City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Agenda

Oxford City Council

Court House

TUESDAY, DECEMBER 4, 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

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MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items <u>not</u> 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 <u>five</u> minutes or less.

REGULAR MEETING
7:30 P.M.

PLEDGE OF ALLEGIANCE

2. <u>Approval of Agenda.</u>

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

3. Public Participation.

A. Presentation - Miami University - New Academic Calendar. (Ted Pickerill, Michael Kabbaz and Dave Sauter)

B. Council One Year Appointments to Boards and Commissions.

C. Public Comments.

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

4. Consent Agenda.

A. Minutes of the November 20, 2012 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes

B. A Resolution authorizing the City Manager to close Lot 52 on Saturdays, from 5:00 a.m. to 12:30 p.m., from May 4, 2013 through November 23, 2013 to permit the operation of the Farmer's Market within Lot 52 during said time. (Mary Ann Eaton, Clerk of Council)

Staff Report/Resolution

C. A Resolution authorizing the City Manager to close Lot 52 on Saturday, January 19, 2013, Saturday, February 16, 2013, Saturday, March 16, 2013, Saturday, April 20, 2013 and Saturday, December 21, 2013 from 5:00 a.m. to 12:30 p.m., to permit the operation of the Winter Farmer's Market within Lot 52 during said time. (Mary Ann Eaton, Clerk of Council)

Staff Report/Resolution

D. A Resolution accepting the bid submitted by Layne Heavy Civil, Inc. and authorizing the City Manager to enter into a contract with Layne Heavy Civil, Inc. for the removal and replacement of filter media and filter air scouring equipment at the City's Water Treatment Plant at a cost of $123,321.00 plus a contingency amount of ten percent (10%) of the contract price or $12,332.00 for a total cost not to exceed $135,653.00. (Mike Dreisbach, Service Director)

Staff Report/Resolution

E. A Resolution accepting the bid submitted by Danis Industrial Construction Co. and authorizing the City Manager to enter into a contract with Danis Industrial Construction Co. for the removal and rehabilitation of bar screens at the City's Wastewater Treatment Plant at a cost of $ 174,894.00 plus a contingency amount of ten percent (10%) of the contract price or $17,489.00 for a total cost not to exceed $192,383.00. (Mike Dreisbach, Service Director)

Staff Report/Resolution

5. Resolutions.

   1. A Resolution of Council authorizing the City Manager to accept the Great Escape Theatres donation of the Princess Theatre and equipment to the City of Oxford. (Doug Elliott, City Manager)

      Staff Report/Resolution

   2. A Resolution approving and authorizing an agreement, a copy of which is attached hereto as Exhibit "A", between the City of Oxford and the University of Cincinnati Physicians Company, LLC for EMS Medical Direction and continuing education and authorizing the City Manager to execute the same. (John Detherage, Fire Chief)

      Staff Report/Resolution

   3. A Resolution authorizing the City Manager to enter into a contract with the Sheriff of Butler County, Ohio, to provide for mutual assistance and interchange, and use of police personnel and equipment to provide enhanced law enforcement Special Weapons and Tactics (S.W.A.T.) capabilities. (Bob Holzworth, Police Chief)

      Staff Report/Resolution

   4. A Resolution authorizing the City Manager to enter into an amended contract with National Inspection Corporation for their services as Chief Building Official/Plans Examiner, Inspection and Property Maintenance Compliance Inspection Services for the City of Oxford. (Jung-Han Chen, Community Development Director)

      Staff Report/Resolution

   5. A Resolution of City Council acknowledging receipt of the Planning Commission's recommendation related to the Corridor Safety Improvements' Concept Plan for Bicyclists and Pedestrians and related planning documents. (Jung-Han Chen, Community Development Director)

      Staff Report/Resolution

6. Ordinances.

   A. First Reading.

      1. An Ordinance Repealing Traffic Code Section 353.05 Of The Codified Ordinances Of The City Of Oxford, Ohio, Entitled "Payment; Amounts And Time Limitations" and Adopting New Traffic Code Section 353.05 Of The Codified Ordinances Of The City Of Oxford, Ohio, Entitled Payment; Amounts And Time Limitations. (Bob Holzworth, Police Chief)

         Staff Report/Ordinance

   B. Second 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

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

WED - Dec 5 Historic and Architectural Preservation Commission Cancelled

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. Cancelled

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. Cancelled

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

8. Adjourn.

A Regular meeting of the Oxford City Council was called to order by Mayor Richard Keebler on Tuesday, November 20, 2012 at 7:00 p.m. Those members present were Ken Bogard, Bob Blackburn, John Harman, Kevin McKeehan and Kate Rousmaniere. Steve Snyder 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; Ms. Gail Brahier, Parks and Recreation Director; Mr. Alan Kyger, Economic Development Director; Mr. Steve McHugh, Law Director, and Ms. Mary Ann Eaton, Clerk of Council.

ADJOURN TO EXECUTIVE SESSION

Mr. Blackburn moved to adjourn to Executive Session immediately in accordance with Ohio Revised Code Section 121.22(G)(2) for the purpose of discussing property acquisition. Mr. Harman seconded. The motion passed by the following roll call:

AYE: Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Blackburn, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ADJOURN FROM EXECUTIVE SESSION

Mr. McKeehan moved to adjourn from Executive Session at 7:30 p.m. Mr. Blackburn seconded. The motion passed 6-0-0.

PLEDGE OF ALLEGIANCE

Mayor Keebler requested the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION

INTRODUCTION
DIRECTOR – OXFORD VISITORS BUREAU

Councilor Blackburn advised the Oxford Visitors and Convention Bureau dropped the "Convention" part of their name since there was not a convention center in Oxford and streamlined the operation by reducing the Board of Directors from 12 to 9 members and made it a working board. Councilor Blackburn noted the OVB was planning co-sponsorships with the Oxford Chamber of Commerce and with the Butler County Visitors Bureau.

Councilor Blackburn advised the Board of Directors hired a new Administrative Assistant and it was his pleasure to introduce the new Director, Ms. Jessica Greene. Councilor Blackburn noted Ms. Greene was from the area, a business owner in Oxford; she was married and a mother of two and had 13 years of experience working for Big Brothers/Big Sisters in Hamilton, Ohio. Councilor Blackburn advised Ms. Greene was vested in the community and had the enthusiasm to do the job.

Ms. Jessica Greene, Director, Oxford Visitors Bureau, thanked Council for inviting her to the meeting this evening and noted she was very excited about her new position. Ms. Greene advised the interview process was wonderful, she learned a lot, and felt the position of Director was a good fit. Ms. Greene noted she came with 13 years of non-profit experience including a lot of strategic planning experience and budgeting experience. Ms. Greene advised she enjoyed being a business owner in Oxford, she grew up in Oxford and attended Talawanda Schools and Miami University, and her children were in the Talawanda School District. Ms. Greene noted she looked forward to professionally giving back to the City.

Mayor Keebler thanked Ms. Greene for her comments and wished her good luck in her new career.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

MINUTES

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

REPORTS

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

Report regarding the November 7, 2012 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

RESOLUTIONS

RESOLUTION
WAIVE PARKING METER FEES

A Resolution No. 4710 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)

RESOLUTION
AGREEMENT WITH
T-2 SYSTEMS, INC.

A Resolution No. 4711 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)

Mr. Bogard moved to approve the consent agenda. Ms. Rousmaniere seconded. The motion passed 6-0-0.

RESOLUTIONS

RESOLUTION
CONTRACT WITH
ADLETA CONSTRUCTION, INC.

A Resolution No. 4712 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)

Mr. Dreisbach advised the reconstruction of High Street was recently completed from College Avenue to Poplar Street with good success. Mr. Dreisbach congratulated the Engineering Division for obtaining additional grant money from the Ohio Public Works Commission which allowed the City to reconstruct College Avenue from Spring Street to High Street. Mr. Dreisbach noted specifications for the project were prepared and the project was put out for bid with 8 bids being received. Mr. Dreisbach advised Adleta Construction, Inc. was the lowest bidder and they performed the reconstruction of the first block of High Street several years ago. Mr. Dreisbach noted in addition, at Spring Break for Miami, the City would install a new sanitary line in the roadway and right after graduation the reconstruction of the street would begin. Mr. Dreisbach advised $395,000.00 for the project would come from the Ohio Public Works Commission and the local budget was $105,000.00.

Mr. Bogard inquired how much the sanitary sewer project would cost. Mr. Dreisbach advised approximately $250,000.00 was budgeted for the project in the 2013 CIP but he believed the work could be done in house at a substantial savings.

Ms. Rousmaniere inquired if College Avenue would be closed from Spring Break until the reconstruction work was complete. Mr. Dreisbach advised the roadway would be reopened after the sanitary was installed until the reconstruction work began after graduation.

Mr. Bogard moved to adopt Resolution No. 4712. Mr. Blackburn seconded. The motion passed 6-0-0.

ORDINANCES
FIRST READING

SUPPLEMENTAL BUDGET

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

Mr. Newlin discussed the items incorporated in the proposed Supplemental Budget as outlined in his staff report on pages 47-49 of the agenda.

Ms. Rousmaniere referred to page 47 of the agenda and inquired if this was the last of the Estate Tax the City would receive. Mr. Newlin advised the City could still receive funds in 2013 from estates that did not settle through the auditor's office in 2012.

Mr. Harman inquired if bed tax from the new Hampton Hotel was included in the projections for next year and Mr. Newlin advised no.

ORDINANCES
SECOND READING

ORDINANCE
NEW SECTION 935.05

An Ordinance No. 3189 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 he had nothing further to add since the first reading of the proposed Ordinance.

There were no comments from the public or from Council.

Mr. McKeehan moved to adopt Ordinance No. 3189. Mr. Blackburn seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Blackburn, Mr. Bogard, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
2013 APPROPRIATION

An Ordinance No. 3190 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. Newlin advised there were no changes to the proposed Ordinance since the first reading.

There were no comments from the public or from Council

Mr. Harman moved to adopt Ordinance No. 3190. Mr. McKeehan seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. McKeehan, Ms. Rousmaniere, Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
BUDGETED TRANSFERS

An Ordinance No. 3191 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 advised he had nothing further to add since the first reading of the proposed Ordinance

There were no comments from the public or from Council.

Mr. Blackburn moved to adopt Ordinance No. 3191. Mr. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Rousmaniere, Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. McKeehan, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
BUDGETED ADVANCES

An Ordinance No. 3192 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 advised he had nothing further to add since the first reading of the proposed Ordinance.

There were no comments from the public or from Council.

Mr. Bogard moved to adopt Ordinance No. 3192. Mr. Blackburn seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Blackburn, Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
2013 FEES

An Ordinance No. 3193 Adopting Fees And Charges For Fiscal Year 2013. (Joe Newlin, Finance Director)

Mr. Newlin referred to page 72 of the agenda and noted the fee for a conditional use permit was inadvertently changed for the first reading and was reverted back to $400.00 for the second reading. Mayor Keebler noted Council amended that fee during the first reading. Mr. Newlin referred to page 84 of the agenda and noted the fee for non-sufficient funds checks was changed to read 'at cost to the City' because the bank fee could change during the year.

Mr. Blackburn moved to change the fee for non-sufficient funds checks to read 'at cost to the City'. Mr. Harman seconded. The motion passed 6-0-0.

There were no further comments from the public or from Council.

Mr. Blackburn moved to adopt Ordinance No. 3193. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Bogard, Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Blackburn, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
SALARIES & BENEFITS

An Ordinance No. 3194 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)

Mayor Keebler referred to page 102 of the agenda and advised at the last meeting Council requested that all hourly wages be rounded to the nearest penny.

Mr. McKeehan moved to substitute Ordinance number 6 as published in today's agenda rounding all hourly wages to the nearest penny. Mr. Blackburn seconded. The motion passed 6-0-0.

Mr. Newlin advised the wages were historically shown to the 1000th of a penny due to the way the auditors tested the City's books. Mr. Newlin noted adding the language 'an increase of 2% rounded up to the nearest penny' would eliminate the need to show more than 2 decimal points.

Ms. Rousmaniere noted she worked the polls during the last Council Meeting and requested an overview of the salaries and benefits for Oxford employees.

Mr. Elliott noted the major change was a 2% pay increase for full-time and some part-time positions to be in keeping with the increase for employees within a bargaining unit. Mr. Elliott advised some changes were also implemented that dealt with personal time and comp time balances as the City was carrying some large liabilities.

Mr. McKeehan moved to adopt the substituted Ordinance No. 3194 as published in today's agenda. Mr. Harman seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Harman, Mr. McKeehan, Ms. Rousmaniere, Mr. Blackburn, Mr. Bogard, Mr. Keebler (6)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS

Mr. Elliott advised the Lane Library Board of Trustees held a public input meeting on November 12, 2012 and the purpose of the meeting was to present two sites for a new Lane Library. Mr. Elliott noted the two sites presented were the City owned Western Knolls property and the former Wal-Mart site. Mr. Elliott advised that evening the group chose the former Wal-Mart site as the preferred site. Mr. Elliott noted a preliminary mixed-use plan had been approved by the City for that site which included apartments and commercial space and the library could occupy a 25,000 to 26,000 square foot building. Mr. Elliott advised the Lane Library Board of Trustees would consider this matter at their December meeting and if they decided to move forward the project could go before the Planning Commission after the first of the year.

