



Agenda

Oxford City Council

Court House

TUESDAY, NOVEMBER 20, 2012

EXECUTIVE SESSION

7:00 P.M.

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

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

REGULAR MEETING

7:30 P.M.

PLEDGE OF ALLEGIANCE

2. Approval of Agenda.

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

3. Public Participation.

- A. Introduction of Jessica Greene, Director, Oxford Visitors Bureau.
- B. Public Comments.

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

4. Consent Agenda.

- A. Minutes of the November 6, 2012 City Council Meeting. (Mary Ann Eaton, Clerk of Council)



Minutes

- B. Report regarding the November 7, 2012 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)



Report

- C. Report regarding the November 7, 2012 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 17, 2012 until 6:00 p.m. on January 1, 2013. The two hour restriction for meters in these locations will remain in effect. (Bob Holzworth, Police Chief)



Staff Report/Resolution

- E. A Resolution authorizing the City Manager to enter into a three (3) year Software Subscription Agreement with T2 Systems, Inc. for the use of software utilized by the City of Oxford's Parking Unit at a total cost of forty one thousand seven hundred and eighty-one dollars (\$41,781.00). (Bob Holzworth, Police Chief)



Staff Report/Resolution

5. Resolutions.

- 1. A Resolution accepting the bid of Adleta Construction, Inc. and authorizing the City Manager to enter into a contract with Adleta Construction, Inc. for the reconstruction of College Avenue from Spring Street to High Street at a cost of \$456,479.90 plus a

contingency amount of ten percent (10%) of the contract price or \$45,647.99 for a total cost not to exceed \$502,127.89. (Mike Dreisbach, Service Director)



Staff Report/Resolution

6. Ordinances.

A. First Reading.

1. An Ordinance Amending Ordinance No. 3159. Supplemental Budget Ordinance No. 4 To Make Supplemental Appropriations For Fiscal Year 2012. (Joe Newlin, Finance Director)



Staff Report/Ordinance

B. Second Reading.

1. An Ordinance Repealing Oxford Codified Ordinance Section 935.05 Entitled Street Tree Species To Be Planted, And Adopting New Oxford Code Of Ordinances Section 935.05 Entitled Street Tree Species To Be Planted. (Mike Dreisbach, Service Director)



Staff Report/Ordinance

2. 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, 2013. (Joe Newlin, Finance Director)



Staff Report/Ordinance

3. An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2013. (Joe Newlin, Finance Director)



Staff Report/Ordinance

4. An Ordinance Outlining Budgeted Advances For The City Of Oxford, State of Ohio, During The Fiscal Year Ending December 31, 2013. (Joe Newlin, Finance Director)



Staff Report/Ordinance

5. An Ordinance Adopting Fees And Charges For Fiscal Year 2013. (Joe Newlin, Finance Director)



Staff Report/Ordinance

6. 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, 2013 Through December 31, 2013. (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.

WED - Nov 21 Board of Zoning Appeals Meeting 7:30 p.m. Cancelled

THUR - Nov 22 Holiday - City Offices Closed

FRI - Nov 23 Holiday - City Offices Closed

FRI - Nov 23 Community Improvement Corporation Meeting Cancelled

WED - Nov 28 Civil Service Commission Meeting 7:00 p.m.

FRI - Nov 30 Student Community Relations Commission Meeting 3:45 p.m. LCNB

FRI - Nov 30 Oxford Holiday Festival 6:00 p.m. Oxford Memorial Park

SAT - Dec 1 Oxford Holiday Festival 9:00 a.m. Oxford Community Arts Center

TUES - Dec 4 City Council Meeting 7:30 p.m.

WED - Dec 5 Community Relations Commission Meeting 4:30 p.m. Municipal Building

WED - Dec 5 Historic and Architectural Preservation Commission Meeting 6:00 p.m.

WED - Dec 5 Environmental Commission Meeting 7:00 p.m. Municipal Building

TUES - Dec 11 Planning Commission Work Session 6:00 p.m.

TUES - Dec 11 Planning Commission Meeting 7:30 p.m. Cancelled

THUR - Dec 13 Joint Recreation and Tri Board Meeting 12:00 p.m. LaRosa's Community Room

THUR - Dec 13 Police Advisory Board Meeting 7:00 p.m. Senior Citizens Center

MON - Dec 17 Housing Advisory Commission Meeting 7:00 p.m. Municipal Building

TUES - Dec 18 City Council Meeting 7:30 p.m.

WED - Dec 19 Board of Zoning Appeals Meeting 7:30 p.m.

MON - Dec 24 Holiday - City Offices Closed

TUES - Dec 25 Holiday - City Offices Closed

WED - Dec 26 Civil Service Commission Meeting 7:00 p.m.

FRI - Dec 28 Community Improvement Corporation Meeting 12:00 p.m. LCNB

8. Adjourn.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Human Resources

Originating Department

Council Meeting Of: November 20, 2012

Donna Heck

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

October 30, 2012

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, 2013 Through December 31, 2013.

Recommendation: Approve.

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

Section 1. The Deputy Director position in the Service Department has been changed to a Part Time position.

Section 2. Staff is recommending a two percent (2%) cost of living (COLA) increase or a market adjustment. **A. Added language after 2%(COLA) "an increase of 2% rounded up to the nearest penny"...**

Section 3. Two part-time positions have been added resulting in an increased number of part-time positions (Deputy Director and Assistant to the Chief - Business Liaison). This brings the total part-time positions to 143. (Note: This includes the Assistant to the Chief-Technical which has been utilized as a part-time position and is currently vacant.) **The pay rates have been changed to two (2) decimal points instead of four (4).**

Section 6. General Provisions. A number of changes have been made in order to eliminate redundant language and clarify procedures in the Salary Ordinance and Employee Handbook. This includes the removal of Item E. Funeral Leave and Section 8. Disability Income Continuation Benefit from the Salary Ordinance as both are addressed in the Employee Handbook.

Attachment A: The pay bands have been increased by 2% for 2013. **The pay bands have been changed to two (2) decimal points.**

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

Djh 11/15/12

Djh 11/14/12

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, ~~2012~~ **2013** THROUGH DECEMBER 31, ~~2012~~.**2013**

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>		
	<u>TYPE</u>	<u># OF EMPLOYEES</u>	<u>PAY BAND</u>
<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/AAIL	(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
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 – 16 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: **110** ~~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 **rounded up to the nearest penny** 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.

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	\$40.9886/hr 41.81
<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>		
Deputy Director	1	\$36.0799/hr 36.81
Laborers	4	\$12.00/hour
Streets & Maintenance Division		
Wastewater Collection		
Water Plant Operators	2	\$20.2528/hour 20.66
<i>SAFETY DEPARTMENT - FIRE DIVISION</i>		
Part-Time Firefighters/EMT's	30	up to \$15.10/hr 15.41
Firefighters and/or EMT's	64	up to \$15.10/hr 15.41
Fire Division Captains	3	up to \$16.12/hr 16.45
Fire Division Lieutenants	3	up to \$15.61/hr 15.93
		\$16.12/12-hr shift 1 run 16.45
		\$32.23-12-hr shift 2 runs 32.88
<i>SAFETY DEPARTMENT - POLICE DIVISION</i>		
Assistant to the Chief-Parking & Transportation	1	\$24.3055/hr 24.80
Assistant to the Chief - Technical	1	VACANT
Asst. to Chief - Business Liaison	1	\$24.3055/hr 24.80
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: 140 143		
<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.~~

E. 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 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 \$23.36 for single coverage and \$59.23 for family coverage, each pay period, with deductions being made from gross pay before taxes resulting in the cost being reduced to \$17.52 for single and \$44.42 for family.

F. Holiday Schedule. There shall be fourteen (14) paid holidays for full-time employees as follows: **(10 holidays/4 personal days)**

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Washington/Lincoln Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve 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.

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

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

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

- 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.

H. 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.

I. 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, 2013 and are full-time employees of the City on or before December 31, 2013. 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 2013 shall be given the appropriate longevity payment with final pay. All other eligible employees will receive Longevity Bonus pay in November 2013. 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

J. 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):~~ **At the end of the first year (after 12 months) a non-contract employee will be credited with eighty (80) hours of vacation. At that time the employee will start accruing monthly vacation according to the following schedule:**

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.

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

L. Continuing Education/Tuition Reimbursement. For 2013 - \$1,000 will be budgeted. Depending upon the availability of funds, an employee may be reimbursed for the cost of tuition and required course books for any job-related course, provided that the employee submits a written request for reimbursement on the appropriate form, with a copy of the course description, before taking the class. If only one employee submits a request for a class and receives at least a "B" average in the class, the employee will receive 50% of

the amount budgeted. An employee who receives a final grade of "A" will receive 100% of the amount budgeted as reimbursement. Should there be more than one employee requesting tuition reimbursement, the funds will be distributed equally among those employees who have completed their classes and received their final grades as noted above. For example, if three (3) employees submit requests and all three receive a final grade of "A" for their classes, the amount budgeted will be divided among the three and the funds will be distributed equally at the end of the year. Requests for reimbursement should be submitted to the Human Resources Director.

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 8: Applicability

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

SECTION 9: Repeal of Conflicting Ordinances

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

ATTACHMENT A
CITY OF OXFORD OHIO
PAY BANDS (2012) 2013

		<u>MINIMUM</u>	<u>MAXIMUM</u>	
PAY BAND 7				
Annual	\$58,743	\$57,591	\$103,534	\$105,605
Hourly	\$28.25	\$27.6880	\$49.7760	\$50.78
PAY BAND 6				
Annual	\$45,686	\$44,790	\$79,541	\$81,132
Hourly	\$21.97	\$21.5337	\$38.2406	\$39.01
PAY BAND 5				
Annual	\$39,144	\$38,376	\$64,670	\$65,963
Hourly	\$18.82	\$18.4502	\$31.0913	\$31.72
PAY BAND 4				
Annual	\$34,403	\$33,728	\$54,685	\$55,779
Hourly	\$16.54	\$16.2155	\$26.2909	\$26.82
PAY BAND 3				
Annual	\$31,171	\$30,560	\$51,519	\$52,549
Hourly	\$14.99	\$14.6924	\$24.7688	\$25.27
PAY BAND 2				
Annual	\$29,161	\$28,589	\$46,399	\$47,327
Hourly	\$14.02	\$13.7445	\$22.3071	\$22.76
PAY BAND 1				
Annual	\$26,353	\$25,836	\$41,907	\$42,745
Hourly	\$12.67	\$12.4209	\$20.1474	\$20.56

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/20/12

Heidi Hill
Prepared By

Account Code No. #: NA

Budgeted Amount: NA

11/14/12
Date Prepared

Agenda Title: **2013 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 strikethrough type
- Fees not changed are in normal type

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

Changes since first reading include:

Conditional Use Permits – This amount was changed in the first reading of the ordinance in error. We are restating the previous amount.

NSF fee – The City charges the customer the same amount the bank charges for non sufficient funds. Therefore, we have changed the language to include “at cost to City” to avoid changing the charge to the same amount specified by the bank. This way we consistently charge what the bank charges us.

Approved By:

Department Head:
City Manager:

Initial Date

[Signature] 11/14/12
[Signature] 11/14/12

ORDINANCE NO.

ORDINANCE ADOPTING FEES AND CHARGES FOR FISCAL YEAR 2013.

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 2013 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	105.00
6 Months	80.00	90.00
3 Months	70.00	80.00
1 Month	30.00	35.00
Drop-ins	4.00	4.50
High School		
1 Year	60.00	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	35.00	39.00
Tues/Thurs	25.00	29.00

5) PLAYGROUND/SUMMER DAY CAMPS 10 WKS.

Daily	27.00	30.00	30.00	33.00
each additional child in family	25.00	28.00	27.00	30.00
Weekly	90.00	100.00	95.00	105.00
each additional child in family	85.00	94.00	90.00	99.00

6) DAY CAMPS

Half-day:

Pre-school camps	63.00	70.00	65.00	76.00
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7) YOUTH SPORTS LEAGUES

Basketball (11 wks)		
Instructional League, Grade K	46.00	52.00
Competitive League, Grade 1-2	60.00	66.00
Competitive League, Grade 3-10	72.00	80.00

8) ADULT SPORTS LEAGUES

Adult softball	400.00
Tournament	110.00

9) RENTAL FEES

Municipal pool		
Pool rental, per hour	50.00	55.00
(minimum 2 hours)		
Guard fee, per hour	10.00	12.00
Athletic Field Rental Fees		
Per game, per field (rental)	25.00	30.00
Per game, per field (prep)	30.00	35.00
Per hour, per field (lights)	30.00	35.00
Per day, per field (Rental)	110.00	160.00 175.00
Community Park Gazebo Rental	25.00	30.00
(Minimum 2 hours)		
Leonard Howell, TRI Shelter		
Half Day	25.00	30.00
Full Day	50.00	55.00
Electric Tap Fee	50.00	(First 3 hours)
(Large machines such as ice machine	25.00	(Each additional hour)
Inflatable's, etc.)		

10) MUNICIPAL POOL

Season pool passes			
Family (5 or less)	125.00	140.00	130.00 145.00
Family (6 or less)	130.00	145.00	135.00 150.00
Adult	95.00	105.00	
High School	75.00	85.00	
Child over 3 years	70.00	80.00	

General admission

Adult	4.00	4.00		
High School Age 13-17	3.75	3.75		
Child over 3 years Age 3-12	2.75	2.75	3.00	3.00
2 and under Free				

Swimming lessons

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

11) SENIOR CITIZEN CENTER RENTAL

(minimum 2 hour rental)

60/hr includes kitchen/great room

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

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

200-600 square feet	40.00 per structure
601 + square feet	7.00 per 100 square feet
	20.00 plus 5.00 per additional 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	40.00 plus 10.00 per 100 square feet
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

2. Commercial and Residential Buildings (Ohio Basic Building Code)

Commercial and residential

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, including roof top units	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, 75.00 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
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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
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4. Removal of structure prior to receipt of Certificate of Appropriateness

50% of estimated demolition cost for each day after notification until a plan for reuse of property and a bond is filed.

