City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Agenda

Oxford City Council

Court House

TUESDAY, DECEMBER 15, 2015

EXECUTIVE SESSION
None.

1. <u>Roll call. Kate Rousmaniere, Mayor; Mike Smith, Vice-Mayor; Glenn Ellerbe; Bob Blackburn; Kevin McKeehan; Steve Dana; Edna Southard</u>

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. Approval of Agenda.

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

3. Public Participation.

A. Recognition - Dennis J. Colyer, Police Sergeant.

B. Swearing In - Thomas R. Sikora, Police Sergeant.

C. Presentation - Oxford Farmers Market - Larry Slocum.

D. 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 17, 2015 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes

B. Minutes if the November 24, 2015 City Council Organizational Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes

C. Minutes of the December 1, 2015 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

Minutes

D. Report regarding the December 2, 2015 Historic and Architectural Preservation Commission Meeting. (Jung-Han Chen, Community Development Director)

Report

E. Report regarding the December 2, 2015 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

Report

F. A Resolution authorizing the City Manager to enter into an agreement with Woodhull, LLC for a 60-month lease of a Ricoh Aficio MP C2503color copier. (John Detherage, Fire Chief)

Staff Report/Resolution

G. A Resolution authorizing the City Manager to close Lot 52 each Saturday in 2016 From 5:00 a.m. to 12:30 p.m. to permit the operation of the Farmers Market within Lot 52 during said time. (Doug Elliott, City Manager)

Staff Report/Resolution

5. Resolutions.

1. A Resolution authorizing a temporary abatement of the Noise Ordinance No. 2550, Section 509.09, On Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. and on Friday, April 15, 2016 from 8:00 a.m. until 10:00 p.m. At Millett Hall on Miami University's campus for the WGI Sport of the Arts Drum Line Competition. (Jung-Han Chen, Community Development Director) (Tabled)

Staff Report/Resolution

2. A Resolution authorizing the City Manager to enter into a Law Enforcement Mutual Assistance Agreement with Miami University. (John Jones, Acting Police Chief)

Staff Report/Resolution

3. A Resolution authorizing the City Manager to apply for the 2016 Assistance to Firefighters Grant Program with a ten percent (10%) match by the City. (John Detherage, Fire Chief)

Staff Report/Resolution

6. Ordinances.

A. First Reading.

1.An Ordinance Levying Upon The Lots And Lands Enumerated In The List Of Estimated Assessments (Exhibit A) The Amounts Set Forth On Such List And Setting Forth Terms For Payment Of Assessment. (Mike Dreisbach, Service Director)

Staff Report/Ordinance

2.An Ordinance Authorizing The City Manager To Enter Into An Easement Agreement Between The City Of Oxford And Duke Energy Ohio, Inc. For A Permanent Easement Over Portions Of Real Property Commonly Known As Leonard Howell Park To Allow The Relocation Of Electric Infrastructure In Advance Of Construction To Replace The Bonham Road Bridge. (Mike Dreisbach, Service Director)

Staff Report/Ordinance

B. Second Reading.

1.An Ordinance Amending Ordinance No. 3286. Supplemental Budget Ordinance Number 8 To Make Supplemental Appropriations For Fiscal Year 2015. (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

<u>the views of the City of Oxford, The Oxford City Council, or the City staff.</u>

1. Remarks from City Council and City Staff.

B. Future Meetings.

WED - Dec 16 Civil Service Commission Meeting 5:30 p.m. Municipal Building

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

MON - Dec 21 Housing Advisory Commission Meeting Cancelled

THUR -Dec 24 Holiday - City Offices Closed

FRI - Dec 25 Holiday - City Offices Closed

FRI - Jan 1 Holiday - City Offices Closed

TUES - Jan 5 City Council Meeting 7:30 p.m.

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

WED - Jan 6 Environmental Commission Meeting 7:00 p.m. Municipal Building

TUES - Jan 12 Planning Commission Meeting 7:30 p.m.

MON - Jan 18 Holiday - City Offices Closed

MON - Jan 18 Housing Advisory Commission Meeting Cancelled

TUES - Jan 19 City Council Meeting 7:30 p.m.

WED - Jan 20 Board of Zoning Appeals Meeting 7:30 p.m.

WED - Jan 27 Civil Service Commission Meeting 6:00 p.m. Municipal Building

8. Adjourn.

A Regular meeting of the Oxford City Council was called to order by Mayor Kevin McKeehan on Tuesday, November 17, 2015 at 7:30 p.m. Those members present were Bob Blackburn, Richard Keebler, Kate Rousmaniere, Mike Smith, Steve Snyder and Edna Southard.

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

PLEDGE OF ALLEGIANCE

Mayor McKeehan requested the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Snyder moved to approve the agenda. Mr. Blackburn seconded. The motion passed 7-0-0.

PROCLAMATION
'GAIL PAVEZA DAY'

Mayor McKeehan read the Proclamation and presented it to Ms. Paveza who recently retired from the Follett Corporation after 48 years.

Ms. Gail Paveza, thanked the City for recognizing her with the Proclamation noting it meant a lot to her. Ms. Paveza advised she looked forward to seeing everyone somewhere in Oxford doing something of service to the community. Ms. Paveza suggested for her 'day' tomorrow that everyone in Uptown Oxford take the time to pick up trash and place it in a trash container.

PUBLIC COMMENTS

Mr. Jim Robinson, Emerald Woods Drive, noted he was in attendance on behalf of his family to express sincere thanks for the service provided to this City and the community by outgoing Council members Dick Keebler and Steve Snyder. Mr. Robinson noted Mr. Keebler and Mr. Snyder were examples of taking the time to make the City better, they were examples of taking the time to make things function. Mr. Robinson advised Mr. Keebler and Mr. Snyder served on many boards and commissions during their tenure, before their tenure, and he was sure they would continue to serve after their tenure. Mr. Robinson noted they deserved the community's deep respect for the time and effort they put in and Oxford was a better place because of their leadership and involvement in the City. Mr. Robinson saluted Mr. Keebler and Mr. Snyder on behalf of his family and on behalf of many other citizens and thanked them for the time and energy they gave to benefit everyone.

CONSENT AGENDA

MINUTES

Minutes of the November 3, 2015 City Council Meeting. (Mary Ann Eaton, Clerk of Council)

REPORT

Report regarding the November 4, 2015 Environmental Commission Meeting. (Mike Dreisbach, Service Director)

RESOLUTIONS

RESOLUTION
SURPLUS EQUIPMENT

A Resolution No. 4947 amending Resolution No. 4943 declaring certain City property no longer needed for municipal purposes as surplus and authorizing the sale of said items to the highest bidder utilizing GovDeals, Inc. The proceeds thereof shall be deposited in the Fire/EMS Fund. (John Detherage, Fire Chief)

RESOLUTION
ADVANCED PAYMENT
OF PROPERTY TAXES

A Resolution No. 4948 authorizing the City Manager to request advanced payment of property taxes to the City in 2016 from Butler County. (Joe Newlin, Finance Director)

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

RESOLUTIONS

RESOLUTION
AEP ENERGY, INC.

A Resolution No. 4949 of Council adopting the amendment to the Government Aggregation Master Retail Supply Agreement between the City of Oxford and AEP Energy, Inc. which permits AEP Energy, Inc. to conduct subsequent opt-outs at various times throughout the remaining term of the agreement (refresh opt-outs). (Doug Elliott, City Manager)

Mr. Elliott discussed his staff report as presented on page 27 of the agenda and offered to answer any questions.

Mayor McKeehan inquired if there were any comments from the public and there were none.

Ms. Southard clarified for the public that this amendment would not diminish electric aggregation, it would strengthen it.

Ms. Rousmaniere noted landlords could not be in charge of this program, it had to be the actual customer and Mr. Elliott concurred.

Mr. Blackburn moved to adopt Resolution No. 4949. Mr. Smith seconded. The motion passed 7-0-0.

RESOLUTION
NOISE ABATEMENT REQUEST

A Resolution authorizing a temporary abatement of the Noise Ordinance No. 2550, Section 509.09, on Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. on Friday, April 15, 2016 at Millett Hall on Miami University's campus for the WGI Sport of the Arts Drum Line Competition. (Jung-Han Chen, Community Development Director)

Mr. Chen clarified the noise abatement request was for April 14, 2016 from 8:00 a.m. until 10:00 p.m. and April 15, 2016 from 8:00 a.m. until 10:00 p.m. Mr. Chen noted the request was for a competition to be held at Millett Hall and in the parking lot at Millett Hall as part of a regional competition taking place in April 2016. Mr. Chen advised other venues for the competition included the Cintas Center and the University of Dayton Arena. Mr. Chen noted the request went before the Student Community Relations Commission and they recommended Council's approval to waive the noise restrictions during these time periods.

Mr. Bart Woodley, Director of Operations, Winter Guard International, advised WGI was a non-profit music education collaborative organization and the event was a drum line competition. Mr. Woodley noted the competition was part of a bigger world championship which was being held at the Cintas Center, Wright State University and the University of Dayton Arena. Mr. Woodley advised Millett Hall would be a preliminary site on Thursday and Friday for competitors on their way to the final competition on Saturday. Mr. Woodley noted the hours outlined fit within the parameters of the event very well and it would be full of high school competitors which would be beneficial to the university. Mr. Woodley advised WGI partnered with the music department at the university and the music department helped manage the event. Mr. Woodley noted the outside served as the warm-up area for the competition which was held inside Millett Hall and adjudicated. Mr. Woodley advised the event was regulated by WGI and there were specific times for each individual group to warm-up. Mr. Woodley noted he appreciated Council's consideration of the noise abatement request. Mr. Woodley advised Jessica Greene from the Oxford Visitors Bureau had voiced her support for the event.

Mr. Jim Robinson, addressed Council on behalf of Mr. Craig Erickson and his neighbors with regard to the pending application. Mr. Robinson noted the event would start at 8:00 a.m. and go until 10:00 p.m. for two days, a Thursday and a Friday. Mr. Robinson advised the residents living nearby were listening to pounding drums for an entire day and well into the evening. Mr. Robinson noted only a small part of the event took place inside and in the meantime there were hundreds of drummers drumming outside throughout the day. Mr. Robinson advised he felt it was not in the best interest of the City to grant the request as stated before Council tonight. Mr. Robinson noted normally noise Ordinances were stricter on Thursdays because it was a work day and there was nothing in the application to address that. Mr. Robinson advised the noise was so bad last year it caused a medical condition for his client and his client was placed under the care of a physician.

Mr. Robinson discussed the application going before the Student Community Relations Commission (SCRC) and noted the SCRC inquired if residents had been notified of the possibility of this event taking place. Mr. Robinson indicated there was no notice in 2014. Mr. Robinson advised Miami's regulations for decibel readings on campus was 70 decibels at 25 feet and his client's machine over the past two years measured 95 decibels at his property line during the day and 100 to 105 at the venue itself. Mr. Robinson noted Council was being asked to award something completely different to an outside group than what the students were asked to do. Mr. Robinson advised there was no positive impact to the City as the competitors were not staying in Oxford, they were benefiting the Dayton area not the Oxford area. Mr. Robinson indicated his client would appreciate Council denying the request, or tabling the request until staff and the appropriate boards or commissions could further review the application, analyze the effect on residents, the timing of the event, establish standards to be imposed in terms of decibel levels and determine if the event could take place and yet protect the rights of the residents in the area. Mr. Robinson suggested that staff report back with a more complete analysis so Council could make a good decision on this application.

Mr. Craig Erickson, Morning Sun Road, noted he felt very few people in Oxford and very few Council members were aware of the existence of the WGI group and the use of Millett facilities and grounds for their productions in Oxford. Mr. Erickson advised he lived it first hand for two years and initially made every effort to find out what was going on. Mr. Erickson noted it first started 100 feet away from his bedroom window at 7:00 a.m. and did not stop all day long. Mr. Erickson advised it took him until 4:00 p.m. to find out within the university what was going on and who was sponsoring it. Mr. Erickson noted the Oxford Township Police Department and the Miami University Police Department did not know what regulations applied and MUPD tried to moderate the situation however it occurred again this year. Mr. Erickson advised it was an incredible amount of noise that went on for hours and hours non-stop. Mr. Erickson noted he felt no one here would consent to this at their property line for 10 minutes let alone 8-9 hours non-stop. Mr. Erickson stated as construed, this regulation would not fly in any municipality in the United States with no volume control, no limit and no measurement of volume. Mr. Erickson noted if the onus was put on OPD or MUPD to patrol this event there were no standards for them to apply. Mr. Erickson encouraged Council to either deny the noise abatement request or direct staff to find out what the issues really were, how to measure what's going on and avoid setting a precedent for future events. Mr. Erickson noted a precedent should be set now so that if accommodations needed to be made they could be made in a scientific or understandable way that was helpful and environmentally safe.

Mr. Mike Rudolph, 200 Morgan Circle, noted as past President of the Talawanda Band Boosters and Past Chair of the Oxford Chamber of Commerce, he took exception to some of the comments made here this evening. Mr. Rudolph asked Council to consider tabling the request so members of the band families in Oxford had the opportunity to address Council about the value and benefits of WGI. Mr. Rudolph advised members of the Talawanda band recently returned from a major competition in Indianapolis. Mr. Rudolph noted WGI has been attended by numerous high school students from local bands in Oxford, Hamilton, West Chester and Mason. Mr. Rudolph advised he felt it was a great benefit to the City to hold events like this although he understood the value of being very considerate to neighbors about noise issues. Mr. Rudolph noted the Talawanda Band Boosters would be willing to come to the table and help offer some alternatives rather than just turning the request down. Mr. Rudolph asked Council to table the issue for further discussion.

Ms. Rousmaniere noted this event had taken place twice in Oxford but this was the first time a noise abatement request was submitted to Council.

Mr. Snyder inquired if complaints were made to the Oxford Police Department in the past. Mr. Elliott advised one complaint was brought to his attention and it was made by Mr. Erickson. Mr. Elliott noted Lt. Jones responded to that complaint. Mr. Snyder inquired for the public what the noise regulations were during the daytime and early evening. Mr. Elliott advised there was a noise ordinance and noise was unrestricted until a certain time and then it was restricted which was when a noise abatement was required for certain events. Mr. Snyder inquired if anyone from the City checked the decibel level based on the complaint. Lt. Jones advised the OPD did not carry decibel meters anymore and followed the ordinance that referred to music being audible 25 feet from the property line. Lt. Jones noted he responded to the noise complaint last year and there were hundreds of band members in the parking lot and they clearly had a pre-planned event, almost like a football game. Lt. Jones advised noise abatements were not considered for football games. Lt. Jones noted the only recourse OPD had was to issue a noise citation for $185 to the university but instead OPD encouraged the group to request a noise abatement. Mr. Keebler referred to the request to table the proposed Resolution and suggested there be a few less hours for practicing in the parking lot and limiting the number of participants in the parking lot at any given time so they could be further away from property lines. Mr. Keebler noted a number of things could be done to mitigate the noise and tabling seemed like a good idea. Mr. Keebler advised he would first move to amend the proposed resolution based on Mr. Chen's opening remark.

<u>Mr. Keebler moved to amend the Resolution caption, Section 1 and Section 3 to read 'on Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. and on Friday, April 15, 2016 from 8:00 a.m. until 10:00 p.m. Mr. Snyder seconded. The motion passed 7-0-0.</u>

Mr. Blackburn advised it was implied that the competitors were staying in Dayton and noted hotels in Oxford were booked every weekend. Mr. Blackburn noted the band director did speak to Jessica Greene about booking rooms in Oxford on Thursday night. Mr. Blackburn advised he served on the SCRC and the noise abatement request was being done as a courtesy rather than just holding the event as had been done in the past.

Mr. Snyder called the question.

<u>Mr. Keebler moved to table the proposed Resolution until no later than December 15, 2015 after being further reviewed by staff. Mr. Snyder seconded. The motion passed 7-0-0.</u>

<u>RESOLUTION</u>
<u>WAIVE METER FEES</u>

A Resolution No. 4950 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 14, 2015 until 6:00 p.m. on December 31, 2015. The two hour restriction for meters in these locations will remain in effect. (Bob Holzworth, Police Chief)

Chief Holzworth advised the holidays were upon us and the City had offered free holiday parking for many years in the Uptown area. Chief Holzworth noted the proposed Resolution duplicated what had been done in the past which was well received by the business community, visitors and residents. Chief Holzworth advised he endorsed the proposed Resolution 100%.

Mayor McKeehan inquired if there were any comments from the public and there were none.

Council members were in favor of continuing the free holiday parking.

Mr. Snyder moved to adopt Resolution No. 4950. Ms. Rousmaniere seconded. The motion passed 7-0-0.

