



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, NOVEMBER 5, 2024 AT 7:30 PM

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Michael Smith

Amber Franklin
Alex French
David Prytherch

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

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Participation.

A. 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. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. 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.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

- A. Minutes from the October 15, 2024 City Council Meeting (Heather Barbour, Clerk of Council)
- B. Minutes from the October 17, 2024 City Council Budget Work Session (Heather Barbour, Clerk of Council)
- C. A Resolution Approving Then And Now Certificates For Purchase Orders Issued Above \$3,000 Where An Invoice Was Received Prior To The Purchase Order Date, As A Requirement Of Ohio Revised Code 5705.41 (D). (Heidi Ridenour, Finance Director)

6. Resolutions.

- A. A Resolution Authorizing The City Manager To Enter Into An Agreement With Rumpke Of Ohio, Inc. For The Collection And Disposal Of Solid Waste And For The Collection And Processing Of Recyclable Materials For The City Of Oxford And Its Residents For A Two (2) Year Period Commencing January 1, 2025 With Three (3) One (1) Year Options Through December 31, 2029. (Michael Dreisbach; Service Director)
- B. A Resolution Authorizing The City Manager To Request Advanced Payment Of Property Taxes To The City In 2025 From Butler County. (Heidi Ridenour, Finance Director)
- C. A Resolution Approving Revisions To The Employee Handbook. (Jessica Greene, Assistant City Manager)

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

- A. First Reading

1. An Ordinance Approving The Final Subdivision Application And Plat For South Farm Section IV Residential Subdivision Of 6.8 Acres With Conditions (Sam Perry, Community Development Director)
2. An Ordinance Vacating Right-Of-Way Associated With Roberts Drive And Hoover Drive, And Extinguishing Easements, As Were Previously Established By (Official Record) O.R. 7959 Pg 1551, Replat For South Farm Section 2 & 2a. (Sam Perry, Community Development Director)
3. An Ordinance Amending Section 183.03 Of The Oxford Codified Ordinances And Changing The Disposition Of The Convention Tax Receipts. (Jessica Greene, Assistant City Manager)
4. An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
5. An Ordinance Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
6. An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
7. An Ordinance To Adopt Fees And Charges For The Fiscal Year 2025. (Heidi Ridenour, Finance Director)
8. An Ordinance Establishing Salaries And Certain Benefits For Salaried And Hourly Full-Time And Part-Time Employees Within The Service Of The City Of Oxford, Ohio Paid From January 1st, 2025 Through December 31st, 2025. (Jessica Greene, Assistant City Manager)

B. Second Reading

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE	Meeting		
1.	Nov 6 Environmental Commission - CANCELED	Municipal Building	7:00 p.m.
	Nov 7 Housing Advisory Commission	Municipal Building	5:00 p.m.
	Nov 11 Public Arts Commission of Oxford	Municipal Building	4:15 p.m.
	Nov 12 Planning Commission	Courthouse	7:00 p.m.
	Nov 13 Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
	Nov 18 Oxford Recreation Board	Municipal Building	11:30 a.m.
	Nov 19 City Council	Courthouse	7:30 p.m.
	Nov 20 Board of Building Appeals	Courthouse	5:30 p.m.
	Nov 21 Climate Action Steering Committee	Municipal Building	8:30 a.m.
	Nov 21 Police Community Relations & Review Commission	Courthouse	7:00 p.m.
	Nov 26 Board of Zoning Appeals	Courthouse	6:30 p.m.
	Nov 28 City Offices CLOSED		
	Nov 29 City Offices CLOSED		
	Dec 3 City Council	Courthouse	7:30 p.m.
9.	Adjourn.		



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, OCTOBER 15, 2024 AT 7:30 PM

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

1. Roll Call.

Motion – To Enter Executive Session at 7:13 p.m. O.R.C. 121.22 (G)(1) To Consider Appointments to Boards and Commissions.

(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7

Mr. Smith, Ms. Franklin, Ms. French, Mr. Prytherch, Ms. Raghu, Mr. Bracken and Mayor Snavely

NAY # 0

ABS # 0

Motion – To Return from Executive Session at 7:22 p.m. O.R.C. 121.22 (G)(1) To Consider Appointments to Boards and Commissions.

(Voice Vote) 1st Ms. Raghu 2nd Ms. French

AYE # 7

NAY # 0

ABS # 0

A regular meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, October 15, 2024, at 7:30 p.m. Members in attendance were Chantel Raghu, Michael Smith, Amber Franklin, David Prytherch, Alex French, and Jason Bracken.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr.

Michael Dreisbach, Service Director; Mr. John Jones, Police Chief; Mr. John Detherage, Fire Chief; Mr. Sam Perry, Community Development Director; Ms. Heidi Ridenour, Finance Director; Mr. Ben Mazer, Assistant Law Director; and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Amend the Agenda by Adding 4. A. Appointments to Boards and Commissions and Adopt the Amended Agenda.

(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7

NAY # 0

ABS # 0

4. Public Participation.

Motion – To Appoint Ms. Bobbe Burke to the Public Arts Commission of Oxford.

(Voice Vote) 1st Ms. Franklin 2nd Ms. French

AYE # 7

NAY # 0

ABS # 0

A. Public Comments

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Public Comment - None

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from

consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Motion – To Approve the Consent Agenda.
(Voice Vote) 1st Ms. Raghu 2nd Ms. French
AYE # 7
NAY # 0
ABS # 0

- A. Minutes from the October 1, 2024 City Council Meeting (Heather Barbour, Clerk of Council)
- B. Report Regarding the October 2, 2024 Environmental Commission Meeting (Jessica Greene, Assistant City Manager)

6. Resolutions.

- A. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Playground Equipment Services For The Construction Of The Merry Day Playground Project For A Total Cost Not To Exceed \$100,500.00. (Casey Wooddell, Parks and Recreation Director)

Motion – To Adopt Resolution No. 7643.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Ms. Greene presented Mr. Wooddell's staff report and addressed questions and comments from the Council.

Public Comment - None.

- B. A Resolution To Accept The Recommendation Of The Oxford Recreation Board And Name The New Dog Park Facility Barkham Park. (Casey Wooddell, Parks and Recreation Director)

Motion – To Adopt Resolution No. 7644.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Mr. Elliott presented Mr. Wooddell's staff report and addressed questions and comments from the Council.

Public Comment - None.

- C. A Resolution Of The City Council Subcommittee Recommending The Dispersement Of The Community Assistance Funding In The 2025 Proposed Budget (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7645.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - Ms. Suzy Hummel, Hickory Hill Drive, TOPSS President - Ms. Hummel spoke on behalf of TOPSS, and wanted to thank the City Council for their support and continued partnership. Ms. Hummel shared that in July 2022 TOPSS served 176 unique families, fast forward to August 2024 TOPSS has served 504 unique families. Ms. Hummel noted the demand for services has nearly tripled in two years. Ms. Hummel expressed gratitude for the Council's support and willingness to continue being great partners with the City.

- D. A Resolution Authorizing the City Manager To Apply For A Butler County Community Development Block Grant For \$126,370.00 For The Construction Of A New Playground. (Jessica, Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7646.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 7
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - None.

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

A. First Reading

None.

B. Second Reading

1. An Ordinance Amending And Supplementing The Oxford Municipal Code By Revising A Chapter Of Part 7, Business Regulation Code, Chapter 744, Revising The Tobacco Retailer License Requirements For The Sale Of Tobacco And Paraphernalia Products In The City Of Oxford (Sam Perry, Community Development Director)

Motion – To Adopt Ordinance No. 3778.

(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7

Ms. French, Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Smith, Ms. Franklin, and Mayor Snaveley

NAY # 0

ABS # 0

Mr. Perry reported no changes since the first reading and offered to answer any questions.

Public Comment - None.

2. An Ordinance Amending Ordinance No. 3750 Supplemental Budget Ordinance Number 5 To Make Supplemental Appropriations For Fiscal Year 2024. (Heidi Ridenour, Finance Director)

Motion – To Adopt Ordinance No. 3779.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 7

Mr. Prytherch, Ms. Raghu, Mr. Bracken, Mr. Smith, Ms. Franklin, Ms. French, and Mayor Sanvely

NAY # 0

ABS # 0

Ms. Ridenour presented the changes since the first reading and addressed questions and comments from the Council.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

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

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE

Meeting

- | | | | | |
|----|--------|--------------------------------------|------------|-----------|
| 1. | Oct 16 | Board of Building Appeals - CANCELED | Courthouse | 5:30 p.m. |
| | Oct 17 | City Council Budget Work Session | Courthouse | 7:00 p.m. |
| | Oct 22 | Board of Zoning Appeals | Courthouse | 6:30 p.m. |
| | Nov 5 | City Council | Courthouse | 7:30 p.m. |

Nov 6	Environmental Commission - CANCELED	Municipal Building	7:00 p.m.
Nov 11	Public Arts Commission of Oxford	Municipal Building	4:15 p.m.
Nov 12	Planning Commission	Courthouse	7:00 p.m.
Nov 13	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
Nov 18	Oxford Recreation Board	Municipal Building	11:30 a.m.
Nov 19	City Council	Courthouse	7:30 p.m.

9. Adjourn.

Motion – To Adjourn at 8:08 p.m.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 7
NAY # 0
ABS # 0



**MINUTES
OXFORD CITY COUNCIL WORK SESSION
COURTHOUSE
THURSDAY, OCTOBER 17, 2024 AT 7:00 PM**

1. Roll Call.

A work session meeting of the Oxford City Council was called to order by Mayor Snively on Thursday, October 17, 2024, at 7:00 p.m. Members in attendance were Amber Franklin, Michael Smith, David Prytherch, Alex French, and Jason Bracken. Chantel Raghu arrived at 7:02 p.m.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. Michael Dreisbach, Service Director; Mr. John Detherage, Fire Chief; Mr. Zachary Moore, City Planner/GIS Coordinator; Mr. Geoff Robinson, Police Lieutenant; Mr. Casey Wooddell, Parks and Recreation Director; Ms. Heidi Ridenour, Finance Director; Ms. Stephanie Gray, Assistant Finance Director; and Ms. Heather Barbour, Clerk of Council.

2. Topic

A. Review and discuss the City Manager's Proposed 2025 Budget.

Mr. Elliott began the discussion by presenting slides outlining the proposed 2025 operating budget (slides included in minutes). Mr. Elliott shared a summary and then reviewed each fund. Mr. Elliott, Ms. Ridenour, Ms. Gray, and City Staff addressed questions and comments from the Council. Ms. Ridenour presented the Draft 2025 Fee Ordinance and addressed questions and comments from the Council (Draft Ordinance included in minutes).

3. Adjourn.

Motion – To Adjourn at 8:49 p.m.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Smith
AYE # 7
NAY # 0
ABS # 0

CITY OF OXFORD
CITY MANAGER'S PROPOSED BUDGET FY 2025
COUNCIL WORK SESSION
October 17, 2024



Douglas R. Elliott, Jr.
City Manager

FY 2025 Proposed Budget

- Budget Book Organized by Fund Type:
 - General Fund
 - Special Revenue Funds (23)
 - Debt Service Funds (2)
 - Capital Project Funds (9)
 - Enterprise Funds (17)
 - Internal Service (or Intragovernmental Service) Funds (2)
 - Fiduciary (Trust or Agency) Funds (2)

FY 2025 Proposed Operating Budget Summary

- Essential and sustainable budget
- Core services and programs funded
- Includes contracted pay adjustments
- Increase in employer contribution rates for employer provided health insurance
- Forecast revenue increase in income tax, hotel tax, property tax, and interest on investments
- General Fund is Balanced Budget (Revenues = Expenditures)

FY 2025 Proposed Operating Budget

General Fund Summary

- Proposed Operating Expenditures \$13,867,621 plus Net Transfers Out \$15,638,020
- 12.3% Increase in Expenditures or \$1,520,571 from 2024 Budget
- Due to increases in salaries, wages, withholding costs, and employer per employee health care costs (not including the transfer to the Fire/EMS Fund of \$400,000)
- Employer health care per employee per month expense increased from \$1,275 to \$1,615 (a 26.7% increase)

FY 2025 Proposed Operating Budget

General Fund Summary

- GF Revenues (excluding advances & transfers in) estimated at \$15,476,430
- 6.8% increase or \$990,619 from 2024 Budget
- Due to revenue increases of 3.6% (or \$350,000) in income tax, 22.2% (or \$60,000) in hotel tax, 8.2% (or \$69,650) in charges for public services, and 11% (or \$39,930) in investment income.
- Income Tax provides 64.9% and local property tax provides 12.5% of GF Revenues (excluding advances and transfers)

FY 2025 Proposed Operating Budget

General Fund Summary

- Security of persons and property (Police, Traffic Control, and Street Lighting) comprise 48.4% of GF operating expenditures & increased by \$930,782 or 14.2%
- Leisure time activities comprise 14.2% of GF operating expenditures & increased by \$137,021 or 6.6%
- General government programs comprise 17.3% of GF operating expenditures & increased by \$350,411 or 15.0%
- Fiscally responsible and sustainable Proposed Budget for FY 2025
- First reading of the Budget (Appropriation) Ordinance on 11/5 and second reading on 11/19

FY 2025 Proposed Operating Budget General Fund Summary

- Personnel Services at \$10,072,825 or 72.6%
- Operating Expenses at \$3,794,796 or 27.4%
- Total Expenses at \$13,867,621 or 100%

FY 2025 Proposed Operating Budget

GF Program Summaries

- Law Enforcement increased by 14.5% from FY 2024 Budget (includes wage increases of 4.5% for patrol and 4% for supervisors & non-commissioned in 2025 plus one additional police officer from 21 to 22)
- Traffic Control increased by 4.8%
- Street Lighting 0% (conversion to LED fixtures in 2021 reduced costs by 49%)
- Woodside Cemetery 0%
- Oxford Cemetery (acquired 12/15/22) decrease by 4.3%
- Public health 0%
- Community Assistance increased by 2.2% (allocation determined by Council subcommittee)
- Senior Citizens & Community Center 0%
- Aquatic Center increased by 8.4% (33.3 % increase in electric usage)

FY 2025 Proposed Operating Budget

GF Program Summaries

- Recreation Programs increased by 6.8% (Revenues cover 29.3% of expenses)
- Parks Maintenance increased by 5.5%
- Planning increased by 4.2% (increase in contracted services)
- Inspections increased by 21.4% (addition of PT Code Enforcement Officer in 2024 100% funded by Interact Grant)
- Affordable Housing moved to Community Assistance Program in 2025
- Urban Forestry maintain existing funding
- Economic Development increase of 7.2% (Increase in Contracted Services by moving PACO budget from Legislative to Economic Development)
- Management Information Systems increased by 57% (several one time expenditures in 2025)

FY 2025 Proposed Operating Budget

GF Program Summaries

- City Manager increased by 8.8%
- Finance increased by 6.2%
- Income Tax Collections increased by 23%
- Law 36.3% increase (dependent on labor negotiations and lawsuits)
- ACM/Human Resources-Communications increase by 8.8% (NEOGOV HR employee software)
- Clerk of Council increased by 7.7%
- Legislative decreased by 10.2%
- Municipal Building increased by 6.9% (retirement of Custodian)

FY 2025 Proposed Operating Budget

GF Program Summaries

- City Garage increased by 8.2%
- Courthouse increased by 0.6%
- Engineering increased by 7.4%
- Contingency no change

FY 2025 Proposed Operating Budget

Special Revenue Funds (23)

- Street & Highway Funds (2)
- CDBG Grant & Loan Funds (2)
- Parking Fund
- Life Squad Gift Fund
- Affordable Housing Trust Fund
- Law Enforcement Trust Fund
- Enforcement & Education Fund

FY 2025 Proposed Operating Budget Special Revenue Funds

- Fire & EMS Fund
- OVI Task Force Fund
- Southpointe TIF District Funds (5)
- OAT Property Tax Fund
- Small Business Loan Fund
- Local Coronavirus Relief Fund
- Coronavirus Local Fiscal Recovery Fund
- Opioid Settlement Fund
- Fire/EMS Property Tax Levy Fund
- Economic Development Fund

FY 2025 Proposed Operating Budget Street & State Highway Funds

- Street Maintenance increased by 12.1%
- State Highway Improvement Fund - Maintain Current Funding

FY 2025 Proposed Operating Budget CDBG & CDBG Loan Funds

- CDBG increased by 41.2% with estimated grant total of \$185,000
- CDBG Loan Fund \$160,000 estimated loan budget (no increase)

FY 2025 Proposed Operating Budget Parking Fund

- Revenues estimated at \$1,006,917
- Breakdown-Meter Collection 57.1%, Parking Garage Leases 16.4% (down) & Meter Fines 19.9%
- Transfer of \$110,000 to Capital Improvement Fund which was suspended for years 2021, 2022 & 2024 (5 years of interest free payments left)
- Transfer of \$15,000 to Parking Improvement Fund (plus transfer of \$350,000 from GF to Parking Improvement Fund in 2023+)
- Operating Expenditure decrease of 4.1%

FY 2025 Proposed Operating Budget

Other Special Revenue Funds

- Life Squad Gift Fund- no expenditures
- Affordable Housing Trust Fund- \$23,200
- Law Enforcement Trust Fund-\$8,400 for replacement vests
- Enforcement and Education Fund-\$2,000 for Respect for Law Camp & \$30,000 for Police tablets replacement

FY 2025 Proposed Operating Budget Fire & EMS Fund

- Revenues up 94.1% from 2024 (includes passage of Issue 2 Fire/EMS property tax levy)
- Overall increase of 24.7% due to increased Personnel Services of 3 FT FF/Paramedics (total 15) and Fire Station roof replacement (increase of \$902,516 from 2024 Budget)
- Contracted wage increases of 4.5% in 2025 and 3% in 2026 for Fire Union staff (15 employees)
- Wage increase of 4% for FT non-union (2) and PT FF/EMT/Paramedic
- 4 Straight Years of Deficit Spending
- 2024 Ending Fund Balance Projected to be \$451,241

FY 2025 Proposed Operating Budget

Other Special Revenue Funds

- OVI Task Force Fund- Maintain Current Level of Funding
- Southpointe TIF Districts 1, 2, 3, 4, & 5 (Receipt of TIF monies and transfer to Southpointe TIF Debt Service Fund) slight increase in transfers to TIF Debt Service Fund
- OAT Property Tax Fund- Transfer out monies received w/increase of \$75,000 or 7.2% (4 more years on 3.25 mill levy)
- Small Business Loan- \$5,000 capital outlay grant program proposed (facade improvement-and sustainability upgrade)
- Local Coronavirus Relief Fund (CARES)- No activity proposed for 2025.
- Coronavirus Local Fiscal Recovery Fund (ARPA)- No activity proposed for 2025.

FY 2025 Proposed Operating Budget

Other Special Revenue Funds

- Opioid Settlement Fund- no expenditures proposed
- Fire/EMS Property Tax Levy Fund- if adopted by voters
- Economic Development Fund- if proposal accepted by City Council

FY 2025 Proposed Operating Budget

Debt Service Funds (2)

- Aquatic Center Improvement Bonds \$307,050 (18 years remaining)
 - Paid for by Transfer each year from GF
- Southpointe TIF Improvement Bonds \$307,975 (4 years remaining)
 - Paid for by Transfers each year from Southpointe TIF Districts

FY 2025 Proposed Operating Budget

Capital Project Funds (9)

- Capital Equipment Fund
- Capital Improvement Fund
- Parking Improvement Fund
- Municipal Facilities Improvement Fund
- OAT Capital Improvement Fund
- Aquatic Center Capital Improvement Fund
- Southpointe Roadway Capital Improvement Fund
- High St. Pedestrian Safety Capital Improvement Fund
- Special Assessment Fund

FY 2025 Proposed Operating Budget

Capital Equipment and Improvement Funds

- Equipment

- Replacement of 2 Police Cruiser and Related Equipment \$144,000
- GIS Permit Processing Software \$51,828
- Replacement of 2003 Ford Ranger \$60,000
- Replacement of 2004 Ford Ranger \$50,000
- Total \$435,095

Improvements

- Street Maintenance and Resurfacing \$600,000
- Install Vehicle Charging Stations \$905,489
- Construct Sidewalk at NE corner of Locust/Spring \$372,000
- Total \$3,219,989

FY 2025 Proposed Operating Budget

Parking Improvement Fund

- Parking Garage Improvements \$15,000 a 98.3% decrease w/ major improvements completed in 2024

FY 2025 Proposed Operating Budget Municipal Facilities Capital Improvement Fund

- Maintenance and Repairs of City Facilities \$20,000
- Feasibility Study for Courthouse and Uptown Surface Lot \$50,000

FY 2025 Proposed Operating Budget Oxford Area Trail Capital Improvement Fund

- Construction of Phase V estimated at \$6.6 million
- Black Covered Bridge Repairs of \$450,000 in 2024 (encumbered for completion in 2025)
- 3.25 mills 10 Year OAT Levy will expire at the end of 2028

FY 2025 Proposed Operating Budget

Other Capital Project Funds

- Aquatic Center Capital Improvement Fund - project complete
- Southpointe Roadway TIF Capital Improvement Fund – project complete
- High Street Pedestrian Safety (MU) Capital Improvement Fund – project complete
- Special Assessment Fund – \$200,000 for Contracted Services & \$200,000 Repayment of Advance to the General Fund

FY 2025 Proposed Budget

Enterprise Funds (17)

- Water Operating Fund
- Water Improvement Fund
- Water Capacity Benefit Funds NE, NW, SE, & SW Quadrants
- Water Capital Equipment Fund
- Wastewater Operating Fund
- Wastewater Improvement Fund
- Wastewater Capacity Benefit Funds NE, NW, SE, & SW Quadrants
- Wastewater Capital Equipment Fund
- Storm Water Operating Fund

FY 2025 Proposed Budget Enterprise Funds

- Solid Waste Operating Fund
- Landfill Post-Closure & Investment Funds

FY 2025 Proposed Budget Water Operating, Improvement, Capacity Benefit, & Equipment Funds



FY 2025 Proposed Budget

Water Operating, Improvement, Capacity Benefit, & Equipment Funds

- Water Operating Fund-7.8% increase in operating expenditures
- Water Improvement Fund-Water Treatment Plant Modernization at \$18,935,000 and Replace Cast Iron Water Main on Ardmore St. from S. Campus Ave. to Chestnut St. at \$250,000
- Water Capacity Benefit Funds (I,II,III, & IV)- no planned expenditures
- Water Capital Equipment Fund- Replacement of 800 mHz portable radios 1/3 cost or \$47,667 (total \$143,001)

FY 2025 Proposed Budget

Wastewater Operating, Improvement, Capacity Benefit, & Equipment Funds

- Wastewater Operating Fund – 6.8% increase in operating expenditures
- Wastewater Improvement Fund - \$6,612,000 for WWTP projects including \$5,700,000 for Biotower Media Replacement, \$200,000 for replacement of Supervisory Control and Data Acquisition System (SCADA), and \$500,000 for Phosphorus Removal
- Wastewater Capacity Benefit Funds (I, II, III, & IV) – no planned expenditures
- Wastewater Capital Equipment Fund – \$91,556 in various equipment replacements including \$47,666 for Replacement of 800 mHz portable radios 1/3 cost (total \$143,001) and \$17,690 for UV Lamp Replacements

FY 2025 Proposed Budget Storm Water Operating Fund

- \$30,000 for contracted services if needed

FY 2025 Proposed Budget

Solid Waste Operating and Landfill Funds

- Solid Waste Operating Fund – Overall increase of 14.9% including Rumpke solid waste collection/disposal & recycling contract increase of 18.5%
- Food composting \$13,925
- Landfill Post Closure Fund – post closure costs at \$55,000, groundwater wells at \$50,000, and methane emissions reduction at \$10,000
- Landfill Post Closure Investment Fund – Interest Revenue \$50,000 & Expenditures (Bank & Investment Fees) \$1,200 plus transfer of \$100,000 to Solid Waste Fund

FY 2025 Proposed Budget

Internal Service Funds (2)

- Employee Benefits Fund – show an estimated 17.7% increase in expenditures at \$2,755,615 (actual \$3,001,374 in 2021, \$2,770,530 in 2022, and \$3,253,853 in 2023 w/ projected \$2,664,687 in 2024). The City joined Jefferson Health Plan (a COG) in 2024 and switched to HUB International for healthcare consulting to reduce employer costs.
- Internal Service Fund – 1.7% increase in purchase of fuel & each department/division or program charged for fuel costs

FY 2025 Proposed Budget Fiduciary Funds (2)

- Hotel & Convention Tax Fund – collection of hotel & convention tax (total 6%) plus STR tax to Affordable Housing Trust Fund & equal disbursement to Enjoy Oxford -13.0% increase in Tax Proceeds
- Board of Building Standards Fund – OBBC residential and commercial fees collected and disbursed to State of Ohio-7.1% increase

FY 2025 Proposed Budget Council Priorities

• Police Social Service Liaison (hired in 2022)	\$70,000	
• Power-Net Cable Access (annual cost) eliminated in FY 2025	\$31,200	
• Food Composting (annual cost)	\$13,925	
• Climate/Environmental Specialist (hired 6/23)	\$100,000	
• Water/Wastewater	\$40,000 (each)	
• General Fund	\$20,000	
• Solar Consultant for Evaluation of City Facilities	\$30,000	(1/3 GF,W,&WW)
• Feasibility Study of Meeting Community Electricity Needs w/ Renewable	\$20,000	
• College @ Elm Buildout	\$53,750	
• FY 2021/2022 Budget		
• LED Street Light Conversion (611 total)	\$350,000	
• Amtrak Rail Platform Engineering	\$250,000	
• Electric Vehicle Charging Stations Type I	\$26,000	
• Electric Automobile	\$30,000	
• 6 MW Community Solar Project	+\$10,388	(annual revenue)

FY 2025 Proposed Budget

Council Priorities

- Purchase 3 properties in 2023 on Chestnut Street for Affordable Housing at a total cost of \$595,000 (w/ ARPA Funds)
- Purchase 2 properties in 2023 on College Avenue for Economic Development at a total cost of \$575,159 (w/ ARPA Funds)
- Address Fire/EMS Staffing – ISSUE 2
- OAT Phases 4 (construction) & 5 (engineering)
- Amtrak (design, engineering, and property acquisition)
- Additional Funding for Creative Placemaking (total \$20,000)
- Create a childcare forgivable loan program that includes the requirement to accept JFS childcare vouchers (\$30K ARPA funds)

FY 2025 Proposed Budget

Ongoing and Future Council Priorities

- Update and Modernize the Zoning and HAPC Codes (Estimate \$120K ARPA)
- Transit Bike & Pedestrian Plan (\$150K Grant Funded through BCRTA)
- Economic Development Strategic Plan which will include concepts for focus areas identified in the Comprehensive Plan (\$50,000 ARPA)
- RFP for Development Plan for City Owned 47 acres
- City will explore solarizing a municipal building
- City will explore grants for increased tree canopy
- City will install 6 Level 3 rapid EV chargers - \$905,000 w/ no local match

FY 2025 Proposed Budget Council Priorities

- Continue the drop off food composting program. Hamilton County is exploring establishing a permitted food composting facility.
- Establish a funding program for expanded childcare facilities- \$30,000 from the interest on the CDBG Revolving Loan Fund
- Citizen survey for input on city budgeting- \$7,000

QUESTIONS?

ORDINANCE NO.

AN ORDINANCE TO ADOPT FEES AND CHARGES FOR THE FISCAL YEAR 2025.

WHEREAS, the City Manager and the Finance Director recommend City Council adopt fees for 2025, as itemized below.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and authorizes the adoption of the fees as contained herein. Additionally, the Council authorizes the City Manager to implement changes to existing fees or add new fees as deemed appropriate.

A. RECREATION DEPARTMENT (Residents living or working in the City of Oxford)

	<u>\$ Amount</u>		<u>\$ Amount</u>
	<u>Residents</u>		<u>Non-residents</u>
<u>1) YEARLY MEMBERSHIP FEES - TRI COMMUNITY CENTER</u>			
(INCLUDES OPEN GYM AND WEIGHT ROOMS - for eligible ages)			
Child (Ages 0-9)	FREE	FREE	
Youth (Ages 10-17)	10.00	12.00	11.00 14.00
Adult (Ages 18+)	20.00	25.00	22.00 28.00
<u>2) PRESCHOOL (per month)*effective 6/1/2025</u>			
Mon-Fri All Day	635.00	650.00	699.00 715.00
<u>3) SUMMER CAMP PROGRAM</u>			
Weekly	160.00		176.00
each additional child in family	140.00		154.00
Pre-school camps (1/2 Day)	70.00		77.00
Pre-school camps (Full Day)	130.00	140.00	143.00 154.00
<u>4) YOUTH SPORTS LEAGUES</u>			
Basketball			
Instructional League, Grade K	70.00	75.00	77.00 83.00
Competitive League, Grade 1-2	90.00	95.00	99.00 105.00
Competitive League, Grade 3-12	100.00	105.00	110.00 115.00
Flag Football League - Instructional	70.00		75.00
Flag Football League	85.00	90.00	94.00 99.00
<u>5) ADULT SPORTS LEAGUES</u>			
Adult softball	450.00	475.00	
<u>6) RESERVATION FEES</u>			
Oxford Aquatic Center			
Reservation, per hour (competition pool only)	150.00	160.00	165.00 176.00
Reservation, per hour (activity pool only)	220.00	230.00	242.00 253.00
Reservation, per hour (both pools)	235.00	245.00	259.00 270.00
Athletic Fields			
Per game, per field	35.00	40.00	39.00 44.00
Per day, per field	175.00	200.00	193.00 220.00
Per game, per field (preps)	35.00	40.00	39.00 44.00
Per hour, per field (lights)	35.00		39.00
Community Park Gazebo Reservation	15.00 per hour		17.00 per hour
Park Shelter Reservation	12.00 per hour		14.00 per hour
Electric Tap Fee	60.00 per day		100.00 per day
(Large machines such as ice machine, inflatables, etc.)			

7) AQUATIC CENTER

Season pool passes

Adult (18-59)	100.00		110.00	
Senior (60+)	80.00	85.00	88.00	94.00
Youth (2-17)	80.00	85.00	88.00	94.00
Child under 2	FREE		FREE	
Household (4 or less)	220.00	230.00	242.00	253.00

General admission

Adult (18-59)	8.00
Senior (60+)	7.00
Youth (2-17)	7.00
Child under 2	FREE

Swimming lessons

Parent/child	50.00	55.00
Preschool & Level I	50.00	55.00
Skill Level II thru V	55.00	61.00

8) SENIOR CITIZEN CENTER RENTAL

Includes kitchen & great room (minimum 2 hour rental)	60.00/hour	65.00/hour	66.00/hour	72.00/hour
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Special events and specialty class fees are established to cover the direct cost of each class/activity offered.

9) COMMUNITY EVENT TENT RENTAL

25.00	*per event	* Fee may be waived by the City Manager
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B. COMMUNITY DEVELOPMENT DEPARTMENT

1) ADMINISTRATIVE ZONING REVIEW

Administrative Zoning Review Item

Building Accessory, Minor Improvement, including Shed, Fence, and Temporary Tent - Residential	50.00	
Building Accessory, Minor Improvement, including Shed, Fence, and Temporary Tent - Commercial	100.00	
One or Two-Family Residential, New home or unit addition	100.00	
One or Two-Family Residential, Existing	50.00	
Three-Family or more Residential	50.00	per unit
Commercial (existing and new)	200.00	per unit
Revision after the 2nd submittal	100.00	
Sidewalk Use Permit	50.00	
Signs	25.00	plus \$1 per sq. ft. per side, per sign
Sign Face Change	25.00	per face
Zoning verification letter	50.00	
Site work permit or Construction Drawings	200.00	plus \$10.00 per acre
Demolition	50.00	
Zoning approval extension	50.00	

2) BOARD OR COMMISSION REVIEW

a) Planning Commission

Planning Commission Item

Conditional Use Permit	400.00	plus 10.00 postage
Annexation 100% owner petition	300.00	plus 1.00 per acre
Conceptual Review	No fee	
Subdivision Development, Preliminary	470.00	plus 10.00 per lot, plus 10.00 postage
Subdivision Development, Final	470.00	plus 10.00 per lot, plus 10.00 postage
Planned Development, Preliminary	470.00	plus 100.00 per acre, plus 10.00 postage
Planned Development, Final	470.00	plus 100.00 per acre, plus 10.00 postage

Minor Amendment to Conditional Use Permit or Planned Development	150.00	
Lot Consolidation	50.00	
Lot Split	50.00	
Zoning Code Amendment	250.00	plus 10.00 postage, per topic
Zoning Map Amendment	250.00	plus 10.00 postage
Significant changes to original application	Determined by the Community Development Director at a cost not to exceed original application	
Revision beyond the 2nd submittal, requiring zoning or engineering review.	100.00	per review
b) Historic & Architectural Preservation Commission		
<u>HAPC Item</u>		
Certificate of Appropriateness	50.00	
Pre-application	No fee	
Certificate of Appropriateness for demolition of Historic Structure	250.00	
Demolition permit historic building in historic district	10% demolition cost per HAPC code	
c) Board of Zoning Appeals		
<u>BZA Item</u>		
Variance Petition	200.00	plus 100.00 for each additional variance request up to 1,000.00, plus 10.00 postage
Appeal of Administrator's Decision	150.00	
Appeal of HAPC Decision	150.00	
<u>3) DOCUMENTS, MAPS, & OTHER MATERIALS</u>	At Media or Copy Cost Otherwise Noted	
<u>4) PLANNING AND DATA SERVICES</u>	55.00	per hour
<u>C) INSPECTIONS (Building Official)</u>		
<u>1) One, Two, and Three-Family Dwellings and Accessory Buildings (OBOA - Residential Code of Ohio - Ohio Building Officials Association)</u>		
<u>Residential Building Item</u>		
Building - 1Fam/2Fam/3Fam - New / Add / Alt / Remodel	120.00	0.32 per sq ft
Mechanical (HVAC) - New / Add / Remodel	90.00	0.05 per sq ft
Electrical - New / Add / Remodel	90.00	0.05 per sq ft
Second and subsequent plan review (1/4 hr increments)	65.00	per hour
Minor Alteration (per each type of permit, Bldg, Elect, HVAC)	80.00	
Accessory structures: Awnings, Decks, Sheds (Accessory building <200 sq ft do not require building review)	90.00	plus 0.15 per sq ft
Furnace or A/C Replacement	85.00	per unit
Heat Pump	85.00	per unit
Gas Piping	75.00	
Geothermal trench/pressure test	75.00	
Electrical Service Upgrade / New / Reconnect	90.00	
Electric for Swimming Pool (In ground/above ground bonding/wiring)	90.00	
Electric Vehicle Chargers	90.00	
Demolition	75.00	per structure
Industrialized Unit - Foundation Only (Does not include elec. Service, decks, porches, garages or other add.)	125.00	
Roof Replacement or Structural Change	50.00	
Partial permits (where granted)	50.00	
Temporary Certificate of Occupancy (30 days)	150.00	
Certificate of Occupancy	50.00	
Occupying without a Certificate of Occupancy	250.00	
Permit extension if approved	100.00	
Copy Plans and Re-stamp	50.00	plus copy cost - estimate provided
Re-Inspection (Charge for the third and subsequent inspection)	90.00	
Non-Permit Inspection Request	80.00	
Out of Normal Hours Inspection	125.00	per hour/3 hr min
Swimming Pool deeper than 24"	100.00	
Solar Array	90.00	plus 5.50/panel
Solar Array with battery storage	120.00	plus 5.50/panel

Temporary Supply	75.00	
Temporary Tent 400-699 sq. ft. with sides	80.00	plus 0.15 per sq ft
Temporary Tent 700 sq. ft. or more with or without sides	80.00	plus 0.12 per sq ft
Fence over 6 feet tall	50.00	
Work Without Permit	Doubled permit fee	
Change of Building Plans (after approval)	75.00	plus 65.00 per hour (1/4 hr increments)
Residential Code of Ohio Surcharge	Applicants covered by this Code will be assessed an additional 1% surcharge fee as mandated by Ohio Administrative Code Section 4101:8-1-03	

2) Commercial Buildings (Ohio Building Code) Commercial and residential

Commercial Building Item

Building (Except Multi-Family)	220.00	plus 0.18 per sq ft
Building (Multi-Family)	220.00	plus 0.23 per sq ft
Mechanical	220.00	plus 0.06 per sq ft
Electrical	220.00	plus 0.06 per sq ft
Minor Alteration (Per each type of Permit: Building, Electric, HVAC, etc.)	100.00	
Fire Suppression Systems (all suppressed areas)	250.00	plus 0.065 per sq ft
Kitchen Exhaust Hood	250.00	
Hood Suppression System	250.00	plus 50.00 each addl unit
Underground Fire Line	250.00	plus 0.065 per linear ft
Fire Alarm System	250.00	plus 6.50 per device
Plan Review (1/4 hr increments)	90.00	per hour
Revision to approved plans	125.00	plus plan review
Demolition	100.00	per structure
Roof Replacements	250.00	
Storage Rack Systems	220.00	plus 0.18 per sq ft
Furnace or A/C Replacement	150.00	plus 65.00 per each addl unit
Geothermal Trench/Pressure Test	100.00	per inspection
Electric Vehicle Charging Stations	200.00	First charger/plus 150.00 per each add'l charger
Solar Arrays	220.00	plus 5.50 per panel
Solar Array with battery storage	250.00	plus 5.50 per panel
Industrialized Unit	220.00	plus 0.18 per sq ft
Partial Permit (where granted)	100.00	
Temporary Certificate of Occupancy (30 days)	350.00	
Certificate of Use and Occupancy (not associated with building permit)	250.00	
Certificate of Occupancy with a permit	100.00	
Re-Inspection (Charge for the third and subsequent inspection)	115.00	per inspection
Non-Permit Inspection Request	150.00	
Out of Normal Hours Inspection	125.00	per hour/ 3 hour min
Permit extension, if approved	100.00	
Temporary-Supply (electric)	90.00	
Change of Building Plans (after approval)	75.00	plus 100.00 per hour
Fuel Storage Tank	75.00	per tank
Temporary structures	80.00	plus 0.12 per sq ft
Temporary Tent 400-699 sq. ft. with sides	80.00	plus 0.15 per sq ft
Temporary Tent 700 sq. ft. or more with or without sides	80.00	plus 0.12 per sq ft
Awnings	75.00	
Signs	125.00	without electric
	150.00	with electric
Fence over 6 feet tall	50.00	
Work without a permit	Doubled Permit Fee	
Gas Piping	75.00	
OBC Surcharge	Applications covered by the OBC will be assessed an additional 3% surcharge fee as mandated by Ohio Administrative Code Section 4101:2-1-50(b)	

