eaton, Clerk of Council)

REPORTS

Report regarding the September 28, 2011 Civil Service Commission Meeting. (Donna Heck, Human Resources Director)

Report regarding the October 5, 2011 Environmental Commission Meeting. (Mike Dreisbach, service Director)

Report regarding the October 26, 2011 Civil Service Commission Meeting. (Donna Heck, Human Resources Director)

RESOLUTIONS

RESOLUTION **ADVANCED PROPERTY** **TAX PAYMENT**

A Resolution No. 4637 authorizing the City Manager to request advanced payment of property taxes to the City in 2012 from Butler County. (Joe Newlin, Finance Director)

RESOLUTION
2012 CDBG PROGRAM

A Resolution No. 4638 authorizing the City Manager to submit to Butler County the following eligible project (s) designated as the City's portion of the 2012 Community Development Block Grant (CDBG) Program. (Mike Dreisbach, Service Director)

RESOLUTION
TRI LEASE

A Resolution No. 4639 granting the Talawanda Recreation, Inc. (TRI) a two (2) year lease and authorizing the City Manager to execute the new lease. (Gail Brahier, Parks and Recreation Director)

RESOLUTION
ENGINEERING SERVICES
AGREEMENT

A Resolution No. 4640 authorizing the City Manager to sign Amendment No. 3 of the agreement for engineering services with Arcadis U.S., Inc. extending the expiration date from December 31, 2011 to December 31, 2015. (Mike Dreisbach, Service Director)

Ms. Currie moved to approve the consent agenda. Mr. Blackburn seconded. The motion passed 7-0-0.

RESOLUTION
ADDENDUM TO
EXISTING AGREEMENT

A Resolution No. 4641 authorizing the City Manager to enter into an addendum to the agreement between the City of Oxford and D&B Family Limited Partnership to amend a nonconforming agreement regarding 221 E. Vine Street, Oxford, Ohio 45056. (Jung-Han Chen, Community Development Director)

Mr. Chen advised the proposed Resolution would allow an amendment to be accepted to take care of an existing housing agreement executed in 1999 which allowed for a non-conforming lodging house use to continue. Mr. Chen noted the owner would like to demolish the lodging house and build a 2 family conforming use on the same lot.

Mr. McHugh referred to page 38 of the agenda and suggested an amendment to add Item C. as follows: 'The property lies within the R2MS Single and Two Family Mile Square Residential Zoning District'.

Mr. Rutherford moved to add the amendment. Mr. Harman seconded. The motion passed 7-0-0.

Ms. Currie asked for clarification as to why the agreement was needed. Mr. Chen advised the original document was recorded and an amendment needed to be attached to the original document stating the use of the property was conforming.

Mr. Rutherford referred to item 11 on page 41 of the agenda 'This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties and shall continue in full force and effect as long as the Property is used and occupied as contemplated herein' and inquired if the modification of the agreement would render the agreement null and void. Mr. McHugh advised the original 1999 agreement was recorded and placed in the chain of title and staff was attempting to place in the chain of title a new document still binding but stating it would be a conforming use once the two family dwelling was constructed.

Mr. Blackburn commended the property owner and the Community Development Department for working together to resolve the issue.

Mr. Rutherford advised he viewed the BZA meeting online as they discussed the variances that were granted and they felt as the housing stock aged in Oxford they would have many more discussions regarding non-conforming uses and that section of the Planning and Zoning Code would become increasingly relevant. Mr. Rutherford noted he believed it was incumbent upon Council and the Planning Commission to look at that section of the code when the BZA publically stated they expected to see many more of these applications and something needed to be done to remedy the problem with that section of the code.

Mr. Blackburn moved to adopt Resolution No. 4641. Mr. Harman seconded. The motion passed 7-0-0.

ORDINANCES

FIRST READING

ORDINANCE

2012 BUDGET

An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance Director)

Mr. Elliott advised a Work Session was held on October 18, 2011 and Council reviewed the proposed budget and heard funding requests from local agencies. Mr. Elliott noted the proposed budget did not include any new full-time positions and did not eliminate any existing positions. Mr. Elliott advised the propose budget included a 2% pay adjustment for employees in line with the Police Contracts. Mr. Elliott noted the General Fund operating expenditures were up 2.8% over the previous year at 8.7 million dollars total. Mr. Elliott advised the General Fund transfers were up by 40.5% and reflected increased transfers to the Capital Improvement and Equipment Funds which included \$300,000 for street resurfacing. Mr. Elliott advised with the increased General Fund transfers the proposed budget was balanced with an operating surplus of \$21,521. Mr. Elliott noted the proposed General Fund budget was based on several declining revenue estimates. Mr. Elliott noted he believed staff presented a fiscally responsible and sustainable budget and staff was happy to recommend it to Council this evening.

Mr. Newlin referred to pages 45-48 of the agenda and explained adjustments/corrections made to the proposed budget since Council's Work Session on October 18, 2011.

Mr. Paul Brady, 5427 College Corner Pike, noted he didn't think the proposed budget was sustainable since the General Fund operating budget increased 2.8% for the next year and at the same time the operating income decreased. Mr. Brady referred to the 1 ½% increase in income tax and noted Miami University employees received a small raise, Snyder Electric added a few people and construction within the City was even. Mr. Brady noted he felt to get to 1 ½% the general business population would have to be level and he felt the budget was a little too aggressive. Mr. Brady discussed his concerns with the City's ability to maintain and improve infrastructure. Mr. Brady noted historically the City kept a reserve out of the operating budget for future needs and uses and the City did have some fund balances but some of that was stranded and the city had to be concerned about what fund balances could actually be used. Mr. Brady reiterated his concerns with maintaining and improving the City's infrastructure.

Mr. Larry Rankin, 610 French Drive, noted he was a retired Accounting Professor from Miami University and had a working knowledge of budgets, finances and financial statements. Mr. Rankin advised he appreciated Mr. Newlin and his staff for doing the hard work of putting together budgets and keeping track of the accounts and monies. Mr. Rankin noted his concern with the growing cost of the government activities part of the budget which was now 2/3 of the budget and the other 1/3 was business activities. Mr. Rankin advised he looked at growth in the government activities expenses for a six year period and his calculations suggested an average increase of 7% per year. Mr. Rankin noted he looked at the government activities revenue over the same time period and they grew approximately 5% per year. Mr. Rankin advised he felt this suggested some real budgetary issues and noted over the six year period there was little population change and little inflation which concerned him. Mr. Rankin stated the revenue side of the budget was gloomy and suggested looking at user charges. Mr. Rankin inquired if the City looked at the efficiency of how services were delivered now that the Fire and EMS operation was expanded. Mr. Rankin also noted concerns with labor costs including health care insurance and pension benefits.

Mr. Elliott noted he appreciated Mr. Rankin's and Mr. Brady's thoughtful comments. Mr. Elliott advised the City wanted to do its best to provide the services the community felt they needed in a sustainable manner. Mr. Elliott noted the proposed budget showed the General Fund operating expenditures at 8.7 million dollars which did not include transfers as that depended on how much was transferred to the Capital Equipment and Capital Improvement Funds. Mr. Elliott noted in 2009 that number was 9 million. Mr. Elliott advised he constantly challenged the City's Department Heads to find ways to save money and he would continue to do that. Mr. Elliott noted the 2% pay increase for employees would be offset somewhat by the rather large increase in the employee's contribution towards healthcare insurance. Mr. Elliott advised there were no increases in the employee's contribution to healthcare insurance last year but the benefit level was drastically changed. Mr. Elliott noted the City was doing its best to continue to provide all services to the community in a cost effective manner and he did appreciate the comments received tonight as the budgeting process was very challenging.

Mayor Keebler advised Council needed to discuss whether or not they wanted to increase the community assistance funding as another group asked for funds in the amount of \$7,200.

Mayor Keebler noted the Senior Center asked for a significant increase in funding and advised they received additional support as the building was owned by the City and utilities and maintenance was paid by the City. Mayor Keebler noted these were trying times for the City and for the agencies and in many cases the City didn't have a lot of control over what services were offered by the agencies yet there was an expectation that tax dollars would be used to help support the agencies. Mayor Keebler suggested that Council discuss the level of funding and how to support the agencies long before budget time next year. Mayor Keebler advised Council should decide tonight whether or not to increase the proposed \$142,145 budgeted for community assistance funding.

Mr. Bogard suggested maintaining the proposed amount budgeted for community assistance and noted the City Manager provided funding options for each agency for a total of \$142,145. Mr. Bogard advised Council would need to decide whether to include the Oxford Community Choice Pantry in the mix. Mayor Keebler inquired when the community assistance funding decisions should be made and Mr. Bogard advised either tonight or at the second reading on November 15, 2011.

Ms. Currie noted she felt the funding should stay at \$142,145 as difficult as that would be. Ms. Currie noted it was important to address these issues long before the next budget season as she felt Council had fallen into a long pattern of funding whatever was funded to each agency the year before. Ms. Currie advised now Council was presented with a funding request from the Oxford Community Choice Pantry who was no less in need or deserving of assistance than the other agencies.

Mr. Harman agreed with Ms. Currie and added he felt the decisions should be made by this Council rather than the new Council.

Mr. Blackburn advised he felt the funding should stay at \$142,145. Mr. Blackburn noted some of the entities were only supposed to be funded once and suggested researching past minutes or gaining knowledge from previous Council members regarding the issue.

Mr. McKeehan advised he felt the total amount of funding for community assistance should not be increased. Mr. McKeehan noted the pantry did a wonderful job, was a valuable asset to the community, and it might be worthwhile to adjust some funding to assist them.

Mr. Rutherford noted at some point everyone would need the services offered by the Senior Center. Mr. Rutherford advised he didn't know how many people in attendance ever faced the problem of not knowing where or when their next meal was coming from but it was a heart wrenching situation that deserved Council's attention. Mr. Rutherford noted Council's obligation was to the citizens of Oxford and the citizens entrusted Council in regard to issues of being their moral arbiters. Mr. Rutherford advised he felt it was too easy to say \$142,145 was the number Council should stick with because \$600 per month for the Oxford Community Choice Pantry would require an extremely minor reduction in every other line item of the budget. Mr. Rutherford noted it may be that some agencies could reduce their budgets as the responsibility didn't just fall on the City; it fell on others being funded.

Mr. Bogard noted the need to look at the history of what Council's role had been regarding the funding of agencies and establish what the criteria was and whether Council should be in the business of funding agencies. Mr. Bogard advised Council needed to look at their obligation to agencies that had been funded every year for many years.

Ms. Currie disagreed with Mr. Rutherford's comment about the easy option being to stay at the proposed \$142,145 for agency funding. Ms. Currie noted Council didn't have the option of asking agencies to reduce their funding requests; it was Council's job to take the funds and reallocate them which was a terrible decision to have to make.

Mayor Keebler asked Council to think about the funding options and noted the final decisions would be made at the next meeting. Mayor Keebler advised he would like to know who the Oxford Community Choice Pantry served noting if the agencies served citizens in the townships, the townships should take some responsibility as well.

ORDINANCE
BUDGETED TRANSFERS

An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance Director)

Mr. Newlin referred to his staff report as presented on pages 55-57 of the agenda and noted a separate Ordinance was required to make the transfer of money from one fund to another to help fund projects or the actual operations of a certain fund. Mayor Keebler noted the transfers were already approved in the proposed budget.

ORDINANCE
BUDGETED ADVANCES

An Ordinance Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2012. (Joe Newlin, Finance Director)

Mr. Newlin referred to his staff report as presented on pages 60-61 of the agenda and noted the advances were incorporated in the proposed budget. Mr. Newlin noted advances were usually done when revenue was expected through state or federal means. Mr. Newlin advised the money had to be available to be encumbered and once it was spent and received it would be repaid to the fund it was advanced from.

ORDINANCE
2012 FEES

An Ordinance Adopting Fees And Charges For Fiscal Year 2012. (Joe Newlin, Finance Director)

Mr. Newlin advised department heads proposed various changes to the fee structure and if Council needed the rationale for those changes they could ask the department heads who were in attendance this evening.

Mayor Keebler referred to pages 63-80 of the agenda and noted the changes were highlighted in bold. Mayor Keebler advised the major changes were in the refuse fund due to the 2.5% increase in the City's contract with Rumpke.

ORDINANCE
2012 SALARIES

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, 2012 Through December 31, 2012. (Donna Heck, Human Resources Director)

Mr. Elliott referred to the staff report as presented on page 81 of the agenda and noted the proposed Ordinance included a 2% pay increase for full-time employees and an increase in the employee's contribution to healthcare insurance from \$29.61 for family coverage each pay period to \$59.23 for family coverage each pay period. Mr. Elliott advised that was a substantial increase coupled with the changes made in benefits last year which were necessary since the City was self insured.

Mayor Keebler noted there were still some authorized positions that were not filled and Council appreciated that. Mayor Keebler advised the proposed Ordinance was in line with what Council discussed at their Work Session.

ORDINANCES
SECOND READING

None.

ANNOUNCEMENTS

Mr. Elliott advised he provided Council with 5 community assistance funding options keeping the same level of spending. Mr. Elliott noted a breakdown was requested from the Senior Center regarding programs that were wholly or partially funded by City of Oxford tax payer dollars. Mr. Elliott noted of the 18 participants in the Adult Day Care program only 6 were residents of the City of Oxford. Mr. Elliott noted he didn't think believe the townships were contributing to the program. Mr. Elliott offered to assist Council in any way he could to help make the funding decisions.

Mr. Elliott referred to Mr. Brady's comments regarding maintenance of the City's infrastructure. Mr. Elliott advised within the sewer fund the City would spend 3.2 million dollars in 2012 for capital improvement projects including 2.4 million for the digester rehabilitation and 800,000 for other capital improvement projects. Mr. Elliott noted within the water fund 1.6 million dollars would be spent to upgrade the water main on High Street and the water main on US-27 South. Mr. Elliott advised in 2011 \$689,000 was spent on capital equipment and capital improvement projects.

Mr. Elliott advised the annexation petition for the Miami Heritage Tech Park property was filed with the Butler County Commissioners yesterday. Mr. Elliott noted the township would continue to receive property tax under the Expedited Type II Annexation procedure.

Mr. Elliott advised he and members of staff had met with the director of the Lane Library to discuss potential sites for a new library. Mr. Elliott noted he felt this was an exciting project for the community.

Mr. Dreisbach noted he perceived a negative aura in discussions regarding the budget, the lack of road resurfacing and the comment that \$300,000 wasn't included in this year's budget. Mr. Dreisbach reminded everyone that the North US-27 Phase III project was completed this year which was a project that had been talked about for decades. Mr. Dreisbach noted the nearly 15 million dollar project finally came to fruition and much of it was funded by other sources. Mr. Dreisbach advised much of Main Street was reconstructed and repaved which was a \$600,000 project. Mr. Dreisbach noted in December a contract for reconstructing a block of High Street would be coming to Council and the funds were already encumbered. Mr. Dreisbach advised he wanted to point out some of the good things that had been done this year and would continue to be done. Mr. Dreisbach advised in talking to his colleagues in Butler and Hamilton counties Oxford was the envy of many other cities that wouldn't have an approved budget by the end of the year which was difficult in terms of morale and motivation. Mr. Dreisbach thanked Mr. Elliott, Mr. Newlin and Council for giving city departments the tools to make their jobs much easier.

Mayor Keebler thanked Mr. Dreisbach for his efforts in obtaining transportation grants which were successful as a result of his diligence.

Ms. Brahier thanked the business community and the public for participating in the Halloween event last week.

Ms. Brahier noted the Veterans Day ceremony would take place next Friday at noon in the Uptown Park to recognize veterans locally.

Ms. Brahier advised the Holiday Festival would take place December 2, 2011.

Mr. Kyger advised MOON Market was open which was a Revolving Loan Fund project. Mr. Kyger noted in 2 ½ years Council had helped five new businesses get started through the City's Revolving Loan Fund program.

Mr. Kyger referred to Mr. Rutherford's comments regarding the zoning code and noted there were property owners who wanted to demolish existing structures and build new structures with less density. Mr. Kyger noted in many cases it couldn't be done because the new structure would be nonconforming.

Mr. McHugh advised there would be two Resolutions on the next agenda pertaining to the Miami Heritage Tech Park annexation.

Mr. Blackburn added to Mr. Dreisbach's comments noting 200 trees were being planted along US-27 North.

Mr. Blackburn advised the Kehr Road stabilization project was estimated at 1 million dollars and the City did the project in house for \$40,000. Mr. Blackburn noted City employees and Department Heads were looking for ways to save money and people may not see or hear about that.

Mr. Blackburn encouraged everyone to vote next Tuesday.

Mr. Harman noted there were 5 agencies looking for funding from the City and Council only asked 1 to provide usage numbers. Mr. Harman suggested that Council obtain that information from all 5 agencies. Mayor Keebler noted the information was included the Community Foundation's report to Council and the Family Resource Center included the information in a monthly report that Council received. Mayor Keebler asked Council to look at their draft budget documents and let the City Manager know as soon as possible if they needed additional information.

Mr. Harman suggested that Council reevaluate and review the budget again in mid-year noting Mr. Brady and Mr. Rankin brought up some good points. Mr. Harman suggested Council develop a plan 'B' and if revenues weren't what were estimated there would be other ideas to consider for cost cuts and revenue streams.

Mr. McKeehan encouraged everyone to enjoy the pleasant weather and to make sure they voted next Tuesday.

Mr. Rutherford referred to a letter Council received from Ox-Dog letting Council know they were moving into an advisory position with regard to the 'Bark Park'. Mr. Rutherford thanked Ms. Glasmeier and everyone involved in the community driven effort to establish a dog park. Mr. Rutherford noted as they moved away from the maintenance of that facility he wasn't sure how the Parks and Recreation budget would be affected.

Mr. Rutherford referred to the OKI Water Quality Management Plan document that Mr. Bogard provided to Council and encouraged all Council members to read the document. Mr. Rutherford noted the document spoke to the Clean Water Act and some requirements that would be incumbent upon the City to pay attention to. Mr. Rutherford requested that the Planning Commission and Environmental Commission members received an electronic copy of the document. Mr. Dreisbach noted the document was available on the OKI website.

Mr. Rutherford noted Council wished they could do more with the City's infrastructure and he would like to provide more. Mr. Rutherford advised his time on Council taught him that City employees did a great job and Mr. Dreisbach's department did a fantastic job with the resources provided to them.