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
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Records Checks	15.00
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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
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Residential

3 or more	50.00 per occurrence
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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 .10 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 450.00 biannually
Residential Permitted Parking	25.00 annually
Parking Collection Fees	
Retrieval of vehicle record	1.95 per look up
Citations collection fee	27% of unpaid fine
Alcohol Education Program Admin Fee	350.00
Alcohol Education Instructional Fee	125.00

E. FIRE/EMS DEPARTMENT

EMS Runs	BLS-E	580.00 595.00 per run
	ALS-1 E	840.00 860.00 per run
	ALS-2 E	1042.00 1070.00 per run
EMS Mileage Rate		14.00 14.50 per loaded mile
Court ordered restitution for Transport refusal		289.00 300.00
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.
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Account Initiation Fee	50.00 (50% Water, 50% Sewer)
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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%
Green Card distribution	5.00 if card leaves office
Gold Card distribution	5.00 charge would be in addition to turn on fee if the service is terminated.
Reconnection fee following service termination	
	10.00 1st occurrence when past due payment is received before 3:00 PM.
	20.00 2nd occurrence when past due payment is received before 3:00 PM.
	30.00 3rd and subsequent occurrences 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 At City Cost
Irrigation meter repair	5.00 + costs
"No show" on scheduled appointment	25.00
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
 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
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New construction inspection	50.00 (initial inspection) 50.00 (re-inspection of failed work)
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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
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New Water Main Bacteria sampling / Testing	150.00 per event (includes outside laboratory fees)
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Water main installation inspection / Outside of normal working hours	City cost for inspection expense
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Fire Hydrant Flow Testing	100.00 per hydrant test
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Damage to City facilities	Repair cost plus 40.00
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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 (tank pumping, groundwater, etc.)	25.00
Special Wastewater Contaminated Discharge Treatment	11.16 per 100 cubic feet

3. Refuse service

Monthly rate (includes ~~2.90~~ **2.95** Recycle fee or 4.00 fee with larger
65 gallon container):

Hand Service refuse	29.80 30.40
Hand Service recycling	11.90 12.10
Residential service	17.30 17.60 or 18.40 18.80 with 65 gallon recycling container (Single Family or Multi-unit dwellings with four or less units)
Waste-wheeler	17.30 17.60 if owned or 18.40 18.80
with	65 Gallon recycling container
Waste-wheeler rental	3.00

Commercial Service

Waste-wheeler customer	24.00 24.50
Waste-wheeler rental	9.00
Two cubic yard dumpster	74.20 75.70
Two cubic yard dumpster rental	14.00
Three cubic yard dumpster	97.90 99.90
Three cubic yard dumpster rental	17.00
Four cubic yard dumpster	124.90 127.40
Four cubic yard dumpster rental	20.00
Six cubic yard dumpster	182.30 186.00
Six cubic yard dumpster rental	23.00
Eight cubic yard dumpster	238.60 243.40
Eight cubic yard dumpster rental	26.00

Charge per additional pickup

Waste-wheeler customer	17.20 17.50
Two cubic yard dumpster	53.30 54.40
Three cubic yard dumpster	73.10 74.60
Four cubic yard dumpster	96.00 97.90
Six cubic yard dumpster	137.70 140.50
Eight cubic yard dumpster	179.40 183.00

Recycling

Waste wheeler	10.20	10.40
Waste wheeler rental	9.00	
Two cubic yard dumpster	34.90	35.60
Two cubic yard dumpster rental	14.00	
Three cubic yard dumpster	46.80	47.70
Three cubic yard dumpster rental	17.00	
Four cubic yard dumpster	58.60	59.80
Four cubic yard dumpster rental	20.00	
Six cubic yard dumpster	76.60	78.10
Six cubic yard dumpster rental	23.00	
Eight cubic yard dumpster	96.10	98.00
Eight cubic yard dumpster rental	26.00	

Late fee 10%

One-time additional pickup
permit Stickers

10.00 per Sticker
(Cost determined by Oxford)

Yard Waste Stickers

3.00 per Sticker

Compactor Tickets

~~30.50~~ 35.00 per 1 Cu. Yd.

Portable Toilet Rental and Servicing

Contract cost to city

4. Cable franchise agreement fee

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
(depending 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 Greater of \$200.00 or twice
(Starting construction or the cost of the permit fee
without a permit)

Street Tree Permits No charge
Removal of hazardous trees from At cost to city plus 5%
private property 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	250.00 Opening and closing Additional 100.00
Street Banner Installation And removal	Single banner 100.00
Damage to City Facilities	Costs plus 40%

I. FINANCE DEPARTMENT

Misc. Copies per copy	.10 per Page
Final Annual Budget Document	
Paper	At cost to City
Electronic	5.00 per DVD/CD
Any Other Method	At cost to City
Comprehensive Annual Financial Report	
Paper	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
Motor Coach or Bus (Each)	25.00 per Year
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
NSF check Fee	At cost to City
Collections Fee on Delinquent Accounts	
Phase I	10.00 per written off account
Phase II	45% of the amount due on accounts more than \$250.00 35% of the amount due on accounts less than \$250.00

Dog License

0.75 per Tag (City Share), plus
amount charged by County

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

Finance
Originating Department

Council Meeting Of: 11/06/12

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/24/12
Date Prepared

Agenda Title: 2013 ANNUNAL ADVANCE ORDINANCE

Recommendation: Approve

Discussion:

Description of Budgeted Advances for the 2013 Budget

Advance from GENERAL FUND 110
Advance to CAPITAL IMPROVEMENT FUND 141
- US 27 South Right-A-Way

Funds to be reimbursed from ODOT/Federal Earmark Funds 1,800,000.00

This repayment to General Fund will be made when funds received.

Advance from GENERAL FUND 110
Advance to CAPITAL IMPROVEMENT FUND 141
- South College Rebuild

Funds to be reimbursed from OPWC 395,000.00

This repayment to General Fund will be made when funds received.

Advance from GENERAL FUND 110
Advance to CAPITAL IMPROVEMENT FUND 141
- Dana Drive Bridge Replacement

Funds to be reimbursed from OPWC 172,500.00

This repayment to General Fund will be made when funds received

Approved By:

Department Head:
City Manager:

Initial Date

 10/24/12
 11/2/12

ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED ADVANCES FOR THE CITY OF OXFORD, STATE OF OHIO,
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2013.

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, 2013, as follows:

Advance from:

GENERAL FUND 110	1,800,000.00
GENERAL FUND 110	395,000.00
GENERAL FUND 110	172,500.00
CAPITAL IMPROVEMENT FUND 141	1,800,000.00
CAPITAL IMPROVEMENT FUND 141	395,000.00
CAPITAL IMPROVEMENT FUND 141	172,500.00

Advance to:

CAPITAL IMPROVEMENT FUND 141	1,800,000.00
CAPITAL IMPROVEMENT FUND 141	395,000.00
CAPITAL IMPROVEMENT FUND 141	172,500.00
GENERAL FUND 110	1,800,000.00
GENERAL FUND 110	395,000.00
GENERAL FUND 110	172,500.00

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

MAYOR

ADOPTED: _____

ATTEST: _____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/6/12

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/24/12
Date Prepared

Agenda Title: 2013 ANNUNAL TRANSFER ORDINANCE

Recommendation: Approve

Discussion:

Description of Budgeted Transfers for the 2013 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) 75,000.00

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) 313,050.00

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

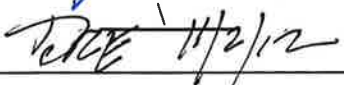
General Fund Financial Support (1st quarter) 40,000.00

Transfer from GENERAL FUND 110	
Transfer to SPECIAL ASSESSMENT FUND 417	
General Fund Financial Support (1 st quarter)	30,000.00
Transfer from PARKING FUND 130	
Transfer to PARKING IMPROVEMENT FUND 142	
Annual Parking Fund Financial Support (1 st quarter)	276,000.00
Transfer from PARKING FUND 130	
Transfer to STREET FUND 122	
Annual Parking Fund Financial Support for work performed (quarterly)	22,625.00
Transfer from PARKING FUND 130	
Transfer to CAPITAL IMPROVEMENT FUND 141	
Annual Parking Fund Loan Repayment (quarterly)	110,000.00
Transfer from PARKING FUND 130	
Transfer to GENERAL FUND 110	
Annual Parking Fund Payment for Service department support (quarterly)	26,574.00
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)	889,500.00
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)	38,672.00
Transfer from SEWER FUND 331	
Transfer to SEWER CAPITAL IMPROVEMENT FUND 332	
Annual Sewer Fund Financial Support (1 st quarter)	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)	38,672.00
Transfer from SEWER CAPACITY BENEFIT - NE FUND 391	
Transfer to SEWER IMPROVEMENT FUND 332	
SE Fund Financial Support (1 st quarter)	43,750.00
Transfer from SEWER CAPACITY BENEFIT - NW FUND 392	
Transfer to SEWER IMPROVEMENT FUND 332	
SW Fund Financial Support (1 st quarter)	143,750.00
Transfer from LANDFILL POST-CLOSURE FUND 353	
Transfer to REFUSE FUND 341	
Transfer from SEWER CAPACITY BENEFIT - SE FUND 393	
Transfer to SEWER IMPROVEMENT FUND 332	
SE Fund Financial Support (1 st quarter)	43,750.00
Transfer from SEWER CAPACITY BENEFIT - SW FUND 394	
Transfer to SEWER IMPROVEMENT FUND 332	
SW Fund Financial Support (1 st quarter)	143,750.00
Transfer from LANDFILL POST-CLOSURE FUND 353	
Transfer to REFUSE FUND 341	
Annual Post-Closure Fund Financial Support (4 th 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
 10/24/12
 11/2/12

ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED TRANSFERS FOR THE CITY OF OXFORD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2013.

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, 2013, as follows:

Transfer from:

GENERAL FUND 110	433,000.00
GENERAL FUND 110	335,688.00
GENERAL FUND 110	75,000.00
GENERAL FUND 110	313,050.00
GENERAL FUND 110	18,150.00
GENERAL FUND 110	40,000.00
GENERAL FUND 110	30,000.00
PARKING FUND 130	276,000.00
PARKING FUND 130	22,625.00
PARKING FUND 130	110,000.00
PARKING FUND 130	26,574.00
WATER FUND 321	100,000.00
WATER FUND 321	889,500.00
WATER FUND 321	85,000.00
WATER FUND 321	38,672.00
SEWER FUND 331	200,000.00
SEWER FUND 331	170,000.00
SEWER FUND 331	38,672.00
SEWER CAPACITY BENEFIT FUND – NE FUND 391	43,750.00
SEWER CAPACITY BENEFIT FUND – NW FUND 392	143,750.00
SEWER CAPACITY BENEFIT FUND – SE FUND 393	43,750.00
SEWER CAPACITY BENEFIT FUND – SW FUND 394	143,750.00
LANDFILL POST-CLOSURE FUND 353	195,000.00
REFUSE FUND 341	28,672.00
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	75,000.00
PARKS IMPROVEMENTS BOND DEBT SERVICE FUND 152	313,050.00
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	276,000.00
STREET FUND 122	22,625.00
CAPITAL IMPROVEMENT FUND 141	110,000.00
GENERAL FUND 110	26,574.00
WATER CAPITAL IMPROVEMENT FUND 322	100,000.00
WATER BOND DEBT SERVICE FUND 312	889,500.00
WATER CAPITAL EQUIPMENT FUND 320	85,000.00
GENERAL FUND 110	38,672.00
SEWER IMPROVEMENT FUND 332	200,000.00
SEWER CAPITAL EQUIPMENT FUND 330	170,000.00
GENERAL FUND 110	38,672.00
SEWER CAPITAL IMPROVEMENT FUND 332	143,750.00
SEWER CAPITAL IMPROVEMENT FUND 322	43,750.00

SEWER CAPITAL IMPROVEMENT FUND 332	143,750.00
SEWER CAPITAL IMPROVEMENT FUND 322	43,750.00
REFUSE FUND 341	195,000.00
GENERAL FUND 110	28,672.00
GENERAL FUND 110	7,189.00

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

MAYOR

ADOPTED: _____

ATTEST: _____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Finance
Originating Department

Council Meeting Of: 11/06/12

Joe Newlin
Prepared By

Account Code No. #: see below

Budgeted Amount: _____

10/24/12
Date Prepared

Agenda Title: 2013 ANNUNAL BUDGET ORDINANCE

Recommendation: Approve

Discussion:

Description of 2013 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 the agreed upon Agency contributions.

Highlights: 2% COLA for all fulltime employees

Only a .1% increase in General Fund operating expenditures

Net Income of \$100 in General Fund

Capital Spending \$3,370,400

Approved By:

Department Head:
City Manager:

Initial Date
10/24/12
11/2/12

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, 2013.

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, 2013, the following sums be and they are hereby set aside and appropriated as follows:

GENERAL FUND

SECURITY OF PERSONS & PROPERTY

Personnel Services	4,055,667
Other Services & Charges	<u>571,266</u>
Total Appropriation	4,626,933

PUBLIC HEALTH AND WELFARE

Personnel Services	-
Other Services & Charges	<u>133,616</u>
Total Appropriation	133,616

LEISURE TIME ACTIVITIES

Personnel Services	963,001
Other Services & Charges	<u>395,690</u>
Total Appropriation	1,358,691

COMMUNITY ENVIRONMENT

Personnel Services	503,840
Other Services & Charges	<u>326,903</u>
Total Appropriation	830,743

GENERAL GOVERNMENT

Personnel Services	919,330
Other Services & Charges	<u>879,393</u>
Total Appropriation	1,798,723

TRANSFERS TO OTHER FUNDS

Personnel Services	-
Other Services & Charges	<u>1,244,888</u>
Total Appropriation	1,244,888

ADVANCES TO OTHER FUNDS

Personnel Services	-
Other Services & Charges	<u>2,367,500</u>
Total Appropriation	2,367,500

TOTAL GENERAL FUND APPROPRIATIONS	12,361,094
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Fire/EMS Fund

Personnel Services	1,060,689
Other Services & Charges	<u>396,456</u>
TOTAL FIRE/EMS FUND APPROPRIATIONS	1,457,145

STREET FUND

Personnel Services	611,486
Other Services & Charges	187,000
TOTAL STREET FUND APPROPRIATIONS	798,486

STATE HIGHWAY IMPROVEMENT FUND

Personnel Services	-
Other Services & Charges	25,000
TOTAL STATE HIGHWAY IMPROVEMENT FUND APPROPRIATIONS	25,000

PARKING FUND

Personnel Services	384,059
Other Services & Charges	102,806
Transfer to Other Funds	435,199
TOTAL PARKING FUND APPROPRIATIONS	922,064

PARKING IMPROVEMENT FUND

Personnel Services	-
Other Services & Charges	345,400
TOTAL PARKING IMPROVEMENT FUND APPROPRIATIONS	345,400

CAPITAL IMPROVEMENT FUNDS

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Personal Services	-
Other Services & Charges	130,000
Advance to Other Funds	-
Total Appropriations	130,000

COMMUNITY DEVELOPMENT BLOCK GRANT LOAN FUND

Personal Services	-
Other Services & Charges	184,000
Total Appropriations	184,000

CAPITAL EQUIPMENT FUND

Personal Services	-
Other Services & Charges	416,000
Total Appropriations	416,000

CAPITAL IMPROVEMENT FUND

Personal Services	-
Other Services & Charges	1,221,500
Transfers to Other Funds	-
Advance to Other Funds	2,367,500
Total Appropriations	3,589,000

TOTAL CAPITAL IMPROVEMENT FUND APPROPRIATIONS

4,319,000

WATER FUNDS

WATER (OPERATING) FUND

Personal Services	1,217,479
Other Services & Charges	619,616
Transfers to Other Funds	<u>1,113,172</u>
Total Appropriations	2,950,267