Mr. Elliott referred to House Bill 601 which dealt with Municipal Income Tax Reform and noted the goal was to hold hearings on HB601 prior to the session ending in December. Mr. Elliott advised the City received an analysis of the bill from the Regional Income Tax Agency (RITA) who administered the City's income tax collection. Mr. Elliott noted RITA would also provide a financial impact statement on several items included in the Municipal Income Tax Reform bill and once that was received the City would have a better indication of the impact of the bill on the City of Oxford. Mr. Elliott advised he would report any additional information to Council.

Chief Holzworth advised collaborative groups were meeting next week to discuss the status of the ongoing collaboration between the Oxford and Miami University Police Departments. Chief Holzworth noted the town was emptying out for the Thanksgiving break and police patrols were ramping up with the assistance of MUPD. Chief Holzworth advised the departments were working closely with a local realtor and would check on over 100 properties on a regular basis during the break. Chief Holzworth noted he hoped for a calm break and he would report back to Council in two weeks.

Mr. Chen referred to the meeting schedule on page 4 of the agenda and noted the December 5, 2012 HAPC meeting was cancelled and the December 19, 2012 BZA meeting was cancelled.

Ms. Brahier thanked Miami University for their Make a Difference Day projects and noted 8-10 students helped with projects in the parks which was very much appreciated.

Ms. Brahier advised the Holiday Festival would take place on November 30th in the Uptown Parks. Ms. Brahier noted the Mayor would 'Light Up Oxford", Santa would arrive by fire truck and there would be free carriage rides. Ms. Brahier advised the festivities would continue on Saturday at the Oxford Community Arts Center and encouraged everyone to attend the community event.

Ms. Brahier wished everyone a nice Thanksgiving holiday.

Mr. Kyger advised the Hampton Inn opened last week so there would be more hotel rooms and more people staying in Oxford and shopping in Oxford. Mr. Kyger noted Orange Leaf also opened last week. Mr. Kyger advised Paisley (former Ball of Oxford) would open at the former Charisma location Uptown after the first of the year. Mr. Kyger noted there had already been discussion as to what might go in the current Ball of Oxford location at Stewart Square. Mr. Kyger referred to the safety cones on the sidewalk outside of the Courthouse and noted they were part of the Way Finding project he discussed at the October 16th meeting.

Mr. McHugh referred to the meeting schedule on page 4 of the agenda and advised the November 28, 2012 Civil Service Commission Meeting was cancelled.

Mayor Keebler noted the meeting cancellations were due to the lack of business not the lack of quorums.

Ms. Rousmaniere noted she sat on the Housing Advisory Board (HAC) as did Councilor McKeehan.

Ms. Rousmaniere advised two student groups presented studies at the HAC meeting last night regarding affordable housing and senior housing. Ms. Rousmaniere noted the HAC had been interested in those two issues for a while and they had a good discussion with the students. Ms. Rousmaniere advised the discussion furthered the HAC's concern with the City's over supply of housing directed towards one certain population and the under supply of housing that was attractive to other populations including low income people who could not afford certain rents and retirees who were interested in retiring in place in Oxford or moving to a house or an apartment that was more accessible for them. Ms. Rousmaniere noted the HAC was very interested in encouraging and developing affordable housing and senior housing in whatever way possible including working with developers and current landlords to develop housing that was attractive to seniors, families and low income people. Ms. Rousmaniere advised the HAC would continue working on the initiatives and she felt a lot of people in the community were interested in those topics as well.

Mr. Harman wished everyone a Happy Thanksgiving.

Mr. Blackburn noted he was on the Senior Citizens Board and expressed his thanks to the Alpha Phi Omega Fraternity who helped with the Holiday Festival at the Senior Center last weekend.

Mr. Blackburn advised Christmas Trees for the Lions' Club Christmas Tree sale would arrive in Oxford on Saturday morning.

Mr. Blackburn wished everyone a Happy Thanksgiving.

Mr. Bogard advised the Random Acts of Simple Kindness Affecting Local Seniors (RASKALS) program operated through the Senior Center also took place last weekend and many Alpha Phi Omega members raked his 90 year old neighbor's entire yard. Mr. Bogard noted his neighbor was very appreciative of the opportunity.

Mr. Bogard wished safe travels for those leaving town for Thanksgiving and a safe return.

Mr. McKeehan wished everyone a Happy Thanksgiving and noted for a post Thanksgiving workout, people could help the Lions Club unload Christmas Trees on Saturday morning.

Mayor Keebler advised a Hazardous Materials Collection program and an Electronic Waste Collection program took place for the first time in Oxford. Mayor Keebler noted 57,000 pounds of hazardous waste was collected and over 5 tons of electronic waste was collected. Mayor Keebler advised it made a big difference to have the programs locally and noted his hope they would become annual events. Mayor Keebler thanked staff for organizing the events.

Mayor Keebler advised the Butler County Engineers Office held snow plow training and 4 City of Oxford drivers placed in the top ten 10 in Butler County in the maneuverability test.

ADJOURN

Mr. Bogard moved to adjourn at 8:11 p.m. Mr. McKeehan seconded. The motion passed 6-0-0.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: December 4, 2012

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

November 21, 2012

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to close Lot 52 for the operation of the 2013 Farmer's Market.

Recommendation: N/A

Discussion:

The attached request is for the use of Lot 52 for the operation of the 2012 Farmer's Market and Winter Farmer's Market.

The same request has been granted by Council for the last 5 years.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DCE	11/30/12

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE LOT 52 ON SATURDAYS, FROM 5:00 A.M. TO 12:30 P.M., FROM MAY 4, 2013 THROUGH NOVEMBER 23, 2013 TO PERMIT THE OPERATION OF THE FARMER'S MARKET WITHIN LOT 52 DURING SAID TIME.

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

SECTION 1: Council has determined that it would be beneficial for the City to permit the Farmer's Market to operate on Lot 52 on Saturdays, between May 4, 2013 through November 23, 2013 and that the closure of Lot 52 between the hours of 5:00 a.m. and 12:30 p.m. is required to permit this operation.

SECTION 2: Council hereby authorizes the City Manager to close Lot 52 on Saturdays from 5:00 A.M. to 12:30 P.M., from May 4, 2013 through November 23, 2013 to permit the operation of the 2013 Farmer's Market within Lot 52 during said time.

SECTION 3: In all other respects the City of Oxford traffic code shall remain in full force and effect.

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

____

MAYOR

ADOPTED:

ATTEST:

____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Rev. 12/06

CITY OF OXFORD

☒ REQUEST FOR PUBLIC PARK PERMIT

☐ REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

Every 3rd Saturday Jan-April, Every Saturday May-November 2013

Date(s) of Event: ___/___/___ through ___/___/___ **From:** 5 a.m./p.m. **To:** 12:30 a.m./p.m.

Today's Date: 11/17/12 ☐ Emergency Utility Repair *(check box, if applicable)*

--- Applicant shall allow a minimum of 5 business days for processing ---

Responsible Adult: (18 years of age or older)* LARRY SLOCUM
Address: 803 MORMAN Rd, HAMILTON, OH 45013
Telephone: 513-505-5238
Cellular:
Fax:
Email: larry@MySchoolFamily.com

** Person in charge - Primary contact*

Organization: Oxford Farmers Market Association
Advisor:
Address: PO 691, Oxford, OH 45056
Telephone: 513-505-5238
Cellular:
Fax:
Email:
Non-Profit: ☑ Yes ☐ No

RECEIVED
NOV 21 2012
City of Oxford

PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) – *Contact 523-6314 to confirm date(s)*
- ☐ Memorial Park (E. Park Place & N. Main Street – has pavilion)
- ☐ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)
- ☑ Other: Lot 52 & surrounding sidewalk. We will only use ½ sidewalk

TITLE OF EVENT (be specific and include projected attendance)

Oxford Farmers Market Uptown

Projected Attendance: 500-900 Has this event been held previously? ☑ Yes ☐ No If "YES", when? STARTED 2004

DESCRIPTION OF EVENT

Place a description of the event, along with additional requests, on the appropriate attachment. If request is **only** for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Larry J Slocum Date: 11/11/12

I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials and/or the Oxford Community Event Coordinating Committee.

M.U. Use Only

The organization listed above is a registered student organization in good standing with Miami University.

Signature: ______________________ Date: ___/___/___

City Use Only

On-Site Contact Person: ______________________ Cell: (___) ___-______

Distribution Checklist: ☐ O.P.D. ☐ O.F.D. ☐ Service Director ☐ Street Department ☐ O.P.R.D. ☐ O.V.C.B. ☐ QuickBase Entry ☐ M.U. Student Activities Office ☐ M.U.P.D.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: December 4, 2012

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

November 21, 2012

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to close Lot 52 for the operation of the 2013 Farmer's Market.

Recommendation: N/A

Discussion:

The attached request is for the use of Lot 52 for the operation of the 2012 Farmer's Market and Winter Farmer's Market.

The same request has been granted by Council for the last 5 years.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DWB	11/30/12

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE LOT 52 ON SATURDAY, JANUARY 19, 2013, SATURDAY, FEBRUARY 16, 2013, SATURDAY, MARCH 16, 2013, SATURDAY APRIL 20, 2013 AND SATURDAY, DECEMBER 21, 2013 FROM 5:00 A.M. TO 12:30 P.M., TO PERMIT THE OPERATION OF THE WINTER FARMER'S MARKET WITHIN LOT 52 DURING SAID TIME.

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

SECTION 1: Council has determined that it would be beneficial for the City to permit the Winter Farmer's Market to operate on lot 52 on Saturday, January 19, 2013, Saturday, February 16, 2013, Saturday, March 16, 2013, Saturday, April 20, 2013 and Saturday, December 21, 2013 and that the closure of Lot 52 between the hours of 5:00 a.m. and 12:30 p.m. is required to permit this operation.

SECTION 2: Council hereby authorizes the City Manager to close Lot 52 on Saturday, January 19, 2013, Saturday, February 16, 2013, Saturday, March 16, 2013, Saturday, April 20, 2013 and Saturday, December 21, 2013, from 5:00 a.m. to 12:30 p.m., to permit the operation of the 2012 Winter Farmer's Market within Lot 52 during said time.

SECTION 3: In all other respects the City of Oxford traffic code shall remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Rev. 12/06

CITY OF OXFORD
HOME OF MIAMI UNIVERSITY

☒ REQUEST FOR PUBLIC PARK PERMIT

☐ REQUEST FOR PUBLIC RIGHT-OF-WAY PERMIT

Every 3rd Saturday Jan-April, Every Saturday May-November 2013

Date(s) of Event: ___/___/___ through ___/___/___ From: 5 (a.m.)/p.m. To: 12:30 a.m./(p.m.)

Today's Date: 11/11/12 ☐ Emergency Utility Repair *(check box, if applicable)*

--- Applicant shall allow a minimum of 5 business days for processing ---

Responsible Adult: (18 years of age or older)* Larry Slocum
Address: 803 Morman Rd
Hamilton, OH 45013
Telephone: 513-505-5238
Cellular:
Fax:
Email: larry@MySchoolFamily.com

* *Person in charge - Primary contact*

Organization: Oxford Farmers Market Association
Advisor:
Address: PO 691
Oxford, OH 45056
Telephone: 513-505-5238
Cellular:
Fax:
Email:
Non-Profit: ☒ Yes ☐ No

RECEIVED
NOV 21 2012
City of Oxford

PARK REQUESTED

- ☐ Merry Day Park (adjacent to the Miami Mobile Home Park, Reagh Way Drive)
- ☐ Leonard Howell Park (Bonham Road)
- ☐ Oxford Community Park (Fairfield Road) – *Contact 523-6314 to confirm date(s)*
- ☐ Memorial Park (E. Park Place & N. Main Street – has pavilion)
- ☐ Martin Luther King Jr. Park (W. Park Place & N. Main Street – animal sculptures & fountain)
- ☒ Other: Lot 52 & surrounding sidewalk. We will only use ½ sidewalk

TITLE OF EVENT (be specific and include projected attendance)

Oxford Farmers Market Uptown

Projected Attendance: 500-900 Has this event been held previously? ☒ Yes ☐ No If "YES", when? STARTED 2004

DESCRIPTION OF EVENT

Place a description of the event, along with additional requests, on the appropriate attachment. If request is only for use of a right-of-way, use the attachment labeled City of Oxford / Right-of-Way Request Details.

Applicant's Signature: Larry J Slocum Date: 11/11/12

I have read and understand the rules, guidelines and conditions. Furthermore, I understand that acceptance of them is a condition of approval; and, if approval is granted, it is only for the event specified above. I also understand that the request will be reviewed by various City of Oxford officials and additional conditions may be required before final approval is granted. If additional conditions are required, I agree to meet with the appropriate officials and/or the Oxford Community Event Coordinating Committee.

M.U. Use Only

The organization listed above is a registered student organization in good standing with Miami University.