3) Rental Permits

a) Initial Establishment, Annual Renewal & Ownership Transfer

One-Family Structure	57.75	60.00	
Two-Family Structure	94.50	100.00	
Three-Family Structure	126.00	130.00	
Four-Family Structure	147.00	155.00	
Five or More Unit Structure	31.50	33.00	per unit
Fraternity or Sorority House	346.50	365.00	
Condominium	57.75	60.00	
Lodging House	115.50	120.00	

b) Late Renewal **per building**

After 30 days expired	10.00	15.00	
After 60 days expired	20.00	30.00	
After 90 days expired	30.00	45.00	
Fraternity Late Fee	50.00		

c) Re-inspection

75.00

2nd and subsequent Re-Inspection

150.00

d) **Property Maintenance and Building** Board of Appeals

Application	150.00	
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4) Tobacco Retailer Licensing

a) Annual Retailer License	250.00	
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b) Retailer License late fee	100.00	
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D) POLICE DIVISION

Events requiring Officers for Crowd or Traffic Control:

One Officer	60.00	per hour
Each additional Officer	60.00	per hour
Police Supervisor (Required for each 4 Police Officers)	70.00	per hour
Police Command Officer (Required for two squads of five Officers)	80.00	per hour

Per arrestee processed and transported to Butler

County Jail by Oxford Police Department on City of Oxford criminal charges	200.00	
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Subsequent per diem for inmates incarcerated in Butler

County Jail on City of Oxford criminal charges	100.00	
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Fingerprinting	15.00	
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Black Ink Card	15.00	
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Ohio Background Check	40.00	
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FBI Background Check	40.00	
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Ohio and FBI Combined Background Check	70.00	
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Local Records Checks	15.00	
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Solicitor permit	50.00	
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False Alarm Fees

Residential, Commercial & Industrial

1 to 2 Annually No charge

Residential

3 or more 100.00 per occurrence

Commercial/Industrial

3 to 4 Annually 100.00 per occurrence

5 to 6 Annually 200.00 per occurrence

7 to 8 Annually 400.00 per occurrence

9 or more 800.00 per occurrence

Accident, crime, other reports	0.10	per page
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Purchase Meter time

Special Event/Construction - four hours or less	6.00	per meter per day
Special Event/Construction - more than four hours	12.00	per meter per day
Signs: "No Parking by Order of the Oxford P.D."	1.00	per sign

Other fees

Impound/Immobilization Fees	125.00	
Each subsequent day or any part thereof	15.00	
Each subsequent day or any part thereof for vehicles covered or stored within a building	20.00	
Towing Charges	150.00	plus charges for services requiring specialized equipment or extra personnel
Administrative Citation Hearing Fee	20.00	per appeal (lost appeal only)
Administrative Citation Collection Fee	30%	of unpaid fine 20%
Animal Boarding		
1 st day or any part thereof	21.50	
Each subsequent day or any part thereof	13.50	

Unmanned Aerial System (drone) fees

Small Drone	25.00	per hour	150.00	per day
Large Drone	75.00	per hour	500.00	per day

Shared Active Transportation Permit Fees

Annual Permit Fee	500.00
Annual Public Infrastructure and Property Maintenance Fee	
per approved small vehicle	40.00
Small Vehicle Impound Fee	50.00

Parking

Smartmeters and Multi-space meters		
South Campus Avenue	1.00	per hour
High Street, Park Place	1.00	per hour
Municipal Surface Lot	1.00	per hour
Parking garage	0.50	per hour
Main Street	1.00	per hour
Beech St. & Poplar Street	0.50	per hour
Walnut Street & Church Street	0.25	per hour
Elm Street & 200 Block West High Street	0.25	per hour
Traditional coin-only meters	0.25	per hour

Parking Garage lease

Summer lease only (June 1- August 14)	150.00	
School year (August 15-May 31)	1,150.00	
Annual (August 15-August 14)	1,250.00	
Per Semester (August 15-December 31) January 1-May 31)	625.00	
Parking garage replacement/lost card	25.00	
Residential Permitted Parking	15.00	annually

Parking Collection Fees

Retrieval of vehicle record	2.00	per look up
Citations collection fee	30%	of unpaid fine

E) FIRE/EMS DIVISION

EMS Runs		
BLS-E	690.00	per run 825.00
ALS-1 E	1,030.00	per run 1,300.00
ALS-2 E	1,280.00	per run 1,400.00
EMS Mileage Rate	21.00	per loaded mile 22.00

Non-Emergency Transport			
BLS	690.00	per run	825.00
ALS	1,030.00	per run	1,300.00
Mileage	21.00	per loaded mile	22.00
Critical Care Interhospital Transport	3,000.00		
Mileage	21.00	per loaded mile	22.00
Court ordered restitution for transport refusal	400.00		
Fire Watch	60.00	per hour per person (2 hour min.)	
EMS Stand-By	60.00	per hour per person (2 hour min.)	
Fire and or EMS Coverage for Events	60.00	per hour per person (2 hour min.)	
CPR/AED/First Aid Training	40.00	Resident	
	50.00	Non-Resident	
Civil Citation Hearing Fee	Actual cost of Hearing Officer (lost appeal only, does not apply on first offense)		
Failure to show for scheduled inspection	75.00		
Building Plans Review	175.00		
Fire Review	150.00		
Fire Suppression Plans Review	150.00		
Underground Fire Line/Fire Dept. Connection	175.00		
Fire Alarm Plan Review	150.00		
Kitchen Hood	150.00		
Kitchen Hood Suppression System	150.00		
Revision/Change to Approved Plans	150.00		
Tent Plan Review/Inspection	175.00		
Initial Fire Inspection/First Re-Inspection	No Charge		
2nd and subsequent Re-inspection	150.00		
Re-Inspection fees are separate from any citation issued for violations of the Ohio Fire Code.			
Food Truck/ Trailer Annual Inspection	75.00		
Demolition	100.00	Residential	
	150.00	Commercial	
<u>F) SERVICE DEPARTMENT</u>			
<u>1) Water Service</u>			
Temporary meter deposit (hydrant connection)			
5/8 inch	520.00		
2 inch	1,665.00		
Daily set up and removal of device	106.00		
Cost of water by volume (temporary meter)	3.61	3.72	per 100 cubic feet
Bulk Water Service	3.61	3.72	per 100 cubic feet
Requires new account fee for service. Sanitary fees in effect for water entering sanitary system. Service available under the authority of the Service Director or his/her designee.			
Account Initiation Fee	50.00	(50% Water, 50% Sewer)	

Water rates

Volume charge	—————2.63	2.71	per 100 cubic feet
Base monthly charge Meter size (inch):			
3/4	—————9.50	9.80	
1	—————15.70	16.20	
1 1/2	—————31.50	32.50	
2	—————50.30	51.90	
3	—————94.40	97.25	
4	—————157.30	162.05	
6	—————314.70	324.15	
Outside city limits	35.00%	added to amounts above	
Late fee	10.00%		
Green Card distribution	5.00		
Gold Card distribution	5.00		
(If card leaves office, charge would be in additional to turn on fee if service is terminated.)			
Reconnection fee when payment is received before 3:00 PM	10.00		
After 3:00 PM and for weekends/holidays	50.00		
Irrigation Meter	At cost to City		
Irrigation Meter repair	5.00	plus costs	
"No show" on scheduled appointment	25.00		
Tap in fees			
Based on tap size (inch):			
1	—————3,248.00	3,345.00	
2	—————3,702.00	3,813.00	
4	—————4,547.00	4,683.00	
6	—————5,626.00	5,795.00	
8	—————8,488.00	8,743.00	
10	—————11,705.00	12,056.00	
12	—————13,421.00	13,824.00	
Outside city limits	35%	added to amounts above	
Separate meter pits	Time and materials		
Meter vault and Lid (based on meter size)	—————675.00	695.00	each additional (max of 4 pits per residential tap)
5/8 & 3/4 Inch - one included in tap fee			
3" and greater installed by the contractor at developer's expense			

Water Meter including RF remote sending unit (inch):

5/8 & 3/4	385.00	
Ally Remote Meter & Valve assembly	775.00	
1	486.00	
1 1/2	2,092.00	
2	2,384.00	
3	2,967.00	
4	5,008.00	
>4	Cost to City plus 10% administrative fee	

Water Capacity benefit charges

Meter size (inch):

5/8 & 3/4	1,730.00
1	4,480.00
1 1/2	9,023.00
2	14,626.00
3	29,098.00
4	45,372.00
6	90,980.00
8	145,508.00
10	209,502.00

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

Interest rate on past due capacity benefit permits
unpaid after 30 days

Highest rate allowable by law

New construction inspection	50.00	initial inspection/re-inspection of failed work
New water main Chlorination/Disinfection Inspection	150.00	
New water main valve operation/and line flushing	150.00	
New water main Hydrostatic testing	100.00	per test
New water main bacteria sampling/testing	150.00	per event (includes laboratory fees)
Water main installation inspection/outside normal working hours	City cost for inspection expense	
Fire Hydrant flow testing	100.00	per hydrant test
Backflow Prevention Permit	25.00	
Damage to City facilities	Repair cost plus 40%	
Participation in City Lead/Copper Sampling Program	30.00	credit to participant utility account

2) Sanitary Sewer service

Sewer rates

Volume charge	4.08	4.20	per 100 cubic feet
Base monthly fee	3.90	4.02	

Surcharges for High Strength Waste

Excess suspended solids	1.0-2.0 X Allowable Strength - 1.25 x Base Rate
	2.1-3.0 X Allowable Strength - 1.50 x Base Rate
	3.1-4.0 X Allowable Strength - 2.00 x Base Rate
	Over 4.01 X Allowable Strength - 4.00 x Base Rate

Excess biochemical oxygen demand	1.0-2.0 X Allowable Strength - 1.25 x Base Rate
	2.1-3.0 X Allowable Strength - 1.50 x Base Rate
	3.1-4.0 X Allowable Strength - 2.00 x Base Rate
	Over 4.01 X Allowable Strength - 4.00 x Base Rate

Excess oil and grease	1.25 / lb. > 50 mg/l
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Commercial preparer or server of food	0.10	per 100 cubic feet
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Sewage sampling fee	100.00
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Late fee	10%
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Sewer Capacity benefit charges

Meter size (inch):

5/8 & 3/4	1,730.00
1	4,480.00
1 1/2	9,023.00
2	14,626.00
3	29,098.00
4	45,372.00
6	90,980.00
8	145,508.00
10	209,502.00

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

Interest rate on past due capacity benefit permits unpaid after 30 days	Highest rate allowable by law
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New construction sanitary inspection

Lateral repair inspection	50.00	initial inspection
reinspection of failed work	50.00	
inspection of existing sanitary lateral repairs	50.00	
Sanitary sewer cleaning (jet truck)	345.00	per hour (1 hour min.)
Sanitary sewer main video inspection	345.00	per hour (1 hour min.)
Sanitary lateral video inspection	345.00	per hour (1 hour min.)
Sanitary sewer manhole inspection (vacuum method)	50.00	per manhole
Staff monitoring of private contractor video inspection	25.00	per hour (2 hour min.)
Sanitary sewer low pressure air test (per city specs)	25.00	per test section
Sanitary sewer main construction (inspection beyond normal working hours - overtime expense)	Cost to City	
Sanitary sewer Lift Station District Surcharge	Charge 50% surcharge to volume fee	
Locating service for private sanitary lateral	295.00	per hour (1 hour min.)
Non-compliance causing blockage or damage to City facilities	Response or repair cost plus 40%	
Special wastewater discharge application (tank pumping, groundwater, etc.)	25.00	
Special wastewater contaminated discharge treatment	0.10	per gallon
Acceptable analytical data required for special waste		
Damage to City facilities	Repair costs plus 40%	

3) Refuse service

Service Type	Monthly Charge	
Hand Service refuse	32.95	45.00
Hand Service recycling	15.00	25.00

Move in/out solid waste removal fee for all dwelling units with Rental permits within the Mile Square "Plus" area, as designated by Section 931.02 of the Oxford Codified Ordinance, excluding multiple dwelling units utilizing commercial dumpsters. **5.60 6.38**

	Rumpke	Admin	Total	
<u>Refuse</u>				
Residential	14.28	13.60	3.32	16.92
(Single family or multi-unit dwellings with four or less units)				17.60
Rental for Waste wheeler	3.00	-	3.00	3.50
Residential rates include 4.00 Recycle fee				
Commercial				
2 Cubic Yard dumpster				
1x/week	45.49	38.78	9.46	48.24
2x/week	86.44	61.40	14.97	76.37
3x/week	127.83	91.96	22.39	114.35
4x/week	168.33	119.13	28.98	148.11
5x/week	209.27	148.55	36.26	184.81
6x/week	250.22	177.97	43.45	221.42
Requested extra pick up (outside of normal schedule)	40.00	28.28	6.88	35.16
Rental fee	14.00	-	14.00	
3 Cubic Yard dumpster				
1x/week	58.51	50.14	12.22	62.36
2x/week	111.74	88.62	21.55	110.17
3x/week	164.67	128.24	31.17	159.41
4x/week	217.60	167.84	40.81	208.65
5x/week	270.53	206.33	50.19	256.52
6x/week	323.46	245.94	59.96	305.90
Requested extra pick up (outside of normal schedule)	45.00	29.40	7.16	36.56
Rental fee	17.00	-	17.00	
4 Cubic Yard dumpster				
1x/week	76.16	64.93	15.86	80.79
2x/week	144.71	114.72	27.98	142.70
3x/week	213.26	164.51	40.10	204.61
4x/week	281.81	215.43	52.43	267.86
5x/week	350.36	265.23	64.52	329.75
6x/week	418.90	313.89	76.37	390.26
Requested extra pick up (outside of normal schedule)	50.00	33.96	8.26	42.22
Rental fee	20.00	-	20.00	
6 Cubic Yard dumpster				
1x/week	113.40	96.68	23.59	120.27
2x/week	215.46	166.84	40.60	207.44
3x/week	317.52	237.01	57.96	294.97
4x/week	419.59	293.59	71.53	365.12
5x/week	521.65	381.87	93.18	475.05
6x/week	623.71	454.29	110.84	565.13
Requested extra pick up (outside of normal schedule)	55.00	37.08	9.02	46.10
Rental fee	23.00	-	23.00	

8 Cubic Yard dumpster					
1x/week	149.33	127.30	31.03	158.33	180.36
2x/week	283.72	220.10	53.58	273.68	337.30
3x/week	418.12	311.76	76.02	387.78	494.14
4x/week	552.51	404.56	98.47	503.03	650.98
5x/week	686.91	496.22	120.63	616.85	807.54
6x/week	821.30	589.01	144.02	733.03	965.32
Requested extra pick up (outside of normal schedule)	60.00	39.62	9.67	49.29	69.67
Rental fee		26.00	-	26.00	
Waste wheeler		Rumpke	Admin	Total	
1x/week	18.20	15.87	3.86	19.73	22.06
2x/week	34.59	27.15	6.62	33.77	41.21
3x/week	50.97	38.48	9.37	47.85	60.34
4x/week	67.35	49.80	12.15	61.95	79.50
5x/week	83.73	61.11	14.88	75.99	98.61
6x/week	100.12	72.43	17.63	90.06	117.75
Requested extra pick up (outside of normal schedule)	15.00	11.32	2.76	14.08	17.76
Rental fee	10.00	9.00	-	9.00	10.00

Recycling

2 Cubic Yard dumpster		
1x/week	40.33	48.25
2x/week	58.26	91.68
3x/week	73.94	135.11
4x/week	91.86	178.54
5x/week	107.56	221.97
Requested extra pick up (outside of normal schedule)	27.88	40.00

3 Cubic Yard dumpster		
1x/week	53.77	64.34
2x/week	78.43	122.25
3x/week	103.07	180.16
4x/week	129.97	238.07
5x/week	154.62	295.98
Requested extra pick up (outside of normal schedule)	29.10	45.00

4 Cubic Yard dumpster		
1x/week	67.22	80.42
2x/week	100.84	152.8
3x/week	134.45	225.17
4x/week	168.07	297.55
5x/week	201.66	369.93
Requested extra pick up (outside of normal schedule)	33.62	50.00

6 Cubic Yard dumpster		
1x/week	91.86	109.91
2x/week	140.05	208.82
3x/week	189.34	307.74
4x/week	239.76	406.65
5x/week	291.30	505.57
Requested extra pick up (outside of normal schedule)	36.68	55.00

8 Cubic Yard dumpster		
1x/week	110.93	132.72
2x/week	178.14	252.17
3x/week	245.37	371.62
4x/week	312.59	491.07
5x/week	379.82	610.52
Requested extra pick up (outside of normal schedule)	39.22	60.00
Waste wheeler		
1x/week	13.52	16.00
2x/week	20.27	30.40
3x/week	27.02	44.80
4x/week	33.78	59.20
5x/week	40.52	73.60
Requested extra pick up (outside of normal schedule)	11.27	15.00
Late fee	10%	
One time additional pickup permit stickers	15.00	per sticker
Compactor tickets	46.25	51.00 per 1 cubic yard
<u>4) Video service provider fee 5% of annual gross revenue</u>		
<u>5) Miscellaneous</u>		
Tree Plantings required by Codified Ordinance Chapter 1148	495.00	per tree
<u>G) ENGINEERING DIVISION</u>		
1) Design manual fees:		
Water and sanitary sewer improvement specifications	30.00	
Storm water management design	25.00	
Digital city standard drawings	15.00	Media
2) Map Order		
Media:		
Bond 8 1/2 x 11 B/W	4.00	
Bond 8 1/2 x 11 Color	4.00	
Bond 11 x 17 B/W	4.00	
Bond 11 x 17 Color	4.50	
Bond 24 x 36 B/W	10.00	
Bond 24 x 36 Color	11.00	
Bond 36 x 48 B/W	18.00	
Bond 36 x 48 Color	20.00	
Base and Zoning maps:		
Lots	5.00	plus media cost
Oxford Historic District	1.00	plus media cost
Corporation limits	Free	
Water lines	5.00	plus media cost
Sewer lines	5.00	plus media cost
Storm sewer lines	5.00	plus media cost
Zoning	5.00	plus media cost
Proposed development	5.00	plus media cost
Additional use permits	5.00	plus media cost
P.U.D.'s	5.00	plus media cost
Special use permits	5.00	plus media cost
Street index	1.00	plus media cost
Digital base map section	15.00	plus media cost

3) Plans and Specifications Sales	20.00-500.00	dependent on size of project
4) Document handling/forwarding fee to regulating agencies	25.00	
5) Engineering plan review for revisions after 2nd submittal	100.00	per submission
<u>H) STREET DIVISION</u>		
Street cut surface repair - April through November:		
Up to 40 sq. ft. (or 40 linear ft of curb totaling less than 40 sq. ft.)	148.00	
More than 40 sq. ft.	148.00	plus 3.70 per additional sq. ft.
December through March:		add 50% to above costs
Brick Street Repair	60.00	per sq. ft.
Sidewalk Curb Gutter Permit	25.00	
Work without a permit in ROW (Starting construction or work without permit)		Greater of \$200.00 or twice the cost of permit
Street Tree Permits		No charge
Removal of hazardous trees from private property		At cost to city plus 5% Administrative fee
Street Spills		Cost of time and materials for cleanup plus 10% administrative fee
Right-of-way Requests		
Personnel (misc. tasks	30.00	per hour
Event Electrician	120.00	plus necessary materials at cost
Road Closures/Detours	150.00	
Event Trash cans	6.00	
Street Signs		Cost of labor/materials used plus 10% administrative fee
Oxford Cemetery		
Gravesite Plots	975.00	
Cemetery Niches	1,000-2600.00	Based on size of Niche
Opening and closing of gravesite	975.00	
Additional charge after 3:30 pm weekdays or on weekends	100.00	200.00
Cremation Interments	500.00	
Additional charge after 3:30 pm weekdays or on weekends	100.00	200.00
Woodside Cemetery		
Gravesite plots	225.00	
Opening and closing of gravesite	275.00	375.00
Additional charge after 3:30 pm weekdays and on weekends	100.00	200.00
Street Banner Installation and removal	125.00	Single banner
Damage to City Facilities		Cost to City plus 40%
<u>I) FINANCE DEPARTMENT</u>		
Miscellaneous copies	0.10	per page per copy
Transcription of recorded public meeting		At cost to City
Final Annual Budget Document		
Paper	At cost to City	
Electronic	5.00	per DVD/CD
Any other method	At cost to City	
Annual Comprehensive Financial Report		
Paper	At cost to City	
Electronic	5.00	per DVD/CD
Any other method	At cost to City	
Hotel/Short term rental tax rates:		
Hotel tax	3%	
Convention tax	3%	
Motor Vehicle license tax	5.00	per motor vehicle
Motor Coach or Bus	25.00	each per year

Taxicab Company License	25.00	per year
Taxicab per Operator License	25.00	per year
Taxicab per Vehicle License	25.00	per year
Vendor License	50.00	per month or
	300.00	per Calendar year
NSF check Fee	At cost to City	

SECTION 2: This ordinance repeals ordinance adopted by the City of Oxford, but does not repeal the enabling language of the legislation by which these fees were previously adopted, which language shall otherwise remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY : LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Finance
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	A Resolution Approving Then And Now Certificates For Purchase Orders Issued Above \$3,000 Where An Invoice Was Received Prior To The Purchase Order Date, As A Requirement Of Ohio Revised Code 5705.41 (D). (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Staff is requesting Council to approve the then and now certificates for purchase orders issued above \$3,000 where an invoice was received prior to the purchase order date. After discussing the issue with the Auditors, they requested we begin bringing any purchase orders meeting this criteria, to Council for approval for compliance with the O.R.C. 5705.41 (d).

RESOLUTION NO.

A RESOLUTION APPROVING THEN AND NOW CERTIFICATES FOR PURCHASE ORDERS ISSUED ABOVE \$3,000 WHERE AN INVOICE WAS RECEIVED PRIOR TO THE PURCHASE ORDER DATE, AS A REQUIREMENT OF OHIO REVISED CODE 5705.41 (D).

WHEREAS, Council in accordance with Ohio Revised Code, shall approve any purchases made over \$3,000 where an invoice is dated prior to the purchase order date; and

WHEREAS, at the time the merchandise was purchased and at the time the purchase order was executed to cover the purchase, a sufficient sum was appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances; and

WHEREAS, there is a sufficient sum appropriated for the purpose of such contract and in the treasure or in process of collection to the credit of an appropriated fund free from any previous encumbrances.

WHEREAS, the City Manager and the Finance Director recommend Council approve authorizing such certificates, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director approving Then and Now Certificates for purchase orders issued above \$3,000 where an invoice was received prior to the purchase order date.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

Appendix A

P.O. Number	P.O. Date	Vendor	Amount	Purpose
4882	08/23/24	Rawdon Myers, Inc	\$ 3,500.00	Programming for H.S. #5 pump



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	10/10/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into An Agreement With Rumpke Of Ohio, Inc. For The Collection And Disposal Of Solid Waste And For The Collection And Processing Of Recyclable Materials For The City Of Oxford And Its Residents For A Two (2) Year Period Commencing January 1, 2025 With Three (3) One (1) Year Options Through December 31, 2029. (Michael Dreisbach; Service Director)
COUNCIL GOAL AREA:	Essential Operations\$
BUDGETED AMOUNT:	\$ 1,460,625.00
ACCOUNT CODE:	341.851.52340
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 10/10/2024

DISCUSSION:

The City advertised for proposals for the collection of solid waste and recyclable materials in the *Hamilton Journal-News* newspaper on September 20 and 27, 2024. MSW Consultants, Republic Waste Management, and Rumpke of Ohio, Inc. (Rumpke) accessed the proposal from the City's website. Rumpke currently has the City's refuse and recycling contract that expires December 31, 2024.

The City of Oxford requested bids for two contract time periods. The first was for solid waste services for the 2025 and 2026 time period, with the possibility of three additional one-year extensions (2027, 2028 and 2029), with not-to-exceed annual percentage increases allowed. This duplicates the existing contract. The second was for the entire five-year years from 2025-2029. Curbside residential food scrap collection for composting was again included in the proposal.

New to this proposal was requested pricing for commercial cardboard only recycling which was included for both of the contract periods. Pricing requests for curbside food scraps collections for composting were included for both of the contract periods as well.

A sealed proposal from Rumpke of Ohio, Inc. (Rumpke) was publicly opened and read aloud on October 3, 2024. Rumpke submitted bids for the requested services described above. However, no pricing was provided for the residential food scrap collections as Rumpke does not have the facilities with the necessary State license to provide for food scraps composting, and the two closest State-licensed facilities are too far away (both southeast of Dayton, Ohio) to be cost-efficient for transportation.

The total cost differences between Rumpke's two-year contract with annual extension options versus the five-year contract had the five-year contract prices costing the City more in the long run, for both residential and commercial services. For residential service, the five-year total was \$431,767 (10.04%) more expensive to the City over the 2025 – 2029 time period. Summaries of the existing and proposed Rumpke fees are attached. Discussion below will focus on the two-year contract, with three annual extensions.

The monthly residential service charges to the City with the two-year contract and possible three annual extensions are \$16.53 (\$11.53 for solid waste and \$5.00 for recycling) during the 2025-2026 time period. The current monthly residential service charges for 2024 to the City is \$13.95 (\$9.64 for solid waste and \$4.31 for recycling). The 2025-2026 residential account's expense to the City has increased by \$2.58 per month for recycling and trash collections when compared to the current charges (an 18.49% increase).

During the 2025-2026 contract period, the monthly commercial refuse collection prices for once weekly collection increased between \$3.01 (11.95% for a 96-gallon lidded, wheeled tote) and \$19.48 (12.50% for an 8-cubic yard dumpster). Monthly commercial recycling collection prices for once weekly collection increased between \$1.93 (13.72% for a 96-gallon lidded, wheeled tote) and \$17.31 (15.00% for an 8-cubic yard dumpster).

It is the recommendation of Staff that the City Council authorize the City Manager to enter into an agreement with Rumpke of Ohio, Inc. for the collection and disposal of solid waste and for the collection and processing of recyclable materials. This agreement would be for a two-year period commencing on January 1, 2025 and could be extended by annual options through December 31, 2029.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND FOR THE COLLECTION AND PROCESSING OF RECYCLABLE MATERIALS FOR THE CITY OF OXFORD AND ITS RESIDENTS FOR A TWO (2) YEAR PERIOD COMMENCING JANUARY 1, 2025 WITH THREE (3) ONE (1) YEAR OPTIONS THROUGH DECEMBER 31, 2029.

WHEREAS, the City advertised for proposals in the *Hamilton Journal-News* on September 20, 2024 and on September 27, 2024. City staff also directly contacted local waste haulers to alert them of the bidding opportunity. One (1) sealed proposal was opened and publicly read aloud on October 3, 2024. The lowest, best and only proposal was provided by Rumpke of Ohio, Inc.

WHEREAS, the City Manager and the Service Director recommend City Council accept the proposal of Rumpke of Ohio, Inc. as the lowest, best and only proposal for the collection and disposal of solid waste and for the collection and processing of recyclable materials for the City of Oxford and its residents for a two year period commencing on January 1, 2025. The agreement could be extended by annual options through December 31, 2029.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Service Director and finds Rumpke of Ohio, Inc. to be the lowest, best and only bidder for the collection and disposal of solid waste and for the collection and processing of recyclable materials for the City of Oxford and its residents.

SECTION 2: The City Manager is hereby authorized to enter into a two (2) year agreement with three (3) one (1) year options in a form acceptable to the Law Director with Rumpke of Ohio, Inc. for the collection and disposal of solid waste and for the collection and processing of recyclable materials for the City of Oxford and its residents effective January 1, 2025 pursuant to the terms of the proposal submitted by Rumpke of Ohio, Inc. by reference herein.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

CITY OF OXFORD
CUSTOMER-OWNED CONTAINER PRICE SCHEDULE
January 1, 2025 to December 31, 2026

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
Toter	18.20	34.59	50.97	67.35	83.73	100.12	15.00
2 YD	45.49	86.44	127.38	168.33	209.27	250.22	40.00
3 YD	58.81	111.74	164.67	217.60	270.53	323.46	45.00
4 YD	76.16	144.71	213.26	281.81	350.36	418.90	50.00
6 YD	113.40	215.46	317.52	419.59	521.65	623.71	55.00
8 YD	149.33	283.72	418.12	552.51	686.91	821.30	60.00

CITY OF OXFORD
RUMPKE-OWNED CONTAINER PRICE SCHEDULE
January 1, 2025 to December 31, 2026

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
Toter	28.20	44.59	60.97	77.35	93.73	110.1	15.00
2 YD	59.49	100.4	141.38	182.33	223.27	264.22	40.00
3 YD	75.81	128.74	181.67	234.60	287.53	340.46	45.00
4 YD	96.16	164.71	233.26	301.81	370.36	438.90	50.00
6 YD	136.40	238.46	340.52	442.59	544.65	646.71	55.00
8 YD	175.33	309.72	444.12	578.51	712.91	847.30	60.00

Commercial Trash Cart Customers:

\$18.20 Per Month – Service
\$10.00 Per Month – Rental

CITY OF OXFORD
RECYCLING CONTAINER PRICE SCHEDULE
January 1, 2025 to December 31, 2026

COMMINGLE OR CARDBOARD ONLY*:

SIZE	1X	2X	3X	4X	5X	6X	EOW	EXTRA
Toter	16.00	30.40	44.80	59.20	73.60	88.00	N/A	15.00
2 YD	48.25	91.68	135.11	178.54	221.97	265.40	36.19	40.00
3 YD	64.34	122.25	180.16	238.07	295.98	353.88	48.26	45.00
4 YD	80.42	152.80	225.17	297.55	369.93	442.31	60.32	50.00
6 YD	109.91	208.82	307.74	406.65	505.57	604.48	82.43	55.00
8 YD	132.72	252.17	371.62	491.07	610.52	729.97	99.54	60.00

**Monthly rates quoted above are based on Rumpke-owned recycling containers.*

EQUIPMENT RENTAL PRICES:

- 2YD = \$14.00 Per Month
- 3YD = \$17.00 Per Month
- 4YD = \$20.00 Per Month
- 6YD = \$23.00 Per Month
- 8YD = \$26.00 Per Month
- Trash Carts: \$3.50 Each - Residential
- \$10.00 Each - Commercial

CITY OF OXFORD TRANSFER STATION: \$495.00 Per Month Equipment Lease
\$615.00 Per Load + \$45.00/tn over 5 tons
(42YD Compactor)

ROLL-OFF CONTAINERS:

- 20 YD = \$3.50 Per Day + \$585.00 Per Load
- 30 YD = \$3.50 Per Day + \$615.00 Per Load
- 40 YD = \$3.50 Per Day + \$645.00 Per Load

*****Roll-off accounts must be individually excluded from the regulatory program*****

MOVE-IN/MOVE-OUT WEEKS: \$190.00 Per Truck Hour + \$45.00 Per ton

CARRYOUT SERVICE:

- \$45.00 – 1x Week Trash
- \$25.00 – 1x Week Recycle

RESIDENTIAL:

- \$11.53 – Solid Waste Collection
- \$5.00 – Curbside Recycling Collection

CITY OF OXFORD
CUSTOMER-OWNED CONTAINER PRICE SCHEDULE
January 1, 2024 to December 31, 2024

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
Toter	16.19	27.69	39.25	50.80	62.33	73.88	11.55
2 YD	39.56	62.63	93.80	121.51	151.52	181.53	28.85
3 YD	51.14	90.39	130.80	171.20	210.46	250.86	29.99
4 YD	66.23	117.01	167.80	219.74	270.53	320.17	34.64
6 YD	98.61	170.18	241.75	299.46	389.51	463.38	37.82
8 YD	129.85	224.50	318.00	412.65	506.14	600.79	40.41

CITY OF OXFORD
RUMPKE-OWNED CONTAINER PRICE SCHEDULE
January 1, 2024 to December 31, 2024

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
Toter	25.19	36.69	48.25	59.80	71.33	82.88	11.55
2 YD	53.56	76.63	107.80	135.51	165.52	195.53	28.85
3 YD	68.14	107.39	147.80	188.20	227.46	267.86	29.99
4 YD	86.23	137.01	187.80	239.74	290.53	340.17	34.64
6 YD	121.61	193.18	264.75	322.46	412.51	486.38	37.82
8 YD	155.85	250.50	344.00	438.65	532.14	626.79	40.41

Commercial Trash Cart Customers:

\$16.19 Per Month – Service
\$ 9.00 Per Month – Rental

CITY OF OXFORD
RECYCLING CONTAINER PRICE SCHEDULE
January 1, 2024 to December 31, 2024

SIZE	1X	2X	3X	4X	5X	6X	EOW	EXTRA
Toter	14.07	21.09	28.11	35.15	42.16	49.20	N/A	11.73
2 YD	41.96	60.62	76.93	95.57	111.90	130.55	29.01	29.14
3 YD	55.95	81.60	107.23	135.22	160.86	186.52	37.12	30.27
4 YD	69.93	104.92	139.88	174.86	209.80	244.79	44.07	34.98
6 YD	95.57	145.71	196.99	249.45	303.07	354.36	62.64	38.16
8 YD	115.41	185.33	255.29	325.22	395.17	463.92	85.84	40.80

**Monthly rates quoted above are based on Rumpke-owned recycling containers.*

EQUIPMENT RENTAL PRICES:

- 2YD = \$14.00 Per Month
- 3YD = \$17.00 Per Month
- 4YD = \$20.00 Per Month
- 6YD = \$23.00 Per Month
- 8YD = \$26.00 Per Month
- Trash Carts: \$3.00 Each - Residential
- \$9.00 Each - Commercial

CITY OF OXFORD TRANSFER STATION: \$495.00 Per Month Equipment Lease
\$557.13 Per Load (42YD Compactor)

ROLL-OFF CONTAINERS:

- 20 YD = \$3.50 Per Day + \$477.54 Per Load
- 30 YD = \$3.50 Per Day + \$509.38 Per Load
- 40 YD = \$3.50 Per Day + \$541.21 Per Load

*****Each roll-off account must be individually excluded from the regulatory program since new rates include current surcharges*****

MOVE-IN/MOVE-OUT WEEKS: \$187.54 Per Truck Hour

CARRYOUT SERVICE:

- \$35.48 – 1x Week Trash
- \$16.16 – 1x Week Recycle

RESIDENTIAL:

- \$9.64 – Solid Waste Collection
- \$4.31 – Curbside Recycling Collection



CONTRACT DOCUMENTS

and

SPECIFICATIONS

for

2025

Refuse Collection/Disposal

and

Recycling Collection/Processing/Marketing

September 2024

Prepared by:

City of Oxford
Service Department
15 South College Avenue
Oxford, Ohio 45056
(513) 524-5206
City of Oxford, Ohio

**CONTRACT DOCUMENTS
AND SPECIFICATIONS**

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LEGAL NOTICE

Sealed Proposals will be received by the City of Oxford (City), at the office of the Service Director, 15 S. College Ave., Oxford, Ohio 45056-1887, until 3:00 p.m. local time, **October 3, 2024**, and publicly opened and read aloud at that time. Sealed proposal must be clearly labeled "Refuse and Recycling Proposal." Proposals received after 3:00 p.m. on October 3, 2024 will not be considered.

The work for which Proposals are invited consists of furnishing all labor and material for the 2025 Solid Waste Collection/Disposal and Recycling Collection/Processing/Marketing and all other work as may be necessary to complete the contract in accordance with the specifications.

A Pre-Bid Meeting will be held regarding this project on **Thursday, September 26, 2024** at 10:30 a.m. at the second floor conference room in the City of Oxford Municipal Building located at 15 S. College Avenue, Oxford, Ohio.

Contract Documents may be obtained from the office of the Service Director, 15 S. College Avenue, Oxford, Ohio 45056, or by downloading from the City of Oxford web site at www.cityofoxford.org.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

The City reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who in the City's consideration offered the lowest and best Proposal. The City also reserves the right to hold all proposals for 60 days.

Michael Dreisbach
Service Director

Advertised: Hamilton Journal-News
September 20, 2024 and September 27, 2024

**CITY OF OXFORD
2025
REFUSE COLLECTION/DISPOSAL AND RECYCLING
COLLECTION/PROCESSING/MARKETING**

INSTRUCTIONS TO BIDDERS

1. Special Conditions

Special conditions included in the specifications shall take precedence over any provisions stipulated hereunder.