WATER IMPROVEMENT FUND

Personal Services	-
Other Services & Charges	<u>240,000</u>
Total Appropriations	240,000

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>-</u>
Total Appropriations	-

WATER CAPACITY FUND - SW

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

WATER CAPITAL EQUIPMENT FUND

Personal Services	-
Other Services & Charges	<u>130,000</u>
Total Appropriations	130,000

TOTAL WATER FUNDS APPROPRIATIONS 3,320,267

SEWER FUNDS

SEWER (OPERATING) FUND

Personal Services	1,381,367
Other Services & Charges	1,342,505
Transfers to Other Funds	<u>408,672</u>
Total Appropriations	3,132,544

SEWER IMPROVEMENT FUND	
Personal Services	-
Other Services & Charges	745,000
Total Appropriations	745,000
SEWER CAPACITY FUND - NE	
Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	43,750
Total Appropriations	43,750
SEWER CAPACITY FUND - NW	
Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	143,750
Total Appropriations	143,750
SEWER CAPACITY FUND - SE	
Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	43,750
Total Appropriations	43,750
SEWER CAPACITY FUND - SW	
Personal Services	-
Other Services & Charges	-
Transfers to Other Funds	143,750
Total Appropriations	143,750
SEWER CAPITAL EQUIPMENT FUND	
Personal Services	-
Other Services & Charges	218,500
Total Appropriations	218,500
TOTAL SEWER FUNDS APPROPRIATIONS	4,471,044
<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	127,144
Other Services & Charges	1,750,982
Transfer to Other Funds	28,672
Total Appropriations	1,906,798
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	2,104,798
<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	5,500
TOTAL LIFE SQUAD GIFT FUND APPROPRIATIONS	5,500
<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
<u>INTERNAL SERVICE FUND</u>	
Personnel Services	-
Other Services & Charges	274,509
TOTAL INTERNAL SERVICE FUND APPROPRIATIONS	274,509
<u>LAW ENFORCEMENT TRUST FUND</u>	
Personnel Services	-
Other Services & Charges	12,000
TOTAL LAW ENFORCEMENT TRUST FUND APPROPRIATIONS	12,000
<u>ENFORCEMENT & EDUCATION FUND</u>	
Personnel Services	47,000
Other Services & Charges	27,580
TOTAL ENFORCEMENT & EDUCATION FUND APPROPRIATIONS	74,580
<u>BOARD OF BUILDING STANDARDS FUND</u>	
Personnel Services	-
Other Services & Charges	2,850
TOTAL BOARD OF BLD STANDARDS FUND APPROPRIATIONS	2,850
<u>OXFORD NATURAL GAS REFUND FUND</u>	
Personnel Services	-
Other Services & Charges	150
TOTAL OXFORD NATURAL GAS REFUND FUND APPROPRIATIONS	150
<u>FEMA FUND</u>	
Personnel Services	-
Other Services & Charges	-
Advance to Other Funds	-
TOTAL FEMA FUND APPROPRIATIONS	-

SPECIAL ASSESSMENT FUND

Personnel Services	-
Other Services & Charges	<u>50,000</u>
TOTAL SPECIAL ASSESSMENT FUND APPROPRIATIONS	50,000

DEBT SERVICE FUNDS

1999 PARKS IMPROVEMENT BOND FUND

Personal Services	-
Other Services & Charges	<u>313,050</u>
Total Appropriations	313,050

WATER BOND RETIREMENT FUND

Personal Services	-
Other Services & Charges	<u>889,500</u>
Total Appropriations	889,500

TOTAL DEBT SERVICE FUND APPROPRIATIONS 1,202,550

TOTAL 2013 BUDGET APPROPRIATIONS 33,597,461

SECTION 2: The City Auditor (Finance Director) is hereby 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: _____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: STAFF

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: November 6, 2012

Account Code #: N/A

Budgeted Amount: \$ N/A

Service Department
Originating Department

Michael B. Dreisbach
Prepared By

October 17, 2012
Date Prepared

Agenda Title: Ordinance 935.05 Modification Regulating Minimum Size of Street Tree Plantings

Recommendation: Approval

Discussion:

At the October 3, 2012 meeting of the Environmental Commission (EC), in their role as the City's Tree Authority, the EC made a formal recommendation to the City Council to require all trees planted as "street trees" (those planted between the curb and sidewalk in the public ROW) have a minimum diameter of **two inches** DBH (nursery term to measure growth as Diameter Breast Height).

Staff concurs with the recommendation and recommends the City Council approve the Ordinance modification.

Approved By:

Department Head: Initial Date
MBD 10/17/12

City Manager: Initial Date
MBD 11/7/12

ORDINANCE NO.

ORDINANCE REPEALING OXFORD CODIFIED ORDINANCE SECTION 935.05 ENTITLED STREET TREE SPECIES TO BE PLANTED, AND ADOPTING NEW OXFORD CODIFIED ORDINANCE SECTION 935.05 ENTITLED STREET TREE SPECIES TO BE PLANTED.

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

SECTION 1: Upon report from the Environmental Commission, the City Manager and the Service Director recommend Oxford Codified Ordinance Section 935.05 be repealed to incorporate additional language to include a minimum size specification for street trees to be planted in the community.

SECTION 2: Council hereby accepts the recommendation of the City Manager and the Service Director and hereby repeals Section 935.05 of the Oxford Code of Ordinances and adopts new Section 935.05 as follows: (additions are in bold)

935.05 STREET TREE SPECIES TO BE PLANTED.

The Tree Plan contains a list of the official Street Tree species for the City of Oxford. No species other than those included in this list may be planted as Street Trees without the written permission of the Service Director. **The tree(s) to be planted as street trees shall have calipers of at least two (2) inches diameter at breast height (DBH), with an appropriate height of branching for the tree's species.** The Tree Authority shall categorize street trees in three species size classes.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD STAFF SUMMARY REPORT

Report to City Manager

Finance

Originating Department

Council Meeting Of : 11/20/2012

Joe Newlin

Prepared By

Account Code No. : see below

11/15/2012

Date Prepared

Budgeted Amount : _____

Agenda Title:	2012 Supplemental Budget #4
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Recommendation:	Approve
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Issue 1

Received \$83,470.32 in Estate Tax

45% of Knolls of Oxford revenue less associated fees - \$11,143.61

Action Needed:

Revenue Side

General 110	83,470.32	Estate Tax Received
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Expense Side

General 110	11,143.61	Amount owed to Oxford Township per Knolls of Oxford agreement (45%)
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Net Effect on Fund Balance/(s) Increase/(Decrease)	72,326.71	
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Issue 2

Transfer Estate Tax revenues to Capital Equipment Fund - only budgeting \$75,000 to be transferred in 2013

Action Needed:

Revenue Side

Capital Equipment 140	300,000.00	Transfer from General
-----------------------	------------	-----------------------

Expense Side

General 110	300,000.00	Transfer to Capital Equipment
-------------	------------	-------------------------------

Net Effect on Fund Balance/(s) Increase/(Decrease)	-	
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Issue 3

Additional inspection cost offset by increased Rental Permit Revenue

Action Needed:

Revenue Side

General 110	20,000.00	Increased in Rental Income
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Expense Side

General 110	20,000.00	Increased Building Inspections Expenditures
-------------	-----------	---

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

Issue 4

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	9,300.00	Increase in Hotel & Convention Taxes
General 110	558.00	Transfer from Hotel & Convention Tax Fund

Expense Side

Hotel & Convention Tax 120	8,742.00	To be sent to VCB (unencumbered balance)
Hotel & Convention Tax 120	558.00	To be transferred to General Fund (unencumbered balance)

Net Effect on Fund Balance/(s) Increase/(Decrease)	558.00
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Issue 5

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	20,500.00	Higher than budgeted reimbursement income
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Expense Side

Employee Benefits 230	20,500.00	Anticipated increase expenditures (unencumbered balance)
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Net Effect on Fund Balance/(s) Increase/(Decrease)	-
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Issue 6

Advance for OPWC portion of College Ave rebuild
(will be repaid in 2013 and will then return the advance)

Action Needed:

Revenue Side

Capital Improvement 141	400,000.00	Advance from General Fund
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Expense Side

General 110	400,000.00	Transfer to Capital Improvement Fund
Capital Improvement 141	400,000.00	Appropriation for College Ave rebuild

Net Effect on Fund Balance/(s) Increase/(Decrease)	(400,000.00)
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Total Net Effect on Fund Balance/(s) Increase/(Decrease)	(327,115.29)
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Breakdown by Fund

General 110	(627,115.29)
Hotel & Convention Tax 120	-
Capital Equipment 140	300,000.00
Capital Improvement 141	-
Employee Benefits 230	-

Net Effect on Fund Balance/(s) Increase/(Decrease)	(327,115.29)
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Approved By:

Department Head:

City Manager:

Initials

Date

[Signature] 11/15/12

[Signature] 11/16/12

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3159. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 4 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2012.

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	83,470.32
General Fund 110	20,000.00
Hotel Tax Fund 120	9,300.00
Employee Benefit Fund 230	20,500.00

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

General Fund 110	11,143.61
General Fund 110	300,000.00
General Fund 110	400,000.00
General Fund 110	20,000.00
Hotel Tax Fund 120	8,742.00
Hotel Tax Fund 120	558.00
Employee Benefit Fund 230	20,500.00

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

Transfer from:	
General Fund 110	300,000.00
Hotel Tax Fund 120	558.00

Transfer to:	
Capital Equipment Fund 140	300,000.00
General Fund 110	558.00

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

Capital Equipment Fund 140	300,000.00
General Fund 110	558.00

SECTION 6: The following advance(s) be executed:

Advance from:	
General Fund 110	400,000.00

Advance to:	
Capital Improvement Fund 141	400,000.00

SECTION 7: The following increase/(decrease)in revenues be made:

Capital Improvement Fund 141	400,000.00
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SECTION 8: The following increase/(decrease)in appropriations from unencumbered balances be made:

Capital Improvement Fund 141	400,000.00
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SECTION 9: In all other respects, Ordinance No. 3159 shall remain in full force and effect.

SECTION 10: 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

Council Meeting of: November 20, 2012

Account Code #: EC110001 / OPWC

Budgeted Amount: \$105,000 / \$395,000
Total: \$500,000

Service Department
Originating Department

Michael Dreisbach, Service Director
Prepared By

November 12, 2012
Date Prepared

Agenda Title: Reconstruction of College Avenue Roadway between Spring Street and High St.

Recommendation: Approve

Discussion:

The City has encumbered \$105,00 in addition to Ohio Public Works Commission funding of \$395,000 for the reconstruction of College Avenue between Spring Street and High St. This rehabilitation consists of the removal of the existing road brick, correcting all sub-grade deficiencies, installation of a new aggregate sub-base, 10" concrete base, 1" sand blanket, and relaying the original brick pavers. Prior to the roadway improvements, the City's Wastewater Collection Division will be installing new sanitary and storm water sewers within the project limits (a separate project from this roadway improvement budgeted for FY2013).

The Engineering Division prepared drawings & specifications for this project, advertised the project per Ohio Revised Code and opened bids from eight bidders for the project on November 9, 2012 with the following results:

Adleta Construction, Inc.	\$456,479.90
Belgray, Inc.	458,232.00
Tumlin & Sons, LTD	505,513.99
W.G. Stang, LLC	507,755.00
Lithko Restoration LLC	508,355.00
R.A. Miller Const. Co.	515,784.04
Fred A. Nemann Co.	525,694.00
Ford Development Co.	620,818.00

(Continued)

Approved By:

Department Head:

City Manager:

Initial Date
MBD \ 11/13/12

[Signature] \ 11/16/12

Project Schedule:

Sanitary and storm water main installations will commence March 10, 2013 (in conjunction with Miami University's spring break period) and will be completed in approximately four weeks. Roadway construction will begin immediately following May graduation at Miami University. Reconstruction work will be completed on this project no later than July 15, 2013.

It is Staff's recommendation that Council authorize the City Manager to enter into an agreement with Adleta Construction Co. for the reconstruction of College Avenue from Spring Street to High Street, at a cost of \$456,479.90. Staff is requesting a ten percent contingency in the amount of \$45,647.99; therefore the final contract amount shall not exceed \$502,127.89. Should the full value of the contract be expended, the Ohio Public Works Commission shall pay \$395,000 (79% of project costs not to exceed \$395,000) and Oxford's maximum local share would be \$107,127.89. As the City has encumbered \$105,000 for this project, any remaining necessary funds would come from 141.720.51000 (Street Improvements).

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY **ADLETA CONSTRUCTION, INC.** AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADLETA CONSTRUCTION, INC. FOR THE RECONSTRUCTION OF COLLEGE AVENUE FROM SPRING STREET TO HIGH STREET AT A COST OF \$456,479.90 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE OR \$45,647.99 FOR A TOTAL COST NOT TO EXCEED \$502,127.89.

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

SECTION 1: The City advertised for bids in the *Oxford Press* and the *Hamilton Journal* on October 26, 2012 and November 2, 2012. Eight (8) sealed bids were opened and publicly read on November 9, 2012. The lowest bid was provided by Adleta Construction, Inc. in the amount of \$456,479.90.

SECTION 2: The City Manager and the Service Director recommend City Council accept the bid of Adleta Construction, Inc. as the lowest and best bid for the reconstruction of College Avenue between Spring Street and High Street at a cost of \$456,479.90 and authorize the City Manager to enter into a contract with Adleta Construction, Inc. for the reconstruction of College Avenue between Spring Street and High Street at a cost of \$456,479.90.

SECTION 3: City Council hereby accepts the recommendation of the City Manager and the Service Director and finds Adleta Construction, Inc. to be the lowest and best bidder and accepts the bid of \$456,479.90 for the reconstruction of College Avenue between Spring Street and High Street.

SECTION 4: City Council hereby authorizes the City Manager to enter into a contract with Adleta Construction, Inc., at a cost of \$456,479.90 plus a contingency amount of ten percent (10%) of the contract price or \$45,647.99 for a total cost not to exceed \$502,127.89 for the reconstruction of College Avenue between Spring Street and High Street utilizing funds in an amount up to a maximum of \$395,000.00 designated to the City by the Ohio Public Works Commission.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)



The Ohio Public Works Commission

<i>Director</i>	Michael Miller	<i>Commission Chair</i>	Janine Conrad
<i>Commissioners</i>	Michael Keenan Alan Ross	Lonnie Miles Tom Waniewski	William Morgan Dave Wondolowski

COPY of CEO Letter

Victor Popescu
City Engineer
The City of Oxford
101 East High Street Municipal Building
Oxford, OH 45056

COPY

Re: Project Number CJX02

Dear Mr. Elliot:

Your request for financial assistance in the form of a grant/loan has been approved for the project entitled South College Avenue Improvements in the amount of \$395,000. Please note the following:

- A. An Agreement will be released by the Commission on July 1, 2012, assuming budget authority is in place.
- B. You must not award a construction contract or begin construction until our Agreement has been fully executed and returned.
- C. You must not begin construction until you have forwarded a Request to Proceed for the contractor and received a Notice to Proceed in return.
- D. You may initiate at your own risk engineering and design services.
- E. You may advertise for bids providing: 1) you follow the contractual requirements as posted on our web site at <http://www.pwc.state.oh.us/>, and 2) you meet conditions B & C above.