ORDINANCE
FIRST READING

ORDINANCE
NEW SECTION 141.04

An Ordinance Repealing Oxford Codified Ordinance Section 141.04 Entitled Police Advisory Board, And Adopting New Oxford Codified Ordinance Section 141.04 Entitled Police Community Relations And Review Commission. (Doug Elliott, City Manager)

Mr. Elliott provided background information regarding the proposed Ordinance noting in 2003 City Council adopted an Ordinance that had Community Relations Commission (CRC) members serve as members of the Police Advisory Board (PAB) as they felt their purposes were similar so they merged the boards. Mr. Elliott advised in 2005 Council passed an Ordinance to re-establish a separate PAB consisting of 14 Oxford residents. Mr. Elliott noted the purpose of the PAB was to advise the Chief of Police and the Police Division about matters relating to community policing and such other questions as may seem pertinent. Mr. Elliott advised for a number of reasons, over the past two years the PAB quit meeting regularly and members were no longer appointed to serve on to the PAB. Mr. Elliott noted he served as the Executive Director of the Community Relations Commission and in 2008 Council adopted an Ordinance to expand the protected classes within that Ordinance. Mr. Elliott advised in October of 2013, the CRC was copied on a letter from the Oxford Unit of the NAACP requesting to meet with representatives of the Police Division to discuss the training of police officers related to diversity and multicultural sensitivity, as well as disciplinary actions taken for inappropriate behavior in those areas. Mr. Elliott noted over the next several meetings of the CRC, the members continued to discuss police diversity and multicultural sensitivity training plus ways to support citizens who may have concerns about interactions with the police. Mr. Elliott advised one idea was to expand the role of the CRC to handle citizen complaints of alleged police misconduct. Mr. Elliott noted at the September 2014 meeting of the CRC, the benefits of establishing a separate oversight or review board instead of expanding the role of the CRC was discussed and he and the CRC members favored this approach. Mr. Elliott advised police review models from other communities were discussed over the next several months and reviewed with members of the Oxford Police Department. Mr. Elliott noted the proposed Ordinance would establish a Police Community Relations and Review Commission and its purpose was to improve communications between the Police Department and the community, increasing police accountability and credibility with the public, and to create a fair and impartial complaint process.

Mr. Elliott advised he was not suggesting the City of Oxford had such problems but he felt the City should always look for ways to improve its operations. Mr. Elliott noted the commission would consist of seven members appointed by City Council and be reflective of the community's diversity. Mr. Elliott advised as required by the City Charter, the City Manager or his designee shall be an ex officio member and the commission shall meet at least quarterly. Mr. Elliott noted he believed the proposed commission would serve to increase the community's understanding of police work, enhance citizen understanding of the process for handling complaints against police officers, and increase the trust and confidence of the Oxford Police Division (OPD) especially with the minority community, and ensure greater accountability by the OPD. Mr. Elliott advised students had talked about issues and he felt some of those issues may have occurred in other communities but they were bringing those perceptions to Oxford. Mr. Elliott noted everyone wanted Oxford to be welcoming and inclusive for all and he was recommending approval of the proposed Ordinance.

Ms. Fran Jackson, noted she was an Oxford resident of 47 years, former Talawanda school teacher, former Miami University instructor and the current President of the Oxford Unit NAACP. Ms. Jackson advised she was addressing Council as a resident and President of the Oxford Unit of the NAACP to endorse the Ordinance creating the Police Community Relations and Review Commission. Ms. Jackson noted she liked that name because it indicated collaborative teams of police and community working together to solve issues. Ms. Jackson thanked City Council for going forward with the Ordinance and as stated in the NAACP letter to Council they felt there were several important reasons to support the creation of a Police Community Relations and Review Commission noting it would provide a safe process for citizens to bring complaints of Police misconduct other than the Police Department. Ms. Jackson advised the commission would serve as a review and oversight group for Oxford citizens and an intermediary group to the police. Ms. Jackson noted many citizens did not feel comfortable going to the police or to City officials with issues and she as an African American had experienced times when she did not feel comfortable going to the police or to City officials. Ms. Jackson advised the proposed commission would provide more open dialog and communications for all Oxford citizens. Ms. Jackson noted the NAACP supported the plan of the commission to hold an annual community forum and meeting and advised the Oxford NAACP Unit held one and it was a very good event which created courageous conversations between citizens and the police that were present Ms. Jackson noted the proposed commission could open many possibilities for positive and effective community improvements. Ms. Jackson advised the NAACP strongly supports the proposed Ordinance and would like to see it approved as soon as possible to address current and potential civil rights issues. Ms. Jackson noted she did not want an incident such as Ferguson to happen here and she wanted all citizens and visitors to feel welcomed and respected in Oxford.

Ms. Janis Dutton, noted she had been an Oxford resident for decades. Ms. Dutton advised she had more than 260 signatures of Oxford citizens, visitors and students on a petition in support of establishing a Citizen Law Enforcement Oversight Commission in the City of Oxford. Ms. Dutton noted she had been engaged in this the last few months and at the last Community Relations Commission (CRC) meeting the City Manager brought essentially the Ordinance before Council and the commission asked for more time to review it. Ms. Dutton advised she was happy the Ordinance was before Council as she would like to see it move forward quickly noting her hope Council would consider letting the CRC meet and review it and perhaps provide some amendments for the second reading.

Ms. Dutton advised what she had been hearing sounded like it was anti-police or about complaining about police and it was really Citizen Law Enforcement Oversight which falls on Council too because a lot of what she was hearing in town is policy and that was Council's purview according to the Charter. Ms. Dutton noted what she was hearing from female students was if there was a sexual assault off campus, do not report it to the Oxford Police Department, they don't know how to handle it, report it to the Miami University Police Department. Ms. Dutton advised she was glad they had that option as she did not. Ms. Dutton noted she heard from sexual assault advocates the police were saying they don't have the resources or training to deal with it. Ms. Dutton advised it was not fair to put the onus on them and have it be a complaint process. Ms. Dutton noted it was about law enforcement oversight it was not just about community and police relations. Ms. Dutton advised this would be the third relations commission as there was the Student Community Relations Commission, the Community Relations Commission and now the Police Community Relations and Review Commission which could create confusion. Ms. Dutton encouraged Council to be open to the CRC reviewing the proposed Ordinance and making some suggested changes.

Lt. John Jones, addressed Council on behalf of the Fraternal Order of Police members in Oxford. Lt. Jones read the following into the record (in part): 'I agree with Ms. Jackson. We want this Ordinance to move forward contrary to what some may think, our officers are very much in support of the goals and purpose of the Ordinance. Improving communication between officers and community, increasing our accountability and credibility with the public and getting feedback on matters of hiring and training are goals we would like to achieve. We are disheartened when we hear these stories of citizens especially marginalized citizens who feel they can not come to the police with problems. We hope to improve the trust with the community and invite those with concerns to come and speak with us. The first Ordinance I had the opportunity to review was very concerning to me, we've worked with the City Manager and the CRC to create an Ordinance to accomplish the goals as well as address due process concerns for our officers. Not all of our concerns were addressed with this Ordinance. Some of the language we thought was agreed upon by the City and our labor management representatives was removed after the last CRC meeting. One provision allowed a complaint to be filed up to a year after the fact, I don't know what I did last week, let alone a year ago. The few complaints I have investigated at the Police Department usually involve a miscommunication between an officer and a citizen or a victim believing the officer had a lack of empathy or some other issue that involves the interpersonal skills of a Police Officer. We think allowing an entire year to file a complaint may encourage a citizen not to come forward immediately and then that person later has a negative experience with an officer and files a complaint and that's going to be hard to investigate. There are some other concerns we have with the language of the Ordinance but ultimately we believe this is a good Ordinance, one that addresses all the concerns of everyone involved and we want the Ordinance to move forward as written. We have struggled with the rhetoric some people use to paint Oxford officers with a very broad brush accusing them of being uncaring, biased or racist. This can be very demoralizing for Police Officers in our agency. We are not those things and we do have concerns about rhetoric that may result in these public meetings. At a recent Council meeting a CRC member spoke during public comments and mentioned an allegation that a few years ago an officer used a racial slur, what wasn't said was the Police Department practically begged for more information so it could be investigated but no information was provided. Its apparent to me this didn't happen, our officers would not do that.

Another incident mentioned was a female who was sexually assaulted and felt re-victimized by the police. Based on the description of the incident given we can't determine if this happened or not and we can't find an incident with a similar description, we need more information, we need to know if our officers are faltering or doing something wrong. We strive to treat victims of sexual assault with the upmost respect and compassion. We are not always able to deliver the message they want to hear but we are the ones tasked to give that message to them and having that honest conversation. I want to share a quote taken from a speech by Theodor Roosevelt in 1912 that I believe is very fitting for this situation "It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done better. The credit belongs to the man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, and comes short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows the great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least he fails while daring greatly, so that his place shall never be with those cold and timid souls who know neither victory or defeat". The Police Officers are the ones in Theodor Roosevelt's arena. The ones who last night were comforting the alcoholic, the suicidal female and took her and got her help. We're the ones comforting the international student who is in culture shock, who's far away from home. We're the ones doing CPR on the drug addict who overdosed on heroin, and we're the ones who respond no matter your race, religion, sexual preference, gender identity or any other reason you can think of to protect and serve in any way we can no matter how much the critic might not want to admit it. This quote from George Orwell stands true today "Men sleep peacefully in their beds at night because rough men stand ready to do violence on their behalf. The use of force is not pretty but it's often necessary" The problems we see with the rhetoric that often happens is with such little information we can't determine if in fact an officer did wrong but yet it's spoken in a public forum like it's a fact. Too often the officers don't stand up to defend themselves against some of the allegations. We also battle community activists who sit behind a keyboard and berate police on social media. It's ridicules that anyone would take those individuals seriously instead of seeking out the truth. The commission created by this Ordinance would give the Police Department a great opportunity to better explain our policies and procedures, to continue to build trust and legitimacy within our community and to interact with those who are uncomfortable talking to the police. Trust between the police and the people they protect and serve are essential to our democracy, that is why we welcome this opportunity for conversation that this Ordinance is going to provide.'

Mr. Pat Meade, advised he was a 40 plus year resident of Oxford and a member of the CRC who worked on the proposed Ordinance. Mr. Meade noted he spoke a month ago of the two incidents Lt. Jones referred to earlier. Mr. Meade advised he stated the first incident was alleged and therefore there was no proof. Mr. Meade noted the second one was reported to the CRC. Mr. Meade advised the point of the proposed commission was to give people who may not feel safe going to the police to come to a group of citizens and get the issue sorted out. Mr. Meade noted he felt the commission would give people another option and perhaps the commission could stop some of the rumors about the Police Department. Mr. Meade advised the point of the commission was to help the Police Department and the citizens find out what was true and not true. Mr. Meade noted there was nothing in the CRC's work in the last 1 ½ years that was anti-police. Mr. Meade advised he appreciated the quote from Theodor Roosevelt and he thought it was directed to the CRC because they were in the trenches doing some very hard work, not to be critics but to help Oxford be better.

Mr. Meade noted the CRC could live with the Ordinance as written for now. Mr. Meade referred to the 1 year period allowed for filing a complaint and advised some things traumatized people and it took them a long while to come forward. Mr. Meade noted he was happy Council was considering the Ordinance and would vote on it at the next meeting. Mr. Meade thanked Mr. Elliott for his hard work on the initiative. Mr. Meade noted his hope the Ordinance would be implemented and if necessary it could be tweaked in a year or two. Mr. Meade advised it was very important to move forward, let citizens know they are heard and that all communities in Oxford were going to be heard. Mr. Meade noted in his opinion the proposed Ordinance was for the Police Department's benefit.

Ms. Nadia Dawisha, advised she was a community member and a Miami University alumni. Ms. Dawisha noted she had been in and out of Oxford over the last 15 years. Ms. Dawisha advised it was great to share her opinions with Council and much of them were related to what Ms. Dutton shared when she spoke this evening. Ms. Dawisha noted when she read the document in question which she fully supported, one thing stuck out to her which was the accountability for inappropriate investigatory practices that re-victimized victims. Ms. Dawisha advised there was a long history of distrust between minority communities and the police but we have not talked about the distrust between sexual assault survivors, advocates and the criminal justice system. Ms. Dawisha noted sexual assault was a very traumatizing crime and it caused life long trauma for survivors including PTSD, anxiety, suicidal thoughts, eating disorders, and alcohol and drug addiction. Ms. Dawisha advised sexual assault survivors were 13 times more likely to abuse alcohol, 26 times more likely to abuse drugs and 4 times more likely to contemplate suicide. Ms. Dawisha noted studies also found that reporting to the police can re-traumatize victims and it was actually better for survivors not to report to the police. Ms. Dawisha advised that was not to say there were not good Police Officers out there but there was a larger system that had failed survivors more broadly. Ms. Dawisha noted as a sexual assault survivor advocate she supported the proposed Ordinance because it would provide a greater incentive for collaboration between Police Officers and advocates in the community. Ms. Dawisha advised having an advocate when reporting could make the reporting process significantly less traumatic for sexual assault survivors and survivors were more likely to stay in the process. Ms. Dawisha noted officers needed resources to implement best practices. Ms. Dawisha discussed a program that had been very successful in Ashland, Oregon called 'You Have Options' and noted Ashland had a population similar to Oxford's. Ms. Dawisha noted when survivors trusted the system, they would come forward, and she would love to work with the police to increase collaboration and create a more caring, empathetic process to implement best practices and send a message to men and women that they could be heard and they could be supported.

Ms. Ann Wengler, noted she was a resident of Oxford. Ms. Wengler advised she was somewhat offended by a statement made earlier questioning an incident she reported to the NAACP. Ms. Wengler noted because of her professional role with the student who reported the incident to her she was unable to use his name or give very many details about the situation. Ms. Wengler advised the person who reported the incident to her was a very honest person and she tried repeatedly to have him share it with someone in authority but he was too afraid to. Ms. Wengler noted the student did not trust the City of Oxford or white people in Oxford. Ms. Wengler advised this was an example of why the Police Community Relations and Review Commission needed to be pushed forward.

Ms. Southard read the following into the record (in part): 'I think this Ordinance addresses one of the most pressing issues facing us as Americans today. How we can improve safety for all citizens and improve race relations in America. The question was posed just that way during the Presidential Debate on Saturday night. The legacy of distrust the history of this country has left us with is really tragic. The cultural climate has resulted in terrible injustices of which we all should be aware and we have to work together to make all of our citizens safe and improve trust among people. One way to achieve this goal is by establishing this Police Community Relations and Review Commission. Throughout the country communities are establishing such commissions. Recently I was on the trails in Yosemite National Park and a City Councilor from a near by Ohio town and I had the opportunity to discuss the most pressing issues facing our cities. He said a civil rights commission had just been established in his town. The commission this Ordinance establishes is an opportunity to promote dialog between the Police Department and Oxford citizens. It offers an opportunity to protect citizens and individual Police Officers so it can be mutually beneficial. It offers an opportunity to increase multi-cultural sensitivity and it's a way to prepare for the future should larger problems occur that we have not foreseen. It's a backstop we need now so one person or one group does not bear the sole responsibility for promoting dialog. A lot of work and collaborative discussion by many people has gone on to complete this Ordinance and thanks are due to many people for making this happen including City Manager, Doug Elliott. Establishing the commission with 7 members allows us to represent all segments of our community. The members are encouraged to attend the Oxford Citizens Police Academy and at least one weekend late ride-along with the Oxford Police Department. I recommend that to everyone interested in how our community operates. The Oxford Citizens Police Academy is a very worthwhile course. I graduated from it the first spring after being elected to Council in 2013 and Councilor Rousmaniere attended a few years earlier. My ride-along was on Green Beer Day and it was a real eye opener to see how the police deal with situations many people prefer to avoid. I expect the tone of this commission to be cooperative, civil, not adversarial or confrontational. The goal is to promote dialog and solve problems together. As written I think it's a good Ordinance and I hope we pass it without delay.'

Ms. Rousmaniere advised she was in favor of the Ordinance and thanked Lt. Jones for approving it even with the modifications spoken about this evening. Ms. Rousmaniere noted Fraternal Orders of Police across the nation were keeping alert of these Ordinances which were not easy to negotiate and she appreciated the support for them. Ms. Rousmaniere advised it was a beginning and Council would see how it worked.

Mr. Snyder noted he would not be on Council when this Ordinance was voted on but he supported it as written. Mr. Snyder asked for clarification from Ms. Dutton as to whether the CRC wanted the 2nd reading delayed. From the audience Ms. Dutton replied no.

Mr. Keebler advised he had mixed feelings. Mr. Keebler noted he definitely thought there was a need for a CRC that had oversight and review of the OPD. Mr. Keebler noted Oxford had quite a few Boards and Commissions for a City its size and to find interested and qualified community members to fill all the positions was difficult. Mr. Keebler advised often there was not enough substance of business to keep members interested once they were appointed. Mr. Keebler noted in the 8 years he had been on Council two commissions were eliminated for those reasons and recently Ms. Southard inquired about the inactivity of the Parking and Transportation Board.

Mr. Keebler advised all boards and commissions depended on City staff to support them and take part in their meetings which affected their other duties. Mr. Keebler noted it appeared the City had an extremely well functioning CRC with very few complaints over the years. Mr. Keebler suggested re-shaping the current CRC for those not comfortable with taking complaints to the Police Department or to the City Manager. Mr. Keebler advised if Council voted in favor of the proposed Ordinance they needed to consider how to get a good diverse group of citizens to serve and suggested a Sub-Committee of Council interview the applicants. Mr. Keebler referred to page 39 of the agenda and noted the purpose statement appeared to be more of an opening statement opposed to an ongoing statement of purpose. Mr. Keebler suggested an amendment to read as follows: 'The purpose of the PCRRC is to ~~improve~~ *ensure open* communications between the City of Oxford Police Division and the community, ~~increase~~ *ensure* police accountability and credibility with the public, and to ~~create~~ *ensure* a fair and impartial complaint process.' Mr. Keebler noted he felt the amendment would make it an ongoing statement. Mr. Keebler advised he felt Council should think about the timeline to file a complaint noting 30 days was not enough time and 1 year was a long time for people to remember what really happened and be able to do a fair investigation for the complainant and for the party. Mr. Keebler suggested 6 months would be adequate.

Mr. Snyder and Ms. Rousmaniere were not in favor of the suggested amendment to the proposed Ordinance noting the language had been well vetted.