2. Submission of Proposal

Proposals must be received prior to the specified time of closing as designated in the legal notice. Bids must be submitted on this proposal form and enclosed in a sealed envelope marked as specified in the legal notice. Blank spaces in the proposal must be completed and the clauses of the proposal are not to be changed. Proposals having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder. Any additional corrections, limitations, or provisions attached to the proposal may result in its rejection. The entire bid document shall be returned intact and all pages shall be in proper sequence. Bidders are invited to be present at the opening of the proposals.

3. Acceptance and Rejection

This proposal submitted by the bidder to the City of Oxford (City) will be accepted or rejected within a period of sixty (60) days from the bid opening date. The City reserves the right to reject any and all bids, to waive technicalities and to re-bid at the City's sole discretion. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "all or none" basis must clearly state such fact in the proposal. Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel their proposal for a period of 60 (sixty) calendar days after said advertised closing time for the receipt of proposal.

4. Proposal Bond (Guaranty Bond)

The proposal must be accompanied by either a bond from an approved surety company or a certified check on a solvent bank drawn and made payable to the "City of Oxford". Proposal bond shall be for 10% of the bid price as presented as "Total I.A." of the Bidder Proposal Sheet (Attachment A), multiplied by the total number of residential collections per week (3,717). Proof of authority of the officer or agent signing the bond, together with a recent financial statement of the surety company shall be attached.

5. Contract

The bidder to whom an award is made will be required to execute a written contract with the City for the full amount of the bid in the form hereto attached within ten (10) days after receiving such contract for execution.

6. Contract/Performance Bond

The Contractor to whom the contract is awarded must obtain either a bond from an approved surety company or a certified check on a solvent bank drawn and made payable to the “City of Oxford” in the amount of one year’s performance on the contract.

7. Taxes

Federal and/or state taxes are not to be included in prices quoted. The successful bidder shall be furnished an exemption certificate, if requested.

8. Pricing

Bidders are to quote firm or fixed prices unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will rule.

9. Additions and Exceptions to Proposal

The attached specifications are not intended to limit bidding. Where specific requirements are not feasible or within bidders’ capabilities, bidders may substitute proposals taking exception to the specifications. Each exception shall then be listed on an attached sheet which the bidder may submit with the bid proposal documents attached thereto.

10. Equal Employment Opportunity

The contractor shall comply with the equal opportunity policies of the City and shall certify compliance on the form provided and return with the proposal.

11. Non-Collusion Affidavit

The bidder shall complete and submit the non-collusion affidavit furnished with the bid forms.

12. Affidavit of Non-Delinquency

The bidder to whom an award is made will be required to complete and submit the affidavit of non-delinquency of personal property taxes. This form shall be submitted within ten (10) days after receiving such contract for execution.

13. Submissions

The following shall serve to summarize the bidder's submissions with the proposal:

- a. Form of proposal;
- b. Bid bond/bid guaranty;
- c. Surety power of attorney (not required with certified check);
- d. Certified check (not required with surety bond);
- e. Non-collusion affidavit;
- f. Equal employment opportunity certification;
- g. List of exceptions or additions, if any;
- h. Affidavit of non-delinquency of personal property taxes; and
- i. Completed bidder proposal sheet attachment.

14. Acceptance

The Service Director reserves the right to accept or reject any or all bids which may be deemed to be in the best interest of the City.



NON-COLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first and duly sworn, deposes and says that he/she is

(sole owner, partner, president, secretary, etc.)

of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Oxford, Ohio or any person or persons interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 2024.

Notary Public in and for _____ County, _____

My commission expires _____



2025 -2026 Refuse Collection/Disposal and Recycling Collection/Processing/Marketing

CERTIFICATION OF FISCAL OFFICER

The undersigned, Heidi Ridenour, as Finance Director of the City of Oxford, Ohio hereby certify that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

Heidi Ridenour, Finance Director

Date_____



BID BOND
(BY SURETY COMPANY)

NOTE: If this Bond is provided, a separate Contract Bond is not required.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as principals, and _____ as sureties, are hereby held and firmly bound unto the City of Oxford, Ohio as obligee, in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as “2025 Refuse Collection/Disposal and Recycling Collection/Processing/Marketing”. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2024.

Now, therefore, if the obligee shall make any award according to the terms of said bid and the principal shall enter into a contract with said obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified, within thirty days after the date of award; or if the principal shall in the case of failure to do so, indemnify the obligee against any loss the obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise, to remain in full force and virtue.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 2024.

Principal

By: _____

Surety

By: _____
Attorney in Fact



BID GUARANTY
(BY CERTIFIED CHECK, CASHIER'S CHECK OR LETTER OF CREDIT)

NOTE: If this Guaranty is provided, a separate Contract Bond is required.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as principal, and _____ as sureties, are hereby held and firmly
bound unto the City of Oxford, Ohio in the penal sum of _____
dollars, for the payment of which well and truly to be made, we whereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day _____, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
principal did on the ____ day of _____, 2024, enter into a contract with the City of
Oxford, Ohio which said contract is made a part of this bond the same as though set forth herein:

Now, if the said _____ shall well and faithfully do and perform the
things agreed by the City of Oxford, Ohio to be done and performed according to the terms of said
contract; and shall pay all lawful claims of subcontractors, materialman, and laborers for labor
performed and materials furnished in the carrying forward, performing or completing of said contract;
we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer
having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the
same shall remain in full force and effect; it being expressly understood and agreed that the liability of
the surety for any and all claims hereunder shall in no event exceed the penal amount of the obligation
of said surety on its bond.

(Principal)

(Surety)

NOTE: All Certified Checks, Cashier's Checks and Letters of Credit shall be made payable to the City
of Oxford, Ohio.



CONTRACT BOND

(Required only if Bid Guaranty is provided and Contract awarded.)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned of _____
as principal, and _____ of _____
as surety, are held and firmly bound unto the City of Oxford, Ohio in the penal sum of
_____ Dollars, (\$ _____) for the payment of which
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
principal will on the _____ day of _____, 2024, enter into a contract with the City of Oxford,
Ohio which said Contract is made a part of this bond the same as though set forth herein.

Now, therefore, in the event that said proposal is accepted, if the said principal within ten days
next after the awarding of the said contract enter into a proper contract in accordance with the
proposal, plans, details, specifications and bill of material, which said proposal and contract are made a
part of this Bond the same as though set forth herein; and faithfully perform each and every condition
of such contract; and indemnify the Owner against all damage suffered by failure to perform such
contract according to the provisions thereof and in accordance with the plans, details, specifications
and bill of material therefore; and pay all lawful claims of subcontractors, material men and laborers
for labor performed or material furnished in carrying forward, performing or completing of said
contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor,
material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall
be void; otherwise the same shall remain in full force and effect; it being expressly understood and
agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the
penal amount of this obligation as herein stated.

(continued next page)

CONTRACT BOND

(continued)

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligation of said surety on this bond and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 2024.

I hereby approve the form and correctness of the foregoing bond.

Owner's Legal Officer



NOTICE OF AWARD

2025 Refuse Collection/Disposal and Recycling Collection/Processing/Marketing

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated October 3, 2024 and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____ per month per residential account.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractors Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 2024.

Michael B. Dreisbach, Service Director

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged.

by _____,

this the _____ day of _____, 2024.

By _____

Title _____



NOTICE TO PROCEED

To:

Date:

2025 Refuse Collection/Disposal and Recycling Collection/Processing/Marketing

Owner: The City of Oxford
 15 South College Avenue
 Oxford, Ohio 45056-1887

You are hereby notified to commence work in accordance with the Agreement dated
_____, 2024 on January 1, 2025.

Michael B. Dreisbach, Service Director

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by _____
this, the ____ day of _____, 2024.

By: _____

Title: _____

SPECIFICATIONS
CITY OF OXFORD
2025
SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING
COLLECTION/PROCESSING/MARKETING

I. General

The City is considering having the refuse and recycling contract either as an initial two-year contract with up to three one-year extensions at not-to-exceed percentages (Option A), or as a five year contract (Option B) for the services specified herein. Costs and rates associated with the specifications for both contract lengths shall be included in the Bidder Proposal Sheet (Attachment A). The Contractor shall bill the City on a monthly basis, and the City shall subsequently bill the customers. The City reserves the right to separate out portions of the proposed work and award various portions of the project to various contractors.

A. Collection and Disposal of Refuse and Collection, Transportation, Processing, and Marketing of Recyclables

1a. Flat-rate fee for up to ten (“10-item”) refuse and/or recycling containers per customer

The Contractor would be responsible for the collection and disposal of all refuse and recyclable materials placed curbside (or at other approved location) in appropriate containers and/or appropriately prepared (as described in Section II.) on a weekly schedule. Currently, the residential collection schedule is Monday through Friday.

1b. Curbside collection of residential food scraps for composting

The City would like to consider offering residential customers the option of diverting food scrap products from being disposed in a sanitary landfill. The food scraps are to be processed into compost at a facility licensed by the Ohio Environmental Protection Agency. The Contractor shall be responsible as described in 1a. (above) of these specifications. If the Contractor requires a specific container for curbside food scraps collection (up to 15 gallons per residential account weekly), its cost shall be covered by the Contractor.

2. Dumpster collection

The Contractor would be responsible for collecting and disposing of all refuse and/or recyclable materials placed in dumpsters on a weekly schedule. The solid waste and recyclable materials shall not be co-mingled in the same collection vehicle. Customers will arrange with the City for the level of service they desire and the City shall provide this information to the Contractor. The Contractor shall bill the City monthly for each customer and the City will subsequently bill the customer.

3. “Move-In/Move-Out” collections

Given the presence of Miami University students within the community, the City requests hourly rates (per truck and crew) and/or per ton disposal rates for collection and disposal services during "move-in/move-out" time periods, typically at the start and end of semesters at Miami University. During these collection periods (two or three times a calendar year at the City's discretion), refuse, recyclables, furniture and white goods (white goods are defined in Section II. A.6. of these specifications) shall be removed even though they may not necessarily comply with the specification document. The “Move-In/Move-Out” collection associated with the start and completion of the academic year at Miami University typically lasts one week to 10 days each and occurs during April and/or May and during August and/or September.

4. Yard waste collection

The Contractor would be responsible for the collection of grass and yard waste that has been prepared and placed curbside in accordance with the Contractor's specifications. The service will be provided through the Contractor on an individual basis with a pay-by-bag sticker purchase, or weekly subscription service. The City shall be responsible for collection of loose fall leaves that are raked to the street and Christmas trees, and also operates a curbside yard waste collection program that compliments the commercial service, but does not accept grass clippings.

5. Compactor “Transfer Station”

The Contractor shall maintain and service a “transfer station” with a 42 cubic yard compactor for refuse at the City Streets and Maintenance Division garage facility, 945 South Main Street. The compactor typically receives primarily building and bulky materials. The City shall be responsible for loading and fee collection. The invoice for this compactor service shall be billed separately from any other monthly service billings.

B. Existing Situation

As of April 24, 2024, the total weekly units billed for solid waste accounts (refuse and recycling, residential and commercial collections) in Oxford totaled 5,207. Oxford had 3,717 single- and multi-family residential customers with once weekly refuse and recycling collections. Residential recycling is on a non-subscription basis.

There are a total of 801 commercial refuse dumpsters (ranging from 2 to 8 cubic yards) collected weekly, with a total of 207 additional dumpster collections during the week. Commercial recycling within the community consists of 52 weekly dumpster (ranging from 2 to 6 cubic yards) collections, with an additional 23 dumpster collections made during the week. Commercial waste wheeler recycling had 117 weekly participants, with an additional 9 waste wheeler collections made through the week. A summary of the presented information is included in Attachment B.

During the last two full years (2022 and 2023), the City's residential refuse and recycling (including the 24/7 public recycling dumpsters sponsored by the Butler County Recycling and Solid Waste District) collections averaged approximately 4,989 and 893 tons, respectively (the

City does not actively track commercial refuse and/or recycling volumes).

During 2023, the transfer station had 70 (seventy) 42-cubic yard dumpster loads. In 2023, the 20-yard open-top dumpster at the garage facility was changed out a total of 71 times

The City is not responsible for the collection and disposal of refuse and/or recycling materials from Miami University. Miami University's solid waste is covered by a separate solid waste contract that is controlled by the University.

II. Service Specifications Applying to Non-Dumpster (Residential) and/or Dumpster (Commercial) Refuse Collection and Disposal

As used in these specifications, the terms "solid waste" and/or "refuse" shall include all solid refuse or putrescible wastes which are rejected or discarded as being spent, useless, worthless or in excess and originating from the use of residential, commercial, industrial, and institutional property within the corporate limits of the City (excluding Miami University). This excludes yard waste and recyclable materials placed in specially designated recycling containers.

The Contractor shall provide for daily contact with the City's Finance Department, via a contract manager, route collection supervisor, collection crew(s), etc. to receive reports from, and update the City on, missed collections, tagged non-collections, blocked road and/or alleys, special/recent developments, etc. immediately upon their occurrence or observation.

The Contractor is responsible for collecting the following properly prepared waste:

A. Non-dumpster (Residential)

1. Any solid waste capable of being enclosed in sound containers not larger than 40/45 gallons capacity or in a 90-gallon waste wheeler tote (or approximate equivalent volume), and/or with a gross weight of not more than 75 pounds, excluding solid wastes contained within waste wheeler totes (maximum gross weight not to exceed 250 pounds);
2. Residential, non-dumpster collection shall be made once a week at the curb, edge of street right of way, or at the rear of the property, where applicable. If the customer has selected a special pickup at the side or rear of the house, the Contractor shall collect the properly prepared solid wastes from the customer at that location and may charge an extra monthly fee as provided on the bid form and shall bill the City directly for this extra charge on a monthly basis. Currently, no residential accounts are receiving this additional level of service within the City.
3. Wooden boxes, crates, and paper boxes (either whole or broken down and tied in small bundles if broken down), each shall be considered as a single item;
4. Magazines not placed in containers shall be collected if tied in small bundles or placed in boxes with a gross weight not-to-exceed 75 pounds (these may also be collected as recyclable materials), each container or bundle shall be considered as a single item;

5. Lumber and building materials cut down to lengths of four (4) feet or less, and securely bundled or placed in container(s) with a gross weight not-to-exceed 75 pounds (if not contained within a container or tote, each piece shall be considered a single item); and
6. Large items such as "white goods" (refrigerators, dishwashers, washing machines, dryers, hot water heaters, etc.), carpets, mattresses, furniture, etc. White goods containing gaseous refrigerants regulated by sections 608 and 609 of the Clean Air Act must have had the gas appropriately recovered from the appliance and display a decommission tag for their collection/disposal to be allowed. Oxford shall incorporate the Contractor's refrigerant recovery statement/paperwork (if any) into its requirement for collection of applicable white goods. Carpets are to be collected if they are prepared in tied bundles, with lengths not exceeding 4 feet and 2 feet in diameter and not weighing more than 75 pounds total (wet or dry), each bundle being considered as a single item. Each large item (white good, carpet bundle, mattress, furniture piece, etc.) shall count as a single item in terms of the "10-item" limit. Additional items with a gross weight not-to-exceed 75 pounds in excess of the "10-item" limit are to be collected if tagged with a "one-time " tag that was purchased from the City, as described below.

B. Dumpster

1. All materials/items included in Section II. A.1 to 5 shall be collected as long as the solid waste is placed in a dumpster and/or is applicable recyclable materials as described in Section III. of these specifications. White items containing gaseous refrigerants regulated by sections 608 and 609 of the Clean Air Act must have had the gas appropriately recovered from the appliance and display a decommission tag and/or any applicable Contractor recovery statement requirement.

Large items (including white goods) and/or additional solid waste materials not in the dumpster or waste wheeler tote shall not be collected unless each item/container is tagged with a commercial "one-time" collection tag. These commercial "one-time" tags are provided by the City for sale to the customer.

2. Waste wheeler totes, roll-off and/or dumpster container service shall be provided at City-operated facilities as needed at no cost to the City. These containers shall be utilized by the City, and the current situation is summarized in Attachment C. Refuse from the City provided street-side refuse containers shall be collected daily (seven times per week). By this reference, daily shall mean 7 (seven) days of the week for these specifications. The City reserves the right to add or remove waste wheeler totes, dumpsters, and/or City provided street-side refuse containers to this service contract specification as the need arises at City-operated facilities through the duration of the contract and its possible extensions.
3. The Contractor shall collect solid waste from all dumpsters at least once a week or more frequently at the customer's request, the cost of which is shown on the bidder's proposal.

C. Both Non-Dumpster (Residential) and Dumpster

1. The Contractor shall pick up everything set out by dumpster and non-dumpster customers as long as the solid waste is in containers, plastic bags or boxes, is tied in bundles, is a large item as described in Section II. A.5. or a “one-time” tagged item described in Section II. B.1. Refuse materials generated from household construction and/or demolition activities shall be collected as the construction and demolition debris is properly prepared, containerized and/or does not exceed the ten item collection limit as outlined in Sections II.A. and II.B. above. Any item(s) not collected shall be tagged by the Contractor with a notice on the uncollected materials indicating why they were not acceptable for recovery by the Contractor. The Contractor shall promptly notify the City of the tag.
2. The Contractor shall collect solid waste on days and over routes approved by the City. The Contractor may propose routes and collection schedules for City approval. If the Contractor changes the collection schedule, the Contractor shall be responsible for notifying the customers of the schedule change(s). Collections shall be made at least once a week, Monday through Saturday, and between the hours of 7:00 a.m. to 6:00 p.m. The Contractor shall make available, daily (seven days per week) collection service for those customers who desire additional collection service, including Sunday. Sunday collections shall be scheduled with, and billed, directly by the Contractor without the City's involvement. Collections shall be made on all holidays except those specified by the Contractor. The Contractor shall provide the City with a list of these specified holidays. Collections for these holidays shall be made the next day of collections, excluding Sundays.
3. In the case of missed pick ups of acceptable material, the Contractor shall collect the solid waste materials from such customer within 24 hours of the City's notification to the Contractor, or the same day if Contractor is notified of missed collections prior to collection crew(s) completion of their daily route within the City. Missed collections reported to the City after the completion of the Contractor's daily route shall be submitted to the Contractor and collected the first thing the following day (including weekends).
4. The Contractor shall provide disposal capacity at rates determined in the contract for special events, such as festivals, celebrations, community clean-ups, etc.
5. The Contractor shall agree to handle all non-disposable containers without abuse. The containers shall be returned to the general location where they were set by the customer, and out of the travel or parking lane of the adjacent street or alley.
6. All receptacles or conveyances (transfer containers, vehicles, packer trucks, etc.) used by the Contractor for the collection and removal of waste material shall be kept clean and sanitary by the Contractor. Vehicles shall not leak leachate. **Any leachate release from a vehicle, regardless of the volume of the liquid released, shall be IMMEDIATELY recovered, including any residual liquids and/or solids from the impacted material(s), by the collection route crew or contractor's spill response operation.**

7. The Contractor shall provide at least one responsible person to serve as the City's dedicated contact. This person shall be responsible for billing inquiries, special service requests, taking reports of missed collections, and routing for prompt service, etc.
8. Nothing contained herein shall prevent the periodic transportation of waste material to the City's transfer station by private individuals.
9. Contractor shall not be responsible for collection of any lead-acid batteries, scrap or otherwise discarded tires, or materials defined as hazardous and/or infectious waste as defined in the Ohio Revised Code.
10. Contractor will deliver collected solid wastes only to a permitted, licensed solid waste facility that is operating in substantial compliance with all federal, state, local and board of health laws, ordinances, and/or regulations that pertain to that facility. The selection and use of any disposal facility is within the sole discretion of the Contractor, who shall provide with the proposal: 1) a list of the disposal facilities to be used; and 2) letters confirming that the facility is in substantial compliance with all applicable laws and regulations as the available capacity to accept the City's approximate annual volume of 9,500 tons of commercial and residential solid wastes, and will accept all solid wastes collected from the City pursuant to the terms of the Contract for a period of at least sixty months. If at any time during the term of the Contract, the Contractor makes any changes in the listing of disposal facilities which may be used to render the services required by the City, the Contractor shall obtain from the new facility the documentation described in 2) above. This documentation shall be provided immediately to the City, prior to the delivery of any solid wastes to a new disposal facility, and followed with a hard copy form of the documentation. In the event of emergency or temporary use by the Contractor of any disposal facility that is not on the list provided to the City by the Contractor, the Contractor will provide to the City written notice of the dates of use and name of that facility within 7 (seven) days.

III. Service Specifications Applying to Residential and Commercial Recycling

As used in these specifications, the term "recyclable materials" includes aluminum cans, steel cans, bi-metal containers, plastic materials of bottles, jars, and other containers with resin code numbers of 1 through 7 (inclusive), clear and colored glass (excluding window, automobile, drinking glasses, and light bulbs), cardboard, newspapers, office paper and other like materials. The City and the Contractor agree that the definition of "recyclable materials" may be expanded or narrowed during the term of this contract by mutual agreement in writing. The City expects (at a minimum) the following materials to be considered as acceptable "recyclable materials" for curbside collection:

- Plastic bottles and containers of any color, resin coded numbers 1 through 7;
- Glass bottles and jars of any color;
- Aluminum, steel and bi-metal cans and containers;
- Aerosol cans that are empty, excluding the lids and dispensing nozzles;
- Newspapers and newspaper inserts;
- Magazines and telephone books;
- Brown paper "grocery" bags;
- Corrugated cardboard;

Paperboard containers; and
Mail items (advertisements and “junk” mail, envelopes, etc.)

The City is interested in the continued expansion of materials collected for recycling. **New to this contract period**, the City wishes to consider offering commercial cardboard-only recycling.

The Contractor shall be required to submit a summary report to the City by February 1st of each year, outlining activities undertaken in the previous year to increase the recyclable materials accepted by the Contractor, as well as any anticipated activities for the upcoming year.

1. The Contractor shall collect and remove all recyclable materials placed in City-approved recycling containers provided by the Contractor or in containers marked as recycling (if any) that are provided by the customer. Collection shall occur on a once a week basis at the curb, edge of the street right of way, or at the rear of the property for all customers in the city. If the customer has selected a special pickup at the side or rear of the house, the Contractor shall collect recyclable material from the customer at that location for an extra monthly charge as provided on the bid form and it will be the City’s responsibility to bill the customer directly for this extra charge on a monthly basis.
2. Non-recyclable material(s) placed in a recycling container shall not be collected by the Contractor. The Contractor shall leave a completed notice with the recycling container explaining the reason the container and/or non-recyclable materials were not collected. The Contractor shall promptly notify the City of the notice.
3. The Contractor shall collect recyclable materials on the days and over routes approved by the City. The Contractor may propose routes and collection schedules for City approval. If the Contractor changes the collection schedule, the Contractor is responsible for notifying the customers of the schedule change(s). Collections shall be made at least once a week, Monday through Saturday, and between the hours of 7:00 a.m. to 6:00 p.m. The Contractor shall make available daily (seven days per week) collection service for those customers who desire additional collection service, including Sunday. Sunday collections shall be scheduled with, and billed, directly by the Contractor without the City's involvement. Collections shall be made on all holidays except those specified by the Contractor. The Contractor shall provide the City with a list of these specified holidays. Collections for holidays shall be made the next working day of collections.
4. In the case of missed pick ups of acceptable material, the Contractor shall collect the recyclable materials from such customer within 24 hours of the City’s notification to the Contractor, or the same day if Contractor is notified of missed collections prior to collection crew(s) completion of their daily route within the City. Any missed collections reported to the City after the completion of the Contractor's daily route shall be submitted to the Contractor and collected the first thing the next working day of collections.
5. The Contractor shall purchase and distribute identifiable recycling containers to all curbside customers. Size of container may vary by type of customer. The Contractor shall be advised that dwelling units not having residential service (i.e. large apartment

complexes) shall not receive individual recycling bins. Nothing shall prohibit, however, these complexes from recycling through other means (Contractor provided dumpsters, etc.). During the term of this agreement, ownership of the containers purchased by the Contractor shall rest on the Contractor and, on termination of the agreement, the ownership and right to dispose of the containers shall remain with the Contractor.

7. The Contractor shall make replacement containers available to households and businesses to replace lost or damaged Contractor-provided containers.
8. The Contractor shall agree to handle all non-disposable containers without abuse and to return containers to the general location where they were set by the customer.
9. All vehicles used by the Contractor for the collection and removal of recyclable materials shall be kept clean and sanitary by the Contractor.
10. The Contractor shall transport the collected recyclable materials to the material processing facility, and the Contractor shall have responsibility for the sale of such materials in a timely manner. The Contractor assumes all responsibility and liability for storage and disposal of the recyclable materials in the event that the Contractor is unable to sell them.
11. The Contractor shall provide, on its premises, a material processing facility satisfactory to the City.
12. Nothing contained herein shall limit or prevent the transportation of recyclable materials or the establishment of for-profit or not-for-profit "recycling centers" in the City where recyclable materials are purchased from or donated by the public.
13. Any person or business may provide drop boxes of their choosing for deposit of recyclable materials by the public.
14. The Contractor may retain the proceeds and/or profits associated with the sale of Recyclable Materials collected in the City.
15. Nothing herein shall prevent a resident of the City from contracting with another firm for collection of recyclables if the Contractor has elected not to accept said material.

IV. Service Specifications Applying to Yard Waste Collection

As used in these specifications, the term "yard waste" includes leaves, grass clippings, brush, garden waste (weeds, dead plants, etc.), branches, prunings from trees and shrubs, holiday trees and other such organic materials. These materials would be classified as "Type A feedstock" in the Ohio Administrative Code 3745-27-01 and 3745-27-47. The City currently offers a curbside yard waste collection program. Yard waste collection by the Contractor is currently anticipated to supplement the City's program by collecting materials not accepted by the City (grass clippings) or as a disposal option if a customer has an excess volume of yard waste beyond what is collected by the City.

The Contractor shall be responsible for the collection of "properly prepared yard waste" as described below. Materials that are loosely placed in a can or in a paper bag, that is clearly indicated as "yard waste" shall be collected. Bags and containers may not be larger than 40/45 gallons, with a gross weight of not more than 75 pounds. Further, brush bundled with cotton twine or other bio-degradable binding material, and in four foot lengths with a two foot diameter, weighing less than 75 pounds, and limbs with diameters of less than 8 inches shall be collected by the Contractor. Each container, bag, bundle or holiday tree must display a yard waste sticker purchased from the Contractor.

1. The Contractor shall collect and remove all yard waste properly prepared for collection placed in containers provided by the customer, and displaying "yard waste" tags provided by the Contractor. Collection shall occur on a once a week basis at the curb, edge of street right of way, or at the rear of the property where applicable from all customers in the city. If the customer has selected a special pickup at the side or rear of the house, the Contractor shall collect yard waste from the customer at that location for an extra monthly charge as provided on the bid form and shall bill the City for this extra charge on monthly basis.
2. Yard waste not properly prepared shall not be collected by the Contractor. The Contractor shall leave a notice with the waste indicating why it was not collected. The Contractor shall promptly notify the City of the notice.
3. The Contractor shall collect yard waste materials on days and over routes approved by the City. The Contractor may propose alternative routes and collection schedules for the City's consideration. If the Contractor changes the collection schedule, the Contractor is responsible for notifying the City's customers of the schedule change(s). Collections shall be made at least once a week, Monday through Saturday, and between the hours of 7:00 a.m. to 6:00 p.m. The Contractor shall make available daily collection service for those customers who desire additional collection service, including Sunday. Sunday collections shall be scheduled with and billed directly by the Contractor without the City's involvement. Collections shall be made on all holidays except those specified by the Contractor. The Contractor shall provide the City with a list of these specified holidays. Collections for the holidays shall be made the next day of collections.
4. In the case of missed pick ups of acceptable material, the Contractor shall collect the yard waste materials from such customer within 24 hours of the City's notification to the Contractor, or the same day if Contractor is notified of missed collections prior to collection crew(s) completion of their daily route within the City. Missed collections reported to the City after the completion of the Contractor's daily route shall be submitted to the Contractor and collected the first thing the next working day of collections.
5. The Contractor shall agree to handle all non-disposable containers without abuse and to return containers to the general location where they were set by the customer.
6. All vehicles used by the Contractor for the collection and removal of yard waste materials shall be kept clean and sanitary by the Contractor.
7. The Contractor shall transport all collected materials to their composting OEPA-registered facility for processing. The Contractor assumes all responsibility and liability

for storage and disposal of the yard waste materials.

8. Nothing contained herein shall limit or prevent the transportation of yard waste materials or the establishment of for-profit or not-for-profit centers where yard waste is purchased from or donated by the public. The City reserves the right to collect all untagged yard waste according to its own specifications.
9. Alternative collection systems may be proposed providing that any deviations from these specifications are clearly defined in an attachment.
10. All general specifications apply to this contract.
11. All education and information specifications (Section V below) that apply to recycling service will apply to the yard waste collection and disposal program.

V. Residential Food Scraps/Kitchen Wastes Collection

Food scraps (including bio-plastics) are to be collected from residential customers on a weekly basis. The food scraps are to be transported to and processed by a facility licensed by the Ohio Environmental Protection Agency (Class I or Class II registered Compost Facility). The Contractor shall be responsible as described in Section I.A.1a. If the Contractor requires a specific container for curbside food scraps collection, its cost shall be covered by the Contractor. **The City is not obligated to include residential food scraps collections in the contract.**

VI. Service Specifications for Education and Information Program

1. At a minimum, each solid waste, recycling, and yard waste Contractor will be required to attend quarterly public community meetings on issues related to contract administration, provide a liaison (upon request) to Oxford's Environmental Commission, and pay for up to four (4) appropriately sized display advertisements in the Miami Student newspaper each year relating to solid waste collection, disposal and/or recycling. The Contractor shall also assist the City's educational efforts with respect to collection, disposal and recycling.
2. The Contractor shall prepare introductory packets of information regarding solid waste collection, recycling and yard waste in a sufficient amount for the City to distribute to homeowners and/or tenants. This information should contain, at a minimum: a card containing information on collection days, non-collection holidays, availability and cost of tags, method of affixing tags to containers, acceptable recyclable materials, and related instructions and administrative rules for the use of tags, and the preparation of solid waste materials. This packet shall be approved by the City Manager or his representative before final production.
3. During the term of the contract, the Contractor must semi-annually provide each customer with a current list of acceptable recycling materials if any changes have occurred during the semi-annual time period.

4. Within two weeks (14 calendar days) of the end of a quarterly reporting period, the Contractor shall submit monthly project reports referring to solid waste and recycling including the following:
 - a. Monthly and year-to-date tonnages for total solid waste collected and disposed, and recyclable materials collected. Weight receipts shall be available for inspection by the City upon request;
 - b. A report of any operational problems that have arisen and how the Contractor has addressed them, as applicable;
 - c. On a quarterly basis the Contractor shall submit a report describing the educational programs in which the contractor has participated or initiated; and
 - d. The City shall, not more often than quarter annually, require the Contractor to provide a one-time analysis of resident and business recycling participation rates in terms of total weekly set out counts as a percentage of total customers.

VII. Service Specifications for Billing

1. The City shall provide the Contractor with an accounting at the end of each month on which payment will be made. Payments shall be made monthly to the Contractor within 30 (thirty) days of the City's receipt of the Contractor's invoice. Such payments are to be based on the type and amount of service provided during the previous period. Adjustments are to be based on the type of service provided or the number of new/departing customers added or subtracted during the period. The first payment under this contract shall be made as described above, following the first full month of this contract.
2. The City shall be responsible for billing customers under these specifications.

VIII. General Specifications

1. All work shall be done under the direction of the City, and all details of such work not herein particularly specified, shall be done in a manner acceptable to the City. The City Manager or his representative will provide the Contractor with the names of City employees responsible for each area of the Contract (i.e. billing questions, service provision questions, etc.).
2. The Contractor will assign one person who shall be responsible for the daily administration of the contract and will serve as the principal contact with the City. **The Contractor shall provide the City with the name(s) of the Collection's Route Supervisor(s). The City shall have a method of rapid communication access (such as current cellular telephone number, wireless digital direct access, etc.) to enable direct contact with the Route Supervisor(s).**

3. The Contractor shall provide insurance as follows:

a. **Workers' Compensation**

The Contractor shall carry, with a company authorized under the laws of the State of Ohio, a policy to protect against liability under the Workers' Compensation and Occupational Diseases statutes of the State of Ohio. **The City shall be named as an additional insured under the policy.**

b. **Vehicle liability insurance**

The Contractor shall carry, in its own name, a policy to insure the entire vehicle liability for its operations with at least \$5,000,000 in a combined single limit for bodily injury and/or property damage. **The City shall be named as an additional insured under the policy.**

c. **General liability**

The Contractor shall carry, in its own name, a comprehensive liability insurance policy for its operations of at least \$5,000,000 in a combined single limit for bodily injury and/or property damage liability. **The City shall be named as an additional insured under the policy.**

d. **Pollution liability**

The Contractor shall carry, in its own name, pollution liability and property damage insurance for the landfill site where the City's waste is delivered of at least \$5,000,000 for claims from personal injury, property damage and pollution damages which may arise because of the nature of the work or from operations under this Contract. **The City shall be named as an additional insured under the policy.**

Evidence of insurance shall be provided to the City at the time the contract is signed.

4. All labor and equipment necessary to carry out the provisions of these specifications shall be furnished by the Contractor. The Contractor shall submit a statement describing the employment levels in terms of number of annual full time employees (40 hours/week) and equipment as part of the bid proposal. A list of all vehicles used for the collection and/or transport of solid waste and recyclable materials shall be enclosed.

5. Contractor vehicle drivers and helpers shall wear uniforms with visible name tags. All workers shall wear high visibility, reflective clothing (shirt, vest, jacket, etc.) that at the least complies with American National Standards Institute (ANSI), International Safety Equipment Association (ISEA) 107-1999 Class 2 High Visibility Safety Apparel Standard. Clothing shall be kept in a clean and sanitary condition.

6. The Contractor shall not assign, transfer, convey or otherwise hypothecate this

agreement or contractor's rights, duties or obligations hereunder, or any part thereof, without the previous written consent of the City and the written concurrence of the Contractor's surety. In the event the Contractor attempts to assign, transfer, convey or otherwise hypothecate this agreement or Contractor's rights, duties or obligations hereunder, or any part thereof, without the prior written consent of the City, the City may, at its option, terminate this agreement immediately.

7. Contractor vehicle drivers shall obey ALL Ohio Motor Vehicle Laws.
8. If the Contractor fails to comply with provisions of this contract and the City notifies the Contractor in writing of the violations, with any one provision of the contract with which the Contractor is alleged in such notice to have failed to comply, and to which its attention is specifically directed by such notice, the City shall have the right to (a) order the Contractor to cease operations under the contract; (b) procure substitute waste collection; removal and disposal or recycling services pending advertisement for bids for a new contract for service; and (c) order the contractor to continue service until a new contract has been bid and contracted. If the City selects (a) and (b), in such event the Contractor shall promptly reimburse the City in full for the cost of such substitute services and of such advertisement provided, however, that if such substitute services are rendered over a period of more than 90 (ninety) days, the Contractor shall be liable with respect thereto only for such part of the cost of such services as is allowable to the period ending 90 (ninety) days after the effective date of the order to the Contractor to cease operations. The obligation of the contractor to reimburse the City as above stipulated shall, however, be without prejudice to the right of the City to sue for noncompliance with the contract. The performance security may also be forfeited in favor of the City.
9. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the City shall be final.
10. If the two-year contract option is chosen, the contract to be awarded hereunder shall cover a period of 2 (two) years, effective January 1, 2025, and shall continue through December 31, 2029, provided, however, that prior to December 31, 2026, the City has the option of extending the contract for one additional calendar year by notifying the contractor of such intention, in writing, and provided further that the contractor may elect to raise the specific rates in an amount not to exceed a percentage specified in the bid proposal. If the City exercises its option to extend this contract for the year 2027, then it shall have the further option of extending the contract for one year at a time for the years 2028 and 2029 by notifying the Contractor, in writing, of its intention to so extend prior to December 31st of the current contract year, and provided further that upon the City's exercise of an option to extend for such one year period, the Contractor may elect to raise the rates in effect at such time by an amount that does not exceed a percentage specified in the bid proposal for any specific service. The five-year contract option is effective January 1, 2025 and shall continue through December 31, 2029. Upon the termination date of this contract, or the termination of any extension hereof, the City may elect to re-bid the entire contract or to handle the contracted services in any other lawful manner.
11. Modification of the contract shall be made according to state law changes, revisions

and/or alterations.