Signature: __________ Date: ___/___/___

City Use Only

On-Site Contact Person: __________ Cell: (___) ___-____

Distribution Checklist: ☐ O.P.D. ☐ O.F.D. ☐ Service Director ☐ Street Department ☐ O.P.R.D. ☐ O.V.C.B. ☐ QuickBase Entry ☐ M.U. Student Activities Office ☐ M.U.P.D.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: December 4, 2012

Account Code #: **322.810.50805**

Budgeted Amount: **$ 150,000.00**

Service Department
Originating Department

Michael Dreisbach, Service Director
Prepared By

November 30, 2012
Date Prepared

Agenda Title: Contract to Replace Filter Media in Two Filters at the Water Treatment Plant

Recommendation: Approve

Discussion: The 2012 Capital Improvement Budget includes $150,000 for the removal and replacement of filter media and filter air scouring equipment in two of six filters at the City's water treatment plant (Plant). Filtration is a process critical to the proper operation of the Plant and is responsible for the removal of suspended particles from potable water including oxidized iron and manganese.

City staff prepared plans and specifications for the improvement project and advertised for bids in the *Hamilton Journal* and *Oxford Press* on November 16 and November 23, 2012. Six bids were received by the City and publicly opened on November 30, 2012 with the following results:

Layne Heavy Civil, Inc.	**$ 123,321.00**
All State H2O Filter Rehab. Co.	**$ 127,500.00**
Dugan & Meyers	**$ 131,200.00**
PAE & Assoc.	**$ 131,400.00**
Building Crafts	**$ 139,440.00**
Winelco	**$ 157,530.00**

The existing filters have been in continuous service since constructed in the early 1990's. Plant operators have done an excellent job in operating the filters with minimal aggregate loss through countless backwash cycles in twenty years of operation. Only one of the Plant's six filters will be out of service at any given time. This will have no impact on the Plant's ability to provide water to our customers. Layne Heavy Civil, Inc. is currently performing improvements at the City's wastewater treatment plant and the City has been very pleased with their work product.

The lowest bid for the project was submitted by Layne Heavy Civil, Inc. with a bid of $123,321.00. Staff is requesting a 10% contingency for this project in the amount of $12,332.00. It is Staff's recommendation that the City Council authorize the City Manager to enter into an agreement with **Layne Heavy Civil, Inc.** for an amount not to exceed **$135,653.00.**

Approved By:

	Initial	Date
Department Head:	MBD	11/30/12
City Manager:	DRK	11/30/12

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY **LAYNE HEAVY CIVIL, INC.** AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LAYNE HEAVY CIVIL, INC. FOR THE REMOVAL AND REPLACEMENT OF FILTER MEDIA AND FILTER AIR SCOURING EQUIPMENT AT THE CITY'S WATER TREATMENT PLANT AT A COST OF $123,321.00 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE OR $12,332.00 FOR A TOTAL COST NOT TO EXCEED $135,653.00.

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 November 16, 2012 and November 23, 2012. Six (6) sealed bids were opened and publicly read on November 30, 2012. The lowest bid was provided by Layne Heavy Civil, Inc. in the amount of $123,321.00.

SECTION 2: The City Manager and the Service Director recommend City Council accept the bid of Layne Heavy Civil, Inc., Inc. as the lowest and best bid for the removal and replacement of filter media and filter air scouring equipment at the City's Water Treatment Plant at a cost of $123,321.00 and authorize the City Manager to enter into a contract with Layne Heavy Civil, Inc. for the removal and replacement of filter media and filter air scouring equipment at the City's Water Treatment Plant at a cost of $123,321.00.

SECTION 3: City Council hereby accepts the recommendation of the City Manager and the Service Director and finds Layne Heavy Civil, Inc. to be the lowest and best bidder and accepts the bid of $123,321.00 for the removal and replacement of filter media and filter air scouring equipment at the City's Water Treatment Plant.

SECTION 4: City Council hereby authorizes the City Manager to enter into a contract with Layne Heavy Civil, Inc. for the removal and replacement of filter media and filter air scouring equipment at the City's Water Treatment Plant at a cost of $123,321.00 plus a contingency amount of ten percent (10%) of the contract price or $12,332.00 for a total cost not to exceed $135,653.00.

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)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: December 4, 2012

Account Code #: **330.830.51003**

Budgeted Amount: **$ 200,000.00**

Service Department
Originating Department

Michael Dreisbach, Service Director
Prepared By

November 30, 2012
Date Prepared

Agenda Title: Contract to Rehabilitate Bar Screens at the Wastewater Treatment Plant

Recommendation: Approve

Discussion:

The 2012 Capital Improvement Budget includes $200,000 for the removal and rehabilitation of bar screens at the City's wastewater treatment plant (Plant). The bar screens are critical in removing inorganic materials from the treatment process while protecting mission critical pumps from the accumulation of oversized materials.

City staff prepared plans and specifications for the improvement project and advertised for bids in the *Hamilton Journal* and *Oxford Press* on November 16 and November 23, 2012. Three bids were received by the City and publicly opened on November 30, 2012 with the following results:

Danis Industrial Construction Co.	**$ 174,894.00**
Layne Heavy Civil, Inc.	**$ 175,866.00**
Winelco	**$ 204,000.00**

The existing screens have been in continuous service since constructed in 1997 and have done an excellent job of protecting Plant infrastructure. Only one of the Plant's screens will be out of service at any given time allowing operators to continue the treatment process without interruption.

The lowest bid for the improvements was submitted by Danis Industrial Construction Co. with a bid of $174,894.00. Staff is requesting a 10% contingency for this project in the amount of $17,489. It is Staff's recommendation that the City Council authorize the City Manager to enter into an agreement with Danis Industrial Construction Co. for an amount not to exceed **$192,383.00**.

Approved By:

	Initial	Date
Department Head:	MBD	11/30/12
City Manager:	DRB	11/30/12

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY DANIS INDUSTRIAL CONSTRUCTION CO. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DANIS INDUSTRIAL CONSTRUCTION CO. FOR THE REMOVAL AND REHABILITATION OF BAR SCREENS AT THE CITY'S WASTEWATER TREATMENT PLANT AT A COST OF $174,894.00 PLUS A CONTINGENCY AMOUNT OF TEN PERCENT (10%) OF THE CONTRACT PRICE OR $17,489.00 FOR A TOTAL COST NOT TO EXCEED $192,383.00.

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 November 16, 2012 and November 23, 2012. Three (3) sealed bids were opened and publicly read on November 30, 2012. The lowest bid was provided by Danis Industrial Construction Co. in the amount of $174,894.00.

SECTION 2: The City Manager and the Service Director recommend City Council accept the bid of Danis Industrial Construction Co. as the lowest and best bid for the removal and rehabilitation of bar screens at the City's Wastewater Treatment Plant at a cost of $174,894.00 and authorize the City Manager to enter into a contract with Danis Industrial Construction Co. for the removal and rehabilitation of bar screens at the City's Wastewater Treatment Plant at a cost of $174,894.00.

SECTION 3: City Council hereby accepts the recommendation of the City Manager and the Service Director and finds Danis Industrial Construction Co. to be the lowest and best bidder and accepts the bid of $174,894.00 for the removal and rehabilitation of bar screens at the City's Wastewater Treatment Plant.

SECTION 4: City Council hereby authorizes the City Manager to enter into a contract with Danis Industrial Construction Co. at a cost of $174,894.00 plus a contingency amount of ten percent (10%) of the contract price or $17,489.00 for a total cost not to exceed $192,383.00 for the removal and rehabilitation of bar screens at the City's Wastewater Treatment Plant.

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)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: December 4, 2012

Doug Elliott
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

November 27, 2012
Date Prepared

Agenda Title: A Resolution of Council authorizing the City Manager to accept the Great Escape Theatres Donation of the Princess Theater and equipment to the City of Oxford.

Recommendation: Approve.

The City of Oxford has been contacted by a representative of Alliance Entertainment (Great Escapes Theatres) regarding a donation of the recently closed Princess Theatre. At this time, no date has been set for the transfer of real property and equipment. I expect this to occur before the end of the calendar year. I am recommending that City Council pass a resolution accepting the Princess Theatre donation. If donated, the City Manager will recommend leasing the building and equipment so that it may continue to operate as a local movie theater showing first-run movies. A lease will need to be signed quickly (within 2-3 months) since there are no funds programmed for this endeavor in the FY2013 Budget. It should be noted that the theater will require a heating repair estimated at $25,000 by the owner. Also, the present 35mm projectors will need to be replaced by digital ones in the next six months to a year if current movies are to be shown since the movie industry will no longer supply 35mm format. I would hope to obtain several leasing proposals and make a recommendation to Council after the first of the year.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DRE	11/30/12

RESOLUTION NO.

A RESOLUTION OF COUNCIL AUTHORIZING THE CITY MANAGER TO ACCEPT THE GREAT ESCAPE THEATRES DONATION OF THE PRINCESS THEATRE AND EQUIPMENT TO THE CITY OF OXFORD.

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

SECTION 1: The owner of the Princess Theatre located at 10 N. Beech Street Oxford, Ohio, has closed the business and has offered to donate the property and equipment to the City of Oxford.

SECTION 2: The City Manager recommends that City Council authorize him to accept the Great Escape Theatres donation of the Princess Theatre and equipment to the City of Oxford.

SECTION 3: Council hereby accepts the recommendation of the City Manager and authorizes him to accept the Great Escape Theatres donation of the Princess Theatre and equipment to the City of Oxford.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Council Meeting Of: 12-04-12

Account Code No. #: 418.151.52340/418.151.52330

Budgeted Amount: $13,500.00

Fire Department
Originating Department

John Detherage
Prepared By:

11-28-12
Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into a contract with University of Cincinnati Physicians Company, LLC for EMS medical direction and continuing education.

Recommendation: Adopt the Resolution

Discussion: The Oxford Fire Department currently contracts with a local doctor for medical direction. Since the beginning of this relationship he has changed his practice from emergency medicine to serving as the director of MU Student Health Services. After much research the FD recommends a change to UCPC for EMS Medical Direction.

UCPC provides medical direction and continuing education for over 30 fire departments in Southwest Ohio.

Their services include:

- A "team approach" to medical direction. We would be assigned a primary MD, who would then be assisted by emergency medicine residents.
- 28 hours of CE per year consisting of 16 hours of a certification course and the remaining 12 hours of 2 hour education sessions and/or skills assessments.
- Attend meeting with OFD, hospitals, and other FD's as needed.
- EMS chart reviews
- 24 hour access to a physician for clinical consultations.
- All MD's and residents are functioning in emergency departments and are up to date on current trends in EMS and emergency medicine.

Since our operation is staffed with part-time personnel many of our employees also work for departments that contract for this service with UCPC. This will allow our staff to get the same training in Oxford that they receive in Springdale, Sharonville, Colerain, Ross and many others. Essentially we will become a part of a "regional" medical direction/training system.

As part of this change the OFD will move to the Southwest Ohio EMS Protocol. This protocol is a regional asset and is updated and maintained constantly by a group of EMS providers and emergency physicians from SW Ohio. Several of the committee members are employees of UCPC. Currently we use our own version of the State of Ohio EMS protocol that has not been updated since we began using it in 2008.

This change will improve the level of EMS service we provide the citizens and visitors of the City.

Approved By:		**Initial Date**
	Department Head:	JD \ **11-28-12**
	City Attorney:	\
	City Manager:	DRE \ 11/30/12

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A", BETWEEN THE CITY OF OXFORD AND THE UNIVERSITY OF CINCINNATI PHYSICIANS COMPANY, LLC FOR EMS MEDICAL DIRECTION AND CONTINUING EDUCATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

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

SECTION 1: The City Council of the City of Oxford has reviewed the Agreement attached hereto and incorporated herein as Exhibit "A", and find the same to be acceptable and in the best interest of the citizens and inhabitants of the City of Oxford, Ohio and all those for whom emergency medical services are provided.

SECTION 2: City Council hereby authorizes compensation for EMS Medical Direction and continuing education as set forth in the Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 3: City Council hereby authorizes the City Manager to enter into the Agreement attached hereto and incorporated herein as Exhibit "A" with the University of Cincinnati Physicians Company, LLC for EMS Medical Direction and continuing education as set forth in the Agreement.

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

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

Exhibit "A"

SERVICES AGREEMENT

This Agreement is entered into effective as of the ____ day of __________ , 2012 (the "Effective Date"), by and between **University of Cincinnati Physicians Company, LLC**, an Ohio non-profit limited liability company of which the sole member is UC Health, by and on behalf of its Department of Emergency Medicine ("UCPC"), and **Oxford Fire Department**, ("Fire Department").

BACKGROUND:

WHEREAS, Fire Department is a local fire department that provides emergency medical services ("EMS") to a community in southwestern Ohio; and

WHEREAS, UCPC employs and/or leases appropriately licensed emergency medicine physicians who are qualified to perform medical direction services for local EMS departments; and

WHEREAS, Fire Department desires to engage UCPC to provide, through one or more physicians, the medical direction services ("Services") described herein pursuant to the terms and conditions of this Agreement, and UCPC desires to provide such services to Fire Department.