<u>Mr. Keebler moved to amend the proposed Ordinance as stated above. Mr. Blackburn seconded. The motion failed 1-6-0 with Mr. Blackburn, Ms. Rousmaniere, Mr. Smith, Mr. Snyder, Ms. Southard and Mayor McKeehan voting nay.</u>

Ms. Rousmaniere noted tonight was the first reading of the proposed Ordinance and Council would vote on it at the next meeting.

<u>ORDINANCES</u>
<u>SECOND READING</u>

<u>ORDINANCE</u>
<u>CONDITIONAL USE</u>

An Ordinance No. 3333 Approving A Conditional Use Permit To Allow For Shared-Use Parking Between Two Adjacent Lots At 10 University Avenue Oxford, Ohio 45056 With Conditions. (Jung-Han Chen, Community Development Director)

Mr. Chen advised he had no new information since the first reading of the proposed Ordinance.

Mayor McKeehan inquired if there were any comments from the public or from Council and there were none.

<u>Mr. Snyder moved to adopt Ordinance No. 3333. Mr. Smith seconded. The Ordinance was adopted by the following roll call:</u>

AYE: Ms. Rousmaniere, Mr. Smith, Mr. Snyder, Ms. Southard, Mr. Blackburn, Mr. Keebler Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
PRELIMINARY PLANNED DEVELOPMENT

An Ordinance No. 3334 Accepting The Planning Commission's Recommendation For Preliminary Plan Approval Of A Planned Development For One (1) Acre Of Land At 5990 Contreras Road Oxford, Ohio 45056 To Allow The Reconfiguration Of An Existing Structure For Residential and Office Uses With Conditions. (Jung-Han Chen, Community Development Director)

Mr. Chen advised he had no new information since the first reading of the proposed Ordinance. Mr. Chen noted the amended language from the first reading was reflected on page 70 of Council's Packet.

Mr. Scott Webb, Agent, advised he and his clients were happy with the conditions set forth in the proposed Ordinance and they would appreciate Council's consideration.

Ms. Kathleen Zien, Joseph Drive, read the following into the record (in part): 'I live around the corner from this house and have for 30 years. Council has the obligation not to degrade an area caused by a greedy owner who deliberately overpriced a property to convince you it couldn't sell and that a spot rezone was the only option, it's not. Dumping their greed in Council's lap is not an option. You're told it's the best adaptive reuse, it's not. The house doesn't need to be repurposed it needs to be repriced. You're told the McCarthys are proud to be only the third owners of the house. They'd be the third owners who ultimately ruin it. The property and ground will never return to the grand corner it is. Their other threat is to tear it down and that speaks volumes. One of Oxford's better Planners was Kelly Templin, during his tenure he repeated its never been nor should it ever be the City, a board or Council's responsibility to guarantee income or profit for an applicant or proposal. Deliberately overpricing the house at $650,000 for 3 years now at $445,000 is the excuse it can't be sold. It can and would in the right hands of a realtor who sells not only single family homes but those with history and character. You don't ruin the front and sides of the property with vehicles and diminish property values for those who live around it. Nor do you price a home to recoup years of property taxes, utility bills or gutter replacement. Ownership is annual and on going expenses. Connie McCarthy is a university architect and Pete McCarthy knows construction. They knew what they bought. The staff report makes excuses saying it takes money to maintain an older home. It takes money for a new home larger or smaller than this one. Mr. Keebler can spin his opinions about the house and its proposed reuse but it doesn't change reality. The property is currently R1B Single Family Medium Density. Changing any part of that building to a Planned Development with office use is really RO changing the zone for this one location, one property, one owner, is spot rezoning. Likewise changing any part of that building or property to R3 Multi Family changes the R1B designation for this one location, one property, one owner is spot rezoning.

Both tactics were tried separately and denied. Multifamily was unanimously denied by Planning this August. Substituting the phrase Planned Development doesn't change what is a rezoning request and McCarthy and Webb know this. Council needs to take a big gulp and admit you've been duped by an agent who knows word swaps better than City staff and tries to out fox you by doing an end run around the zoning code with justified denials now rolled into one. Possible office tenants are a pipe dream. Planning's wish list of doctors, lawyers, dentists and engineers is no guarantee. Permitted uses do include barber and beauty shops and instructional studios like yoga or dance. Please don't mislead Council or the public saying this would only be professionals, it won't. You can't control tenants nor career. Whoever fits a permitted or conditional use is a candidate with an administrative approval behind closed doors or a visit to the BZA where unfortunately most requests are approved. Whoever writes a rent check might be taken. The City is understaffed to monitor use or occupants. Who's going to count whether there are 2 or more adults living in units. This building would be far different than our single family homes in Wespiser Place that we can monitor with the overlay requirements. Applicants say anything to boards or Council to get approvals. The same agent, Webb for Clawson promised if you rezone South 27 it would never result in student housing. What did you get, 668 beds marketed to students. The applicants knew the deception yet Council didn't hold them to their promise. This shouldn't be a neighborhood experiment. It would be bad enough to have any business at this location, there's been none there for 119 years. A 12 hour business day is out of line. I'll hope this is denied but even before a vote you must change the 8 a.m. to 8 p.m. condition. No attorney will be sitting around a dozen hours and there are no professional offices in town open 12 hours a day. Council must hold the McCarthys accountable for their insistence on an inflated price that keeps it out of single family hands which resulted in this predicament.'

Ms. Zien was reminded she was exceeding the allotted time for public comments.

Ms. Zien noted others tonight had exceeded the allotted time. Ms. Zien proceeded to ask Mr. and Mrs. McCarthy about the pricing of their home.

Ms. Zien was told she was out of line.

Ms. Janis Dutton, advised she was appalled by the First Amendment violation she just witnessed by City Council. Ms. Dutton told Mr. Keebler just because he didn't like what Ms. Zien was saying, he could not silence her, and others had exceeded 3 minutes this evening. Ms. Dutton noted she was outrageously offended by the police comments this evening quoting Teddy Roosevelt who was a known racist and claimed it was the white man's job to take care of inferior people. Ms. Dutton advised because we don't like what people say does not mean we can cut them off. Ms. Dutton noted everyone had to be treated equally.

Mayor McKeehan clarified the allotted time was 5 minutes and people had exceeded 5 minutes this evening including Ms. Zien.

From the audience, Ms. Zien inquired why others weren't asked to stop speaking.

Mr. Keebler read the following into the record (in part): 'Ms. Zien called me out at the last meting and then marched out before Council comments. To keep that from happening again this week, and this being my last Council meeting, I'd like to make some comments relative to Ms. Zien's constant harangue of the Planning Commission and Council.

As a member of both groups the last 8 years, I've rarely heard you say anything positive when addressing these bodies. To listen to you, all developers are bad people, development in general is bad for the City, and what one should expect to profit when they sell or develop their property should be limited or non-existent. It seems when it comes to zoning and development the Planning Commission and Council rarely do anything right in your eyes. The way you talk to us one would think the staff, Planning Commission and Council members are incapable of analyzing proposals, reviewing them against our codes, and making a judgement in the best interest of the community, unless of course, you point out every detail to us at nauseam. Your tone is always condescending, and your comments always seem to question the agents and petitioner's motives, even calling them names. You send Planning commission members no less than 5 long and rambling emails in one week regarding the petition we're considering tonight. When it came to that body you varied the fonts and highlighted to emphasize points and even provided notes telling us how to read it. Then, while speaking at the Planning Commission meeting you restated what you already told us in the emails, and you wonder why we don't want to listen to you for any longer than 5 minutes? During your speech, you threw some white cardboard shapes on the floor talking about 2x4s or 2x3s or some such thing, what are we kindergarteners, first graders? Do you really think treating members of the Planning Commission and Council this way is going to make us think differently? It only serves to posture us against you and turn you off. You stand there and paint the McCarthys as bad guys. Yes, they made several attempts to expand the use of their property, everything they did was according to our codes and within their rights. They properly worked through the system and shouldn't be berated for it. The number of previous attempts have no bearing on today's application. It was the same for Trinitas on US 27 South. You constantly brought up the fact they tried before and got rejected, so what, it's their right, they worked the system. At the last meeting you talked about your 35 years, your in depth research and claim of citizen following and while I'm sure some citizens agree with you, you only represent yourself. From my observations your in depth research is always slanted toward your stance and your comparison with legal decisions around Ohio are often flawed. If we regularly denied petitions based on the points you make, we'd be in court on every denial and we'd usually lose. In mediation with Trinitas the judge told us we'd likely lose in court. We can't make development approvals based on public opinion, they have to be made on the proper application of our codes. You stated at the last Council meeting since none of us live adjacent to the Contreras property we don't care what happens there and I resent that. I believe all of us here always try to look at the whole picture and balance the needs of the citizens as a whole with the needs of those most affected. I think we have a great place to live here, a great looking Uptown, an attractive mixed use development at Stewart Square, a beautiful mixed use development on Locust Street with a fantastic new library, all developments you spoke out against. Forbes Magazine just named us Best College Town in America and Ohio Magazine just listed us as Best College Town in Ohio. We must be doing something right. We all care, we're not perfect, from time to time we wish we could take something back we gave away. I believe the vast majority of our citizens think we do a pretty good job, otherwise I think we'd see a lot more citizens before us. I can only remember once in the last 8 years your presence before Planning or Council affected the outcome of the vote and that was the Kroger gas station. You were adamantly opposed, this station was part of a nationwide business model, the local customers wanted the discount station. I don't think any of us really wanted another station in that area but I am convinced if we denied the request, they would have eventually abandoned the Tollgate area and moved to College Corner Pike, which none of us felt would be good for Oxford.

While you did not get your way, your pictures of unsightly conditions at other Kroger sites caused us to add several conditions regarding ancillary storage structures, outside sales and down lighting that really improved the project. Other than that, I can't think of another time when your diatribes were effective. If you want to be listened to in the future, change your tone, quit treating us like we have no ability to think on our own, be concise at the podium making points in the allotted time without criticizing everyone that brings forth a project, deal only with the facts pertinent to the decision and eliminate the multiple rambling emails you bury us with if you want them to be read. And one last thing, you accused us at he last meeting of not enforcing the time limit when males stand before us but enforcing it on you because you are a female. The answer is we probably do give a little more leeway to citizens who we rarely or never hear from, especially the elderly as opposed to someone who is in our face at every meeting and knows the rules. To suggest it's a male/female thing is absolutely absurd.'

Ms. Rousmaniere noted proposals made through the Planning Commission or Council were in her interest but as an elected official it was not in her interest to know why or how someone did or did not sell a house or why a single family did or did not want to live in a house. Ms. Rousmaniere advised she was a Council Representative on the Planning Commission and they worked through this proposal and she supported it. Ms. Rousmaniere noted this was not spot rezoning and she opposed rezoning and particularly spot rezoning. Ms. Rousmaniere advised this was a Planned Development with conditions recommended by the Planning Commission. Ms. Rousmaniere noted the house was part of the Neighborhood Conservation Overlay District encompassing the neighborhood down the street which restricts the number of un-related people that could live there. Ms. Rousmaniere advised the conditions as set forth in the proposed Ordinance restricted the type of professional offices and what the outside of the home could look like including any signage. Ms. Rousmaniere noted the footprint would be maintained as well as the historical character. Ms. Rousmaniere advised this was an adaptive reuse which was something the Comprehensive Plan proposed. Ms. Rousmaniere noted regardless of the change or stability of the neighborhood, the Planning Commission wanted to preserve this structure and the Planned Development would achieve that. Ms. Rousmaniere advised even if the house was eventually sold, the Planned Development would go with the house. Ms. Rousmaniere noted if the house was sold without the Planned Development in place, it could be torn down and 2 or 3 units could be built in its place. Ms. Rousmaniere advised she felt this was a good plan and she was proud to support it.

Mr. Snyder concurred with Ms. Rousmaniere and noted he supported the recommendation of the Planning Commission.

Mr. Smith noted he was the Chair of the Historic and Architectural Preservation Commission when they awarded the home with a Historic Marker. Mr. Smith advised he had done a lot of work in historic districts on historic properties and large houses like this were difficult. Mr. Smith noted these type of homes took a lot of time and money to maintain and to heat. Mr. Smith advised he felt the best plan to preserve the house and its character was the plan on the table and he supported its adaptive reuse. Mr. Smith reminded everyone this was a Preliminary Planned Development approval and when someone came forth with a final plan there would likely be more spirited discussions.

Mr. Blackburn noted this was a chance to repurpose the house. Mr. Blackburn advised he felt a tattoo parlor or beauty shop would not have the where-with-all to maintain the property. Mr. Blackburn noted the office use would likely be for a doctor, dentist or lawyer who could maintain the property and keep it a very good product representing the community. Mr. Blackburn advised he would vote for the proposal.

Mr. McHugh referred to the proposed Ordinance on page 70 of Council's packet Section 3 (a) and made a suggestion to further clarify the intent.

Mr. Snyder moved to amend Section 3 (a) to read (in part) 'limited to *only* those *professional office* uses specifically enumerated in Oxford Zoning Code Section 1159.17'. Mr. Keebler seconded. The motion passed 7-0-0.

Mr. Keebler advised he felt Ms. Rousmaniere did a great job of enumerating why the proposed Ordinance should be adopted.

Mayor McKeehan agreed with Mr. Keebler and noted it was a satisfactory reuse of the property, it saved the home and it was not being rezoned. Mayor McKeehan advised even if the owners decided not to go this route, the property remained R1B Single Family and he would support the proposed Ordinance.

Ms. Rousmaniere moved to adopt Ordinance No. 3334 as amended. Mr. Smith seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Smith, Mr. Snyder, Ms. Southard, Mr. Blackburn, Mr. Keebler, Ms. Rousmaniere, Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
2016 APPROPRIATIONS

An Ordinance No. 3335 To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2016. (Joe Newlin, Finance Director)

Mr. Newlin advised he had nothing new to report and offered to answer any questions.

Mayor McKeehan inquired if there were any questions or comments from the public or from Council and there were none.

Mr. Snyder stepped away from the dais.

Mr. Blackburn moved to adopt Ordinance No. 3335. Mr. Smith seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Southard, Mr. Blackburn, Mr. Keebler, Ms. Rousmaniere, Mr. Smith, Mayor McKeehan (6)

NAY: None (0)

ABS: None (0)

ORDINANCE
BUDGETED TRANSFERS

An Ordinance No. 3336 Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2016. (Joe Newlin, Finance Director)

Mr. Newlin advised he had nothing new to report and offered to answer any questions.

Mayor McKeehan inquired if there were any questions or comments from the public or from Council and there were none.

Mr. Snyder moved to adopt Ordinance No. 3336. Mr. Smith seconded. The Ordinance was adopted by the following roll call:

AYE: Ms. Southard, Mr. Blackburn, Mr. Keebler, Ms. Rousmaniere, Mr. Smith, Mr. Snyder, Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
BUDGETED ADVANCES

An Ordinance No. 3337 Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2016. (Joe Newlin, Finance Director)

Mr. Newlin advised he had nothing new to report and offered to answer any questions.

Mayor McKeehan inquired if there were any questions or comments from the public or from Council and there were none.

Mr. Snyder moved to adopt Ordinance No. 3337. Mr. Blackburn seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Blackburn, Mr. Keebler, Ms. Rousmaniere, Mr. Smith, Mr. Snyder, Ms. Southard, Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

ORDINANCE
2016 FEES & CHARGES

An Ordinance No. 3338 Adopting Fees And Charges For Fiscal Year 2016. (Joe Newlin, Finance Director)

Mr. Newlin advised he had nothing new to report and offered to answer any questions.

Mayor McKeehan inquired if there were any questions or comments from the public or from Council and there were none.

Mr. Snyder moved to adopt Ordinance No. 3338. Mr. Blackburn seconded. The Ordinance was adopted by the following roll call:

AYE: Mr. Keebler, Ms. Rousmaniere, Mr. Smith, Mr. Snyder, Ms. Southard, Mr. Blackburn, Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

RECOGNITION FOR
SERVICE ON COUNCIL

Mayor McKeehan recognized outgoing Council members Richard Keebler and Steve Snyder and thanked them for their service and for all they had done for the community over the years. Mayor McKeehan noted it was his pleasure to serve on Council with Mr. Keebler and Mr. Snyder and thanked them for all the help and direction they had given him as a Councilor and as a Mayor.

Mr. Elliott thanked Mr. Keebler and Mr. Snyder for their many years of service to the community. Mr. Elliott noted he was sure they would both stay involved with the community in other ways. Mr. Elliott advised it had been his pleasure to work with both Mr. Keebler and Mr. Snyder.

Mayor McKeehan presented Mr. Keebler and Mr. Snyder with a token of appreciation from the City which included a City logoed stadium blanket and sweater.

Mr. Blackburn thanked Mr. Keebler and Mr. Snyder for their service and noted they had grown up in Oxford and knew the history of Oxford and of older buildings in town which had been very helpful.