Mr. Bogard referred to the water study and noted to the east of Oxford was one of the largest aquifers in the State of Ohio. Mr. Bogard noted with population growth, more homes and increased water usage, the quality of water could become a big problem even in Butler County especially with the expansion of housing to the east of Oxford.

Mr. Bogard advised Mr. Newlin provided Council with quarterly financial reports which would give Council signals as to what they needed to address in the budget throughout the year.

Mr. Bogard noted as Council looked at infrastructure and expenses they needed to move incrementally in improving infrastructure and services based on the budget so the City remained fiscally stable.

ADJOURN

Ms. Currie moved to adjourn at 9:23 p.m. Mr. Rutherford seconded. The motion passed 7-0-0.

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: November 15, 2011

Jung-Han Chen

Account Code No. #:

Prepared By

Budgeted Amount:

November 7, 2011

Date Prepared

Agenda Title:	Board of Zoning Appeals Meeting Report – October 25, 2011
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Recommendation:	N/A
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DISCUSSION:

Public Hearing:

BZA-05-2011 604 & 606 S. Main Street, Sections 1143.03(c)(3)C.1; 1143.03(c)(3)C.3; 1149.04(b)(3) total lot coverage, front yard coverage and driveway setback, JPR Enterprises, Applicant

The Appellant proposed to exercise their right to an easement established on 604 S. Main for the purpose of constructing a driveway. The variances were being applied for by the owner of 606 S. Main, but the variances would actually be applied to the property at 604 S. Main. Variances requested are listed below:

- **Section 1143.05(c)(4)A1:** The total lot coverage for lots with vehicular access from a public street in the "R2MS" Single and Two-Family Mile Square Residential District shall not exceed 35% of the lot.
The total lot coverage will increase from 34.93% to 46.65%
- **Section 1143.05(c)(4)A3:** The maximum front yard lot coverage for lots with vehicular access from a public street in the "R2MS" Single and Two-Family Mile Square Residential District shall not exceed 25% of the front yard.
The front yard lot coverage will increase from 31.75% to 46.75%
- **Section 1149.04(b)3: Residential Vehicle Management Regulations:** Driveways shall be a minimum of 2 feet from a side lot line.
The driveway has a 1-foot setback from the side property line.

In 2010, the Board of Zoning Appeals denied the Applicant's request to permit two parking spaces in the front yard, but granted a variance from the on-site parking requirement. Recent violations have included parking in the grass in the front yard (along the south side of the house) and driving through the grass on the north side of the property and parking on the concrete patio at the rear of the property. The major concern was the potential damage made by the violators driving over an existing storm sewer line. The Engineering Department expressed that the Appellant would be held responsible for any damage done to the storm sewer line as a result of the possible driveway construction.

After considering and weighing facts and circumstances as they related to the Decision Standards, the Board found that there was not enough practical difficulty shown to warrant granting the variances to Sections 1143.03(c)(3)C.1; 1143.03(c)(3)C.3; 1149.04(b)(3) and voted 5-0-0 to **DENY** the application as presented.

BZA-06-2011 135 W. Central & 711 S. College, Appeal of Administrator's Decision Section 1137.07(a) to allow for the continuance of a nonconforming 3-Family Rental, Jim Clawson, Agent

The Appellant has filed an Appeal of Administrator's Decision to deny a rental permit application. The property is a discontinued, nonconforming 3-family located on the southeast corner of W. Central & S. College Avenue.

The Zoning Administrator's interpretation and position was that there was no evidence the units had continuously been rented since the expiration of the rental permits in 2005. Additionally, the utility records did not show frequent changeover, which would be common with active rentals. Staff denied the rental permits based on the documents on file with the City and the evidence presented that the property has been discontinued as a 3-family dwelling.

At the Hearing, the Appellant failed to provide documentation or identify what, if anything was wrong with the decision. After discussion among the BZA and with the Applicant, and property owner, the BZA granted them a Continuance to allow more time to provide adequate proof that the property had been a rental after 2005.

Several Persons with Standing provided testimony that the property had not been used as a rental; but that only relatives had occupied the property. The Applicant is to attend the November 16, 2011 meeting for their Continuation.

Old Business: There was none.

New Business There was none.

The November meeting will take place November 16, 2011 at 7:30 p.m. at the Oxford Courthouse.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JHC 11/7/11

[Signature] 11/12/11

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: November 15, 2011

Service Department
Originating Department

Account Code #: N/A

David Treleaven
Prepared By

Budgeted Amount: N/A

November 3, 2011
Date Prepared

Agenda Title:	Environmental Commission Meeting of November 2, 2011
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Recommendation:	For Review and Consideration
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Discussion:

Environmental Commission members present at the Wednesday, November 2, 2011 meeting were: Chair, Mr. Charlie Ford; Planning Commission Representative, Mr. Ted Wong; Mr. Vince Hand, Ms. Kelly Church, and Mr. Kevin Armitage. A quorum was present. Vice-Chair, Mr. Wright Gwyn, and City Council Representative, Mr. Greig Rutherford had previously notified the Commission that they would be unable to attend the meeting.

Minutes from the October 5, 2011 Commission meetings were unanimously accepted as presented.

Mr. Ted Wong summarized the Municipal Energy Efficiency Sub-Committee's October 12th meeting that examined investigations/projects that the Sub-Committee could consider. Suggestions included collaboration with Miami University's Alternative Transportation Plan, energy efficiency in municipal buildings and facilities, energy efficiency requirements for new construction, a wind energy project at the former Nike site, and fostering recycling awareness with off-campus students. A copy of the meeting minutes as prepared by the Sub-Committee is attached.

Commissioners discussed the scope of the Oxford-specific storm water management ordinance. It was concluded that as the scope of the project is large and involved, it may require the attention of the Commission as a whole rather than a Sub-Committee. It was concluded to temporarily suspend activities on the Municipal Energy Efficiency sub-Committee and focus the Commission's attention on storm water ordinance development.

Commissioners discussed introducing the Environmental Commission to the new City Council members following the upcoming November 8, 2011 elections. Mr. Charlie Ford stated that there was to be a training session for newly elected City Councilors following the November 8th elections. Staff was instructed to investigate if the Commission's presentation could be included in the training session.

The Commission adjourned at 7:50 p.m. The next regularly scheduled meeting of the Environmental Commission is on Wednesday, December 7, 2011 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

Approved By:	Department Head:	Initial	Date
		<u>WTF</u>	<u>11/8/11</u>
	City Manager:	<u>DAE</u>	<u>11/11/11</u>

Meeting Minutes

City of Oxford Environmental Commission Energy Efficiency Subcommittee Meeting

Wednesday October 12, 2011
7:00 pm

Environmental Commission Subcommittee members present:
Kevin Armitage, Wright Gwyn, Ted Wong

The discussion started at 7:00 pm.

Ted Wong started the discussion with a suggestion that the energy Efficiency Subcommittee (Subcommittee) needs to generate possible ideas that the Subcommittee could investigate in the coming months. Issues or topics will be brought to the Environmental Commission for feedback and review. He also pointed out that the Subcommittee should seek approval or solicits the Planning Commission or City Council for ideas before proceeding on its own.

Kevin Armitage suggests another tangent on Miami's Alternative Transportation plan. Alternative fuels and vehicles could use further study. The Open Fuel Standard Act will requires that 50% of the vehicles made in the U.S. be designed to operate on non petroleum based fuel.

Wright Gwyn suggests that Miami Metro routes could be the subject of study. Questions he raised: Are the routes the most efficient possible? Does frequency of service and hours of operation coincide with actual demand?

Wright Gwyn mentions that Miami University has invested heavily in geo-thermal energy sources and that this could be something the city could look into. He also mentions that the city could improve on energy efficiency in its buildings and infrastructure. The topic could be forwarded to the City Council for consideration.

Kevin Armitage adds that it is the subcommittee's impression that city buildings are rich in potential for energy savings. An energy audit could be revealing.

Wright Gwyn suggests that energy efficiency requirements for new construction in the city. The Subcommittee could look into what other communities have done.

Kevin Armitage suggests collaborative effort between Miami University and Duke Energy for the old Nike site that would involve wind energy.

Wright Gwyn suggests that the Subcommittee tap into the resources of the Institute of Environmental Sustainability (IES) at Miami University. And inquire about getting a study done on energy and new residential structures.

Kevin Armitage suggests contacting Susie Zazycki at IES for possible study ideas.

Ted will talk to David Treleaven and ask him what more can be done about recycling in the city and how the Subcommittee might be able to help with efforts to improve it.

Wright suggests Miami Students could participate more in their recycling efforts and that recycling information could be included in an orientation to students living in the city and that the Subcommittee could put together a presentation for students.

Kevin Armitage states that the Subcommittee work to advance IES's work.

Kevin Armitage suggests automobile restrictions or fees for students with cars.

In summary, ideas for Energy Efficiency Subcommittee to work on include the following:

- Collaborate on Miami Universities Alternative Transportation Plan;
- Study energy efficiency in city buildings;
- Energy Efficiency requirements for new construction;
- Wind energy for old Nike site and collaborative effort between Miami University and Duke Energy;
- Solicit IES for ideas and collaboration; and
- Recycling efforts and student awareness.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager:	Douglas Elliott	Police Originating Department
Council Meeting Of:	November 15, 2011	R.B. Holzworth
Account Code No. #:	N/A	Prepared By
Budgeted Amount:	N/A	November 7, 2011 Date Prepared

Agenda Title: A resolution to provide free 2-hr parking at meters on High Street, East and West Park, a portion of Lot 52, and Poplar, Main and Beech Streets, between Church and Walnut during the 2011 Christmas / New Year holiday season.

Recommendation: Approve

Discussion:

The Parking Unit recommends that **FREE** 2-hr holiday parking be provided at the meters on High Street (between Campus and College), East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut & Church, and the southern section of Lot 52, starting on Monday, December 19, 2011, at 9:00 a.m. and ending on Saturday, December 31, 2011, at 6:00 p.m. Normal operations will resume on Monday, January 2, 2012.

The meters will be bagged with red, plastic covers that read as follows: "Happy Holidays, FREE PARKING (2HR LIMIT)." This has been very well received by merchants and shoppers in the past and will hopefully continue to be an incentive for residents and visitors alike to come uptown to shop and/or dine.

The OPTAB (Oxford Parking & Transportation Advisory Board) has previously endorsed this holiday tradition.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

[Signature] 11/7/11

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE PARKING METER FEES ON HIGH STREET, EAST PARK PLACE, WEST PARK PLACE, POPLAR STREET, MAIN STREET AND BEECH STREET BETWEEN WALNUT STREET AND CHURCH STREET, AND IN THE SOUTHERN (2-HR) SECTION OF LOT 52 FROM 9:00 A.M. ON DECEMBER 19, 2011 UNTIL 6:00 P.M. ON DECEMBER 31, 2011. THE TWO HOUR RESTRICTION FOR METERS IN THESE LOCATIONS WILL REMAIN IN EFFECT.

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

SECTION 1: The City Manager recommends approval of the proposal of the Police Chief to waive parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in the southern (2-hr) section of Lot 52 from 9:00 a.m. on December 19, 2011, until 6:00 p.m. on December 31, 2011. The two hour restriction for meters in these locations will remain in effect.

SECTION 2: Council hereby accepts the recommendation of the City Manager and Police Chief and authorizes the City Manager to waive parking meter fees on High Street, East Park Place, West Park Place, Poplar Street, Main Street and Beech Street between Walnut Street and Church Street, and in the southern (2-hr) section Lot 52 from 9:00 a.m. on December 19, 2011 until 6:00 p.m. on December 31, 2011. The two hour restriction for meters in these locations will remain in effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER
PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: November 15, 2011

Account Code #: N/A

Budgeted Amount: N/A

Service Department

Originating Department

Michael Dreisbach, Service Director

Prepared By

November 2, 2011

Date Prepared

**Agenda Title: Selection of Option for the Reroute of US27 in Oxford
BUT-Oxford US27 Reroute Study – ODOT PID # 80516**

Recommendation: Approval

Discussion:

One of several projects recommended by the Northwest Butler Transportation Study (NBTS) was the possible reroute of US27 away from High St. and the campus area of Miami University (ODOT PID 80516). The City worked with the Ohio Dept. of Transportation (ODOT) to examine possible alternative routes including Chestnut Street, Main Street, and Locust Street.

A public information meeting was conducted by ODOT at the Talawanda High School on March 30, 2011. The vast majority of comments were not in favor of pursuing this project. The Public Comment Summary is attached to this report.

On October 7, 2011, the City Manager sent a letter to all project stakeholders informing them that Staff intended to recommend a "No Build" option for this project and that any additional comments would be accepted through October 26, 2011. Only one comment was received from a stakeholder recognizing that sufficient funding does not exist for rerouting US27.

Should the City Council desire to move forward with this project, the next step in the process would be to authorize additional environmental review and preliminary engineering for the project. Any additional spending on this project would reduce available funding for the widening and safety improvements planned for US27 South – ODOT PID 81769.

It is Staff's recommendation that City Council authorize the City Manager to direct ODOT to terminate this project, and to transfer all remaining earmarked funds from PID 80516 to other approved projects of the NBTS.

Approved By:

Department Head:

City Manager:

Initial Date
[Signature] 11/3/11

[Signature] 11/2/11

RESOLUTION NO.

A RESOLUTION OF COUNCIL SELECTING THE "NO BUILD" OPTION FOR THE US-27 REROUTE STUDY (ODOT PID 80516) AND DIRECTING THE OHIO DEPARTMENT OF TRANSPORTATION TO TERMINATE THE PROJECT AND REALLOCATE REMAINING EARMARKED FUNDS FROM PID 80516 TO OTHER APPROVED NORTHWEST BUTLER COUNTY TRANSPORTATION PROJECTS.

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

SECTION 1: One of several projects identified in the Northwest Butler County Transportation Study was the possible reroute of US-27 away from High Street and the Campus area of Miami University (ODOT PID 80516). The Ohio Department of Transportation (ODOT) examined possible alternative routes including Chestnut Street, Main Street, and Locust Street.

SECTION 2: A public information meeting was conducted by ODOT on March 20, 2011. The majority of comments received did not support the continuance of this project. The public comment summary is attached hereto as Exhibit 'A'. On October 7, 2011 the City Manager sent a letter to stakeholders informing them that staff intended to recommend a 'No Build' option for this project and that any additional comments would be accepted through October 26, 2011.

SECTION 3: The City Manager and the Service Director recommend that Council select the 'No Build' option for the US-27 Reroute Study (ODOT PID 80516) and direct ODOT to terminate the project and reallocate remaining earmarked funds from PID 80516 to other approved Northwest Butler County Transportation projects.

SECTION 4: Council hereby accepts the recommendation of the City Manager and the Service Director and further finds it is in the best interest of the citizens of the City of Oxford to select the 'No Build' option for the US-27 reroute Study (ODOT PID 80516) and direct ODOT to terminate the project and reallocate remaining earmarked funds from PID 80516 to other approved Northwest Butler County Transportation projects.

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

MAYOR

ADOPTED: _____

ATTEST: _____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

BUT-Oxford US-27 Reroute Study
Public Comment Summary from March 30, 2011

PUBLIC COMMENT SHEETS RECEIVED

	Yes	%	No	%	Undecided	%	TOTAL
Q 1 Do you support the need to reduce pedestrian/vehicle interfacing along US 27 within the City of Oxford?	47	47%	41	41%	12	12%	100
Q 2 Do you feel through trucks should be rerouted away from uptown Oxford and the Miami University campus?	55	55%	44	44%	1	1%	100
Q 3 Do you believe the Locust Street or Main Street alternatives will adequately address the needs of the project?	28	28%	67	67%	5	5%	100

	Tenant	Property Owner	No	TOTAL
Q 4 Are you a tenant or property owner?	9	50	41	100

	Yes	%	No	%	TOTAL
Q 5 Do you own a business along one of the proposed routes?	6	6%	94	94%	100

	Yes	%	No	%	TOTAL	Miami U.	Talawanda
Q 6 Are you a student?	4	4%	96	96%	100	4	0

	Yes	%	No	%	TOTAL	Church	High	Main	Locust	Chestnut
Q 7 Do you use on-street parking along any of the proposed alternatives?	35	35%	65	65%	100	3	4	15	6	19

COMMENTS RECEIVED ELECTRONICALLY THROUGH ODOT'S PID WEBSITE OR VIA E-MAIL

	Yes	No
Do you support rerouting US-27 via the alternatives being considered (Chestnut, Main, and/or Locust)?	1	13

	Yes	No	Chestnut	Main
Are you a property owner?	6	0	5	1

PUBLIC PETITION - SUBMITTED April 13, 2011 to the City of Oxford

633 Signatures opposing the project as currently proposed

Primary reasons for opposing this proposal:

1. Negative impacts on residential neighborhoods (safety concerns)
2. Decrease in quality of life due to increased noise, vibration, and emissions
3. Increased congestion/access issues along Chestnut St.
4. Decreased property values along the selected route
5. Safety concerns related to existing at-grade railroad crossings
6. Loss of on-street parking

Summary:

29 TOTAL IN FAVOR OF REROUTE OPTIONS CURRENTLY PROPOSED
80 TOTAL NOT IN FAVOR OF REROUTE OPTIONS CURRENTLY PROPOSED (not including Petition Signatures)
713 TOTAL NOT IN FAVOR OF REROUTE OPTIONS CURRENTLY PROPOSED (including Petition Signatures) *

* There is likely some overlap between those who submitted a written or electronic comment and those who signed the petition opposing the project.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: November 15, 2011

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

November 8, 2011

Date Prepared

Agenda Title: Resolution adopting a statement indicating the services the City of Oxford, Ohio will provide to the territory proposed to be annexed to the City of Oxford, Ohio pursuant to a petition filed with the Board of County Commissioners of Butler County, Ohio by Douglas R. Elliott, Jr., Agent for the petitioners, as provided by Ohio Revised Code Section 709.023.

Recommendation: Adopt the Resolution.

Discussion:

The proposed Statement of Services Resolution is part of the annexation process for the Miami Heritage Tech Park property.

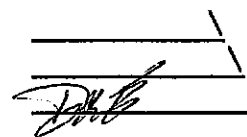
The Ohio Revised Code Section 709.023(C) states in part that within twenty days after the date the petition is filed, the legislative authority of the municipal corporation to which annexation is proposed shall adopt an ordinance or resolution stating what services the municipal corporation will provide.