NOW, THEREFORE, Fire Department and UCPC agree as follows:

1. Services.

1.1 Medical Direction Services. UCPC shall provide an adequate number of qualified physicians to furnish the Services (as defined below) under this Agreement. UCPC shall ensure that physicians perform the Services in accordance with the terms and conditions of this Agreement and in a manner that is in compliance with federal, state and local laws, rules, and regulations. Fire Department acknowledges that UCPC utilizes a team approach to providing medical direction services to the department. Physicians will often be assisted by a resident physician assistant medical director, to be decided with Fire Department approval, and additional physicians and paramedic instructors from the University of Cincinnati, Division of EMS may also be involved (collectively, the "Medical Direction Team").

1.2 Medical Direction Duties. The Medical Direction Team duties shall consist of providing the following services (collectively, the "Services"):

(a) Continuing Education: **Twenty-eight** hours of interactive educational sessions. Approximately **16** hours of the education sessions will consist of a certification course (i.e. AMLS, PHTLS, PEC) to be rotated from year to year. The remaining **12** hours of the education sessions will consist of individual lectures (usually in 2 hour blocks) and/or skills assessment sessions. All scheduling is to be done by mutual agreement of the parties.

(b) Meetings: Members of the Medical Direction Team will meet with the Fire Chief, Fire Department staff, and/or representatives of other entities (i.e. fire departments and hospitals) as needed to develop the EMS system or to address pressing clinical or system issues.

(c) Chart review: The Medical Direction Team will be available to review charts. Chart review is most effective when done in a tiered fashion, with Fire Department's internal CQI system pushing charts of particular concern to the Medical Direction Team. Medical Direction Team physicians will review approximately 10% of EMS runs. Fire Department agrees to provide the Medical Direction Team with access to the charts and/or records in an electronic format and accessible offsite, if available.

(d) Consultation: The Medical Direction Team will be available to Fire Department's Fire Chief and officers for immediate consultation regarding clinical operations. Access for consultations shall be by telephone or as otherwise agreed upon by the parties. 24-hour consultation access will be provided via select physicians in the University of Cincinnati Division of EMS alternating receipt of the calls.

1.3 Schedule. UCPC shall provide the Services at such times as mutually agreed by UCPC and Fire Department. Any changes in times, dates, or location of Service delivery shall require the approval of Fire Department.

1.4 Other Duties. In addition to the general duties set forth in Section 1.2 above, UCPC shall ensure the following:

(a) Reports and Records. Each physician shall prepare and maintain, or cause to be prepared and maintained, all reports, correspondence and records relating to all professional Services rendered under this Agreement (the "Reports and Records"), all of which shall be the property of Fire Department; provided, however, UCPC shall have access to and the right upon request to inspect and make copies of the Reports and Records for its business purposes. UCPC shall cause physician(s) to prepare and maintain, or cause to be prepared and maintained, all records, correspondence and reports relating to professional Services in a manner reasonably satisfactory to Fire Department and in material accordance with all federal and state statutes and regulations, and reasonable policies adopted by Fire Department.

(b) Licenses. Each physician shall hold a currently valid license to practice medicine within the physician's scope of practice in the State of Ohio. UCPC agrees to provide a copy of said license for each physician to Fire Department upon request.

(c) Insurance. UCPC, at UCPC's sole cost and expense, shall carry and maintain general and medical malpractice liability insurance, through an authorized commercial carrier or self-insurance fund, insuring UCPC and each physician against any and all claims, actions, causes of action, cost and expenses relating to or arising out of the performance of Services under this Agreement on an occurrence basis. The minimum amount of coverage shall be $1,000,000 for each occurrence and $3,000,000 aggregate. Upon Fire Department's request, UCPC shall provide Fire Department evidence of such insurance coverage. UCPC shall also maintain at all times during the term hereof all other commercially appropriate insurance coverage, including without limitation workers compensation.

1.5 Use of Facilities. Fire Department agrees to provide office and/or work space, personnel, equipment, and supplies reasonably required by the Medical Direction Team to satisfactorily perform the Services hereunder. UCPC agrees that the use of the personnel, space, equipment, and supplies provided by Fire Department will be solely for the purpose of fulfilling the clinical and administrative duties under this Agreement.

2. Compensation. In consideration of UCPC's provision of Services pursuant to this Agreement, Fire Department agrees to pay UCPC an annual fee in the amount of **$13,500** for Services rendered during the term hereof. Payment shall be sent and made payable to:

University of Cincinnati Physicians Company, LLC
231 Albert Sabin Way
Mailbox 670769
Cincinnati, OH 45267-0769

This fee includes all instructor costs, testing materials, reference materials, and certification cards for courses, which will be open to all Fire Department personnel. Special arrangements can be made for enrollment of Non- Fire Department personnel, at the discretion of Fire Department. Reference books are generally loaned on a for-use-during-the-course basis. This fee also includes a $1,500 medical director continuing education stipend, to be used by your medical director to ensure the maintenance of his EMS awareness on a regional and national level.

3. Changes in Law. This Agreement may be modified or revised if at any time or from time to time counsel to either party advises that such modification or revision is necessary to comply with newly issued applicable laws, rules, or regulations, or a newly issued interpretation or guidance of any applicable laws, rules, or regulations. If, after good faith negotiations, the parties are unable to reach agreement as to such modification or revision, a party may terminate this Agreement without penalty if that party believes that it will not be in compliance with its obligations under such newly issued interpretation, guidance, or applicable law, rule, or regulation in the absence of such modification or revision.

4. Term And Termination.

4.1 Term. The term of this Agreement will be _____ year(s) and shall begin on _____________ and end on ______________, unless sooner terminated in accordance with the terms hereof. Fees shall be pro-rated if this Agreement is terminated prior to the end of the term.

4.2 Termination.

(a) Either party may termination this Agreement if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice thereof;

(b) UCPC may immediately terminate this Agreement if Fire Department or any of its key personnel is convicted of an offense related to health care or is listed by a federal or state agency as being excluded, debarred, suspended, or otherwise ineligible for federal or state program participation.

(c) Either party may terminate this Agreement without cause, upon giving sixty (60) days written notice to the other party.

5. Miscellaneous

5.1 Independent Contractors. It is mutually understood and agreed that UCPC is and shall at all times be considered to be engaged by Fire Department to perform Services pursuant to this Agreement as an independent contractor. Neither UCPC nor any Medical Direction Team members shall be deemed to be an agent or employee of Fire Department by virtue of this Agreement and shall not be entitled to any of the benefits provided by Fire Department to its employees, including but not limited to workers' compensation insurance, unemployment insurance or any other benefit. Fire Department shall neither have nor exercise control or direction over the methods by which UCPC shall perform the Services under this Agreement, provided that all Services shall at all times be performed in a manner consistent with all relevant professional standards and the provisions of this Agreement. Fire Department shall have the right to control the result achieved, but not the manner in which the Services are performed, subject to UCPC's and the Medical Direction Team's compliance with the other provisions of this Agreement. UCPC shall be responsible for all income and related taxes on remuneration paid hereunder. Each party shall be liable and responsible for any negligent acts or omissions by its agents and employees, which cause (or are alleged to have caused) material damage or injury to the party or to its employees, patients, or visitors.

5.2 Ownership of Information; Confidentiality. All Fire Department business, medical and other records, and all information generated by or relating to Fire Department or clinical management information systems (including, but not limited to, patient information and information concerning Fire Department's employees, services, and operations, whether in oral, written, or electronic form), shall remain the sole property of Fire Department. UCPC agrees to keep such information strictly confidential. UCPC shall not disclose any portion of such information except as expressly permitted by Fire Department or as required by law or pursuant to a valid court order or subpoena. UCPC agrees to comply with all applicable federal, state and local laws and regulations regarding confidential patient information, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

5.3 Non-discrimination. Fire Department and UCPC will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in performing its obligations under this Agreement.

5.4 No Obligation to Refer Patients. It is expressly understood and agreed that nothing in this Agreement is intended to or shall obligate or require Fire Department to admit or refer patients to UCPC or any other UC Health facility.

5.5 Notices. Any notices permitted or required by this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to UCPC: University of Cincinnati Physicians Company, LLC
231 Albert Sabin Way
Mailbox 670769
Cincinnati, OH 45267-0769

Attn: Dustin J. Calhoun, MD

If to Fire Department: Oxford Fire Department
101 East High Street
Oxford, Ohio 45056

Attn: Fire Chief John Detherage

5.6 Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

5.7 Headings. The headings used herein are for convenience only and do not limit the contents of this Agreement.

5.8 Governing Law. The interpretation and enforcement of this Agreement will be governed by the internal laws of the State of Ohio, without regard to any conflicts of law provisions contained therein.

5.9 Assignability. The rights and obligations under this Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties. Neither Fire Department nor UCPC may assign its rights or obligations under this Agreement without the other party's written consent; except however, UCPC may assign this Agreement to UC Health or another entity controlled by UC Health.

5.10 Waiver of Breach. Any waiver of any breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach on the part of either party to this Agreement.

5.11 Entire Agreement. This Agreement, including exhibits and attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior agreements and understandings, whether written or oral. This Agreement may only be amended in a writing executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above:

UNIVERSITY OF CINCINNATI PHYSICIANS COMPANY, LLC

By:_______________________________

Printed Name:______________________

Title:_____________________________

Date:_____________________________

FIRE DEPARTMENT:

By:_______________________________

Printed Name:______________________

Title:_____________________________

Date:_____________________________

UCPC Department of Emergency Medicine

By:___________________________________
Chair, Emergency Medicine

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** Prepared By
Account Code No. #:	**N/A**	
Budgeted Amount:	**N/A**	**November 27, 2012** Date Prepared

Agenda Title: Resolution authorizing the City Manager to enter into an agreement to participate on the Butler County Regional Special Weapons and Tactics (SWAT) team.

Recommendation: Approve

Discussion:

In March 2012, after meeting with BCSO Captain Greer and Lt. Sons, we began to evaluate the feasibility of merging the OPD SRT (Special Response Team) with the Butler County Regional SWAT unit. Based on the positive initial meeting, Lt. Horvath completed a staff study (copy attached). His conclusion was that a merger is the best way for us to provide this type of operational capability if (when) needed.

In September 2012, a memorandum was submitted to City Manager Elliott (copy attached) and our then downsized unit began **training** with the regional team. As stated in the memorandum, this was part of the due diligence process to ensure that our team would actually be a good "fit" within the larger unit. After training with the team for several months, it has become readily apparent to all personnel involved that an integrated team works extremely well.

As stated on page two of the September 26, 2012 memorandum, "It is my opinion that the time is right for the OPD SRT team to join the BCR SWAT unit. We need to continue hoping for the best and preparing for the worst, and this is the very best way to accomplish that objective given the economic forces that are affecting all agencies in Butler County." If Oxford City Council concurs, the final step is completion of an M.O.U. between the City of Oxford and the Butler County Sheriff.

Attachments:
- Staff Report (3 pages)
- Memorandum from Chief Holzworth to City Manager Elliott, dated September 26, 2012 (3 pages)

Approved By:

	Initial	Date
Department Head:	[signature]	11/27/12
City Attorney:		
City Manager:	DRE	11/30/12

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SHERIFF OF BUTLER COUNTY, OHIO, TO PROVIDE FOR MUTUAL ASSISTANCE AND INTERCHANGE, AND USE OF POLICE PERSONNEL AND EQUIPMENT TO PROVIDE ENHANCED LAW ENFORCEMENT SPECIAL WEAPONS AND TACTICS (S.W.A.T.) CAPABILITIES.

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

SECTION 1: The Sheriff of Butler County, Ohio wishes to contract with the City of Oxford, Ohio, to provide for mutual assistance and interchange, and use of police personnel and equipment to provide enhanced law enforcement Special Weapons and Tactics (S.W.A.T.) capabilities.

SECTION 2: Sections 311.07(B), 505.43, 505.431 and 737.04 of the Ohio Revised Code specifically authorize Ohio townships and municipal corporations to enter into a contract with a county sheriff upon any terms that are agreed to by them, for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment of the contracting subdivisions, if the contract is first authorized by respective boards of township trustees and municipal legislative bodies.

SECTION 3: The City Manager and the Police Chief recommend the City enter into a contract in substantially the same form as Exhibit 'A' attached hereto and incorporated herein to provide for mutual assistance and interchange, and use of police personnel and equipment to provide enhanced law enforcement Special Weapons and Tactics (S.W.A.T.) capabilities.

SECTION 4: City Council accepts the recommendation of the City Manager and the Police Chief and hereby authorizes the City Manager to enter into a contract in substantially the same form as Exhibit 'A' attached hereto and incorporated herein to provide for mutual assistance and interchange, and the use of police personnel and equipment to provide enhanced law enforcement Special Weapons and Tactics (S.W.A.T.) capabilities.

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

ADOPTED:

MAYOR

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Exhibit "A"

MEMORANDUM OF UNDERSTANDING
FOR REGIONAL S.W.A.T. TEAM
Between the Sheriff of Butler County, Ohio and Butler County, Ohio Townships and Municipalities

WHEREAS, Sections 311.07(B), 505.43, 505.431 and 737.04 of the Ohio Revised Code specifically authorize Ohio townships and municipal corporations to enter into a contract with a county sheriff upon any terms that are agreed to by them, for services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment of the contracting subdivisions, if the contract is first authorized by respective boards of township trustees and municipal legislative bodies; and

WHEREAS, the Sheriff of Butler County, Ohio, and the other signatory parties hereto wish to contract with each other to provide for mutual assistance and interchange, and use of their police personnel and equipment to provide enhanced law enforcement Special Weapons and Tactics (S.W.A.T.) capabilities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. ***Definitions***: The following terms shall have the following meaning for purposes of this Agreement:

   a. ***Deployment*** shall mean the act of calling for, assembling, transporting and engaging officers who are members of the Special Weapons and Tactics Team (S.W.A.T.) to perform law enforcement duties or training.

   b. ***Officer*** shall mean a sworn law enforcement officer having jurisdiction within the geographic territory of any of the parties to this Agreement;

   c. ***Senior On-Duty Officer*** shall mean any law enforcement officer who has command responsibility at the time of a request for assistance from or deployment of officers under the terms of this Agreement.