Mr. Keebler noted after 34 years on the Fire Department he thought he had served the City enough and then he decided to run for Council. Mr. Keebler advised he enjoyed his time on Council and it was hard to believe 8 years had passed. Mr. Keebler noted during that time he felt Council members had worked extremely well together and made quite a few accomplishments. Mr. Keebler advised Council spent wisely during the recession and maintained a sustainable budget without cutting programs or laying off personnel like so many cities had to do. Mr. Keebler noted with a lot of help from Oxford citizens who approved an earnings tax increase of ¼%, the City's Fire Department was transitioned from volunteers responding from home to having a crew on station 24/7 and paramedic level EMTs were implemented in place of Basic EMTs. Mr. Keebler advised an addition was built onto the fire station to provide living quarters for the personnel without taking on any debt. Mr. Keebler noted with the purchase of the former library building the City would be able to provide adequate space for City administration and the Police Department. Mr. Keebler encouraged City staff to make improvements to the Municipal Building as part of the renovation plan. Mr. Keebler advised during his tenure, the College Corner Pike improvement project was completed and the US 27 S. improvement project was well underway. Mr. Keebler noted a host of other important accomplishments occurred as well. Mr. Keebler thanked his fellow Councilors current and former for working with him the last 8 years and thanked Mr. Elliott and other members of City staff for helping guide Council. Mr. Keebler thanked all City employees for their hard work and dedication. Mr. Keebler thanked Oxford citizens for giving him the opportunity to serve on Council and noted his hope he served them well. Mr. Keebler encouraged more citizens to consider running for Council and to apply for positions on Boards and Commissions noting it was not only rewarding, it was vital to the future of our City.

Mr. Snyder thanked the community for electing him to 3 full terms on Council and 1 unexpired term. Mr. Snyder thanked City staff for their efforts and noted having competent professionals working to assist Council made their jobs easier. Mr. Snyder thanked his colleagues on Council noting he had fun and would miss them. Mr. Snyder advised there were other things he planned on doing in the community and he would see everyone around town.

ANNOUNCEMENTS AND COMMUNICATIONS

Mr. Elliott advised an Orientation for the new Councilors Steve Dana and Glenn Ellerbe was held last week at the Municipal Building. Mr. Elliott noted he and City staff held an orientation each time there were newly elected Council members to give Department Heads the opportunity to share information about their operations. Mr. Elliott advised he looked forward to working with the new Council members.

Mr. Elliott advised the City planned to close on the former library building on Thursday and he would provide a space needs analysis and conceptual plan for the building to Council at a later date. Mr. Elliott noted plans included improving the Municipal Building for the Police Department expansion.

Mr. Dreisbach noted Mr. Keebler and Mr. Snyder would be missed and thanked them for their service.

Chief Holzworth thanked Mr. Keebler and Mr. Snyder for their service to the City and noted both gentlemen would be missed.

Mr. Newlin thanked Mr. Keebler and Mr. Snyder noting they would be missed. Mr. Newlin noted both of them had been on Council ever since he was employed with the City.

Mr. Chen thanked Mr. Keebler and Mr. Snyder for their service on Council. Mr. Chen thanked Mr. Keebler for his invaluable service on the Planning Commission.

Mr. Kyger thanked Mr. Keebler and Mr. Snyder noting his relationship with both of them went way back. Mr. Kyger noted he was on Council during Mr. Snyder's first tenure in the 1980's and he had known Mr. Keebler most of his life.

Mr. Kyger advised the BZA would consider an upcoming request to demolish the residence at 115 Bishop where something real important happened in November of 1953.

Mr. Kyger noted the Oxford Visitors Bureau received another $5,000 grant from Interactive Health for the Oats Trail.

Mr. Kyger advised a meeting would take place in December with officials from Amtrak to look at potential sites.

Ms. Brahier thanked Mr. Keebler and Mr. Snyder for their service noting it was a pleasure to know them. Ms. Brahier noted she appreciated everything they had done for the City and she appreciated their involvement in the community.

Mr. Keebler congratulated Ms. Brahier on her upcoming retirement.

Ms. Eaton thanked Mr. Keebler and Mr. Snyder for their service to the City noting it was her pleasure to serve as their Clerk.

Mr. McHugh noted it had been a great pleasure to serve Mr. Keebler and Mr. Snyder and responding to their questions at times and having lively debates at times which he found enjoyable.

Mr. McHugh referred to the closing on the library building on Thursday and thanked the Lane Library officials and counsel for their cooperation in the matter.

Mr. Smith thanked Mr. Keebler and Mr. Snyder for their help in learning the Council process over the past two years. Mr. Smith noted the discussions with them had been very enjoyable and he appreciated them both.

Ms. Rousmaniere noted she learned how to be a Councilor from Mr. Keebler and Mr. Snyder. Ms. Rousmaniere advised she learned how to be a Planning Commissioner from Mr. Keebler which took them to all kinds of places including court a couple of times. Ms. Rousmaniere noted to move from how she knew Mr. Snyder before to how she knows him now had been great. Ms. Rousmaniere advised they both would be missed.

Ms. Southard thanked Mr. Keebler and Mr. Snyder for their service on Council noting she had learned so much from both of them. Ms. Southard wished them a happy retirement from Council.

Ms. Southard wished Ms. Brahier a happy retirement from being the Director of Parks and Recreation and noted the Recreation Board would continue working towards a new pool.

Mr. Blackburn congratulated Ms. Brahier on her retirement noting she served the City very well.

Mayor McKeehan thanked Ms. Brahier for all she had done for Oxford including the coordination of the Veterans Day ceremony. Mayor McKeehan noted the recent Veterans Day Ceremony was a hidden gem in Oxford and a wonderful way to honor our veterans and those who have and continue to serve our country.

ADJOURN

Mr. Snyder moved to adjourn at 9:41 p.m. Ms. Southard seconded. The motion passed 7-0-0.

The Organizational Meeting of the Oxford City Council was called to order by Mayor Kevin McKeehan on Tuesday, November 24, 2015 at 7:00 p.m. Those members present were Bob Blackburn, Kate Rousmaniere and Mike Smith. Richard Keebler arrived at 7:01 p.m. Edna Southard and Steve Snyder were excused.

Staff members present: Mr. Doug Elliott, City Manager; Mr. Steve McHugh, Law Director; and Ms. Mary Ann Eaton, Clerk of Council.

APPROVAL OF AGENDA

Mr. Blackburn moved to approve the agenda. Ms. Rousmaniere seconded. The motion passed 4-0-0.

OATHS OF OFFICE

Mr. McHugh performed the swearing-in of the elected Council members: Mr. Steve Dana, Mr. Glenn Ellerbe and Ms. Kate Rousmaniere.

ADJOURN TO EXECUTIVE SESSION

Mr. Blackburn moved to adjourn to Executive Session at 7:10 p.m. in accordance with Ohio Revised Code Section 121.22 (G) (1) for the purpose of discussing the selection of Mayor and Vice Mayor and Council appointments to Boards and Commissions. Mr. Smith seconded. The motion passed by the following roll call:

AYE: Mr. Dana, Mr. Ellerbe, Ms. Rousmaniere, Mr. Smith, Mr. Blackburn,
Mayor McKeehan (6)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

Mr. Dana moved to adjourn from Executive Session at 7:25 p.m. Mr. Blackburn seconded. The motion passed 6-0-0.

ELECTION OF MAYOR AND VICE MAYOR & SWEARING IN

Mayor McKeehan advised Council would wait until the full Council was available on December 1, 2015 to elect the Mayor and Vice Mayor.

COUNCIL BOARD AND COMMISSION APPOINTMENTS

Ms. Rousmaniere nominated herself and Mr. Dana to serve on the Planning Commission, Ms. Southard to serve on the Recreation Board, Mr. Smith to serve on the Historic and Architectural Preservation Commission, Mr. Ellerbe and Mr. McKeehan to serve on the Community Improvement Corporation, Mr. Blackburn to serve on the Student Community Relations Commission, Ms. Rousmaniere to serve on the Environmental Commission, Mr. Ellerbe and Mr. McKeehan to serve on the Housing Advisory Commission, Mr. Smith and Mr. McKeehan to serve on the Firefighters Dependents Board, Mr. Blackburn and Ms. Rousmaniere to serve on the Woodside Cemetery Board, Mr. Dana to serve as an OKI representative, Mr. Blackburn to serve on the Senior Citizens Board of Trustees, Mr. Dana to serve on the Butler County Land Use Coordinating Committee, Mr. Blackburn to serve on the Visitors Bureau Board and Ms. Southard to serve on the Oxford Parking and Transportation Advisory Board for terms ending December 1, 2016. Mr. Ellerbe seconded. The nominations passed 6-0-0.

ADJOURN

Mr. Dana moved to adjourn at 7:37 p.m. Mr. Blackburn seconded. The motion passed 6-0-0.

A Regular meeting of the Oxford City Council was called to order by Mayor Kevin McKeehan on Tuesday, December 1, 2015 at 7:30 p.m. Those members present were Bob Blackburn, Steve Dana, Glenn Ellerbe, Kate Rousmaniere, Mike Smith and Edna Southard.

Staff members present: Mr. Doug Elliott, City Manager; Mr. Mike Dreisbach, Service Director; Mr. John Jones, Police Lieutenant; Mr. Joe Newlin, Finance Director; Mr. John Detherage, Fire Chief; 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. Dana moved to adjourn to Executive Session in accordance with Ohio Revised Code Section 121.22(G)(1) for the purpose of selecting the Mayor and Vice Mayor. Mr. Blackburn seconded. The motion passed by the following roll call:

AYE: Mr. Dana, Mr. Ellerbe, Ms. Rousmaniere, Mr. Smith, Ms. Southard, Mr. Blackburn Mayor McKeehan (7)

NAY: None (0)

ABS: None (0)

RETURN FROM EXECUTIVE SESSION

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

ELECTION OF MAYOR & VICE MAYOR

Mr. Dana moved to nominate Ms. Rousmaniere for the position of Mayor and Mr. Smith for the position of Vice Mayor. Mr. Blackburn seconded. The motion passed 7-0-0.

SWEARING IN

Mr. McHugh performed the swearing-in of Ms. Rousmaniere as Mayor and Mr. Smith as Vice Mayor.

Mayor Rousmaniere thanked former Mayor Kevin McKeehan noting he had been a role model of steady leadership and community engagement. Mayor Rousmaniere advised it was because of Mr. McKeehan that she was interested in the position of Mayor.

PLEDGE OF ALLEGIANCE

Mayor Rousmaniere requested the Pledge of Allegiance.

APPROVAL OF AGENDA

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

PUBLIC PARTICIPATION

**NOTICE TO
LEGISLATIVE AUTHORITY**

Transfer permit from Kona Bistro & Coffee Bar Inc. 31 W. High Street 1st Floor, basement and patio Oxford, Ohio 45056 to B Wing LLC DBA Kona Bistro 1st floor, basement and patio 31 W. High Street Oxford, Ohio 45056.

Mr. Blackburn recused himself from the discussion.

Mr. Kyger advised when a liquor license was bought, sold or transferred the City was notified by the Ohio Liquor Commission and the City had a 30 day period to respond to the notice. Mr. Kyger noted traditionally Council accepted the notice without comment but if there was an issue Council could request a hearing before the Liquor Control Board. Mr. Kyger advised Kona Bistro changed hands and the new owners Blake and Tyler Jennings were in attendance to answer any questions.

Mayor Rousmaniere noted the City received the notice and anytime a liquor license transferred hands it was required to be made public.

Mr. Tyler Jennings, introduced himself to Council.

Mr. Blake Jennings, noted he and his brother were excited to take over operations at Kona Bistro and between the two of them had worked there 14-15 years. Mr. Jennings advised they planned to carry on the tradition of the previous owners and to give the establishment a new look. Mr. Jennings noted they looked forward to working with everyone and thanked Council for their support.

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

PUBLIC COMMENTS

There were no comments from the public.

CONSENT AGENDA

REPORT

Report regarding the November 18, 2015 Board of Zoning Appeals Meeting. (Jung-Han Chen, Community Development Director)

RESOLUTION
VERIZON WIRELESS

A Resolution No. 4951 authorizing the City Manager to enter into a twelve (12) month Agreement with Verizon Wireless to provide cellular service for up to eighty (80) units for the City of Oxford in accordance with General Services Administration (GSA) Federal Supply Schedule Number GS-35F-0119P at an estimated cost of forty six thousand dollars ($46,000.00) automatically renewable at a cost not to exceed five percent (5%) annually. (Bob Holzworth, Police Chief)

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

RESOLUTIONS

RESOLUTION
EXTEND CONTRACT WITH
OXFORD TOWNSHIP

A Resolution No. 4952 authorizing the City Manager to extend the existing agreement between Oxford Township, Butler County, Ohio and the City of Oxford to provide Fire Protection and Emergency Medical Services to Oxford Township pursuant to the agreement for a period of one year. (Doug Elliott, City Manager)

Mr. Elliott advised the present contract for the provision of Fire and EMS Services to Oxford Township by the City of Oxford expires on 12/31/15 and it was a 3 year contract. Mr. Elliott noted a second follow-up meeting had not been able to be scheduled. Mr. Elliott recommended the present contract be extended with the same provisions for one additional year. Mr. Elliott advised a contract with Oxford Township had been in place for several and had worked well for both parties.

Mayor Rousmaniere inquired if the township was in favor of extending the contract and Mr. Elliott advised yes.

Mr. McKeehan inquired if there was a reason why a follow-up meeting was not held. Mr. Elliott advised he and staff had been busy focusing on the contract with the Butler County Sheriff's Office. Mr. Elliott noted Oxford Township owned some of the equipment used by the City which needed to be replaced soon and those negotiations would take some time.

Mayor Rousmaniere inquired if there were any comments from the public and there were none.

Mr. Smith moved to adopt Resolution No. 4952. Ms. Southard seconded. The motion passed 7-0-0.

RESOLUTION
EXTEND CONTRACT WITH
MILFORD TOWNSHIP

A Resolution No. 4953 authorizing the City Manager to extend the existing agreement between Milford Township, Butler County, Ohio and the City of Oxford to provide Emergency Medical Services to the western portion of Milford Township pursuant to the agreement for a period of one year. (Doug Elliott, City Manager)

Mr. Elliott advised the present contract for the provision of Emergency Medical Services to the western portion of Milford Township expires on 12/31/15 and it was a 2 year contract. Mr. Elliott recommended extending the present contract for one additional year.

Mayor Rousmaniere inquired if there were any comments from the public or from Council and there were none.

Mr. McKeehan moved to adopt Resolution No. 4953. Ms. Southard seconded. The motion passed 7-0-0.

ORDINANCES
FIRST READING

ORDINANCE
SUPPLEMENTAL BUDGET

An Ordinance Amending Ordinance No. 3286. Supplemental Budget Ordinance Number 8 To Make Supplemental Appropriations For Fiscal Year 2015. (Joe Newlin, Finance Director)

Mr. Newlin discussed the reasons for the supplemental budget as outlined on pages 16 and 17 of Council's Packet and offered to answer any questions.

Mayor Rousmaniere inquired if there were any comments from the public and there were none.

Mayor Rousmaniere noted this was standard procedure for appropriating monies at the end of the year and Council would vote on the Ordinance at the next meeting.

ORDINANCE
SECOND READING

ORDINANCE
NEW SECTION 141.04

An Ordinance No. 3339 Repealing Oxford Codified Ordinance Section 141.04 Entitled Police Advisory Board, And Adopting New Oxford Codified Ordinance Section 141.04 Entitled Police Community Relations And Review Commission. (Doug Elliott, City Manager)

Mr. Elliott advised the proposed Ordinance would establish a Police Community Relations and Review Commission and it was the result of several meetings and discussions with CRC members and others over the last 4 months. Mr. Elliott noted two members of the CRC were present this evening, Katherine Lok and Pat Meade. Mr. Elliott advised the purpose of this commission was to improve communications between the City of Oxford Police Division and the community, increasing police accountability and credibility with the public, and to create a fair and impartial complaint process. Mr. Elliott noted the commission would consist of seven members appointed by City Council and reflective of the community's diversity. Mr. Elliott advised as required by the City Charter, the City Manager or designee shall be an ex officio member without a vote and the commission shall meet at least quarterly. Mr. Elliott noted his hope the proposed Ordinance would increase the community's understanding of police work and what the police force did for the community. Mr. Elliott noted his hope the proposed Ordinance would enhance the citizen's understanding of the process for handling complaints against police officers and he hoped it would increase trust and confidence in the OPD and especially with the minority community. Mr. Elliott advised as City Manager, he must look at ways to continue to improve operations and the proposed Ordinance would reenact the Police Advisory Board with a more defined purpose. Mr. Elliott noted everyone wanted Oxford to be a welcoming and inclusive community and recommended approval of the proposed Ordinance.

Ms. Janis Dutton, Oxford resident, noted since the minutes of the last meeting were not yet available she wanted to put on the record again that the Community Relations Commission (CRC), the citizen body that oversees the civil rights of the citizens of Oxford had been working on language for the ordinance to create a citizen law enforcement oversight commission for many months. Ms. Dutton advised at the last meeting the CRC received a substantially altered ordinance and asked to table the decision until its next meeting. Ms. Dutton noted Council seemed unaware at the time that the CRC had not yet had a chance to met. Ms. Dutton advised at the last meeting she thought it was a peculiar disregard if not unintentional for the democratic processes that govern the City. Ms. Dutton advised she questioned the legality of having the ordinance on Council's agenda before the CRC met one more time to finalize the language. Ms. Dutton noted putting it before Council now seemed to violate a number of provisions of the City Charter and codified ordinances. Ms. Dutton advised for example, the City Manager decided this was the version to be brought forward which was effectively a vote and as an ex officio member of the CRC he doesn't get to vote or out vote the commission. Ms. Dutton noted she had a petition with 381 signatures and the petitions were circulated by the NAACP, Black Women Empowered, concerned students and other groups on and off campus. Ms. Dutton advised some people would not sign the petition because they feared for their safety and that was important for Council to hear. Ms. Dutton noted from the beginning of this effort a primary goal of the new commission was to collect and make public racial demographic data on stops, arrests, etc., not just to monitor complaints. Ms. Dutton advised the ordinance did not address that and referred to page 23 of the agenda and noted under 'Meetings' the requested data was left unspecified and under "duties' the yearly report only stipulated reporting data on the complaint process. Ms. Dutton advised from her experiences some specificity was very important as implied language and institutional memory were poor substitutes for codified language. Ms. Dutton noted she handed out some suggested amendments to people and she realized Council's job was difficult as she served on Council and boards and commissions over a 12 year period so she knew from experience. Ms. Dutton advised sometimes it was difficult to find courage to represent citizens by disagreeing with the City Manager on police practices or other code enforcement practices.