The Project Manager, Victor Popescu, as named in your application will receive a separate mailing detailing other program requirements, including Equal Employment Opportunity, prevailing wage rates, reporting in-kind contributions, and Requests to Proceed. This information is also provided on our web site noted above. Your Chief Fiscal Officer will also receive a mailing pertaining to project financial information.

If you have questions please contact your Program Representative, Kim Killian, at 614/752-8118.

Respectfully,

Michael Miller
Director

cc: Victor Popescu, Joseph Newlin

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager:	Douglas Elliott	Police Originating Department
Council Meeting Of:	November 20, 2012	R.B. Holzworth
Account Code No. #:	130.710.52340	Prepared By
Budgeted Amount:	\$13,253 FY2013	November 14, 2012 Date Prepared

Agenda Title: Resolution – Contract with T2 Systems, Inc.

Recommendation: Approve

Discussion: T2 Systems, Inc. provides the software and hardware utilized by the City of Oxford Parking Unit. Our software subscription agreement with T2 expires this year, and they submitted a proposed contract for our review/comment. The attached contract includes amendments suggested by the city's law director and approved by T2.

The term of the contract is three (3) years. The first year fee is \$13,253; the second year is \$13,916; and the third year is \$14,612. This represents a 5% increase each year. This will be the city's third 36-month subscription with T2 and they continue to provide excellent support for our parking operation. The cost over the 3-year contract totals \$41,781.

Attachment: T2 Systems, Inc. Software Subscription Agreement, 22 pages

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

 11-14-2012
 11/14/12


RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SOFTWARE SUBSCRIPTION AGREEMENT WITH T2 SYSTEMS, INC. FOR THE USE OF SOFTWARE UTILIZED BY THE CITY OF OXFORD'S PARKING UNIT AT A TOTAL COST OF FORTY ONE THOUSAND SEVEN HUNDRED AND EIGHTY-ONE DOLLARS (\$41,781.00).

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

SECTION 1: The City Manager and the Chief of Police recommend City Council authorize the City Manager to enter into a three (3) year Software Subscription Agreement with T2 Systems, Inc. for the use of software utilized by the City of Oxford's Parking Unit at a total cost of forty one thousand seven hundred and eighty-one dollars (\$41,781.00), payable as follows: \$13,253.00 for year one; \$13,916.00 for year two; and \$14,612.00 for year three.

SECTION 2: City Council accepts the recommendation of the City Manager and the Chief of Police and hereby authorizes the City Manager to enter into a three (3) year Software Subscription Agreement with T2 Systems, Inc. for the use of software utilized by the City of Oxford's Parking Unit at a total cost of forty one thousand seven hundred and eighty-one dollars (\$41,781.00), payable as follows: \$13,253.00 for year one; \$13,916.00 for year two; and \$14,612.00 for year three.

SECTION 3: Monies adequate to pay amounts due under the Software Subscription Agreement for the current fiscal year have been appropriated for that purpose.

SECTION 4: It is hereby found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including, but not limited to Section 121.22 of the Ohio Revised Code.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

T2 SYSTEMS, INC.

SOFTWARE SUBSCRIPTION AGREEMENT

THIS SOFTWARE SUBSCRIPTION AGREEMENT is entered into as of September 14, 2012 ("Effective Date") and contains the subscription agreement between City of Oxford ("Subscriber") and T2 SYSTEMS, INC. ("T2"). Subscriber specific details are contained in the *Quote* executed by the Parties. Certain terms are defined in Article 13.

Article 1. SOFTWARE SUBSCRIPTION

Section 1.1 Software Subscription. T2 grants to Subscriber a non-exclusive right to use: (i) one Production Copy of the T2 Flex® Software for its Authorized Concurrent Users and (ii) copies of the handheld ticket-writer software equal to the number of handheld ticket-writer Hardware units purchased by Subscriber, if applicable. T2 grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of user accounts for the Software exceed the number of Authorized Concurrent Users. T2 has the right to monitor number of Concurrent Users. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote*.

Section 1.2 Term. The Subscriptions granted in this Article 1 and Article 4 are for the term specified in Section 7.1.

Section 1.3 Warranty of Functionality. T2 warrants to Subscriber that:

For a period of ninety (90) days after T2 installs the T2 Flex® Software, including the handheld ticket-writer Software if applicable, at the Subscriber's premise or installs it on the Hosted System, whichever the case may be, the Software will provide at least the functionality contained in the then-current product literature as posted on T2's corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Subscriber advising T2 of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date. The notice to T2 shall specifically identify the error or errors. T2's services in connection with the correction of the errors shall be provided without charge to Subscriber. T2 does not warrant that the operation of the T2 Flex® Software will be uninterrupted or error free. Further, T2 does not warrant that the T2 Flex® Software will operate on any particular configuration of software, operating system or computer system.

Section 1.4 No Other Warranties. The warranties made by T2 in Section 1.3 with regard to both the T2 Flex® Software and the handheld ticket-writer Software are in lieu of all other representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute or by law, or from a course of dealing, or usage of trade, all of which are disclaimed.

Section 1.5 Installation. Except as provided in Section 3.2, T2 shall install the Software and confirm that the Software is working properly. Once the Software is installed, the Subscriber shall verify that the installation is complete and the Software is working properly.

Article 2. HARDWARE

Section 2.1 Applicability. The provisions of this Article 2 apply only if *Quote* states that T2 or an authorized T2 Systems distributor will sell hardware (the "Hardware") and related software. In addition, the provisions of Article 2 only apply to Hardware purchased through T2 or an authorized T2 Systems distributor. Any Hardware purchased from sources outside of T2 will be the sole responsibility of the Subscriber. T2 will not be responsible for the failure of the software to perform to the extent that such failure to perform is due to the failure of a third party function, such as Internet availability required for the connection between the Hardware and Flex or the wireless network availability required for the T2 Software to be able to send and receive data. In no event shall T2 be liable for the failure of the software to perform if such failure arises due to the combination of the software with third party hardware or software. T2 shall not cover repair, labor or replacement of parts that are by nature expendable.

Section 2.2 Handheld Hardware Warranty. T2 warrants to the Subscriber that the Handheld Hardware will be free from defects in workmanship and materials, under normal use, for one year (365) days from the date the Hardware is delivered.

Section 2.3 Access Revenue Control Hardware Warranty. T2 Systems warrants that all hardware sold will be free from any defects in material and workmanship for the warranty periods described below under normal operating conditions when installed in accordance with the T2 Systems installation instructions, normal wear and tear excepted.

The warranty periods for the following products are:

- (i) Vehicle Gates: 2 years or 1 million cycles. (Whichever comes first)
- (ii) Revenue equipment (including firmware): 1 year
- (iii) Loop Detectors: 1 year

The warranty period shall start from the date of installation of the product by certified installation personnel. If a project requires a delayed warranty start date, the distributor or customer must request a delayed start date in writing five business days before the scheduled installation date. T2 Systems will review and accept on a case by case basis. No distributor shall have the authority to bind T2 Systems to any warranty beyond that extended therein.

Section 2.4 Exclusive Remedy. Should a Hardware Error occur during the warranty period and you notify T2, Subscriber's sole and exclusive remedy shall be, at T2's sole option and expense, to repair or replace the Hardware parts which have been found to be defective. At T2's sole discretion, parts may be repaired as opposed to being replaced. T2 may replace parts with others of like kind and quality. T2 will provide service at any T2 service center

or at such other location as may be designated by T2. Subscriber agrees to follow the Return Materials Authorization Process as set forth in Section 2.8.

Section 2.5 Hardware Repair Limitations. T2's liability for Hardware repairs under this Agreement shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2, nothing herein shall obligate T2 to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Subscriber agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Agreement only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, act of God, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Subscriber shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Subscriber agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Agreement.

Section 2.6 Obsolete Hardware. While it is T2's intention to support Hardware for as long as is technically and financially feasible, T2 reserves the right to discontinue maintenance and support of obsolete Hardware six months after providing written notice to Subscriber. After that time, T2 will offer repair services on the then-current standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.

Section 2.7 Engineering Modifications. All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.

Section 2.8 Return Materials Authorization (RMA) Process. In the event that Subscriber experiences a malfunction with respect to the Hardware, Subscriber shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Subscriber as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Subscriber shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Subscriber shall remove the Flash ROM or RAM cards prior to shipping the Handheld Hardware to the appropriate T2 service center. Subscriber is responsible for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item or shipping the product to or from the distributor or customer.

Section 2.9 Restocking Fee for Returned Hardware. The Subscriber may return handheld and T2 Point of Sale hardware within 30 days of delivery if the goods are in an unsoiled, undamaged, new, and re-saleable condition. The Subscriber may cancel

access and revenue control hardware within three (3) weeks of T2 receiving a purchase order. T2 charges a minimum of 25% restocking fee on all equipment that is returned unless the delivered goods were damaged or found malfunctioning upon arrival by purchaser. The credit will be issued only after the equipment is inspected and determined by an Employee of T2 to be in unsoiled, undamaged, new and re-saleable condition. The Subscriber will pay for all freight charges to T2's plant unless the delivered goods were damaged or found malfunctioning upon arrival, in which case the seller shall pay all return freight charges. Subscriber and/or the Distributor agree to inspect all delivered pieces of ARC hardware immediately and report any visible damage within 48 hours to T2. Failure to report damage in this time frame will result in the inability to replace damaged goods. Hidden damage (i.e. electrical issues, board malfunctions, etc.) must be reported within 7 days.

Section 2.10 Limitation of Liability. THE WARRANTIES AND REMEDIES SET FORTH IN THIS Article 2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY T2. T2 SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE HARDWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS SUBSCRIPTION AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. T2'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT T2'S OPTION.

Article 3. HOSTING SERVICES

Section 3.1 Applicability. The provisions of this Article 3 apply only if *Quote* states that T2 will provide hosting services ("Hosting Services").

Section 3.2 Software Installation. T2 shall install the Software on the Hosting System.

Section 3.3 Access. In consideration of the payment of the Hosting Fee, T2 will provide Subscriber access to the Software via the Hosting Services and Hosting System. Subscriber may access the Hosting System using Subscriber's remote access equipment. T2 shall undertake commercially reasonable efforts to provide Subscriber with consistent service in a shared hardware environment (i) insulated from changes in the Internet, and (ii) sufficient to access the Software on T2 Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Subscriber. T2 shall monitor T2's Application Server and undertake commercially reasonable

efforts to restore promptly all failures of service at no additional charge to Subscriber. Subscriber shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Subscriber's sole cost and expense.

Section 3.4 Hours of Operation. Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Subscriber's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Subscriber's telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed *[outside]* the hours of 8:00 a.m. and 8:00 p.m ET. Notice of scheduled maintenance shall be provided to Subscriber via email.

Section 3.5 Maintenance and Updates. T2 shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software that are released by T2 to its Subscribers. T2 will notify Subscriber when the updated version is available.

Section 3.6 Improvements. In order to maintain the quality of the Hosting Services provided by T2 hereunder, T2 reserves the right to change the hours of operation and other facilities and procedures relating to access and use of its Hosting Services. T2 will provide Subscriber with ten (10) days notice prior to any planned improvements that may materially affect the Hosting Services.

Section 3.7 Passwords and Security. Subscriber will control the issuance of passwords and user IDs for the use of the Software by Subscriber's Authorized Concurrent Users. Subscriber shall be responsible for the confidentiality of all those passwords. Subscriber acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Subscriber, and that any transactions under Subscriber's password will be deemed to have been performed by Subscriber.

Section 3.8 Ownership of Data. Subscriber shall maintain ownership of any Subscriber Data provided to T2 or input to the Software pursuant to this Agreement. T2 shall not supplement, modify or alter any Subscriber Data except as directed or requested by Subscriber (other than technical modifications necessary to upload/format the Subscriber Data to the Web Site).

Section 3.9 Limitation of Liability. T2's total liability, if any, with respect to the subject matter of the Hosting Services (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise), is limited to the fees paid by Subscriber for the Hosting Services in the three (3) months prior to the act that gave rise to the liability; *provided, however*, that this limitation does not apply to damages to Subscriber directly caused by willful or malicious misconduct by T2 or its employees or by any claims brought against Subscriber based upon a violation of third party rights by the Software, which are covered by Section 10.4. T2 WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE SERVICE), WHETHER OR NOT FORESEEABLE AND EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER.

Section 3.10 Warranties. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY SET FORTH IN THE QUOTE, T2 MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOSTING SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 3.11 Performance. ALTHOUGH T2 WILL TAKE REASONABLE STEPS TO PROVIDE ERROR-FREE AND CONTINUOUS HOSTING SERVICES, T2 DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AS A RESULT, THE HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

Article 4. PROFESSIONAL SERVICES.

Section 4.1 Applicability. The provisions of this Article 4 apply only if the *Quote* states that T2 will provide web site development services or other custom development services (collectively, the "Professional Services").

Section 4.2 Web Site. T2 shall provide a Web Site for Subscriber. T2 and Subscriber contemplate that the Web Site will be enhanced over time and unless T2 is providing Hosting Services, the Web Site will be hosted by Subscriber.

Section 4.3 License. Subject to payment by Subscriber of any Web Site Fee which is due, T2 grants to Subscriber a non-exclusive right to use the Web Site prototype and any additional enhancements or customization in connection with the use of the Software under the same Terms and Conditions.

Section 4.4 Web Site Development. If the Subscriber determines that the Web Site requires additional enhancements or customization, T2 shall provide development services relating to the Web Site. T2's services in assisting Subscriber in this regard shall be provided on a Time and Materials Basis.

Article 5. TECHNICAL SUPPORT

Section 5.1 Technical Support Services. T2 offers the Subscriber technical support as described in Section 13.9.

Section 5.2 Technical Support Hours. T2 offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays. The Target Response Time is two (2) hours.

Section 5.3 Updates and Enhancements. To the extent that T2 releases an updated or enhanced version of the Software during the Subscription Term, T2 will make the updated version available for download by Subscriber at no additional charge. Subscriber shall be permitted to use the updates and enhancements to the extent provided in Article 1.

Section 5.4 Technical Support Exclusions. T2 will not be responsible for failure to correct a problem to the extent that T2 is unable to replicate the

problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Subscriber to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2, (iv) any change in applicable operating system software, or (v) the failure of Subscriber to install updates to the Software provided by T2. A Subscriber who is not current with their account will not be eligible for technical support. In any such event, T2 will advise Subscriber and, upon request, will provide such assistance as Subscriber may reasonably request with respect to such problem at T2's then-current standard rates for time and materials.