2. ***Assistance:*** All requests for assistance and/or deployment, pursuant to this Agreement, shall be by direct contact from the senior on-duty officer in charge of the law enforcement agency requesting assistance and/or deployment to the senior on-duty officer(s) in charge of the law enforcement agency(s) from which assistance is requested.

3. ***Request for Response:*** When the senior on-duty officer in charge of any law enforcement agency calls for assistance and/or deployment, he/she shall state the specific circumstances, and shall give explicit directions as to the location where assistance is required and to any assembly or staging location(s) at which S.W.A.T. Team officers are to report for briefing and subsequent deployment in the field.

4. ***Duty to Respond:*** Each party to this Agreement will respond with such police equipment and manpower as is requested by the senior on-duty officer in charge of the law enforcement agency of any other party to this Agreement; ***provided, however***, that such

response will only be to the extent that, in the judgment of the senior on-duty officer in charge of the law enforcement agency receiving the request, such request would not impede the proper protection of the receiving agency's own territory.

5. ***Limitation on Response:*** In the event that the senior on-duty officer in charge of the law enforcement agency which receives the request determines that all of the equipment and manpower as requested cannot be provided consistent with the proper protection of his/her own territory, said party shall provide as much equipment and manpower as he or she deems advisable under the circumstances.

6. ***Command Authority:*** In any situation in which assistance or deployment is called for pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting agency shall have authority over the incident and will act as Incident Commander. However, the senior member of the S.W.A.T. command staff (Commander, Assistant Commander or Team Leader) on scene shall maintain authority over all responding team members and equipment and shall assume tactical command of the incident for the duration of deployment. No tactical action will be taken or implemented until such action is authorized by the Incident Commander or in response to a threat of serious physical harm or death. The Incident Commander shall have primary responsibility for securing the site upon conclusion of the S.W.A.T. Team deployment. This responsibility shall include return of equipment, pickup of waste materials including spent ammunition/ordinance materials and securing the site to assure public safety.

7. ***Powers of Officers:*** No Oath of Office need be administered to responding officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction is pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.

8. ***Emergency Response:*** Notwithstanding the requirement for the approval of the senior on-duty officer as contained herein, the provisions of this Agreement shall also apply to an officer who responds (prior to receiving authorization to respond from his/her senior on-duty officer), in accordance with the operating procedures of his/her employing law enforcement agency, to an emergency call for assistance from another officer outside of the responding officer's jurisdiction.

9. ***Consideration:*** No charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

10. ***Disclaimer of Liability:*** In no case shall the party or parties herein called upon, or rendering such service, be liable in damages to any other party hereto or to contractual obligees for failure to answer any police call for assistance, for lack of speed in answering each call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of the use of such law enforcement equipment and/or personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of equipment or personnel, or personal injuries suffered by the party or parties answering such call. Each party shall assume the cost of damage or loss of

equipment, apparatus or consumable materials and supplies that it may incur while responding to a call pursuant to the terms of this Agreement.

11. ***Privileges and Immunity:*** The parties intend for all responding law enforcement agencies and their officers to enjoy the fullest privileges and immunities available to officers of the requesting law enforcement agency pursuant to Chapter 2744 of the Ohio Revised Code.

12. ***Duty to Defend:*** Each party hereto agrees to be responsible for and shall defend against any liability, suits, losses, judgments, damages or other claims or demands of any nature whatsoever brought as a result of the alleged actions or omissions of its law enforcement officers and/or other employees or officials in the performance of this agreement.

13. ***Compensation of Employees:*** Each law enforcement agency shall continue to provide the same salaries, insurance, workers compensation, retirement and other fringe benefits to its employees while responding to a request for assistance and/or deployment under this Agreement, as those employees would receive while on duty in the jurisdiction of their employing law enforcement agency. Officers of an Ohio law enforcement agency acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen's pension or indemnity fund provide therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit.

14. ***Duration of Agreement:*** This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may terminate the Agreement upon the giving of thirty days written notice to the other parties.

15. ***Effective Date:*** This Agreement shall become operative as to the undersigned parties when executed by all of them. A copy of this Agreement shall be deposited with the Butler County Emergency Management Agency.

16. ***Execution:*** This Agreement may be executed in multiple counterparts and at different times.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each of the parties hereto has caused the signature of its appropriate official(s) to be set hereto pursuant to the authority of its appropriate legislative authority.

BUTLER COUNTY SHERIFF:

____
Richard K. Jones Date

Approved as to form only:

____
Assistant Prosecuting Attorney Date

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES, By:

____
Mike Rahall, Administrator Date
Pursuant to Resolution #___________

Authorized and Approved by:

____
Richard J. St.John, Chief of Police Date

Approved as to form only:

____
Fairfield Township Law Director Date

CITY OF TRENTON, OHIO. By:

____
John J. Jones, City Manager Date
Pursuant to Ordinance #____________

Approved as to form only:

____
City of Trenton Law Director Date

____
Carl Ray, Chief of Police Date

Staff Study Report

Oxford Police Special Response Team Joining

BCSO Regional SWAT Team

PROBLEM

The Butler County Sheriff's Office (BCSO) currently operates an eighteen man Special Weapons and Tactics (SWAT) team under the direction of Captain Richard Greer and Lieutenant John Sons. In prior years the BCSO SWAT team consisted of thirty-three members. Through attrition and reassignments the team has been reduced to eighteen members, and soon will lose two more members. They are unable, with current staffing constraints, to assign more Deputies to this unit. As a result, they have created a "Regional SWAT Team" by combining forces with other jurisdictions in Butler County. They have requested the Oxford Police Department's Special Response Team (SRT) to join this regional SWAT team.

FACTORS

What are the advantages of OPD joining this unit?

- Strengthens the Oxford Police SRT Team: The Oxford Police SRT unit currently has eleven members consisting of nine operators and two SRT Paramedics. On any given call out there is likelihood that as many as three to four members might be unavailable. Handling anything but a routine search warrant with five to eight people can be problematic. A call out of long duration would require rotating operators in and out. Even with a full team this presents a challenge that affects the safety of the operation. Having access to additional members would greatly assist OPD in responding to and resolving call out situations.
- Better Training: OPD conducts SRT training one day a month for ten hours. The current training standards set by the National Incident Management System recommends sixteen hours of training a month. BCSO SWAT team conducts two five hour training days per month. Training with other departments, which we have done in the past, allows for more diverse training and strengthens the cohesiveness of the units for mutual aid calls. Pooling the collective skills of various teams' members and imparting that on other teams allows for increased, more current training for all. With our limited training budget we would benefit from the training seminars/schools that others were able to attend and pass on to us.

- Better Equipment: With the current cost of outfitting an SRT Operator approaching $10,000, it is challenging and cost prohibitive to increase the number of operators on a team. Home Land Security has become very supportive of "regional" types of SWAT teams and seems to be awarding more grant money to those teams. Recently, BCSO was awarded new tactical helmets for each member of its team. That meant a savings of approximately $300 per operator for their jurisdiction. Our team will need to replace our ballistic vests next year. They are expected to cost upwards of $2,000 per vest. Receiving equipment like this through a Homeland Security Grant would be a considerable savings to the Oxford Police Department.

What are the disadvantages of OPD joining this unit?

- How Many Callouts Would Involve OPD: On average over the last three years (2009, 2010 & 2011) BCSO had twelve callouts per year. Over that same time frame they averaged 174 hours/year of overtime to handle those callouts. In analyzing those callouts I would <u>estimate</u> that OPD would have been used for an average of five (5) callouts per year. Our current overtime rate is approximately $43/hour for police officers and $52/hour for Sergeants. On a full call out our overtime exposure would be $482/hour (10 Police Officers & 1 Sergeant). I would anticipate that most BCSO callouts would involve one Sergeant and three Police Officers which equates to a cost of $181/hour. Keep in mind that these estimates are based on a BCSO SWAT team with thirty three members. I would anticipate that their needs will increase due to lower manpower.
- Training Costs: Looking at BCSO's training cost over that same three year period they averaged 109 hours of training overtime. We currently schedule our training so that NO overtime is paid for the ten hour shift. If we incurred 109 hours of overtime it would equate to $52,538 for all eleven members to attend. My expectation is that 109 hours of training overtime would be much lower. We would also have a contractual obligation to provide meals to the officers while out of town. I do believe that through labor management or scheduling the five hour training days this issue could be addressed to limit the city's exposure.
- Scheduling Impact: We will incur some additional costs in shift coverage overtime if our police officers are on a callout and unavailable to work. Scheduling officers to be available while not on regular duty would lessen the vacancies created by callouts. Maintaining proper shift coverage requires substantial adjustments to non-SRT officers to fill holes. Most non-SRT officers are willing to make these changes; however, morale is a fragile thing and can be impacted negatively with regular schedule changes. Paying overtime to non-SRT officers covering holes in the shift might mitigate any complaints.

DISCUSSION

- BCSO SWAT has enlisted Fairfield Township PD and Trenton PD. Trenton PD has temporarily suspended their participation due to budget cuts while they attempt to pass a tax levy. Liberty Township Fire does provide medic services. Talks with Monroe PD continue in hopes they will join the regional team soon.
- As for OPD, I believe we will save in equipment costs but our overtime exposure could be substantially higher.
- We would not lose control of our team by joining a regional team. OPD supervisors would be responsible for our officers on a BCSO callout and still direct operations for an Oxford PD callout.
- Whereas we are different sized organizations with different clientele, our tactical philosophies are similar. I don't see any issue's working side by side with BCSO.
- Joining this team would allow us access to all of BCSO's equipment and vehicles.

CONCLUSIONS

There appears to be no end in sight for financial struggles faced by both OPD and BCSO. The trend of "regionalization" of efforts has significant merit. Whereas I do see a significant cost associated with joining a regional team I also see substantial benefit to the city. I don't think it's a question of **if** something is going to happen in Oxford, but more of **when** something is going to happen in Oxford. While I'm proud of our current SRT Unit I do clearly see our limitations. Financial as well as manpower constraints severely limit our capabilities. Joining a regional team seems to be the "best" way for us to address these limitations.

ACTIONS RECOMMENDED

At this point, knowing our exposure to costs and scheduling issue's, I would recommend that joining a "regional" SWAT unit would be in our best interest. BCSO Regional SWAT team presents a solid opportunity for us to enhance SWAT operations inside Oxford and allows us to contribute to the safety of the citizens of this county.

ATTACHMENTS

Butler County Regional Special Weapons and Tactics callout history.

Butler County Regional Special Weapons and Tactics overtime history (2009, 2010 & 2011)

Butler County Regional Special Weapons and Tactics training history (2009, 2010 & 2011)

Memorandum

To: D.R. Elliott, Jr., City Manager
From: R.B. Holzworth, Chief of Police
Date: 26 Sep 2012
Subject: Proposed Merger of the OPD SRT with BCR SWAT

On March 29, 2012, I met with BCSO Captain Greer and Lt. Sons to begin evaluating the feasibility of the OPD SRT (Special Response Team) combining with the Butler County Regional SWAT (Special Weapons and Tactics) unit. Attendees for OPD included Lt. Horvath and Sgt. Varley, both of whom, as you know, have commanded Oxford's SRT unit. Under their command, Oxford's team has developed into a highly proficient, albeit relatively small, tactical force. The SRT has earned the respect of their peers regionally and enjoyed the support of the city administration. Our team is very well equipped (although some of the equipment will need replaced soon), and as you know, our freshly painted Humvees are now operational. Our most recent SRT commander, Sgt. Robinson, has the requisite skill set to perform extremely well in tactical environments and he will be working under the tutelage of Lt. Horvath.

Based on the very positive interaction with Captain Greer and Lt. Sons, plus our inherent limitations (i.e. agency size), I asked Lt. Horvath to prepare a staff study, a copy of which is attached. His conclusion (on page 3) is that becoming part of a regional SWAT team is in our collective best interest. As much as we hope dangerous, potentially lethal situations will never happen in our part of the world (and we really do hope that), there **will** be the need for a tactical response to some situation in the future. The question, unfortunately, is not "if", it is "when" and we need to be fully prepared. The best way, actually the only feasible way, to accomplish that objective is to regionalize. We simply cannot continue to stand alone and be fully prepared.