12. The Contractor, at their sole cost and expense, shall obtain and maintain through the term of this agreement all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described.
13. The Contractor agrees that in the performance of work and services under this agreement the Contractor will qualify under, and comply with, any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this agreement, which are applicable to the contractor, its employees, agents and subcontractors, if any, with respect to the work and services described herein.
14. Nothing herein shall prevent the Contractor from contracting with customers in the City for purposes of additional solid waste collection, recycling and/or yard waste beyond the scope of this contract.
15. The City reserves the right to award based on all, part, or none of the services described in Section I. (General) of these specifications.
16. The Contractor shall provide annually to the City a performance bond equivalent to the cost for one year of the service to be provided.
17. In case it shall appear at any time that the work or any part thereof is not being properly done, the same shall be immediately corrected upon demand of the City.
18. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor or a general assignment by the contractor for the benefit of creditors, or any action taken by or suffered by the contractor under any insolvency or bankruptcy act shall constitute a breach of this agreement by the contractor and shall, at the option of the City, terminate this agreement.
19. The City shall not be responsible or liable to the contractor for delay or failure in the performance of promises or agreements to be performed by it if such delay or failure is due to any cause beyond the City's control such as, but not limited to, governmental regulations, permits or orders.
20. The Contractor shall not litter premises or streets in the process of making collections, nor allow any solid waste to blow or fall, or any leachate residue to spill from any vehicle used for collection. Each vehicle shall be equipped with tools, water and disinfectant to clean up any spillage.
22. Contractor violations will be assessed administrative charges which will be deducted from monthly invoices submitted by the Contractor.
23. Upon 120 days notice the City shall have the right to withdraw from this contract if its purpose is to enter into a collaborative bidding arrangement with Butler County or other municipalities/townships for solid waste and/or recycling services.

ATTACHMENTS TO BE PROVIDED BY CONTRACTOR:

- (1) Statement of employment levels and vehicle and equipment specifications;**
- (2) Specifications for recycling containers, description of collection process, rate schedules for dumpsters and compactors (described below);**
- (3) Description of mechanisms by which weekly tags and permits will be sold (describe location of vendors and types of tags);**
- (4) Proof of insurance with the City named as an additional insured on the policy;**
- (5) Financial statements;**
- (6) List of the disposal facilities to be used, and documentation confirming that the facility is in substantial compliance with all applicable laws and regulations, has the available capacity to accept the City's approximate annual volume of 10,000 tons of solid wastes, and will accept all solid wastes collected from the City pursuant to the terms of the Contract for a period of at least sixty months; and**
- (7) Name and contact information (telephone, cellular, etc. number) of the appropriate, responsible individual(s), such as collection route supervisor, office administrator, contract administrator, etc., for the City's contract. The City shall be promptly informed if any changes are made in regards to the individual(s), method of contact, etc.**

ATTACHMENT A

BIDDER PROPOSAL SHEET

(Page 1 of 12 pages)

OPTION A

Two year contract (2025-2026), with up to three (3) one-year extensions (2027, 2028, and 2029)

ITEM I Collection/disposal of refuse and recyclable materials for up to 10 (ten) containers (with up to 40/45 gallon capacity, or three 90-gallon waste wheeler totes (or equivalent volume), recycling 18- to 23-gallon bins, 35-gallon, or 65-gallon recycling totes (or equivalent)).

Assume: 3,717 single-family, multi-family, duplex, and other residential, non-dumpster customers. Of these, 2,674 residential accounts utilize 65- to 90-gallon waste wheeler totes for solid waste.

I.A For the figures and sum shown at the right, the contractor agrees to provide once-a-week **RESIDENTIAL “CURB-SIDE” collection for refuse and/or recycling service per calendar month for a period of at least 2 (two) years, per specifications.**

Collection/Disposal* \$ _____

Recycling (bins or totes)* \$ _____

Total **I.A \$ _____**

I.B For the figures and sum shown at the right, the contractor agrees to provide once-a-week **SPECIAL, REAR and/or SIDE-OF-PROPERTY collection for refuse and/or recycling service per calendar month for a period of 2 (two) years, per specifications.**

Collection/Disposal* \$ _____

Recycling (bins or totes)* \$ _____

Total **I.B \$ _____**

ITEM II Collection/disposal of solid waste and recyclables for commercial customers

II.A For the figures shown below, the contractor agrees to provide regularly, weekly scheduled refuse collection and disposal per dumpster size per calendar month for a period of 2 (two) years. For commercial refuse waste customers, assume:
102 two-cubic yard dumpster customers with 154 total collections weekly;
66 three-cubic yard dumpster customers with 112 total collections weekly;
57 four-cubic yard dumpster customers with 92 total collections weekly;
52 six-cubic yard dumpster customers with 85 total collections per week;
53 eight-cubic yard dumpster customers with 94 total collections per week; and
326 ninety-gallon (or equivalent) wheeled tote customers, with 415 total collections per week.

BIDDER PROPOSAL SHEET

(Continued, 2 of 12 pages)

Commercial Refuse:

Number of Times per Week of Regularly Scheduled Collection/Disposal

Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

II.B For the figures shown below, the contractor agrees to provide weekly recycling collection and disposal per dumpster size per calendar month for a period of 2 (two) years. **For commercial recycling customers, assume:**

16 two-cubic yard dumpster customers with 23 total collections weekly;

32 four cubic yard dumpster customers with 42 total collections per week;

4 six cubic yard dumpster customers with 10 total collections per week;

Presently, there are no three or eight cubic yard dumpster customers; and

117 ninety-gallon wheeled tote customers, with 126 total collections per week.

Commercial Recycling:

Number of Times per Week of Regularly Scheduled Collection/Disposal

Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

BIDDER PROPOSAL SHEET

Commercial Cardboard Only Recycling:

Number of Times per Week of Regularly Scheduled Collection/Disposal							
Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

ITEM III Dumpster and waste wheeler tote rental and purchase charge

III.A For the figures shown below, the contractor agrees to **rent** dumpsters and waste wheeler totes by size per calendar month for a period of at least 2 (two) years, per specification.

III.A.1 One cubic yard dumpster **III.A.1** \$ _____

III.A.2 Two cubic yard dumpster **III.A.2** \$ _____

III.A.3 Three cubic yard dumpster **III.A.3** \$ _____

III.A.4 Four cubic yard dumpster **III.A.4** \$ _____

III.A.5 Six cubic yard dumpster **III.A.5** \$ _____

III.A.6 Eight cubic yard dumpster **III.A.6** \$ _____

III.A.7 Waste Wheeler: Residential refuse
65 to 90-gal (or equivalent) **III.A.7** \$ _____

III.A.8 Waste Wheeler: Commercial refuse and/or recycling **III.A.8** \$ _____
Specify size: _____

BIDDER PROPOSAL SHEET

(Continued, 4 of 12 pages)

III.B For the figures shown below, the contractor agrees to sell dumpsters and waste wheeler totes for a period of 2 (two) years, per specification.

III.B.1 One cubic yard dumpster **III.B.1** \$ _____

III.B.2 Two cubic yard dumpster **III.B.2** \$ _____

III.B.3 Three cubic yard dumpster **III.B.3** \$ _____

III.B.4 Four cubic yard dumpster **III.B.4** \$ _____

III.B.5 Six cubic yard dumpster **III.B.5** \$ _____

III.B.6 Eight cubic yard dumpster **III.B.6** \$ _____

III.B.7 Waste Wheeler: Residential refuse
65-gal (or equivalent) **III.B.7** \$ _____

III.B.8 Waste Wheeler: Commercial refuse and/or recycling **III.B.8** \$ _____
Specify size: _____

ITEM IV Refuse collection and disposal for compactor/dumpster customers

Contractor shall provide a rate schedule of charges to apply for the collection and disposal of solid waste and recyclable dumpsters in addition to the customer's regularly scheduled weekly event(s). The Contractor shall provide a schedule of monthly charges for compactor equipment rental and collection. After the award of this contract, the Contractor shall provide a listing of all customers receiving compactor services to the City and be responsible for keeping the City informed of changes associated with compactor services and/or compactor customers.

ITEM V Collection and disposal service for "Move-In/Move-Out week" and other special events

V.A Rate for vehicle(s) and crew(s) to provide additional collection and disposal services for these events or at other times at the discretion of the City for at least 2 (two) years.

V.A. \$ _____

V.B Per ton disposal rate for materials collected for at least 2 (two) years:

V.B. \$ _____

BIDDER PROPOSAL SHEET

(Continued, 5 of 12 pages)

ITEM VI Yard waste collection and disposal

VI.A For the unit cost figures shown below, the Contractor agrees to sell a weekly tag for up to 40/45 gallon paper bag or rigid container for the collection and disposal service per specifications for at least 2 (two) years.

VI.A \$ _____

VI.B For the lump sum figures shown below, the Contractor agrees to provide once-a-week SPECIAL, REAR and/or SIDE-OF-PROPERTY collection of yard waste once per calendar month for a period of 2 (two) years, per specifications.

VI.B \$ _____

ITEM VII Residential food scraps curbside collection for composting

VII For the figure shown below, the Contractor agrees to weekly collect up to 15-gallons in volume of residentially-generated food scraps, and transport the collected food scraps to an appropriate Ohio Environmental Protection Agency-licensed composting facility for at least 2 (two) years.

VII \$ _____

ITEM VIII Compactor/“Transfer Station” service for the City of Oxford

VIII For the unit rate per recovery/removal below, the Contractor agrees to transport and dispose of the waste collected at the transfer station per specification for a period of at least 2 (two) years.

VIII \$ _____ / 42 cu. yd.
Container

ITEM IX “One-time” collection tags

IX.A For the figure shown below, the Contractor agrees to collect, transport and dispose items from residential accounts (in excess of the customer’s selected and/or allotted volume of service) that have the “one-time” collection tag affixed and not exceeding 75 pounds in weight, for a period of at least 2 (two) years:

IX.A \$ _____ / tag

IX.B For the figure shown below, the Contractor agrees to collect, transport and dispose items from commercial accounts (due to volume in excess of capacity or over-sized items that will not fit into refuse container) that have the “one-time” collection tag affixed, and are manageable for collection by a two (2) person crew, for a period of at least 2 (two) years:

IX.B \$ _____ / tag

BIDDER PROPOSAL SHEET

(Continued, 6 of 12 pages)

ITEM X Other waste disposal services

X.A Roll-Off container rental

For the rates shown below, the Contractor agrees to rent a roll-off container on a per day basis and to collect and dispose of solid waste in it on a per load basis.

	Per Load	Per Day Rental	Per Month Rental
X.A.1 15 cubic yard	\$ _____	\$ _____	\$ _____
X.A.2 30 cubic yard	\$ _____	\$ _____	\$ _____
X.A.3 40 cubic yard	\$ _____	\$ _____	\$ _____

Optional yearly extension(s) of the initial two-year contract

Solid waste collection and disposal services may be extended beyond the two-year (2020-2021) contract provided that the increases for services do not exceed the following annual percentages as specified by the contractor:

Residential:	2027: _____%	2028: _____%	2029: _____%
Commercial:	2027: _____%	2028: _____%	2029: _____%

BIDDER PROPOSAL SHEET

(Continued, 7 of 12 pages)

OPTION B

Five (5) year contract (2025 -2029)

ITEM I Collection/disposal of refuse and recyclable materials for up to 10 (ten) containers (with up to 40/45 gallon capacity, or three 90-gallon waste wheeler totes (or equivalent volume), recycling 18- to 23-gallon bins, 35-gallon, or 65-gallon recycling totes (or equivalent).

Assume: 3,717 single-family, multi-family, duplex, and other residential, non-dumpster customers. Of these, 2,674 residential accounts utilize 90-gallon waste wheeler totes for solid waste.

I.A For the figures and sum shown at the right, the contractor agrees to provide once-a-week **RESIDENTIAL “CURB-SIDE”** collection for refuse and/or recycling service per calendar month for a period of 5 (five) years, per specifications.

Collection/Disposal* \$ _____

Recycling (bins or totes)* \$ _____

Total **I.A \$** _____

I.B For the figures and sum shown at the right, the contractor agrees to provide once-a-week **SPECIAL, REAR and/or SIDE-OF-PROPERTY** collection for refuse and/or recycling service per calendar month for a period of 5 (five) years, per specifications.

Collection/Disposal* \$ _____

Recycling (bins or totes)* \$ _____

Total **I.B \$** _____

ITEM II Collection/disposal of solid waste and recyclables for commercial customers

II.A For the figures shown below, the contractor agrees to provide regularly, weekly scheduled refuse collection and disposal per dumpster size per calendar month for a period of 5 (five) years. **For commercial refuse waste customers, assume:**

102 two-cubic yard dumpster customers with 154 total collections weekly;

66 three-cubic yard dumpster customers with 112 total collections weekly;

57 four-cubic yard dumpster customers with 92 total collections weekly;

52 six-cubic yard dumpster customers with 85 total collections per week;

53 eight-cubic yard dumpster customers with 94 total collections per week; and

326 ninety-gallon (or equivalent) wheeled tote customers, with 415 total collections per week.

BIDDER PROPOSAL SHEET

(Continued, 8 of 12 pages)

Commercial Refuse:

Number of Times per Week of Regularly Scheduled Collection/Disposal

Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

II.B For the figures shown below, the contractor agrees to provide weekly recycling collection and disposal per dumpster size per calendar month for a period of 5 (five) years. **For commercial recycling customers, assume:**

16 two-cubic yard dumpster customers with 23 total collections weekly;

32 four cubic yard dumpster customers with 42 total collections per week;

4 six cubic yard dumpster customers with 10 total collections per week;

Presently, there are no three or eight cubic yard dumpster customers; and

117 ninety-gallon wheeled tote customers, with 126 total collections per week.

Commercial Recycling:

Number of Times per Week of Regularly Scheduled Collection/Disposal

Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

BIDDER PROPOSAL SHEET

Commercial Cardboard Only Recycling:

Number of Times per Week of Regularly Scheduled Collection/Disposal							
Volume	1X	2X	3X	4X	5X	6X	Additional
2 Cu YD							
3 Cu YD							
4 Cu YD							
6 Cu YD							
8 Cu YD							
90-gal. tote							

ITEM III Dumpster and waste wheeler tote rental and purchase charge

III.A For the figures shown below, the contractor agrees to **rent** dumpsters and waste wheeler totes by size per calendar month for a period of at least 5 (five) years, per specification.

III.A.1 One cubic yard dumpster **III.A.1** \$ _____

III.A.2 Two cubic yard dumpster **III.A.2** \$ _____

III.A.3 Three cubic yard dumpster **III.A.3** \$ _____

III.A.4 Four cubic yard dumpster **III.A.4** \$ _____

III.A.5 Six cubic yard dumpster **III.A.5** \$ _____

III.A.6 Eight cubic yard dumpster **III.A.6** \$ _____

III.A.7 Waste Wheeler: Residential refuse
65 to 90-gal (or equivalent) **III.A.7** \$ _____

III.A.8 Waste Wheeler: Commercial refuse and/or recycling **III.A.8** \$ _____
Specify size: _____

III.B For the figures shown below, the contractor agrees to sell dumpsters and waste wheeler totes for a period of 5 (five) years, per specification.

III.B.1	One cubic yard dumpster	III.B.1 \$ _____
III.B.2	Two cubic yard dumpster	III.B.2 \$ _____
III.B.3	Three cubic yard dumpster	III.B.3 \$ _____
III.B.4	Four cubic yard dumpster	III.B.4 \$ _____
III.B.5	Six cubic yard dumpster	III.B.5 \$ _____
III.B.6	Eight cubic yard dumpster	III.B.6 \$ _____
III.B.7	Waste Wheeler: Residential refuse 65-gal (or equivalent)	III.B.7 \$ _____
III.B.8	Waste Wheeler: Commercial refuse and/or recycling Specify size: _____	III.B.8 \$ _____

ITEM IV Refuse collection and disposal for compactor/dumpster customers

Contractor shall provide a rate schedule of charges to apply for the collection and disposal of solid waste and recyclable dumpsters in addition to the customer's regularly scheduled weekly event(s). The Contractor shall provide a schedule of monthly charges for compactor equipment rental and collection. After the award of this contract, the Contractor shall provide a listing of all customers receiving compactor services to the City and be responsible for keeping the City informed of changes associated with compactor services and/or compactor customers.

ITEM V Collection and disposal service for "Move-In/Move-Out week" and other special events

V.A Rate for vehicle(s) and crew(s) to provide additional collection and disposal services for these events or at other times at the discretion of the City for 5 (five) years.

V.A. \$ _____

V.B Per ton disposal rate for materials collected for 5 (five) years:

V.B. \$ _____

ITEM VI Yard waste collection and disposal

VI.A For the unit cost figures shown below, the Contractor agrees to sell a weekly tag for up to 40/45 gallon paper bag or rigid container for the collection and disposal service per specifications for a period of 5 (five) years.

VI.A \$ _____

VI.B For the lump sum figures shown below, the Contractor agrees to provide once-a-week SPECIAL, REAR and/or SIDE-OF-PROPERTY collection of yard waste once per calendar month for a period of 5 (five) years, per specifications.

VI.B \$ _____

ITEM VII Residential food scraps curbside collection for composting

VII For the figure shown below, the Contractor agrees to weekly collect up to 15-gallons in volume of residentially-generated food scraps, and transport the collected food scraps to an appropriate Ohio Environmental Protection Agency-licensed composting facility for 5 (five) years.

VII \$ _____

ITEM VIII Compactor/“Transfer Station” service for the City of Oxford

VIII For the unit rate per recovery/removal below, the Contractor agrees to transport and dispose of the waste collected at the transfer station per specification for a period of 5 (five) years.

VIII \$ _____ / 42 cu. yd.
Container

ITEM IX “One-time” collection tags

IX.A For the figure shown below, the Contractor agrees to collect, transport and dispose items from residential accounts (in excess of the customer’s selected and/or allotted volume of service) that have the “one-time” collection tag affixed and not exceeding 75 pounds in weight:

IX.A \$ _____ / tag

IX.B For the figure shown below, the Contractor agrees to collect, transport and dispose items from commercial accounts (due to volume in excess of capacity or over-sized items that will not fit into refuse container) that have the “one-time” collection tag affixed, and are manageable for collection by a two (2) person crew:

IX.B \$ _____ / tag

ITEM X Other waste disposal services

X.A Roll-Off container rental

For the rates shown below, the Contractor agrees to rent a roll-off container on a per day basis and to collect and dispose of solid waste in it on a per load basis.

		Per Load	Per Day Rental	Per Month Rental
X.A.1	15 cubic yard	\$ _____	\$ _____	\$ _____
X.A.2	30 cubic yard	\$ _____	\$ _____	\$ _____
X.A.3	40 cubic yard	\$ _____	\$ _____	\$ _____

ATTACHMENT B

EXISTING ACCOUNTS
CITY OF OXFORD SOLID WASTE SERVICE
(As of April 24, 2024)

Billing Code	Units Billed	Extra Collections
Refuse		
Residential (total)	3,717	Not applicable
WWR	2,526	Not applicable
Residential CO	0	Not applicable
D2	98	50
D2NR	4	2
D3	62	43
D3NR	4	3
D4	57	35
D4NR	0	0
D6	48	29
D6NR	4	4
D8	52	40
D8NR	1	1
WWRCO	0	Not applicable
WWRNR	148	Not applicable
WWC	260	75
WCNCO	0	0
WWCNR	63	14
Recycling		
R2	16	7
R3	0	0
R4	32	10
R6	4	6
R8	0	0
RWWR	117	9
RWWCO	0	0
RHS	0	0

Billing codes are defined on the accompanying page.

CITY OF OXFORD SOLID WASTE SERVICE

Billing code definitions:

Residential: Residential materials placed at adjacent curbside or in alley for collection

Residential CO: Residential back door or side-of-house carry-out service

D2: Rental 2 cubic yard dumpster; other rental dumpster capacities are denoted in a similar fashion

D2NR: Non-rental 2 cubic yard dumpster; other non-rental dumpster capacities are denoted in a similar fashion

WWR: Waste wheeler 90-gallon tote, residential rental

WWRCO: Waste wheeler 90-gallon tote, residential rental, with back door carry-out service

WWRNR: Waste wheeler 90-gallon tote, residential non-rental

WWC: Waste wheeler 90-gallon tote, commercial rental

WCNCO: Waste wheeler, commercial non-rental, with back door carry-out service

WWCNR: Waste wheeler, commercial non-rental

R2: Recycling 2 cubic yard dumpster (rental); other recycling dumpster capacities are denoted in a similar fashion

RWWR: Recycling waste wheeler 90-gallon tote, commercial rental

RWWCO: Recycling waste wheeler 90-gallon tote, with back door carry-out service

RHS: Recycling is collected but no room available for containers

ATTACHMENT C

EXISTING CITY FACILITY LISTING

City of Oxford - Municipal Facilities and Parks Refuse Containers (as of April 2024)

<u>Location</u>	<u>Number Containers</u>	<u>Size</u>	<u>Frequency</u>
Court House	4	WW	1x/week
Court House	1	WW	2x/week
Oxford Police Department	2	WW	5x/week
Oxford Police Dept. recycling	2	WW	5x/week
Oxford Fire Department	1	2 cubic yard	1x/week
Oxford Fire Department	1	WW	1x/week
Mile Square (Street Containers)	65	30 gallon	Daily
Municipal Building	2	WW	5x/week
Municipal Building recycling	2	WW	3x/week
Senior Center	1	3 cubic yd.	1x/week
Senior Center recycling	1	WWR	1x/week
Senior Center recycling	1	2 curbside bins	1x/week
Streets and Maintenance Garage	1	20 cubic yd roll-off	On will-call
TRI Community Center	1	6 cubic yd.	4x/week
TRI Community Center recycling	3 to 6	WW	2x/week
	(4 WW utilized for recycling during the months of June-August)		
Waste Water Treatment Plant	5	2 cubic yd	Daily
Water Treatment Plant	1	6 cubic yd	1x/week
Woodside Cemetery	1	2 cubic yard	On will-call
Oxford Cemetery	1	2 cubic yard	1x/week
Artz Park	1	30 gallon	Daily
Inloes Park	1	30 gallon	Daily
Leonard Howell Park	1	6 cubic yd.	1x/week
Leonard Howell Park	3	30 gallon	Daily
Merry Day Park	2	30-gallon	Daily

Northside Dog Bark Park	2	30 gallon	Daily
Oxford Community Park	1	4 cubic yd	2x/week
Oxford Community Park	4	WW	2x/week
Oxford Community Park recycling	4 (April-September)	WW	2x/week
Aquatic Center	1	4 cubic yd	3x/week
Aquatic Center recycling	3-5	WW	1x/week
(4 WW utilized for recycling during the months of May - August)			



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	A Resolution Authorizing The City Manager To Request Advanced Payment Of Property Taxes To The City In 2025 From Butler County. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

This resolution is to request that Butler County remit 2025 property taxes which they have already received to the City earlier than their standard pay date in March. The early payment request can accelerate the receiving of a portion of the taxes by a month or more. To qualify for the early advance, the County requires the passage of a resolution each year.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST ADVANCED
PAYMENT OF PROPERTY TAXES TO THE CITY IN 2025 FROM BUTLER COUNTY.

WHEREAS, The City Manager and the Finance Director recommend that the City Manager be authorized to request advanced payment of property taxes, as much as available as soon as possible, from Butler County in order to maximize cash flow to meet the demands of financing operations and capital expenditures.

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

SECTION 1: Council hereby finds that it is in the best interest of the City of Oxford to request payment of property taxes that Butler County has collected in advance of the normal payment date.

SECTION 2: Council further determines that the early receipt of said property taxes will result in additional interest income for the City.

SECTION 3: Council hereby accepts the recommendation of the City Manager and the Finance Director and hereby authorizes the City Manager to submit a request to Butler County for the advanced payment of property taxes, as much as available as soon as possible.

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	10/28/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	A Resolution Approving Revisions To The Employee Handbook. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	NA
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Jessica Greene DRE

DISCUSSION:

The Human Resources team reviews the employee handbook every few years to propose new recommendations, address questions or discrepancies that have arisen, and make adjustments. The last review was conducted in 2021.

This version includes grammatical updates, clarification in various sections, and the following substantive changes:

- Pg 11 Updated language regarding on-call pay.
- Pg. 13 Addition of Health Savings Account (HSA) and clarification of spouse on insurance.
- Pg. 15 Updated Employee Assistance Program
- Pg. 16 Clarification of personal leave advance.
- Pg. 23 Clarification of Family Medical Leave Act (FMLA) review
- Pg. 27 Removal of Public Service Leave since we now have a fully paid fire division.
- Pg. 28 Marijuana clarification and political activity clarification
- Pg. 29 **New** defamation policy as recommended by insurance policy
- Pg. 35 Clarification on promotion listings
- Pg. 36 clarification on safety.
- Pg. 37 **New** Youth protection as recommended by insurance policy.
- Pg. 39 Hands-free while in a city vehicle and updated motor vehicle check frequency.

Pg. 41 Tobacco/Nicotine clarification

Pg. 41. **New** Parking Policy as requested by the Employee Advisory Committee

Pg. 42 Travel Policy from stand-alone policy to the handbook.

Pg. 48 Clarification regarding equipment and uniform return upon termination

Pg. 52 **New** Gift Policy as recommended by the insurance company.

Pg. 54 Clarification on prior experience credit

Pg. 55 **New** Artificial Intelligence (AI) use policy

RESOLUTION NO.

A RESOLUTION APPROVING REVISIONS TO THE EMPLOYEE HANDBOOK.

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

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

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

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



City of Oxford Employee Handbook

Issued: February 17, 1994
Amended: April 22, 2002
Amended: April 3, 2003
Amended: May 5, 2009
Amended: November 6, 2012
Amended: December 17, 2019
Amended: November 2, 2021
Amended: [month day], 2024

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Welcome

Welcome! The Citizens of Oxford rely on government through public employees to provide valuable services for our community. The City welcomes you to what we hope will be a satisfying and rewarding experience and is pleased to have you as a new member of our organization.

This handbook has been provided to explain City policies and procedures. Please read it thoroughly and retain it for future reference. The benefits, responsibilities, procedures, and policies described in this handbook are subject to change, modification, and revision as needed. Notice of any changes, modifications, or revisions will be issued by the Human Resources Department. Any revisions or changes issued should be kept with your copy of this handbook.

It is the City's intent to provide fair and equal opportunity to all persons who enter City employment. The City's policy is to afford all individuals, without regard to their race, sex, color, sexual orientation, gender identity, religion, national origin, disability, age, ancestry, marital, military or veteran status, or genetic (GINA) information of any person, or any other protected characteristic in accordance with applicable federal, state and local laws, equal opportunity to compete for employment and advancement. Accordingly, there shall be no unlawful discrimination concerning any individual or group with respect to any personnel action, including, but not limited to, the following employment decisions: hiring, tenure, job assignment, terms, [termination](#), conditions, or privileges of employment.

The City of Oxford strives to be a leader in providing quality service to our community and to provide our employees with an open, challenging, and rewarding work environment. We look forward to working with you to deliver the best to our fellow citizens.

Background

Oxford is a “Home Rule” City, which means the structure of the government is based on a City Charter, which was approved by the electorate. The Charter provides for a City Council to make policy and a City Manager to administer. This is considered a Council-Manager form of government, where the City Manager is responsible for carrying out the policies of the City Council and for proper and efficient management of all municipal activities. The Manager directs and coordinates the various departments and municipal services through appointed department directors who directly supervise and administer the various City programs, services, and activities.

The Mayor and Council are the only elected officials of the city. The City Manager, Law Director and Finance Director are appointed by City Council. Council also appoints the Clerk of Council to serve full time or part time and may assign the duties to any employee of the municipality. All other employees are appointed by the City Manager who is considered the Appointing Authority. These appointments are made in conformance with the City Charter and the Personnel Appeals Board Rules & Regulations for those covered employees.

The following is a list of the various departments within the City of Oxford organization and a summary of their function.

City Manager

The City Manager is the Chief Executive and Administrative Officer of the City, appointed by the City Council, serving at the pleasure of the City Council for an indefinite term. The City Manager is responsible to Council for proper administration of all affairs of the City, in accordance with the authority and responsibilities defined by the City Charter.

Assistant City Manager

Under general supervision of the City Manager, this individual serves as liaison on several boards and commissions, serves as Acting City Manager in the Manager’s absence, and provides other assistance and support to the City Manager. This individual oversees the following roles:

- Human Resources
- Economic Development
- Public Information and Communication

Law Department

The Law Director is appointed by City Council and serves at the pleasure of the City Council for an indefinite term. The Law Director can also be called the City Attorney. The Law Director must be licensed to practice law in the State of Ohio and in good professional standing. The Law Director serves as legal counsel and attorney for the City Council and the various administrative officers of the City, prepares and reviews legislation and other legal documents, and represents the City in legal matters.

Finance Department

The Finance Director is appointed by City Council for an indefinite term and performs those functions customarily performed by the auditor and treasurer, under the general laws of Ohio. The Finance Director is the administrative head of the Finance Department, which is responsible for the accounting, collection, and custody of public funds and control over disbursements.

Service Department

The Service Department is administered by the Service Director, who is appointed by the City Manager. The Department has the custody, care and maintenance of the public buildings, grounds, streets, sewers, municipal utilities and cemeteries owned by the city; and oversees the design of engineering drafts, plans and drawings; and approves all submissions for City-wide development. The Service Department consists of the Engineering Division, Streets and Maintenance Division, Water Treatment Plant Division, Water Distribution Division, Wastewater Treatment Plant Division, Wastewater Collection Division and Environmental Division.

Community Development Department

The Community Development Department is administered by a Community Development Director, who is appointed by the City Manager. The Community Development Director oversees Planning and Zoning, Building and Housing, and Code Enforcement. The Community Development Director shall work with the Planning Commission to guide and facilitate the planning functions necessary for the City, as provided by law. The Community Development Department also staffs other boards and commissions dealing with zoning and development issues.

Parks & Recreation Department

The Parks and Recreation Department is administered by a Parks and Recreation Director, who is appointed by the City Manager and is responsible for the formulation and implementation of recreation programs. The Parks and Recreation Director supervises various parks and recreational facilities owned or leased by the city.

Safety Department

Police Division

The Police force of the City shall preserve the peace, protect persons and property, and obey and enforce all ordinances of Council and all criminal laws of Ohio and the United States. The Police Chief is appointed by the City Manager and is responsible for the operations and staff of the Police Division.

Fire Division

The Fire Department and Emergency Medical Service shall protect the lives and property of all people in case of fire. The Fire Chief is appointed by the City Manager and has exclusive control of the stationing and transferring of volunteer firefighters and other employees of the Fire Division.

Introduction

This handbook has been prepared as a guide to assist you in understanding the city's personnel policies and practices, and to assist those persons responsible for the management of people in providing an efficient and equitable system of personnel recruitment, evaluation and promotion of employees in the day-to-day conduct of the city. This handbook applies to all city employees both part-time and full-time as described later in this document. Additional information concerning the city's policies and practices may be obtained from the City Manager or from the Human Resources Department.

[Employment with the City is on at-will basis unless otherwise stated in a written individual employment agreement or collective bargaining agreement. Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied.](#)

Chapter I—General Provision

1.00 Purpose

This handbook provides an overview of city rules and policies and is not a contract of employment, expressed or implied, or a guarantee of employment for any specific duration. Because the salary ordinance changes from year to year, as do conditions at the city, this handbook may be updated without prior notification as deemed necessary. The intent is, where possible, to create one unified set of procedures for all city employees to follow. Specific departments may have additional procedures that apply to their department.

As you already know, many of the terms and conditions of your employment, including your pay and fringe benefits, are fixed by law in the Codified Ordinances of the city of Oxford or in the salary ordinance which City Council enacts each year. The salary ordinance and bargaining unit contracts are approved and adopted by Council.

Many employees of the city are covered by the city's Personnel Appeals Board's Rules and Regulations, by collective bargaining agreements, and by specific departmental procedure handbooks which must be approved by the City Manager. In the event of a conflict between these rules and specific departmental procedural handbooks, the Employee Handbook shall, to the extent it is not otherwise superseded by law, take precedence. Policies apply to specific employees where so stated.

1.01 Administrative Authority

By law, all authority to hire, direct, discipline or discharge employees of the city of Oxford is vested in the City Manager or, if the City Manager so directs, in the Human Resources Director or the Department Heads. Although City Council appoints the City Manager, Council members are prohibited by law from intervening in administrative matters, including employment matters. City employees are free to talk with Council members but must refrain from asking Council members to get involved in employment matters, the procedure of which are governed by this Handbook. City employees also must refrain from performing any work at the direction of a Council member without authorization of their Department Head or City Manager.

Once hired, all employees are required to provide satisfactory proof of citizenship or of their status as authorized resident aliens in order to permit the City to comply with current immigration regulations.

1.02 Personnel Appeals Board

The Personnel Appeals Board of the City of Oxford shall be composed of three (3) persons who shall be appointed by City Council for three (3) year (staggered) terms. Council shall fill vacancies by appointment for the unexpired term.

It shall be the duty of each member of the Board to attend all meetings of the Board and to devote as much time as is necessary to the management of the business and affairs of the Board.

The Board shall have the power to hear and determine appeals of disciplinary actions, suspensions, demotions or removal of classified/nonexempt employees if such matters are not resolved upon a hearing and determination by the City Manager. A table listing of classified/nonexempt positions is included in Appendix B of the Personnel Appeals Board Rules and Procedures.

Chapter II—Nondiscrimination Policy

2.00 Nondiscrimination

As a governmental entity, the city is committed to a policy which forbids any form of discrimination against any employee. The city shall not, because of race, sex, color, sexual orientation, gender identity, religion, national origin, disability, age, ancestry, marital, military or veteran status, or genetic (GINA) information of any person, refuse or otherwise discriminate against any person with respect to hire, tenure, job assignment, terms, [termination](#), conditions, or privileges of employment or on any matter directly or indirectly related to employment in accordance with applicable federal, state and local law.

It is the policy of the city of Oxford to ensure that the workplace is free from any form of discrimination. If you have a complaint about discrimination, you must report such conduct immediately to the City Manager, Department Head, or to the city's Human Resources Department. Upon receipt of such complaint, the City Manager, or the Manager's designee, shall promptly conduct an investigation of the incident. Retaliation against any employee who, in good faith, makes such a complaint is prohibited, and the city will not tolerate any such retaliation. However, individuals who make complaints that are demonstrated to be intentionally false may be subject to disciplinary action, up to and including termination. If an investigation confirms the allegations, offenders will be subject to prompt corrective action, up to and including, discipline or discharge.

2.01 Sexual Harassment

It is the policy of the city of Oxford to ensure that the workplace is free from any form of sexual harassment. This statement is intended to make all employees sensitive to this matter and to advise them of their behavioral obligations.

The city prohibits sexual harassment of its employees. No one who supervises, or otherwise exercises control over the terms and conditions of employment of any employee of the city, shall threaten or insinuate that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, hours or assigned duties, or any other condition of employment, or that an employee's acceptance of such sexual advances will have a positive effect on employment or career development.

Other sexually harassing conduct, whether committed by one who supervises or one who is a co-worker, also is prohibited. In this regard, it is important to remember that any unwelcome verbal or physical conduct of a sexual nature may be viewed as sexual harassment if such conduct has the purpose or effect of substantially interfering with an individual's performance or creating an intimidating, hostile or offensive work environment. The city will also take action to eliminate instances in which employees are sexually harassed by persons who are not employed by the city, but who have business contact with our personnel.

If you have a complaint about sexual harassment report such conduct immediately to the City Manager or Human Resources Department, in accordance with the policy noted above.

2.02 Harassment

It is the city's policy to maintain a work environment free of harassment, discrimination and intimidation based on, but not limited to: race, sex, color, sexual orientation, gender identity, religion, national origin, disability, age, ancestry, marital, military or veteran status, or genetic (GINA) information of any person. Prohibited harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; intimidating or hostile acts; denigrating jokes; or display or circulation of written or graphic material that denigrates or shows hostility or aversion toward an individual or group.

Harassment, discrimination and intimidation are strictly prohibited by employees, management, and any outside third party (e.g. vendor, supplier, independent contractors, and government representatives). Any employee found to be engaging in harassment of another employee or an outside third party is subject to disciplinary action up to, and including, termination of employment.

2.03 Accommodation to Disabilities

It is the policy of the city of Oxford to comply with the Americans with Disabilities Act (ADA) and to take all reasonable steps to make all public facilities accessible to disabled persons as required by law. Accommodations that are reasonable and necessary under the circumstances will be considered to enable disabled employees to perform the essential functions of their jobs, provided the requested accommodations do not result in an undue hardship for the City. Any questions or concerns regarding accommodation must be brought to the Human Resource Department's attention. It is the responsibility of an employee with a disability to inform the employee's supervisor and the Human Resources Department that an accommodation is required. While the performance of the individual is a primary consideration when selecting among equally effective accommodations, the city of Oxford has the ultimate discretion and may choose the less expensive or the more easily provided accommodation, if such accommodation is reasonable and effective. The city of Oxford ~~will not~~ [is not required under federal or state law to](#) provide an accommodation which is primarily for personal use.

2.04 Drug Free Workplace

The city of Oxford is committed to providing a drug free workplace. Drug abuse in the workplace is a threat to the safety and health of our employees, and it jeopardizes the efficiency of our operations and the quality of our service. For these reasons, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Further, employees must notify the Human Resources Department of any criminal drug statute convictions for a violation occurring on the premises of the workplace, not later than five (5) days after the conviction.

Pursuant to the Drug-Free Workplace Act of 1988, compliance with this policy is specifically made a condition of employment by the city of Oxford. Any employee who violates this policy will be subject to disciplinary action, up to and including, termination of employment.

Employees who believe they may have a drug abuse problem are urged to make use of the counseling and rehabilitation services of our employee assistance program. For additional

information, contact the Human Resources Department. (See also Comprehensive Drug Abuse Policy).

Commented [JG1]: This will need to reflect the actual location.

Chapter III—Wages and Benefits

3.00 Generally

As noted in the introduction, the City's wage schedule, as well as all benefits, are determined annually by the City Council and are set forth in the annual salary ordinance. Please refer to the current ordinance or to your collective bargaining agreement, if applicable, for details on matters such as rates of pay, longevity bonuses, shift differentials, allowances, overtime, medical, life, disability and other insurance programs, vacations, sick leave, holidays and any other wage or benefit-related matters.