Section 5.5 Cooperation. Subscriber acknowledges (i) that certain services or obligations of T2 hereunder may be dependent on Subscriber providing certain data, information, assistance, or access to Subscriber's systems, (collectively, "Cooperation"), and (ii) that Cooperation may be essential to the performance of such services by T2. The parties agree that any delay or failure by T2 to provide services hereunder which is caused by Subscriber's failure to provide timely Cooperation reasonably requested by T2 shall not be deemed to be a breach of T2's performance obligations under this Agreement.

Section 5.6 Supported Versions of Flex. T2 requires all T2 Flex instances hosted by the Subscriber or hosted by T2 on behalf of Subscriber for either production or for testing to be the current or next most recently released T2 Flex application software version. T2 reserves the right to upgrade any T2 hosted T2 Flex instance with 24 hour notice to the Subscriber. Notice may be provided via email or phone.

Article 6. PAYMENT

Section 6.1 Fees. The Subscription Fee, Web Development/eBusiness, Hosting Services Fee, Professional Services Fee, Hardware Fee and any additional agreed upon fees (collectively, the "Fees") shall be payable according to the terms set forth in the *Quote*. Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated by T2 for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the *Quote*), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

Section 6.2 Change in Fees. T2 will increase the Fees by five (5) percent per year, provided T2 notifies Subscriber in writing at least sixty (60) days prior to a renewal period. If T2 fails to provide a sixty (60) day notice, then the increase in fees will not become effective until the beginning of the first month following the sixty (60) day period after T2 notified Subscriber of the increase.

Section 6.3 Certain Taxes. If applicable, in addition to the consideration provided herein, Subscriber agrees to pay amounts equal to any sales, use, excise or other taxes or any custom duties levied against or imposed: (i) upon the subscription of the Software to Subscriber, or (ii) upon the Authorized Production Copies and the permitted back-up copies used by Subscriber, or (iii) upon the support provided under Article 5, or (iv) resulting from this Agreement, or any activities hereunder; but Subscriber shall not be obligated to pay any taxes based on T2's net income. If Subscriber claims an exemption from any such taxes, Subscriber shall provide to T2 an appropriate exemption certificate. If Subscriber challenges the applicability of any tax, Subscriber shall nevertheless pay the same to T2 and Subscriber may thereafter challenge the tax and seek a refund thereof.

Comment [SS1]: The City can not indemnify and hold harmless.

Section 6.4 Invoices. Invoices for payment of amounts due to T2 under this Agreement shall be itemized in reasonable detail. If Subscriber does not dispute any part of an invoice, Subscriber shall pay the amounts due within thirty (30) days of receipt. If Subscriber disputes one or more items of an invoice, Subscriber shall: (i) pay T2 within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Subscriber shall forthwith pay T2 therefore.

Section 6.5 Failure to Make Payment. If Subscriber fails to make any payments within thirty (30) days after the amount is due pursuant to this Agreement, then the amount, without the necessity of any notice or action by T2 shall become due and payable. The non-exclusive subscription granted pursuant to Article 1 of this Agreement may be terminated by T2 with thirty (30) days prior written notice in the event Subscriber fails to make any payments when due under this Agreement.

Section 6.6 Payment by Automated Clearing House. If applicable, Subscriber agrees that the Subscription Fee and Web Site Fee (if applicable) shall be paid by Automated Clearing House debit. Subscriber agrees to complete the ACH Authorization Agreement accompanying this Software Subscription Agreement. If Subscriber is unable to execute an ACH Authorization Agreement, Subscriber shall make payment to T2 by check, credit card or debit card in the amount payable hereunder. Furthermore, Subscriber agrees to submit such payment to T2 so that payment is received by T2 on or before the Subscription Fee due date.

Payment Options

1. Annual Subscription paid in advance
2. Monthly Subscription paid in advance. Monthly payments are subject to a 3% processing fee.
3. ACH (see above)

Section 6.7 Late Charges. If Subscriber does not make timely payment of the Subscription Fee to T2 of any amount payable hereunder, in addition to the remedies available to T2 at law or equity.. If payment is not received within thirty (30) consecutive days, T2 has the right to suspend services provided hereunder.

Article 7. TERM AND TERMINATION

Section 7.1 Term. The term of the Subscriptions granted in Article 1 and the provision of support under Article 5 shall commence on the Installation Date or three (3) months from the Effective Date of the Software Subscription Agreement, whichever is earlier, and shall continue for the period set forth in the *Quote* ("Initial Term"). If the Subscriber delays installation beyond the timeline in the *Quote*, the Subscriber may incur additional installation fees. If a delay in installation is caused by T2, the initial term of this Agreement shall commence at the date the Software is installed and the Subscriber executes the Installation verification acknowledgement. Except as may be otherwise provided in the *Quote*, the term of the

Subscriptions and support shall be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then-current term, unless either T2 or Subscriber gives notice of non-renewal to the other at least sixty (60) days in advance of the expiration of the then-current term.

Section 7.2 Reengagement When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon Project Plan because the Subscriber did not meet their deliverables, or if the Subscriber requests a new date after a committed date has been scheduled, the Subscriber will be responsible for:

- a) Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBiz, interfaces, etc.).
- b) All hard costs, including travel.
- c) Rebooking fees.
- d) Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.
- e) A reengagement fee of 20% of the total professional services plus travel expenses associated with the reengagement.

Section 7.3 Termination. Subscriber may terminate the Subscriptions granted in this Agreement, any support under Article 5, any Professional Services, and any Hosting Services by notice of non-renewal given in accordance with Section 7.1 or by notice given in accordance with the provisions of Article 11. T2 may terminate the Subscriptions granted in the Agreement and any support under Article 5 by notice of non-renewal given in accordance with Section 7.1, by termination as provided in Section 6.5 or upon fifteen (15) days prior written notice in the event Subscriber uses the Software in a manner not permitted under the Agreement.

Section 7.4 Return of Materials. Upon termination of the Subscription of the Software or Handheld Software for any reason, Subscriber shall destroy all copies of the Software or Handheld Software and any other materials received from T2 and furnish T2 a written statement certifying that through Subscriber's best efforts, and to the best of Subscriber's knowledge, all copies of the Software or the Handheld Software, including all copies of Client Components, and any other materials received from T2, have been destroyed.

Section 7.5 Return of Subscriber Data. Upon termination of the Subscription of the Software, T2 shall, at Subscriber's request, return multiple data files which contain the Subscriber's data in a tab delimited, flat file format of T2's choosing. To accommodate special requests to receive data in other formats, Subscriber will be responsible for additional time and materials required to accommodate this request.

Section 7.6 Outstanding and Future Payment Obligations. All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Agreement.

Article 8. SUBSCRIBER DATA

Section 8.1 Confidential Treatment. All Subscriber Data which is submitted by Subscriber to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; *provided, however*, if Subscriber Data is publicly available, is already in T2's possession from a source other than Subscriber or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. Upon reasonable notice, Subscriber may inspect T2's facilities during regular T2 business hours to assure Subscriber of T2's compliance with this obligation.

Section 8.2 Obligation of Subscriber to Protect. The Software creates and stores databases of personal information of end-users and data relating to Subscriber on the computer system on which the Software is installed. Subscriber agrees to take all steps which it deems are appropriate to provide adequate security for that information.

Article 9. RESTRICTIONS ON USE OF THE SOFTWARE

Section 9.1 No Distribution. Subscriber may not distribute or sublicense the Software to any person.

Section 9.2 No Sublicense; Persons Authorized to Use. Subscriber may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.

Section 9.3 No Reverse Engineering. Subscriber agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible).

Section 9.4 Limited Copies. Subscriber is authorized to make copies of the Software, to the extent copies are reasonably required for back-up and archival purposes or for internal business operations. Subscriber agrees that while the Agreement is in effect, or while it has custody or possession of any property of T2, Subscriber will not copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the Software, beyond the number of authorized Production Copies subscribed pursuant to this Agreement, and Client Components which are installed on Authorized Concurrent Users' devices. Subscriber may modify the documentation as necessary for its internal purposes, but shall not alter or remove any proprietary notice in the documentation, including but not limited to T2's name, logo and copyright notice.

Section 9.5 Export. Subscriber shall not permit any copy (in any medium) of all or any portion of the Software to be transmitted to or located outside of the United States except with T2's prior written consent and compliance by Subscriber with any applicable export or import requirements.

Section 9.6 Passwords. Subscriber shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

Article 10. PROPRIETARY PROTECTION

Section 10.1 T2 Confidential Information. Subscriber and Subscriber's subsidiaries recognize that the source code for the Software, and all specifications, techniques, manuals (other than end-user materials), system documentation and other materials relating to the operation of the Software which are disclosed or made available to Subscriber by T2 pursuant to this Agreement (collectively, "**T2 Proprietary Material**") are confidential, proprietary and trade secret and are protected by law. The Agreement does not give Subscriber the right to have access to any source code for the Software.

Section 10.2 Other Proprietary Information. T2 and Subscriber each may provide the other information which it treats as confidential or proprietary and which either (a) it has marked "Confidential" or "Proprietary," or (b) a reasonable person in the circumstances would understand to be confidential or proprietary ("**Proprietary Material**"). The receiving party agrees: (a) not to use Proprietary Material it receives from the disclosing party for any purpose other than performing its obligations and exercising its rights under this Agreement; (b) to exercise at least the same care to maintain the confidentiality of the Proprietary Material as it does its own confidential information of the same type; and (c) not to disclose the Proprietary Material to any third party, except that it may disclose Proprietary Material (i) on a confidential basis to its affiliates and its and its affiliates' attorneys, accountants, consultants, lenders, potential lenders and financial, tax, technical and other advisors who agree to keep it confidential, (ii) when required to comply with applicable laws or governmental regulations, (iii) in response to a subpoena or other legal process provided that, if permitted by law, it first notifies the disclosing party and, to the extent possible, gives the disclosing party a reasonable opportunity to challenge the disclosure and (iv) on tax returns or in connection with any examination or audit thereof. "Proprietary Material" shall not include information received from a party which: (i) is in the other party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, prior to disclosure by the party; (ii) is or subsequently becomes part of a public domain through no fault of the other party; (iii) is disclosed to the other party by a third party having no obligation of confidentiality with respect thereto, and provided the other party did not have actual or constructive knowledge that such information was wrongfully disclosed by such third parties; or (iv) is independently developed by the other party.

Section 10.3 Reproduction of Marks. Subscriber agrees that any copies made of the Software, Handheld Software, any other T2 Proprietary Material and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

Section 10.4 Patent and Copyright Indemnity. T2 warrants that the Software and any materials developed by T2 and provided by T2 to Subscriber will not infringe on any United States copyright or patent. Should any legal action be made against Subscriber based on infringement of a United States copyright or patent as a result of the Software or the Professional Services, Subscriber shall promptly notify T2 and T2 shall defend the action at its expense. T2's liability in that event will be limited to defending the action and payment of any

resulting court costs and damages finally awarded against Subscriber in the action. T2's obligations pursuant to this Section 10.4 shall not apply to any infringement caused by or resulting from Subscriber modifications or attempted modifications to any relevant system, or from Subscriber's failure to implement changes or updates furnished by T2 to Subscriber during the term of this Agreement.

Article 11. CORRECTION OF ERRORS

Section 11.1 Correction of Functionality of the Software. The liability of T2 for the functionality of the Software is limited, except as provided below in this Section, to the warranty provided in Section 1.3. If, thirty (30) days after the giving of the required notice described in Section 1.3, the Software fails to so conform, and the failure to conform is occasioned by T2's error and not operator error, faulty data or hardware failures, then, Subscriber may, at its election at any time thereafter while the failure remains uncured, send T2 a written notice that: (i) T2 has continued to fail to correct the failure; and (ii) Subscriber has elected to terminate the subscription of the Software. Upon the continuance of that failure for a period of thirty (30) days after such written notice of the continuance of such failure to correct and Subscriber's election to terminate has been given to T2 by the Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to, terminate the subscription granted pursuant to the Agreement within sixty (60) days after the expiration of the cure period by the destruction of the materials described in Section 7.4, and have returned to it, (to the extent the amounts have not been previously refunded) the Subscription Fee, under Section 6.1 of this Agreement theretofore paid to T2 for the initial Subscription Term. If Subscriber fails to return the materials within thirty (30) days after the expiration of the cure period, Subscriber shall have waived its right to terminate the subscription and to receive a refund of the Subscription Fee.

Section 11.2 Correction of Support Errors. T2's liability under Article 5 is limited as provided in this Section 11.2. T2 commits to use commercially reasonable efforts repair "minor" bugs, which are errors that support a "work around" solution (a "Minor Error"), in the next production release of the Software, which would typically occur in ninety (90) days or less. New production releases (beta releases) are heavily tested by T2's technical staff and, typically, by beta site Subscribers, meaning that "critical" bugs, which are errors that would stop a Subscriber from processing (a "Critical Error" and together with a Minor Error, an "Error") rarely make it into a production release. Nevertheless, if a Critical Error makes it into a production release, T2 commits to use commercially reasonable efforts to distribute a software patch within forty-eight (48) hours of T2's receipt of notice of the Critical Error. If an Error continues for a period of sixty (60) days after that detailed written notice has been given to T2 by Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to terminate the subscription of the Software by certifying destruction of the Software and other materials in the manner provided in Section 7.4 within thirty (30) days after the expiration of the cure period and, upon such certification, have returned to it the prorated consideration representing Subscriber's payment of the Subscription Fee for the days remaining in the then current Subscription Term computed from the date of T2's receipt of the termination notice.

Section 11.3 Correction of Hardware Errors. T2's liability under Article 2 is limited as provided in this Section 11.3 if after giving T2 notice of the Hardware Error, T2 fails to repair or replace the faulty Hardware, then, Subscriber may, at its election at any time thereafter while the Hardware Error remains uncured, send T2 written notice that (i) T2 has continued to fail to correct the Hardware Error and (ii) Subscriber has elected to terminate the Hardware Support services. If the Hardware Error continues for a period sixty days (60) after that

detailed written notice has been given to T2 by Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to request that T2 return the Hardware and have returned to it the prorated consideration representing Subscriber's payment for the Hardware repair and support.

Section 11.4 Correction of Professional Services Errors.

Subscriber shall notify T2 within thirty (60) days' time after T2 advises Subscriber of its completion of the work in question when the Professional Services do not execute in accordance with the Subscriber's specifications. The notification shall include the detailed variances and the information necessary for T2 to verify the variances. T2, upon actual receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Subscriber specifications. The passage of the thirty (60) day period after T2 advises the Subscriber that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

Comment [SS2]: Requesting 60 days.

Article 12. REMEDIES

Section 12.1 Walver of Jury Trial. Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim, litigation or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

Section 12.2 Time to Sue. No action, regardless of form, arising out of any of the transactions pursuant to this Agreement may be brought by Subscriber more than three years after the cause of action accrued.