Ms. Dutton noted she understood and had been told that Council believed adding the language now appeared to be an end around police input but the end around was the act of putting the ordinance on the agenda last month. Ms. Dutton asked if Council would do the same thing to the Planning Commission had they tabled something they were considering. Ms. Dutton advised Council could put the amendments into the ordinance or they could table it until the next meeting. Ms. Dutton noted she had been following months of email exchanges on this issue and attended the last 2 CRC meetings and what she observed was a process laid by pot holes of white privilege. Ms. Dutton asked Council to table the ordinance, take 2 weeks to mitigate the white privilege, share the amendments with the Police Department and let the CRC see it one more time and take a formal vote. Ms. Dutton advised there were issues discussed at CRC meetings that were not addressed in the ordinance. Ms. Dutton asked Council to think about the message being sent to members of color in the community by not having the language in the ordinance. Ms. Dutton noted at this time she believed it essentially said black lives don't matter.

Ms. Linda M. Kimball, Melinda Drive, noted she had the opportunity today to watch the televised press conference of Chicago Mayor Emanuel announcing his decision to fire Police Superintendent McCarthy and to form the Chicago Police Accountability Task Force. Ms. Kimball advised this followed the release of the year old video of the killing of 17 year old Laquan McDonald who was shot 16 times by a police officer. Ms. Kimball quoted Mayor Emanuel as follows: 'Like many other cities in the country large and small the citizens of Chicago did not have the kind of trust in their police force to warrant their confidence in the integrity, accountability, transparency and responsiveness of the Chicago Police.' Ms. Kimball noted that was what the ordinance in question was about. Ms. Kimball advised if to serve and protect was not just a slogan but a mission of our local police it should include 'Police accountability, transparency, responsiveness and integrity'. Ms. Kimball noted this should be embraced by our police agency as an opportunity to share its data and its work experience with the citizens it is duty-bound to serve and protect. Ms. Kimball advised she felt the CRC should have been allowed to complete its work before the ordinance was presented to Council.

Mayor Rousmaniere inquired if CRC members were present to speak to this issue noting it was unclear to her if the CRC approved the language as presented.

Mr. Elliott advised he wanted to clarify Ms. Dutton's reference to democratic process noting he did not want the legislation to be rushed if Council based on public comments did not feel comfortable doing so. Mr. Elliott noted Ms. Dutton attended the last CRC meeting and he stated to CRC members that he wanted to bring the ordinance back to them at their next meeting to review. Mr. Elliott advised from the discussion he felt members did not want to delay the legislation. Mr. Elliott noted he had a conversation with Councilor Southard about bringing the legislation forward and he worked for City Council who represents the citizens of the community and are elected by the citizens in a democratic process. Mr. Elliott advised he felt he addressed many of the concerns that CRC members expressed and after some concerns were addressed the Police Department supported the ordinance. Mr. Elliott noted it was Council's decision to move forward or delay the legislation until the CRC met again.

Mr. McKeehan noted he recalled an email from a CRC member urging the legislation be passed by the end of the year. Mr. Elliott advised that was correct and he believed the ordinance reflected the concerns in the petition he received from Ms. Southard.

Ms. Dutton advised the ordinance did not stipulate the type of data to be collected and provided in the annual report.

Mr. Bob Black, Arrowhead Drive, advised his name was on the petition and he felt it was a good thing for the community. Mr. Black noted timing was important and it was important to get the ordinance right. Mr. Black inquired if more time would get the ordinance perfect and if perfection was the best way to bring this important tool to the police and to the community. Mr. Black noted that was the question he had as someone who supported the petition as well as an ordinance that moved the issue forward.

Ms. Katherine Lok, noted she was a CRC member and a Miami University student. Ms. Lok advised the CRC had worked on the ordinance for a few months and in her opinion is was robust and the CRC was in favor of it. Ms. Lok noted the specific data listed on the petition was not included in the ordinance and she felt the petition mostly showed people's support for the creation of the commission. Ms. Lok advised from her student perspective a lot of students were for this concept and saw a need for it. Ms. Lok noted she had been on Police Ride-Alongs and she felt the ordinance was not threatening to the police or to the public and it would only create communication and clarity. Ms. Lok advised the CRC was for the ordinance and to specify and perfect the exact data she didn't feel mattered as much as passing the ordinance since the community and the students were for it.

Ms. Jasmine Rogers, noted she was a senior at Miami and the President of Black Women Empowered, a student organization on campus. Ms. Rogers advised she felt the ordinance was needed and as a person of color on Miami's campus she has heard many complaints from even freshmen this year about confrontations with police. Ms. Rogers stated that students had been profiled just walking down the street and racial slurs had been thrown at them. Ms. Rogers noted the students come to her organization because their representation was a minority and they vent their qualms about feeling uncomfortable after they've been admitted to Miami. Ms. Rogers advised she had been told students were Uptown with a group of friends that were a majority and the police singled them out specifically and asked them what they were doing Uptown and asked the majority if they felt they were being harassed. Ms. Rogers noted she knew a lot of people that didn't want to sign the petition because they felt uncomfortable with their name on a formal document at this university and they feared for their scholarships and other things. Ms. Rogers advised this was definitely needed, she had heard many stories, and things had happened to her. Ms. Rogers noted representation and accountability needed to be strongly thought about as far as these movements and coalitions were concerned.

Ms. Alexis Thompson, noted as a student at Miami University, a member of Black Women Empowered, a member of the Black Activist Movement, a member of the Oxford community, a resident of Oxford, and as a person of color who was not well represented in this room, she felt the ordinance was necessary as a way her voice could be heard, understood and actually listened to.

Mr. Blackburn noted he felt the ordinance needed to be passed and if something wasn't right Council could always amend it. Mr. Blackburn advised he felt it was important for Council to get something in place.

Mr. Ellerbe agreed with Mr. Blackburn noting it was a good ordinance for the City. Mr. Ellerbe advised if there were amendments that needed to be made they could be made later especially after subsequent meetings.

Ms. Southard advised the intent of the ordinance was clear and the City was working towards transparency. Ms. Southard noted to address points Ms. Dutton made on data, the commission can ask for any kind of data, and it is to be provided. Ms. Southard noted it was essential for the City to have this ordinance, it was needed in the United States today and in this city today. Ms. Southard advised she did not think re-wording was necessary at this time and Council needed to pass the ordinance.

Mr. Dana asked for clarification regarding the role of the CRC and what would be achieved with some of the recommendations brought forth. Mr. Elliott advised he thought it was a good ordinance and as some Councilors suggested, it could be amended later if necessary. Mr. Elliott noted staff would provide whatever data the commission would like. Mr. Elliott advised he would be willing to meet with Ms. Dutton and discuss her concerns further. Mr. Elliott noted he felt the ordinance accomplishes what Ms. Dutton would like to see. Mr. Dana noted there was no question it was an immanently desirable measure to pass.

Mayor Rousmaniere noted there seemed to be a great urgency to pass the proposed ordinance and she approved passing it as is. Mayor Rousmaniere advised at least 388 people signed a petition supporting the Police Community Relations and Review Commission. Mayor Rousmaniere advised the Police Department approved it after much discussion as did members of the community and the NAACP. Mayor Rousmaniere noted Council could move it forward and if things weren't working they could amend it. Mayor Rousmaniere advised she felt it was too late in the game at second reading to want to table it and she didn't approve of amending it right now. Mayor Rousmaniere noted she didn't understand what the suggested change of language was and the Police Department had not seen it and the whole CRC had not seen it. Mayor Rousmaniere advised it was not a good time to stall on this issue as it was a major national issue and the point was to get this commission in place.

Mr. McKeehan advised he supported passing the ordinance as is and Council could always adjust it if they found flaws. Mr. McKeehan noted Council had done that numerous times with other ordinances in the past and would continue to do so in the future.

<u>Mr. Blackburn moved to adopt Ordinance No. 3339. Mr. Ellerbe seconded. The Ordinance was adopted by the following roll call:</u>

AYE: Mr. Ellerbe, Mr. McKeehan, Mr. Smith, Ms. Southard, Mr. Blackburn, Mr. Dana
Mayor Rousmaniere (7)

NAY: None (0)

ABS: None (0)

ANNOUNCEMENTS

Mr. Elliott updated Council and the public with regard to the City's Electric Aggregation Program and noted subsequent opt-out letters would be mailed on December 10th and 11th.

Lt. Jones announced an Open House would take place Tuesday, December 15th from 5-7 p.m. at the Fire Station to celebrate Sergeant Denny Colyer who was retiring after 33 years of service to the Oxford Police Department.

Ms. Brahier reminded everyone the Oxford Holiday Festival was Saturday, December 5th from 11:00 a.m. to 8:00 p.m. and it was a joint partnership with the Parks and Recreation Department, Visitors Bureau, Chamber of Commerce, Oxford Community Arts Center and the Talawanda Band Boosters. Ms. Brahier detailed the events of the day and evening and encouraged the community to attend.

Mr. Kyger noted he was unable to attend Council's Organizational Meeting and welcomed new Councilors Dana and Ellerbe and congratulated new Mayor Rousmaniere and Vice Mayor Smith. Mr. Kyger thanked former Mayor McKeehan for all of his work over the past 2 years.

Mr. McHugh reiterated Mr. Kyger's comments.

Mr. McKeehan thanked Councilors for supporting him during his tenure as Mayor and welcomed the new Councilors. Mr. McKeehan noted it had been a pleasure serving the City and serving as Mayor the last two years. Mr. McKeehan thanked former Vice Mayor Rousmaniere for covering speaking engagements and doing presentations for him as necessary when he had a scheduling conflict. Mr. McKeehan thanked City staff for their support during this time noting it was impressive and unwavering. Mr. McKeehan noted being Mayor was nothing he ever set out to do but it had been a very pleasant and enjoyable experience and he was glad he had the opportunity to do so.

Mr. McKeehan reminded everyone the Lions Club tree sales were open.

Mr. Blackburn advised he felt the new owners of Kona Bistro would carry on Tom Elliott's legacy and do a great job.

Ms. Southard thanked former Mayor McKeehan for his wonderful work the past few years noting she had learned a great deal. Ms. Southard advised she felt the new Council would work very well together and she was looking forward to it.

Mr. Smith encouraged everyone to shop local and noted the weather was going to be wonderful and he hoped to see everyone enjoying the Holiday Festival.

Mr. Dana thanked Mr. McKeehan for his work and the efficiency in which he had done it. Mr. Dana thanked Mayor Rousmaniere for her insights and passion for the work she does.

Mr. Ellerbe thanked former Mayor McKeehan and Mayor Rousmaniere for welcoming him to City Council as well as everyone else who had been a great help to him. Mr. Ellerbe noted this was a new experience for him and he hoped to add a lot of value to the City in the position.

Mayor Rousmaniere thanked Council for supporting her as Mayor and thanked former Mayor McKeehan for his leadership and for being a role model.

Mayor Rousmaniere noted she was pleased one of the first pieces of legislation the new Council passed was the ordinance for the Police Community Relations and Review Commission noting it was an ideal example of democracy at work.

ADJOURN

Mr. Dana moved to adjourn at 8:35 p.m. Ms. Southard seconded. The motion passed 7-0-0.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: December 15, 2015

Account Code No. #:

Budgeted Amount:

Community Development
Originating Department

Sam Perry
Prepared By

December 10, 2015
Date Prepared

HAPC MEETING REPORT – December 2, 2015

OLD BUSINESS
HAPC-2015-01, 10 North Beech Street, New Mixed Use Building, Canopy Detail, Greg Meyer/Treadon Architects, Applicant

The project architect presented details for the new canopy which was to be a replicate of the historic canopy. The Commission discussed the materials and colors of the canopy columns and decided upon unpainted brick columns to be consistent with the main building. The materials and design of the canopy and façade was approved as presented.

PRE-APPLICATIONS
HAPC-2015-12, 12 South Beech Street, Wall Mural, Tom Uhl, Applicant

Mr. Uhl, owner of Stella's restaurant and artist Joe Prescher, presented a concept for a wall mural to be located on the north facing wall of Stella's. The HAPC asked questions and provided feedback for the applicants to consider for a future Certificate of Appropriateness application. HAPC encouraged the concept of murals in the district. The consensus was that a mural in this location could be done appropriately.

HAPC-2015-14, 9 West Walnut Street, one-story to two-story conversion, Scott Webb, Applicant/Agent

Architect Scott Webb presented a design for altering an existing one-story house on West Walnut Street. The house and porch would remain in place while the second story would be added. A variance would be required because of a setback conflict. The HAPC asked questions and gave design feedback for consideration prior to the Certificate of Appropriateness application. The consensus was that a second floor could be appropriate for this building at this location.

The next regular meeting is January 6, 2016.

Department Head: jhc / 12/10/15
City Attorney: /
City Manager: DRK / 12-11-15

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: December 15, 2015

Service Department
Originating Department

Account Code #: N/A

David Treleaven
Prepared By

Budgeted Amount: N/A

December 4, 2015
Date Prepared

Agenda Title:	Environmental Commission Meeting of December 2, 2015

Recommendation:	For Review and Consideration

Discussion:

Environmental Commission members present at the Wednesday, December 2, 2015 meeting were: Chair, Mr. Wright Gwyn; Vice-Chair, Mr. Vince Hand; City Council Representative, Mayor Kate Rousmaniere; Planning Commission Representative, Mr. Robert Bell; Mr. Ted Wong, and Mr. Kevin Armitage. A quorum was present. Also in attendance were two Oxford residents, Ms. Mariah Maurer, a Miami University (MU) Global and Intercultural Studies Department employee and a graduate student in the MU Institute for the Environment and Sustainability, and Dr. Karsten Maurer with the MU Department of Statistics. Ms. Mariah Maurer is considering applying to be on the Environmental Commission.

The minutes from the October 7, 2015 Environmental Commission meeting were unanimously approved as presented. As there was not a quorum at the November Commission meeting, there are no minutes

Mayor Rousmaniere informed the Commissioners that City Council announced their intentions to study the Planning and Zoning Codes (Chapter Eleven of the City of Oxford's Codified Ordinances) for possible revisions. The recent development proposal for the Fields at Southpointe suggested that the existing Codes may be too vague, with perhaps too much emphasis on the spirit of intentions rather than specific requirements for developments. Oxford's City Planner had previously suggested that the Environmental Commission may contribute to the Planning and Zoning Codes' review with examination of the existing's Codes sensitive development areas (Oxford Codified Ordinance Chapter 1101.402), planned developments (Chapter 1145), and crafting environmental requirements for major site development plans.

Mr. Bell stated the Planning Commission has not yet established a sub-committee for the review of Planning and Zoning Codes, and/or a recommendation of a consultant to do such. Several Environmental Commissioners expressed concern that a representative of the Environmental Commission should be included in the review subcommittee. It was concluded to await the Planning Commission to establish the review subcommittee prior to selecting a potential representative from the Environmental Commission. With two Environmental Commissioners already involved with the Planning Commission (Mayor Rousmaniere and Mr. Bell), it was possible one (or both) could be assigned to the review subcommittee.

(Continued)

Approved By:

	Initial	Date
Department Head:	MBD	12/8/15
City Manager:	DRE	12/11/15

The Commissioners had previously chosen to review Planned Unit Development (PUD) codes and regulations as the first of the city planner's three suggested topics. Chair Gwyn summarized his review of the PUD Code from Yellow Springs, Ohio. Like Oxford's PUD Code (Codified Ordinance Chapter 1145), Yellow Spring's PUD Code presents alternate types of flexibility to development, similar to the intent of conservation development. An internet link to the Yellow Spring's PUD Code had previously been shared by Chair Gwyn. The Commissioners were requested to review Yellow Spring's PUD Code, with the idea of developing a hybrid of that Code and Oxford's PUD Code. Vice-Chair Hand reported he had contacted Ms. Alison Goebel, Assistant Director of the Greater Ohio Policy Center for potential examples of existing PUD regulations, and/or potential informational sources on PUDs. Ms. Goebel suggested the Cities of Yellow Springs and Columbus, the Ohio-Kentucky-Indiana Regional Council of Governments, the Miami Valley Regional Planning Commission, Mid-Ohio Regional Planning Commission, the State of Ohio's Balanced Growth Program (reportedly, more watershed-focused), and the American Planning Association, Ohio Chapter. Commissioners volunteered to research these various organizations for applicable PUD ideas and language. Summaries and suggestions from these sources to Oxford's PUD Code are to be provided to Mr. Bell before Saturday, January 2, 2016 to allow time for the information to be compiled prior to the Wednesday, January 6, 2016 Commission meeting.

Staff updated Commissioners on the 2014 Tree City USA application. Oxford achieved the four standards to qualify for Tree City USA status, with a per capita expenditure of $3.22 (total qualified urban forestry expenditures were $68,762). If approved, this will be Oxford's 20th consecutive year as an Arbor Day Foundation's Tree City USA. The application is due by Friday, December 4th to the Ohio Department of Natural Resources, Division of Forestry for their review, approval, and subsequent submittal of the application to the Arbor Day Foundation.