We already know there are **substantial** costs associated with creating, equipping, and maintaining a tactical team. Adequate training time is essential, as the team's effectiveness hinges on, in large part, being extremely well prepared. In this arena, practice makes perfect, and there is little room for error in a SWAT operation. As pointed out in Lt. Horvath's report, it can cost $10,000 to equip just one "operator," and we used to have nine (9) operators plus two (2) paramedics (with similar equipment). Since our meeting with Captain Greer, we have been carefully downsizing our team, selecting members with the desire to work regionally. Composition of our current team is as follows:

1. Sgt. Robinson (team leader)
2. Officer Durkin (sniper)
3. Officer Jenkins (operator)
4. Officer Carlson (operator)
5. Officer Hool (operator)
6. Officer Reihs (operator)
7. OFD Captain Gula (team medic)

The staff report does a nice job of identifying the pros and cons associated with consolidation. There are certainly financial implications that will need to be considered (and budgeted for after we gain actual experience), but the operational efficiency that we will gain, coupled with the intangible benefits of regionalization, led to just one conclusion – **OPD should, after completing an appropriate due diligence evaluation, become a member of** the **Butler County Regional SWAT team.** This will be a force multiplier, yielding positive results, just like our ongoing collaboration with MUPD. The following bullet points summarize the pros contained in Lt. Horvath's staff report:

1. Strengthens our ability to respond to a **large** scale or **prolonged** event
2. Improves training opportunities for OPD participants
3. Radically improves unit cohesiveness
4. Provides access (possible) to Homeland Security grant monies

Two words summarize the cons: **cost** and **scheduling**. As mentioned on page 2 of the staff report, we will work diligently to minimize associated expenses; however, there will be a cost associated with training and for deployment during an actual callout.

As part of the due diligence process and to ensure that our team is a good "fit" within the larger unit, they have participated in the last two SWAT training sessions (09/04 and 09/18). Copies of the associated training reports prepared by BCSO Lt. Sens are included for your review. The OPD team members that I have spoken with wholeheartedly endorse the regional team concept and are ready to "operate" in a wider venue, working beside operators from other Butler County agencies. As mentioned in the 09/04 training document, the entire team will possibly be training at the new THS on October 16, 2012.

The 2011 Butler County Sheriffs Office Annual Report highlights the Regional SWAT team, with pictures of the team in action on the cover and page 1. The associated article provides a good, concise overview of the team's activities FY2011. A copy of both pages is included (see attachment list) and the entire report is available in our *Shared* folder on the T: drive. The path is actually T:\Shared\BCSO Annual Report\2011-Annual.pdf.

I have attached a sample MOU (prepared by the BCSO) for you and Mr. McHugh to evaluate. It would seem to provide all the requisite terms and/or conditions; however, if the City desires modifications, I will gladly confer with Lt. Sens. If the language is satisfactory, I will obtain a revised signature page so that we can execute the contract.

In conclusion, it is my opinion that the time is right for the OPD SRT team to join the BCR SWAT unit. We need to continuing *hoping for the best and preparing for the worst,* and this is the very best way to accomplish that objective given the economic forces that are affecting all agencies in Butler County. If approved, I will continue to provide whatever level of information you would find the most useful; however, you will be apprised of all callouts as the team is assembling, injury reports (officers and subjects), and the date/time the operation is concluded. Moreover, if you ever want a detailed after-action report, one will be supplied.

If you would like additional information, just let me know and we will get it to you ASAP. Sgt. Robinson is anxious to have this finalized so that our team members can start contributing.

Respectfully submitted,

____

R.B. Holzworth
Chief of Police
Oxford Police Department

Attachments: Staff study prepared by OPD Lt. Horvath (3 pages)
Pages 1-2 of the BCSO 2011 Annual Report (2 pages)
BCR SWAT training document for 09/04/2012 (2 pages)
BCR SWAT training document for 09/18/2012 (2 pages)
BCR SWAT Overtime 2009-2011 (3 pages)
BCR SWAT Training Subject List 2009-2011 (6 pages)
BCR SWAT Callouts 02/27/06 – 02/07/2012 (6 pages)
Sample MOU for Regional SWAT Team (4 pages)

cc: Lt. Horvath
Lt. Umbstead
Sgt. Varley
Sgt. Robinson
Office Manager Gabbard
file

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager	Community Development Department **Originating Department**
Council Meeting Of: December 4, 2012	
Account Code No. #:	Jung-Han Chen **Prepared By**
Budgeted Amount:	November 21, 2012 **Date Prepared**

Agenda Title:	**A Resolution Authorizing the City Manager to Amend and Continue Professional Services with National Inspection Corporation (NIC) for Chief Building Official/Plans Examiner Duties, Inspection Services for Building and Housing, and Property Maintenance Compliance Inspections for the City of Oxford**

Recommendation:	**Approval**

Discussion:

A professional service contract between the City and NIC has been in place since 1998, and property maintenance services were added to the contract in 2006. One of the objectives in contracting NIC for these functions is the cost savings generated by not having to employ additional staff for building/property inspections or Chief Building Official duties.

A Request For Proposal (RFP) for building, housing, property maintenance and chief building official services was sent out in September, 2012 to solicit potential contractors for these services. Two proposals were received.

Comparing the fee proposals from these two contractors, NIC would provide the most attractive cost structure to provide the services outlined in the proposal. Overall, the City will save approximately $46,000.00 from amending this contract. Therefore, it is staff's recommendation to amend and continue professional services with NIC for the Chief Building Official/Plans Examiner duties, housing and building inspections, as well as property maintenance compliance inspections.

Approved By:		**Initial**	**Date**
	Department Head:	JHC	11/21/12
	City Attorney:		
	City Manager:	DBB	11/30/12

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED CONTRACT WITH NATIONAL INSPECTION CORPORATION FOR THEIR SERVICES AS CHIEF BUILDING OFFICIAL/PLANS EXAMINER,INSPECTION AND PROPERTY MAINTENANCE COMPLIANCE INSPECTION SERVICES FOR THE CITY OF OXFORD.

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

SECTION 1: The City Manager and the Community Development Director recommend the continuation of Chief Building Official/Plans Examiner, inspection and property maintenance compliance inspection services by National Inspection Corporation of Centerville, Ohio.

SECTION 2: The City Manager is hereby authorized to enter into an amended contract attached hereto and incorporated herein as Exhibit "A" with National Inspection Corporation, Centerville, Ohio, for Chief Building Official/Plans Examiner, inspection and property maintenance compliance inspection services for the City of Oxford.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)

Exhibit "A"

AGREEMENT

The City of Oxford, Ohio ("Oxford"), 101 E. High Street, Oxford, OH 45056-1887, and National Inspection Corporation, 311 Regency Ridge, Centerville, Ohio 45459 ("NIC"), and Ohio corporation, hereby enter into this Agreement upon the terms and conditions as set forth herein.

WHEREAS, Ohio Revised Code Section 3781.10(E)(1) provides in part:

> "Enforcement authority for approval of plans and specifications may be exercised, and plans and specifications approved on behalf of a municipal corporation or county, by any of the following who meet the qualifications established by the Board of Building Standards:
>
> a. Officers or employees of the municipal corporation or county;
>
> b. Persons, or employees of firms or corporations, when such persons, firms or corporations are under contract to furnish architectural or engineering services to the municipal corporation or county, and such authority is exercised pursuant to such contract; and

WHEREAS, Ohio Revised Code Section 3781.10(E)(2) provides in part:

> "Enforcement authority for inspections may be exercised, and inspections made on behalf of a municipal corporation or county by any of the following who meet the qualifications established by the Board of Building Standards:
>
> a. Officers or employees of the municipal corporation or county;
>
> b. Persons or employees of firms or corporations when such persons, firms or corporations are under contract to furnish inspection services to the municipal corporation or county and such authority is exercised pursuant to such contract"; and

WHEREAS, Oxford and NIC desire to enter into a contract for NIC to perform plans review and to exercise enforcement authority for plan review and inspections as set forth in this Agreement and to provide Building Officials services and supervision of the Building Department for the City of Oxford; and

WHERAS, the services to be performed by NIC are of a technical, non-competitive and professional nature;

NOW, THEREFORE, Oxford and NIC agree as follows:

1. NIC will provide Chief Building Official ("CBO") and Deputy services for the City of Oxford which shall be the relevant functions described in The Ohio

Building Code and local city ordinances. The CBO will be available in person or by telephone during regular business hours to perform his/her duties. Additionally, NIC will manage the operations and staff of the Building Department under the supervision of the Community Development Director.

2. Oxford agrees that NIC shall exercise enforcement authority for inspection on behalf of Oxford and shall review plans and specifications. Such authority conveyed to NIC by this Agreement shall be no more than authority conveyed to Oxford, Ohio by its Building Code and by the Revised Code Sections 3781.10(E)(1) and (E)(2).

3. NIC agrees to fully and diligently exercise enforcement authority for inspections and complete plan reviews within Oxford and to conduct plan reviews on behalf of Oxford. No waiver of code requirements shall be issued by NIC. Plans are to be submitted to Oxford's municipal office at its address as written above. Plans will be reviewed in the order received.

4. NIC agrees that Plan Reviews will maintain state certification as required by law. Plan review shall be performed by a certified Plans Examiner for all plans submitted for a permit under the requirements of the Ohio Building Code (OBC).

5. NIC agrees to fully and diligently perform the following inspections and related administrative tasks in a timely manner:

a. CBO/Plan Examiner Service
b. OBC and OBOA construction
c. Electrical Safety
d. Existing construction/Rental Housing
e. Property Maintenance

6. Collection of permit fees shall be the sole responsibility of Oxford.

7. NIC agrees to indemnify Oxford for any loss or liability, caused by or arising out of action or inaction of NIC or any of its employees taken or required to be taken under this Agreement. NIC further shall be required to carry a policy of general liability insurance with limits not less than $1,000,000.00 and errors and omission coverage with limits of not less than $500,000.00, and shall provide Oxford with certificates evidencing said insurance coverage, as well as a certificate evidencing worker's compensation coverage if applicable to Oxford upon request.

8. NIC agrees to submit any dispute regarding the City of Oxford building code to the City Manager for final decision and to accept such decision of the City Manager. Disputes of a technical nature shall follow the normal adjudication and appeals process.

9. NIC agrees to furnish the following specific services to Oxford:

a. Examine plans and specifications for proposed work as required by the Oxford Building Code, the Ohio Building Code and all other related laws and ordinances. Such examination and plan approval pertains only in general to technical and energy code compliance. Any part which may be in violation will not be considered as being approved. NIC will not approve the issuance of any building permit until a zoning certificate has been issued.

b. Upon request, advise applicants on code requirements, but shall not perform design services for the completion of inadequate applications.

c. Sign permits and certificates of occupancy when the plans and work complies with all applicable regulations, ordinances and statutes.

d. Upon request of the Oxford Law Director or Mayor, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. NIC shall be paid $75.00 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.

e. Provide utility companies with certificates of approval when necessary for the release of new services.

f. Provide city-wide property maintenance inspection and enforcement services for compliance purpose.

10. All documents, including applications, plan review, job progress reports and inspection reports shall remain the property of Oxford.

11. Oxford and NIC will mutually agree to the personnel to be assigned to perform the provisions of the services provided for in this Agreement. While this Agreement is in effect and for one year after termination, Oxford will not offer employment to, nor solicit any employment applications from employees or contractors of NIC.

12. This Agreement shall be effective upon the date of this execution by an authorized official of Oxford and shall continue through December 31, 2013. This Agreement shall be automatically renewed for every 3 years if neither party cancels the agreement. If renewed automatically, either party may subsequently cancel the agreement upon 90 days notice.

13. ***Oxford shall pay to NIC as the fee for the building and rental services described herein ninety percent (90%) of all fees charged by Oxford based on the approved ~~2010~~ 2013 Fee Schedule Ordinance (excluding the supplemental fee paid directly to the Ohio Board of Building Standards). The fee schedule is appended hereto as exhibit "A" and incorporated herein. Furthermore, ~~Oxford shall pay to NIC $900 per week for the enforcement of City's International Property Maintenance Code~~. NIC***

will provide property maintenance inspection and enforcement inspection and enforcement services at no additional cost.

14. This Agreement may be terminated by either party hereto for cause if the other party breaches any material term of this Agreement.

15. All notices to be given by or to either party to this Agreement shall be sent by U.S. Mail, Certified, returned receipt requested to the address as is noted above or as it is duly noticed by either party. All such notices shall be effective as of the date received.

16. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations to the parties created under this Agreement are performable in Butler County, Ohio.

17. This Agreement shall be binding and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

18. In the case of one of more of the provisions contained in this Agreement shall for a reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or enforceability shall not affect any other provisions. This Agreement shall be construed if the invalid, illegal or unenforceable provision had never contained in it.

19. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

20. This Agreement may not be assigned to an unrelated third party.

The City of Oxford, Ohio

Date ____________________________ By: ____________________________

City Manager

National Inspection Corporation

Date: ____________________________ By: ____________________________

President

Exhibit A

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
Face changes of signs	25.00
Zoning verification letter	35.00

2) BOARD OR COMMISSION REVIEW

GENERAL FEES FOR ALL BOARDS AND COMMISSIONS

Significant changes to original application may be subject to new fees as determined by the Community Development Director at a cost not to exceed original application.
(Revisions beyond the 3rd submittal, requiring planning or engineering review, will be charged a re-review fee per review.) 30.00
List of property owners for notification purposes 30.00

PLANNING COMMISSION

Conditional Use Permits	400.00 plus actual postage
Alternate Landscaping Plan	25.00
Annexation	
100% owner petition	300.00 plus 1.00 per acre
Conceptual Review	No fee
Lot Changes	
Subdivision Development	
Preliminary	400.00 plus 10.00 per lot, plus actual postage
Final	400.00 plus 10.00 per lot, plus actual postage
Planned Development	
Preliminary	400.00 plus 100.00 per acre, plus actual postage
Final	400.00 plus 100.00 per acre,

	plus actual postage
Minor Amendment	50.00
Lot Consolidation	20.00
Lot Split	20.00
Zoning Amendments	
Code (per topic)	150.00, plus actual postage
Map	150.00, plus actual postage
All other for Planning Commission	
Review at public meeting only	25.00
Requiring one or more legal notices	100.00

HISTORIC & ARCHITECTURAL PRESERVATION COMMISSION

Certificate of Appropriateness	30.00
Sketch Review	No fee

BOARD OF ZONING APPEALS

Variance Petition	200.00 per variance requested plus actual postage
Appeal of Administrator's Decision	50.00
Appeal of HAPC Decision	100.00

3) DOCUMENTS, MAPS, & OTHER MATERIALS — At Cost

C. INSPECTIONS

1) One, Two, and Three-Family Dwellings and Accessory Buildings (OBOA - Ohio Building Officials Association)

a. New Construction

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

b. Miscellaneous

Accessory Buildings	
200 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
Partial permits (where granted)	50.00
Temporary Certificate of Occupancy	40.00
Swimming Pool	
In-ground	90.00
Above ground	40.00

<u>2. Commercial and Residential Buildings (Ohio Basic Building Code) Commercial and residential</u>

<u>a. New Construction</u>

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

<u>b. Miscellaneous</u>

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).

<u>3. Other Fees</u>

(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
Work without a permit	Greater of $200.00 or twice the cost of the permit fee
(Starting construction without a permit)	
Gas Line (per meter)	30.00

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

<u>5. Rental Housing Permits</u>

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

<u>Invalid rental permit</u>: 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

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: December 4, 2012

Account Code No. #:

Budgeted Amount:

Community Development Department
Originating Department

Jung-Han Chen
Prepared By

November 12, 2012
Date Prepared

Agenda Title:	**A Resolution Acknowledging Receipt of Planning Commission's Recommendations Relating to the Corridor Safety Improvements' Concept Plan for Bicyclists and Pedestrians and Related Planning Documents**

Recommendation:	**Approval**

Discussion:

At the beginning of 2012, the Planning Commission held a joint work session with City Council to outline work items the Commission intended to undertake for the year and to seek Council's input whether these topics aligned with Council's vision. The items outlined were as follows: Residential Preservation (Overlay District), Planning for Alternative Modes of Transportation and Commercial Zoning regulations.

The topic of alternative modes of transportation was also a focus of the MU Physical Facility Department since they had retained a consultant to comprehensively review bike and pedestrian facilities on Campus to identify issues/concerns, deficiencies and to make recommendations to improve bike and pedestrian safety in and around Campus. This planning effort on alternative modes of transportation was also corresponded with the Planning Commission initiative in working with Ms. Anna Dragovich, an IES graduate student, to conduct a bike and pedestrian analysis for her graduate studies and develop suggestions as to how best to make the community more bike and pedestrian-friendly. These two planning efforts need to be complementary to each other in order to provide the network that would be beneficial to all residents.

Ms. Dragovich presented her final report, "Shifting Gears - A Bicycle and Pedestrian Plan for Oxford", to the Planning Commission in July. The Planning Commission was very pleased with her efforts in raising awareness of various bike and pedestrian issues. The highlight of her report was a list of recommendations to improve bicycle and pedestrian safety issues throughout the community in phases. Unfortunately, the Planning Commission was concerned about the specificity of her report due to the fact that each improvement may not have gone through any technical engineering review and professional analysis. Given the time and resources committed to her study, the Commission felt that her report would be a good starting point for City staff to take over to further the process. Additionally, several community members/groups have also shown support for the City to look into the bicyclist/pedestrian safety issues.

Staff used her report as a reference to develop goals/objectives as well as a concept plan to allow the Planning Commission to begin efforts to build support in the development of a detailed analysis and possible implementation process. There are several attachments, included with this Staff report for City Council review, discussion and acceptance. The Planning Commission met and discussed these items during their October 9, 2012 regular meeting.

The attached Concept plan was developed on a Corridor basis, since bike and pedestrian movement must be addressed in a linear pattern; any focus on a specific location would not be practical. Furthermore, a technical analysis of each Corridor would also need to be conducted to devise potential improvement needs. Staff also developed goals and objectives based on previous bike/pedestrian studies, including the Oxford Comprehensive Plan and Miami University Circulation Plan, to promote collaboration and consistency in working on bicycle and pedestrian movement on and off-campus.

The Planning Commission recommended the following items for City Council's acceptance and direction:

1. To accept the proposed concept including goals and objectives of the Corridor Safety Improvements for Bicyclists and Pedestrian as planning documents.
2. To request City Council to direct Service, Police and Community Development Staff to undergo a technical analysis of possible safety improvements in the identified corridors, including, but not limited to the recommendations outlined in "Shifting Gears" and to provide the analysis of relative costs of different implementation strategies to the Planning Commission in a timely manner. An analysis of Near-Term Corridor improvements to be no later than April, 2013, and Mid-Term Corridor improvements to be no later than September, 2013.

Approved By:		**Initial**	**Date**
	Department Head:	JHC	11/27/12
	City Attorney:		
	City Manager:	DDE	11/30/12

RESOLUTION NO.

A RESOLUTION OF CITY COUNCIL ACKNOWLEDGING RECEIPT OF THE PLANNING COMMISSION'S RECOMMENDATIONS RELATED TO THE CORRIDOR SAFETY IMPROVEMENTS' CONCEPT PLAN FOR BICYCLISTS AND PEDESTRIANS AND RELATED PLANNING DOCUMENTS.

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

SECTION 1: Oxford City Council hereby acknowledges receipt of the Planning Commission's recommendations related to the Corridor Safety Improvements' Concept Plan for Bicyclists and Pedestrians and related planning documents.

SECTION 2: City Council hereby refers these documents to City Staff.

SECTION 3: City Council further directs the City Manager to take all steps necessary to undergo a technical analysis of possible safety improvements in the identified Priority Corridors including, but not limited to the recommendations outlined in the "Shifting Gears" proposal and to provide an analysis of Near-Term Corridor improvements to the Planning Commission no later than April, 2013, and an analysis of Mid-Term Corridor improvements to the Planning Commission no later than September, 2013.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

Goals and Objectives of Oxford Bike/Pedestrian Plan:

Guiding and Reference Documents

Goals and Objectives from Past Reports and Studies

Comprehensive Plan 2008:

Promote alternative modes of transportation

- Investigate the feasibility of citywide bus service available to all residents
- Promote the Oxford Area Trails plan as identified in the Transportation or Thoroughfare Plan
- Create standards and require all new and existing commercial and public facilities to provide bike facilities (rack, shelters).
- Create connection between subdivisions and destinations to improve mobility, promoting a wider pedestrian and bicycle network throughout Oxford.
- Investigate commuter transit connection from Cincinnati, Hamilton and other regional hubs.

Transportation Study-2004

- Create and adopt a detailed thoroughfare plan that accounts for all desired forms of transportation including vehicles, bikes, and pedestrians.
- Continue to support implementation of the OATS plan.
- Construct new sidewalks where none exists in existing developments (arterials before locals)
- Enforce existing City Codes relative sidewalk repair.
- Ensure that City code requires construction of new sidewalks at all new development, including on undeveloped lots that interrupt an otherwise continuous system

Thoroughfare Plan

- Desire a transportation thoroughfare plan that compliments other development plan and provides Oxford a means for maximizing limited resources while creating an efficient, safe transportation system
- Provide good relationship to the Comprehensive Plan
- Integrate bike routes with roadways;

Miami University Campus Circulation Master Plan- 2011

Goal: Reduce Miami University's transportation0related carbon footprint 20-30% by 2020

- Implement a holistic approach to circulation.
- Use urban design, parking policies, and incentives to make alternative modes preferable for short distance travel.
- Collaborate with the City of Oxford on Planning/implementation of a bicycle network and bicycle storage by 2012.
- Reduce vehicular use for short distance commutes.
- Increase the mode share for walking, bicycling, and transit.
- Develop parking policies to encourage sustainable transportation behaviors.
- Provide preferential parking/reduce permit costs for carpools. Park-and-ride commuters and low-emission vehicles.
- Double carpooling by 2020.
- Offer to integrate Miami Metro service into a fully public, regional transportation system.

Goals and Objectives of Oxford Bike/Pedestrian Plan

Guiding Principles:

Promote alternative forms of transportation for a diverse population

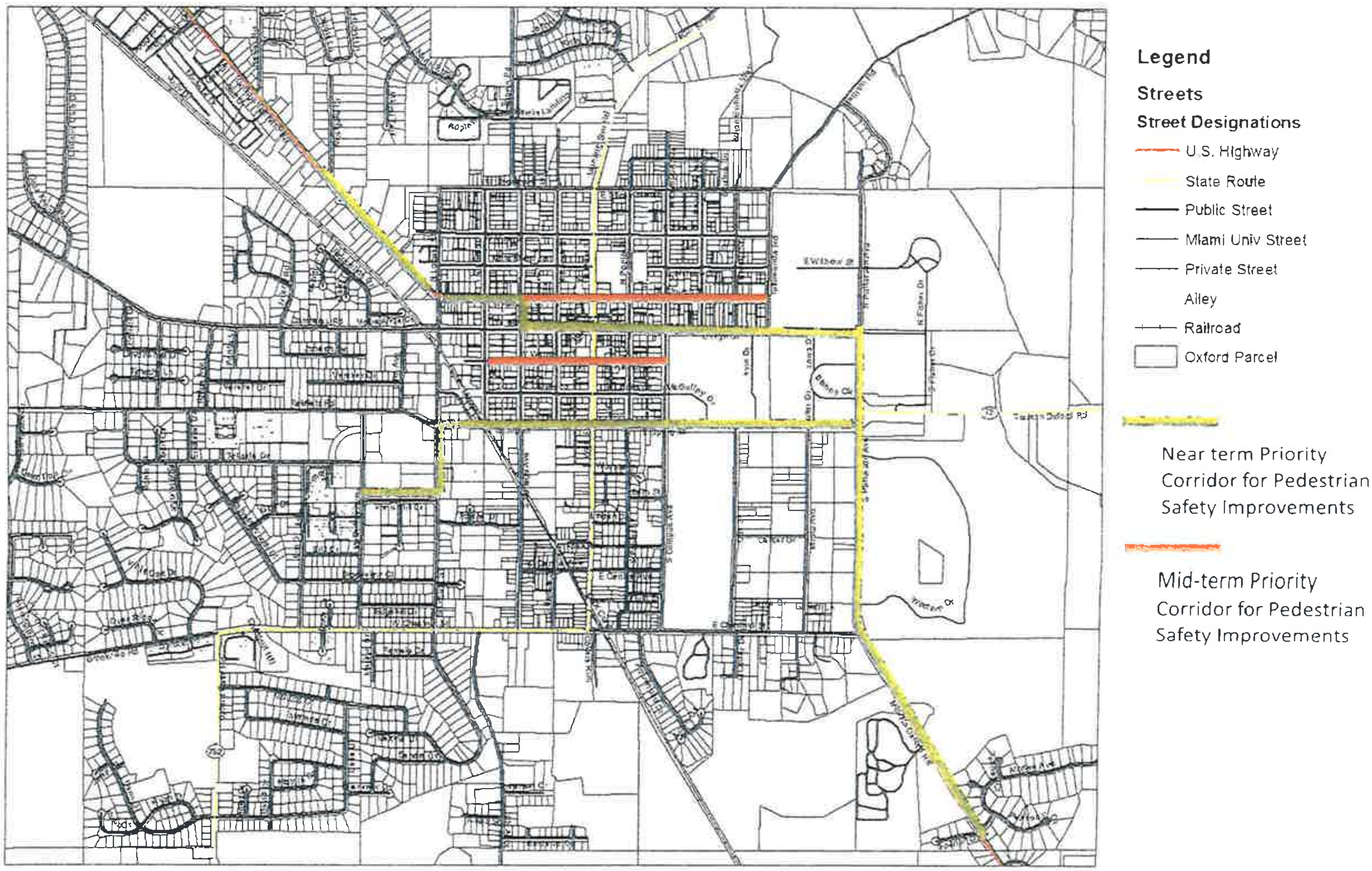
Goals:

1. Examine the existing transportation network and identified areas for improvements so it would be safe for all modes of transportation
2. Promote a safe, integrated bicycle and pedestrian network.
3. Research best practices/benchmarking from other town-gown communities
4. Create a City's Plan that will work collaboratively and concurrently with Miami University Circulation Master Plan
5. Develop a safe, comprehensive and convenient bicycle network for bicyclists to travel from places where they shop, live, work and school.