The petition was filed on Monday, October 31, 2011.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

 11/8/11

RESOLUTION NO.

RESOLUTION ADOPTING A STATEMENT INDICATING THE SERVICES THE CITY OF OXFORD, OHIO WILL PROVIDE TO THE TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF OXFORD, OHIO PURSUANT TO A PETITION FILED WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO BY DOUGLAS R. ELLIOTT JR., AGENT FOR PETITIONERS, AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

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

SECTION 1: Council, having received the notification of a petition for annexation from The President and Trustees of Miami University of Oxford, Ohio, and Joanne Pelley Means, Trustee for 304.704 acres of land in the Township of Oxford, Butler County, Ohio hereby accepts said petition.

SECTION 2: Council hereby adopts this resolution indicating what services the City will provide to the land to be annexed to the City in accordance with Ohio Revised Code Section 709.023(C).

SECTION 3: The City of Oxford, Ohio hereby states that it will provide, upon the finalization of the annexation, the following services to the Territory: law enforcement, recreation programming, maintenance of any and all public streets and alleyways, keeping same open, in repair and free from nuisance, and professional planning staff all shall be available immediately upon finalization of the annexation; in addition, the facilitation of public utility services which include potable water, sanitary and storm sewerage, solid waste collection and disposal, street lighting and fire inspection, fire protection, paramedic and ambulance services, and any and all other services provided to or made available to the Citizens of the City of Oxford, Ohio, as appropriate shall be available as the Territory is developed and such services become appropriate. Extension of all public utility services shall be subject to such regulations and conditions as the City deems appropriate.

SECTION 4: If the Territory becomes subject to zoning by the City and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the Territory was annexed, City Council will require, in the zoning ordinance permitting the incompatible uses, the Petitioner to provide a buffer separating the use of the Territory and the adjacent land remaining within the township.

SECTION 5: The Clerk is hereby directed to forward a copy of this resolution to the Board of County Commissioners of Butler County, Ohio.

SECTION 6: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: November 15, 2011

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

November 8, 2011

Date Prepared

Agenda Title: Resolution accepting the annexation to the City of Oxford, Ohio certain territory proposed to be annexed to the City of Oxford, Ohio pursuant to a petition filed with the Board of County Commissioners of Butler County, Ohio by Douglas R. Elliott, Jr., Agent for the Petitioners, as provided by the Ohio Revised Code Section 709.023.

Recommendation: Adopt the Resolution.

Discussion:

The proposed Resolution is part of the annexation process for the Miami Heritage Tech Park property.

The Ohio Revised Code Section 709.023(D) states in part that within twenty five days after the date the petition is filed, the legislative authority of the municipal corporation to which annexation is proposed and each township any portion of which is included within the territory proposed for annexation may adopt and file with the Board of County Commissioners an ordinance or resolution consenting or objecting to the proposed annexation.

The petition was filed on Monday, October 31, 2011.

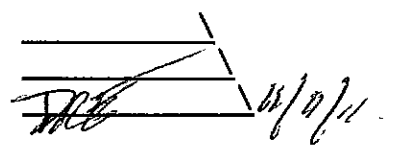
Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

The signature is a stylized cursive mark, possibly reading 'ME'. The date is handwritten as '11/8/11'.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE ANNEXATION TO THE CITY OF OXFORD, OHIO OF CERTAIN TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF OXFORD, OHIO PURSUANT TO A PETITION FILED WITH THE BOARD OF COUNTY COMMISSIONERS OF BUTLER COUNTY, OHIO BY DOUGLAS R. ELLIOTT JR., AGENT FOR PETITIONERS, AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

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

SECTION 1: Council, having received the notification of a petition for annexation from The President and Trustees of Miami University of Oxford, Ohio, and Joanne Pelley Means, Trustee for 304.704 acres of land in the Township of Oxford, Butler County, Ohio hereby accepts said petition.

SECTION 2: Council hereby consents to the annexation petition from The President and Trustees of Miami University of Oxford, Ohio, and Joanne Pelley Means, Trustee for 304.704 acres of land in the Township of Oxford, Butler County, Ohio in accordance with Ohio Revised Code Section 709.023(D).

SECTION 3: The Clerk is hereby directed to forward a copy of this resolution to the Board of County Commissioners of Butler County, Ohio.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: November 15, 2011

Account Code #: 141.720.51101

Budgeted Amount: \$175,000

Service Department

Originating Department

Michael Dreisbach, Service Director

Prepared By

November 2, 2011

Date Prepared

Agenda Title: Release of Payment to Talawanda School District in Conformance with Pre-Annexation Agreement Dated 7 APR 2009.

Recommendation: Approval

Discussion:

In April 2009, the City of Oxford (City) entered into a Pre-Annexation Agreement with Talawanda School District (District). This Agreement, attached as Exhibit "A", outlines City obligations to the District in consideration of the new high school site on University Park Boulevard being annexed into the City.

The City has completed all required improvements including the extension of the City's water system to the property line of the District, made available access to the City's sanitary sewer system, the installation of a sidewalk parallel to US27 from Chestnut Street to University Park Boulevard, and the installation of a traffic control signal at the intersection of US27 and University Park Boulevard.

This project is now near substantial completion and the District is quickly resolving punch list items related to the extension of University Park Boulevard. The City expects resolution of all punch list items no later than November 18, 2011.

The City has completed all obligations required by the agreement except for the payment described in paragraph #6 of the Pre-Annexation Agreement. This payment contributes, up to a maximum of \$135,000, fifty percent of all costs related to the widening, extension, and improvement of University Park Boulevard from US27 to the District property line. The District has submitted documentation of project costs exceeding \$ 270,000.00, therefore a payment of \$135,000.00 is now owed to the District from the City.

This Resolution will authorize the City Manager to approve a payment of no more than \$135,000.00 to the Talawanda School District completing the City's obligation to the District related to the 7 APR 2009 Pre-Annexation Agreement.

Approved By:

Department Head:

Initial

Date

MD

11/3/11

City Manager:

MD 11/2/11

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A PAYMENT IN THE AMOUNT OF \$135,000 TO THE TALAWANDA SCHOOL DISTRICT FOR IMPROVEMENTS TO UNIVERSITY PARK BOULEVARD IN ACCORDANCE WITH THE PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF OXFORD AND THE TALAWANDA SCHOOL DISTRICT DATED APRIL 7, 2009.

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

SECTION 1: The City Manager and Service Director recommend Council authorize a payment in the amount of \$135,000 to the Talawanda School District for improvements to University Park Boulevard in accordance with the Pre-Annexation Agreement between the City of Oxford and the Talawanda School District dated April 7, 2009, herein after referred to as the 'Pre-Annexation Agreement' attached hereto as Exhibit 'A'.

SECTION 2: Council has determined that the payment of \$135,000 to the Talawanda School District will complete the City's obligation to the district in accordance with the Pre-Annexation Agreement.

SECTION 3: Council hereby accepts the recommendation of the City Manager and the Service Director and authorizes the payment of \$135,000 to the Talawanda School District for improvements to University Park Boulevard in accordance with the Pre-Annexation Agreement.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

Exhibit 'A'

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement is hereby entered into this 7th day of April 2009, by and between the City of Oxford, Ohio, a municipal corporation, hereinafter referred to as "City", and Talawanda School District, hereinafter referred to as "Owner".

WHEREAS, the Owner owns property in Oxford Township (hereinafter referred to as "Property"); and

WHEREAS, the Owner would like to construct a new high school on the Property; and

WHEREAS, the Owner and the City would like the Property annexed into the City under certain terms and conditions; and

WHEREAS, the Owner and the City would like to agree in advance on the conditions of such an annexation;

NOW, THEREFORE, the City and Owner hereby enter into this Agreement on the terms and conditions stated below for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Owner agrees to file an annexation petition for the Property to annex it to the City within thirty (30) days after execution of this Agreement.
2. The City has agreed to take those actions required to annex the Property at the earliest time practical after the execution of the Agreement.
3. The City agrees to make municipal water service available to the Property. The cost to install a new water line down University Park Boulevard to the site of the new high school shall be the responsibility of the City. The owner will pay for the material including pipe, gravel, and other required material. The City shall also pay for additional upsizing of the waterline required to serve the Property if in the opinion of the City, the proposed waterline capacity will not support the servicing of the new high school.
4. The City also agrees to make municipal sanitary sewer service available to the Property. The cost of connecting the Property to the nearest existing municipal sanitary sewer service line will be the Owner's responsibility. The installation of such connection to the municipal sanitary sewer service shall conform to the specifications and standards of the City's Ordinances and regulations as applicable. The City shall pay for the upsizing of any existing sanitary lines necessary to support the development of the Property, as determined by the Service Director.

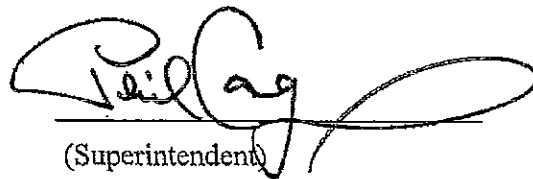
5. The Owner will provide the City Engineer with a detailed storm water management plan for review. The City Engineer shall determine whether the proposed plan to handle additional storm water satisfactorily meets the standards and specifications of the City's Ordinances and regulations as applicable and advise the Owner of any deficiencies that need to be corrected prior to approving the proposed storm water management plan. The Owner shall be responsible for all construction of approved storm water improvements.
6. The Owner shall be responsible for extending and widening University Park Boulevard to the school property line so as to allow access to the new high school. The City shall contribute fifty percent (50%) of the construction, widening and paving costs associated with the extension of University Park Boulevard up to a total not to exceed One Hundred Thirty Five Thousand and 00/100 Dollars (\$135,000.00). The remainder of the construction, widening and paving cost is to be borne by the owner.
7. The City shall be responsible for constructing sidewalks along the north side of University Park Boulevard from US 27 to the school property line and shall pay all costs associated with said construction.
8. The City shall pay for the construction of a temporary sidewalk from Chestnut Street on the west side of US 27 to University Park Boulevard. The sidewalk will be permanently constructed along said street once the widening of US 27 has been completed. The City, State or Federal Government shall pay for the cost of constructing these permanent sidewalks.
9. The Owner shall conduct a traffic impact study for the construction of the new high school on the Property. The City is responsible for the signalization of the entrance/entrances as determined by the Service Director, based on the traffic impact study, as well as turn lane improvements.
10. The Owner shall pay all capacity benefit charges, utility connection fees, and fees for water, sewer and fire service as well as all applicable earning taxes for each independent contractor and subcontractor hired to construct the new high school.
11. The City shall permit the Owner to allow farming of a portion of the land as a non-conforming use.
12. This Agreement is intended to be severable. If any part of the Agreement is deemed unenforceable, the remainder shall be enforced to the extent necessary to accomplish the goals of the Owner to construct a new high school as requested.
13. Any modifications to this Agreement shall require the approval of both parties and shall be in writing.

14. The terms and conditions shall be binding upon the parties herein and all successors and assigns, and these terms and conditions shall run with the land.

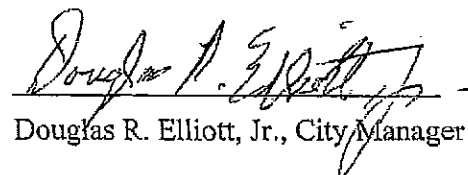
IN WITNESS WHEREOF, the City and Owner have executed this Agreement as of the date first written above.

TALAWANDA SCHOOL DISTRICT

(Signature)


(Superintendent)

CITY OF OXFORD, OHIO


Douglas R. Elliott, Jr., City Manager

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council

Originating Department

Council Meeting Of: November 15, 2011

Donna Heck

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

November 10, 2011

Date Prepared

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

Recommendation: Approval.

Discussion: The Sergeants and Lieutenants contract expired December 31, 2010 and negotiations have been ongoing since that time. As the City and the Union could not agree, the issues were presented first to a fact finder and a conciliator. The fact finder recommended a 2% pay increase retroactive to July 1, 2011, 2% for 2012, and 2% for 2013 and the conciliator accepted the fact finders recommendation.

The Contract reflects the changes in Appendix A. Salary Schedule to remove the formula comparables with the six neighboring Police Departments. The Salary Schedule also reflects the pay increases noted above.

Approval of this Resolution will authorize the City Manager and Law Director to sign the recommended contract, the term of which is three years.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

[Signature] 11/15/11

[Signature] 11/16/11

RESOLUTION NO.

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE CITY OF OXFORD, OHIO AND THE OXFORD POLICE SERGEANTS AND LIEUTENANTS, FRATERNAL ORDER OF POLICE, LODGE 38 AND AUTHORIZING THE CITY MANAGER AND CITY LAW DIRECTOR TO SIGN THE CONTRACT ON BEHALF OF THE CITY.

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

SECTION 1: The City Manager and Interim Chief of Police recommend Council authorize the City Manager and City Law Director to sign on behalf of the City the Contract referred to in substantially the same form as Exhibit "A" ("Contract") with the Oxford Police Sergeants and Lieutenants, Fraternal Order of Police, Lodge 38. The purpose of this Contract is to achieve a mutual agreement and understanding between the aforementioned parties and to establish written protocol for harmonious relations between the parties. The term of this Contract is for three (3) years from January 1, 2011 through December 31, 2013.

SECTION 2: Council hereby accepts the recommendation and approves the contract finding that the contract will benefit the community and it is in the best interest of the City to authorize the City Manager and City Law Director to sign the contract on behalf of the City.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Exhibit "A"

CONTRACT

Between

THE CITY OF OXFORD

And

THE OXFORD POLICE
SERGEANTS AND LIEUTENANTS

FOP LODGE 38

January 1, 2011 – December 31, 2013

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This agreement, made and entered into on the 15 day of November, 2011 in the City of Oxford, County of Butler, State of Ohio, by and between the City of Oxford, hereinafter called "City" and the Fraternal Order of Police, Lodge 38, hereinafter called "Police", has as its purpose the promotion of harmonious relations between the City and the Police, the formalization of the complete agreement between them on all matters pertaining to wages, hours or terms and other conditions of employment, and the establishment of an equitable and peaceful procedure for the resolution of differences which may arise concerning those matters.

The parties hereto agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. It is expressly understood that all matters not included in this agreement are by intention and design specifically excluded and fall, for the life of this agreement, within the powers, duties and responsibilities of the City. This agreement constitutes the full and complete agreement of the parties and there are no others, either oral, written or by custom except those as herein expressly contained. Therefore, the Police and the City, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement. Each of the parties to this agreement, for the term of this agreement, specifically waives the right to demand or request changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining and it is agreed that the City shall not be subject to provide additional wages, compensation, fringe benefits, or emoluments of any kind beyond that which is specified in this agreement.

ARTICLE I Recognition

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

ARTICLE II Dues Deduction

The City agrees to deduct and remit to the Police periodic dues, initiation fees, and assessments of members of FOP Lodge 38 upon presentation of written deduction authorization by the employee. It is agreed that the written deduction authorizations specified shall be irrevocable for the term of this agreement and that said authorizations shall stipulate that the same is irrevocable for the term of this agreement and that thereupon the City will treat the same as irrevocable during the term of this agreement irrespective of any attempts to negate said authorizations. Should any member of the bargaining unit not become a member of FOP Lodge 38 within sixty (60) days of becoming a member of the bargaining unit, the City, upon written request and certification by the Police as to the facts, will deduct a fair share from said member's pay pursuant to and by virtue of the authority provided in the Ohio Collective Bargaining Law. The Police agree that any such fair share supervisor will be fully represented by the Police the same as if he or she were a member of the Police and will be entitled to attend and participate in meetings of the bargaining unit and will be entitled to vote on the contract with the City as well as any and all contract matters or provisions in the same manner as are members of the FOP Lodge 38.

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

ARTICLE III Salary

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

ARTICLE IV
Work Day and Work Period

1. The normal work day shall be ten (10) consecutive hours of work inclusive of a thirty (30) minute meal period, except that those supervisors assigned to special duty shall have a normal work day consisting of eight (8) consecutive hours of work inclusive of the thirty (30) minute meal period. All new hires after January 1, 2005 will be subject to a change in work period schedule implemented by the Chief changing their normal work day from ten (10) consecutive hours of work inclusive of breaks to either eight (8) consecutive hours or ten (10) consecutive hours at such time as the Chief finds the change will benefit the efficiency of the Police Department.
2. The normal work week shall be forty (40) hours per one week pay period.
3. A one week pay period begins at 7:00 a.m. on Monday and ends one hundred sixty eight (168) hours later.
4. A day begins at 7:00 a.m. and concludes twenty four (24) hours later.
5. While remaining on duty and in communication with the Dispatcher's office, a police supervisor shall be entitled to two separate twenty (20) minute breaks per work day while working a ten hour shift; supervisors working an eight hour shift shall be entitled to two separate fifteen (15) minute breaks per work day.
6. Within thirty days of both parties accepting this contract, the City will provide a schedule through December 31, 2005. For subsequent contract years, the City will provide the schedule for the next calendar year by October 1st of the current calendar year. Nothing herein shall restrict the rights of the City to change the schedule in accordance with the terms of this contract and the law.

ARTICLE V
Overtime

1. Overtime is defined as any time worked in excess of forty (40) hours during any one week pay period, but excluding any excess hours spent on jury duty. Said forty (40) hours may include hours actually worked, paid leave or sick leave, holiday time, or vacation, or jury duty hours, or a combination of hours actually worked, paid leave and/or jury duty hours.

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

Compensation for overtime as provided above, except as noted, for either lieutenants or sergeants will be in the form of pay or compensatory time off at the sole and exclusive election and option of the City, provided further that no police supervisor shall be permitted to carry over more than forty (40) hours compensatory time from one calendar year to the next calendar year. Compensatory time shall be taken as additional vacation subject to the approval of the supervisor's supervisor. Additional rules and restrictions on the accumulation and use of compensatory time shall be as agreed by the parties' Labor Management Committee and approved by the City Manager.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5) In providing shift coverage, supervisors will not routinely work more than fifteen (15) consecutive hours.

C. Overtime balance:

The overtime balance referred to above shall be determined by the current sum of all overtime hours worked plus hours offered and declined; however, only shift coverage overtime hours will be included in the balance.