The Commissioners concluded discussion at 8:40 p.m. The next scheduled meeting of the Environmental Commission is on Wednesday, January 6, 2016 at 7:00 p.m., in the Municipal Building's Second Floor Conference Room.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Fire Department
Originating Department

Council Meeting Of: 12-15-15

John Detherage
Prepared By:

Account Code No. #: 418.151.52340

Budgeted Amount: $181.00 mo./ 60 month lease

12-03-15
Date Prepared

Agenda Title: A Resolution authorizing the Fire Department to enter into a contract with Woodhull, LLC for a 60-month lease on a Ricoh Aficio MP C2503 copier, printer, scanner and fax machine.

Recommendation: Adopt the Resolution

Discussion: Recently, we have had multiple contacts with our current copier service for maintenance on our machine. Service calls are becoming more frequent. The technician advised that it's becoming very difficult to locate parts to repair our machine. He also stated that it is rapidly approaching the end of its life. This machine was handed down to our department from the City building. The machine is out of production so the parts are becoming hard to find increasing the amount of downtime.

We propose to enter into a contract for a 60-month lease agreement paying $181 per month, billed quarterly. This includes all maintenance and parts.

Approved By:

	Initial	Date
Department Head:	JD	12-03-15
City Attorney:		
City Manager:	DRE	12/11/15

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WOODHULL, LLC FOR A 60-MONTH LEASE OF A RICOH AFICIO MP C2503 COLOR COPIER.

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

SECTION 1: The City Manager has reviewed information submitted for the replacement of the existing Fire Station copier equipment and has recommended that the current copier equipment be replaced with the Ricoh Aficio MP C2503 color copier.

SECTION 2: The City Manager has recommended that the City enter into a 60-month lease with Woodhull, LLC for the Ricoh Aficio MP C2503 color copier at an estimated monthly cost of $181.00 per month plus $0.014 per black and white copy in excess of 2,500 copies and $0.085 per color copy.

SECTION 3: Council having reviewed the City Manager's recommendation, hereby authorizes the City Manager to enter into an agreement, in a form acceptable to the City Law Director, with Woodhull, LLC for a 60-month lease of the Ricoh Aficio MP C2503 color copier.

SECTION 4: Funds have been appropriated in an amount in excess of the annual cost authorized.

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

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

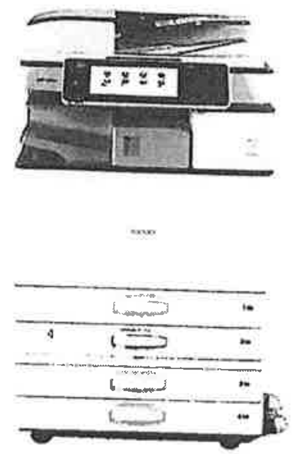
Oxford Fire Department
217 S Elm St
Oxford, OH 45056

Woodhull
network your paperwork
Prepared December 3, 2014
(Valid for 30 Days) Excludes Tax

document management system

Ricoh Aficio MP C2503

25 Pages per Minute – Black & White Images
Four 550 Sheet Paper Trays Plus Bypass Tray
2300-Sheet Paper Capacity
Auto Document Feeder
Unlimited Duplexing (2-Sided)
Unlimited Electronic Sorting Console
Internal Stapler Finisher
Full Color, Tiltable 9" Control Panel
USB and SD Card Printing
Print From Smartphone
Fax



60 Month Lease Rate	$181
Purchase Price	$8,156

network integration

Network Printing, Scanning, and Faxing

Scan to email and Scan to File – PDF, JPEG and TIFF Formats
PCL for Windows Platform (PS3, Mac and UNIX Optional)

Included

installation setup

Configuration and Training

Network Configuration & Training
Web Admin Tools
Comprehensive End-User Walk-up Training

Included

service support

Customer Care Program

Unlimited Service Calls and Travel
Parts, Toner, Developer and Supplies (excludes paper & staples)

Included

Black and White Overages Billed at	0.014
Color Overages Billed at	0.085
Monthly per click pool at	2500

Woodhull
network your paperwork

Scope of Services Agreement

Bill To:		Ship To:	
Account	Oxford Fire Department	Account	Oxford Fire Department
Address 1	217 S Elm St	Address 1	217 S Elm St
Address 2		Address 2	
City, State	Oxford, OH	City, State	Oxford OH 45056
Email	Zip 45056	I.T. Contact	Treva Peirce Phone (513) 523-6324
Contact	Treva Pierce	Meter Contact	Fax
Phone	513-523-6324 Fax	Meter email	

Tax Exempt? ☐ YES - Attach Form ☑ NO - TAXABLE Payment Terms: Included in Lease Term: 60 Months (Same as Lease)

Note: See Lease Documents for frequency of billing and any other billing parameters.

Select All that Apply to this Agreement (Scope of Services):

☑ **Bundled Service Agreement for Copier and Printer Based Products:** Includes unlimited service calls, all service labor, parts, travel, drums, toner cartridges, toner, developer, maintenance kits and all other consumables with the exception of paper, staples, ongoing training, network and software support. Customer is responsible for adding paper, toner, toner cartridges, staples, other consumables and clearing of misfeeds.

☐ **Automatic Shipment of Toner Cartridges to Printers:** If a printer device is readable for toner tracking, customer elects to have cartridges shipped automatically on a just-in-time basis. Shelf stock is not needed with this option. Note: Customer call-in required for non-reading devices.

☐ **Printer Replacement Guarantee:** If any printer on attached Schedule A (or B, etc) cannot be repaired satisfactorily by Woodhull, it will be replaced at Woodhull's expense. Woodhull retains ownership of any such replacement device. The guarantee includes laser printers, but excludes copier, MFD, MFP, Mopier, or any other A3 or A4 devices.

☐ **Non-Bundled Service Agreement:** Includes all service labor, parts, and travel. Excludes all consumables, toner, ink, drums or masters, maintenance kits, developer, staples, paper, additional training, network and software support. Customer is responsible for adding paper, toner, staples, master units, maintenance kits, oil or any other consumables and clearing of misfeeds.

☐ **Waiver:** Customer waives the offered service agreements. Service will be available on a chargeable basis and payment will be due at time service is performed. If the customer requests a service agreement in the future, an inspection call must be performed prior to the start of any service agreement. If parts are required on the inspection call, these will be billable to the customer prior to the start of the service agreement.

NOTE: This is a fixed term agreement and may not be cancelled or refunded. Network Time and Peripheral Hardware are not covered under this Agreement. Additional coverages are available upon request. On-site I.T. support is available at $150 per hour.

ID Tag	Model	Serial	Location	Meter Type	Begin Meter	Monthly Base Charge	Monthly Base Clicks	Overage Click Charge
	MP C2503			B/W			2,500	See Lease
				Color				See Lease
					Total	Incl In Lease		
See Attached Schedule(s), if applicable, for List of Devices Covered								

(PLUS TAX)

DATA SECURITY OPTIONS ON OLD EQUIPMENT BEING PICKED UP -- PLEASE CHECK ONE:

☑ **WAIVER:** Customer waives data security options. Customer accepts sole responsibility to remove any sensitive data stored on the hard drives, all memory locations, and any external data storage devices used with the equipment being returned. Woodhull, LLC will NOT be held liable for any data left on old devices.

☐ **DESTROY HARD DRIVE:** Woodhull will remove and destroy MFD hard drives, provide certification, and clear address book. **PRICE per MFD Copier: $500**

INDICATE BELOW THE SOLUTIONS INCLUDED WITHIN THIS SCOPE OF SERVICES AGREEMENT:

- **PRINT AUDIT Rules-Based Printing / Cost Recovery** — No. of Workstations Included: None
- **PRINT AUDIT "Follow-Me" / Secure Release Printing** — No. of Printers and MFDs Included: None

Accepted by Customer:

Authorized Signature	X	Consultant Signature	
Printed Name		Consultant Printed Name	Chealsie Moore
Title/Position		Consultant Number	
Date		Date	12/3/15

Woodhull, LLC and subsidiaries (WLLC) Scope of Services Agreement Terms and Conditions

A. **SCOPE OF SERVICES:** The scope established on the front page of this agreement includes payment for maintenance performed by Woodhull during its normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Service at times other than WLLC's normal service hours may be furnished on an "as available basis" at published rates then in effect. Customer must separately purchase paper and staples. Computer network problems and operator-error type problems are not included in the Scope of Services.

This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered term unless cancelled in writing between 90 and 150 days (before the end of the term) by either party. At the end of the first year of this agreement and periodically thereafter we may increase the base payment amount, the per page charge over the base minimum and the excessive scan meters without notice.

B. **PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement. WLLC may cease performance under this Agreement if Customer is in breach under this or any other Agreement with WLLC. If it is necessary for WLLC to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.

C. **MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep DCS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor DCS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify WLLC of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site WLLC-owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify WLLC before acquiring any printer to be added to this agreement. WLLC must approve in writing any new printer being added to the service agreement.

WLLC will from time to time, and at its discretion, replace, instead of repair, a printer. The criteria for the printer replacement decision is determined by WLLC using operational factors leading to the replacement of a WLLC-owned printer or the customer's printer with new, used, or refurbished equipment. WLLC retains ownership of the replacement device. Customer retains ownership of its device being replaced, unless you agree to relinquish ownership to WLLC.

D. **FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to the this Agreement. These are devices that are not being placed by WLLC, but are pre-approved by WLLC to be added to the Agreement. Upon approval of this Agreement by both parties, WLLC will complete an inspection of all such devices to be covered under this Agreement to determine the mechanical readiness for operation. Following inspection, a WLLC ID tag will be attached to the devices and the devices will be brought to manufacturer's specification by WLLC solely at the cost of the customer.

E. **MAINTENANCE:** During the term of this Agreement, WLLC agrees to perform the maintenance and repair listed on Agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If WLLC is notified by Customer during the term of the agreement that the equipment is not in good working condition, WLLC will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, WLLC will promptly provide a quote for the appropriate part(s).

F. **SERVICE LIMITATIONS:** Customer agrees WLLC will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.

If WLLC provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at WLLC's then current rates for labor and parts. Customer agrees that WLLC will not be required to make adjustments, repairs or replacements if WLLC is not provided reasonable access to the Equipment.

The following are excluded from coverage under this service agreement: External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available.

G. **NETWORK INDEMNITY:** From time to time, WLLC may perform various and sundry tasks, activities, or services on the customer's network. In consideration of WLLC agreeing to perform such tasks, activities, or services, customer agrees that in no event will WLLC, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. WLLC advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.

H. **SUPPLIES:** Supplies issued under this Agreement must be used ONLY for the equipment listed on this agreement. Toner may be OEM original or WLLC-approved OEM-compatible, at the discretion of WLLC. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be cancelled, the customer agrees to pay for all supplies used after the coverage period, or return all unused supplies to WLLC at the customers expense. Additionally, WLLC reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Overnight toner orders may incur an additional charge.

I. **CLICKS:** In the context of this agreement, a "click" is defined as any image copy, print, fax, or scan measured. A "click" is an image either printed or non-printed. Images that are 11" x 17" register as two (2) clicks. The customer will be charged an additional $0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.

J. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify WLLC beforehand if equipment is to be relocated. WLLC will relocate equipment for a fee. If Customer chooses not to engage WLLC to relocate Equipment, and the relocation results in required service, the service call will be chargeable to

K. **TRANSFERRING:** Transferring equipment covered by a service agreement out of the WLLC service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations, will be non-refundable.

L. **INDEMNITY:** Customer shall indemnify and save WLLC harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Ohio shall govern this agreement. This agreement constitutes the entire agreement, proposals, communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind WLLC, unless agreed to in writing by an officer of WLLC.

M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with WLLC within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, WLLC may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.

N. **METER READINGS:** Customer agrees and consents that WLLC may obtain meter readings via remote access and grants WLLC the right to do so. For any print device that is not readable by our software, the customer shall provide meter readings via fax, Woodhull's website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed.

O. **CONFIDENTIALITY CLAUSE:** WLLC recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients from improper use or disclosure. WLLC agrees to use its best efforts to treat Customer Information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters.

RICOH

APPLICATION NO.	CONTRACT NO.

provided by: usbank. EQUIPMENT FINANCE

Dealer Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee**, **you** and **your** refer to **Customer**. The words **Lessor**, **we**, **us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

FULL LEGAL NAME: Oxford Fire Department
STREET ADDRESS: 217 S Elm St
CITY: Oxford
STATE: OH
ZIP: 45056
PHONE: 513-523-6324
FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE):
BILLING STREET ADDRESS:
CITY:
STATE:
ZIP:
E-MAIL:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

SUPPLIER INFORMATION

NAME OF SUPPLIER: Woodhull, LLC
STREET ADDRESS: 125 Commercial Way
CITY: Springboro
STATE: OH
ZIP: 45066
PHONE: 937/294-5311
FAX: 937/294-5632

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
MP C2503		

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A ☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60 Payments* of $ 181 *plus applicable taxes*

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 2,500 B&W Pages per month Overages billed quarterly at $ 0.014 per B&W page*

Payment includes 0 Color Pages per month Overages billed quarterly at $ 0.085 per Color copy*

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with $1.00 or $101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. ______ Customer's Initials

☐ 1) Purchase the Equipment for $1.00, or 2) Return the Equipment per paragraph 3. ______ Customer's Initials

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR | SIGNATURE | TITLE | DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

X

CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED

FEDERAL TAX I.D. # | PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

X

CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per page" charge.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** **In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.**

Woodhull COPIERS PRINTERS SOLUTIONS

CONNECTIVITY INSTALL SURVEY

Delivery & Connectivity cannot be scheduled without completed form

Survey Date: 12/3/15

For Sales Consultant to Complete (Required for ERF)

DELIVER / CONNECT AND PRINT			
Client's Company Name:	Oxford Fire Department		
WLLC Sales Consultant:	Charlie Moore		
Woodhull will connect and test print each new MFD copier installed per this form.			
Woodhull will support and train your designated employee to load print drivers on two workstations during MFD copier installation.			
Printing from Mac? ☐ Yes ☒ No	**If Yes,** PostScript card required		
ADDITIONAL SERVICES REQUESTED			
Address Book Transfer	☒ Yes	**Fax Setup**	☒ Yes
Scan to Email	☒ Yes	**Fax Forwarding**	☐ Yes
Scan to Folder	☒ Yes	**PA6 Setup (see SOW)**	☐ Yes
User Codes	☐ Yes	**ecopy Setup (see SOW)**	☐ Yes
LDAP	☐ Yes	**PaperCut Setup (see SOW)**	☐ Yes
Chromebook Printing	☐ Yes	**Other:**	

Requested services subject to Server/Network limitations, SOW

For Sales Consultant to Complete (Required for ERF)

CLIENT CONTACT INFORMATION			
KEY CONTACT:	Treva Pierce	**Phone:**	5135236324
Key Contact Email:	tpierce@cityofoxford.org		
I.T. CONTACT:		**Phone:**	
I.T. Contact Email:			
Client using 3rd Party I.T.?	☐ Yes ☒ No	May we contact?	☐ Yes
Available during Installation	☐ IT Technician	☒ Key Contact	
CLIENT PRIMARY SITE INFORMATION			
Site Address:	217 Elm St Oxford OH 45056		
Number of MFD's to Connect:	1	***List each on back page***	
Replacing Connected Unit(s)?	☒ Yes ☐ No		
Attach Configuration Pages from each MFD copier being replaced			
Replacing Ricoh for Ricoh?	☐ Yes ☒ No		
Reviewed Power and Space	☒ Yes ☐ No		

Sales Consultant: List all MFD copiers to be connected on back page

For Customer I.T. Professional to Complete

CLIENT NETWORK INFORMATION

ALWAYS COMPLETE THIS SECTION

Domain or Workgroup Name: ________ Printer Server Name: ________ Active Ethernet Port: ☐ Yes ☐ No

NOTES (See additional notes on back page): ________

SCAN TO EMAIL

COMPLETE SECTION ONLY IF THIS SERVICE NEEDED

Will the MFD copier be used to send documents by email: ☐ Yes ☐ No HIPAA compliance required: ☐ Yes ☐ No **If Yes,** please enquire about precautions

Enter SMTP Server, if authentication required: ________ User name: ________ Password: ________

Specify the email account the MFD copier can use to send email: ________ Internet Provider: ________

SCAN TO FOLDER

COMPLETE SECTION ONLY IF THIS SERVICE NEEDED

Will the MFD copier be used on a Shared network folder: ☐ Yes ☐ No Scan-to Folder server path: ________

If Yes, what operating system will be used: ☐ Windows ☐ Macintosh ☐ Other ________

In order to write to a shared folder, please specify a LAN Account the MFD will use to authenticate: User name: ________ Password: ________

FAX REQUIREMENTS

COMPLETE SECTION ONLY IF THIS SERVICE NEEDED

Customer has a dedicated analog phone line for the fax device: ☐ Yes ☐ No Fax #: ________ Fax ID: ________

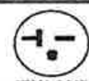
Will inbound faxes be routed to a folder or email address: ☐ Yes ☐ No **If Yes,** specify folder or email address : ________

Note: Ricoh devices do not support distinctive ringtones.