3.01 Hours of Work

The City Manager determines when city offices will be open and when city services will be performed.

All employees must report to work promptly at the designated starting time and continue on duty for the entire period of their assigned workday unless their absence has been approved. If an employee cannot report for work at the assigned time, due to illness or other cause, the employee must notify the employee's supervisor, or designee, as soon as possible, but in no case more than one half hour after the assigned start time. Failure to do so shall may result in loss of pay for the period absent, as permitted by law, and could result in disciplinary action unless good cause can be shown for failure to provide proper notice. Because of the burden it places on other employees, city management and the public, failure to fulfill this obligation (i.e., tardiness, leaving work early, wasting time) may result in discipline and possible discharge. Department Heads serve at the pleasure of the City Manager and are required to work as assigned and in accordance with the needs of their department.

Tardiness is defined to be any time later than the designated time the shift begins. If a person is tardy, the Department Head has the authority to approve the use of comp or personal time. If the employee has no personal time, or the Department Head does not approve the use of comp or personal time, the employee will not be compensated and will be docked at fifteen (15) minute increments, as permitted by law. Repeated tardiness will not be tolerated and will result in disciplinary action.

Non-contract employees are permitted one 15-minute paid break in the morning and one 15-minute paid break in the afternoon, the time of which is subject to the approval of your supervisor. Non-contract employees shall be assigned an unpaid lunch break of up to one hour (one-half hour for some positions, one hour for other positions), the time of which will be determined by your supervisor. The lunch break is not a part of the employee's eight (8) hour workday and therefore is not paid time. Employees are to take a lunch break. In an emergency situation, the employee and the employee's supervisor may agree to alter the time of the employee's lunch break. Break time may not be combined and taken as a paid lunch break and may not be carried over to another day. Departmental procedures may dictate specific breaks or lunch breaks as authorized by the Department Head.

Commented [BM2]: Deductions as described in this policy for absences should only be done for hourly employees. City should not make deductions to salaried exempt employees weekly wages for partial day absences (ever) or for full day absences for sickness (unless the employee is receiving wage replacement through short-term disability or a similar bona fide plan through the employer). City can make deductions to salary exempt employees for full day absences for personal reasons other than sickness or disability. City can make deductions to salary exempt employees for full day absences for violation of safety rules and as a disciplinary suspension for a serious policy infraction (not attendance, i.e., sexual harassment policy, anti-discrimination policy). If an employee is violating attendance policies, City is better off issuing discipline rather than deducting pay due to the requirements of the FLSA and wage and hour laws.

3.02 Overtime

The regularly scheduled work week for full-time hourly employees shall be 40 hours. The city reserves the right to revise or modify routine work schedules as deemed necessary after giving advance notice of a minimum of two weeks, where possible, to the affected employee(s). This policy is not a guarantee of 40 hours of work per week, 52 weeks of work per year, or continued future employment.

When circumstances warrant, hourly employees may be required by their supervisor to work overtime. An hourly employee may receive overtime pay for overtime worked only with the prior approval of the employee's supervisor. Any employee working overtime without prior approval of the employee's supervisor may be subject to discipline, up to and including termination of employment. Pursuant to the salary ordinance, compensation for overtime for non-exempt employees shall be computed at one and one-half (1 1/2) times the employee's hourly rate of pay for all hours worked in excess of 40 hours per week. Exempt employees, including the City Manager and Department Heads, do not receive overtime pay.

3.03 Compensatory Time

Compensation for overtime for a full-time non-contract employee will be in the form of pay or compensatory time off, at the option of the city, at the rate of one and one-half hours for each overtime hour worked for all hours exceeding 40 hours worked per week. Compensatory time off may be taken as additional vacation with the approval of the employee's Supervisor and Department Head.

Effective December 31, 2012, those employees having a comp time (hours) balance will have those hours banked. Beginning January 1, 2013, compensation for overtime, whether in the form of pay or compensatory time off, will continue to be at the option of the city. However, no employee shall be permitted to carry over more than forty (40) hours of compensatory time from one calendar year to the next calendar year.

All banked comp time and any accruals will continue to show on the individuals pay stub and are available to be used as requested and approved. Unless used, the banked hours will be held until retirement, death, lay-off, resignation or termination, at which time the banked hours will be paid at the employee's regular rate of pay. In addition to the banked comp time, the employee will be paid for any unused comp time earned during the year of separation.

Contract employees' compensatory time will be as set forth in the negotiated contract.

3.04 On Call, Call-In, Pay and Shift Differential Compensation

Is defined in the Salary Ordinance. On Call Pay: Staff who assist their supervisor who are unavailable to be on call, will be paid one hour, at a rate of one and half times their normal rate of pay, per day (24 hours) of coverage. Supervisory staff are not eligible for on call pay.

Call In Pay: Staff who are called in for nonscheduled tasks, after the completion of their normal work day or 30 minutes prior to the start of their next normal work day shall receive a minimum of three (3) hours compensation at one and a half times their normal rate of pay.

Commented [JG3]: Ask Mike D. did we change on call to be spread between staff and not just supervisors?

Commented [BM4]: Jessica, I am confused by the paid "one hour of overtime" per day of coverage. Does this just mean that the employee is being paid one and a half times their normal rate of pay as "on call" pay? I prefer just saying "one and one half times" their normal rate of pay, since overtime would imply the employee is non-exempt and has worked over 40 hours in the workweek, which may or may not be the case.

Shift Differential: See Salary Ordinance for details.

3.05 Temporary Move-Up Pay

An employee who is directed by a supervisor to temporarily perform all the duties of a position having greater responsibility, which is vacated due to another employee's termination or leave of absence, will be eligible to be paid at not less than the entry rate applicable to the temporary position for all time during which the employee performs satisfactorily the full responsibility of the temporary position, as determined by the City Manager. Under these circumstances, the employee will be eligible to receive not less than a five percent increase over the employee's regular rate of pay.

Employees who are directed by their supervisor to work for a period of time in a position having a higher salary grade than their regular position, are eligible to be paid at the rate applicable to the higher-grade positions for all time greater than 30 consecutive days that they satisfactorily perform the duties of the higher-grade position. Payment of the higher grade will be retroactive to the first day of service in the higher position after 30 days have elapsed.

3.06 Longevity Bonus

Is defined in the Salary Ordinance.

3.07 Payroll Deductions

The city must withhold certain deductions from your paycheck for federal, state and municipal income taxes and for the Public Employees Retirement System or Police and Fire Pension Fund, residential School District taxes, if applicable, and health insurance. It is the employee's responsibility to notify the Payroll and Benefits Specialist if there is a school district tax or a local tax for their residence. All payroll deductions are clearly identified on the check stub. Additional voluntary payroll deductions must be approved by the City Manager. Questions or changes concerning payroll deductions should be directed to the Payroll Specialist.

A. Supplemental Tax Deferred Retirement Programs

The city of Oxford offers voluntary tax deferred programs which are available through payroll deduction. You may authorize a portion of your salary to be withheld (using payroll deductions) and invested for payment at a later date. The programs are intended for you to accumulate funds that will supplement your future retirement income. Details and enrollment forms may be obtained by contacting the Human Resources Department.

B. Supplemental Medical Insurance

The City offers a voluntary program for supplemental medical insurance whereby you authorize a payroll deduction for the various types of coverage offered. Details and enrollment forms are available by contacting the Human Resources Department.

C. Supplemental Life Insurance

This is a voluntary program for additional life insurance, which can also be purchased through payroll deduction. Details and enrollment forms are available by contacting the Human Resources Department.

D. Additional Optional Payroll Deductions

These are additional optional payroll deductions for which employees may be eligible. Each program may have an annual cap or contribution limit. Check with the human resources department for updated contribution limits.

- Flexible Savings Account: You may authorize a payroll deduction for an amount to go toward healthcare expenses. You must use all funds in this account in a calendar year or you will lose it.
- [Health Savings Account: This is available to staff who elect the high deductible health insurance program. You may authorize a payroll deduction for an amount to go toward healthcare expenses. This account balance can grow and advance year over year. You cannot have both an FSA and HSA account.](#)
- Dependent Care Savings: You may authorize a payroll deduction for an amount to go toward dependent care expenses, including child and elder care.

3.08 Insurance

Life, accidental death and dismemberment and health insurance coverage is provided to regular full-time employees subject to the terms and conditions described in the salary ordinance and the applicable plan summary. An employee on unpaid leave of absence, other than for disciplinary reasons, may continue insurance benefits by paying the portion of the premium the employee would pay as an active employee. If [for an employee is suspended for](#) disciplinary reasons, the employee must pay both the portion of the premium the employee would pay as an active employee and the portion of the premium which would otherwise be paid by the city. Questions concerning insurance benefits should be directed to the Human Resources Department.

[The City of Oxford requires spouses to join their employer's health insurance as their primary insurance. Spouses may only be listed as primary on the City of Oxford insurance if they do not have access to insurance or if they must pay 55% or more of the total premium cost. An annual Coordination of Benefits Form must be submitted to the Human Resources Department to document a spouse's access to \(or lack of\) insurance by their employer. An employee's failure to comply with this policy may result in discipline and/or a requirement that the employee reimburse the City for any costs incurred for their spouse's improper enrollment in the City's health insurance plan.](#)

3.09 Worker's Compensation & Disability Income Continuation Benefit

Employees are covered by Worker's Compensation. There are certain requirements with regard to coverage all employees must comply with. For any work-related injury or illness, all required paperwork, including a Wage Agreement, must be filed by the city and/or the employee with the Bureau of Workers' Compensation (BWC). Should the injury or illness require a health

care provider or hospital visit, only the first visit is covered if the health care provider or hospital is not a BWC authorized health care provider. All subsequent visits must be to a health care provider authorized to provide benefits through the BWC or the charges will not be covered.

The employee shall be paid at their regular salary during the period of time the employee is off due to a work-related illness or injury. This will be noted as Worker's Compensation pay on the timesheet and paystub. The city will continue to pay premiums for health and life insurance for the employee until such time as the employee is terminated from employment or begins to receive Ohio Public Employees Retirement System, Ohio Police and Fire Pension Fund benefits or other disability compensation.

In all cases, the employee is required to submit to examinations by health care providers chosen by the city, conducted for the purpose of determining eligibility or continued eligibility for Disability Income Continuation benefits.

A. Light Duty

The city recognizes that in particular circumstances where an employee's injury/illness, whether incurred or contracted on or off the job, prevents them from being able to return to work in a full-duty work status, but the employee is capable of performing certain job assignments, which constitute a limited portion of one or more job classifications. These temporary, light-duty assignments, when available, are for eligible personnel who are temporarily unable to perform their regular assignments, but who are capable of performing alternative duty assignments. It is the policy of the city of Oxford that eligible personnel be given a reasonable opportunity to work in temporary light-duty assignments, where available. A light-duty assignment is strictly temporary and does not serve to permanently change or modify the essential functions of the employee's regular assignment.

Any individual requesting information concerning the possibility of a temporary light-duty assignment should make a request to their Department Head in writing and with the appropriate medical documents supporting the request.

- Physician's release that notes the probability that the employee will be able to return to full duty at a future date and authorization for the employee to return to work on light duty and outline parameters within which employee may work (restrictions) is required. The Department Head may authorize the employee to have light-duty status for the specified period of time noted in the physician's release
- The determination of whether or not to place an employee on light duty is up to the Department Head with the following (not limited to) issues being considered:-
 - Light-duty positions available for assignment within the department to which the employee is assigned.
 - Medical probability that employee will be able to return to full duty.
 - Employee's qualifications for the assignment.

- Physician's written opinion that the employee is able to perform light-duty activities.

An employee who receives light-duty status will not work on holidays and will have no overtime and no off-duty employment (w/o consent of Department Head).

An employee who wishes to appeal the Department Head's decision must request a hearing, in writing with the City Manager within five days of the Department Head's decision. This is not a grievance procedure. The City Manager has authority to adjust the decision as necessary.

3.10 Employee Assistance Program (EAP)

This is a program to assist employees and/or immediate family members with problems such as stress, substance abuse, mental or emotional illness, finances, legal issues, or a family crisis.

~~This program includes up to eight (8) sessions per employee or family member per year. The EAP also offers legal help including a free thirty (30) minute consultation with an attorney and a reduced rate of 25% should you require additional legal assistance. All discussions with EAP are strictly confidential. Should it be necessary for the Human Resources Department to refer an employee to the EAP, a summary report from the EAP will be submitted to the Human Resources Department regarding the referral. Contact the Human Resources Department for additional information.~~

Through the EAP, employees can access digital resources, professional counseling, legal and financial services, and work/life support. The counseling includes a set number of free in-person or virtual counseling sessions per issue, per year, and is available to employees and their household members. Discussions are strictly confidential. Find our current EAP provider and the program details on the employee portal or contact the Human Resources Department.

Should it be necessary for the Human Resources Department to refer an employee to the EAP, a summary report from the EAP will be submitted to the Human Resources Department regarding the referral. Contact the Human Resources Department for additional information.

3.11 Holidays

See Salary Ordinance for designated holidays.

In order to be eligible to receive holiday pay, an employee must actually work the employee's last scheduled work day before the holiday and the employee's first scheduled work day after the holiday unless the employee uses pre-approved vacation time, compensatory time, personal time or sick leave time before or after the holiday. An employee may be required to verify and document the use of sick leave. The city reserves the right to request a doctor's note or other documentation supporting the need for sick leave time. Employees will not receive pay for holidays that occur while the employee is off work, except those holidays occurring during an employee's vacation or period of paid sick leave. Such days will be considered a holiday, and the employee will not be charged a vacation or a sick day. If a designated holiday falls on an

employee's scheduled day off, the employee shall receive a banked holiday to be used within one year of the date earned.

3.12 Personal Leave (6 days per year – 48 hours)

All full-time, non-contract employees receive six (6) personal days (48 hours) each year. The personal days (48 hours) are posted to the employee's account the first of each year.

Personal Leave is eligible to be used for absences subject to the approval of the Department Head. An employee who wishes to use Personal Leave is required to contact the employee's supervisor at least thirty (30) minutes prior to the employee's scheduled starting time. If an employee is unable to contact the employee's supervisor, the employee shall then contact the employee's respective division, department or Human Resources. Failure to do so may result in an unexcused absence for which the employee shall not receive Personal Leave compensation and may be subject to disciplinary action. In the event an employee takes personal leave and does not have sufficient time available from the preceding pay period, such time will be deducted from the employee's compensatory time or vacation time, in that order. Employees taking Personal Leave not approved prior to the leave, are required to request approval of personal leave in writing immediately upon their return to work.

Effective December 31, 2012, those employees having a personal leave (hours) balance, will have those hours banked. Beginning January 1, 2013, future personal hour accruals will not be added to the banked personal hours. Employees will also be required to use the yearly accrual (six days-48 hours) within one year of the date earned.

All banked personal hours and any accruals will continue to show on the individuals pay stub to be used if needed. The banked hours will be held until retirement, death, layoff, resignation or termination, at which time the banked hours will be paid at the employee's regular rate of pay.

Personal time is a benefit for full time employees accrued at the rate of four (4) hours per month. To allow ease in using personal time, employees are advanced all 48 hours of personal time in January of each year; however, the personal time is not earned until accrued.

Employees are eligible for a payout of unused, earned personal time upon separation. If the employee uses more personal time than the employee has accrued at time of separation, the employee agrees and acknowledges that they shall reimburse the City for the advanced personal time the employee used but had not accrued prior to separation of employment.

3.13 Vacations

Vacation schedules are listed in the Salary Ordinance.

New employees begin accruing monthly vacation hours immediately upon hire based on the schedule defined in the salary ordinance. ~~Employees may not use vacation hours in the first twelve (12) months of their hire date, without only with prior approval of the City Manager.~~

An employee may accumulate one year of earned and accrued vacation time plus eighty (80) hours vacation time, and may carry the same forward each calendar year. If an employee

leaves the City's employ, the employee will receive vacation pay computed on a pro-rated basis and at the employee's regular pay rate for all earned but unused vacation days.

A record of each employee's vacation time is kept by the Human Resources Department and is available to the employee upon request. Vacation time may not be used for absences of less than fifteen (15) minutes. Vacation schedules must be approved in advance by the Supervisor or Department Head. Conflicts in vacation schedules among employees of a department are to be resolved by the Supervisor or Department Head. Vacation is not available until after it has been posted to the employee's account and is reflected on their previous check stub.

3.14 Vacation Conversion

A full-time, non-contract employee may request earned and accrued vacation hours, less hours used in the current calendar year, be converted to pay less all applicable deductions, provided that the employee is on active status. The request should be made to the Human Resources Department, and it will be submitted to the Payroll Specialist for processing and payment. The employee is required to have a balance of forty (40) hours remaining on the books once the payout is made. The forty (40) hours can be made up of vacation, personal, or comp time or a combination of the three. Questions about the vacation hours for pay option should be directed to the Human Resources Department.

The maximum amount of converted vacation leave that can be considered earnable salary is the amount the employee earns in one calendar year, less any amounts (vacation) taken during the calendar year. To be considered earnable salary, the leave also must have been earned in the calendar year it was converted. This concept is considered the LIFO method (last in, first out). The only exception is that leave conversion may occur in January for the prior calendar year. In this case the amount considered earnable salary would be the amount of leave earned in the prior year minus the amount of leave taken in the prior year. A payout date in January is the only way to affect an OPERS approved conversion plan that allows for employees to have the potential to convert the entire amount they earn in a year provided they have not used any leave the prior year.

The plan cannot restrict the number of times employees are eligible to take advantage of the plan. The plan must be accessible to eligible employees no less frequently than annually and budget restraints cannot dictate usage of the plan.

For conversion leave to be considered earnable salary for retiring or terminating employees, the termination date would have to occur in the month of the leave payout of your annual conversion plan or later in order for the member to take advantage of the conversion. Only the leave accrued in that calendar year may be converted. Please keep in mind: payments made at termination for accrued leave are not earnable salary. Conversion payments are only made when your policy indicates and cannot be changed to accommodate a retiring or terminated employee.

No more than eighty (80) hours per year may be converted to pay.

3.15 Leaves of Absence

A. Paid Sick Leave.

Paid sick leave is earned by all full-time non-contract employees at the rate of ten (10) hours per month (15 days per year). Sick time may be used for absences of fifteen minutes or more. An employee may be required to submit medical documentation or other verification to justify the use of sick time. An employee may take leave for illness or death of an immediate family member as defined in Subsection B or for inclement weather.

Sick leave is not available until after it has been posted to the employee's account and is reflected on the employee's previous check stub. Sick leave may not be used to supplement or add to vacation leave, but vacation leave may be used to supplement or add to sick leave. The City Manager has the authority, under extraordinary circumstances, to approve sick leave in advance. In the event an employee takes sick leave and does not have sufficient time available from the preceding pay period, such time will be deducted from the employee's compensatory time, personal time or vacation time, in that order.

Employees who wish to use sick leave are required to contact their supervisors at least 30 minutes prior to their regular starting time. If an employee is unable to contact the employee's supervisor, the employee shall then contact the employee's respective division, department or Human Resources. Failure to do so may result in an unexcused absence for which the employee will not receive sick leave compensation and the employee may be subject to disciplinary action. Employees on shift work must give at least two hours' notice so that a replacement can be found. Employees are required to request approval of sick leave in the timesheet tracking software upon their return to work.

After two (2) full work days of sick leave, the City requires proof of bona-fide illness, injury or disability from a physician duly licensed to practice medicine. The doctor's note should only verify that the employee was seen by the healthcare provider and stipulate any period of incapacity as a result of the bona-fide illness, injury or disability. If there is reasonable suspicion of sick leave abuse, a supervisor may request a doctor's note with less than two (2) days leave. Abuse of sick leave will lead to disciplinary action, up to and including, termination.

1) Sick Leave Incentive – a full-time, non-contract employee shall receive an incentive for the calendar quarter if the employee uses no sick leave during that quarter. A non-contract employee who uses no sick leave for a calendar year shall receive an additional incentive (see Salary Ordinance for details). Donation of sick time to a fellow employee, will result in forfeiture of the sick leave incentive.

When authorized by the salary ordinance, once a year, accumulated sick leave may be converted to vacation time or cash. Employees should consult the salary ordinance to determine whether this option is available and the circumstances under which it may be exercised. Questions about the sick leave conversion option should be directed to the Human Resources Department.

ContractPolice employees should refer to their collective bargaining agreement for information regarding sick leave benefits.

2) Donation of Sick Time – It has been the policy of the cCity to allow employees to donate sick time to those individuals who do not have enough time on the books to cover their absence due to unforeseen circumstances, or an unexpected illness. The intent of this policy is to assist employees during a difficult time by providing their co-workers with the opportunity to help.

Each request will be reviewed on a case-by-case basis to determine whether to allow such donation of time. A number of factors are considered in determining whether the individual is eligible for donation, including but not limited to, their attendance record, available time, etc.

Upon receipt of a request, the Human Resources Department will notify the Payroll Specialist who will provide a complete report of all time the individual to receive the donation of sick time has on the books. All vacation time, comp time, personal time, and sick time hours will be considered. If the individual does not have any sick time but does have vacation, comp or personal time they will be expected to use all that time prior to any donation being approved. In unforeseen circumstances, employees with no more than 40 hours of combined sick time may be eligible for sick time donation.

Should an employee choose to donate sick time to another individual, they will not be eligible for the sick leave bonus. Employees who donate sick time may not have it returned to them.

The transfer of sick leave from one employee to another employee shall be at the sole discretion of the City Manager.

B. Bereavement Leave.

Each full-time employee will be permitted to use up to three (3) days bereavement leave per calendar year for the purpose of attending the funeral of a member of the employee's immediate family. The City Manager may approve an extension of time where circumstances warrant. ~~An employee will be permitted to use other leave for other family members not covered.~~ Immediate family includes spouse, child (biological, adopted, foster or stepchild), parent, stepparent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, great grandparents, spouse's grandparent, grandchild, aunt, uncle and non-traditional family member. No other relatives are considered immediate family members for purpose of this provision. Employee's using bereavement leave are required to submit either an obituary of the decedent or provide other documentation.

Commented [JG5]: Listed in next section not needed here.

C. Other Bereavement Leave.

Bereavements not covered in Section B. requiring absence of four hours or less may be granted with pay at the discretion of the Department Head or with the approval of the City Manager. More than four (4) hours will require the use of other paid leave or leave without pay.

D. Paid Parental Leave

The City of Oxford will provide eligible employees up to twelve (12) weeks of leave after the birth or adoption of the employee's child. Of the twelve weeks, eight (8) weeks is Paid Parental Leave paid by the City without the employee having to use their accrued vacation and paid sick leave followed by four (4) weeks of Unpaid Parental Leave during which an employee may substitute the unpaid leave with accrued vacation and paid sick leave. Paid and Unpaid Parental Leave can be used as continuous or intermittent leave. The combination of Paid and Unpaid Parental Leave may not exceed twelve (12) weeks.

1. Paid Parental Leave will be paid in the same manner as an employee's bi-weekly paycheck (direct deposit into a bank account) and will include normal deductions.
2. If a recognized holiday occurs while the employee is on Paid Parental Leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total Paid Parental Leave entitlement.
3. City of Oxford will maintain all employer paid benefits for which employees would otherwise be eligible during the Paid Parental Leave period. For example, employees will continue to accrue vacation and paid sick leave while on Paid Parental Leave. Employees will remain responsible for any employee premiums, contributions or other normally required costs.
4. An employee who qualifies for Paid Parental Leave but has exhausted all or part of the FMLA leave for their rolling period will be afforded the same level of job protection for the period of time that the employee is on Paid Parental Leave as if the employee were on FMLA-qualifying leave.
5. Paid Parental Leave may be used in cases of stillbirth. In such an event, a maximum of eight (8) weeks of Paid Parental Leave may be used that includes the three (3) days provided in the bereavement section of the employee handbook for the death of a member of the employee's immediate family.

Eligibility for Paid Parental Leave

An employee must meet both criteria below to be considered eligible for parental leave:

6. Full-time [defined as one who is regularly scheduled in active pay status at least thirty-two (32) hours per week and benefits eligible]; and
7. Continuously employed with the City of Oxford for twelve (12) months, working 1,250 hours or more during that period.

If both parents work for the city of Oxford, the parental leave will be shared between the two employees.

Paid Parental Leave, Parental Leave and Family Medical Leave Act (FMLA) Leave

Paid Parental Leave and Unpaid Parental Leave will run concurrently with FMLA leave, decreasing, in whole or in part, the amount of FMLA leave available to an employee. Employees must inform the Human Resources Department at or before the start of Paid

Parental Leave.

Rules Concerning the Use of Paid Parental Leave

The following limitations apply to the use of Paid Parental Leave:

8. An eligible employee may receive the eight-week Paid Parental Leave a maximum of two (2) times during their employment at the city of Oxford, regardless of any breaks in service. However, certain circumstances resulting in an employee gaining unexpected custody of a child under the age of 18 and approved by the Human Resources Department may qualify for Paid Parental Leave or additional Paid Parental Leave beyond the two-time limit.
9. Multiple births or adoptions that occur at the same time (for example, the birth of twins or concurrent adoption of two children) does not increase the length of Paid Parental Leave provided.
10. In the case of adoption, the following rules apply:
 - a. The child must be under the age of 18. However, if medical documentation is submitted to the Human Resources Department stating that the child or adoptee is incapable of self-care because of a mental or physical disability, the age limit of 18 may be waived.
 - b. For adoption purposes, Paid Parental Leave begins from the point a final decree of adoption, or the legal equivalent, is issued.
11. Employees serving as surrogate mothers and sperm donors are not eligible for Parental Leave, including Paid Parental Leave.
12. Employees experiencing pre-natal complications requiring time off must use accrued leave (paid sick leave and/or vacation or unpaid FMLA, if eligible) for these absences.
13. An employee who adopts a spouse's child(ren) is not eligible for Paid or Unpaid Parental Leave.
14. Paid and Unpaid Parental Leave do not apply with regard to the placement of foster children.
15. All Paid Parental Leave must be taken within six (6) months after the birth or adoption. Any Paid Parental Leave remaining at the end of the 6 months period is not banked for later use or paid out and cannot be combined with any future Paid Parental Leave.
16. Employees on continuous or intermittent Unpaid Parental Leave shall use accrued paid sick leave or vacation.

Required Documentation for Paid Parental Leave

Employees on Paid Parental Leave are required to provide the Human Resources Department, within 30 days, following the birth or adoption:

17. For the birth of a child – appropriate birth documentation, such as a birth certificate or hospital birth confirmation.
18. For the adoption of a child – appropriate adoption documentation, such as an adoption

order.

Employee:

1. An employee is encouraged to provide their department at least 30 days advance notice before the birth or adoption if the need for leave is foreseeable. If the leave is not foreseeable, notice must be given as soon as possible.
2. The employee must contact the Human Resources Department to initiate a request for Parental Leave.
3. An employee approved for Paid Parental Leave is required to notify the Human Resources Department when the leave begins and ends in order to make sure the entry of time for payroll purposes is accurate and that their employee status is correct and accurate.

Department:

4. Notify the Human Resources Department when an approved employee begins parental leave to make sure the entry of time for payroll purposes is accurate.
5. Notify Human Resources Department when an employee, off on parental leave, returns from leave to make sure employee status is correct and accurate.
6. Supervisors must ensure that all relevant conversations with the employee are kept confidential, and all documentation received from the employee is promptly forwarded to the Human Resources Department where it is maintained in a confidential file, separate from personnel records. Under no circumstances may a department maintain any employee medical information (originals and/or copies) or court documents in the case of adoption.

Human Resources:

7. Human Resources will determine if the employee is eligible for parental leave.
8. The employee will be required to provide various documentation such as doctor statements or court documents to substantiate leave. Such information will be held confidentially by the Human Resources Department.
9. Employees will be notified in writing of their approval or denial of Paid Parental Leave with a copy to the employee's supervisor.

Return to Work:

10. The Human Resources Department and/or the department may require an employee to report periodically on their status and intent to return to work.
11. An employee needs to notify the Human Resources Department in writing of their return-to-work date at least three (3) business days in advance but does not need to provide a

note from a health care provider.

E. Family and Medical Leave (Full-Time Employees Only)

When a full-time employee takes 3 or more days of leave that are not preplanned as vacation, comp time, or personal days; a review shall be conducted to determine whether Family Medical Leave Act (FMLA) leave is necessary.

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Subject to certain conditions, employees who have at least 12 months of service and have worked at least 1,250 hours during the prior 12-month period are entitled to a maximum of 12 weeks leave during any rolling 12-month period, for one or more of the following reasons:

- (1) Because of the birth, adoption or foster care placement of a child of the employee (leave must be taken within 12 months of the child's date of birth or in the case of adoption or foster care, the first 12 months of custody);
- (2) To care for a spouse, child or parent who has a serious health condition;
- (3) Because of a serious health condition that makes the employee unable to perform the employee's job.

"Child" includes biological, adopted, foster or stepchild as well as a legal ward who is under 18 or who is 18 or older but incapable of self-care due to a physical or mental disability.

In cases where both spouses are employed by the city, their combined leave may not exceed the 12-week limit where the leave is taken because of the birth or placement of a child or to care for a sick parent. In all cases, accrued sick leave, vacation time and personal time will be counted towards the 12-week limit. Where the leave is the result of a serious health condition of the employee or the employee's spouse, child or parent, the employee's accrued sick leave, vacation and personal time will also be counted toward the 12-week limit. Whenever an employee's leave of absence exceeds the amount of applicable accrued leave time, the remainder of the leave is without pay. In other words, if an employee is eligible for both FMLA leave and paid leave such as sick, personal or vacation time, the employee is required to use all applicable paid leave before unpaid leave is granted, however paid leave must be taken at the onset of the absence. Once the city is informed or becomes aware that the employee has an FMLA qualifying event, the city shall designate any leave taken from the onset as FMLA leave,

regardless of employee preference and alternative types of leave available. If paid leave is available to the employee, the employee's paid leave will run concurrently with the FMLA leave from the onset.

Intermittent/Reduced Schedule Leave – Under certain circumstances, the FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule:

- (1) When medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- (2) To care for a newborn or newly placed adopted or foster care child only with the employer's approval.

Employees needing intermittent or reduced leave for foreseeable medical treatment must work with their supervisor or Department Head to schedule the leave so as not to unduly disrupt the employer's operations. In such cases, the city may require the employee to transfer temporarily to an available position with equivalent pay and benefits which better accommodates recurring periods of leave than does the employee's regular position.

Where the necessity for a leave is foreseeable, employees are expected to provide at least 30 days' advance notice. Where unanticipated events or unusual circumstances prevent 30 days' advance notice, the employee is expected to provide notice of the leave at the earliest possible date.

With any request for a leave involving serious illness of the employee or the employee's spouse, child or parent, the city shall require written certification of the illness from the health care provider of the seriously ill person. Information regarding the specific items which must be addressed in the certificate may be obtained from the Human Resources Director. Under certain circumstances, the city may, at its expense, require the employee seeking the leave to obtain the opinion of one or more independent health care providers. The city may also require an employee to provide periodic certificates, as necessary and reasonable, from the treating health care provider during the course of the leave. In such circumstances, the employee is required to return completed certifications from the treating health care provider to the City. Where the leave was occasioned by a serious health condition of the employee, the employee must present a certificate from the employee's health care provider releasing the employee to return to work.

Upon return from leave, all hourly and most salaried employees will return to the position held at the commencement of the leave or to an equivalent position. Questions concerning reinstatement rights of salaried employees should be directed to the Human Resources Director.

If the employee fails to return to work upon expiration of the leave the City may, where circumstances warrant, recover the amount which the City contributed to the employee's health insurance premiums during the period of the leave.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:

- (1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
 - (2) Any period of incapacity requiring absence of more than three calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider.
 - (3) Any period of incapacity due to pregnancy, or for prenatal care.
 - (4) Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.).
 - (5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.).
 - (6) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
- a) Active Duty Leave – an employee may take up to 12 weeks of unpaid FMLA leave for any qualifying exigency (as defined by regulation) related to a spouse, son, daughter or parent's active duty or notification of an impending call or order to active duty in the Armed Forces in support of a contingency operation.
- b) Service member Family Leave (Caregiver) – an employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave is available during a single 12-month period.

F. Military Leave

Employees may take a leave of absence to perform military service without loss of pay for a period of up to thirty (30) days for each calendar year in which they are performing service in the uniformed services. Any employee who wishes to take a leave of absence for military service is expected to provide the city with notice of the leave immediately after becoming aware of the obligation and the duration of the absence for military reasons.

1. Active Duty

In general, any employee with more than ninety (90) days tenure who voluntarily or involuntarily enters any of the Armed Services of the United States, shall be granted a military leave of absence. If not accepted for active duty, the employee shall be reinstated to the employee's former position without loss of seniority or status or reduction in pay. Employees who complete their active-duty obligation (without voluntarily re-enlisting or extending that obligation) are eligible to return to their previous position within thirty (30) days of their written request, provided

such request is submitted within ninety (90) days of discharge or release from active duty. If temporary physical disability precludes the employee's performing the employee's job, the employee shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to a previously held position under these provisions shall receive credit for military service in areas affecting status, rank, rating, increments and qualifications as though they had continued their City employment. Employees are not entitled to be credited with sick leave, personal leave and vacation accrual while on unpaid military leave.

2. Paid Military Leave for Permanent Public Employees

Ohio National Guard, Defense Corps, Naval Militia, and all U.S. Armed Forces reserve component members are authorized up to twenty-two (22) eight (8) hour working days [or 176 hours for forty (40) hours per week employees] leave with pay per federal fiscal year for training purposes or for a public safety employee, seventeen (17) twenty-four-hour days or four hundred eight (408) hours, within one federal fiscal year. A "public safety employee" is defined as a permanent public employee who is employed as a fire fighter or emergency medical technician. In order to qualify as a "permanent public employee" the employee must hold a position that requires working a regular schedule of twenty-six (26) consecutive bi-weekly pay periods, or any other regular schedule of comparable consecutive pay periods. "Permanent public employee" does not include student help, intermittent, seasonal, or external interim employees; or individuals covered by personal services contracts.

3. Call Up

Any employee called to military duty for a period in excess of the twenty-two (22) eight (8) hour working days or, for public safety employees, seventeen (17) twenty-four-hour days or four hundred eight (408) hours because of an executive order issued by the President of the United States, an act of Congress or because of an order to perform duty issued by the Governor may receive the less of the following (a) the difference between the employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month, or (b) five hundred dollars (\$500.00) per month. No permanent public employee shall receive payments under either (a) or (b) in this section, if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that pay period. Along with requests for such leave, employees are required to submit the published orders authorizing the military duty or a written statement from the appropriate military commander authorizing such duty. Employees requesting such leave will also be required to complete the necessary leave papers.

4. Re-Employment After Active Duty

A regular employee who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil defense, or is drafted by the Merchant Marine Service, shall be eligible for re-employment after honorable discharge or discharge under honorable conditions from such services, provided the employee is physically and mentally able to do the work required and reports for work within ninety (90) days after the employee is released from hospitalization continuing after discharge for a period of not more

than one (1) year. The employee shall be employed in the position or a similar position to the one held at the time of entry into the Armed Forces. All salary adjustments or position upgrades shall be granted the employee upon reinstatement. In the event the employee's former job no longer exists, the employee shall be employed in such capacity for which the employee is qualified at a salary comparable with that the employee formerly received. **Public Service Leave**

~~Employees who are members of the Oxford volunteer Fire Department or Emergency Medical Teams (EMT) and respond to public emergencies or are called in for mutual aid for the City of Oxford shall be eligible for full pay and benefits and shall not be required to use vacation or time off without pay for the time away from their job. Attendance at non-emergency meetings or gatherings of the Oxford volunteer Fire Department or EMT during the employee's workday shall be considered "time off without pay" or vacation time. Employees who are members of such public volunteer units shall make every effort to coordinate their on-call schedules to not disrupt their regular employment.~~

Commented [JG6]: Ben how do we handle this section. We no longer have a volunteer Fire dept.

Commented [BM7R6]: Jessica, as this is no longer applicable we can simply remove it from the handbook. Please let me know if there are any concerns with removal.

G. Professional Leave

At the sole discretion of the City Manager, an employee may be granted leave without pay for compelling reasons related to one's profession, maintaining certification or other extraordinary circumstances.

H. Jury Duty/Witness Fee

Employees who are absent as a result of being subpoenaed as witnesses or called for jury duty where the employee is not a plaintiff or a defendant in the court case or for jury duty in a Court of the United States during working hours will be paid at their regular rate of pay. The amount of compensation received as a witness ~~or for~~ for jury duty must be provided to the city unless such duty is performed outside scheduled working hours for such employee. An employee who reports for such service and is excused shall contact their supervisor and report for work if requested.

I. Election Leave

An employee may serve as a judge (poll worker) of elections on the day of an election as follows: may use personal leave, vacation leave, or comp time, or take unpaid leave, to serve as a judge (poll worker) of elections on the day of an election.

Chapter IV—Standards of Conduct—Discipline and Complaints

4.00 Standards of Conduct

Employees are required to refrain from any action and avoid any kind of public pronouncement which reflects adversely upon the City of Oxford.