D. Special duty overtime hours (from sign-up sheets):

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

E. Call out overtime hours:

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

F. Assignments:

- 1) The overtime balance sheets will be maintained for one calendar year.
- 2) At the beginning of the calendar year, assignments will be based upon the supervisor(s) length of service, being offered to the supervisor with the longest tenure first.
- 3) If two supervisors have the same overtime balance, the overtime will be offered first to the supervisor with the longer length of service.
- 4) The word "offered" used in the above items means that the City has attempted in good faith to contact the appropriate supervisor either in person or by telephone but actual contact is not required.
- 5) The above procedure shall not be required in an emergency situation.
- 6) All shift coverage overtime necessitated by the absence of a supervisor will be offered to a supervisor of the same rank before being offered to any other supervisor.

ARTICLE VI
Temporary Assignments

If a bargaining unit member is appointed/assigned in writing to an acting position by the Director of Safety or by the Chief of Police with the approval of the Director of Safety, the bargaining unit member shall, after one (1) day, receive additional compensation at the starting salary for that position. To qualify¹ for such assignment, a supervisor must meet the eligibility requirements for the promotional exam for lieutenant or chief and have achieved an average or above average overall rating on the supervisor's most recent performance evaluation.

ARTICLE VII
Holidays

1. For purposes of determining holiday pay, police shall be entitled to fourteen (14) paid holidays each year: Designated holidays are New Year's Day (January 1), Easter Sunday, Memorial Day (last Monday in May),

Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25); undesignated holidays are the employee's birthday and six (6) personal absence days. Upon the approval of the supervisor's supervisor, the employee on the supervisor's birthday may take the day off or take it at a later date in the same year. Police supervisors scheduled to work on a designated holiday may with the supervisor's supervisor's approval choose not to work on that holiday. No shift trades will be allowed on designated holidays, and those who work will be compensated at a rate of pay two and one-half (2-1/2) times their normal rate for the hours worked, including overtime pre-approved by the supervisor's supervisor. Designated holidays not worked and undesignated holidays may be taken on any scheduled working day, not a designated holiday, with the approval of the employee's supervisor. When a supervisor does not work a designated holiday, the supervisor may with approval take that holiday on a scheduled working day or may turn in the holiday for eight (8) hours straight time (non-overtime) pay. Supervisors assigned to a ten (10) hour shift may, with the approval of the employee's supervisor, turn in designated holidays not worked for ten (10) hours straight time (non-overtime) pay. Designated holiday hours turned in for pay shall not be added to the forty (40) hour work week for purposes of determining overtime. All holidays shall be used within one year of the date earned except that no supervisor shall lose holidays because his/her request for specific days off was not approved.

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

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

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

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

ARTICLE VIII Vacation

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

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

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

Any supervisor who is ordered to perform official duty during scheduled vacation shall be compensated at a rate of one and one-half (1-1/2) times the supervisor's normal rate for any hours actually worked.

Prior to October 1 of any calendar year, a supervisor may turn in up to eighty (80) hours of accrued vacation for pay, provided that such supervisor has used at least forty (40) hours of vacation time in the preceding 52 week period. A supervisor planning to turn in vacation for pay shall notify the City in writing no later than September 15th of the current year. This declaration is non-binding; however, failure to submit said declaration renders a supervisor ineligible to turn in vacation for pay for the subsequent year.

ARTICLE IX

Leaves

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

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

3. Maternity Leave. Maternity leave shall consist of sick leave and/or vacation time, with pay, and/or leave of absence without pay. After the employee utilizes, for maternity purposes, all of her accrued sick leave and vacation leave, she will be placed on leave of absence without pay for a period not to exceed six (6) months. During such leave of absence the City will continue the employee's group health insurance at the expense of the employee if the employee requests unless such leave without pay is mutually designated as Family Medical Leave time where health insurance will be provided as required by law. Additional leave of absence without pay may be granted by the City Manager upon request, for good cause upon showing of unusual circumstances. If the City Manager has reason to believe that an employee is unable to fulfill her usual duties by reason of pregnancy, the City Manager may request in writing that the employee begin sick leave, vacation leave or leave of absence without pay at a date earlier than that selected by the employee. Benefits other than health insurance do not accrue during the period of leave of absence without pay.

ARTICLE X Sick Leave and Recuperative Leave

1. Sick Leave. Police supervisors shall earn sick leave at a rate of ten (10) hours per month and may accumulate a maximum of 1200 hours. Sick leave is used to compensate the employee at the supervisor's regular rate when absent due to the illness of the supervisor. Sick leave is also charged when an employee leaves work for any medical appointment. Sick leave may also be used as follows:

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

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

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

2. Sick Bonus.

A. A police supervisor shall receive a bonus of Three Hundred Ten Dollars (\$310.00) per calendar quarter if the supervisor uses no sick leave during that quarter. Use of any hours of sick leave will result in the supervisor receiving no payment for that quarter. Any supervisor who uses no sick leave for a calendar year shall receive an additional Three Hundred Sixty Dollars (\$360.00). The police supervisor shall receive all such bonus payments at the end of each calendar quarter. Any payment shall reflect applicable federal, state and local withholdings. Sick leave used for recuperative leave as defined in paragraph C-2 (below) shall not be considered sick leave used for purposes of this paragraph. This sick leave incentive will be part of any Employer absentee control policy, whether or not such policy is part of this contract.

B. In lieu of receiving a quarterly or annual bonus, a supervisor has the option of requesting that the amount be converted into hours. The converted hours will be added to the supervisor's accumulated balance (See Appendix C). The supervisor will notify the City by September 15th of each year if they intend to use this option. A supervisor may change to the normal sick bonus payment provided that written notification is made to the City at least thirty (30) days prior to the first day of the next quarter.

C. A supervisor has the option of requesting full payment for their current accumulated sick leave balance (the hours listed in Appendix C plus any converted hours) at anytime subsequent to the adoption of this contract. If approved, no additional bonus payments will be converted and added to the supervisor's balance.

D. A supervisor has the option of requesting payment of their current sick leave balance (the hours listed in Appendix C plus any converted hours) over a period of three years starting with the first full payroll period following the adoption of this contract. If approved, no additional bonus payments will be converted and added to the supervisor's balance. Payments shall be made in 78 equal payments with the supervisor's regular payroll check. This amount will not increase the supervisor's hourly rate. Payroll personnel will manage the process, reducing the supervisor's hourly balance by 1/78 each payroll period.

E. Regardless of the payment option selected by the supervisor, the current sick leave balance (as defined above) will be paid for up to 1200 hours of sick leave at the rate of one hour of pay for each two (2) hours of accumulated sick leave up to 600 hours and one hour for each hour for the next 600 hours.

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

G. Upon retirement, a police supervisor will be paid for up to 1200 hours of sick leave actually accumulated prior to January 1, 1992, at the rate of one hour of pay for each two (2) hours of such accumulated sick leave up to 600 hours and one hour for each hour for the next 600 hours. (See Appendix C)

3. Recuperative Leave. A police supervisor who is disabled to the extent that the supervisor cannot perform regular duties as a result of injury sustained in an identifiable incident while in the course of public employment with the City, not through the supervisor's own negligence, after exhaustion of fifteen (15) days of the employee's accumulated sick leave, shall continue to receive for a period not to exceed one calendar year from that date an amount of compensation equivalent to the supervisor's full salary less any and all funds or monies received from public or private agencies by way of pension, compensation, or indemnity for such disability excluding any monies received from personal insurance policies the premiums for which have been paid personally by the individual supervisor. The police supervisor shall make application for "temporary total" disability compensation under the Workers' Compensation Law of Ohio, provided that where the disability is of a type or nature which will prevent the police supervisor from returning to full police duties, the employee shall mandatorily apply for such available benefits of said funds or money that may accrue to the supervisor and be payable from the Police and Firemen's Disability and Pension Fund. The City Manager shall cause the employee to be examined by a physician of the City's choice to determine the extent of the disability and may require subsequent examinations during the period of

disability. In no case will the City pay a recuperative leave allowance for any period of time in excess of the "temporary total" disability time as determined and awarded by the Ohio Bureau of Workers' Compensation. For purposes of eligibility for the Sick Leave Bonus in paragraph 1C, above, the use of sick leave for recuperative leave purposes as set forth in that paragraph shall not act to disqualify an employee who is otherwise eligible for a sick leave bonus.

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

ARTICLE XI Life and Health Insurance

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

2. Health Insurance.

A. Effective January 1, 2005, the employee will contribute ten percent (10%) of the annual premium costs of health insurance due and owing provided the employee by the City. The amount contributed shall be withheld from employee's bi-weekly paycheck.

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

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

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

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

ARTICLE XII Longevity Pay

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

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

12th anniversary - \$650

20th anniversary - \$850

29th anniversary - \$ 1,075

21st anniversary - \$875

30th anniversary - \$ 1,100

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

ARTICLE XIII Uniforms and Cleaning

1. The City will provide to each police supervisor a uniform allowance, subject to proper deductions, in the amount of seven hundred fifty dollars (\$750.00) for the replacement, maintenance and cleaning of uniforms during the calendar year. If the City should decide to change all or part of the standard uniform, the City will purchase the initial annual supply of new items for each supervisor except when the change in the uniform was made at the request of the police supervisors. At the fifth anniversary of such uniform change, all previously issued styles and types of uniforms shall be considered obsolete and no longer acceptable as part of the standard uniform.

2. The detective sergeant and administrative supervisors, as determined by the Chief of Police, in recognition that they must maintain a formal uniform and plain clothes, will receive an additional clothing allowance of \$150 per year.

3. Commencing January 1, 2003, and each year thereafter, the uniform and clothing allowance of seven hundred fifty dollars (\$750.00) shall be paid in twenty-six (26) equal payments with the supervisor's regular payroll check.

4. On a one-time basis, in addition to the allowance set forth above, bargaining unit employees shall receive a two hundred and fifty dollar (\$250.00) additional allowance payable on or before June 1, 2008. In addition, all supervisors shall be required to report to duty in current black uniforms by July 1, 2008.

ARTICLE XIV Training Reimbursement

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

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

A. Registration fees or tuition.

B. Costs of lodging, meals and mileage shall be at the same rates and under the same terms and conditions as other City employees as set forth in the City of Oxford personnel handbook or as otherwise set by ordinance.

C. Other incidental expenses as approved in advance by the Chief of Police (when appropriate the Chief of Police may authorize a per diem to cover such expenses).

2. For training day(s) outside the City and Oxford Township, the City will attempt to schedule police supervisors so that attendance at such training as well as related travel time will coincide with the supervisors normal work week.

3. For training day(s) (including in-service or range training) within the City or Oxford Township, normal compensation rules apply. Supervisors shall work a combination of regular hours plus instructional hours equal to their normal work day, either eight (8) hours or ten (10) hours. Supervisors working in excess of their normal hours on this type of training day shall be entitled to overtime.

ARTICLE XV
Grievance Procedure

1. Scope of Grievance Procedure.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances in the Oxford Police Department. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written agreement. The following matters shall not constitute a grievance under the provisions of this procedure:

- A. The interpretation, application, or enforcement of Federal or State Law; or the City Charter, an ordinance, personnel policy, or departmental regulation.
- B. Unsafe or unhealthy working conditions.
- C. Arbitrary, unreasonable, or inconsistent working conditions.

2. Representation, Class Grievances.

A grievance may be brought under this procedure by one or more grieving supervisors. The grieving supervisor may, at Steps 2 and 3 below, bring a grievance representative. The representative selected by the grieving supervisor(s) may consist of any of the following persons:

- A. An official of the Fraternal Order of Police.
- B. A delegate of the Fraternal Order of Police.
- C. An attorney of the grieving supervisor's choice.
- D. Any other person of the grieving supervisor's choice.

3. Time Limitations.

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

4. Steps.

Step One. The grieving supervisor shall submit the grievance in writing on a form provided by the City (see Appendix B) to the Chief of Police. The written grievance at this step and all steps thereafter, shall contain the following information: (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the grieving supervisor. The Chief of Police shall meet with the grieving supervisor(s) within five (5) working days of the Chiefs actual receipt of the written grievance. The Chief of Police shall respond in writing to this grievance within five (5) working days of said meeting. The written response at this Step, and management responses at all steps thereafter, shall contain the following information: (1) an analysis of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; and (4) the signature of the appropriate management representative. The Chief of Police shall retain one copy of the grievance and disposition and forward one copy to the City Manager and one copy to the grieving supervisor.

Step Two. Should the grieving supervisor not be satisfied with the response the supervisor received in Step One within three (3) working days after the supervisor's receipt thereof, the grieving supervisor may submit the written statement of the grievance prepared for Step One to the City Manager and request a meeting with the City

Manager. Upon receipt of the grievance, the City Manager will schedule a meeting to be held within twenty (20) working days of the Manager's receipt of the request. Upon completion of such meeting, the City Manager shall determine whether the Step One response is consistent with this agreement. The City Manager shall render a decision thereon in writing within twenty (20) working days after the meeting with the grieving supervisor. If the City Manager does not render a decision in writing within twenty (20) working days as required and the cost to the City for the remedy or adjustment sought is less than one hundred dollars (\$100.00), the grievance will be considered decided in favor of the grieving supervisor. Such a default will not be binding on either party as to future grievances.

Step Three. This provision for binding arbitration shall be in lieu of any other recourse, including court action, and neither the City nor the FOP Lodge 38 nor any member thereof shall be entitled to file any court action relative to a grievance and binding arbitration is mandatory, subject to the approval of FOP Lodge 38, and any right to court action is expressly waived. However, arbitration awards and/or decisions are subject to court action.

If the grievance is not settled at Step Two, the matter shall be submitted to binding arbitration or the Manager's decision shall become final. A request for arbitration shall be made by either party to the other within ten (10) working days following the decision of the City Manager.

If the parties fail to agree on an arbitrator, the parties shall jointly contact the Arbitration and Mediation Service of Cincinnati, Ohio within ten (10) working days after the request to obtain a list of seven (7) arbitrators who maintain offices within 125 miles of Oxford, Ohio, from which the parties shall select within ten (10) working days after receipt of the list, by the method of ranking and striking names off the list an arbitrator. The arbitrator shall have no power to add to or subtract from any terms of this agreement. The decision of the arbitrator shall be final and binding upon the parties hereto. The costs and expenses of the arbitration shall be paid equally by the City and FOP Lodge 38. Arbitration shall commence within thirty (30) working days after selection of an arbitrator.

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

ARTICLE XVI Special Duty Employments

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

ARTICLE XVII Professional Liability Insurance

The City will provide, at no cost to the police, professional liability insurance equivalent to the City's current plan, provided that such a policy is readily available to Ohio municipalities at a reasonable price. Such a policy shall only be obtained from an insurance company authorized to do business in the State of Ohio.

ARTICLE XVIII Investigation of Supervisors

1. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police supervisors and, pursuant to the Charter, to investigate complaints or charges made by officials, supervisors or citizens. Internal investigations will be undertaken to inquire into any alleged misconduct of police supervisors at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will

be filed in a limited access file to which, and to the extent provided by law, only the City Manager, Chief of Police, Law Director, or the police supervisor investigated will have access for a period of two years. Final results of such investigation shall also be made available to the Complainant. After such two-year period, the reports will be destroyed, consistent with existing laws. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

2. Any time any individual, including but not limited to, a member of the general public, or an employee, agent or supervisor of the City of Oxford, makes a complaint about a police supervisor, said complaint shall be in writing, signed by the individual making the complaint, before a notary public or other person authorized by law to administer oaths. The form for the complaint shall specifically inform the individual making the complaint that he or she shall be subject to the penalties provided in Section 2921.13 for Falsification. Said complaint shall be forwarded to the Chief of Police who shall, if necessary, undertake an investigation. Said investigation shall proceed by the Chief of Police appointing a supervisor or supervisors or other agents as the City deems necessary. Any supervisor being investigated, before he is required to answer any questions or make any response in writing, shall be allowed to examine a copy of the complaint and to consult with a representative of his choosing. No disciplinary action will be taken based on charges not included in the written complaint. At the end of said investigation the Chief of Police shall issue a written report concerning the findings of the investigation, and give a copy of said report to the supervisor.

3. No supervisor ordered to investigate another supervisor shall be disciplined for the conduct of that investigation absent fraud or intentional misconduct by the investigating supervisor. The parties recognize that the City has the right to expect a professional standard of conduct be adhered to by all police supervisors. Internal investigations will be undertaken to inquire into any alleged misconduct of police supervisors at the sole discretion of the City. Standards of conduct and performance will be as prescribed by the Police Manual of Procedure prepared by, and revised from time to time by, the City. Reports of internal investigations of allegations of misconduct in which no further action is taken as a result of such investigation will be filed in a limited access file to which only the City Manager, Chief of Police, Law Director, or the police supervisor investigated will have access for a period of two years. After such two-year period, the reports will be destroyed, consistent with existing law. Discipline and disciplinary procedures are expressly reserved to the City as management rights, are not negotiable and are not a subject of this contract.

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

ARTICLE XIX Management Conferences

In the interest of furthering harmonious relations, police sergeants and lieutenants may from time to time request a joint meeting with the Chief of Police and the City Manager. Such meetings shall be arranged in advance and will convene at a time convenient to all parties but not later than ten (10) calendar days from the date a request for such meeting is made.

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

ARTICLE XX Miscellaneous Provisions

1. Off-Duty Employment. A supervisor may request to engage in off-duty employment by submitting a written request to the Chief of Police in person prior to engaging in such employment. Failure of the Chief to respond within five working days of, but excluding, the date received will constitute approval of the request. Denial of such a request shall be subject to the contract grievance procedure.