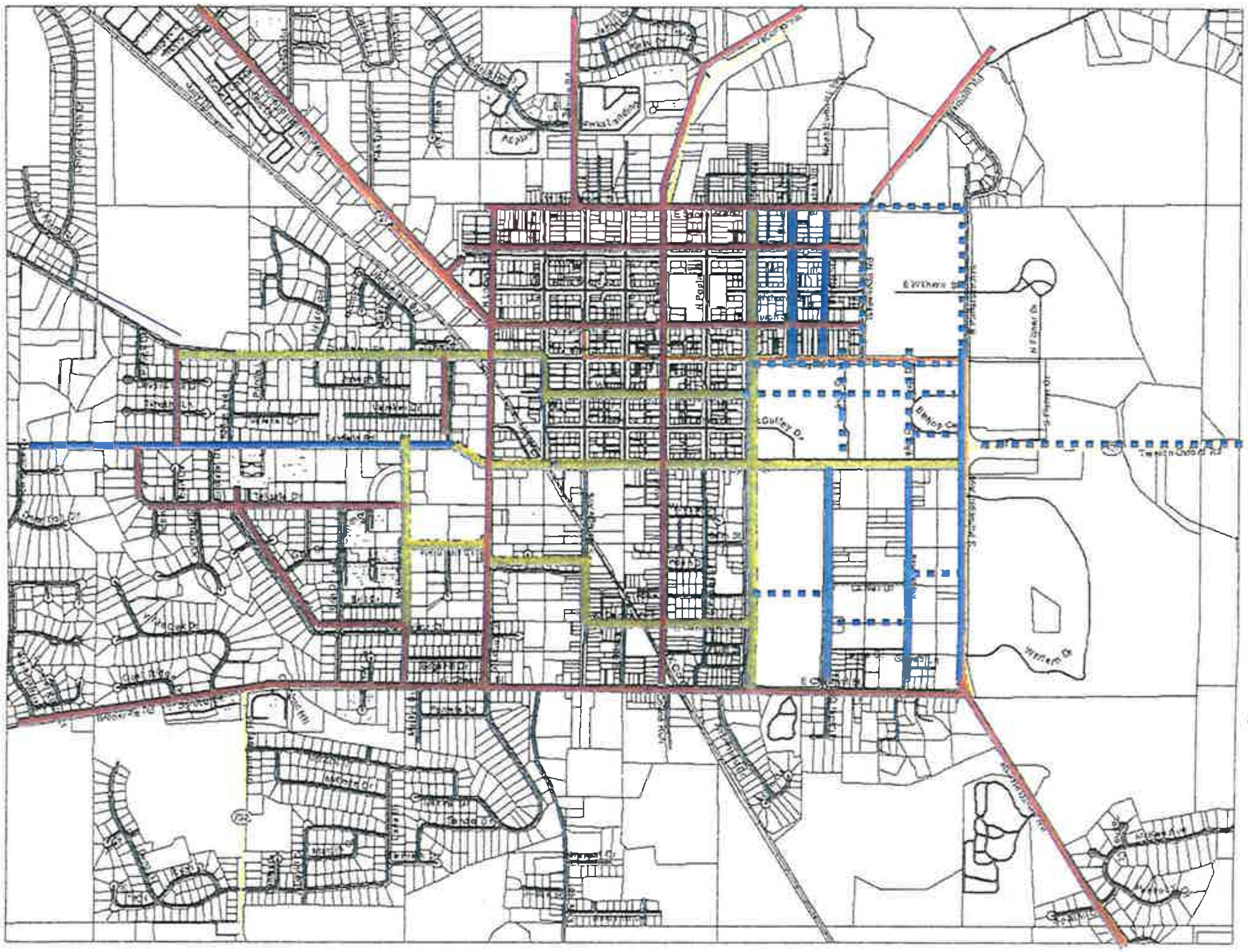
Objectives:

1. Maintain and enhance roadways crossing safety of all pedestrians
2. Identify high density of activities and examine the adequacy of pedestrian crossings.
3. Identify possible areas for bike storage
4. Enhance outreach education program of bicycling/pedestrian safety/right and enforce traffic regulations
5. Plan roadway improvements with pedestrians and bicycle traffic in mind
6. Encourage long-term parking lots, such as Dittmer and Millet be utilized
7. Identify potential routes and work with stakeholders to find ways to implement on-street bike lane

Corridor for Pedestrian Safety Improvements



Corridor for Bicycle Safety Improvements



Legend

Streets

Street Designations

- U.S. Highway
- State Route
- Public Street
- Miami Univ Street
- Private Street
- Alley
- Railroad
- Oxford Parcel

- Existing shared use
- Near-term priority corridor for bike safety improvements
- Mid-term priority corridor for bike safety improvements
- Near-term priority corridor for bike safety improvements on Campus
- Mid-term priority corridor for bike safety improvements on Campus

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: **Douglas Elliott**

Council Meeting Of: **December 4, 2012**

Account Code No. #: **Not Applicable**

Budgeted Amount: **Not Applicable**

Police
Originating Department

Perry Gordon, Asst. to Chief
Parking/Transportation
Prepared By

November 26, 2012
Date Prepared

Agenda Title: Revision of Ordinance No. 3126, amending Section 353.05 (e), increasing the maximum time at short-term parking meters **from** twenty minutes **to** thirty minutes.

Recommendation: Approve and authorize this revision, substituting thirty minutes for the current twenty-minute maximum time limit. Here is the proposed revision to this subsection:

"Single-space and multi-space meters with a maximum time of thirty (30) minutes shall be adjusted so as to provide thirty (30) minutes of parking time upon the deposit of twenty-five ($0.25) cents."

Note: This change, if approved, will eliminate twenty-minute meters from Oxford's meter system.

Discussion: During late August 2012, City of Oxford parking enforcement staff and Business Liaison Officer John Buchholz surveyed Uptown businesses and their customers regarding the convenience and value of the fourteen (14) parking meters in the Uptown business district that provided a maximum time of 20 minutes. These meters were located near the block corners and alley areas of West and East High Street, in addition to locations in West and East Park.

In these surveys and conversations, business owners and customers expressed concern that the 20-minute meters did not provide adequate time for patronizing Uptown businesses. Among the typical complaints heard were the following:

First, users of the meters did not realize that the meters were for short-term use (relative to the two-hour and ten-hour meters in the Uptown) and often were unable to complete their shopping and patronage of Uptown business within the 20-minute maximum time limit, resulting in an expired meter citation.

In addition, the meter users often 'feed quarters' into the 20-minute meters, not realizing the first quarter provided the maximum time and that additional coins deposited did not provide additional time beyond the 20-minute maximum. Thus, they viewed the short-term meters as 'wasting' their money.

It should be pointed out that the 20-minute meters, like their two-hour and ten-hour counterparts, bore a red label that indicated a twenty-minute parking limit. However, this apparently did not provide adequate instruction.

Both of these complaints were the basis of numerous parking appeals, and reflected a high level of frustration from Uptown patrons at businesses such as Starbucks, U-Shop, Jimmy John's, Chase Bank, and Wild Berry, where typical business transactions might best be described as 'stop-and-go' shopping, as opposed to businesses appealing to longer visits (e.g., dine-in restaurants, clothing stores, etc.).

In addition to the 20-minute meters located in the Uptown, six 20-minute meters are located along the east side of South Campus Avenue at Miami University's Campus Avenue Building (301 S. Campus Ave.) Similar concerns about the inadequacy of a twenty-minute limit were expressed by persons conducting business at the University offices located in the CAB, including the Registrar, Student Financial Aid, Bursar, and MU Parking Services.

Based on the Uptown business and patron survey, contacts with offices in the MU Campus Avenue Building, and a review of appeals of expired time citations issued at the 20-minute meters, the Department requested the conversion of twelve (12) of the 20-minute meters to a new limit of two (2) hours.

The Department further requested the conversion of two (2) Uptown 20-minute meters and the six (6) 20-minute meters at the CAB to a 30-minute maximum parking time. These conversions were approved, and public response to date has been overwhelmingly positive.

The Department believes that the authorization of the 30-minute meters in the Uptown district and at the Campus Avenue Building provides appropriate short-term parking opportunities at a reasonable price, and recommends approval of OCC Section 353.03(e) to reflect the inclusion of the 30-minute maximum parking time.

Approved By:

	Initial	Date
Department Head:	[signature]	11/26/12
City Attorney:		
City Manager:	[signature]	11/30/12

ORDINANCE NO.

AN ORDINANCE REPEALING TRAFFIC CODE SECTION 353.05 OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD, OHIO, ENTITLED "PAYMENT; AMOUNT AND TIME LIMITATIONS", AND ADOPTING NEW TRAFFIC CODE SECTION 353.05 OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD, OHIO ENTITLED "PAYMENT; AMOUNT AND TIME LIMITATIONS".

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

SECTION I: Council hereby finds that the Oxford Parking & Transportation Advisory Board, and the Oxford Division of Police, recommend repealing Section 353.05 of the Codified Ordinances of the City of Oxford, Ohio, and adopting new Section 353.05 to adjust parking meter time limitations in high density parking areas within the City of Oxford.

SECTION II: Council hereby repeals Section 353.05 of the Oxford Code of Ordinances and adopts new Section 353.05 as follows: (additions are **bolded**, deletions are ~~struck-through~~)

353.05 PAYMENT; AMOUNTS AND TIME LIMITATIONS.

(a) The owner or operator of a vehicle, upon entering a single-space meter space during the hours of operation as provided in Section 353.03(a), shall immediately deposit a coin or combination of coins of the United States in the parking meter situated at the side or front of the parking space and operate said meter according to the instructions thereon. Failure to do so shall constitute a violation of this section. Upon deposit of the appropriate and required coin or coins and placing the meter in operation, the parking space may be lawfully occupied by such vehicle during the period of parking time prescribed for the particular amount deposited.

(b) If any vehicle is left parked in a single-space meter space for such length of time that the single-space meter indicates by a proper signal that the lawful parking period has expired, such vehicle shall be parked overtime in violation of this section and the parking of such vehicle overtime shall be unlawful. Parking a vehicle during any unexpired time remaining on a meter and left by a prior user of the meter shall not be considered a violation of this section or of subsection (a).

(c) The owner or operator of a vehicle shall, upon entering a multi-space meter space during the hours of operation as provide in Section 353.03(a), shall immediately deposit, or cause to be deposited in the appropriate multi-space meter, the required fee in coins or cash (where allowed) of the United States, or by token, credit card, parking card or by other methods as approved by the Chief of Police. Payment shall be made in the manner and amount as indicated on said multi-space meter, and, if so required, owner or operator must return to the vehicle and place purchased receipt, face-up and conspicuously upon the driver's side dashboard of the parked vehicle. Upon appropriate deposit, the parking space may be lawfully occupied by such vehicle during the period of parking time prescribed for the particular amount deposited.

(d) If a multi-space meter is out of order or unable to accept payment or issue a receipt, payment shall be made at the next available multi-space meter. In no case shall parking in a multi-space meter area be allowed without payment, except as otherwise described. If any vehicle is left parked in a multi-space meter space for such length of time in excess of the parking time prescribed for the particular amount deposited, such vehicle shall be parked overtime in violation of this section and the parking of such vehicle overtime shall be unlawful.

(e) Single-space and multi-space meters with a maximum parking time of ~~twenty (20)~~ **thirty (30)** minutes shall be adjusted so as to provide ~~twenty (20)~~ **thirty (30)** minutes of parking time upon the deposit of twenty-five (25¢) cents.

(f) Single-space and multi-space meters with a maximum parking time of two hours shall be adjusted so as to provide one hour of parking time upon the deposit of twenty-five cents (25¢); however, single-space and multi-space meters located in high-density parking areas (as defined by the City Manager on report and recommendation from the Chief of Police) with a maximum parking time of two hours shall be adjusted so as to provide one hour of parking time upon the deposit of fifty cents (50¢).

(g) Single-space and multi-space meters with a maximum parking time of ten (10) hours shall be adjusted so as to provide one hour of parking time upon the deposit of twenty-five cents (25¢) however, single-space and multi-space meters located in high-density parking areas (as defined by the City Manager on report and recommendation from the Chief of Police) with a maximum parking time of ten hours shall be adjusted so as to provide one hour of parking time upon the deposit of fifty cents (50¢).

SECTION III: 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 City Manager		Finance	
		Originating Department	
Council Meeting Of :	11/20/2012		
		Joe Newlin	
Account Code No. :	see below	Prepared By	
Budgeted Amount :		11/15/2012	
		Date Prepared	

Agenda Title:	**2012 Supplemental Budget #4**
Recommendation:	**Approve**

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

Expense Side

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

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)	-	

Issue 3
Additional inspection cost offset by increased Rental Permit Revenue

Action Needed:

Revenue Side

General 110	20,000.00	Increased in Rental Income

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 (unemcumbered balance)
Hotel & Convention Tax 120	558.00	To be transferred to General Fund (unemcumbered balance)
Net Effect on Fund Balance/(s) Increase/(Decrease)	558.00	

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

Expense Side

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

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

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)	
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	(327,115.29)	

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)**

Approved By:		Initials	Date
	Department Head:	[illegible]	11/15/12
	City Manager:	[illegible]	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

SECTION 8: The following increase/(decrease)in appropriations from unencumbered balances be made:

Capital Improvement Fund 141 400,000.00

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.

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MAYOR

ADOPTED: _______________

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)