A. Drugs and Alcohol

During an employee's working hours, the City strictly prohibits the use or possession, on City premises, of alcoholic beverages, marijuana or drugs other than those prescribed by a physician or obtained from a legal over-the-counter source. Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether their appropriate use of such drugs may impair their ability to perform their jobs safely and competently. Employees must advise their supervisors if they are using any prescription medication or non-prescription medication that adversely affects their ability to perform their duties. A supervisor, with the approval of the Department Head, may send an employee home upon the supervisor's determination that the employee's medication is impairing, or is likely to impair, the employee's ability to do their job. No employee may report for duty while impaired by or under the influence of alcohol, marijuana, or illegal drugs. An employee whose work is impaired because of the use of alcohol, marijuana or illegal drugs ~~shall~~ may be ordered to undergo drug and alcohol testing and, if deemed appropriate, counseling. The employee shall submit to testing and a treatment and counseling program deemed appropriate by the City or its professional advisor. No employee who is found to have a drug or alcohol problem shall return to work until certified by the City's counseling professional that the employee is ready to return to work. Any such employee who reports to work impaired or under the influence of any such drugs or alcohol shall be relieved of their duties immediately and without pay. Neither federal nor Ohio law requires an employer to permit or accommodate the use of non-medical or medical marijuana. Any violation of this policy may subject the employee to discipline, including a requirement to attend counseling as well as immediate discharge. (See also Comprehensive Drug Abuse Policy).

Commented [JG8]: Need to ensure this is named correctly.

B. Problems/Concerns

Employees are encouraged to talk to their supervisor if they have a complaint, grievance, suggestion or problem that needs solving. In the event the employee feels uncomfortable discussing their concern with their supervisor, they are encouraged to go to the Department Head or the Human Resources Department. Other issues such as salary and benefits can be addressed to the Human Resources Department.

C. Political Activity

City employees may not use their position with the city, in any way, to influence any partisan or political election. To that end, city employees are absolutely forbidden to engage in any partisan or ideological political activities of any kind during working hours or while wearing a uniform, badge or any insignia identifying the employee as a city employee. While in their city employment capacity (i.e., on the clock or representing the City), employees should not take stances (supporting or opposing) political or partisan issues. Employees are able to use paid time off to work as an election poll worker.

D. Outside Work

Full-time employees may engage in occasional or part-time work in addition to city employment with written approval by the City Manager. The City Manager's written approval must be obtained before the employee begins the outside employment. Approval or denial of the request will be based, in part, on whether the outside employment is likely to cause a conflict of interest, whether it is compatible with the employee's position, and whether it is likely to affect the employee's efficiency on the city job. See Section 8.02, which defines "conflict of interest."

Outside work is defined as any self-employment or other employment for which pay is received by salary, wages, commission or sale, for work performed in addition to full-time city employment regardless of the number of hours worked.

E. Private Business Activities

An employee shall not engage in private business activities during their working hours and shall not use city property or facility for such activities. Any violation of this policy will subject the employee to discipline, up to and including, immediate discharge.

F. Defamation of the City

Purpose: This policy is established to maintain a respectful and professional work environment by prohibiting defamation of the public employer during work hours. The intent is to ensure that employees represent the organization positively and do not engage in conduct that could harm the reputation of the city, disrupt or potentially disrupt the workplace, or put the city at risk of litigation, while on the clock.

Policy: Employees are prohibited from making false, harmful, or malicious statements about the city, its leadership, or its operations while performing their duties or during work hours. This includes verbal, written, or electronic communications that could damage the reputation of the city, increase risk of litigation, or undermine public trust.

This policy does not prohibit employees from engaging in protected activities, such as reporting misconduct, whistleblowing, or participating in investigations. This policy does not prohibit employees from exercising their First Amendment rights and speaking out on matters of public concern while not at work and not using their official authority. Employees are encouraged to report legitimate concerns through appropriate channels without fear of retaliation.

Constructive criticism or feedback intended to improve the organization is not considered defamation, provided it is communicated in a respectful and professional manner.

4.01 Disciplinary Action

An employee may be disciplined or discharged for deficiencies in performance or conduct. Deficiencies which may result in disciplinary action or discharge include, but are not limited to, the following:

- (1) Unexcused absences or tardiness. (Excused absence – an absence that is allowed under our policy and there was leave available. Unexcused absence – leave was not allowed or there was no leave available.)
- (2) Failure or refusal to follow instructions or to abide by rules applicable to the employee's position or status.
- (3) Insubordination.
- (4) Falsification of records.
- (5) A deliberate statement or act intended to deceive a supervisor.
- (6) Harassment of a fellow employee or a member of the public on the basis of race, sex, color, sexual orientation, gender identity, religion, national origin, disability, age, ancestry, marital, military or veteran status.
- (7) Unsatisfactory performance.
- (8) Improper use or treatment of city property.
- (9) On or off-duty conduct which tends to bring the city into discredit.
- (10) Abuse of sick leave or other benefits.
- (11) Use or possession of alcohol, [marijuana](#), or illegal substances on the city's premises, or while on duty including all authorized break periods including, but not limited to, lunch and dinner breaks.
- (12) Reporting for work under the influence of alcohol, [marijuana](#) or illegal drugs.
- (13) Unauthorized disclosure of protected or confidential information.
- (14) Retaliation against an employee for an employee's good faith exercise of a right provided for in this booklet.
- (15) Failure of persons to provide information to their supervisor in the event of loss of driving privileges.
- (16) Misfeasance, malfeasance, and/or nonfeasance.
- (17) Failure to follow established rules and/or policies established by the city.

These rules are not all-inclusive. The city may impose additional disciplinary action of its choosing on employees because of other behavior and situations. Deficiencies in performance or conduct may be grounds for a recommendation of immediate discharge depending on the nature, severity or frequency of the employee's deficient conduct or performance. Where a discharge recommendation is deemed unwarranted by the Department Head, any or all of the following actions may be taken in any order:

- (1) Verbal warning – documentation of verbal warning will be maintained by your supervisor.
- (2) Written warning – with a copy being placed in the employee's personnel file.
- (3) Suspension – employee will be placed on (paid/unpaid) leave upon approval of City Manager.
- (4) Demotion or dismissal – recommendation will be made to the City Manager for approval.

The City reserves the right to skip progressive discipline and to terminate an employee when circumstances warrant.

Employees may appeal disciplinary actions through the complaint procedure.

4.02 Complaint Procedure

In order to ensure the effective and uniform operation of the city, any complaints or disputes concerning the interpretation of these policies or contesting the imposition of discipline, or the termination of an exempt or unclassified employee, must be processed through this procedure. Classified employees, or employees covered by a collective bargaining agreement, as an alternative to this procedure, may utilize the appeal procedures set out in the Personnel Appeals Board rules or their collective bargaining agreement to contest suspensions, demotions or termination. This procedure does not apply to Department Heads, who serve at the pleasure of the City Manager. If this grievance procedure presents a conflict, an individual may directly report to the Human Resources Department or City Manager.

The following steps must be taken with respect to any complaint:

Step One: The employee initially should attempt to informally resolve any complaints with their immediate supervisor within 48 hours after the employee becomes aware of the occurrence of the acts giving rise to the complaint.

Step Two: If the complaint is not resolved by the supervisor to the employee's satisfaction, the employee may, within seven (7) days of the occurrence giving rise to the complaint, present the complaint, in writing, to their Department Head. The Department Head may meet with the employee to discuss the complaint and will respond, in writing, to the complaint within fourteen (14) days after the presentation of the complaint. The complainant has the right to bring witnesses to such meetings.

Step Three: If the complaint is not resolved to the employee's satisfaction in step two, the employee may present the complaint in writing to the City Manager within seven (7) days after receiving the written response to the complaint. The City Manager, or their designee, may meet with the employee to discuss the complaint or may refer the matter to a panel consisting of five (5) employees — one (1) supervisory and four (4) non-supervisory employees — for review and recommendation. If the matter is referred to the employee panel, the panel will meet within seven (7) days and hear both the complainant and the City's representative on the complaint.

Immediately after the hearing, the panel, by majority vote, will make a written recommendation to the City Manager for resolving the complaint. The City Manager, or their designee, shall consider the panel's recommendation, which is not binding, and conduct any further investigation deemed appropriate. Within seven (7) days after completion of the investigation, the City Manager will render a written decision on the complaint which is final and binding. The City Manager may extend the time period for a final decision should additional time be needed to thoroughly consider or further investigate the matter.

Any complaint regarding discipline or discharge should be kept confidential by all parties at all steps in this procedure to the extent possible. However, an employee may designate someone else to represent them in writing or in person.

Complaints regarding sexual harassment will be handled in the manner set forth in Section 2.01. Complaints regarding reasonable accommodation for a qualifying disability should be directed to the Human Resources Department.

Chapter V—Education

5.00 Continuing Education / Tuition Reimbursement

The city encourages employees to pursue courses of study which will enhance existing skills or teach new skills which will enable employees to better perform their job. Employees are encouraged to take such courses as long as it does not interfere with their jobs.

Periodically, courses are offered for professional certifications. If a vacancy exists or is anticipated, the city may pay course fees and certify the enrollment of an employee who applies for the position. Failure to complete the course may eliminate the employee from future city financial participation in courses and may result in the City Manager collecting a refund of the course fee from the employee.

All requests for continuing education must be approved prior to registration. [To seek approval, contact the Human Resources Department to obtain the application form or download the request form from the employee portal.](#)

Please see the Salary Ordinance for the current amount budgeted for tuition reimbursement.

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

Probationary employees are not eligible for tuition reimbursement.

Should the employee leave City employment prior to the completion of a two-year (twenty-four month) period following the reimbursement of tuition, the employee will be required to refund the city for said amount [and employee expressly agrees and acknowledges that the city may seek reimbursement of tuition by deducting the amount owed from the employee's final paycheck.](#)

Chapter VI—Working Conditions

6.00 Employee Orientation

All employees will undergo a city-wide orientation including explanation of the probationary period, leave policies, job safety, reporting on the job injuries and drug and alcohol policies. This orientation will be followed with the Department Head providing information for their department. Such training includes providing a copy of these policies, providing information and instruction as to job responsibilities and the operation of equipment, providing thorough instruction as to safety rules, and providing information about hours of work and the specific rules and procedures of the department.

6.01 Probationary Periods

All new and newly promoted employees, ~~including firefighters,~~ shall serve a twelve (12) month probationary period. Police officers shall refer to the Personnel Appeals Board Rules and Regulations Rule VIII (2) to determine appropriate probationary periods. During this time, the appropriate Department Head or designee shall observe, train, evaluate, and counsel the employee to determine performance potential. New unclassified employees may be terminated without cause during the probationary period. If an employee who is promoted to another unclassified position fails to successfully complete the probationary period, the city will return the employee to the employee's former position. Promoted probationary unclassified employees may be terminated for those reasons set forth in this handbook or as provided by law.

Commented [JG9]: Do FF need different language here?

Commented [BM10R9]: Section 19.1 of the FF CBA provides that the probationary period is 12 months. Same language may be used here as it applies to FF's.

6.02 Performance Evaluations

The City Manager and each Department Head or designee, are responsible for performance evaluations. The evaluation process is intended to provide employees with information concerning employment progress and to serve as a means for improving employee performance and growth. The process is not meant to serve as a substitute for ongoing discussions between supervisors and employees concerning job performance.

The performance evaluation is a tool for monitoring job performance and providing a mechanism for goal setting and employee improvement and growth.

6.03 Evaluation Standards

It is the responsibility of the City Manager, in consultation with Department Heads, to develop evaluation standards. Employees may obtain information regarding evaluation standards and other details of the City's evaluation process from their Department Heads or the Human Resources Department.

6.04 Evaluation Process

Performance appraisals may be completed annually ~~during the employee's month of hire (example: Employee hired 02/05/1998 – Employee evaluated annually in February).~~ Under the evaluation process, employees are permitted to review and respond to their evaluations. Employees will be given the opportunity to comment on the evaluation and shall acknowledge receipt of their evaluations. Each evaluation is reviewed and acknowledged by the Department

Head and turned ~~in to~~into the Human Resources Department. Evaluations that have not been completed properly will be returned for additional information. Once this process is complete, the evaluation becomes a part of the employee's personnel record. Failure to complete performance evaluations shall not be a defense against personnel actions including, but not limited to, termination taken by the city.

6.05 Promotions/Demotions

A. Promotions

It is the goal of the City to make all reasonable efforts to provide promotional opportunities for any employee properly qualified for the position available.

Vacancies in positions above the lowest rank will be filled as far as practicable by promotion. Promotions must include an increase in the scope of duties and responsibilities. Promotions will not be given merely for the purpose of effecting an increase in compensation.

When an employee is promoted, the employee's compensation level shall be as determined by the guidelines given in the Salary Ordinance. For all vacation, sick leave and holiday purposes, the employee retains their original anniversary date.

All promotions must be approved by the City Manager.

In accordance with the Personnel Appeals Board Rules and Regulations Rule IX. 3. All original and promotional appointments for classifications other than that of Police Officer shall have a probationary period of twelve (12) months.

When a position becomes vacant, an announcement is posted on the Citycity website and sent out via email.

Employees who have been promoted will be placed on probation in the new position. Employee promotions are based upon demonstrated capability to perform the essential functions of the position, quality and length of service of previous employment with the city.

When promoted an employee shall be compensated at rate outlined in the salary ordinance if they meet all job description requirements. The employee shall retain accrued service time and benefits.

B. Demotions

An employee may be demoted to a position of a lower grade if the City Manager deems such action appropriate. Reasons for demotion include, but are not limited to, situations where the employee does not possess the necessary qualifications to render satisfactory service in the higher-grade position, the employee fails to perform the job as required by the job description or the employee was promoted but failed to satisfactorily complete the probationary period.

All demotions must be approved by the City Manager.

6.06 Lateral Transfers

After successful completion of the probationary period, an employee may be transferred to the same or similar position within the department or in a different department without being subject to a probationary period if positions are available. An employee desiring to be transferred should submit a written request to the Department Head and the Human Resources Director. Transfers must be approved by the heads of all divisions or departments involved and the City Manager.

6.07 Training

It is the City's policy to encourage job training and educational opportunities for all employees.

Training may be conducted during and/or after regular working hours. Attendance by employees at training sessions conducted after regular working hours is voluntary unless an equal amount of compensatory time off or overtime pay is approved in advance of the training. Compensation for training and travel will be as per the City Manager's policy.

6.08 Safety

The City of Oxford believes that safe working conditions for each of its employees can best be provided by the use of safety equipment, proper job instruction, frequent review of safe work practices, and adequate supervision. The city furnishes certain protective clothing and equipment to City employees for their use where required.

~~Steel-toed Boots — The City will provide one pair of safety steel-toed boots annually to those classes of personnel so designated by the City Manager.~~

We will follow all applicable health and safety standards mandated by the Ohio Public Employment Risk Reduction Program (PERRP) and strive to eliminate hazards to prevent accidents, injuries, and work-related illnesses.

Employees are required to know and comply with the policies and procedures set forth in the Safety Manual .

Questions concerning safety should be directed to the employee's immediate supervisor. All employees, as a condition of employment, are required to follow all safety practices and procedures. The City expects each employee to cooperate fully in safety programs by developing safe working habits and reporting hazardous conditions.

6.09 Youth Protection Policy

Purpose: This policy is established to create a safe and nurturing environment for all children who may interact with employees of the city of Oxford and to protect them from the risk of sexual abuse. All employees, volunteers, and contractors are expected to adhere to the highest standards of conduct when interacting with minors. Any violation of this policy will result in immediate disciplinary action, up to and including termination, and may also result in legal action.

This policy applies to any staff who have interaction with youth as a part of their job duties.

A. Definitions

Child Sexual Abuse: Child sexual abuse refers to any sexual activity, whether physical or non-physical, between an adult and a minor, or between minors when one exerts power or authority over the other. This includes, but is not limited to, inappropriate touching, exploitation, coercion, exposure to sexual content, or any other actions intended to sexually gratify the abuser or expose the child to sexual situations. It is a serious offense that violates the trust and well-being of the child and is subject to legal and disciplinary actions.

Youth: A minor under age 18.

Policy Components:

No Inappropriate Touch: All forms of physical contact with youth must be appropriate. Inappropriate touching, including but not limited to hugging, kissing, or any form of physical affection that can be perceived as sexual in nature, is strictly prohibited. Physical contact should always be in response to the child's needs, not the adult's.

No Alone Time: Employees, volunteers, and contractors must avoid being alone with a youth in a private or secluded area. All interactions should take place in observable and interruptible environments where other adults are present or within view. If one-on-one interaction is necessary (e.g., for counseling), it should be conducted in a space that is visible to others or with another adult present.

No Favoritism: Favoritism towards any youth, including giving special treatment, gifts, or privileges, is prohibited. This includes singling out a youth for special attention or forming personal relationships outside of the professional context. All youth should be treated equally and fairly, without any bias or preferential treatment.

No Outside Contact: Employees, volunteers, and contractors must not have contact with youth outside of the organization's programs or activities. This includes but is not limited to socializing, communicating via phone, text, email, or social media, or meeting up outside of official activities. Any communication with a youth must be appropriate and related to the organization's activities.

No Inappropriate Language: The use of inappropriate, sexually suggestive, or offensive language when interacting with youth is strictly forbidden. All communication should be respectful, professional, and age-appropriate. This includes jokes, comments, or any language that could be construed as grooming behavior or creating an uncomfortable environment for the youth.

Reporting and Enforcement: All employees, volunteers, and contractors are mandated reporters and must immediately report any suspected or known instances of child sexual abuse to the appropriate authorities and the designated organizational representative. Failure to report, or attempting to cover up, any such instances will result in severe consequences, including termination and legal action.

The organization will provide regular training on recognizing, preventing, and reporting child sexual abuse to ensure that all staff members who interact with youth are well-informed and vigilant in maintaining a safe environment for children.

6.1009 Maintenance

Each employee is responsible for the condition of the equipment the employee uses on the job. Equipment that is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Questions or concerns regarding the proper use of equipment should be directed to the employee's immediate supervisor.

6.110 Use of City Property

City property is to be used only for official city business and must be used in accordance with all applicable rules, operating procedures, or directives. The City Manager may expressly authorize a non-official use of property that does not interfere with city operations, does not result in appreciable cost to the city, and is not inconsistent with the interests of the city or the public.

No employee may remove city property or the property of any other employee from city premises or work sites without proper authorization. Any employee who steals city property or the property of any other employee or who abuses, misuses, damages, or destroys city property will be subject to disciplinary action, up to and including discharge.

6.121 Identification Cards

Identification cards are issued to all regular employees. Employees should carry their identification cards when working as required by the various Department Heads. These cards are the property of the City and must be returned when the employee leaves the City's employment.

6.132 Use of City Vehicles

When an employee requires transportation to perform the employee's job duties, a suitable City vehicle may be made available if the employee's use of the vehicle has been approved, in advance, by the City Manager. An employee who uses the employee's private vehicle to conduct City business may be reimbursed for mileage expenses where the employee has obtained approval, in advance, to use a private vehicle for City business. City vehicles will be used by City employees for City business only.

Operator's Licenses

Each employee driver of the City shall, at all times, maintain a current valid operator's license. Any employee driver failing to maintain a current valid operator's license shall be prohibited from operating any motor vehicle while performing any duties on behalf of the City.

Any employee driver whose operator's license is suspended, revoked or otherwise invalid, is immediately prohibited from operating any vehicle while performing that person's duties on behalf of the City. Each employee driver shall immediately notify **his/her/their** immediate supervisor if **his/her/their** operator's license has been suspended, revoked or become invalid in

any way. Each employee driver is responsible for knowing the status of ~~his/her~~their operator's license.

~~In order to ensure compliance with the foregoing requirements, each employee driver shall provide to the City's designated representative, a copy of his/her~~their operator's license at hire and each year the license is renewed. It shall be the responsibility of the Human Resources Department to obtain and review a Bureau of Motor Vehicles operator's license abstract (past three years) for each applicant for employment for an employee driver position. It shall further be the responsibility of the Human Resources Department to obtain and review a Bureau of Motor Vehicles operator's license abstract (past three years) for all existing employee drivers at least ~~one time per calendar year~~every three calendar years. For employees who require a CDL license for their job duties with the City of Oxford, Human Resources will obtain an annual Bureau of Motor Vehicles operator's license abstract.

Each employee driver is required to operate motor vehicles in a safe and legal manner whether on- or off-duty with the City. This includes the use of seatbelts by all employee drivers and their passengers at all times required by law and compliance with any restrictions on the employee driver's operator's license. ~~Employees driving while on clock, whether in a city or personal vehicle shall operate cell phones in a hands free manner, unless they are a public safety staff member and using an electronic wireless communications devices in the course of the person's duties.~~

Commented [GR11]: ORC 4511.204 B2 permits public safety to operated electronic wireless communications devices in the course of the person's duties.

Potentially change this to a "due regard for safety" sentence as it relates to public safety.

Employee drivers shall not operate any motor vehicle while performing duties on behalf of the City while impaired due to alcohol, prescription or nonprescription drugs, or any other legal or illegal substance(s).

An employee driver involved in a motor vehicle accident while performing duties on behalf of the City shall cooperate in the filing of all law enforcement reports required by law and, in addition, shall immediately inform ~~his/her~~their supervisor and complete a full and accurate report on the form prescribed by the City. The employee driver may be sent for a drug/alcohol test after an accident is reported.

Any violation of the above policy, or if the City Manager determines the employee's driving record is found to be unsuitable to drive a City vehicle, progressive discipline action may be taken against the employee including, but not limited to, placement on restricted duty, suspension or termination.

6.143 Uniform/Special Clothing

Contract employees will receive a clothing allowance as provided in their contracts. Work clothing is furnished for certain employees in the Service Department and the Parks & Recreation Department. The City furnishes certain special clothing and equipment to City employees for their use where required.

6.154 Wellness Program

All employees are encouraged to participate in the Wellness Program which was initiated to assist and motivate employees towards a healthier lifestyle. For more information, contact the Human Resources Department.

6.165 Inclement Weather

Weather/Emergency Closing

In the event a weather emergency is declared and the City Manager closes City departments/divisions, employees will be compensated for the number of hours for which they were scheduled to work during the emergency period.

The City recognizes that on certain days it may be difficult or impossible to come into work, due to inclement weather. The City encourages employees to come into work on such occasions only if, in the employee's judgment, they are able to do so in a safe manner. However, if it is in the opinion of the City Manager such inclement weather conditions exist, the following specifies the guidelines for payment of wages on such days:

1. Scheduled employees who are able to come into work shall be paid their regular wage for actual time worked. Those employees concerned about weather conditions or who are not able to come to work are permitted to call in or leave early with the approval of their supervisor and shall have the option of receiving an excused day off without pay or using accrued sick, vacation, personal or comp time.
2. Employees who report to work and are sent home prior to the end of their regular shift will receive payment for the remaining portion of their shift.
3. Employees not scheduled to work because of prior approved vacation, sick leave or leave of absence, during a declared emergency or order to close, will be required to use the approved leave time.

6.176 Tobacco Use

Smoking or other use of any tobacco product is not permitted within City buildings or within twenty-five (25) feet of the building entrance, City vehicles or City equipment. Smoking breaks should be limited and must not interfere with an employee's work. E-Cigarettes are also not permitted to be used in any City building. Employees may not smoke, vape, or use chewing tobacco, while performing work duties, including while driving city vehicles.

6.187 Dress Code

All City employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is dress and appearance. All employees are representatives of the City and therefore dress and appearance should:- (1) present a professional or identifiable appearance for customers, suppliers, and the public; (2) promote a positive working environment; (3) limit distractions caused by inappropriate dress; and (4) ensure safety while working.

The City requires that an employee's clothing and overall appearance be clean, in good taste and repair, and present a favorable public image. All attire should be appropriately fitted. Where uniforms are required, they must be worn during working hours. The uniforms should be neat and clean when the employee arrives for work.

Casual Friday – the City Manager has authorized Friday to be casual day allowing jeans and casual shirts. Employees are still expected to present a neat appearance and are not permitted to wear items that are inconsistent with this policy.

The City reserves the right to stipulate dress and grooming, and to set standards which are in the best interest of the City. It is incumbent upon each Department Head and Supervisor to inform their employees of the City's dress code and to address any problems or concerns that arise.

6.198 Work Environment

It is the responsibility of all employees to keep work areas neat, clean and orderly. Piles of unused unnecessary materials and boxes are considered a safety hazard.

6.2019 Personal Calls, Visits and Business

The City expects the full attention of employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call, visit or personal business is made, it should be kept to a minimum and not disrupt co-workers.

6.210 Parking

Parking for personal cars is provided as a staff benefit, free of charge for City employees during their working hours. It is not transferable (i.e., it may not be used by spouses, kids, etc.), and it does not apply to parking outside of working hours or outside of designated zones. Long term parking is not permitted in front of any businesses in an employee's personal car while they are at work.

Commented [AD12]: Some of this language is from OPD. Lara Fening said Chief would work with the City on this language down the road, so we may need to run the finished section by them.

Parking locations:

Employees who work in the city municipal building are permitted to park at on-street parking areas in the 200 block of W. High St., and the 100 block of W. Walnut St. (no parking permitted east of the alley on north side of W. Walnut St.) the parking garage.

The Police, Fire, Recreation, Streets, Water, and Wastewater Departments have designated parking lots. Additionally, the Fire Department staff may utilize parking on Spring Street and Elm Street for their personal cars.

Police division employees' personal cars are permitted to park on Walnut St. and unmarked police vehicles should be parked on the east side of the zero block of S. Poplar St. There are some exceptions made to this due to parking availability.

Parking permits:

One (1) license plate belonging to a city employee's personal vehicle should be registered with the City of Oxford Division of Police parking unit. This information will be entered into enforcement software to verify employment status. One (1) physical parking hangtag will be issued which must be displayed on the rearview mirror of the vehicle when parked during work.

Employees are exempt from paying for parking during their work-related duties for the City of Oxford. Employees are expected to obey all city codified ordinances regarding parking to include paying for parking outside of work-related duties. Any and all parking citations received must be adjudicated within the normal parking appeal process.

If employees will be driving an alternate car, they must notify parking@cityofoxford.org of the dates on which they will be doing so. If an employee is working an off-site event, even as the event coordinator, they must inform parking@cityofoxford.org and create a pass for the event, which should be shared with parking staff at the event.

6.242 Travel

A. Purpose

This document sets forth the policy of the City of Oxford for the approval and reimbursement by the City of travel, subsistence, and related expenses, incurred by City employees while conducting City business. To qualify for reimbursement, such expenses must be reasonable and prudent under the circumstances and directly related to the conduct of City business. Unnecessary or excessive expenditures shall not be approved or reimbursed.

It shall be the responsibility of the Department Head and Finance Director to ensure that these policies are adhered to and to provide the forms and instructions necessary for their implementation. Exceptions to the rules set forth herein may be made only for unusual or extenuating circumstances upon the written directive of the City Manager. If the City Manager determines in writing that such exceptional expenses are reasonable and relate to a benefit or service to the City and that compliance with these rules was not feasible, reimbursement will be made.

B. Policy Overview

1. It is the city's policy to provide payment for the reasonable accommodation of travel required to conduct city business by city officials and employees.
2. An employee's itinerary shall be planned to eliminate unnecessary travel in the performance of work assignments.
3. Accommodations, such as transportation, lodging, and conference registration, shall normally be arranged in advance and billed directly to the city.
4. Airline travel shall be at the standard coach or comparable class. Lodging accommodations shall be at standard room, single occupancy rate. The governing rule shall be availability, economy, convenience, and propriety.

5. For overnight travel, one day of travel time will be allowed each way, regardless of the mode of transportation.

E.

C. Applicability

This section and the policies contained herein shall apply to all elected officials, members of boards and commissions, and city employees unless otherwise specifically exempted.

D. Authorization for Travel

1. All requests for travel or training less than \$1,000 in total costs shall be submitted to the Department Head for approval. Department Heads who travel will require City Manager approval.
2. All requests for travel or training that are over \$1,000 shall be submitted at least ten working days prior to the person's departure date and approved by the department head and the City Manager.
3. All travel requires staff to complete an advance travel form with anticipated costs, whether the costs are known or reasonably estimated. A post travel form with actual expenses and documented receipts is also required. The travel forms are signed by either the department head, city manager (or both), and then turned into the Finance Department.

E. Limitation on the Number of Attendees

1. For trainings over \$1,000, it shall be the city's policy that only one employee shall be designated to attend a specific conference or training program unless otherwise approved by the City Manager. If more than one person submits requests for travel to the same destination or for attendance at the same conference, the individual requests will be prioritized using all of the following criteria:
 - Available budget funds;
 - Benefit to the city derived from the person(s) attending;
 - The best-qualified person(s) to attend;
 - The number of conferences previously attended and anticipated to be attended in the given budget year by each person shall be considered.
2. Whenever it is feasible for two or more employees to travel on official business in one car, they shall do so.

F. Transportation

Transportation shall be arranged utilizing the lowest cost and logical use of staff time. A comparison of costs should be explored for distances further than 4 hours away between mileage costs (including extra staff time, parking and meals needed) and flights. The more affordable option and best use of staff time should be selected.

1. Air Travel

Commented [BM13]: The FLSA governs whether travel time is compensable and counts as "hours worked" for purposes of determining overtime. This blanket statement is not legally compliant in all circumstances. I am not sure this needs to be included in a written policy because it is so fact dependent, as long as the City knows when travel constitutes "hours worked." If travel constitutes hours worked it should count towards calculating hours worked for the workweek and over time if the employee works over 40 hours in the workweek. As a general rule, the FLSA does not consider travel as a passenger whether in a vehicle, plane, bus, or taxi, as "hours worked." However, travel is often "hours worked," whether done during normal working hours or not if the employee is the driver. This example would not apply to standard home to work travel which is not compensable. Please let me know if you have questions.

- a. Airline travel must be purchased using a city credit card. No personal cards may be used for airline tickets for work travel.
 - b. Airline travel shall be at the standard coach or comparable class
 - c. When making flight reservations, the employee is expected to book a ticket at the lowest price. Comparable quotes shall be obtained from travel websites or direct airline website review.
All flight reservations shall be made well in advance of a planned conference or seminar.
- Frequent Flyer Miles
- i. The City will not reimburse travelers for tickets acquired with personal frequent flyer certificates.

2. Personal Vehicle

- a. For local/short-distance travel, City vehicles shall be used whenever practical. When personal vehicles are authorized and used, reimbursement will be at a flat rate as prescribed by Internal Revenue Service regulations.
- b. To determine mileage, list the initial origin as City Hall, not an employee's home, unless it is a lesser distance.
- c. If personal vehicles are used for official travel to more distant locations, the City will reimburse the traveler at the mileage rate or the standard discount/coach airfare rate, whichever is less.
- d. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used for public business.
- e. Employees receiving vehicle allowances are not eligible for mileage reimbursement when traveling in Butler County or within a 50-mile radius of the City.
- f. Travelers who request and are authorized to travel relatively long distances by personal vehicle rather than commercial air transportation must take leave to accommodate the additional travel time required.
- g. In those instances where official travel is performed using their personal vehicle in conjunction with personal travel, the City will reimburse the traveler for the cost of a round-trip ticket at air coach rate to and from destination or for the calculated City mileage rate for the use of a personal vehicle to and from destination, whichever is less.
- b.h. If there is a restaurant where you are staying or within walking distance, you will not be reimbursed for mileage to and from a restaurant.

3. City Vehicle

- a. Employees are encouraged to use city vehicles for all business trips of less than twenty-four (24) hours duration within 300 miles.
- b. In the event that a city vehicle is available for use by an employee, then only out-of-pocket costs for fuel and parking will be reimbursed with receipt. When

possible, employees should sign out and utilize a city credit card for fuel and parking expenses.

G. Meals

1. The City follows the IRS guidance for commute areas to determine when per diem is to be utilized. The City of Oxford covers meal expenses for trips more than 50 miles away from the City Municipal Building, 15 S. College Ave. Oxford, OH 45056.

2. Meal Coverage

- a. The City of Oxford provides for travel meal expenses on a per diem basis as opposed to submission of actual itemized receipts in order to provide for greater efficiency and handling by the traveling employee and Finance Department personnel, as well as to provide appropriate safeguards for the use of public funds.
- b. Reimbursement for meals while traveling will be paid at the annual per diem rate set by the IRS. Before traveling, staff should consult the annual publication of the US General Services Administration (GSA) website for guidance on per diem meal rates per location. Limits listed by the GSA include gratuity (tip).
- c. Use the rates listed on the GSA website for breakfast, lunch, and dinner on a typical day. Do not use the percentage decreases for travel days. Instead, use our departure and return timelines as guidance for meals covered. This timeline is listed below.
- d. Exception: When a meal is scheduled as part of a meeting agenda and has a fixed price over which the employee has no choice, the "working meal" may exceed the GSA listed limit. This situation, being an exception, requires a receipt and an explanation attached to the travel form.
- e. The specific breakdown for meal reimbursement for the day of departure and return are as follows:
 - i. If you leave Oxford to go out of town before:
 1. 7:00 am include breakfast
 2. 11:00 am include lunch
 3. 7:00 pm include dinner
 4. After 7:00 pm no allowance
 - ii. If you return to Oxford from out of town before:
 1. 11:00 am breakfast only
 2. 5:00 pm lunch
 3. After 5:00 pm dinner

Allowance for meals shall not be authorized under any of the following conditions:

1. When an employee will not incur expenses for meals because they will be furnished or are not purchased in a commercial establishment.

2. Where meals, excluding continental breakfast, are included in the registration fee of a meeting, conference, or convention.

H. Lodging:

- i. Hotel/Motel accommodations are a reimbursable expense. When traveling alone, reimbursement will be for the lowest available single room rate.
- ii. The employee must provide an original, detailed, itemized hotel bill that reflects the bill as paid in full (zero balance due or a credit card receipt) in order to be reimbursed for lodging.
- iii. The employee is required to provide the hotel/motel with a copy of the City's tax-exempt form prior to check-in. Tax-exempt forms are available from the Finance Department.
- iv. When pre-conference literature offers a choice of lodging, with the exception of the conference hotel, the accommodations with the lowest rate shall be selected when sending in the registration. A hotel/motel receipt is required for all lodging claims unless there is prior approval from the City Manager.

II. Other Travel Expenses

- i. The City of Oxford does not allow for per diem incidental charges from the US General Services Administration listing.
- ii. This category includes all reasonable and necessary incidental expenses and includes, but is not limited to, the following:
- iii. Allowable Incidental Expenses:
 1. Educational materials required for a specific authorized meeting or conference. These supplies are and will remain the property of the City.
 2. Miscellaneous travel costs such as bus, taxi, parking, and the like are authorized by a listing of same as provided by the reimbursement form.
 3. Also allowed are:
 - a. Registration fees are required in connection with attendance at conventions, conferences, schools, and official meetings. All requests for registration at such functions must be accompanied by a complete published agenda of the event. If time does not allow pre-payment, such fees may be paid at the event, and a receipt and (if not already submitted) a published agenda turned in for reimbursement.

2. Non-allowable Expenses

- I. Certain travel expenses are considered personal and not essential to the transaction of official City business. Such non-reimbursable expenses include, but are not limited to:
 - i. Liquor.
 - ii. Personal entertainment and transportation.
 - iii. Theft, loss, or damage to personal property.
 - iv. Expenses of spouse, family, or other persons not authorized to receive reimbursement under this policy.
 - v. Barber or beauty parlor.
 - vi. Airline and other trip insurance.
 - vii. Personal toilet articles, postage, reading material, telephone calls.
 - viii. Movie rentals
- II. No reimbursement for lodging or meals shall be paid to an employee for extra time incurred if he/she travels to or from a destination for personal convenience in advance or following an official meeting or another work assignment.

Chapter VII—Separation from Employment

7.00 Termination

Upon separation, regular employees will receive payment for all earned wages as well as earned, but unused, compensatory, vacation or holiday time, subject to [the policies set forth in this handbook or any applicable collective bargaining agreement](#), and any deductions for any indebtedness to the City. [To the extent allowed by law, Failure to return equipment or uniforms may result in a deduction from a final paycheck.](#)

7.01 Resignation

An employee may resign by presenting a written resignation to ~~his/her~~^{their} department head. At least two weeks' notice should be given to resign in good standing unless, due to extenuating circumstances, the Department Head agrees to a shorter period.

Failure to report to work or call in for three (3) consecutive days will be deemed as a resignation of your employment.

7.02 Discharge

Except where immediate action is deemed necessary, oral or written notice of the charges supporting the recommendation for discharge will be given to the employee, and the employee will be afforded an opportunity to respond to the charges and to meet with the City Manager to discuss the proposed dismissal before it becomes effective. Nothing in this section alters, or should be construed to alter, your employment at-will relationship as defined in this Handbook.

7.03 Retirement

The City of Oxford participates in two retirement programs: -The Ohio Public Employees Retirement System (OPERS) and the Ohio Police and Fire Pension Fund (OP&F). Employees are enrolled in one of these programs based on their position with the City. Eligibility for retirement is in accordance with the requirements established by the respective retirement systems. This information is available by accessing the OPERS website www.opers.org or the OP&F website www.op-f.org. Employees who are eligible to participate in OPERS or in OP&F contribute to the respective retirement funds through payroll deductions. In addition, the City also makes contributions to the fund on behalf of each participating employee. Each participating employee receives an annual statement of their account from the respective System or Fund. Employees eligible for retirement, are urged to contact their particular retirement system as several retirement benefit payment plans are available to participating employees upon retirement. The plan selected, length of service, age at retirement and the amount contributed to the fund by the retiring employee, or on their behalf, will, determine the amount and duration of retirement benefit payments.