Section 12.3 No Other Liability. Except to the extent provided in Section 2.2, Section 3.9 and Article 11, T2 and its third party licensors shall not be responsible for any claims against Subscriber by any other party nor shall T2 or its third party licensors be liable for any property damage, personal injury, loss or inaccuracy of data, loss of profits or revenues, interruption of business, out-of-pocket expenses or any other direct, indirect, special, consequential or incidental damages, however caused, whether based on contract, tort (including negligence), strict liability, warranty, statutory rights or any other basis arising out of Subscriber's use of the Software, the provision of support, consulting or the marketing, delivery or supporting thereof, or otherwise arising pursuant to this Agreement. In the event any of the foregoing limitations of liability are void or are not effective, Subscriber agrees that the liability of T2 and its third party licensors for damages, if any, shall not exceed the Subscription fees paid by Subscriber to T2 for the three (3) months preceding the earliest event giving rise to the liability. With respect to Professional Services, in the event any of the foregoing limitations of liability are void or not effective, Subscriber agrees that T2's liability shall in no case exceed the amounts paid to T2 by Subscriber under this Agreement for Professional Services, or parts thereof, involved in the claim and not otherwise reimbursed. If only a part of the Professional Services is the subject of a claim, then T2's liability shall be limited to the amount which T2 may have theretofore allocated to that part of the Professional Services of this Agreement, in the *Quote*, in any invoice of statement rendered, or to the amount as may be allocated by T2 in its good faith discretion to the part of the Professional Services. T2 shall not be liable for any lost profits or for any claim or demand against Subscriber by any other party.

Article 13. DEFINED TERMS

Section 13.1 **Agreement.** The “Agreement” between T2 and Subscriber consists of this Software Subscription Agreement and the *Quote*.

Section 13.2 **Authorized Hosting Provider.** An “Authorized Hosting Provider” means T2 or its subcontractors.

Section 13.3 **Authorized Purposes.** Subscriber’s “Authorized Purposes” are the use of the Software for the Subscriber’s internal parking business operations.

Section 13.4 **Authorized Concurrent Users.** The number of “Authorized Concurrent Users” is set forth in the *Quote*. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote*.

Section 13.5 **Client Components.** The “Client Components” are components of the Software, which T2 makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.

Section 13.6 **Cooperation.** “Cooperation” is defined in Section 5.5.

Section 13.7 **Critical Error.** A “Critical Error” is defined in Section 11.2.

Section 13.8 **Effective Date.** The “Effective Date” is the date of this Agreement.

Section 13.9 **Technical Support.** “Technical Support” includes:

Service	T2 Hosted Customers	Self Hosted Customers
Assistance with upgrading T2 Flex Software	Included	Excluded
Assistance with upgrades to Oracle database releases	Included	Excluded
Assistance with installation of Oracle patches	Included	Excluded
Access to Crystal Reports library of 400+/- reports	Included	Included
Authorized Concurrent Users may participate in on-line T2 Systems training on Software upgrades	Included	Included
Database rebuilds or repairs	Included	Excluded

Section 13.10 **Professional Services.** “Professional Services” shall have the meaning set forth in Section 4.1.

Section 13.11 Guaranteed Minimum Commitment. Subscriber shall be liable for the remainder of the current annual subscription fee once each annual term commences. Notwithstanding anything to the contrary contained herein, if the Software ASP Subscription Agreement is terminated by T2 Systems for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment, the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

Section 13.12 Hardware Error. "Hardware Error" shall mean a defect in the Hardware that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hardware.

Section 13.13 Hardware Fee. "Hardware Fee" shall mean the fee set forth in the *Quote* for the initial term of. The Hardware Fee is subject to change as provided in Section 6.2.

Section 13.14 Hosting Error. "Hosting Error" shall mean a defect in the Hosting System that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hosting Services.

Section 13.15 Hosting Services Fee. "Hosting Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Hosting Services. The Hosting Fee is subject to change as provided in Section 6.2.

Section 13.16 Hosting Services. "Hosting Services" shall mean that T2 will install, operate, and maintain the Software on T2's Application Server, and provide to Subscriber access to T2's Application Server sufficient for Subscriber to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.

Section 13.17 Hosting System. "Hosting System" shall mean the computer and network equipment owned and maintained by T2 or its designated third party and the operating software licensed by T2 or its designated third party.

Section 13.18 Installation Date. "Installation Date" shall mean the date the Flex application goes into production mode.

Section 13.19 Minor Error. A "Minor Error" is defined in Section 11.2.

Section 13.20 Production Copy. A "Production Copy" is an executable code copy of the Software which is used on a computer system to process live data. Copies of all or a portion of the Software whether on multiple computers or on a computer system will constitute a single Production Copy so long as a single database is used by all of the copies of the Software. The number of Production Copies authorized under this Agreement is one, unless otherwise set forth in the *Quote*.

Section 13.21 Professional Services Fee. "Professional Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Professional Services. The Professional Fee is subject to change as provided in Section 6.2.

Section 13.22 Proprietary Material. "Proprietary Material" shall have the meaning set forth in Section 10.1.

Section 13.23 Remote Access Equipment. "Remote Access Equipment" shall mean the equipment necessary for Subscriber to access the services on the Internet. The Remote Access Equipment is to be provided by Subscriber.

Section 13.24 Subscriber. The "Subscriber" is identified in this agreement.

Section 13.25 Subscriber Data. "Subscriber Data" shall mean the data provided to T2 by Subscriber and the Authorized Concurrent Users, including data regarding Authorized Concurrent Users.

Section 13.26 Subscription Fee. The "Subscription Fee" for the initial Subscription Term is set forth in the *Quote*. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in Section 6.2.

Section 13.27 Subscription Term. The initial "Subscription Term" commences on the earlier of the Install Date or three (3) months from the Effective Date and extends for the period specified in the *Quote*. Each subsequent Subscription Term is for a period of one (1) year.

Section 13.28 Software. The "Software" is specified in the *Quote* and consists of T2 Flex® and all related software components including but not limited to, handheld ticket-writer software as specified in the *Quote*.

Section 13.29 Target Response Time. The "Target Response Time" is the time period during support hours in which T2 will strive to communicate with the Subscriber acknowledging a support request by the Subscriber.

Section 13.30 Quote. The Software Subscription Agreement is the document executed by T2 and Subscriber which incorporates the "*Quote*" by reference.

Section 13.31 Standard Technical Support. "Standard Technical Support" includes responses to questions of error by email or telephone.

Section 13.32 T2 Proprietary Material. "T2 Proprietary Material" is defined in Section 10.1.

Section 13.33 Time and Materials Basis. "Time and Materials Basis" means an hourly basis at the rate specified in the *Quote*, together with reimbursement of expenses.

Section 13.34 Web Site. "Web Site" means the Web Site prototype provided by T2, and subsequently customized at Subscriber's request.

Section 13.35 Web Site Fee. The "Web Site Fee" for the Web Site is identified in the *Quote*.

Section 13.36 **Wrap-Up Period.** "Wrap-Up Period" shall have the meaning set forth in *Quote*

Article 14. MISCELLANEOUS

Section 14.1 Escrow of Source Code. T2 entered into a source code escrow agreement with Lincoln Parry Software, Inc. (the "**Escrow Agreement**") providing for the deposit of the source code programs for the executable version of the Software into an escrow account. The Escrow Agreement further provides, subject to the terms and conditions for which Subscriber agrees to be bound, that the escrow agent may release the source code to Subscriber upon the occurrence of one of the release event(s) specified therein. T2 will provide a copy of the Escrow Agreement to the Subscriber upon request. The Escrow Agreement provides that the Trustee shall deliver a copy of the source code to the Subscriber only if the Subscriber has satisfied the procedures and conditions set forth in the Escrow Agreement, including, the execution of the Non-Disclosure Covenant attached thereto. Upon release of the source code, the Subscriber is authorized to copy, modify, and create derivative works based on the source code for the sole purpose of debugging and maintaining the Software. The Subscriber shall remain entitled to keep a copy of the source code so long as the Subscriber continues to pay the Subscription Fee under this Agreement. Also, Subscriber shall pay to T2, within fifteen (15) days of receipt of invoice, the annual administrative fee of Lincoln Parry Software, Inc. Subscriber shall remain obligated to pay T2 the Subscription Fee notwithstanding the release of the source code for the Software from the escrow.

Section 14.2 Notices. Any notices or other communications required or permitted to be given or delivered under the Agreement shall be in writing and shall be delivered to T2 at its address specified on its web site or to Subscriber at its address specified in the *Quote* or to such other address as either party may, from time to time, designate to the other in writing. All notices to T2 shall be to the attention of the CEO of T2. Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile or, if mailed, on the third business day next following the mailing thereof.

Section 14.3 No Partnership. Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship.

Section 14.4 Survival. The provisions of Section 1.4, Section 3.9, Section 3.10, Section 6.3, Section 6.5, Section 7.4, Section 7.6, Article 8, Article 10, Article 11, Article 12, Section 14.4 and Section 14.6, and all obligations of Subscriber to pay or reimburse T2 for any amounts arising under this Agreement, shall survive any termination of either this Agreement or the non-exclusive subscription granted hereunder.

Section 14.5 Publicity. Subscriber agrees that T2 may identify Subscriber as a customer in the customer lists or other similar communications. T2 agrees not to use Subscriber's name in any other public releases or in any case histories except with Subscriber's prior consent which Subscriber agrees not to unreasonably withhold or delay.

Section 14.6 Governing Law. Regardless of the place of execution, delivery, performance or any other aspect of this Agreement, this Agreement and all of the rights of the parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the United States of America and of the State of Ohio without regard to conflict of laws principles.

Section 14.7 Severability. If any provision in the Agreement shall be held to be in contravention of applicable law, the Agreement shall be construed as if that provision were not a part thereof and in all other respects the terms of the Agreement shall remain in full force and effect.

Section 14.8 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of the Agreement shall be deemed to constitute a waiver of any subsequent breach of the covenant or condition nor justify or authorize a non-observance upon any occasion of that covenant or condition or any other covenant or condition of the Agreement.

Section 14.9 Entire Agreement. The Agreement (consisting of this Software Subscription Agreement and the *Quote*) constitutes the entire agreement between the parties hereto with regard to the Software, any Hosting Services, any Development Services, and any support of the Software.

Section 14.10 Additional Work. If Subscriber requires additional work and/or integrations not included in this Agreement and attached Quote, T2 and Subscriber shall negotiate the additional work, mutually agree on the scope and compensation, and document the terms in either a separate Agreement or an amendment to this Agreement per the purchasing requirements of the Subscriber.

Section 14.11 Piggyback Cooperative Purchasing. Subscriber agrees to allow this contract to be used for purposes of piggyback purchasing. Under piggyback purchasing, Subscriber and T2 agree to open the contract for the use of other public or state agencies with the stipulation the other state agencies will be offered the same prices, terms, and conditions as that of Subscriber. The contract is mandatory for Subscriber and optional for all other state agencies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

T2 Systems, Inc.

City of Oxford

By: 
Name: TIM MAGOWAN
Title: COO

By: _____
Name: _____
Title: _____

EXHIBIT: PCI AND PA DSS COMPLIANCE

I. DEFINITIONS

A **Self Hosted Subscriber's** instance of T2 Flex and the T2 Credit Card Solution is installed entirely on the Subscriber's site(s). A **T2 Hosted Subscriber's** instance of T2 Flex and the hosted components of the T2 Systems Credit Card Solution are installed and run in the T2 Hosting Environment. A T2 Hosted Subscriber has both hosted and Non-Hosted Components.

The **Standard Network** is part of the T2 Hosting Environment and contains T2 Flex servers, T2 e-Business Solutions Servers, and other equipment. T2 Hosted Subscribers who do not process payments through the Hosting Environment use only the Standard Network. The Standard Network uses standard, commercially reasonable security practices to control and protect the transmission of data to and from the Hosting Environment.

The **Payment Network** is part of the T2 Hosting Environment and is used solely for payment processing. T2 Hosted Subscribers who process payments through the Hosting Environment use the Standard Network for routine Flex T2 e-Business Solutions operational processes and the Payment Network for payment processing. The Payment Network will be secured to the Payment Card Industry Data Security Standard (PCI DSS) in 2010. T2 Systems is responsible for maintaining PCI DSS compliance of the T2 Hosting Environment Payment Network.

Non-Hosted Components are considered to be any software components of T2 Flex, T2 e-Business Solutions, and/or the T2 Systems Credit Card Solution installed on hardware located at the Subscriber site(s) and any hardware located at the Subscriber site(s). Non-Hosted Components are not part of the T2 Hosting Environment, the Standard Network, or the Payment Network, and are not the responsibility of T2 Systems.

The **T2 Hosting Environment** includes the T2 servers, networking equipment, and related devices located at T2's data center, and the software and data that reside on that equipment. There are two networks within the T2 Hosting Environment: Standard and Payment.

II. T2 SYSTEMS RESPONSIBILITIES

T2 Systems shall provide Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) validated software for processing credit card payments (T2 Systems Credit Card Solution), including a PA-DSS Implementation Guide containing guidelines for installing and configuring the T2 Systems Credit Card Solution to support Payment Card Industry Data Security Standard (PCI DSS) compliance. T2 Systems shall maintain the PCI PA-DSS validation of the T2 Systems Credit Card Solution its PA-DSS Implementation Guide.

• Note: Use of PCI PA-DSS validated software and its PA-DSS Implementation Guide does not guarantee merchant's PCI DSS compliance. For complete and current PCI DSS requirements, Subscribers should reference the Payment Card Industry Security Standards Council™ (PCI SSC) website at www.pcisecuritystandards.org.

For both the Standard and Payment Networks, T2 is responsible for the security of the data once it is inside the Hosting Environment and for using commercially reasonable data security practices to control and protect the transmission of data to and from the Hosting Environment.

T2 Systems shall maintain the Payment Network in a validated PCI DSS compliant environment, including use of PCI PA-DSS validated software for processing credit card payments, the T2 Systems Credit Card Solution, configured as directed by its PA-DSS Implementation Guide.

III. SUBSCRIBER RESPONSIBILITIES

Subscribers are responsible for providing and maintaining a Payment Card Industry Data Security Standard (PCI DSS) compliant environment at their site(s) in which components of the T2 Systems Credit Card Solution may be installed, and for validation of that environment as required by their payment gateway, merchant bank, payment brand, or other entity with which the Subscriber is contracted to process payments.

The Subscriber is responsible for configuring T2 Systems Credit Card Solution according to the PA-DSS Implementation Guide.

Once the T2 Systems Credit Card Solution has been implemented at the Subscriber site(s), Subscribers are responsible for maintaining Non-Hosted Components of the T2 Systems Credit Card Solution, including implementation in a timely manner of any updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide provided by T2 Systems.

Please note: Acceptance of a given payment application by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that payment application that was reviewed by a PA-QSA and subsequently accepted by PCI SSC (the "Accepted Version"). If any aspect of a payment application or version thereof is different from that which was reviewed by the PA-QSA and accepted by PCI SSC – even if the different payment application or version (the "Alternate Version") conforms to the basic product description of the Accepted Version – then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as accepted by PCI SSC.