Client's Signature: ________ **Printed Name:** ________ **Signature Date:** ________

[Continued on Reverse Side]

MFD	Model	City	Equipment Location/ Dept	Power Outlet *	IP Address Assigned	Subnet Mask	Gateway Address	DNS Server	SMTP
	LIST MFD COPIERS TO BE CONNECTED								
	For Sales Consultant to Complete (Required for ERF)				For Customer I.T. Professional to Complete				
1	MPC2503	Oxford	Firehouse						
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

* POWER OUTLET REQUIREMENTS (Enter Above)	ADDITIONAL CUSTOMER NOTES AND/REQUIREMENTS
 NEMA 5-15R A  NEMA 5-20R B  NEMA 6-20R C	

SYSTEM ENGINEER COMMENTS AND NOTES

Client Prerequisites and Planning Deliverables:

- Completed Connectivity Install Plan: "Customer to send completed plan to Woodhull prior to scheduled delivery of equipment and/or software."
- Active Ethernet Port: "Is there an Ethernet port with static IP address available and an active jack in the location where the new machine will be located?"
- SMTP Relay Server Onsite: "Is there an SMTP Relay Server at the location where the machine is to be delivered, for Scan-to-Email function?"
- SMTP Authentication: "Does the SMTP Relay Server require authentication in order to pass Email through the internet?"
- Meter Readings: "Customer allows MFD copiers to report meter counts to Woodhull through secure internet connection."
- Network Drops and Hardware: "Customer to ensure that all Data ports, network drops, cables, etc., are ready for Woodhull personnel to properly connect MFD copiers."
- Client's IT Support Staff Onsite: "Customer will schedule Client's IT contact to be available during the installation"
- Reviewed Proper Power and Space: "Customer to ensure the proper dedicated electrical outlet (if required) and enough space for the MFD copier. Client to provide a polarized electrical power outlet according to the outlet requirements above."

Woodhull Deliverables:

- Woodhull will connect and test print each new MFD copier listed, provided your prerequisites, as defined in this "Connectivity Install Survey", have been completed.
- Woodhull will support and train your designated employee to load print drivers on two workstations during MFD copier installation.
- Woodhull will provide these services during one (1) on-site visit of 1.5 hours or less. At client's option, Woodhull will perform additional installs for a cost of $150 per one hour. Block-of-time discounts available.
- Woodhull warrants the connectivity for 30 days. If the customer updates their operating system, server or workstation, resulting in additional Woodhull resources on site, additional charges will be billed at the rate $150 of per hour.
- Woodhull advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, or any other operation is performed. Woodhull is not liable for any damages incurred by customer during or after this installation/connection process. Please have your IT staff available during this installation.

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: December 15, 2015

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

December 7, 2015
Date Prepared

Agenda Title: A Resolution authorizing the City Manager to close Lot 52 for the operation of the 2016 Farmer's Market.

Recommendation: N/A

Discussion:

The attached request is for the use of Lot 52 for the operation of the 2016 Farmer's Market which will occur each Saturday throughout the year.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DRE	12/11/15

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CLOSE LOT 52 EACH SATURDAY IN 2016 FROM 5:00 A.M. TO 12:30 P.M 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 in 2016 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 in 2016 from 5:00 A.M. to 12:30 P.M. to permit the operation of the 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: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: November 17, 2015

Account Code No. #:

Budgeted Amount: N/A

Community Development
Originating Department

Jung-Han Chen
Prepared By

November 10, 2015
Date Prepared

Agenda Title:	**Resolution for a temporary abatement of the noise ordinance No. 2500, Section 509.09 on Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. on Friday, April 15, 2016 in and around Millet Hall on Miami University's campus.**

Recommendation:	Approval

The applicant is working with MU Facility and Campus to host a Drum Line Competition to be held on April 14 and 15, 2016. The application is in conjunction with the Arts Work Championships competition that will take place in several local university campuses, including Miami University.

This application has gone before the Student Community Relations Commission and it was recommended by the Commission that Council approve the abatement of noise during that time period.

Approved By:		**Initial**	**Date**
	Department Head:	\	
	City Attorney:	\	
	City Manager:	DRE \	11/13/15

RESOLUTION NO. 4950

A RESOLUTION AUTHORIZING A TEMPORARY ABATEMENT OF THE NOISE ORDINANCE NO. 2550, SECTION 509.09, ON THURSDAY, APRIL 14, 2016 FROM 8:00 A.M. UNTIL 10:00 P.M. AND ON FRIDAY, APRIL 15, 2016 FROM 8:00 A.M. UNTIL 10:00 P.M. AT MILLETT HALL ON MIAMI UNIVERSITY'S CAMPUS FOR THE WGI SPORT OF THE ARTS DRUM LINE COMPETITION.

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

SECTION 1: The City Manager and the Police Chief recommend a temporary abatement of the Noise Ordinance No. 2550, Section 509.09, for the WGI Sport of the Arts Drum Line Competition on Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. and on Friday, April 15, 2016 from 8:00 a.m. until 10:00 p.m. at Millett Hall on Miami University's campus in accordance with the provisions in the Noise Ordinance No. 2550, Section 509.11, Exceptions to Noise Restrictions, Section G: "Noises resulting from authorized public activities such as parades, fireworks, sports events, musical productions and other activities which have the approval of the City of Oxford, Ohio."

SECTION 2: Council having reviewed the recommendation and finding this to be a public activity hereby authorizes the City Manager to issue a temporary abatement of the Noise Ordinance.

SECTION 3: The City Manager is hereby authorized to approve a temporary abatement of the Noise Ordinance No. 2550 Section 509.09 for the WGI Sport of the Arts Drum Line Competition on Thursday, April 14, 2016 from 8:00 a.m. until 10:00 p.m. and on Friday, April 15, 2016 from 8:00 a.m. until 10:00 p.m. at Millett Hall on Miami University's campus.

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

____

MAYOR

ADOPTED:

ATTEST:

____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
NOISE ABATEMENT APPLICATION

EVENT INFORMATION:

DATE REQUESTED FOR NOISE ABATEMENT: **April 14-15, 2016**

FROM: **8:00 AM** a.m. p.m. TO: **10:00 PM** a.m. p.m.

ACTIVITY/EVENT TO BE UNDERTAKEN:

Drum Line Competition

LOCATION (attach copies of paperwork showing approval to use site):

Millett Hall at Miami University

NUMBER OF PEOPLE EXPECTED TO ATTEND: **1,000**

OPEN TO PUBLIC	YES	NO
ALCOHOL AVAILABLE	YES	NO

TYPE OF SOUND EQUIPMENT TO BE USED:

None

SOUND MONITORING PLANS (including person in charge of this process):

All sound monitoring will be done by Department of Intercollegiate Athletics & University Police

APPLICANT ORGANIZATION INFORMATION:

NAME OF ORGANIZATION: **WGI Sport of the Arts**

ADDRESS: **2405 Cross Pointe Drive, Dayton, OH 45342** TEL. #: **937-247-5919**

What is the contact person's relation to the organization (title, etc.)?

Ron Nankervis, Executive Director

ATTACH EXTRA PAGES IF THE SPACE PROVIDED ABOVE IS INSUFFICIENT AND ATTACH ANY SUPPLEMENTAL DOCUMENTATION THAT MAY BE OF RELEVANCE.

I have read and understand the rules, conditions and laws applicable to the waiver of the noise ordinances, and understand that acceptance of them is a condition of approval. I hereby certify that the event/activity, which is the subject of this application will be open to the public and alcohol free.

Applicant's signature ____________ Date: **September 21, 2015**

Bart Woodley

WGI Sport of the Arts is the world's premier organization producing indoor color guard, percussion, and wind ensemble competitions. As a non-profit youth organization, WGI serves as the leading governing body of the winter guard and indoor percussion activities. It is called the Sport of the Arts because it brings music to life through performance in a competitive format. Now entering its 39th year in 2016, the sport continues to evolve and grow. There were more than 36,000 participants at the regional level, and more than 12,000 participants at the Sport of the Arts World Championships this past April.

- An estimated 40,000 visitors will generate about $15 million in economic benefits for the Miami Valley this week and next as part of the 38th annual Winter Guard International World Championships.

- University of Dayton Arena, Wright State University's Nutter Center, Millett Hall at Miami University, Cintas Arena at Xavier University and the Dayton Convention Center will serve as competition venues.

- The 2016 World Championships mark the 30th year of the 39 years of competition that the event has been hosted in Dayton.

Every year, drumlines, wind ensembles and color guards — or winter guards — from South Africa to the Netherlands fill Dayton's hotels, restaurants and shopping malls.

According to Jacquelyn Powell, CEO of the Dayton Convention & Visitor's Bureau, the event is significant for the area. "It is our largest event in terms of sheer numbers," Powell said. "Other events, like the NCAA First Four, give Dayton greater media attention and national recognition, but, in terms of numbers, this is at the top."

WGI's Purpose
WGI Sport of the Arts provides a venue for young people to achieve the extraordinary through performance and competition.

WGI's Mission
WGI Sport of the Arts:
-organizes high-energy and enjoyable color guard and percussion events.
-provides leadership through education to constantly improve the quality of ensembles
-develops our judging systems and adjudicators to ensure fair competition
-partners with corporations, educators and others to increase awareness and recognition

WGI's Values
WGI Sport of the Arts:
-exists for the participants, their leaders and supporters
-inspires our participants to achieve the highest artistic and creative standards
-views competition as a means to encourage the highest standard of excellence
-treats every participant as a unique individual with inherent dignity regardless of race, gender, creed, sexual orientation, origin or cultural background.
-believes that every program and style starts with an equal opportunity for success

Competition
WGI uses a competition-based approach for organizing events in order to showcase youth activities in pursuit of high standards of achievement. Events include about 42 Regionals and Elite Events, which lead to the three-day World Championships that evaluate more than 300 guards and 200 percussion ensembles from over 40 states and six countries.

Indoor Percussion
An **indoor percussion ensemble** or **indoor drumline** consists of the marching percussion (also called battery) and front ensemble (also called pit) sections of a marching band or drum corps. Indoor percussion marries elements of music performance, marching, and theater; thus, the activity is often referred to as percussion theater. Although most indoor percussion ensembles are affiliated with high schools, there are also many independent groups that draw participants from a large area.

CITY OF OXFORD
STAFF SUMMARY REPORT

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

Council Meeting Of: December 15, 2015

Account Code No. #: N/A

Budgeted Amount: N/A

Police
Originating Department

John Jones
Prepared By

December 7, 2015
Date Prepared

Agenda Title:	**A resolution approving the City of Oxford and Miami University Law Enforcement Mutual Assistance Agreement.**

Recommendation: Approve

The mutual aid agreement expired on June 30, 2015 and was extended through October 31, 2015. The resolution being considered provides for an extension of 3 years, expiring on June 30, 2018. Major revisions were made to the agreement in 2012. The required parties recently reviewed the agreement and it was decided to continue with the current version.

Approved By:

	Initial	Date
Department Head:	JHJ	12-7-15
City Attorney:		
City Manager:	DRE	12/11/15

RESOLUTION NO.

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

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

SECTION 1: The City Manager and the Acting Police Chief recommend the City enter into a Law Enforcement Mutual Assistance Agreement with Miami University to enhance the safety and security of persons and property throughout the City.

SECTION 2: Council accepts the recommendation of the City Manager and the Acting Police Chief and hereby authorizes the City Manager to enter into a Law Enforcement Mutual Assistance Agreement with Miami University on behalf of the City for a period of three (3) years with the right to cancel the Agreement upon a sixty (60) day written notice of intent to terminate. This agreement replaces the 2012 agreement which expired June 30, 2015 and was extended through October 31, 2015.

SECTION 3: The City Manager and the Acting Chief of Police are further authorized to present to Miami University, the signed Law Enforcement Mutual Assistance Agreement for approval by the University.

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

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW(STAFF)

CITY OF OXFORD AND MIAMI UNIVERSITY
LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

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

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

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

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

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

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

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

1. Effective Date and Scope of Agreement

A. This Agreement is effective on the 1st day of July, 2015 and supersedes and replaces the Law Enforcement Mutual Assistance Agreement effective July 1,2012.

B. This Agreement supplements the Butler County Intra-County Mutual Police Aid Agreement, attached hereto as Exhibit A and incorporated herein, to which both City of Oxford and Miami University are signatories. This Agreement further defines the terms and conditions pursuant to which the Parties shall provide mutual law enforcement assistance to each other. All terms and conditions of the Butler County Intra-County Mutual Police Aid Agreement are applicable to this Agreement.

2. Definitions

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

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

Police Department" or "OPD").

B. Concurrent Law Enforcement Authority is defined as the geographical area where both Law Enforcement Authority have the legal right and obligation under this Agreement to provide law enforcement services pursuant to this Mutual Assistance Agreement.

C. Law Enforcement Services is defined as the performance of any police function, the exercise of any police power or the rendering of any police services.

3. Concurrent Law Enforcement Authority

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

A. The "Square Mile", defined as the area bordered by Chestnut Street, Locust Street, Sycamore Street and Patterson Avenue;

B. State Route 73 from Patterson Avenue to the City of Oxford limits;

C. Bonham Road from Sycamore Street and Tallawanda Street to the Miami University property limit; and

D. Streets north of Sycamore Street and east of State Route 732, namely North Poplar, North Campus, North University, Homestead Avenue and Bouden Lane.

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

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

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

OPD acknowledges the University has certain obligations to issue Crime Alerts to provide a timely warning for crimes required to be reported under the Clery Act (including criminal homicide, sex offenses-forcible and non-forcible, robbery, aggravated assault, burglary, and motor vehicle theft) that occur on campus, on the public property surrounding campus, and on property owned or controlled by registered student organizations (e.g., fraternities). OPD further acknowledges that the University has an additional obligation to issue an emergency notification in those situations that pose an immediate threat to the health or safety of students or employees on campus or for the closing of the entire Oxford campus (i.e., severe weather, chemical spills, fires, and crimes). In those instances in which a Clery Act reportable crime or other event posing a significant risk of harm to the Oxford campus has been reported to OPD, OPD agrees to use its best efforts to immediately notify MUPD so that MUPD may activate its timely warning or emergency notification system as appropriate.

4. Additional Law Enforcement Assistance

A. Major Events

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

B. Maintenance of Law and Order

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

C. Major Case Investigation

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

D. Witness to Offense/Traffic Violation or Accident

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

a. Relinquish authority over the incident to the witnessing officer, or
b. Dispatch an officer or officers to the scene who will take charge of the incident.

2. In the event that police personnel and equipment are involved in providing assistance under this Agreement, and such responding personnel and equipment are required by their own department, each party to this Agreement reserves the right to withdraw such personnel and equipment for such purposes.

3. In any situation in which assistance is provided pursuant to a request for mutual aid, the officer in charge of the Requesting Department shall have full charge of and authority over any assisting equipment and personnel responding to such call. No oath of office need be administered to police officers of the Responding Department when the performance of such officers' duties is pursuant to this Agreement. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

4. All personnel of the Responding Department, while providing assistance or utilizing concurrent law enforcement authority as specified in this Agreement, shall at all times be acting within the scope of their employment by the Responding Department, and will not be considered employees of the Requesting Department. Each Party to this Agreement will continue to be responsible for all forms of compensation and benefits related to the employment as well as equipment, uniforms and other tangible articles, which it would otherwise pay or furnish while any of its officers is (are) providing assistance under this Agreement. Under no circumstances will either party be required to assume any of such employment-related obligations or expenses by virtue of having made one or more request for, or received, assistance under this Agreement.

5. Warrants, Subpoenas, and Other Legal Process

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

5. Liability Between the Parties

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

6. Duration of Agreement

A. This Agreement shall expire on June 30, 2018.

B. The Oxford City Manager and the Vice President for Finance and Business Services at Miami University may enter into such additional Memoranda of Understanding, setting forth additional procedures, not inconsistent with the terms hereof, for implementing this Agreement. The parties agree to be bound by the terms of any such memoranda as fully as if it were part of this Agreement.

C. This Agreement may be terminated by either party with a 60-day written notification of intent to terminate.

Miami University	**The City of Oxford**
______________________	______________________
David K. Creamer Senior Vice President for Finance and Business Services	Doug Elliott City Manger
______________________	______________________
John McCandless Chief of Police Miami University Police	Robert B. Holzworth Chief of Police Oxford Police Department

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager: Douglas Elliott, Jr.

Council Meeting Of: December 15, 2015

Account Code No. #: N/A

Budgeted Amount: N/A

Fire
Originating Department

John Detherage
Prepared By

December 09, 2015
Date Prepared

Agenda Title: A Resolution authorizing the Oxford Division of Fire to apply for the 2016 Assistance to Firefighters Grant

Recommendation: Adopt the Resolution.

Discussion: As in years past, the Fire Department requests permission to apply for the Federal Assistance to Firefighters Grant. The grant application will request funding for two new EMS cots/loading systems. These systems will eliminate the weight placed on the EMS provider while lifting and loading the patients, making this operation safer for the provider and patient. This project will replace the current cots that are over ten years old and showing their age.

The expected cost of this project is not to exceed $86,000.00 with the City portion 10% or $8,600.00 to be paid from the fire budget with funds that were budgeted for the purchase of one system.

We have received this grant in the past, with the most recent paying for the diesel exhaust filtration systems, thermal imaging cameras and Level I Firefighter training.

Approved By:

	Initial	Date
Department Head:	JPD	12/10/15
City Manager:	DRE	12/11/15

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 2016 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM WITH A TEN PERCENT (10%) MATCH BY THE CITY.

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

SECTION I: The City Manager reports that the City Fire Department may apply for funding from the Assistance to Firefighters Grant Program to enable the Fire Department to purchase two (2) EMS cots/loading systems to replace the existing cots that are at or near the end of their useful life. To cover the cost of said equipment, the City Manager will apply for a grant totaling $86,000.00.