In the event a participating employee leaves the City's employ prior to retirement, the employee may be eligible to receive a refund of amounts contributed to the fund. Members interested in requesting a refund are required to apply online.

Commented [BM14]: Jessica, deductions from pay are always a tricky area. The FLSA allows a deduction for failure to return City property to non-exempt employees as long as the deduction does not reduce the employee's pay below minimum wage. The FLSA does not allow deductions to an exempt employee's pay to reimburse the employer for lost equipment or property, as this is considered a violation of the salary basis rule and could open the employee up to being reclassified as non-exempt and eligible for overtime. I simply added, "To the extent allowed by law..." However, if there is a concern improper deductions could be made as a result of the sentence, I would suggest removal.

7.04 Layoff

When it is necessary for one or more employees performing service in the same classification and department to be laid off due to economic consideration, lack of work, and elimination of positions due to reclassification or for any other reason, the order of layoff may be as follows:

- (1) Temporary employees;
- (2) Probationary employees (excludes promotional probation);
- (3) Regular part-time employees (based on seniority and performance evaluations);
- (4) Regular full-time employees (based on seniority and performance evaluations).

If there is a vacancy in another department and an employee facing potential layoff meets minimum job requirements for that vacancy and requests a transfer, the City Manager may approve a transfer in lieu of lay-off.

A Department Head, with the City Manager's approval and in agreement with the employee, may appoint a laid-off employee to a vacancy in an equivalent or lesser classification for which the employee is qualified.

Layoffs in the Police and Fire Division are governed by the terms of the collective bargaining agreements.

Chapter VIII—Miscellaneous

8.00 Records

Complete and up-to-date records on each employee are essential. It is important that each employee promptly notify the Human Resources Department whenever changes occur which involve the employee's:

- (1) Name
- (2) Marital Status
- (3) Change in Dependents
- (4) Address or Telephone Number
- (5) Income Tax Exemptions
- (6) Beneficiary for Retirement or Insurance Plan
- (7) Requested Payroll Deductions
- (8) Emergency Contact Information
- (9) Direct Deposit Information – paperwork required Friday before Payroll.
- (10) New employee – paperwork required Friday before payroll.
- (11) Dependent eligibility for medical coverage -(within 31 days for spousal change or within 60 days for birth/adoption of child)

Please contact the Human Resources Department for the necessary forms required to make any changes.

All requests regarding employee information are to be directed to the Human Resources Department in writing (this would include any payroll information).

Verification of employment and reference checks are to be directed to the Human Resources Department.

Personnel Files

Employee personnel files are the property of the City. Employees can request to review their file or request copies of performance evaluations and other documents by contacting the Human Resources Department.

Public Access to Personnel Files

Information contained in personnel files must be made available in response to public records requests in accordance with law.

8.01 Nepotism

Immediate family members of City employees may be hired by the City if qualified for the position involved. However, effective January 1, 2020, a full-time employee is not permitted to be hired into or transferred into the same City division or department as another full-time City employee who qualifies as an immediate family member. A part-time employee may work in the same division or department as an immediate family member, as long as the immediate family member is not the employee's direct supervisor. If an employee is promoted into a supervisory position over an immediate family member, the City reserves the right, where feasible, to transfer either employee to equivalent or similar positions, if available, in order to prevent the direct supervision of an employee by an immediate family member. Employees currently in the same City division or department as an immediate family member, whether full-time or part-time employees, are permitted to remain in their current divisions or departments, so long as the placement was made effective prior to January 1, 2020.

City officials and employees are prohibited from making decisions that will affect an immediate family member's employment, such as raises, promotions and performance evaluations.

City officials and employees are prohibited from hiring or using a public position to secure the hire of, an immediate family member. City officials and employees must completely remove themselves from participating in any way in the hiring process for any position in which the official or employee has an immediate family member competing for the job. The City official and employee must not participate in the process, even if the immediate family member lives in a different household.

Additionally, City officials and employees are prohibited from using their position to influence another person to hire an immediate family member.

For purposes of this provision, "immediate family member" includes spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse's grandparent or grandchild. Dependents, whether or not related by blood or legal relationship, are also included within the definition of immediate family member.

8.02 Conflicts of Interest

Conflicts of interest generally are defined as circumstances in which an employee's outside activities, interests or obligations conflict or are likely to create a conflict with the best interests of the City. Employees are expected to exercise good judgment and discretion in evaluating particular activities so as to avoid actual or apparent conflicts of interest.

In this regard, employees are reminded that the City Charter provides, in Section 10.03, as follows:

No member of the Council or any officer or employee of the City shall have any financial interest, direct or indirect, in any contract with or sale to the City of any materials, supplies or services, or any land or interest in land. A person who knowingly and willfully violates this section shall be guilty of malfeasance in office and upon conviction thereof

shall be removed from office. Any contract or agreement made in violation of this section shall be voidable at the election of the Council.

See for reference, Ohio Revised Code 102.03(D) and Ohio Revised Code 102.03(E). For clarification, contact the Human Resources Department for additional information on conflict of interest.

8.03 Gifts

Gift Acceptance Policy for Ohio Government Employees:

1. Purpose

The purpose of this policy is to establish clear guidelines regarding the acceptance of gifts by Ohio government employees to ensure compliance with the Ohio Ethics Law and maintain public trust in government operations.

2. Scope

This policy applies to all employees, elected officials, appointed officials, and other public servants within Ohio's state and local government agencies, boards, and commissions.

3. Policy Statement

Government employees in Ohio must adhere to ethical standards in all professional activities. This policy establishes a limit on the value of gifts that can be accepted to prevent any potential conflicts of interest or undue influence.

Definitions:

Gift: A gift includes any item, service, favor, gratuity, meal, entertainment, hospitality, or other things of value given to a government employee that is not otherwise paid for by the employee.

Prohibited Source: A person or entity that is regulated by, does business with, seeks to do business with, or is seeking action from the government agency where the employee works.

Gift Acceptance Guidelines:

General Prohibition on Gifts from Prohibited Sources: Employees are prohibited from soliciting or accepting any gifts of value from prohibited sources, including but not

limited to, vendors, contractors, lobbyists, or anyone doing business with or seeking to do business with the government.

Gift Value Limit: Employees may not accept any gift, directly or indirectly, from a prohibited source with a value exceeding \$25 in a single instance or \$75 in aggregate from any one source in a calendar year.

Employees are encouraged to decline gifts, even of nominal value, if there is a risk of perceived or actual conflict of interest.

Exceptions: The following items are generally not considered gifts under this policy and are permissible:

1. Promotional items of nominal value (e.g., pens, notepads, calendars) typically distributed to the general public.
2. Meals or refreshments provided at official events, meetings, or conferences where the employee is a speaker, participant, or guest, provided they are of reasonable value and open to all attendees.
3. Gifts of minimal value (e.g., plaques, certificates) given in recognition of public service or achievement.
- 1-4. Unsolicited gifts from personal friends, family members, or co-workers, provided the relationship is independent of the employee's official position.

Reporting Requirements: If an employee receives a gift exceeding the \$25 value limit or believes a gift may create an appearance of impropriety, they must report it to their supervisor or ethics compliance officer.

The supervisor or ethics compliance officer will determine whether the gift must be returned, donated to a charitable organization, or otherwise disposed of.

Guidelines for Invitations and Travel: Employees must exercise caution when accepting invitations for meals, travel, or lodging. These must be directly related to official duties and approved by the relevant authority.

Travel and lodging expenses paid by a third party must be reported and approved in advance, ensuring they comply with Ohio Ethics Law.

Compliance and Enforcement:

Training and Awareness: All government employees must receive periodic training on the Ohio Ethics Law, focusing on rules related to gifts and conflicts of interest.

Monitoring and Accountability: Supervisors are responsible for monitoring compliance with this policy. Employees are encouraged to seek advice when in doubt about the acceptability of a gift.

Violations of this policy may result in disciplinary action, including suspension, termination, and potential civil or criminal penalties, as provided under Ohio law.

Whistleblower Protection: Employees who report violations of this policy in good faith shall be protected from retaliation. A whistleblower mechanism shall be established to allow confidential reporting of unethical conduct.

8.04 Workplace Solicitation

City resources may not be used to solicit members of the public or City employees for any purpose. No employee may solicit for any cause during working time. Notwithstanding the foregoing, an employee may obtain, from the City Manager, permission to solicit for charitable causes.

8.05 Re-Employment and Prior Experience Credit

A new employee who within the last ten (10) years worked for the State of Ohio, an agency of the State of Ohio or an Ohio public employer shall, upon employment with the City of Oxford, be allowed to transfer accumulated and unused sick hours to the City of Oxford.

A new employee with prior experience in the public sector, may provide documentation and receive public service credit for the computation of vacation time. With a written request, the City Manager may review documented prior experience in the nonprofit and private sector and may decide to adjust vacation accrual rates. who within the last ten (10) years worked for the State of Ohio, an agency of the State of Ohio or an Ohio public employer shall, upon employment with the City of Oxford, be given credit for the Ohio public service for computation of vacation time.

Commented [BM15]: Jessica, if this is to be a practice where the CM will review and consider a service credit for prior experience in the nonprofit and private sectors, I would suggest having some sort of established, objective guidelines or a formula to follow (to avoid disparate treatment claims). For example x number of years = x amount of credit. It can be a range, but the more objective and less discretion the better.

A former employee who is re-employed within ten (10) years shall be given credit for prior years of service to the City of Oxford, and shall be treated as a new employee for the purpose of determining the transferability of accumulated and unused sick leave from another Ohio public employer, and for the computation of vacation time.

A former employee who is re-employed within ten (10) years shall be given credit for prior years of service to the City of Oxford for the purpose of calculating longevity pay. A new employee will not be given credit for years of service to another employer.

Under certain circumstances, a regular employee who leaves the City's employ to serve in the armed services may be eligible for reinstatement to the position and seniority the employee would have had if the previous employment had not been interrupted.

8.06 Death of Employee

A. Wages

Upon the death of an employee, benefits due (earned wages, accrued vacation, personal time, comp time and sick leave, as well as any other funds due the employee) will be made payable to the employee's estate in accordance with federal, state, and local laws.

B. Life Insurance

The beneficiary designated on the employee's life insurance record will be paid the applicable life insurance amount in force at the time of death. Formal documents set forth the eligibility, participation, coverage, benefits, limitations, exclusions, and other requirements and provisions which govern any applicable insurance policy or retirement plan. You must refer to these formal documents to locate the actual provisions that govern each policy. You may not rely on this handbook or any other representations.

IT Policies:

See appendix *for IT policies.*

Use of Artificial Intelligence Policy:

Purpose

This policy outlines the ethical principles and guidelines for the use, development, and deployment of Artificial Intelligence (AI) by employees. It aims to ensure that AI technologies are used responsibly, transparently, and in a manner that upholds public trust, equity, and human rights.

Scope

This policy applies to all employees.

Procedures:

1. AI systems may be used to create content to aid employees in their work and improve efficiencies.
2. AI systems should be used in ways that promote fairness and avoid biases. This includes actively identifying and mitigating any biases in data sets or algorithms that could lead to discriminatory outcomes. AI should be used to enhance equity and should not reinforce existing inequalities.
3. When using AI the employee should comply with relevant privacy laws and regulations. Employees should avoid sharing personal identity information in AI systems.
4. Employees must ensure that there is always a human review of AI generated content before it is used and/or released.
5. Employees must report any ethical concerns, potential biases, or unintended consequences associated with AI systems to the HR department.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry, Zachary Moore
DATE PREPARED:	10/28/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Approving The Final Subdivision Application And Plat For South Farm Section IV Residential Subdivision Of 6.8 Acres With Conditions (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

Proposal Summary:

The request at hand pertains to an anticipated *second* phase of the South Farm neighborhood, which has since 2020 been referred to as “South Farm Section IV” due to three plats associated with the South Farm neighborhood having been recorded in the past. J.A. Development LLC is represented by Adam and Joe Cristo, who are executives for Cristo Homes, a regional homebuilder. Cristo Homes is interested in developing 25 single-family homes on 6.8 acres immediately west of the existing South Farm phase, and has retained Bayer Becker (c/o John Bayer, PE) to help design plans for the subdivision.

A previous partnership between homebuilder John Boyle and South Farm Development LLC, c/o Michael Shea, had also retained Bayer Becker to develop plans for the same 6.8-acre site. This “original” development proposal for South Farm Section IV initially began review in 2019. While over the coming years the team was eventually successful in securing all necessary planning & zoning approvals to proceed, ultimately the project did not move forward to execution. The previous developers still own a series of parcels in the area, which together comprise land that would have been devoted to their future development. Cristo Homes is now interested in purchasing this land to develop a single-family community with an identical level of density and substantially similar layout. Although a planning

approval of this nature cannot mandate a specific builder, it does appear Cristo intends on also serving as the homebuilder for this development.

The Oxford Subdivision Regulations specify that Council has the authority to approve such applications without a recommendation from the Planning Commission. In addition to Council needing to approve the final plat, this situation is unique in that it is also necessary for Council to formally vacate/dissolve existing right-of-way associated with a prior “ghost” subdivision from 2007 (South Farm Section II), which ultimately never developed following its original recording in 1994. Therefore, two Ordinances (one for existing right-of-way vacation, and one for the new plat) are being brought forward for consideration.

Background:

Below is a history of approvals pertaining to the original South Farm Section IV project which was proposed by John Boyle & Michael Shea (South Farm Development LLC):

Preliminary Subdivision – approved by Council on 9/17/2019, expired 9/17/2022
Preliminary Planned Development (PD) – approved by Council on 9/17/2019
Construction Drawings – reviewed and approved administratively as of 7/30/2020
Final Subdivision – approved by Council on 5/5/2020, expired 5/5/2021
Final Planned Development (PD) – approved by Council on 5/5/2020
Final Subdivision (resubmittal following expiration of first) – approved by Council on 11/16/2021
Final Subdivision Extension Request – approved by Council on 11/1/2022; project considered expired as of 5/16/2023

Below is a history of approvals pertaining to the newest South Farm Section IV project requested by Joe Cristo (J.A. Development LLC):

Preliminary Subdivision – approved by Council on 8/20/2024 by Ord. No. 3773
Preliminary & Final Planned Development – approved by Council on 8/20/2024 by Ord. No. 3773
Construction Drawings – reviewed and approved administratively as of 9/18/2024

Discussion and Recommendation:

City staff has reviewed the proposed Record Plat instrument and believes it satisfies all prior design-related approval conditions inherent to previous Council approvals. Additional steps will still need to be satisfied administratively prior to the signing of the plat instrument by City officials, including: (1) approval of infrastructure bond estimates by the Service Department; (2) posting of bonds or other acceptable form of financial security for public improvements; and (3) Law Director review of HOA documents.

In keeping with Section 203 of the Oxford Subdivision Regulations, staff recommends the subject application be approved subject to the following conditions:

1. The Final Subdivision shall be valid for 1 year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this 1 year time period.

2. As necessary, the applicant shall update and/or re-file Construction Drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee construction of the improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

ORDINANCE NO.

AN ORDINANCE APPROVING THE FINAL SUBDIVISION APPLICATION AND PLAT FOR SOUTH FARM SECTION IV RESIDENTIAL SUBDIVISION OF 6.8 ACRES WITH CONDITIONS.

WHEREAS, in accordance with Oxford Codified Ordinance Section 1101.203, the City of Oxford's Community Development Department received the Final Subdivision Application and Final Plat for South Farm Section IV ("Exhibit B") on October 7, 2024 consisting of 6.813 acres; and

WHEREAS, the Community Development Director has reviewed the Final Plat, the approved Preliminary Plat and the preliminary approval Ordinance No. 3773 adopted August 20, 2024; and

WHEREAS, the Community Development Director finds that the Final Plat meets the requirements of Oxford Codified Ordinance Section 1101.203 and further finds the Final Plat substantially corresponds to the approved Preliminary Plat; and

WHEREAS, the City Manager and the Community Development Director recommend Council approve the Final Subdivision Application and Plat attached hereto as "Exhibit B" for South Farm Section IV with the following conditions:

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

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Community Development Director and further approves the Final Subdivision Application and Plat for South Farm Section IV consisting of 6.813 acres with the conditions set forth above.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

PREPARED BY: PLANNING STAFF

INTRODUCED BY: WILLIAM SNAVELY

CHECKED BY: LAW



FINAL SUBDIVISION APPLICATION

Please print legibly. To apply, email completed form and plans in PDF format to commdev@cityofoxford.org

BOX 1 | APPLICATION DETAILS

Property Address/Location	West end of Roberts Drive		
Subdivision Name	South Farm Section IV		
Total Site Acreage	6.813	Proposed Number of Lots/Parcels	28

BOX 2 | APPLICANT INFORMATION

Is the applicant also the current property owner?	
☐ Yes (You may skip Box 3) ☒ No (Do not skip Box 3, and include a Letter of Agency with your submittal)	
Applicant Name	Joe Cristo
Applicant Company Name	JA Development, LLC
Mailing Address	7594 Tyler's Place Boulevard, West Chester, Ohio 45069
Email Address	jcristo@cristohomes.com
Telephone Number	513-755-0570

BOX 3 | PROPERTY OWNER INFORMATION ☐ Check if same as Applicant

Property Owner Name	Mike Shea	John Boyle IV
Property Owner Company Name	South Farm Development LLC	Boyle John L IV et al
Mailing Address	3225 Indian Creek Rd, Oxford, OH 45056-9244	3225 Indian Creek Rd, Oxford, OH 45056-9244
Email Address	msfarm3225@yahoo.com	jnbcustomhomes@gmail.com
Telephone Number	513-260-2234	513-892-8749

BOX 4 | ENGINEER/SURVEYOR INFORMATION ☐ Check if same as Applicant

Architect/Engineer Name	John A. Bayer
Company Name	Bayer Becker
Mailing Address	110 South College Avenue, Oxford, Ohio 45056
Email Address	johnbayer@bayerbecker.com
Telephone Number	513-466-8084

BOX 5 | ATTACHMENT CHECKLIST ☐ Submit all contents in PDF format. No printed copies are necessary.

☒ Cover Letter providing a written description of the request
☒ Proposed Record Plat including all pertinent details as required by Attachment E of the Oxford Subdivision Regulations – more information on Page 3. (A printed mylar will later need to be submitted in order to obtain signatures from City officials, following Council approval and prior to recording with Butler County.)
Note: Upon checking an application for completeness, staff may require additional information and/or materials above and beyond the items listed above in order to perform a complete evaluation for compliance with relevant Code provisions. You are welcome to contact Community Development at 513-524-5204 ahead of submission to determine whether additional items may be required.

BOX 6 | APPLICANT SIGNATURE

<i>As the owner or owner's agent, I hereby agree all information contained in this application is true, accurate, and complete to the best of my knowledge. I acknowledge the application will first be checked by City staff for consistency with departmental requirements prior to determining a first meeting date with the Oxford City Council.</i>		
Applicant Name (Print) Joe Cristo		
Applicant Signature	Joseph A. Cristo Digitally signed by Joseph A. Cristo Date: 2024.10.01 12:41:43 -04'00'	Date 5/22/2024

Processing Fee

The appropriate processing fee amount will be determined during a completeness check by Community Development staff. It may take 1-2 business days for a completeness check to be performed. The applicant will receive a digital copy of a processing fee invoice via email once it is ready. Fees may be paid in-person by check or credit card at the Finance Department window on the first floor of the Oxford Municipal Building, 15 S College Avenue, Oxford OH 45056. For credit card payments, the City accepts Visa, MasterCard, or Discover, and such payments may also be taken over the phone by calling our Finance Department Utilities line at 513-524-5221, Option 1.

Record Plat Requirements For source text, see Oxford Subdivision Regulations [Attachment E](#)

Record Plat shall show the following: (Cover Sheet showing whole subdivision layout with specific Phase delineated for recording. Second sheet should show specifics required.)

- A. Name of Subdivision and Vol./Bk. ____ Pg. ____ for plat.
- B. The seal, registry number and signature of the registered surveyor and professional engineer who prepared the plat.
- C. North arrow, scale and date.
- D. Boundary lines, size and tract of whole site and each individual lot in square feet and acres along with the linear measurement thereof.
- E. The names and boundaries of all adjoining subdivisions and the names of recorded owners of adjoining parcels including parcel and lot numbers, including Deed Bk. & Pg. numbers within 200 feet of the site.
- F. Locations, dimensions, widths and names of existing streets, alleys, lots, railroads, right-of-ways, easements, and parks.
- G. Location, dimensions, widths and names of proposed streets and alleys.
- H. The radii, arcs, lengths, points of tangency and central angles for all curvilinear streets and the radii and lengths for rounded corners.
- I. All new utility easements shall be shown. Water lines, gas lines, electric lines, telephone lines, sanitary sewer and detention/retention.
- J. The location of all survey monuments and benchmarks together with their descriptions. There shall be a minimum of four permanent markers in each subdivision section located at or near the outer corner.
- K. The zoning district in which the site is located and statement certifying that the subdivision satisfies all applicable requirements of the zoning district governing the use of the land at the time of approval.
- L. Building setback lines and dimensions.
- M. Lot numbers secured from the County Auditor.
- N. Restrictions and covenants included in the deeds to the lots of the subdivision (HOA Documents). Reference to such instrument shall be made on the plat as well as a Bk. ____ Pg. ____ reference to fill-in.
- O. Reference City Ordinance No.'s from Preliminary Subdivision, and any Planned Development, approvals.
- P. Acknowledgment by the owner or owners of the plat restrictions including dedication of public streets, parks, alleys and granting required easements (Requires notarized signatures).
- Q. Approval and acceptance clause for the signatures of City Representatives.

See also the **Standard Record Plat** in Oxford Subdivision Regulations [Attachment H](#). Snapshots below:

[illegible]

DEDICATION STATEMENT:

THE CITY OF OXFORD, BY ORDER OF ORDINANCE _____, VACATED RIGHT-OF-WAY AND EASEMENTS ASSOCIATED WITH ROBERTS DRIVE AND HOOVER DRIVE AS WERE PREVIOUSLY DEDICATED BY OFFICIAL RECORD 7959, PAGE 1551, REPLAT FOR SOUTH FARM SECTION 2 & 3A.

THEREAFTER, THE UNDERSIGNED, BEING THE OWNERS OF PART OF LOT #3695 OF THE CITY OF OXFORD AS RECORDED IN OFFICIAL RECORD 9458, PAGE 214 AND LOTS #3696 THRU #3708 & HOOVER DRIVE, OF THE REPLAT FOR SOUTH FARM, SECTION 2 & 3A AS RECORDED IN OFFICIAL RECORD 7969, PAGE 1551 OF THE BUTLER COUNTY, OHIO RECORDERS OFFICE AND LOCATED IN SECTION 3A, TOWN 5, RANGE 1, CONGRESS LANDS WEST OF THE MIAMI RIVER, THE CITY OF OXFORD, BUTLER COUNTY, OHIO, DO HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS SOUTH FARM, SECTION 4 AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARE THE SAME TO BE FREE AND UNENCUMBERED.

THE TITLE WAS ACQUIRED BY: OFFICIAL RECORD _____, PAGE _____

OWNER: J.A. DEVELOPMENT, LLC

SIGNATURE: _____

PRINTED NAME & TITLE: _____

STATE OF: _____

COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2024, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME J.A. DEVELOPMENT, LLC, AS REPRESENTED BY _____

WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LIEHOLDERS: LARKSPUR HOLDINGS, LLC

SIGNATURE: _____

PRINTED NAME & TITLE: _____

STATE OF: _____

COUNTY OF: _____

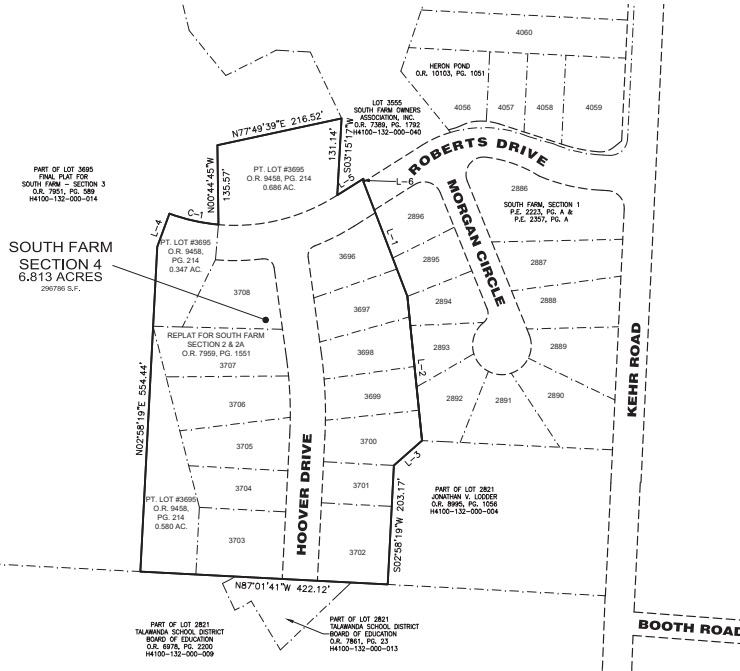
BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2024, BEFORE THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME LARKSPUR HOLDINGS, LLC, AS REPRESENTED BY _____

WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

SOUTH FARM, SECTION 4
BEING A REPLAT OF PART OF LOT #3695
AS RECORDED IN OFFICIAL RECORD 9458, PAGE 214
AND BEING A REPLAT OF LOTS #3696 THRU #3708
OF SOUTH FARM, SECTION 2 & 3A
AS RECORDED IN OFFICIAL RECORD 7959, PAGE 1551
SECTION 34, TOWN 5, RANGE 1
CONGRESS LANDS WEST OF THE MIAMI RIVER
CITY OF OXFORD, BUTLER COUNTY, OHIO



CITY OF OXFORD NOTES

THE CITY OF OXFORD DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT AND IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, IN ACCORDANCE WITH THE STANDARD AND SPECIFICATIONS OF THE CITY ENGINEER, WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE DIRECTION OF THE WATER FLOW, THE MAINTENANCE OF THE DETENTION AREAS IS THE RESPONSIBILITY OF THE OWNER OF THE LAND ON WHICH THEY ARE LOCATED.

THE CITY OF OXFORD ALSO WILL NOT BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVES, FIRE HYDRANTS, METER PITS, ETC. AS A RESULT OF GRADE CHANGES. THE GRANTOR SHALL BE RESPONSIBLE FOR THE PROPER ADJUSTMENT OF MANHOLES, VALVES, FIRE HYDRANTS, METER PITS, ETC. TO THE SATISFACTION OF THE CITY OF OXFORD, DUE TO GRADE CHANGES, PAVING, REPAVING, ETC. INITIATED BY THE GRANTOR.

ALL EASEMENTS SHALL BE KEPT CLEAR OF DECKS, POOLS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE UTILITIES. EAVES MAY ENCRoACH NO MORE THAN 18" INTO ANY EASEMENT.

ALL STREETS IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER. STREET NAME SIGNS ERECTED, AND DRAINAGE STRUCTURES CONSTRUCTED AS PER APPROVED PLANS ON FILE IN THE CITY ENGINEER'S OFFICE. ALL STREETS SHALL BE CONSTRUCTED WITHIN FIVE YEARS FROM THE DATE THE PLAT IS APPROVED BY THE CITY COUNCIL, AND SHALL BE MAINTAINED AND KEPT IN REPAIR FOR A PERIOD OF ONE YEAR FROM THE DATE THE CONSTRUCTED STREETS ARE APPROVED AND ACCEPTED BY THE CITY ENGINEER.

EASEMENTS SHOWN ON THIS PLAT ARE FOR THE EXCLUSIVE USE OF THE CITY OF OXFORD FOR THE CONSTRUCTION, OPERATION, REPAIR OR REPLACEMENT OF STORM SEWER, MANHOLES, CATCH BASINS, CONCRETE CHANNELS, HEADWALLS, DITCHES OR OTHER STORM WATER FACILITIES UNLESS SPECIFIC PERMISSION IS GRANTED TO AN OUTSIDE AGENCY OR UTILITIES. EASEMENTS ARE ALSO TO PROVIDE INGRESS AND EGRESS FOR SAID PURPOSE.

THESE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, FENCES, DOCKS, POOLS, PAVING, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE. EAVES MAY ENCRoACH NO MORE THAN 18 INCHES INTO ANY EASEMENT.

TYPICAL THREE (3) FOOT PRIVATE DRAINAGE EASEMENT PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

HIGH WATER TABLES ARE APPARENT IN THIS AREA. IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTIONS TO INSURE THE BASEMENT STAYS DRY.

WATER & SEWER:

IT IS UNDERSTOOD THAT THE CITY OF OXFORD WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR FEET (4') OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST BUILDING LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF FREE OVERFLOW (NON-SEALED COVER) UPSTREAM OF ANY TREATMENT FACILITY OR WASTEWATER PUMPING FACILITY THAT RECEIVES THE DISCHARGE FROM SAID BUILDING. SAID MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS-BUILT" PLANS FOR THE DEVELOPMENT WHICH WILL BE KEPT ON FILE IN THE OFFICE OF THE CITY ENGINEER.

PRIVATE DRIVEWAYS, PARKING LOTS, EARTHEN BERMS AND OTHER PAVED AREAS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

THE CITY ENGINEER DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY SEWER MAIN OR WATER MAIN.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF, AND ARE PERPETUALLY DEDICATED TO THE CITY OF OXFORD.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED AS TO PROVIDE GRAVITY FLOW TO THE SANITARY SEWER MAIN.

TRANSFER OF LOTS:

ANY LOT TRANSFERRED SHALL HAVE A MINIMUM WIDTH AND AREA SUBSTANTIALLY THE SAME AS SHOWN ON THE ACCOMPANYING PLAT AND ONLY ONE PRINCIPAL BUILDING WILL BE PERMITTED ON ANY SUCH LOT.

ANY FUTURE SPLITTING OF ANY LOT THAT RESULTS IN AN ADDITIONAL BUILDING SITE BEING CREATED SHALL BE BY REPLAT ONLY.

OWNER
J.A. DEVELOPMENT, LLC
7594 TYLER'S PLACE BOULEVARD
WEST CHESTER, OHIO 45069

ENGINEER / SURVEYOR

BAYER BOCKER
110 SOUTH COLLEGE AVENUE, SUITE 101
OXFORD, OHIO 45056
(513) 523-4270

SHEET INDEX

- 1) TITLE SHEET
- 2) PLAT

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	15°17'30"	322.00'	85.94'	57°72'43"E 85.68'

LINE TABLE		
Line	Direction	Distance
L-1	S20°55'13"E	208.72'
L-2	S05°49'43"E	247.00'
L-3	S48°37'33"W	64.01'
L-4	N20°14'10"E	60.00'
L-5	N57°47'03"E	52.69'
L-6	S03°36'43"E	5.70'

CITY OF OXFORD

CLERK OF COUNCIL _____

MAYOR _____

COMMUNITY DEVELOPMENT DIRECTOR _____

CITY ENGINEER _____

BUTLER COUNTY AUDITOR

ENTERED FOR TRANSFER _____ A.D. 2024.

TRANSFERRED _____ A.D. 2024.

AUDITOR, BUTLER COUNTY, OHIO _____

BUTLER COUNTY RECORDER

FILED FOR RECORD _____ AT _____

RECORDED _____ PAGES _____

OFFICIAL RECORD _____ PAGES _____

RECORDER, BUTLER COUNTY, OHIO _____

FILE _____ FEE _____

UTILITY EASEMENTS:

EASEMENTS ON SAID PLAT, DESIGNATED AS "UTILITY EASEMENTS" ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, AND OTHER PURPOSES FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE AND UNDERGROUND STORM WATER DRAINS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS, AND ALSO THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS, AND TO CUT, TRIM OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATE ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO 1) REDUCE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR 4) CREATE A HAZARD.

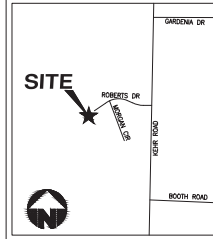
THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO BUTLER RURAL ELECTRIC, CINCINNATI BELL, GLENWOOD ENERGY, AND CHARTER COMMUNICATIONS.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION AND FOR ANY OTHER PUBLIC OR QUASI PUBLIC UTILITY OR FUNCTION, CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

SURVEYORS CERTIFICATION

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR "SOUTH FARM, SECTION 4". MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT AND THAT THE CITY OF OXFORD SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

JEFFREY O. LAMBERT, P.S.
PROFESSIONAL SURVEYOR #7568
IN THE STATE OF OHIO



VICINITY MAP
(NOT TO SCALE)

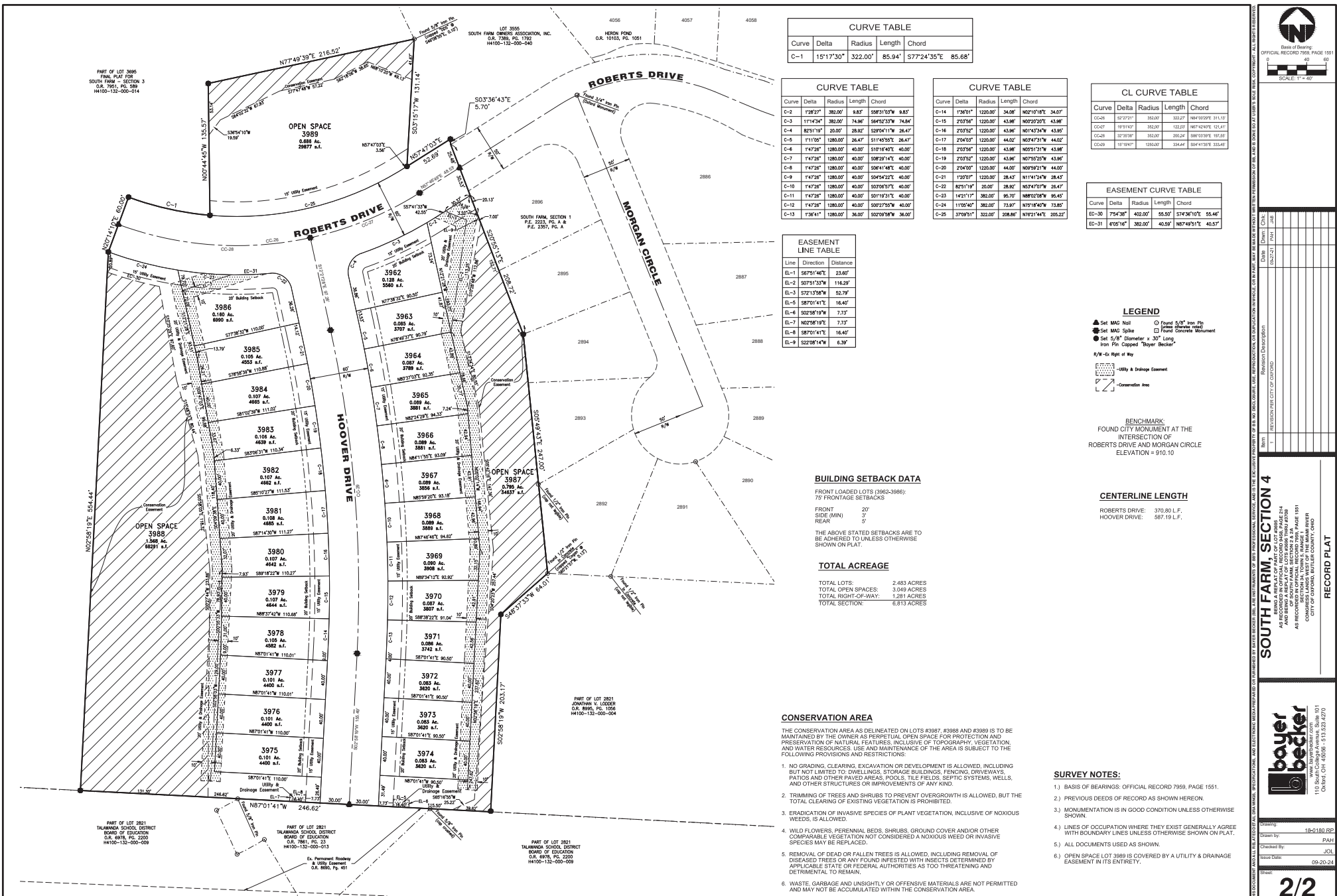
RECORD PLAT

SOUTH FARM, SECTION 4

BEING A REPLAT OF PART OF LOT #3695
AS RECORDED IN OFFICIAL RECORD 9458, PAGE 214
AND BEING A REPLAT OF LOTS #3696 THRU #3708
AS RECORDED IN OFFICIAL RECORD 7959, PAGE 1551
CONGRESS LANDS WEST OF THE MIAMI RIVER
CITY OF OXFORD, BUTLER COUNTY, OHIO

bayer bocker
www.bayerbocker.com
110 South College Avenue, Suite 101
Oxford, OH 45056 - 513.523.4270

Drawing: 15-0180 RP TITLE
Checked by: PAH
Issue Date: JOL
09-30-2024
Sheet: 1/2



CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	15°17'30"	322.00'	85.94'	577°24'35"E 85.68'

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-2	17°32'30"	382.00'	9.85'	585°15'55"E 9.85'
C-3	17°14'34"	382.00'	74.86'	564°52'33"W 74.86'
C-4	82°51'48"	20.00'	28.82'	529°04'11"W 26.47'
C-5	11°15'06"	1280.00'	26.47'	517°45'55"E 26.47'
C-6	147°28'	1280.00'	40.00'	510°18'40"E 40.00'
C-7	147°28'	1280.00'	40.00'	508°29'14"E 40.00'
C-8	147°28'	1280.00'	40.00'	506°41'48"E 40.00'
C-9	147°28'	1280.00'	40.00'	504°54'22"E 40.00'
C-10	147°28'	1280.00'	40.00'	502°56'57"E 40.00'
C-11	147°28'	1280.00'	40.00'	501°18'24"E 40.00'
C-12	147°28'	1280.00'	40.00'	500°7'59"W 40.00'
C-13	136°41'	1280.00'	36.00'	502°09'58"W 36.00'

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-14	17°30'11"	1220.00'	34.06'	502°10'18"E 34.06'
C-15	25°33'56"	1220.00'	43.96'	502°22'20"E 43.96'
C-16	25°33'56"	1220.00'	43.96'	501°43'34"W 43.96'
C-17	25°40'03"	1220.00'	44.02'	501°43'34"W 44.02'
C-18	25°33'56"	1220.00'	43.96'	501°51'31"W 43.96'
C-19	25°33'56"	1220.00'	43.96'	501°55'25"W 43.96'
C-20	25°40'03"	1220.00'	44.02'	501°59'51"W 44.02'
C-21	72°00'10"	1220.00'	26.43'	511°41'34"W 26.43'
C-22	82°51'48"	20.00'	28.82'	514°47'01"W 26.47'
C-23	142°17'17"	382.00'	95.70'	508°02'58"W 95.45'
C-24	11°05'40"	382.00'	73.97'	507°18'40"W 73.80'
C-25	37°09'51"	322.00'	208.86'	516°21'44"E 205.32'

CL CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CL-06	92°27'51"	352.00'	122.27'	584°50'05"E 121.13'
CL-07	19°14'50"	352.00'	122.27'	587°42'05"E 121.41'
CL-08	92°28'09"	352.00'	122.24'	588°53'05"E 121.28'
CL-09	19°14'47"	352.00'	122.24'	584°47'05"E 121.48'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-30	75°43'38"	402.00'	55.50'	574°36'10"E 55.46'
EC-31	67°05'16"	382.00'	40.59'	587°49'51"E 40.57'

EASEMENT LINE TABLE		
Line	Direction	Distance
EL-1	S87°51'40"E	15.40'
EL-2	S07°51'30"W	114.20'
EL-3	S72°13'08"W	52.70'
EL-4	S87°01'41"E	16.40'
EL-5	S02°58'19"W	7.32'
EL-6	S02°58'19"W	7.32'
EL-7	N02°58'19"E	7.32'
EL-8	S87°01'41"E	16.40'
EL-9	S22°08'14"W	6.39'

BUILDING SETBACK DATA

FRONT LOADED LOTS (3962-3986):	
75' FRONTAGE SETBACKS	
FRONT	20'
SIDE (MIN)	3'
REAR	0'

THE ABOVE STATED SETBACKS ARE TO BE ADHERED TO UNLESS OTHERWISE SHOWN ON PLAN.