No vendor or other third party may refer to a payment application as "PCI Approved" or "PCI SSC Approved", and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or payment applications, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a PA-DSS letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a payment application or version thereof are strictly and actively prohibited by PCI SSC.

When granted, PCI SSC acceptance is provided to ensure certain security and operational characteristics important to the achievement of PCI SSC's goals, but such acceptance does not under any circumstances include or imply any endorsement or warranty regarding the payment application vendor or the functionality, quality, or performance of the payment application or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied

warranties of merchantability, fitness for purpose or noninfringement, all of which are expressly disclaimed by PCI SSC. All rights and remedies regarding products and services that have received acceptance from PCI SSC, shall be provided by the party providing such products or services, and not by PCI SSC or any payment brands.

IV. NEWLY DISCOVERED SECURITY VULNERABILITIES

T2 Systems shall provide notice to the Subscriber of any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and, for T2 Hosted Subscribers, in the T2 Hosting Environment Payment Network, and provide network security updates, software updates, and/or updates to the PA-DSS Implementation Guide to remedy those vulnerabilities as soon as is reasonable and practical following discovery of the vulnerability.

T2 Systems is not responsible for providing notice to T2 Subscribers regarding security vulnerabilities in non-T2 software or hardware that do not require changes to the T2 Systems Credit Card Solution, the T2 Systems Credit Card Solution PA-DSS Implementation Guide, and/or the T2 Hosting Environment Payment Network that do not affect configuration of hosted or Non-Hosted Components.

For Non-Hosted Components, Subscribers are responsible for installing software updates provided by T2 Systems to remedy any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and for making any changes identified in updates to the PA-DSS Implementation Guide as soon as is reasonable and practical.

Subscribers are responsible for notifying T2 Systems as soon as is reasonable and practical should the Subscriber discover a security vulnerability in or related to the T2 Hosting Environment Payment Network (T2 Hosted Subscribers only), the T2 Systems Credit Card Solution, and/or the T2 Systems Credit Card Solution PA-DSS Implementation Guide.

V. INFORMATION SECURITY BREACH

Subscribers are responsible for notifying T2 Systems should an information security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network (T2 Hosted Subscribers only) occur as soon as law enforcement and contractual obligations to other payment entities require and/or allow. T2 Hosted Subscribers shall follow the instructions in the most recent version of the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan. The Plan will be e-mailed to T2 Hosted Subscribers annually or as it is updated.

T2 Systems shall notify Subscribers of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network as soon as law enforcement and contractual obligations to other Subscribers and payment entities require and/or allow. Notification of T2 Hosting Environment breaches not related to a security vulnerability in the T2 Systems Credit Card Solution may be made to T2 Hosted Subscribers only.

T2 Systems shall cooperate with law enforcement and assist with the investigation of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network.

VI. TERMINATION OF SERVICES (T2 HOSTED SUBSCRIBERS ONLY)

T2 Hosted Subscribers

- who persist in material deviations from the PA-DSS Implementation Guide not approved by the T2 Systems Chief Information Officer, or
- who persist in material non-PCI DSS compliant security practices, or
- who fail to implement updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide in a timely manner, or
- who fail to report a security breach as required by the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan, or
- whose operation is deemed by T2 Systems to be a material risk to the security of the T2 Hosting Environment,

may be disconnected from the T2 Hosting Environment Payment Network or the T2 Hosting Environment in its entirety at the discretion of the T2 Systems Chief Information Officer.

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager:	Douglas Elliott	Police Originating Department
Council Meeting Of:	November 20, 2012	R.B. Holzworth
Account Code No. #:	N/A	Prepared By
Budgeted Amount:	N/A	November 13, 2012 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 2012 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 17, 2012, at 9:00 a.m. and ending on Tuesday, January 1, 2013, at 6:00 p.m. Normal operations will resume on Wednesday, January 2, 2013.

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.

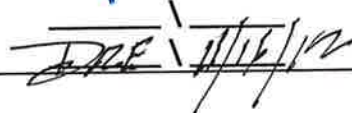
[Note: Parking at all metered spots is FREE on December 24-25, 2012 and January 1, 2013.]

Approved By:

Department Head:
City Attorney:
City Manager:

Initial Date

 11-13-2012

 11/16/12

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 17, 2012 UNTIL 6:00 P.M. ON JANUARY 1, 2013. 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 17, 2012, until 6:00 p.m. on January 1, 2013. The two hour restriction for meters in these locations will remain in effect.

SECTION 2: City Council hereby accepts the recommendation of the City Manager and the 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 17, 2012 until 6:00 p.m. on January 1, 2013. 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 20, 2012

Service Department
Originating Department

Account Code #: N/A

David Treleaven
Prepared By

Budgeted Amount: N/A

November 9, 2012
Date Prepared

Agenda Title:	Environmental Commission Meeting of November 7, 2012
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Recommendation:	For Review and Consideration
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Discussion:

Environmental Commission members present at the Wednesday, November 7, 2012 meeting were: Chair, Mr. Vince Hand; Vice-Chair, Mr. Kevin Armitage; City Council Representative, Ms. Kate Rousmaniere; Planning Commission Representative, Mr. Ted Wong, Mr. Wright Gwyn, and Ms. Kelly Church. A quorum was present. Mr. Charlie Ford previously notified the Commission that he would be unable to attend the November meeting.

Minutes from the October 3, 2012 Commission meeting was unanimously accepted as presented.

Councilor Rousmaniere informed the Commission that the pedestrian and bicycle plan prepared by Miami University Institute for the Environment and Sustainability graduate student Ms. Anna Dragovich was accepted by the Planning Commission.

The Planning Commission is initiating revisions the General Business District zoning regulations. The Environmental Commissioners requested that storm water best management practices be incorporated into any associated development and/or re-development regulations.

At the December 5, 2012 Environmental Commission meeting, Commissioners will review the information presented by Chagrin River Watershed Partners, Inc. (CRWP) regarding their comprehensive storm water management model ordinance and it's outlined adoption process. Staff was asked to prepare a "table of contents" for the CRWP's model regulation. Various aspects of the model ordinance/regulations are to be assigned to Commissioners for revision to make them applicable to Oxford.

The Commission adjourned at 8:55 p.m. The next regularly scheduled meeting of the Environmental Commission is on Wednesday, December 5, 2012 at 7:00 p.m. in the Municipal Building's Second Floor Conference Room.

Approved By:	Department Head: City Manager:	Initial <u>DT</u> <u>DAE</u>	Date <u>11/12/12</u> <u>11/14/12</u>
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**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: November 20, 2012

Sam Perry
Prepared By

Account Code No. #:

Budgeted Amount:

November 13, 2012
Date Prepared

HAPC MEETING REPORT – November 7, 2012

Requests for Review

HAPC-12-2012 214 W. Church Street, exterior modifications, Mile Square Preservation LLC, Matt Rodbro, Member

The HAPC unanimously approved the exterior work to this deteriorating building which included new cementitious siding and trim and new wood shutters along with a new entry door (to be approved administratively after further investigation of available styles). The structure will be white with black shutters and a black door.

New Business

Butler County Wayfinding Sign Program – Alan Kyger

Mr. Kyger gave an overview of the overall program and showed the locations of the seven new signs that would be installed at intersections in the Uptown Historic District: four at Main & High, two at High & College and one at Church and College.

Historic Marker Application Workshops

The workshops will be held from 7:00 to 8:30 p.m. on December 13th and February 7th at the Smith Library of Regional History (inside the Lane Library). The intent is to assist potential applicants in gathering historical information prior to the May 2013 deadline.

Administrative Findings / Approvals

- **HAPC-ADM-04-2012 5 W. High Street, Fuji Express, installation of a wall sign and lighting choice, Hugo Cisneros, Signworks, Agent -- Approved 10/12/2012**
- **HAPC-ADM-05-2012 35 W. High Street, BlueTique, installation of a wall sign, Paul Koehneke, Applicant, Agent--Approved 10/12/2012**
- **HAPC-ADM-06-2012 23 N. College Avenue, Moonshine, wall sign, John Brosier, Applicant, Agent --Approved 10/22/2012**

Department Head:
City Attorney:
City Manager:

JHC / 11/13/12
DPB / 11/14/12

A Regular meeting of the Oxford City Council was called to order by Mayor Richard Keebler on Tuesday, November 6, 2012 at 7:30 p.m. Those members present were Ken Bogard, Bob Blackburn, John Harman, Kevin McKeehan and Steve Snyder. Kate Rousmaniere was excused.

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

PLEDGE OF ALLEGIANCE

Mayor Keebler requested the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Bogard moved to approve the agenda. Mr. Snyder seconded. The motion passed 6-0-0.

PUBLIC PARTICIPATION

Notice to Legislative Authority – Transfer permit from Buttar Brothers Inc. DBA Tajmahal 2 339 Foxfire Dr. Oxford, Ohio 45056 to One T Inc. 10 W. Park Pl. 1st Floor Oxford, Ohio 45056.

Mr. Bogard moved to accept the notice without comment. Mr. Snyder seconded. The motion passed 6-0-0.

Notice to Legislative Authority – New permit for Moon Cooperative Services Inc. DBA Moon Market 512-16 S. Locust Street Oxford, Ohio 45056.

Mr. McKeehan moved to accept the notice without comment. Mr. Snyder seconded. The motion passed 6-0-0.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

MINUTES

Minutes of the October 16, 2012 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes of the November 18, 2012 City Council Budget Work Session. (Mary Ann Eaton, Clerk of Council)

REPORTS

Report regarding the October 9, 2012 Planning Commission Meeting. (Jung-Han Chen, Community Development Director)

RESOLUTIONS

RESOLUTION

ADVANCED PROPERTY TAX

A Resolution No. 4704 authorizing the City Manager to request advanced payment of property taxes to the City in 2013 from Butler County. (Joe Newlin, Finance Director)

RESOLUTION

APPRAISAL REVIEW

A Resolution No. 4705 accepting the bid and authorizing the City Manager to enter into a contract with O.R. Colan Associates for the U.S. Route 27 South appraisal review at a cost of \$54,150.00 plus a contingency amount of ten percent (10%) of the contract price or \$5,415.00 for a total cost not to exceed \$59,565.00 (Mike Dreisbach, Service Director)

Mr. Snyder moved to approve the consent agenda. Mr. Harman seconded. The motion passed 6-0-0.

RESOLUTIONS

RESOLUTION

EXTEND ADDENDUM

TO LICENSE AGREEMENT

A Resolution No. 4706 authorizing the City Manager to extend the addendum to the License Agreement between the City of Oxford and the Oxford Community Foundation for a period of two (2) years. (Doug Elliott, City Manager)

Mr. Elliott advised in 2009 Council adopted a Resolution granting the Oxford Community Foundation a License to improve a portion of a dedicated alley immediately south of 338 N. Locust Street to provide accessible off street parking. Mr. Elliott noted a provision of the agreement required the residence at 338 N. Locust Street to be owner occupied. Mr. Elliott advised in September of 2010 Council adopted another Resolution which was an addendum to waive the owner occupied provision for a period of two years which is due to expire. Mr. Elliott noted Council had a Resolution before them tonight to extend the addendum for an addition period of two years and staff recommended that Council adopt the Resolution. Mr. Elliott advised Mr. Robinson and Ms. Hollins from the Oxford Community Foundation were in attendance to address any questions.

Mr. Jim Robinson, noted the foundation appreciated that Council passed the original Resolution in 2009. Mr. Robinson advised at the foundation's expense, the driveway was installed pursuant to the terms of the Resolution.

Mr. Robinson advised shortly after the foundation purchased the property and after significant improvements were made to it largely by a number of groups with volunteer labor and contributed materials, the housing market in Oxford like many other places went sour. Mr. Robinson noted the foundation felt it was in their best interest to rent the property until the housing market improved. Mr. Robinson advised the house was currently rented by a mother of two teenage children and it was the foundation's intention to actively seek to sell the home to a single family for owner occupied purposes. Mr. Robinson noted the foundation would appreciate Council's consideration to extend the addendum to the License Agreement so the tenant and hopefully someday the owner would be able to use the property as it was intended and set forth in the Resolution.

Mr. Snyder advised he felt what Council intended several years ago was happening and Council should approve the proposed Resolution.

Mr. McKeehan moved to adopt Resolution No. 4706. Mr. Blackburn seconded. The motion passed 6-0-0.

RESOLUTION
NEW AGREEMENT WITH
MILFORD TOWNSHIP

A Resolution No. 4707 authorizing the City Manager to enter into a new agreement with Milford Township, Butler County, Ohio, and authorizing the City of Oxford to provide Emergency Medical Services to the western portion of Milford Township pursuant to the agreement. (Doug Elliott, City Manager)

Mr. Elliott advised the present contract between the City of Oxford and Milford Township to provide emergency medical services to the western portion of Milford Township would expire on December 31, 2012. Mr. Elliott noted the City received a proposal from the Milford Township Trustees to increase their price by \$2,000.00 and he was recommending that Council accept the proposal for one year with the intention to begin negotiations earlier for 2014.

Mr. McKeehan noted he felt this would keep the City moving forward towards receiving a more equitable return for the City's services.

Mr. Snyder inquired how the value of the agreement was determined. Mr. Elliott advised he looked at the total number of EMS calls and if 10% of them were for Milford Township the City expected to be paid 10% of the costs minus money received from EMS billing and minus calls to Woodland Manor as those were typically paid through Medicare. Mr. Elliott noted he determined Milford Township's share of the cost to be approximately \$31,000.00 and that was why he was not willing to sign a multiple year agreement. Mr. Elliott advised the City needed to begin negotiations earlier next year to bring Milford Township's contribution to a more equitable level.

Mr. Snyder noted over the past year there had been articles in the local media about the subsidization of townships by other political entities and he had a personal concern with that type of practice continuing.

Mr. Snyder referred to the major improvements made to the intersections of SR 73 and SR 177 and SR 73 and SR 127 and noted the township placed zero dollars towards the projects. Mr. Snyder advised the funds were all from the Federal Government and were lobbied for by the City of Oxford and Miami University. Mr. Snyder noted he felt in the future Council address where the subsidies came from, which taxpayers were benefiting, and which taxpayers were paying.

Mayor Keebler noted he did not disagree with Mr. Snyder's comments. Mayor Keebler advised he and the City Manager did disagree somewhat upon what the true value of the agreement with Milford Township was. Mayor Keebler noted in Oxford Township the City provided Fire and EMS protection at a far greater expense than if the City were providing EMS only. Mayor Keebler advised fire protection required the use of more personnel and equipment per run and more expensive equipment. Mayor Keebler noted he felt the real cost for providing Emergency Medical Services to Milford Township was somewhere between the \$10,200 proposal by the township and the \$31,000 figure suggested by Mr. Elliott. Mayor Keebler advised the contract amount should be looked at again as the City moved to get toward what should be a full measure.