2. Off-Duty Pay. Authorization to engage in all special duty employment originates with the City and any procedure approved by the Chief of Police shall be fair and equitable to all sworn personnel, regardless of which bargaining unit or bargaining agent they are affiliated with.
3. Residence. All supervisors shall reside within a twenty (20) mile radius of the Oxford Police Headquarters. This limitation shall not preclude any residence in Butler County, Ohio.
4. Quotas. The City agrees not to adopt a quota system. This provision in no way restricts the City's right to evaluate the productivity of police supervisors.
5. Tuition. The City will reimburse a police supervisor for fifty percent (50%) of the actual costs of required books, tuition and course-related fees provided the supervisor receives a final grade of no less than "B" or "Pass" in a course graded only on a "Pass-Fail" basis. A supervisor who receives a final grade of "A" will receive full reimbursement for books, tuition and course related materials. If funds are completely depleted, the City will place one thousand dollars (\$1,000.00) in a fund for each contract year. The City will issue such reimbursement within fourteen (14) calendar days of receipt of proof of grade and itemized receipts for required books, tuition and fees. All courses must be approved in advance, in writing, by the City Manager. Only job related course work and major fields of study may receive this benefit.
6. Weapon and Badge. Upon service retirement with at least fifteen (15) years of service with the City of Oxford, the City will give the retiring police supervisor the supervisor's duty weapon and two uniform badges.
7. Light Duty. In the sole discretion of the Chief of Police, a supervisor whose physical/medical condition prevents the supervisor from performing the supervisor's normal work assignments may be re-assigned to "light-duty" by the Chief of Police. The decision of the Chief shall not be grievable.
8. Assignments. To be eligible for assignment as a juvenile supervisor or detective, a police supervisor must meet the eligibility requirements for the promotional exam to the rank of sergeant and must have achieved an average or above average overall rating on his/her most recent performance evaluation. The Chief shall make these assignments in his sole discretion.
9. Discipline Review Committee. The City recognizes the right of the F.O.P. Lodge 38 to create a Discipline Review Committee. Whenever F.O.P. Lodge 38 feels that a disciplinary action taken by the City should be reviewed by a committee of the disciplined supervisor's peers (i.e., members of the same bargaining unit), the City, upon receipt of a signed release from the disciplined supervisor, agrees to provide to such a committee of three (3) peers access to the investigative file used as a basis for the disciplinary action. After reviewing the file, the committee shall issue its comments in a report to the Chief of Police and City Manager. Meetings of such committees and the preparation of such reports shall be conducted during off-duty time of the supervisors participating. Nothing in this paragraph shall restrict the City's right to take disciplinary action against any supervisor at any time. Further, the provisions of this paragraph are in no way intended to restrict the disciplined supervisor's rights to due process either under this contract or any other applicable laws, rules or regulations.
10. FMLA and ADA. Nothing in this Agreement will be used or construed to prevent or inhibit the Employer from complying with the provisions of the Americans With Disabilities Act (ADA) or the Family Medical Leave Act (FMLA).
11. The City shall have the right to use auxiliary supervisors to support and assist members of this bargaining unit. The auxiliary supervisors will not be used to patrol separate and apart from a member of the bargaining unit. Auxiliary supervisors will not be used when the primary impact of their usage is to eliminate overtime opportunities for the bargaining unit members. Auxiliary supervisors shall have similar police supervisor training and similar employment testing as required of entry level Oxford Police Supervisors

ARTICLE XXI
Term of Agreement

This agreement shall commence January 1, 2011 and shall continue in full force and effect until December 31, 2013 after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other in accordance with applicable provisions of the Ohio Revised Code that a party desires to renegotiate the agreement.

ARTICLE XXII
Management Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: the selection, transfer, assignment, and layoff of employees; the termination of probationary employees; the termination for just cause of other employees; the making, amending, and enforcing of work rules and regulations; the disciplining of employees; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and the statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, as to what services the City shall perform; the changing or abolition of such procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number of employees required; the establishment and changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this agreement specifically and expressly provides to the contrary. The City will not use this section to contravene rights granted by this agreement to members of the bargaining unit individually or collectively.

ARTICLE XXIII
No Strike

Neither the Fraternal Order of Police nor any member of the bargaining unit included in this contract shall take part in, cause or aid in any strike, slowdown, picketing, or any other interference with the operations of the City during the term of this agreement. "Strike" means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this section, in accordance with Civil Service rules and regulations.

If there is any violation of this section, the Fraternal Order of Police together with its supervisors and agents, shall publicly denounce said violation, disclaim approval, and order those taking part in such violation to return to work immediately.

ARTICLE XXIV
Modification

The provisions of this agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions. Therefore, the City and the Police for the term of this agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this agreement unless the City and the Police mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of the agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives.

Fraternal Order of Police,
Lodge 38

City of Oxford

President

City Manager

Secretary

Law Director

Legal Counsel

APPENDIX A
SALARY
SCHEDULE

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

Sergeants and Lieutenants wages will increase as follows: 2% effective July 1, 2011; 2% effective January 1, 2012; and 2% effective January 1, 2013.

<u>Contract Year</u>	<u>Salary</u>
July 1, 2011 to December 31, 2011	\$72,207
January 1, 2012 to December 31, 2012	\$73,651
January 1, 2013 to December 31, 2013	\$75,124

LIEUTENANT

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

ALL NEW POLICE SUPERVISORS DURING THE CONTRACT PERIOD

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

Shift Bonus

1. Beginning January 1, 2005, One Thousand Four Hundred Dollars (\$1,400.00) per year will be paid to sergeants regularly assigned only to 2nd and 3rd shifts. The bonus will be paid quarterly (\$350.00), and will be paid to all sergeants provided that they worked or were scheduled to work at least 50 percent of 2nd and 3rd shifts during the quarter. This bonus will not be added to overtime or other hourly calculations.
2. The above Shift Bonus shall be paid in twenty-six (26) equal payments with the supervisor's regular payroll check, with the hourly rate adjustment based on the supervisor meeting the eligibility threshold for the previous quarter.

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

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

MERIT PAY

If the City maintains a merit pay plan for other City employees after January 1, 1995, supervisors will be eligible for merit pay raises recommended by the Chief of Police and approved by the City Manager. If, for economic reasons, merit pay increases are not given or available to other City employees, supervisors will not be eligible for merit raises during this same period of time. Performance standards for merit pay purposes may be recommended by the Labor Management Committee to the Chief of Police. Merit pay issues are not subject to the grievance or arbitration procedures of this Agreement.

SHIFT DIFFERENTIAL

Commencing January 1, 2005, the Detective Sergeant shall be paid the shift differential of \$230 in twenty-six (26) equal payments over the course of the year.

APPENDIX B
GRIEVANCE SUBMITTAL

STATEMENT OF GRIEVANCE:

PERTINENT FACTS:

REMEDY OR ADJUSTMENT SOUGHT:

Signature of Grieving Supervisor: _____

Date of Step One Submittal: _____

Date of Step Two Submittal: _____
(Note: Step Two Submittal must include Step One Response.)

Date of Step Three Submittal: _____
(Note: Step Three Submittal must include official consent to arbitrate signed by appropriate officials of FOP Lodge 38.)

If additional space is necessary, please attach additional sheets.

APPENDIX C

PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes the City of Oxford to deduct from the supervisor's payroll check such sums as are requested by the President and the Secretary of F.O.P. Lodge 38 in writing and representing dues, and/or initiation fees, and/or assessments, due to F.O.P. Lodge 38 from the undersigned. This authorization shall be effective from January 1, 2005, and shall continue in full force and effect until December 31, 2007, and once signed and submitted to the City of Oxford by the undersigned shall be irrevocable. The undersigned further agrees that the City may deduct the amount or amounts requested by F.O.P. Lodge 38 and may make said deductions in the time and manner requested by F.O.P. Lodge 38 and that any further complaint as to the amount or manner of deductions shall be resolved between the undersigned and F.O.P. Lodge 38. This authorization is made pursuant to Article II of the Contract between the City of Oxford and the Oxford Police Sergeants and Lieutenants and that the amounts deducted hereunder shall be remitted by the City to F.O.P. Lodge 38.

Signature of Police Supervisor

Dated:

CITY OF OXFORD STAFF SUMMARY REPORT

Report to City Manager		Finance
		Originating Department
Council Meeting Of :		Joe Newlin
Account Code No. :	see below	Prepared By
Budgeted Amount :		11/9/2011
		Date Prepared

Agenda Title:	2011 Supplemental Budget #4
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Recommendation:	Approve
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Issue 1

Distribution of Estate Tax to Oxford Township per agreement received by the City in Sept of 2011.

Action Needed:

Revenue Side

General 110	57,762.34	Estate Tax Revenue
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Expense Side

General 110	5,205.47	Payment to Oxford Township Estate Tax (unencumbered balance)
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Net Effect on Fund Balance/(s) Increase/(Decrease)	52,556.87	
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Issue 2

Adjustments necessary to account for 2% wage increases

Action Needed:

Revenue Side

N/A

Expense Side

Street 122	3,918.00	from unencumbered balance
Water 321	2,551.00	from unencumbered balance
Sewer 331	755.00	from unencumbered balance
Refuse 351	868.00	from unencumbered balance

Net Effect on Fund Balance/(s) Increase/(Decrease)	(8,092.00)	
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Issue 3

Transfer unbudgeted revenue (estate tax) to Capital Equipment Fund for future expenditures

Action Needed:

Revenue Side

Capital Equipment 140	200,000.00	Transfer from General Fund
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Expense Side

General 110	200,000.00	Transfer from unencumbered balance
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Net Effect on Fund Balance/(s)	-
Increase/(Decrease)	

Issue 4

Adjustments necessary due to increases in job advertisements

Action Needed:

Revenue Side

N/A

Expense Side

Water 321	835.00
Sewer 331	835.00

Net Effect on Fund Balance/(s)	(1,670.00)
Increase/(Decrease)	

Issue 5

Adjustments necessary due to increase in budgeted hotel/convention tax receipts
(will only happen if revenue meets this expected level)

Action Needed:

Revenue Side

Hotel & Convention Tax 120	13,830.00	Increase in Hotel & Convention Taxes
General 110	830.00	Transfer from Hotel & Convention Tax Fund

Expense Side

Hotel & Convention Tax 120	13,000.00	To be sent to VCB (unencumbered balance)
Hotel & Convention Tax 120	830.00	To be transferred to General Fund (unencumbered balance)

Net Effect on Fund Balance/(s)	830.00
Increase/(Decrease)	

Issue 6

Adjustments necessary due to increase in budgeted medical expenses

(will only happen if expenses meets this expected level)

Action Needed:

Revenue Side

Employee Benefits 230 50,000.00 Higher than budgeted reimbursement income

Expense Side

Employee Benefits 230 50,000.00 Anticipated increase expenditures (unencumbered balance)

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

Total Net Effect on Fund Balance/(s) 43,624.87
Increase/(Decrease)

Breakdown by Fund

General Fund 110	(146,613.13)
Street 122	(3,918.00)
Capital Equipment 140	200,000.00
Employee Benefits 230	-
Water 321	(3,386.00)
Sewer 331	(1,590.00)
Refuse 351	(868.00)

Net Effect on Fund Balance/(s) 43,624.87
Increase/(Decrease)

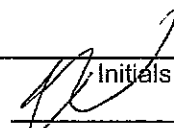
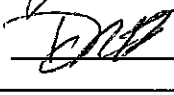
Approved By:

Department Head:

City Manager:

Initials

Date

 7/11/9/11
 1 12/11/11

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3130. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 4 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2011.

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

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

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

General Fund 110	57,762.34
Hotel Tax Fund 120	13,830.00
Employee Benefit Fund 230	50,000.00

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

General Fund 110	5,205.47
Street Fund 122	3,918.00
Water Fund 321	2,551.00
Sewer Fund 331	755.00
Refuse Fund 351	868.00
General Fund 110	200,000.00
Water Fund 321	835.00
Sewer Fund 331	835.00
Hotel Tax Fund 120	13,000.00
Hotel Tax Fund 120	830.00
Employee Benefit Fund 230	50,000.00

SECTION 4: The following transfer(s) be executed:

Transfer from:

General Fund 110	200,000.00
Hotel Tax Fund 120	830.00

Transfer to:

Capital Equipment Fund 140	200,000.00
General Fund 110	830.00

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

Capital Equipment Fund 140	200,000.00
General Fund 110	830.00

SECTION 6: In all other respects, Ordinance No. 3130 shall remain in full force and effect.

SECTION 7: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/01/11

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/27/11
Date Prepared

Agenda Title: 2012 ANNUNAL BUDGET ORDINANCE

Recommendation: Approve

Discussion:

Description of 2012 Budget

The current piece of legislation is a reflection of the information presented to Council at its October 18th work session. The only changes made are explained in the attachment. (See attachment)

Approved By:

Department Head:
City Manager:

Initial Date

JOE 10/27
DAE 10/28/11

General Fund 110 (page 1)

	Work Session 2012 <u>Budget</u>	Ordinance 2012 <u>Budget</u>	<u>Delta</u>
TOTAL RECEIPTS	9,823,627	9,826,372	2,745 - Increase in Hotel Tax
TOTAL EXPENDITURES	<u>8,744,227</u>	<u>8,744,591</u>	<u>364</u> - Fringe Benefit Senior Center Health Care
NET OPERATIONS	1,079,400	1,081,781	2,381
CAPITAL IMPROVEMENTS	0	0	0
TRANSFERS IN	136,409	136,574	165 - Transfer from Hotel and Convention Tax Fund 120
TRANSFERS OUT	1,594,288	1,594,288	0
ADVANCES IN	400,000	530,000	130,000 - Advance from CDBG Fund 126
ADVANCES OUT	<u>0</u>	<u>130,000</u>	<u>130,000</u> - Advance to CDBG Fund 126
NET INCOME (DEFICIT)	21,521	24,067	2,546
BEG FUND BALANCE	<u>6,762,832</u>	<u>6,762,832</u>	<u>0</u>
ENCUMBRANCE			
ENDING FUND BALANCE	<u>6,784,353</u>	<u>6,786,899</u>	<u>2,546</u>

Fire/EMS Fund 418 (page 41)

	Work Session 2012 <u>Budget</u>	Ordinance 2012 <u>Budget</u>	<u>Delta</u>
TOTAL RECEIPTS	1,402,639	1,402,639	0
TOTAL EXPENDITURES	<u>1,344,237</u>	<u>1,344,237</u>	<u>0</u>
NET OPERATIONS	58,402	58,402	0
CAPITAL IMPROVEMENTS	0	0	0
TRANSFERS IN	18,150	18,150	0
TRANSFERS OUT	0	0	0
ADVANCES IN	0	66,860	66,860 - Advance from FEMA Fund 416
ADVANCES OUT	<u>0</u>	<u>0</u>	<u>0</u>
NET INCOME (DEFICIT)	76,552	143,412	66,860

BEG FUND BALANCE	187,958	121,098	(66,860)
ENCUMBRANCE			
ENDING FUND BALANCE	<u>264,510</u>	<u>264,510</u>	<u>0</u>

CDBG Fund 126 (page 58)

	Work Session 2012 Budget	Ordinance 2012 Budget	Delta
TOTAL RECEIPTS	130,000	260,000	130,000 - Carryover of 2011 CDBG Project plus 2012 Project
TOTAL EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>
NET OPERATIONS	130,000	260,000	130,000
CAPITAL IMPROVEMENTS	130,000	260,000	130,000 - Carryover of 2011 CDBG Project plus 2012 Project
TRANSFERS IN	0	0	0
TRANSFERS OUT	0	0	0
ADVANCES IN	0	130,000	130,000 - Advance from General Fund 110
ADVANCES OUT	<u>0</u>	<u>130,000</u>	<u>130,000 - Advance to General Fund 110</u>

NET INCOME (DEFICIT)

BEG FUND BALANCE	150,001	150,001	<u>0</u>
ENCUMBRANCE			
ENDING FUND BALANCE	<u>150,001</u>	<u>150,001</u>	<u>0</u>

Water Fund 321 (page 72)

	Work Session 2012 Budget	Ordinance 2012 Budget	Delta
TOTAL RECEIPTS	2,664,049	2,664,049	0
TOTAL EXPENDITURES	<u>1,862,396</u>	<u>1,858,896</u>	(3,500) - Decrease funding request for Family Resource Center (Utilities Assistance)
NET OPERATIONS	801,653	805,153	3,500
CAPITAL IMPROVEMENTS	0	0	0
TRANSFERS IN	0	0	0

TRANSFERS OUT	1,113,645	1,113,645	0	
ADVANCES IN	0	0	0	
ADVANCES OUT	0	0	0	
NET INCOME (DEFICIT)	(311,992)	(308,492)	3,500	
BEG FUND BALANCE	2,130,731	2,130,731	0	
ENCUMBRANCE	1,818,739	1,822,239	3,500	
ENDING FUND BALANCE				
Sewer Fund 331 (page 94)				
	Work Session 2012 Budget	Ordinance 2012 Budget	Delta	
TOTAL RECEIPTS	2,911,778	2,911,778	0	
TOTAL EXPENDITURES	2,735,564	2,732,064	(3,500)	- Decrease funding request for Family Resource Center (Utilities Assistance)
NET OPERATIONS	176,214	179,714	3,500	
CAPITAL IMPROVEMENTS	0	0	0	
TRANSFERS IN	0	0	0	
TRANSFERS OUT	408,295	408,295	0	
ADVANCES IN	0	0	0	
ADVANCES OUT	0	0	0	
NET INCOME (DEFICIT)	(232,081)	(228,581)	3,500	
BEG FUND BALANCE	2,298,103	2,298,103	0	
ENCUMBRANCE	2,066,022	2,069,522	3,500	
ENDING FUND BALANCE				
Hotel and Convention Tax Fund 120 (page 128)				
	Work Session 2012 Budget	Ordinance 2012 Budget	Delta	
TOTAL RECEIPTS	168,000	170,745	2,745	- Increase in Hotel and Convention Tax
TOTAL EXPENDITURES	159,920	162,500	2,580	- Increase in amount owed to VCB

NET OPERATIONS	8,080	8,245	165
CAPITAL IMPROVEMENTS	0	0	0
TRANSFERS IN	0	0	0
TRANSFERS OUT	7,024	7,189	165 - Increase in City's portion of receipts
ADVANCES IN	0	0	0
ADVANCES OUT	0	0	0
NET INCOME (DEFICIT)	1,056	1,056	0
BEG FUND BALANCE	944	944	0
ENCUMBRANCE			
ENDING FUND BALANCE	2,000	2,000	0

ORDINANCE NO.

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF OXFORD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2012.