SECTION II: Due to the population size of the City, the Assistance to Firefighters Grant Program requires the City to provide a ten percent (10%) match of funds. If the Assistance to Firefighters Grant Program awards the City Fire Department the full amount asked for, the City match will be $8,600.00.

SECTION III: Council hereby authorizes the City Manager to apply on behalf of the City Fire Department for a grant, in the amount of $86,000.00 from the Assistance to Firefighters Grant Program. Further, the City Manager is authorized to take all actions necessary to receive said grant funds if awarded.

SECTION IV: Council authorizes a ten percent (10%) match of funds in an amount not to exceed $8,200.00 to be paid from the Fire Budget.

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

____

MAYOR

ADOPTED:

ATTEST:

____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: **December 15, 2015**

Account Code #: Not Applicable

Budgeted Amount: Not Applicable

Service Department
Originating Department

Michael B. Dreisbach
Prepared By

August 24, 2015
Date Prepared

Agenda Title: **An Ordinance to Levy Assessments for Curb, Gutter, and Sidewalk Repairs**

Recommendation: Approve

Discussion:

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

Oct. 2014	*Resolution No. 4864 – Declaring the necessity to make improvements*
March 2015	*Resolution No. 4901 – Authorizing a contract to perform the improvements*
July 2015	*Resolution No. 4922 – Determination of the total cost of assessment by lot*

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

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

Approved By:

	Initial	Date
Department Head:	MBD	12/7/15
City Manager:	DRE	12/11/15

ORDINANCE NO.

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

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

SECTION 1: Pursuant to Ohio Rev. Code 729.07, Council filed a list of estimated assessments (Exhibit A) with the Clerk of City Council and ordered it open for public inspection.

SECTION 2: Pursuant to Ohio Rev. Code 729.08, Council published a notice in *The Journal News*, beginning July 26, 2015 and ending August 9, 2015 stating that the list of estimated assessments (Exhibit A) was on file with the Clerk of City Council and was available for public inspections.

SECTION 3: The Clerk of Council has received no written objections to the assessments.

SECTION 4: Property owners shall be assessed the actual cost over five years as set forth on Exhibit "A" attached hereto.

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

SECTION 6: This ordinance shall take effect at the earliest time allowed by law.

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

EXHIBIT "A" Curb, Gutter, and Sidewalk Repair Listing

								Estimated	Actual				
Address	Direction	Street Name	Property Owner	Parcel #	Lineal Ft Curb	Square Feet Sidewalk	Square Ft Drive Apron	Estimated Cost	Measured Lineal Ft Curb	Measured Sidewalk	Measured Apron	Actual Cost	cost difference
110	E	High	Follett Higher Education Group	H4000003000173	152	4759		$ 37,721.00	130	4397		$31,217.30	-$6,503.70
111	E	High	St. Mary Catholic Church	H4100003000175	49	155		$ 2,506.00	46	134		$2,230.58	-$275.42
112-116	E	High	Calista Enterprises	H4100003000261	18	35		$ 767.00	27	30		$1,007.61	$240.61
118	E	High	DuBois Rentals LLC	H4100003000262	14	0		$ 406.00	10			$304.30	-$101.70
130	E	High	Dick Hutchinson c/o George Simonds	H4100003000227	183	1019		$ 12,440.00	140	665		$8,383.20	-$4,056.80
15	N	Beech	Todd M & Monica L Spohn	H4100007000030	0	225	0	$1,575.00		225		$1,395.00	-$180.00
15	N	Beech	Todd M & Monica L Spohn	H4100007000031		50		$350.00		40		$248.00	-$102.00
260	S	Locust	Goldner-Speedway Ltd.	H4100119000002	167	405	222	$9,454.00	178	405	268	$10,151.94	$697.94
								$ 65,219.00				$54,937.93	

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: December 15, 2015

Account Code #: N/A

Budgeted Amount: N/A

Service Department
Originating Department

Michael Dreisbach, Service Director
Prepared By

November 24, 2015
Date Prepared

Agenda Title: Granting an Easement to Duke Energy for Relocation of a Utility Pole

Recommendation: Approve

Discussion:

In order to accommodate the planned replacement of the Bonham Road bridge over Four Mile Creek in 2016, Duke Energy will need to relocate a utility pole and support structure on land owned by the City of Oxford at Leonard Howell Park. The easement is for a 16' strip along the Bonham Road right of way.

A copy of the easement language and drawing of the proposed easement are attached to this report.

This Ordanance of Council will authorize the City Manager to sign a grant of easement on behalf of the City thereby allowing the relocation of electric infrastructure in advance of construction to replace the Bonham Rd. bridge.

Approved By:

	Initial	Date
Department Head:	MBD	11/24/15
City Manager:	DRE	12/11/15

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT BETWEEN THE CITY OF OXFORD AND DUKE ENERGY OHIO, INC. FOR A PERMANENT EASEMENT OVER PORTIONS OF REAL PROPERTY COMMONLY KNOWN AS LEONARD HOWELL PARK TO ALLOW THE RELOCATION OF ELECTRIC INFRASTRUCTURE IN ADVANCE OF CONSTRUCTION TO REPLACE THE BONHAM ROAD BRIDGE.

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

SECTION I: The City Manager recommends that the City of Oxford enter into an easement agreement with Duke Energy Ohio, Inc. for the purpose of obtaining a permanent easement over portions of real property commonly known as Leonard Howell Park to allow the relocation of electric infrastructure in advance of construction to replace the Bonham Road bridge.

SECTION II: City Council hereby accepts the recommendation of the City Manager and authorizes the City Manager to enter into an agreement with Duke Energy Ohio, Inc. for the purpose of obtaining a permanent easement over portions of real property commonly known as Leonard Howell Park to allow the relocation of electric infrastructure in advance of construction to replace the Bonham Road bridge.

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

____
MAYOR

ADOPTED:

ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)

GRANT OF EASEMENT

(Pt. Parcel # H4100009000016)

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE VILLAGE OF OXFORD, OHIO (A.K.A. THE CITY OF OXFORD),** a municipal corporation under the laws of the State of Ohio, (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY OHIO, INC.**, an Ohio corporation, with a mailing address of 139 East Fourth Street, Cincinnati, OH 45202 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove electric and/or telecommunication overhead line or lines, including but not limited to, all necessary and convenient supporting structures (such as poles), wires, cables, guy wires with anchors, grounding systems, counterpoises, and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities") for the transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

> Situate in Section 23, Town 5, Range 1 East of the Miami Meridian, in Oxford Township, Butler County, Ohio, being part of Lot 4 of the Subdivision of Lands of the Miami University (n.k.a. New Lot 3850 as shown on Lot Consolidation Plat recorded in O. R. Book 8796, Page 1932), and being that property conveyed to THE VILLAGE OF OXFORD, BUTLER COUNTY, OHIO from LLEWELLYN BONHAM AND FRANCES MAC F. BONHAM by deed dated August 5, 1926, and recorded in **Deed Book 274, Page 371** in the Office of the Recorder of Butler County, Ohio (hereinafter referred to as "Grantor's Property").
>
> Said easement being that area indicated, relative to landmarks and property lines, as shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof, and shall be further evidenced by the Facilities where constructed on Grantor's Property (hereinafter referred to as "the Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties (a) to attach equipment to Grantee's Facilities and (b), to trench with Grantee's Facilities, and with either (a) or (b), any such equipment shall include, but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's attachment.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, *but only* during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 139 East Fourth Street, Cincinnati, OH 45202 Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the permanent retention of water in any manner within the Easement Area. This Grant does not prohibit Grantor from constructing a paved road, curbs, sidewalks, poured in-place mulch, retaining walls and paved parking surface upon the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the _______ day of ______________, 2015.

THE VILLAGE OF OXFORD, OHIO, a municipal corporation under the laws of the State of Ohio, Grantor

By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

STATE OF ________________)
) SS:
COUNTY OF ________________)

Personally appeared before me this day ______________________ and ____________________, duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by ______ to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of _______ personal knowledge.

WITNESS my hand and notarial seal, this ______ day of __________________, 2015.

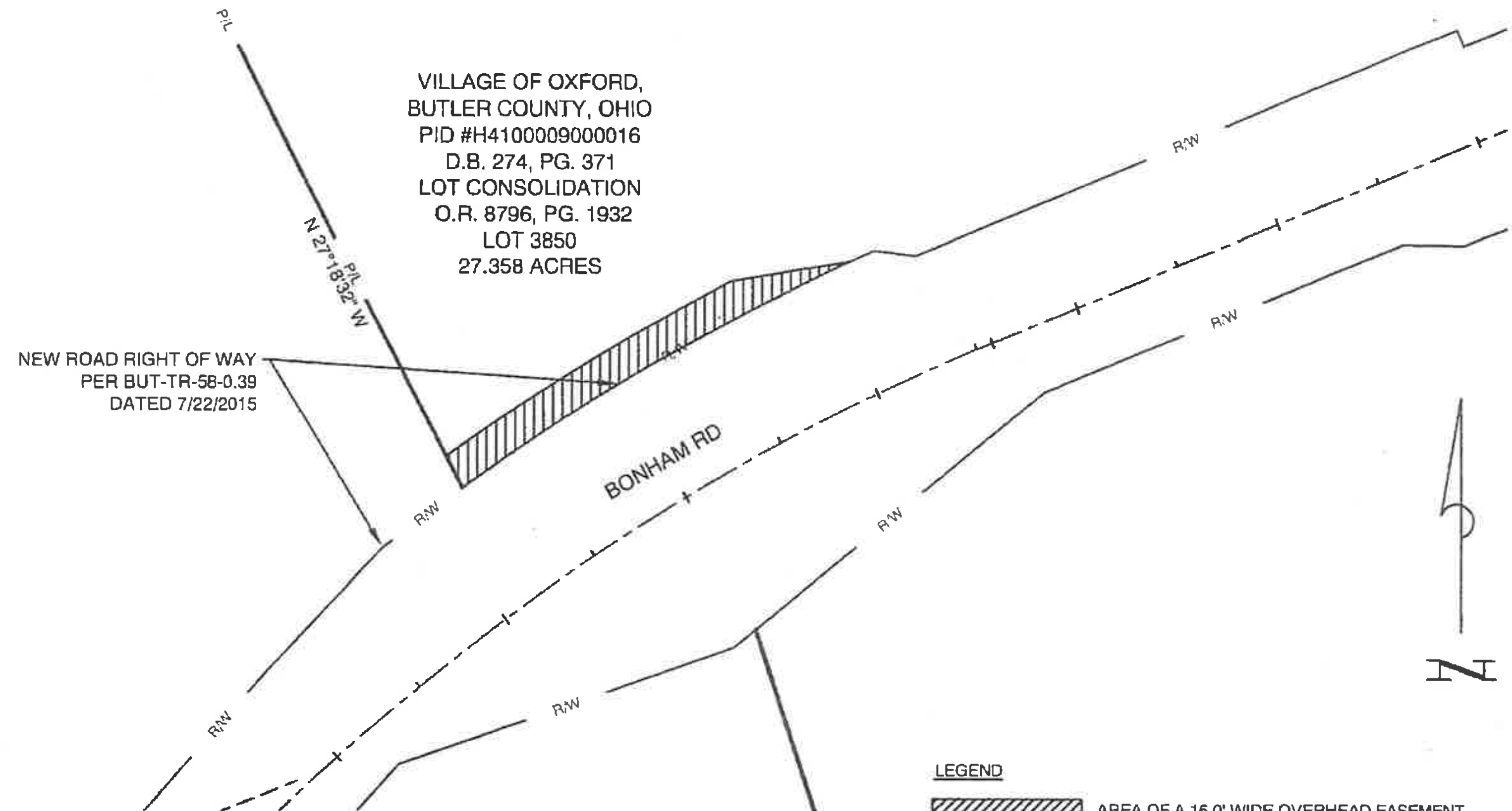
My Commission Expires: ________________	Signed Name: ______________________________
My County of Residence: ________________	Printed Name: ______________________________

This Instrument Prepared by Janice L. Walker, Attorney-at-Law, 139 E. Fourth St. Cincinnati, OH 45202.

For Grantee's Internal Use:

Emax #: E7956465
LU#1676353
Pole: BTO-14982
Prep/Chk: TLM/______ Exec/Rec: _________
Prepared Date: November 2, 2015

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



LEGEND

AREA OF A 16.0' WIDE OVERHEAD EASEMENT

SAFETY EXPECTATIONS FOR THIS JOB ARE THAT YOU	DUKE ENERGY OHIO, INC. - EXHIBIT "A"			DUKE ENERGY
ILLNESS ZERO INJURY	PROPERTY OWNER: VILLAGE OF OXFORD			139 E. FOURTH STREET CINCINNATI, OHIO 45202
• REDUCE RISK • REMOVE EXPOSURE TO HAZARDS • REINFORCE SAFE BEHAVIOR	LOCATION: BONHAM RD, SEC 23, T-5, R-1E VILLAGE OF OXFORD, BUTLER CO, STATE OF OHIO			SURVEY # 104145-449381
	DATE: 8/21/2015	DRAWN BY: DES	CHECKED BY:	LU # 1676353 Site # 104145
	REVISION DATE:	REVISED BY:		eMax # E7956465

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to City Manager		Finance Originating Department
Council Meeting Of :	12/1/2015	
Account Code No. :	see below	Joe Newlin Prepared By
Budgeted Amount :		12/10/2015 Date Prepared

Agenda Title:	**2015 Supplemental Budget #8**
Recommendation:	**Approve**

Issue 1
To reflect increase in building permit revenue and associated inspection services payment

Action Needed:

Revenue Side

General Fund (110)	17,000.00	Building permits

Expense Side

General Fund (110)	10,000.00	Appropriation from unencumbered balance for inspection service payments
Net Effect on Fund Balance/(s) Increase/(Decrease)	7,000.00	

Issue 2
Hotel and Convention Tax revenue is averaging 2.15% more in 2015 compared to 2014 (through the end of November) need to increase budgeted revenue in both the General Fund and Hotel & Convention Tax Fund $14,700 to a revised estimate of $232,700 City will only pay the OVB actual amount received up to the additional $13,818 and transfer to general Fund $882.

Action Needed:

Revenue Side

General Fund (110)	14,700.00	Hotel Tax
Hotel & Convention Tax Fund (120)	14,700.00	Hotel & Convention Tax
General Fund (110)	828.00	Transfer from Hotel & Convention Tax Fund

Expense Side

Hotel & Convention Tax Fund (120)	13,818.00	Appropriation from unencumbered balance for payment to Oxford Visitor Bureau
Hotel & Convention Tax Fund (120)	882.00	Appropriation from unencumbered balance for transfer to General Fund
Net Effect on Fund Balance/(s) Increase/(Decrease)	15,528.00	

Issue 3
Increase in budgeted Income Tax Revenue and corresponding budgeted retainer and refunds.

Action Needed:

Revenue Side

General Fund (110)	16,600.00	Income Tax Revenue

Expense Side

General Fund (110)	16,600.00	Appropriation from unencumbered balance for retainage to RITA
Net Effect on Fund Balance/(s) Increase/(Decrease)	-	

Issue 4
Adjustments necessary due to increase in budgeted medical expenses

(will only happen if expenses meets this expected level)

Action Needed:

Revenue Side

N/A

Expense Side

Employee Benefit Fund (230)	100,000.00	Appropriation from unencumbered balance for medical expenses
Net Effect on Fund Balance/(s) Increase/(Decrease)	(100,000.00)	

Issue 4
Adjustments necessary due to increase in budgeted Rumpke expenses - $20,000 and salaries - $2,500
(will only happen if expenses meets this expected level)
Increase in budgeted revenue - $59,274

Action Needed:

Revenue Side

Refuse Fund (341)	59,274.00	

Expense Side

Refuse Fund (341)	2,500.00	Appropriation from unencumbered balance for salary expenses
Refuse Fund (341)	20,000.00	Appropriation from unencumbered balance for Rumpke expenses
Net Effect on Fund Balance/(s) Increase/(Decrease)	36,774.00	

Issue 5
To reflect increase in salaries associated with 2015 CDBG funding - administrative expenses

Action Needed:

Revenue Side

Expense Side

General Fund (110)	**16,989.00**	**Appropriation from unencumbered balance for salaries**
Net Effect on Fund Balance/(s) Increase/(Decrease)	**(16,989.00)**	

Increase/(Decrease)	(57,687.00)
Breakdown by Fund	
General (110)	5,539.00
Hotel & Convention Tax Fund (120)	-
Employee Benefit Fund (230)	(100,000.00)
Refuse Fund (341)	36,774.00
Net Effect on Fund Balance/(s)	(57,687.00)

Approved By:		Initials	Date
	Department Head:	gcw	12/10/15
	City Manager:	DRE	12/11/15

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ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3286. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 8 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2015.

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	17,000.00
General Fund 110	14,700.00
Hotel & Convention Tax Fund 120	14,700.00
General Fund 110	828.00
General Fund 110	16,600.00
Refuse Fund 341	59,274.00

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

General Fund 110	10,000.00
Hotel & Convention Tax Fund 120	13,818.00
Hotel & Convention Tax Fund 120	882.00
General Fund 110	16,600.00
Employee Benefits Fund 230	100,000.00
Refuse Fund 341	2,500.00
Refuse Fund 341	20,000.00
General Fund 110	**16,989.00**

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

Transfer from:	
Hotel & Convention Tax Fund 120	828.00
Transfer to:	
General Fund 110	828.00

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

General Fund 110	828.00

SECTION 6: In all other respects, Ordinance No. 3286 shall remain in full force and effect.

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

MAYOR

ADOPTED: ____________________

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KATE ROUSMANIERE

PREPARED BY: LAW (STAFF)