Mr. Snyder noted he was sure the negotiations were done in good faith but this was a philosophical concern of his.

Mr. Bogard advised the City had invested \$8,000,000 in the two intersections and he only received one email from one trustee. Mr. Bogard noted he was referring to the entire northwest Butler County region and the City was doing its best to improve it with the dollars the City had received. Mr. Bogard noted this took away from safety dollars but improved access to Oxford.

Mr. Harman advised for many years Milford Township only paid \$400.00 per year for EMS and at one time offered to increase the annual amount and the City apparently declined to accept an increase under a different administration. Mr. Harman noted townships did not have the same ability to generate revenue as the City did and he felt the proposed contract was the best the City could expect from Milford Township. Mr. Harman noted he felt the proposal was done in good faith and Council should accept it.

Mr. Bogard moved to adopt Resolution No. 4707. Mr. Harman seconded. The motion passed 5-1-0 with Mr. Snyder voting nay.

RESOLUTION
EMPLOYEE HANDBOOK
REVISIONS

A Resolution No. 4708 approving revisions to the Employee Handbook. (Donna Heck, Human Resources Director)

Ms. Heck advised the Employee Handbook was revised every couple of years and it was last revised three years ago. Ms. Heck noted a committee was formed including Department Heads and employees from various departments who reviewed the handbook and updated it according to new legal requirements, added items for clarification, and added policies or procedures that the City had implemented since the last revision. Ms. Heck advised she would be happy to address any questions.

Mayor Keebler noted concern with the vacation conversion process and noted if everyone converted vacation time it would increase personnel costs by 4%. Mayor Keebler advised the proposed language might be clearer and it contained some limitations that weren't there before but it also removed the ability to limit vacation conversion based on budget constraints which was previously in the handbook.

Ms. Heck advised this was a requirement of the Ohio Public Employees Retirement System and it was their language word for word. Ms. Heck noted prior to Mr. Elliott being the City Manager, employees could cash in up to 200 hours per year and now it was limited to 80 hours per year.

Mr. Elliott advised some of the City's police contracts allowed employees to cash out vacation time and his goal was to keep benefits level for all employees. Mr. Elliott noted employees had to have a balance of 40 hours after cashing out 80 hours.

Mr. Bogard referred to page 17 of the Draft City of Oxford Handbook regarding Personal Leave and noted after January 2013 future personal hour accruals would not be added to the banked personal hours and Ms. Heck advised yes, and noted the banked hours as of the end of the year would remain the same unless employees used some of those hours.

Mr. Harman inquired if a benefit of reducing the amount of hours that could be converted was that employees would take more time off and Ms. Heck advised yes. Mr. Harman noted it seemed like a small number of employees converted their hours and inquired if it was more to do with a financial situation. Ms. Heck advised it was about 50/50 noting many times it was due to an emergency situation.

Mr. Bogard referred to page 29 of the Draft City of Oxford Employee Handbook regarding Tuition Reimbursement and inquired why a person receiving a grade of "A" received 100% of the amount budgeted and a person receiving a grade of "B" only received 50% of the amount budgeted. Ms. Heck advised this was done to match the Police Contract.

Mr. Blackburn advised he felt it was good that Council reviewed the handbook every 3 years noting, prior to 2009, it had been 6 years since revisions were made and the handbook was probably antiquated.

Mr. Snyder moved to adopt Resolution No. 4708. Mr. Blackburn seconded. The motion passed 6-0-0.

RESOLUTION
AMENDING RESOLUTION NO. 3142

A Resolution No. 4709 amending Resolution No. 3142 by removing trees of the genus *Pyrus Calleryana* (Callery Pear) from the approved tree list and reclassifying these trees as "Trees Not Allowed" in the Urban Tree Management Plan. (Mike Dreisbach, Service Director)

Mr. Dreisbach advised the Environmental Commission as tree authority for the City made this recommendation. Mr. Dreisbach noted the Callery Pear was a pretty tree but it had a weak limb structure and was very susceptible to wind and storm damage.

Mr. Dreisbach advised the Environmental Commission recommended this tree not be allowed to be planted in the tree lawn which was the area between the curb and sidewalk.

Mayor Keebler reiterated that this only affected the right-of-way area between the curb and sidewalk and not what people could plant in their yards.

Mr. Harman moved to adopt Resolution No. 4709. Mr. Bogard seconded. The motion passed 6-0-0.

ORDINANCES **FIRST READING**

ORDINANCE **NEW SECTION 935.05**

An Ordinance Repealing Oxford Codified Ordinance Section 935.05 Entitled Street Tree Species To Be Planted, And Adopting New Oxford Codified Ordinance Section 935.05 Entitled Street Tree Species To Be Planted. (Mike Dreisbach, Service Director)

Mr. Dreisbach advised the City did not currently have a standard minimum size for trees to be planted in new subdivisions, developments or replacement trees in the public right-of-way. Mr. Dreisbach noted staff recommended the 2" minimum as being affordable but being of size and subsistence that would not be subject to vandalism and weather conditions. Mr. Dreisbach advised staff tried to strike a balance between functionality and affordability and a 2" tree was very common in nurseries and easily handled for planting.

Mr. Blackburn reiterated that this would only affect trees in the public right-of-way.

ORDINANCE **2013 APPROPRIATION**

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, 2013. (Joe Newlin, Finance Director)

Mr. Elliott advised the 2013 appropriation ordinance was before Council for first reading. Mr. Elliott noted the proposed budget was nearly identical to the 2012 budget with a slight increase of less than .1% in the General Fund operating expenditures. Mr. Elliott noted the security of persons and property (police and street lighting) which comprised 53% of the General Fund expenditures was decreased by approximately \$36,840.00 and General Fund revenues were estimated to increase by \$27,553.00. Mr. Elliott noted this was a lean status quo budget and the City would provide the same services as it did now and no positions were eliminated. Mr. Elliott thanked the Department Heads for their efforts in bringing the budget forward and noted staff recommended the proposed budget for Council's consideration.

Mr. Bogard noted the proposed budget was discussed at length at the Work Session and it was a fiscally sound budget.

Mayor Keebler advised the proposed budget included a 2% increase for full-time employees, a .1% increase in General Fund operating expenditures, and a net increase of \$100.00 in the General Fund. Mayor Keebler noted there was a reasonable amount budgeted for capital spending which was primarily in control of infrastructure and other utilities.

ORDINANCE
BUDGETED TRANSFERS

An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2013. (Joe Newlin, Finance Director)

Mr. Newlin provided an overview of his staff report as presented on pages 68-70 of the agenda which detailed when the transfers would actually occur. Mr. Newlin also provided the reasons behind the transfer schedule.

Mayor Keebler noted the transfers were accounting procedures to support 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, 2013. (Joe Newlin, Finance Director)

Mr. Newlin discussed the three advances as presented in his staff report on page 73 of the agenda.

Mayor Keebler again noted the advances were accounting procedures to support the proposed budget.

ORDINANCE
2013 FEES

An Ordinance Adopting Fees And Charges For Fiscal Year 2013. (Joe Newlin, Finance Director)

Mr. Newlin advised Department Heads were responsible for the various fees charged in the Fee Ordinance and their suggestions were incorporated in the proposed Ordinance. Mr. Newlin noted particular questions could be addressed by the Department Head in question. Mr. Newlin advised the Finance Department oversaw the utility collections and a few adjustments were made as shown on page 85 of the agenda.

Mayor Keebler inquired if the refuse increases were in keeping with the contract with Rumpke. Mr. Newlin advised that Mr. Dreisbach negotiated a 2% increase rather than a 2 ½% increase.

Mr. Elliott referred to page 79 of the agenda and noted the fee for the Planning Commission's Conditional Use permits should remain \$400.00 not \$100.00 as shown.

Mr. Snyder moved to return the Planning Commission's fee for Condition Use permits to \$400.00. Mr. Harman seconded. The motion passed 6-0-0.

Mr. Harman referred to page 84 of the agenda and advised the account initiation fee of \$50.00 was enacted 6 years ago based on what it cost the City to initiate a new account. Mr. Harman noted it was very doubtful that was still a good number. Mr. Harman advised the City did not charge a deposit and most jurisdictions did. Mr. Newlin advised he planned to bring forth legislation at the beginning of the year that dealt with deposits. Mr. Newlin noted deposits were not as clear cut as one might think. Mr. Newlin advised he wanted everyone to receive input on the matter and make sure it was done in a fair and equitable manner and that it didn't interfere in the adoption of the Fee Ordinance.

Mr. Bogard inquired if the fee structure could be modified throughout the year and Mr. McHugh advised yes. Mr. Harman inquired if the legislation to modify the fee structure could be brought forward by January 1st and Mr. Newlin indicated it would be closer to the end of January.

Mr. Elliott advised the contract with Rumpke actually called for a 5% increase in 2013 and thanked Mr. Dreisbach for obtaining the savings for the ratepayers.

ORDINANCE **SALARIES & BENEFITS**

An Ordinance Establishing Salaries And Certain Benefits For Salaries And Hourly Full-Time And Part-Time Employees Within The Service Of The City Of Oxford, Ohio, Paid From January 1, 2013 Through December 31, 2013. (Donna Heck, Human Resources Director)

Ms. Heck advised the annual Salary Ordinance was before Council which included all of the positions within the City and the number of employees in those full-time, part-time and seasonal positions. Ms. Heck noted the Ordinance also detailed employee benefits. Ms. Heck advised duplicate information within the Employee Handbook and the Salary Ordinance were eliminated. Ms. Heck noted she would be happy to address any questions.

Mayor Keebler referred to page 109 of the agenda regarding Pay Bands and requested that the hourly rates be rounded to the nearest penny. Mayor Keebler inquired why an hourly rate was shown for salaried positions. Mr. Elliott advised a substitute Ordinance would be provided for the second reading of the Salary Ordinance.

ORDINANCES **SECOND READING**

None.

ANNOUNCEMENTS

Mr. Elliott advised a Resolution was adopted by City Council in 2009 which authorized the City Manager to establish and implement a Deer Management Program, to create rules and regulations for obtaining a deer hunting permit, and to issue written permits to those individuals who met the necessary qualifications. Mr. Elliott noted the recently annexed Miami Heritage Tech Park (MHTP) was a 74 acre parcel and was still being used for agricultural purposes. Mr. Elliott advised the property owner approached the City about expanding the Deer Management Program onto their property.

Mr. Elliott noted since this was a large parcel he decided to issue a written permit to the property owner to allow the hunting of deer with bow and arrow on the private property. Mr. Elliott noted with this permit, the property owner would determine who could hunt on their property and those hunters would be exempted from background checks and proficiency tests while hunting on the MHTP property only. Mr. Elliott advised those hunters must follow Ohio hunting regulations including hunting permits, hours, tagging, and nuisance regulations. Mr. Elliott noted they would not be required to donate deer to the Community Meal Center in Hamilton but would be encouraged to consider it. Mr. Elliott advised he requested the property owner to report the number of deer taken on their property so it could be included in the number of deer harvested in the annual report to City Council.

Mr. Elliott advised Council instituted a new application process for agency funding requests and a special committee of Council reviewed those applications and made a recommendation to the full Council. Mr. Elliott noted the recommendation was incorporated in the 2013 appropriation Ordinance which included funding for 6 of the 7 agencies that applied at the 2012 level of funding unless they asked for less. Mr. Elliott advised he contacted each agency to let them know what was recommended for Council's consideration.

Mr. Elliott advised a bill was introduced into the House regarding Municipal Income Tax Reform which would be a rewrite of the enabling legislation currently in place. Mr. Elliott noted it was a 129 page bill dealing with uniformity which he was reviewing. Mr. Elliott advised he hoped to receive an analysis of the bill from the Regional Income Tax Agency and the Ohio Municipal League.

Mr. Elliott discussed the possible annexation of 14.5 acres at US 27 North and Todd Road. Mr. Elliott noted the City would request the inclusion of the Koenig Equipment and the Gillman parcels. Mr. Elliott advised both of those property owners signed annexation agreements with the City stating they agreed to annex upon request by the City.

Mr. Kyger advised the new Hampton Inn was scheduled to open next week which would add 72 beds to the community, additional bed tax and it would provide room for more people to stay in Oxford. Mayor Keebler noted he toured the hotel last week and it was a beautiful facility which he expected people to be very pleased with.

Ms. Eaton referred to page 4 of the agenda and noted the November 13, 2012 regular Planning Commission was cancelled and a Work Session would take place at 6:00 p.m.

Ms. Eaton wished Mr. Bogard a happy birthday.

Mayor Keebler addressed Council and the public as follows: 'Many of you here tonight and people in the community know that I recently experienced a somewhat serious illness and spent a week in the hospital missing several meetings and programs I was to attend. I am happy to report while still not 100% thanks to some good physicians and great staffs at McCullough Hyde and Fort Hamilton hospitals I am on the mend and feeling better daily and hope that continues.

During my hospital stay and since I am humbled by the number of friends, colleagues, City employees, longtime fire service comrades and other community members who expressed concern for me during this time with cards, flowers, emails, phone calls, visits and offers of help for Ruth and I, whatever we needed and people continue to stop me today, wherever I go and ask how things are going and offer encouragement. Oxford is certainly not the same little town that Ruth and I grew up in but it still maintains its small town warmth that makes us realize what a great community we have here and what a great place it is to live and serve. I am glad to be here and offer my sincere thanks to everyone.'

Mr. Bogard wished Ms. Rousmaniere a belated happy birthday and noted her birthday was yesterday.

Mr. Bogard advised Ms. Brahier asked him to announce that the City's Veterans Day Celebration would take place on Sunday, November 11, 2012 at noon in the Martin Luther King Jr. Park uptown. Mr. Bogard encouraged everyone to take part in the celebration.

Mr. Bogard noted Ms. Rousmaniere asked him to announce that the Oxford Empty Bowls event would take place on Saturday, November 10, 2012 at the Oxford United Methodist Church from 11:00 a.m. until 2:00 p.m. Mr. Bogard explained the program and encouraged everyone to participate in the event noting all proceeds would go to the Oxford Choice Community Pantry.

Mr. McKeehan advised it took him to trips to the polls to vote due to the great turn-out on Election Day. Mr. McKeehan advised he was proud of everyone for voting.

Mr. McKeehan noted the City Manager discussed agency funding and that the City was maintaining the same level of funding as in 2012. Mr. McKeehan encouraged everyone to participate in various events of all of the non-profits noting there was a multitude of fundraisers throughout the year.

Mr. Harman and Mr. Blackburn noted they were glad to see Mayor Keebler back on the dais.

Mayor Keebler noted Ms. Rousmaniere was not in attendance because she was working the polls.

Mayor Keebler advised Council would hold an Executive Session on December 4, 2012 to discuss the one year Council appointments to boards and commissions.

ADJOURN

Mr. Bogard moved to adjourn at 8:31 p.m. Mr. Snyder seconded. The motion passed 6-0-0.