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

SECTION 1: To provide for the current expenses and expenditures of the City of Oxford during the fiscal year ending December 31, 2012, the following sums be and they are hereby set aside and appropriated as follows:

GENERAL FUND

SECURITY OF PERSONS & PROPERTY

Personnel Services	4,089,140
Other Services & Charges	<u>574,633</u>
Total Appropriation	4,663,773

PUBLIC HEALTH AND WELFARE

Personnel Services	-
Other Services & Charges	<u>123,846</u>
Total Appropriation	123,846

LEISURE TIME ACTIVITIES

Personnel Services	953,575
Other Services & Charges	<u>398,149</u>
Total Appropriation	1,351,724

COMMUNITY ENVIRONMENT

Personnel Services	495,695
Other Services & Charges	<u>322,036</u>
Total Appropriation	817,731

GENERAL GOVERNMENT

Personnel Services	848,220
Other Services & Charges	<u>939,297</u>
Total Appropriation	1,787,517

TRANSFERS TO OTHER FUNDS

Personnel Services	-
Other Services & Charges	<u>1,594,288</u>
Total Appropriation	1,594,288

ADVANCES TO OTHER FUNDS

Personnel Services	-
Other Services & Charges	<u>130,000</u>
Total Appropriation	130,000

TOTAL GENERAL FUND APPROPRIATIONS	10,468,879
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Fire/EMS Fund

Personnel Services	1,012,481
Other Services & Charges	<u>331,756</u>
TOTAL FIRE/EMS FUND APPROPRIATIONS	1,344,237

STREET FUND

Personnel Services	628,094
Other Services & Charges	<u>187,000</u>
TOTAL STREET FUND APPROPRIATIONS	815,094

STATE HIGHWAY IMPROVEMENT FUND

Personnel Services	-
Other Services & Charges	<u>25,000</u>
TOTAL STATE HIGHWAY IMPROVEMENT FUND APPROPRIATIONS	25,000

PARKING FUND

Personnel Services	381,745
Other Services & Charges	108,703
Transfer to Other Funds	<u>283,393</u>
TOTAL PARKING FUND APPROPRIATIONS	773,841

PARKING IMPROVEMENT FUND

Personnel Services	-
Other Services & Charges	<u>125,000</u>
TOTAL PARKING IMPROVEMENT FUND APPROPRIATIONS	125,000

CAPITAL IMPROVEMENT FUNDS

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Personal Services	-
Other Services & Charges	260,000
Advance to Other Funds	<u>130,000</u>
Total Appropriations	390,000

COMMUNITY DEVELOPMENT BLOCK GRANT LOAN FUND

Personal Services	-
Other Services & Charges	<u>200,000</u>
Total Appropriations	200,000

CAPITAL EQUIPMENT FUND

Personal Services	-
Other Services & Charges	<u>238,000</u>
Total Appropriations	238,000

CAPITAL IMPROVEMENT FUND

Personal Services	-
Other Services & Charges	451,000
Transfers to Other Funds	-
Advance to Other Funds	<u>400,000</u>
Total Appropriations	851,000

TOTAL CAPITAL IMPROVEMENT FUND APPROPRIATIONS	1,679,000
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WATER FUNDS

WATER (OPERATING) FUND

Personal Services	1,237,966
Other Services & Charges	620,930
Transfers to Other Funds	<u>1,113,645</u>
Total Appropriations	2,972,541

WATER IMPROVEMENT FUND

Personal Services	-
Other Services & Charges	<u>1,595,600</u>
Total Appropriations	1,595,600

WATER CAPACITY FUND - NE

Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	<u>-</u>
Total Appropriations	-

WATER CAPACITY FUND - NW

Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	<u>-</u>
Total Appropriations	-

WATER CAPACITY FUND - SE

Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	<u>75,000</u>
Total Appropriations	75,000

WATER CAPACITY FUND - SW

Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	<u>75,000</u>
Total Appropriations	75,000

WATER CAPITAL EQUIPMENT FUND

Personal Services	-
Other Services & Charges	<u>110,750</u>
Total Appropriations	110,750

TOTAL WATER FUNDS APPROPRIATIONS 4,828,891

SEWER FUNDS

SEWER (OPERATING) FUND

Personal Services	1,399,535
Other Services & Charges	1,332,529
Transfers to Other Funds	<u>408,295</u>
Total Appropriations	3,140,359

SEWER IMPROVEMENT FUND	
Personal Services	-
Other Services & Charges	3,299,600
Total Appropriations	3,299,600
SEWER CAPITAL EQUIPMENT FUND	
Personal Services	-
Other Services & Charges	312,850
Total Appropriations	312,850
TOTAL SEWER FUNDS APPROPRIATIONS	6,752,809
<u>STORM WATER FUND</u>	
Personal Services	-
Other Services & Charges	40,000
TOTAL STORM WATER FUND APPROPRIATIONS	40,000
<u>RUFUSE FUNDS</u>	
REFUSE (OPERATING) FUND	
Personal Services	125,521
Other Services & Charges	1,730,702
Transfer to Other Funds	28,295
Total Appropriations	1,884,518
LANDFILL POST-CLOSURE INVESTMENT FUND	
Personal Services	-
Other Services & Charges	3,000
Transfer to Other Funds	195,000
Total Appropriations	198,000
TOTAL REFUSE FUNDS APPROPRIATIONS	2,082,518
<u>HOTEL & CONVENTION TAX FUND</u>	
Personnel Services	-
Other Services & Charges	162,500
Transfer to Other Funds	7,189
TOTAL HOTEL & CONVENTION TAX FUND APPROPRIATIONS	169,689
<u>LIFE SQUAD GIFT FUND</u>	
Personnel Services	-
Other Services & Charges	5,000
TOTAL LIFE SQUAD GIFT FUND APPROPRIATIONS	5,000
<u>AFFORDABLE HOUSING TRUST FUND</u>	
Personnel Services	-
Other Services & Charges	-
TOTAL AFFORDABLE HOUSING TRUST FUND APPROPRIATIONS	-
<u>EMPLOYEE BENEFITS FUND</u>	
Personnel Services	-
Other Services & Charges	1,641,335
TOTAL EMPLOYEE BENEFITS FUND APPROPRIATIONS	1,641,335

INTERNAL SERVICE FUND

Personnel Services	-
Other Services & Charges	269,509
TOTAL INTERNAL SERVICE FUND APPROPRIATIONS	269,509

LAW ENFORCEMENT TRUST FUND

Personnel Services	76,600
Other Services & Charges	12,000
TOTAL LAW ENFORCEMENT TRUST FUND APPROPRIATIONS	88,600

ENFORCEMENT & EDUCATION FUND

Personnel Services	50,553
Other Services & Charges	35,580
TOTAL ENFORCEMENT & EDUCATION FUND APPROPRIATIONS	86,133

BOARD OF BUILDING STANDARDS FUND

Personnel Services	-
Other Services & Charges	2,850
TOTAL BOARD OF BLD STANDARDS FUND APPROPRIATIONS	2,850

OXFORD NATURAL GAS REFUND FUND

Personnel Services	-
Other Services & Charges	150
TOTAL OXFORD NATURAL GAS REFUND FUND APPROPRIATIONS	150

FEMA FUND

Personnel Services	-
Other Services & Charges	-
Advance to Other Funds	66,860
TOTAL SPECIAL ASSESSMENT FUND APPROPRIATIONS	66,860

SPECIAL ASSESSMENT FUND

Personnel Services	-
Other Services & Charges	50,000
TOTAL SPECIAL ASSESSMENT FUND APPROPRIATIONS	50,000

DEBT SERVICE FUNDS

1999 PARKS IMPROVEMENT BOND FUND

Personal Services	-
Other Services & Charges	307,450
Total Appropriations	307,450

WATER BOND RETIREMENT FUND

Personal Services	-
Other Services & Charges	890,350
Total Appropriations	890,350

TOTAL DEBT SERVICE FUND APPROPRIATIONS 1,197,800

TOTAL 2012 BUDGET APPROPRIATIONS 32,513,195

SECTION 2: The City Auditor (Finance Director) is here by authorized to draw warrants upon the Treasury from the amounts appropriated in this ordinance whenever claims are made, with the approval of the City Manager, where appropriate, and are legally contracted for in accordance with the law.

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

MAYOR

ADOPTED: _____

ATTEST: _____

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/1/11

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/27/11
Date Prepared

Agenda Title: **2012 ANNUNAL TRANSFER ORDINANCE**

Recommendation: **Approve**

Discussion:

Description of Budgeted Transfers for the 2012 Budget

Transfer from GENERAL FUND 110
Transfer to STREET FUND 122

Annual General Fund Financial Support (quarterly) 433,000.00

Transfer from GENERAL FUND 110
Transfer to CAPITAL IMPROVEMENT FUND 141

Annual General Fund Financial Support (quarterly) 335,688.00

Transfer from GENERAL FUND 110
Transfer to CAPITAL EQUIPMENT FUND 140

Annual General Fund Financial Support (quarterly) 430,000.00

Transfer from GENERAL FUND 110
Transfer to PARKS IMPROVEMENT BOND DEBT SERVICE FUND 152

Annual General Fund Debt Service Payment (bi-annual to match debt payment) 307,450.00

Transfer from GENERAL FUND 110
Transfer to FIRE/EMS FUND 418

Annual General Fund Financial Support (quarterly) 18,150.00

Transfer from GENERAL FUND 110
Transfer to STORM WATER FUND 351

General Fund Financial Support (1st quarter) 40,000.00

Transfer from GENERAL FUND 110
Transfer to SPECIAL ASSESSMENT FUND 417

General Fund Financial Support (1st quarter) 30,000.00

Transfer from PARKING FUND 130
Transfer to PARKING IMPROVEMENT FUND 142

Annual Parking Fund Financial Support (1st quarter) 120,000.00

Transfer from PARKING FUND 130
Transfer to STREET FUND 122

Annual Parking Fund Financial Support for work performed (quarterly) 23,581.00

Transfer from PARKING FUND 130
Transfer to CAPITAL IMPROVEMENT FUND 141

Annual Parking Fund Loan Repayment (quarterly) 115,312.00

Transfer from PARKING FUND 130
Transfer to GENERAL FUND 110

Annual Parking Fund Payment for Service department support (quarterly) 24,500.00

Transfer from WATER FUND 321
Transfer to WATER CAPITAL IMPROVEMENT FUND 322

Annual Water Fund Financial Support (quarterly) 100,000.00

Transfer from WATER FUND 321
Transfer to WATER BOND DEBT SERVICE FUND 312

Annual Water Fund Debt Service Payment (bi-annual to match debt payment) 890,350.00

Transfer from WATER FUND 321
Transfer to WATER CAPITAL EQUIPMENT FUND 320

Annual Water Fund Financial Support (quarterly) 85,000.00

Transfer from WATER FUND 321
Transfer to GENERAL FUND 110

Annual Water Fund Financial Support – Mowing & Muni-Building Expenses (quarterly) 38,295.00

Transfer from WATER CAPACITY BENEFIT - SE FUND 383
Transfer to WATER IMPROVEMENT FUND 322

SE Fund Financial Support (quarterly) 75,000.00

Transfer from WATER CAPACITY BENEFIT - SW FUND 384
Transfer to WATER IMPROVEMENT FUND 322

SW Fund Financial Support (quarterly) 75,000.00

Transfer from SEWER FUND 331
Transfer to SEWER CAPITAL IMPROVEMENT FUND 332

Annual Sewer Fund Financial Support (quarterly) 200,000.00

Transfer from SEWER FUND 331
Transfer to SEWER CAPITAL EQUIPMENT FUND 330

Annual Sewer Fund Financial Support (quarterly) 170,000.00

Transfer from SEWER FUND 331
Transfer to GENERAL FUND 110

Annual Sewer Fund Financial Support – Mowing & Muni-Building Expenses (quarterly)
38,295.00

Transfer from LANDFILL POST-CLOSURE FUND 353
Transfer to REFUSE FUND 341

Annual Post-Closure Fund Financial Support (4th quarter) 195,000.00

Transfer from REFUSE FUND 341
Transfer to GENERAL FUND 110

Annual Refuse Fund Financial Support – Muni-Building Expenses (quarterly) 28,295.00

Transfer from HOTEL TAX FUND 120
Transfer to GENERAL FUND 110

Annual Hotel Tax Fund Financial Support (monthly) 7,189.00

Approved By:

Department Head:
City Manager:

Initial Date

[Signature] 10/27
[Signature] 10/28/11

ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED TRANSFERS FOR THE CITY OF OXFORD, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2012.

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

SECTION 1: The following transfers are to be executed for the City of Oxford during the fiscal year
ending December 31, 2012, as follows:

Transfer from:

GENERAL FUND 110	433,000.00
GENERAL FUND 110	335,688.00
GENERAL FUND 110	430,000.00
GENERAL FUND 110	307,450.00
GENERAL FUND 110	18,150.00
GENERAL FUND 110	40,000.00
GENERAL FUND 110	30,000.00
PARKING FUND 130	120,000.00
PARKING FUND 130	23,581.00
PARKING FUND 130	115,312.00
PARKING FUND 130	24,500.00
WATER FUND 321	100,000.00
WATER FUND 321	890,350.00
WATER FUND 321	85,000.00
WATER FUND 321	38,295.00
WATER CAPACITY BENEFIT FUND – SE FUND 383	75,000.00
WATER CAPACITY BENEFIT FUND – SE FUND 384	75,000.00
SEWER FUND 331	200,000.00
SEWER FUND 331	170,000.00
SEWER FUND 331	38,295.00
LANDFILL POST-CLOSURE FUND 353	195,000.00
REFUSE FUND 341	28,295.00
HOTEL TAX FUND 120	7,189.00

Transfer to:

STREET FUND 122	433,000.00
CAPITAL IMPROVEMENT FUND 141	335,688.00
CAPITAL EQUIPMENT FUND 140	430,000.00
PARKS IMPROVEMENTS BOND DEBT SERVICE FUND 152	307,450.00
FIRE/EMS FUND 418	18,150.00
STORM WATER FUND 351	40,000.00
SPECIAL ASSESSMENT FUND 417	30,000.00
PARKING IMPROVEMENT FUND 142	120,000.00
STREET FUND 122	23,581.00
CAPITAL IMPROVEMENT FUND 141	115,312.00
GENERAL FUND 110	24,500.00
WATER CAPITAL IMPROVEMENT FUND 322	100,000.00
WATER BOND DEBT SERVICE FUND 312	890,350.00
WATER CAPITAL EQUIPMENT FUND 320	85,000.00
GENERAL FUND 110	38,295.00
WATER CAPITAL IMPROVEMENT FUND 322	75,000.00
WATER CAPITAL IMPROVEMENT FUND 322	75,000.00
SEWER IMPROVEMENT FUND 332	200,000.00
SEWER CAPITAL EQUIPMENT FUND 330	170,000.00
GENERAL FUND 110	38,295.00
REFUSE FUND 341	195,000.00
GENERAL FUND 110	28,295.00

GENERAL FUND 110

7,189.00

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

MAYOR

ADOPTED: _____

ATTEST: _____

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/01/11

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/27/11
Date Prepared

Agenda Title: 2012 ANNUNAL ADVANCE ORDINANCE

Recommendation: Approve

Discussion:

Description of Budgeted Advances for the 2012 Budget

Advance from CAPITAL IMPROVEMENT FUND 141
Advance to GENERAL FUND 110

Funds to be reimbursed from ODOT 400,000.00

This repayment to General Fund will be made when funds received or completion of project.

Advance from GENERAL FUND 110
Advance to CDBG FUND 126

Funds to be reimbursed from County 130,000.00

Advance will be made prior to the letting of the 2012 CDBG project.

Advance from CDBG FUND 126
Advance to GENERAL FUND 110

Funds to be reimbursed from County 130,000.00

This repayment to General Fund will be made when funds received or completion of project.

Advance from FEMA FUND 416
Advance to FIRE/EMS FUND 418

Funds to be reimbursed from FEMA 66,860.00

This repayment to Fire/EMS Fund will be made when funds received or completion of project.

Approved By:	Department Head: City Manager:	Initial Date <i>[Signature]</i> 10/27 <i>[Signature]</i> 10/28/11

ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED ADVANCES FOR THE CITY OF OXFORD, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2012.

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

SECTION 1: The following advances are to be executed for the City of Oxford during the fiscal year
ending December 31, 2012, as follows:

Advance from:

CAPITAL IMPROVEMENT FUND 141	400,000.00
GENERAL FUND 110	130,000.00
CDBG FUND 126	130,000.00
FEMA FUND 416	68,860.00

Advance to:

GENERAL FUND 110	400,000.00
CDBG FUND 126	130,000.00
GENERAL FUND 110	130,000.00
FIRE/EMS FUND 418	68,860.00

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

MAYOR

ADOPTED: _____

ATTEST: _____

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/1/11

Heidi Hill
Prepared By

Account Code No. #: NA

Budgeted Amount: NA

10/13/11
Date Prepared

Agenda Title: 2012 Fee Ordinance

Recommendation: Approve

Discussion:

This memo explains the modifications to the current city code as reflected in the accompanying fee ordinance. Additions, changes, or deletions in the ordinance are shown as follows:

- Additions are in bold
- Deletions are in strikeout type
- Fees not changed are in normal type

Any questions regarding fee changes should be directed to the respective department head.

Approved By:

Department Head:
City Manager:

Initial Date

[Signature] 10/13
[Signature] 10/26/11

ORDINANCE NO.

ORDINANCE ADOPTING FEES AND CHARGES FOR FISCAL YEAR 2012.

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

SECTION 1: The City Manager recommends the Council adopt fees for 2012 as itemized below.

A. RECREATION DEPARTMENT (A resident lives or works in the City of Oxford.)

	<u>\$ Amount</u> <u>Residents</u>	<u>\$ Amount</u> <u>Non-residents</u>
<u>1) FITNESS</u>		
Drop-in-fees	4.00	4.50
Aerobics per class	3.50	3.75

2)WEIGHT ROOM FEES

Adults			
1 Year	95.00	100.00	105.00
6 Months	80.00	85.00	90.00
3 Months	70.00	75.00	80.00
1 Month	30.00	35.00	
Drop-ins	4.00	4.50	
High School			
1 Year	60.00	65.00	66.00
6 Months	50.00	55.00	
3 Months	45.00	50.00	
1 Month	25.00	30.00	
Drop-ins	4.00	4.50	

3) PRESCHOOL (per week)

Mon/Wed/Fri	33.00	35.00	35.00	39.00
Tues/Thurs	24.00	25.00	26.00	29.00

5) PLAYGROUND/SUMMER DAY CAMPS 10 WKS.

Daily	25.00	27.00	28.00	30.00
each additional child in family	23.00	25.00	26.00	28.00
Weekly	85.00	90.00	94.00	100.00
each additional child in family	80.00	85.00	88.00	94.00

6) DAY CAMPS

Half-day:

Pre-school camps	60.00	63.00	66.00	70.00
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7) YOUTH SPORTS LEAGUES

Basketball (11 wks)

Instructional League	45.00	46.00	50.00	52.00
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Competitive League	70.00	72.00	77.00	80.00
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8) ADULT SPORTS LEAGUES

Adult softball	400.00
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Tournament	110.00
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9) RENTAL FEES

Municipal pool

Pool rental, per hour (minimum 2 hours)	50.00	55.00
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Guard fee, per hour	10.00	12.00
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Athletic Field Rental Fees

Per game, per field (rental)	25.00	30.00
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Per game, per field (prep)	30.00	35.00
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Per hour, per field (lights)	30.00	35.00
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Per day, per field (Rental)	110.00	160.00
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Community Park Gazebo Rental (Minimum 2 hours)	25.00	30.00
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Leonard Howell, TRI Shelter Half Day	25.00	30.00
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Full Day	50.00	55.00
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Electric Tap Fee	50.00 (First 3 hours)
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(Large machines such as ice machine Inflatable's, etc.)	25.00 (Each additional hour)
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10) MUNICIPAL POOL

Season pool passes

Family (5 or less)	120.00	125.00	135.00	140.00
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Family (6 or less)	125.00	130.00	140.00	145.00
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Adult	90.00	95.00	100.00	105.00
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High School	70.00	75.00	80.00	85.00
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Child over 3 years	65.00	70.00	75.00	80.00
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General admission

Adult	4.00	4.00
High School	3.75	3.75
Child over 3 years	2.75	2.75

Swimming lessons

Parent/toddler (6 mo. - 5 yr.)	33.00	36.00
Skill Level I and II	35.00	37.00 39.00
Skill Level III thru IV	38.00	40.00 42.00

11) SENIOR CITIZEN CENTER RENTAL

(minimum 2 hour rental)

60/hr includes kitchen/great room

~~Plus \$1 per person deposit~~

Special events and specialty class fees are established to cover the direct cost of each class/activity offered.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1) ADMINISTRATIVE ZONING REVIEW

Building Accessory, Minor Improvements

Residential 15.00

Commercial 20.00

One or Two-Family Residential 25.00 per unit

Three-Family or more Residential 25.00 per unit

Commercial 200.00 per unit

Sidewalk Use Permit 50.00

Signs (per sign) 25.00 per sign plus

\$1 per sq. ft. per side

Signs in conjunction with building application 25.00 per sign plus
1.00 per sq. ft. per
side

Face changes of signs 25.00

Zoning Verification Letter 35.00

2) BOARD OR COMMISSION REVIEW

GENERAL FEES FOR ALL BOARDS AND COMMISSIONS

Significant changes to original application

may be subject to new fees as determined by the Community Development Director at a cost not to exceed original application.

(Revisions beyond the 3rd submittal, requiring planning or engineering review, will be charged a re-review fee per review.) 30.00

List of property owners for notification purposes 30.00

PLANNING COMMISSION

Additional Use Special Use and Conditional Use Permits	400.00, plus actual postage
Alternate Landscaping Plan	25.00
Annexation	
100% owner petition	300.00 plus 1.00 per acre
Others	300.00 plus 3.00 per acre
Conceptual Review	No fee
Lot Changes	
Subdivision Development	
Preliminary	400.00 plus 10.00 per lot, plus actual postage
Final	400.00 plus 10.00 per lot, plus actual postage
Planned Development	
Preliminary	400.00 plus 100.00 per acre, plus actual postage
Final	400.00 plus 100.00 per acre, plus actual postage
Minor Amendment	50.00
Lot Consolidation	20.00
Lot Split	20.00
Zoning Amendments	
Code (per topic)	150.00, plus actual postage
Map	150.00, plus actual postage
All other for Planning Commission	
Review at public meeting only	25.00
Requiring one or more legal notices	100.00

HISTORIC & ARCHITECTURAL PRESERVATION COMMISSION

Certificate of Appropriateness	30.00
Sketch Review	No fee

BOARD OF ZONING APPEALS

Variance Petition	400.00, plus actual postage
Appeal of Administrator's Decision	50.00
Appeal of HAPC Decision	100.00

3) DOCUMENTS, MAPS, & OTHER MATERIALS	At Cost
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C. INSPECTIONS

1) One, Two, and Three-Family Dwellings and Accessory Buildings (OBOA -

Ohio Building Officials Association)

a. New Construction

Building	25.00 plus 10.00 per 100 square feet of gross floor area.
Mechanical	25.00 plus 4.00 per 100 square feet of gross floor area.
Electrical	25.00 plus 3.00 per 100 square feet of gross floor area.
Third and subsequent plan review	40.00 per hour

b. Miscellaneous

Accessory Buildings	
0 200-600 square feet	40.00 per structure
601 + square feet	7.00 per 100 square feet
Furnace installation/replacement	30.00
Central air condition installation/replacement	30.00
Combination furnace/central air Installation/replacement	60.00
Minor Electric	30.00
Demolition	50.00
Alterations/Remodeling/Fire Repair	
0-600 square feet	40.00
601 + square feet	10.00 per 100 square feet
Partial permits (where granted)	50.00
Temporary Certificate of Occupancy	40.00
Swimming Pool	
In-ground	90.00
Above ground	40.00
<u>2. Commercial and Residential Buildings (Ohio Basic Building Code)</u>	
<u>Commercial and residential</u>	

a. New Construction

Building	120.00 plus 7.00 per 100 square feet of gross floor area, including accessory buildings
Mechanical	100.00 plus 3.00 per 100 square feet of gross floor area, including accessory buildings
Electrical	150.00 plus 2.50 per 100 square feet of gross floor area, including accessory buildings
Alterations/Remodeling/Fire Repair	80.00 plus 3.00 per 100 square feet
Fire Suppression Systems	150.00 plus 3.20 per 100 square feet of gross floor area.
Hood Suppression Systems	100.00
Hood System	80.00
Fire Alarm System	100.00 plus 1.00 per 100 square feet of gross floor area
Minor Electric	80.00
Third and subsequent plan review	75.00 per hour

b. Miscellaneous

Demolition	80.00
Furnace/AC Replacement	80.00
Partial Permit (where granted)	100.00
Temporary Certificate of Occupancy	80.00

OBBC Surcharge

Applications covered by the OBBC will be assessed an additional 3% surcharge fee as mandated by Ohio Administrative Code Section 4101:2-1-50(b).

3. Other Fees

(Applies to both OBOA and OBBC buildings unless otherwise noted.)

Moving or relocating buildings	250.00
Building Permit Renewal	50.00
Electric Service Upgrade	35.00
Temporary Pole	30.00
Change of Building Plans (after approval)	
50.00 plus cost of plan review (40.00 for residential, 75-dollar 75.00 for commercial per hour) when building plans are revised after issuance of permit.	

Fuel Storage Tank (per tank)	25.00
Sidewalk-Curb-Gutter Permit	25.00
Certificate of Use and Occupancy (not associated with building permit)	80.00
Awnings, tents	25.00
Signs	50.00
Fences	20.00
Reinspection Fee	30.00
(Charge for the third and subsequent inspection each time for the same permit)	
Backflow Prevention Permit	25.00
Work without a permit	Greater of \$200.00 or twice the cost of the permit fee
(Starting construction without a permit)	
Gas Line (per meter)	30.00

<u>4. Removal of structure prior to receipt of Certificate of Appropriateness</u>	50% of estimated demolition cost for each day after notification until a plan for reuse of property and a bond is filed.
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5. Rental Housing Permits

Initial Establishment (or if inactive for 2 years or more)	
First unit	110.00
Each additional unit	30.00
Fraternity	330.00 for first 50 persons, 15.00 for each additional person

Invalid rental permit: The rental permit shall be invalid if the permit has not been renewed for over one year after the expiration date or the subject property has not been inspected for over 24 months, unless an active building permit is in progress.

Late Fee	10.00 after 60 days expired.
	20.00 after 120 days expired.
	30.00 after 180 days expired.

Annual Renewal & Ownership Transfer	
First unit	55.00
Each additional unit	30.00
Rooming house or lodging house	110.00

Fraternity	330.00 for first 50 persons,
	15.00 for each additional person

Re-inspection (charge for a second site visit to re-inspection and each subsequent re-inspection. This charge also applies to additional site visits due to "no show" by agent/owner/designee)

First unit	75.00
Each additional unit	10.00
Rooming house or lodging house	75.00
Fraternity	75.00

Board of Appeal Application	150.00
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D. POLICE DEPARTMENT

Events requiring Officers for Crowd or Traffic Control:

One Officer	35.00 per hour
Each additional Officer	35.00 per hour
Police Supervisor	45.00 per hour

(Required for each four Police Officers)

Police Command Officer	55.00 per hour
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(Required for two squads of five Officers)

Per arrestee processed and transported to Butler County Jail by Oxford Police Department on City of Oxford criminal charges

200.00

Subsequent per diem for inmates incarcerated in Butler County Jail on City of Oxford criminal charges

100.00

Fingerprinting	15.00
Records Checks	15.00

Alarm User Permit Fees

New Residential	20.00 annually
New Commercial/Industrial	25.00 annually
Renewal	10.00 annually

False Alarm Fees

Residential, Commercial & Industrial	
1 to 2 Annually	No charge
Residential	
3 or more	50.00 per occurrence
Commercial/Industrial	

3 to 4 Annually	50.00 per occurrence
5 to 6 Annually	100.00 per occurrence
7 to 8 Annually	200.00 per occurrence
9 or more	400.00 per occurrence
Accident, crime, other reports	Under 20 pages, no charge 21 or more pages, 0.05 per page
Purchase Meter time, Fee for Special Event (Meter Bags)	10.00 per meter per day
Purchase Meter time, Fee for Construction (Meter Bags)	10.00 per meter per day
Signs: "No Parking by Order of the Oxford P.D."	0.35 per sign
Impound/Immobilization Fees	100.00 1 st offense 200.00 2 nd offense 300.00 3 rd and all subsequent for the first day or any part thereof 12.00 each subsequent day or any part thereof 20.00 each subsequent day or any part thereof for vehicles covered or stored within a building
Towing Charges	100.00 1 st offense 200.00 2 nd offense 300.00 3 rd offense plus any additional charges for services requiring specialized equipment or extra personnel
Administrative Citation Hearing Fee	20.00 per appeal (lost appeal only)
Administrative Citation Collection Fee	27% of unpaid fine
Animal Boarding	21.50 1 st day or any part thereof 13.50 each subsequent day or any part thereof
Parking	
Short Term Meters	0.25 per 20 minutes
High Density Parking Areas	0.50 per hour
Street side hourly meters	0.25 per hour
Parking garage meters	0.50 per hour
10 hour meters	0.50 for two hours
Monthly garage lease	75.00 per space
Residential Permitted Parking	25.00 annually
Parking Collection Fees	
Retrieval of vehicle record	1.95 per look up
Citations collection fee	27.00% of unpaid fine
Alcohol Education Program Admin Fee	350.00
Alcohol Education Instructional Fee	125.00

E. FIRE/EMS DEPARTMENT

EMS Runs	BLS-E	580.00 per run
	ALS-1 E	840.00 per run
	ALS-2 E	1042.00 per run
EMS Mileage Rate		14.00 per loaded mile
Court ordered restitution for Transport refusal		289.00
Fire Watch		35.00 per hour per person Two hour minimum
EMS Stand-By		35.00 per hour per person Two hour minimum
Civil Citation Hearing Fee		Actual cost of Hearing Officer (lost appeal only, does not apply on first offense)

F. SERVICE DEPARTMENT

1) Water service

Temporary meter deposit (hydrant connection)

5/8 Inch	500.00
2 Inch	1600.00
Daily set-up and removal of device	100.00

Cost of water by volume (temporary meter) 3.20 per 100 cubic feet
Temporary Water Service through
an approved meter pit device prior
to meter installation:

5/8 x 3/4"	64.00
1"	166.00
1 1/2"	332.00
2"	536.00
3"	1,071.00
4"	1,670.00
6"	3,347.00

Bulk Water Service 3.20 per 100 cubic feet;
requires new account fee for
service. Sanitary fees in
effect for water entering the
Sanitary system. Service
available under authority of
Service Director or his/her
designee.

Account Initiation Fee 50.00 (50% Water, 50% Sewer)

Water rates

Volume charge per 100 cu feet	2.37
Base monthly charge Meter size	
(inch): 3/4 or smaller	8.64
1	14.39
1 & 1/2	28.77
2	46.05
3	86.34
4	143.92
6	287.83
Outside city limits	35% added to amounts above
Late fee	10%
Reconnection fee following service termination	10.00 when past due payment is received before 3:00 PM. 50.00 after 3:00 PM and for weekends/holidays reconnection
Irrigation meter	50.00
Tap-in fees	
Based on tap size (inch)	
1	2,500.00
2	2,845.00
4	3,500.00
6	4,325.00
8	6,525.00
10	8,995.00
12	10,295.00
On brick street	Add 30.00/per sq ft of affected area
Outside City Limits	35% added to amounts above
Separate meter pits	time and materials
Meter Vault and Lid (based on meter size)	
5/8 & 3/4 (inch)	One Included in tap fee; 515.00 each additional
1	One Included in tap fee; 515.00 each additional
2	One Included in tap fee; 515.00 each additional
3" and greater	installed by the contractor at developer's expense.
Water Meter including RF remote sending unit.	
5/8 & 3/4 (inch)	330.00
1	369.00
1 & 1/2	721.00
2	844.00
3	2,400.00
4	3,750.00
Larger than 4	Cost to the City plus 10% administrative fee.

Water Capacity benefit charges
Meter size (inch):

5/8 & 3/4	1,550.00
1	4,020.00
1 & 1/2	8,090.00
2	13,090.00
3	26,100.00
4	40,700.00
6	81,600.00
8	130,500.00
10	187,900.00

Fifty percent of the required capacity benefit charge will become due for all lots platted at time of recording. The remaining fees will become due with application for a building permit.

Interest rate on past due capacity benefit permits unpaid after 30 days	Highest rate allowable by law
New construction inspection	50.00 (initial inspection) 50.00 (re-inspection of failed work)
New Water Main Chlorination / Disinfection Inspection	150.00
New water main valve operation / And line flushing	150.00
New Water Main Hydrostatic Testing	100.00 per test
New Water Main Bacteria sampling / Testing	150.00 per event (includes outside laboratory fees)
Water main installation inspection / Outside of normal working hours	City cost for inspection expense
Fire Hydrant Flow Testing	100.00 per hydrant test
Damage to City facilities	Repair cost plus 40%

2. Sanitary Sewer service

Sewer rates

Volume charge Per 100 cu feet	3.72
Base monthly fee	3.63
Surcharges	
Excess suspended solids	0.177/lb
Excess biochemical oxygen demand	0.182/lb
Excess oil and grease	0.20/lb
Commercial preparer or server of food	0.10 per 100 cu feet
Sewage Sampling fee	75.00
Late fee	10%

Sewer Capacity benefit charges

Meter size (inch):

5/8 & 3/4	1,550.00
1	4,020.00
1 & 1/2	8,090.00
2	13,090.00
3	26,100.00
4	40,700.00
6	81,600.00
8	130,500.00
10	187,900.00

Fifty percent of the required capacity benefit charge will become due for all lots platted at time of recording. The remaining fees will become due with application for a building permit.

Interest rate on past due capacity benefit permits unpaid after 30 days	Highest rate allowable by law
New construction and Sanitary	50.00 (initial inspection)
Lateral repair inspection	50.00 (reinspection of failed work) 50.00 Inspection of existing sanitary lateral repairs
Sanitary Sewer Cleaning (jet truck)	280.00 per hour (1 hr. min.)
Sanitary Sewer Main Video Inspection	280.00 per hour (1 hr. min.)
Sanitary Lateral Video Inspection	280.00 per hour (1 hr. min.)
Sanitary Sewer Manhole Inspection (vacuum method)	50.00 per manhole
Staff monitoring of private contractor Video inspection	25.00 per hour (1 hr. min.)
Sanitary Sewer Low Pressure Air Test (per City specifications)	25.00 per test section
Sanitary Sewer Main Construction (inspection services beyond normal working hours - overtime expense)	Cost to City of Oxford
Sanitary sewer Lift Station District Surcharge	Charge 50% surcharge to volume fee.
Locating service for private sanitary lateral	280.00 per hour (1 hr min.)
Damage to City facilities	Repair cost plus 40%
Special Wastewater Discharge Application	25.00

(tank pumping, V groundwater, etc.)

Special Wastewater Contaminated Discharge Treatment 11.16 per 100 cubic feet

3. Refuse service

Monthly rate (includes ~~2.75~~ 2.90 Recycle fee or ~~3.75~~ 4.00 fee with larger 65 gallon container):

Hand Service refuse	29.00 29.80
Hand Service recycling	11.60 11.90

Residential service ~~16.80~~ 17.30 or 18.40 with 65 gallon recycling container

~~Collection/disposal of solid wastes and recyclable materials for up to 10 containers (with up to 40/45 gallon capacity, recycling bins or 65 gallon recycling totes (or similar))~~

(Single Family or Multi-unit dwellings with four or less units)

Waste-wheeler	16.80 17.30 if owned or 18.40 with 65 Gallon recycling container
Waste-wheeler rental	3.00

Commercial Service

Waste-wheeler customer	23.40 24.00
Waste-wheeler rental	9.00
Two cubic yard dumpster	72.30 74.20
Two cubic yard dumpster rental	14.00
Three cubic yard dumpster	95.50 97.90
Three cubic yard dumpster rental	17.00
Four cubic yard dumpster	121.80 124.90
Four cubic yard dumpster rental	20.00
Six cubic yard dumpster	177.80 182.30
Six cubic yard dumpster rental	23.00
Eight cubic yard dumpster	232.70 238.60
Eight cubic yard dumpster rental	26.00

Charge per additional pickup

Waste-wheeler customer	16.70 17.20
Two cubic yard dumpster	52.00 53.30
Three cubic yard dumpster	71.30 73.10
Four cubic yard dumpster	93.60 96.00
Six cubic yard dumpster	134.30 137.70
Eight cubic yard dumpster	175.00 179.40

Recycling

Waste wheeler	9.90 10.20
Waste wheeler rental	9.00
Two cubic yard dumpster	34.00 34.90
Two cubic yard dumpster rental	14.00
Three cubic yard dumpster	45.60 46.80
Three cubic yard dumpster rental	17.00
Four cubic yard dumpster	57.10 58.60
Four cubic yard dumpster rental	20.00
Six cubic yard dumpster	74.70 76.60
Six cubic yard dumpster rental	23.00
Eight cubic yard dumpster	93.70 96.10

Eight cubic yard dumpster rental 26.00

Late fee	10%
One-time additional pickup permit Stickers	10.00 per Sticker
Yard Waste Stickers	3.00 per Sticker
Compactor Tickets	29.50 30.50 per 1 Cu. Yd.
Portable Toilet Rental and Servicing	Contract cost to city
<u>4. Cable franchise agreement fee</u>	5% of annual gross revenue

5. Miscellaneous

DVD Copies 5.00

G. ENGINEERING DIVISION

1) Design manual fees:

Water and Sanitary Sewer Improvement Specifications	30.00
Storm Water Management Design	20.00
Digital city standard drawings	15.00 per compact disc

2) Map Order

Media:

Bond	8 1/2 x 11	B/W	4.00
Bond	8 1/2 x 11	Color	4.00
Bond	11 x 17	B/W	4.00
Bond	11 x 17	Color	4.50
Bond	24 x 36	B/W	10.00
Bond	24 x 36	Color	11.00
Bond	36 x 48	B/W	18.00
Bond	36 x 48	Color	20.00
Mylar	24 x 36	B/W	12.00
Mylar	24 x 36	Color	14.00
Mylar	36 x 48	B/W	20.00
Mylar	36 x 48	Color	22.00

Dry Mounted

24 x 36	NA	10.00 + map fee
36 x 48	NA	22.00 + map fee

Base and Zoning maps		
Lots	5.00	plus media cost
Oxford Historic District	1.00	plus media cost
Corporation limits	Free	
Water lines	5.00	plus media cost
Sewer lines	5.00	plus media cost
Base and Zoning maps (continued)		
Storm sewer lines	5.00	plus media cost
Zoning	5.00	plus media cost
Proposed development	5.00	plus media cost
Additional use permits	5.00	plus media cost
P.U.D.'s	5.00	plus media cost
Special use permits	5.00	plus media cost
Street index	1.00	plus media cost
Digital base map section	15.00	per diskette
3) Plans and Specifications Sales	20.00	to 500.00
(dependent on the size of the project)		
4) Document handling/forwarding fee	25.00	
to regulating agencies		

H. STREET DIVISION

Street cut surface repair	Up to 40 sq.ft. - \$100.00 (or 40 linear ft of curb totaling less than 40 sq. ft.) >40 sq.ft. - \$100.00 + 2.50 per additional sq.ft. Brick Street Repair - \$30.00 per sq. ft.
Work without a permit in ROW (Starting construction or without a permit)	Greater of \$200.00 or twice the cost of the permit fee
Street Tree Permits	No charge
Removal of hazardous trees from private property	At cost to city plus 5% Administrative fee
Street Spills	Cost of time and materials for cleanup + 10% Administrative Fee
Right-of-way Requests	
Personnel (misc. tasks)	25.00 hr
Event Electrician	100.00 + necessary materials at cost
Road Closures/Detours	135.00
Event Trash cans	5.00
Street Signs	Cost of labor/materials used + 10% administrative fee

Gravesite Plots	100.00
Woodside Cemetery gravesite After 3:30 Monday-Friday And weekends	200.00 250.00 Opening and closing Additional 100.00

Street Banner Installation And removal	Single banner 100.00
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Damage to City Facilities	Costs plus 40%
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I. FINANCE DEPARTMENT

Misc. Copies	
(Under 20 pages)	No charge
(21 or more pages) per copy	.05 .10 per Page

Final Annual Budget Document	
Paper	No charge At cost to City
Electronic	5.00 per DVD/CD
Any Other Method	At cost to City

Comprehensive Annual Financial Report	
Paper	No charge At cost to City
Electronic	5.00 per DVD/CD
Any Other Method	At cost to city

Hotel tax rates:	
Hotel tax	3.00%
Convention tax	3.00%

Motor vehicle license tax	5.00 per motor vehicle
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Motor Coach or Bus (Each)	25.00 per Year
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Taxicab (Each)	10.00 per Year
Minimum fee per company	25.00 per Year

Vendor License	50.00 per Calendar Month, or 300.00 per Year
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NSF check Fee	5.00 per Check
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Collections Fee on Delinquent Accounts	
Phase I	10.00 per written off account
Phase II	45.00% of the amount due on accounts more than \$250.00 35.00% of the amount due on accounts less than \$250.00

Dog License	0.75 per Tag (City Share), plus amount charged by County
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J. HUMAN RESOURCES

Non refundable Civil Service Exam Fee 15.00

SECTION 2: Council hereby accepts the recommendation of the City Manager and authorizes the adoption of the fees as contained herein. Additionally, the Council authorizes the City Manager to implement changes to existing fees or add new fees as deemed appropriate.

SECTION 3: This ordinance repeals ordinance adopted by the City of Oxford, but does not repeal the enabling language of the legislation by which these fees were previously adopted, which language shall otherwise remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Human Resources

Originating Department

Council Meeting Of: November 12, 2011

Donna Heck

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

October 26, 2011

Date Prepared

Agenda Title: 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, 2012 Through December 31, 2012.

Recommendation: Approve.

Discussion: Additions/corrections are noted in bold and items to be eliminated/changed are indicated by strikeout.

Section 1. The Utility Billing and Collections Supervisor position in the Finance Department has been eliminated resulting in a reduction in full time employees.

Section 2. Staff is recommending a two percent (2%) cost of living (COLA) increase or a market adjustment.

Section 7. F. The City contribution for health insurance has increased from \$950.00 to \$1,011.00 per employee per month. Employee contributions will also be increased from \$12.87 to \$23.36 for single coverage and from \$29.61 to \$59.23 for family coverage, each pay period.

Attachment A: The pay bands have been increased by 2% for 2012.

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

DJH 10/27/11

DH 10/27/11

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, ~~2011~~ **2012** THROUGH DECEMBER 31, ~~2011~~ **2012**.

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

<i>POSITION TITLE</i>	<i>AUTHORIZATION</i>		
	<i>TYPE</i>	<i># OF EMPLOYEES</i>	<i>PAY BAND</i>
<i>OFFICE OF THE CITY MANAGER</i>			
City Manager	(NC)	(1)	By Contract
Assistant to the City Manager	(NC)	(1)	5
Human Resources Director	(NC)	(1) **	7
Clerk of Council/AIII	(NC)	(1)	4
<i>ECONOMIC DEVELOPMENT DEPARTMENT</i>			
Economic Development Director	(NC)	(1)	7
<i>FINANCE DEPARTMENT</i>			
Finance Director	(NC)	(1)	By Contract
Assistant Finance Director	(C)	(1)	6
Utility Billing and Collections Supervisor	(C)	(1)	6
Payroll and Benefits Specialist	(C)	(1)	5
Utility Collections Specialist II	(C)	(1)	4
Utility Collection Spec. I.	(C)	(1)	2
Accounting Specialist	(C)	(2)	4
Accounting Assistant	(C)	(1) *	2
<i>LAW DEPARTMENT</i>			
Law Director	(NC)	(1)	By Contract

***Authorized-not budgeted.**

****Authorized-Part Time**

PARKS & RECREATION DEPARTMENT

Parks & Recreation Director	(NC)	(1)	7
Recreation Programs Supervisor	(C)	(1)	5
Sports Activities Supervisor	(C)	(1)	5
Office Manager	(NC)	(1)	5
Receptionist	(C)	(1)	1
Custodian	(NC)	(1)	1
Recreation Programs Coordinator	(C)	(1) **	3
Sports Coordinator	(C)	(1)	3

COMMUNITY DEVELOPMENT DEPARTMENT

Community Development Director	(NC)	(1)	7
Planner	(C)	(1)	6
Admin. Asst. to Director (Tech)	(NC)	(1)	5
Administrative Assistant II	(NC)	(2)	3

SAFETY DEPARTMENT - FIRE DIVISION

Fire Chief/Inspector	(NC)	(1)	7
Assistant Chief/Inspector	(NC)	(1)	6
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
Public Safety Communications Officer	(C)	(9)	By Contract
Office Manager	(NC)	(1)	5
Assistant to the Chief (Tech)	(NC)	(1) **	5
Properties Custodian	(C)	(1)	2
Parking Clerk	(NC)	(1)	2

SERVICE DEPARTMENT

Service Director	(NC)	(1)	7
Deputy Director	(C)	(1)	6
Environmental Specialist	(C)	(1)	5
Administrative Assistant III	(NC)	(1)	4
Custodian	(NC)	(1)	1

***19 Authorized – 15 Budgeted**

****Authorized – Part Time**

ENGINEERING DIVISION

City Engineer	(C)	(1)	6
Engineer	(C)	(1) *	6
Engineer-in-training (EIT)	(C)	(1)	5
Engineering Aide	(C)	(1)	4

STREETS AND MAINTENANCE DIVISION

Streets and Maintenance Manager	(C)	(1)	6
Equipment Mechanic	(C)	(2) **	5
*authorized for two - budgeted for one			
Parks Maintenance Supervisor	(C)	(1)	5
Street Operations Specialist	(C)	(1)	4
Service Workers		(10) ***	

WASTEWATER DIVISION

Collection

Wastewater Collection Manager	(C)	(1)	6
Service Workers		(4)	

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		(3)	

WATER DIVISION

Distribution

Water Distribution Manager	(C)	(1)	6
Service Workers		(4)	

Plant

Water Plant Manager	(C)	(1)	6
Utility Maintenance Technician	(C)	(1)	2
Utility Meter Reader	(NC)	(1)	1
Water Plant Operators		(2)	

***authorized-not budgeted**

****2 authorized - 1 budgeted**

*****10 authorized 9 budgeted**

TOTAL Full-Time Budgeted:

~~114~~ **111** (122 authorized
not budgeted)

NC = Non-Classified Employee

C = Classified Employee

SECTION 2: *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 2%(COLA) increase of all employees not covered by a collective bargaining agreement. The Finance Director, Law 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. Employees who are below market midpoint will receive an additional 0% annual increase for 2011 provided they have a satisfactory performance evaluation.~~

SECTION 3: The following part-time positions are hereby established with respect to position title, authorized number and maximum compensation (rate per hour except as otherwise indicated):

<i>POSITION TITLE</i>	<i>AUTHORIZATION</i>	
	<i># OF</i>	<i>PAY</i>
	<i><u>EMPLOYEES</u></i>	<i><u>RATE</u></i>
<i>ADMINISTRATION</i>		
Receptionist	1	\$14.00/hr
Human Resources Director	1	\$40.1849/hr \$40.9886
<i>FINANCE DEPARTMENT</i>		
Accounting Assistant	1	\$14.00/hr
<i>PARKS & RECREATION DEPARTMENT</i>		
Park/Recreation Technician	5	\$11.00/hour
Program/Facility Coordinator	3	\$14.00/hour
Senior Program Coordinator	1	\$16.25/hour
<i>SERVICE DEPARTMENT</i>		
Laborers	4	\$12.00/hour
Streets & Maintenance Division		
Wastewater Collection		
Water Plant Operators	2	\$20.2528/hour
<i>SAFETY DEPARTMENT - FIRE DIVISION</i>		
Part-Time Firefighters/EMT's	30	up to \$14.80/hr 15.10
Firefighters and/or EMT's	64	up to \$14.80/hr 15.10
Fire Division Captains	3	up to \$15.80/hr 16.12
Fire Division Lieutenants	3	up to \$15.30/hr 15.61
	\$16.12	15.80/12-hr shift 1 run
	\$32.23	\$31.60/24-hr shift 2 runs
<i>SAFETY DEPARTMENT - POLICE DIVISION</i>		
Assistant to the Chief-Parking & Transportation	1	\$39.1394/hr \$39.9222
Police Officer	6	contract base pay
Public Safety Assistant	3	contract base pay
Public Safety Communications Officer	4	contract base pay
Parking Interns	8*	\$14.00/hr
*Reimbursed		
TOTAL Part-Time Authorized Strength: 139		
<i>CITY-WIDE</i>		
Intern/Temporary Part-time		\$14.00/hour

SECTION 4: The following seasonal part-time positions are hereby established with respect to position title, authorized number and maximum compensation (rate per hour except as otherwise indicated):

<i>POSITION TITLE</i>	<i>AUTHORIZATION</i> <i># OF</i> <i><u>EMPLOYEES</u></i>	<i>PAY</i> <i><u>RATE</u></i>
<i>PARKS & RECREATION DEPARTMENT</i>		
Park/Recreation Technician	36	\$11.00/hour
Program/Facility Coordinator	3	\$14.00/hour
<i>SERVICE DEPARTMENT</i>		
<i>STREET DIVISION</i>		
Laborer	7	\$12.00/hour
<i>WASTEWATER DIVISION</i>		
<u>Plant</u>		
Laborer	1	\$12.00/hour
<u>Collections</u>		
Laborer	1	\$12.00/hour
<i>WATER DIVISION</i>		
<u>Plant</u>		
Laborer	1	\$12.00/hour
TOTAL Seasonal Part-Time Authorized Strength: 49		

SECTION 5: Department Heads and Supervisory Employees.

- A. Defined.** The positions of City Manager, Finance Director, Law Director, Police Chief, Community Development Director, Service Director, Parks and Recreation Director, Fire Chief, Human Resource Director and Economic Development Director 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 (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. **Firefighters.** 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 (1500) hours in any given Calendar year or in excess of one hundred-six (106) hours in any pay period.

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 recuperative 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.

- D. **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.

E. Funeral Leave. Full-time employees will be permitted to use up to three (3) days funeral leave per calendar year for such time as may be reasonably needed for the purpose of attending the funeral of a member of their immediate family. After exhausting this annual allowance, an employee will be permitted to use up to three (3) days of sick leave as may be reasonably needed for the purpose of attending the funeral of a member of their immediate family. In no case shall an employee use more than a combined total of three (3) days funeral and/or sick leave for a single funeral. Immediate family shall be construed to mean spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, spouse's grandparent or grandchild. Leave of absence without pay is allowed for other funerals when approved by the employee's supervisor.

F. Payment of Health Insurance Premiums. For each full-time, employee (forty hours per week) and Law Director who participates in the City group medical insurance programs, the City will pay ~~nine hundred fifty dollars (\$950.00)~~ **one thousand and eleven dollars (\$1,011.00)** per month per employee 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 ~~\$12.87~~ **\$23.36** for single coverage and ~~\$29.61~~ **\$59.23** for family coverage, each pay period, with deductions being made from gross pay before taxes resulting in the cost being reduced to ~~\$9.27~~ **\$17.52** for single and ~~\$21.32~~ **\$44.42** for family.

G. Holiday Schedule. There shall be fourteen (14) paid holidays for full-time employees as follows:

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 Day (The day preceding or following
Christmas Day holiday as designated by the City
Manager)
Christmas Day (December 25)
Four (4) Personal Days - 32 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. 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.

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

- a) If an employee works the designated holiday, the employee is entitled to:
 - 1) One and one-half (1-1/2) times their base hourly rate for the hours worked, and
 - 2) a paid day to be taken at another time.
- b) 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. 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 and the Law Director. 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.

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. 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, 2011 and are full-time employees of the City on or before December 31, 2011. 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 ~~2011~~ **2012** shall be given the appropriate longevity payment with final pay. All other eligible employees will receive Longevity Bonus pay in November ~~2011~~ **2012**. 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 - \$1000
After 15 years - \$700	After 28 years - \$1025
After 16 years - \$725	After 29 years - \$1050
After 17 years - \$750	After 30 years - \$1075

K. Vacation. An employee shall accrue vacation monthly at the following rate unless otherwise covered by a collective bargaining unit (except a first year employee who shall receive the employee's vacation accrual after the completion of the twelfth month):

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

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.

L. 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.

SECTION 8: Disability Income Continuation Benefit

Each full-time employee of the City of Oxford, who is disabled to the extent that the employee cannot perform regular duties as a result of injuries sustained in an identifiable incident while in the course of public employment with the City, not through the employee's own negligence, shall after exhaustion of the employee's accumulated sick leave, continue to receive, for a period not to exceed one calendar year from the date of sick leave exhaustion, an amount of compensation equivalent to the employee's full salary less any and all funds received from all public or private agencies by way of pension, compensation or indemnity for such disability. The employee shall make application for "Temporary Total" disability compensation under Workers' Compensation law of Ohio. Provided that where the disability is of a type or nature which will prevent the

employee from returning to municipal employment, the employee shall apply for such available benefits of said funds or money that may accrue to the employee and be payable from the Public Employees Retirement System or Police and Fire Pension Fund. Provided further, that in the case of firefighters, the initial determination and recommendation of compensation shall be made by the Firefighters Dependents Board. The City Manager shall cause the employee to be examined, by a physician of the City's choice, to determine the extent of the disability and may require subsequent examinations during the period of disability.

SECTION 9: 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 10: 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: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

ATTACHMENT A
CITY OF OXFORD OHIO
PAY BANDS (2011) (2012)

		<u>MINIMUM</u>	<u>MAXIMUM</u>
PAY BAND 7			
Annual	\$57,591	\$56,462.00	\$101,504 \$103,534
Hourly	\$27.6880	\$27.1451	\$48.8001 \$49.7760
PAY BAND 6			
Annual	\$44,790	\$43,912.00	\$77,981 \$79,541
Hourly	\$21.5337	\$21.1115	\$37.4908 \$38.2406
PAY BAND 5			
Annual	\$38,376	\$37,624.00	\$63,402 \$64,670
Hourly	\$18.4502	\$18.0884	\$30.4818 \$31.0913
PAY BAND 4			
Annual	\$33,728	\$33,067.00	\$53,613 \$54,685
Hourly	\$16.2155	\$15.8975	\$25.7755 \$26.2909
PAY BAND 3			
Annual	\$30,560	\$29,961.00	\$50,509 \$51,519
Hourly	\$14.6924	\$14.4043	\$24.2833 \$24.7688
PAY BAND 2			
Annual	\$28,589	\$28,028.00	\$45,489 \$46,399
Hourly	\$13.7445	\$13.4750	\$21.8696 \$22.3071
PAY BAND 1			
Annual	\$25,836	\$25,329.00	\$41,085 \$41,907
Hourly	\$12.4209	\$12.1774	\$19.7522 \$20.1474