TOTAL ACREAGE

TOTAL LOTS:	2,483 ACRES
TOTAL OPEN SPACES:	3,045 ACRES
TOTAL RIGHT-OF-WAY:	1,281 ACRES
TOTAL SECTION:	6,813 ACRES

CONSERVATION AREA

THE CONSERVATION AREA AS DELINEATED ON LOTS 3987, 3988 AND 3989 IS TO BE MAINTAINED BY THE OWNER AS PERPETUAL OPEN SPACE FOR PROTECTION AND PRESERVATION OF NATURAL FEATURES, INCLUDING TOPOGRAPHY, VEGETATION, AND WATER RESOURCES. USE AND MAINTENANCE OF THE AREA IS SUBJECT TO THE FOLLOWING PROVISIONS AND RESTRICTIONS:

- NO GRADING, CLEARING, EXCAVATION OR DEVELOPMENT IS ALLOWED, INCLUDING BUT NOT LIMITED TO: DWELLINGS, STORAGE BUILDINGS, FENCING, DRIVEWAYS, PATIOS AND OTHER PAVED AREAS, POOLS, TULE FIELDS, SEPTIC SYSTEMS, WELLS, AND OTHER STRUCTURES OR IMPROVEMENTS OF ANY KIND.
- TRIMMING OF TREES AND SHRUBS TO PREVENT OVERGROWTH IS ALLOWED, BUT THE TOTAL CLEARING OF EXISTING VEGETATION IS PROHIBITED.
- ERADICATION OF INVASIVE SPECIES OF PLANT VEGETATION, INCLUSIVE OF NOXIOUS WEEDS, IS ALLOWED.
- WILD FLOWERS, PERENNIAL BEDS, SHRUBS, GROUND COVER AND/OR OTHER COMPARABLE VEGETATION NOT CONSIDERED A NOXIOUS WEED OR INVASIVE SPECIES MAY BE REPLACED.
- REMOVAL OF DEAD OR FALLEN TREES IS ALLOWED, INCLUDING REMOVAL OF DISEASED TREES OR ANY FUND INFESTED WITH INSECTS DETERMINED BY APPLICABLE STATE OR FEDERAL AUTHORITIES AS TOO THREATENING AND DETRIMENTAL TO MAN.
- WASTE, GARBAGE AND UNSIGHTLY OR OFFENSIVE MATERIALS ARE NOT PERMITTED AND MAY NOT BE ACCUMULATED WITHIN THE CONSERVATION AREA.

SURVEY NOTES:

- 1) BASIS OF BEARINGS: OFFICIAL RECORD 7959, PAGE 1551.
- 2) PREVIOUS DEEDS OF RECORD AS SHOWN HEREON.
- 3) MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
- 4) LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAN.
- 5) ALL DOCUMENTS USED AS SHOWN.
- 6) OPEN SPACE LOT 3989 IS COVERED BY A UTILITY & DRAINAGE EASEMENT IN ITS ENTIRETY.

Scale: 1" = 40'

South Farm, Section 4

110 South College Avenue, Suite 101
Culver, OH 45828 • 419.225.3270

www.bauerbecker.com

Drawing: 19-0150 RP

Drawn by: PAH

Checked by: JOL

Issue Date: 09-20-24

Sheet: 2/2

LETTER OF AGENCY

To Whom It May Concern:

Please be advised that

JA Development, LLC

(Applicant Name)

has permission to represent our interest with the City of Oxford regarding
Final Subdivision Application

(Application Description)

located at

the west end of Roberts Drive

(Property Address/Location)

Thank you,

John Boyle

(Property Owner Printed Name – must be a person)

Boyle John L IV et al

(Property Owner Company Name – if applicable)

_____
(Property Owner Signature – must correspond to printed name above)

10/5/24
(Date)

LETTER OF AGENCY

To Whom It May Concern:

Please be advised that

JA Development, LLC


(Applicant Name)

has permission to represent our interest with the City of Oxford regarding

Final Subdivision Application

(Application Description)

located at

the west end of Roberts Drive

(Property Address/Location)

Thank you,

Mike Shea

(Property Owner Printed Name – must be a person)

South Farm Development LLC

(Property Owner Company Name – if applicable)


(Property Owner Signature – must correspond to printed name above)

10/2/29
(Date)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	Community Development
PREPARED BY:	Sam Perry, Zachary Moore
DATE PREPARED:	10/28/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Vacating Right-Of-Way Associated With Roberts Drive And Hoover Drive, And Extinguishing Easements, As Were Previously Established By (Official Record) O.R. 7959 Pg 1551, Replat For South Farm Section 2 & 2a. (Sam Perry, Community Development Director)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	SP DRE

DISCUSSION:

Same Staff Report as prior item, Final Subdivision Plat

Proposal Summary:

The request at hand pertains to an anticipated *second* phase of the South Farm neighborhood, which has since 2020 been referred to as “South Farm Section *IV*” due to three plats associated with the South Farm neighborhood having been recorded in the past. J.A. Development LLC is represented by Adam and Joe Cristo, who are executives for Cristo Homes, a regional homebuilder. Cristo Homes is interested in developing 25 single-family homes on 6.8 acres immediately west of the existing South Farm phase, and has retained Bayer Becker (c/o John Bayer, PE) to help design plans for the subdivision.

A previous partnership between homebuilder John Boyle and South Farm Development LLC, c/o Michael Shea, had also retained Bayer Becker to develop plans for the same 6.8-acre site. This “original” development proposal for South Farm Section IV initially began review in 2019. While over the coming years the team was eventually successful in securing all necessary planning & zoning approvals to proceed, ultimately the project did not move forward to execution. The previous developers still own a series of parcels in the area, which together comprise land that would have been devoted to their future

development. Cristo Homes is now interested in purchasing this land to develop a single-family community with an identical level of density and substantially similar layout. Although a planning approval of this nature cannot mandate a specific builder, it does appear Cristo intends on also serving as the homebuilder for this development.

The Oxford Subdivision Regulations specify that Council has the authority to approve such applications without a recommendation from the Planning Commission. In addition to Council needing to approve the final plat, this situation is unique in that it is also necessary for Council to formally vacate/dissolve existing right-of-way associated with a prior “ghost” subdivision (South Farm Section II), which ultimately never developed following its original recording in 1994. Therefore, two Ordinances (one for existing right-of-way vacation, and one for the new plat) are being brought forward for consideration.

Background:

Below is a history of approvals pertaining to the original South Farm Section IV project which was proposed by John Boyle & Michael Shea (South Farm Development LLC):

- Preliminary Subdivision – approved by Council on 9/17/2019, expired 9/17/2022
- Preliminary Planned Development (PD) – approved by Council on 9/17/2019
- Construction Drawings – reviewed and approved administratively as of 7/30/2020
- Final Subdivision – approved by Council on 5/5/2020, expired 5/5/2021
- Final Planned Development (PD) – approved by Council on 5/5/2020
- Final Subdivision (resubmittal following expiration of first) – approved by Council on 11/16/2021
- Final Subdivision Extension Request – approved by Council on 11/1/2022; project considered expired as of 5/16/2023

Below is a history of approvals pertaining to the newest South Farm Section IV project requested by Joe Cristo (J.A. Development LLC):

- Preliminary Subdivision – approved by Council on 8/20/2024 by Ord. No. 3773
- Preliminary & Final Planned Development – approved by Council on 8/20/2024 by Ord. No. 3773
- Construction Drawings – reviewed and approved administratively as of 9/18/2024

Discussion and Recommendation:

City staff has reviewed the proposed Record Plat instrument and believes it satisfies all prior design-related approval conditions inherent to previous Council approvals. Additional steps will still need to be satisfied administratively prior to the signing of the plat instrument by City officials, including: (1) approval of infrastructure bond estimates by the Service Department; (2) posting of bonds or other acceptable form of financial security for public improvements; and (3) Law Director review of HOA documents.

1. In keeping with Section 203 of the Oxford Subdivision Regulations, staff recommends the subject application be approved subject to the following conditions:
 1. The Final Subdivision shall be valid for 1 year from the City Council ordinance date. All recordings shall be completed and construction of the infrastructure improvements started within this 1 year time period.

2. As necessary, the applicant shall update and/or re-file Construction Drawings along with any necessary cost estimates for approval by applicable City departments.
3. The applicant shall file with the City a suitable form of financial security in order to guarantee construction of the improvements. The Record Plat shall not be released to the subdivider for recording until such financial security is accepted by the City.

ORDINANCE NO.

AN ORDINANCE VACATING RIGHT-OF-WAY ASSOCIATED WITH ROBERTS DRIVE AND HOOVER DRIVE, AND EXTINGUISHING EASEMENTS, AS WERE PREVIOUSLY ESTABLISHED BY (OFFICIAL RECORD) O.R. 7959 PG 1551, REPLAT FOR SOUTH FARM SECTION 2 & 2A.

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

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

WHEREAS, Lots 3696-3708 as depicted on O.R. 7959 Pg. 1551 are each presently owned by one of two owners: John L. Boyle IV et al. and South Farm Development LLC; and

WHEREAS, John L. Boyle IV et al. and South Farm Development LLC have both signed letters of agency to authorize the re-subdivision of property to proceed under a new development entity, J.A. Development LLC; and

WHEREAS, J.A. Development LLC received approvals for a Preliminary & Final Planned Development and a Preliminary Subdivision from the Oxford City Council by Ordinance No. 3773 on August 20, 2024; and

WHEREAS, J.A. Development LLC submitted a Final Subdivision application to the City of Oxford on October 7, 2024; and

WHEREAS, the proposed Final Subdivision comprises 25 buildable lots for single-family homes plus 3 lots devoted to open space, and includes a slight shift in position to Hoover Drive.

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

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

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

SECTION 3: Council also hereby orders that all easements previously established within the replat boundary conveyed on “Exhibit A,” inclusive of access, drainage and utility easements, be extinguished.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

PREPARED BY: PLANNING STAFF

INTRODUCED BY: WILLIAM SNAVELY

CHECKED BY: LAW



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Amending Section 183.03 Of The Oxford Codified Ordinances And Changing The Disposition Of The Convention Tax Receipts. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:

We have limited dedicated funds for economic development. With the new requirement of an annual financial commitment from Miami University for economic development as part of our MOU, and our own Council's goal of a thriving year-round economy, we need to find funding to grow our economy and create new jobs in our community.

It is our recommendation to modify the tax distributed to Enjoy Oxford from an automatic 100% of the convention tax to, instead, at least 50% as required by ORC 5739.08 (B). This will allow the Finance Director to budget more accurately for how much will be dispersed to Enjoy Oxford each year. The budgeted amount for 2025 is \$303,680. Thereafter, it is recommended that Enjoy Oxford be granted a 4% increase each year as long as that amount does not fall below the state-mandated 50% of the convention tax.

Any overage of tax receipts beyond the budgeted amount going to Enjoy Oxford will be placed in an Economic Development Fund. This fund may be used for Economic Development activities, including business support, site acquisition, site preparation, and placemaking activities (such as public restroom maintenance/cleaning, art, events, etc).

Enjoy Oxford continues to be a valuable partner to the City of Oxford and supports visitors through their

website, visitors guide, and community calendar. They also support community events that engage both visitors and the general public. We are not aiming to cut Enjoy Oxford's funding; instead, we plan to stabilize their annual funding with a planned increase each year.

The excess funds above the annual amount dispersed to Enjoy Oxford will allow the city to meet our obligations to the MOU signed with Miami University regarding our annual economic development investment.

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 183.03 OF THE OXFORD CODIFIED ORDINANCES AND CHANGING THE DISPOSITION OF THE CONVENTION TAX RECEIPTS.

WHEREAS, the Ohio Revised Code Section 5739.08 (B) allows a municipal corporations to levy a 3% lodging convention tax of which 50% shall be deposited in a separate fund for a Convention and Visitors Bureau; and

WHEREAS, the City Manager and Finance Director recommend the Oxford Codified Ordinance Section 183.03 be amended to reflect a change to the disposition of the convention tax receipts.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oxford, Ohio:

Section 1: Section 183.03 of the Oxford Codified Ordinance of the City of Oxford is here by amended as follows:

183.03 DISPOSITION OF CONVENTION TAX FUNDS.

(a) Calculation of Disposition of Funds:

- (1) The Finance Director shall prepare a yearly estimate, used in the preparation of the annual budget, of three percent (3%) convention tax funds to be received by the City pursuant to Oxford Codified Ordinance Section [183.02](#).
- ~~(2) The City shall distribute one hundred percent (100%) of the convention tax funds received in a calendar year to Enjoy Oxford.~~

(2) The City shall distribute at least 50% of the convention tax funds received in a calendar year to the Oxford Visitors Bureau dba Enjoy Oxford.

- (b) Council may authorize the City Manager to enter into a written contract, on behalf of the City, with one or more convention and visitors' bureaus operating within Butler County, Ohio, that provides for the City's contribution of funds to such bureaus subject to the conditions contained within the contract.
- (c) All interest earned on the convention tax funds collected pursuant to Section [183.02](#) shall be retained by the City and deposited in the general fund.
- (d) Notwithstanding any other provision of this section, the City shall fully comply with the minimum State of Ohio convention tax requirements.

SECTION 2: The Assistant City Manager and the Finance Director recommend Oxford Codified Ordinance Section 183.03 and changing the disposition of the convention tax receipts.

SECTION 3: Council accepts the recommendation of the Assistant City Manager and the Finance Director and hereby amends Oxford Codified Ordinance and changing the disposition of the convention tax receipts.

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

MAYOR

ADOPTED:
ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)

An Ordinance Amending Section 183.03 Of The Oxford Codified Ordinances and changing the disposition of the convention tax receipts.

Whereas, the Ohio Revised Code Section 5739.08 (B) allows a municipal corporations to levy a 3% lodging convention tax of which 50% shall be deposited in a separate fund for a Convention and Visitors Bureau; and

Whereas, the City Manager and Finance Director recommend the Oxford Codified Ordinance Section 183.03 be amended to reflect a change to the disposition of the convention tax receipts.

The Council of the City of Oxford, Ohio hereby ordains that:

Section 1: Section 183.03 of the Oxford Codified Ordinance of the City of Oxford is here by amended as follows

183.03 DISPOSITION OF CONVENTION TAX FUNDS.

(a) Calculation of Disposition of Funds:

(1) The Finance Director shall prepare a yearly estimate, used in the preparation of the annual budget, of three percent (3%) convention tax funds to be received by the City pursuant to Oxford Codified Ordinance Section [183.02](#).

~~—(2) The City shall distribute one hundred percent (100%) of the convention tax funds received in a calendar year to Enjoy Oxford.~~

(2) The City shall distribute at least 50% of the convention tax funds received in a calendar year to the Oxford Visitors Bureau dba Enjoy Oxford.

(b) Council may authorize the City Manager to enter into a written contract, on behalf of the City, with one or more convention and visitors' bureaus operating within Butler County, Ohio, that provides for the City's contribution of funds to such bureaus subject to the conditions contained within the contract.

(c) All interest earned on the convention tax funds collected pursuant to Section [183.02](#) shall be retained by the City and deposited in the general fund.

(d) Notwithstanding any other provision of this section, the City shall fully comply with the minimum State of Ohio convention tax requirements.



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

The Appropriation Ordinance reflects the information presented to Council at its October 17th work session. Two changes have been made since the presentation. One was to allow for an advance to the Capital Improvement Fund from the General Fund to fund the EV Charging stations in anticipation of the reimbursement from OKI (\$905,489). The second was to transfer additional property tax levy money to fund the next phase of the OATS trail (\$1,445,000 from \$1,110,000).

Items we discussed at the work session will be reviewed in 2025 with possible adjustments to the budget.

ORDINANCE NO.

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF OXFORD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025.

WHEREAS, appropriations are needed for the fiscal year ending December 31, 2025 and monies will be available for appropriation in those funds.

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

SECTION 1: To provide for the current expenses and expenditures of the City of Oxford during the fiscal year ending December 31, 2025, the following sums be and they are hereby set aside and appropriated as follows:

GENERAL FUND 110

SECURITY OF PERSONS & PROPERTY	
Personnel Services	6,308,654
Other Services & Charges	<u>1,178,835</u>
Total Appropriations	7,487,489
 PUBLIC HEALTH AND WELFARE	
Personnel Services	92,625
Other Services & Charges	<u>203,074</u>
Total Appropriations	295,699
 LEISURE TIME ACTIVITIES	
Personnel Services	1,553,471
Other Services & Charges	<u>644,525</u>
Total Appropriations	2,197,996
 COMMUNITY ENVIRONMENT	
Personnel Services	896,378
Other Services & Charges	<u>308,686</u>
Total Appropriations	1,205,064
 GENERAL GOVERNMENT	
Personnel Services	1,241,697
Other Services & Charges	<u>1,439,677</u>
Total Appropriations	2,681,374
 TRANSFERS TO OTHER FUNDS	
Other Services & Charges	<u>1,770,399</u>
Total Appropriations	1,770,399
 ADVANCES TO OTHER FUNDS	
Other Services & Charges	<u>6,160,489</u>
Total Appropriations	6,160,489
 TOTAL GENERAL FUND APPROPRIATIONS	21,798,509

SPECIAL REVENUE FUNDS

STREET FUND 122	
Personnel Services	966,228
Other Services & Charges	<u>279,193</u>
Total Appropriations	1,245,421

STATE HIGHWAY IMPROVEMENT FUND 123	
Other Services & Charges	<u>20,200</u>
Total Appropriations	20,200
COMMUNITY DEVELOPMENT BLOCK GRANT FUND 126	
Other Services & Charges	<u>185,000</u>
Total Appropriations	185,000
COMMUNITY DEVELOPMENT BLOCK GRANT LOAN FUND 128	
Other Services & Charges	<u>160,000</u>
Total Appropriations	160,000
PARKING FUND 130	
Personnel Services	452,745
Other Services & Charges	242,722
Transfer to Other Funds	<u>201,713</u>
Total Appropriations	897,180
AFFORDABLE HOUSING TRUST FUND 212	
Other Services & Charges	<u>23,200</u>
Total Appropriations	23,200
LAW ENFORCEMENT TRUST FUND 410	
Other Services & Charges	<u>8,400</u>
Total Appropriations	8,400
ENFORCEMENT & EDUCATION FUND 412	
Other Services & Charges	<u>37,000</u>
Total Appropriations	37,000
FIRE/EMS FUND 418	
Personnel Services	3,552,083
Other Services & Charges	<u>1,011,290</u>
Total Appropriations	4,563,373
OVI TASK FORCE FUND 419	
Personnel Services	59,866
Other Services & Charges	190,134
Advance to Other Funds	<u>250,000</u>
Total Appropriations	500,000
SOUTHPOINTE TIF DISTRICT 1 FUND 420	
Transfers to Other Funds	<u>270,291</u>
Total Appropriations	270,291
SOUTHPOINTE TIF DISTRICT 2 FUND 421	
Transfers to Other Funds	<u>6,868</u>
Total Appropriations	6,868
SOUTHPOINTE TIF DISTRICT 3 FUND 422	
Transfers to Other Funds	<u>10,306</u>
Total Appropriations	10,306
SOUTHPOINTE TIF DISTRICT 4 FUND 423	
Transfers to Other Funds	<u>10,281</u>
Total Appropriations	10,281

SOUTHPOINTE TIF DISTRICT 5 FUND 424	
Transfers to Other Funds	<u>10,229</u>
Total Appropriations	10,229
OXFORD AREA TRAIL PROPERTY TAX FUND 425	
Other Services & Charges	15,000
Transfers to Other Funds	<u>1,445,000</u>
Total Appropriations	1,460,000
SMALL BUSINESS LOAN FUND 427	
Other Services & Charges	<u>5,000</u>
Total Appropriations	5,000
TOTAL SPECIAL REVENUE FUNDS APPROPRIATIONS	9,412,749
<u>DEBT SERVICE FUNDS</u>	
AQUATIC CENTER IMPROVEMENT DEBT SERVICE FUND 150	
Other Services & Charges	<u>307,050</u>
Total Appropriations	307,050
SOUTHPOINTE TIF IMPROVEMENT DEBT SERVICE FUND 151	
Other Services & Charges	<u>307,975</u>
Total Appropriations	307,975
TOTAL DEBT SERVICE FUND APPROPRIATIONS	615,025
<u>CAPITAL IMPROVEMENT FUNDS</u>	
CAPITAL EQUIPMENT FUND 140	
Other Services & Charges	<u>435,095</u>
Total Appropriations	435,095
CAPITAL IMPROVEMENT FUND 141	
Other Services & Charges	<u>4,125,478</u>
Total Appropriations	4,125,478
PARKING IMPROVEMENT FUND 142	
Other Services & Charges	<u>15,000</u>
Total Appropriations	15,000
MUNICIPAL FACILITIES CAPITAL IMPROVEMENT FUND 143	
Other Services & Charges	<u>70,000</u>
Total Appropriations	70,000
OAT CAPITAL IMPROVEMENT FUND 144	
Personnel Services	38,889
Other Services & Charges	6,638,071
Advance to Other Funds	<u>4,800,000</u>
Total Appropriations	11,476,960
SPECIAL ASSESSMENT FUND 417	
Other Services & Charges	200,000
Advance to Other Funds	<u>200,000</u>
Total Appropriations	400,000
TOTAL CAPITAL IMPROVEMENT FUND APPROPRIATIONS	16,522,533

ENTERPRISE FUNDS

WATER (OPERATING) FUND 321	
Personnel Services	1,858,301
Other Services & Charges	806,000
Transfers to Other Funds	<u>361,268</u>
Total Appropriations	3,025,569
WATER IMPROVEMENT FUND 322	
Other Services & Charges	<u>19,562,000</u>
Total Appropriations	19,562,000
WATER CAPITAL EQUIPMENT FUND 320	
Other Services & Charges	<u>86,867</u>
Total Appropriations	86,867
WASTEWATER (OPERATING) FUND 331	
Personnel Services	2,154,212
Other Services & Charges	956,660
Transfers to Other Funds	<u>133,542</u>
Total Appropriations	3,244,414
WASTEWATER IMPROVEMENT FUND 332	
Other Services & Charges	<u>6,612,000</u>
Total Appropriations	6,612,000
WASTEWATER CAPITAL EQUIPMENT FUND 330	
Other Services & Charges	<u>91,556</u>
Total Appropriations	91,556
STORM WATER FUND 351	
Other Services & Charges	<u>30,000</u>
Total Appropriations	30,000
SOLID WASTE (OPERATING) FUND 341	
Personnel Services	272,121
Other Services & Charges	2,123,473
Transfer to Other Funds	<u>33,542</u>
Total Appropriations	2,429,136
LANDFILL POST-CLOSURE INVESTMENT FUND 353	
Other Services & Charges	1,200
Transfers to Other Funds	<u>100,000</u>
Total Appropriations	101,200
TOTAL ENTERPRISE FUNDS APPROPRIATIONS	35,182,742

INTERNAL SERVICE FUNDS

EMPLOYEE BENEFITS FUND 230	
Other Services & Charges	2,755,615
Advance to Other Funds	<u>5,000</u>
Total Appropriations	2,760,615
INTERNAL SERVICE FUND 370	
Other Services & Charges	<u>319,914</u>
Total Appropriations	319,914

TOTAL INTERNAL SERVICE FUNDS APPROPRIATIONS 3,080,529

FIDUCIARY FUNDS

HOTEL & CONVENTION TAX FUND 120	
Other Services & Charges	303,680
Transfer to Other Funds	<u>26,320</u>
TOTAL APPROPRIATIONS	330,000
BOARD OF BUILDING STANDARDS FUND 414	
Other Services & Charges	<u>3,750</u>
Total Appropriations	3,750
TOTAL FIDUCIARY FUNDS APPROPRIATIONS	333,750

TOTAL 2024 BUDGET APPROPRIATIONS 86,945,838

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

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: BILL SNAVELY

PREPARED BY: STAFF



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Outlining Budgeted Advances For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Description of Budgeted Advances for the 2025 Budget

Budgeted advances are used to allow specific funds money to spend prior to receiving reimbursement from other sources. These amounts are then returned to the advancing fund prior to year-end.

Advance from GENERAL FUND 110 to OXFORD AREA TRAIL CAPITAL IMPROVEMENT FUND 144

- Funds to be reimbursed from OKI, ODNR and OAT Property Taxes

Advance from GENERAL FUND 110 to EMPLOYEE BENEFIT FUND 230

- Funds to be reimbursed from employees' contribution for flexible spending program

Advance from GENERAL FUND 110 to SPECIAL ASSESSMENT FUND 417

- Sidewalk, curb & gutter repairs associated with repaving program

Advance from GENERAL FUND 110 to OVI TASK FORCE FUND 419

- Federal funds received pursuant to the OVI Task Force Grant for OVI Task Force activities

Advance from GENERAL FUND 110 to CAPITAL IMPROVEMENT FUND 141

- OKI reimbursement for EV Charging stations

ORDINANCE NO.

AN ORDINANCE OUTLINING BUDGETED ADVANCES FOR THE CITY OF OXFORD, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025.

WHEREAS, appropriations are needed for the fiscal year ending December 31, 2025 and monies will be available for appropriation in those funds.

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

SECTION 1: The following advances are to be executed for the City of Oxford during the fiscal year ending December 31, 2025, as follows:

Advance from:

General Fund 110	905,849.00
Capital Improvement Fund 141	905,849.00
General Fund 110	4,800,000.00
Oxford Area Trail Capital Improvement Fund 144	4,800,000.00
General Fund 110	5,000.00
Employee Benefit Fund 230	5,000.00
General Fund 110	200,000.00
Special Assessment Fund 417	200,000.00
General Fund 110	250,000.00
OVI Task Force Fund 419	250,000.00

Advance to:

Capital Improvement Fund 141	905,849.00
General Fund 110	905,849.00
Oxford Area Trail Capital Improvement Fund 144	4,800,000.00
General Fund 110	4,800,000.00
Employee Benefit Fund 230	5,000.00
General Fund 110	5,000.00
Special Assessment Fund 417	200,000.00
General Fund 110	200,000.00
OVI Task Force Fund 419	250,000.00
General Fund 110	250,000.00

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: STAFF



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Description of Budgeted Transfers for the 2025 Budget

Budgeted transfers include operating support; capital transfers; debt service payments; and this year to assist with the addition of 3 new full time Firefighters.

Transfer from GENERAL FUND 110 to STREET FUND
122

Transfer from GENERAL FUND 110 to CAPITAL EQUIPMENT FUND 140

Transfer from GENERAL FUND 110 CAPITAL IMPROVEMENT FUND
141

Transfer from GENERAL FUND 110 to AQUATIC CENTER DEBT SERVICE FUND
150

Transfer from GENERAL FUND 110 to STORM WATER FUND
351

Transfer from GENERAL FUND 110 to SPECIAL ASSESSMENT FUND
417

Transfer from GENERAL FUND 110 to FIRE/EMS FUND 418

Transfer from GENERAL FUND 110 to SMALL BUSINESS LOAN FUND
427

Transfer from PARKING FUND 130 to GENERAL FUND 110

Transfer from PARKING FUND 130 to STREET FUND 122

Transfer from PARKING FUND 130 to CAPITAL IMPROVEMENT FUND 141

Transfer from PARKING FUND 130 to PARKING IMPROVEMENT FUND
142

Transfer from SOUTHPOINTE TIF DISTRICT 1 FUND 420 to SOUTHPOINTE TIF DEBT SERVICE
FUND 151

Transfer from SOUTHPOINTE TIF DISTRICT 2 FUND 421 to SOUTHPOINTE TIF DEBT SERVICE
FUND 151

Transfer from SOUTHPOINTE TIF DISTRICT 3 FUND 422 to SOUTHPOINTE TIF DEBT SERVICE
FUND 151

Transfer from SOUTHPOINTE TIF DISTRICT 4 FUND 423 to SOUTHPOINTE TIF DEBT SERVICE
FUND 151

Transfer from SOUTHPOINTE TIF DISTRICT 5 FUND 424 to SOUTHPOINTE TIF DEBT SERVICE
FUND 151

Transfer from OXFORD AREA TRAIL PROPERTY TAX FUND 425 to OXFORD AREA TRAIL
CAP. IMPROVEMENT FUND 144

Transfer from WATER FUND 321 to GENERAL FUND
110

Transfer from WATER FUND 321 to WATER CAPITAL EQUIPMENT FUND
320

Transfer from WATER FUND 321 to WATER CAPITAL IMPROVEMENT FUND
322

Transfer from WASTEWATER FUND 331 to GENERAL FUND
110

Transfer from WASTEWATER FUND 331 to WASTEWATER CAPITAL EQUIPMENT FUND
330

Transfer from REFUSE FUND 341 to GENERAL FUND 110

Transfer from LANDFILL POST CLOSURE INVESTMENT FUND 353 to SOLID WAST FUND 341

ORDINANCE NO.

An Ordinance Outlining Budgeted Transfers For The City Of Oxford, State Of Ohio, During The Fiscal Year Ending December 31, 2025.

WHEREAS, appropriations are needed for the fiscal year ending December 31, 2025 and monies will be available for appropriation in those funds.

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

SECTION 1: The following transfers are to be executed for the City of Oxford during the fiscal year ending December 31, 2025, as follows:

Transfer from:

General Fund 110	647,723.00
General Fund 110	100,000.00
General Fund 110	230,626.00
General Fund 110	307,050.00
General Fund 110	30,000.00
General Fund 110	50,000.00
General Fund 110	400,000.00
General Fund 110	5,000.00
Parking Fund 130	40,963.00
Parking Fund 130	35,750.00
Parking Fund 130	110,000.00
Parking Fund 130	15,000.00
Southpointe TIF District 1 Fund 420	270,291.00
Southpointe TIF District 2 Fund 421	6,868.00
Southpointe TIF District 3 Fund 422	10,306.00
Southpointe TIF District 4 Fund 423	10,281.00
Southpointe TIF District 5 Fund 424	10,229.00
Oxford Area Trail Property Tax Fund 425	1,445,000.00
Water Fund 321	43,542.00
Water Fund 321	86,900.00
Water Fund 321	230,826.00
Wastewater Fund 331	43,542.00
Wastewater Fund 331	90,000.00
Refuse Fund 341	33,542.00
Landfill Post Closure Investment Fund 353	100,000.00

Transfer to:

Street Fund 122	647,723.00
Capital Equipment Fund 140	100,000.00
Capital Improvement Fund 141	230,626.00
Aquatic Center Debt Service Fund 150	307,050.00
Storm Water Fund 351	30,000.00
Special Assessment Fund 417	50,000.00
Fire/EMS Fund 418	400,000.00
Small Business Loan Fund 427	5,000.00

General Fund 110	40,963.00
Street Fund 122	35,750.00
Capital Improvement Fund 141	110,000.00
Parking Improvement Fund 142	15,000.00
Southpointe TIF Debt Service Fund 151	270,291.00
Southpointe TIF Debt Service Fund 151	6,868.00
Southpointe TIF Debt Service Fund 151	10,306.00
Southpointe TIF Debt Service Fund 151	10,281.00
Southpointe TIF Debt Service Fund 151	10,229.00
Oxford Area Trail Capital Improvement Fund 144	1,445,000.00
General Fund 110	43,542.00
Water Capital Equipment Fund 320	86,900.00
Water Capital Improvement Fund 322	230,826.00
General Fund 110	43,542.00
Wastewater Capital Equipment Fund 330	90,000.00
General Fund 110	33,542.00
Refuse Fund 341	100,000.00

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

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: STAFF



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Heidi Ridenour
DATE PREPARED:	10/29/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance To Adopt Fees And Charges For The Fiscal Year 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Fiscal Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Additions, changes, or deletions in the ordinance are shown as follows:

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

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

ORDINANCE NO.

AN ORDINANCE TO ADOPT FEES AND CHARGES FOR THE FISCAL YEAR 2025.

WHEREAS, the City Manager and the Finance Director recommend City Council adopt fees for 2025, as itemized below.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Finance Director and authorizes the adoption of the fees as contained herein. Additionally, the Council authorizes the City Manager to implement changes to existing fees or add new fees as deemed appropriate.

A. RECREATION DEPARTMENT (Residents living or working in the City of Oxford)

	<u>\$ Amount</u>		<u>\$ Amount</u>
	<u>Residents</u>		<u>Non-residents</u>
<u>1) YEARLY MEMBERSHIP FEES - TRI COMMUNITY CENTER</u>			
(INCLUDES OPEN GYM AND WEIGHT ROOMS - for eligible ages)			
Child (Ages 0-9)	FREE	FREE	
Youth (Ages 10-17)	10.00	12.00	11.00 14.00
Adult (Ages 18+)	20.00	25.00	22.00 28.00
<u>2) PRESCHOOL (per month)*effective 6/1/2025</u>			
Mon-Fri All Day	635.00	650.00	699.00 715.00
<u>3) SUMMER CAMP PROGRAM</u>			
Weekly	160.00		176.00
each additional child in family	140.00		154.00
Pre-school camps (1/2 Day)	70.00		77.00
Pre-school camps (Full Day)	130.00	140.00	143.00 154.00
<u>4) YOUTH SPORTS LEAGUES</u>			
Basketball			
Instructional League, Grade K	70.00	75.00	77.00 83.00
Competitive League, Grade 1-2	90.00	95.00	99.00 105.00
Competitive League, Grade 3-12	100.00	105.00	110.00 115.00
Flag Football League - Instructional	70.00		75.00
Flag Football League	85.00	90.00	94.00 99.00
<u>5) ADULT SPORTS LEAGUES</u>			
Adult softball	450.00	475.00	
<u>6) RESERVATION FEES</u>			
Oxford Aquatic Center			
Reservation, per hour (competition pool only)	150.00	160.00	165.00 176.00
Reservation, per hour (activity pool only)	220.00	230.00	242.00 253.00
Reservation, per hour (both pools)	235.00	245.00	259.00 270.00
Athletic Fields			
Per game, per field	35.00	40.00	39.00 44.00
Per day, per field	175.00	200.00	193.00 220.00
Per game, per field (preps)	35.00	40.00	39.00 44.00
Per hour, per field (lights)	35.00		39.00
Community Park Gazebo Reservation	15.00 per hour		17.00 per hour
Park Shelter Reservation	12.00 per hour		14.00 per hour
Electric Tap Fee	60.00 per day		100.00 per day
(Large machines such as ice machine, inflatables, etc.)			

7) AQUATIC CENTER

Season pool passes

Adult (18-59)	100.00		110.00	
Senior (60+)	80.00	85.00	88.00	94.00
Youth (2-17)	80.00	85.00	88.00	94.00
Child under 2	FREE		FREE	
Household (4 or less)	220.00	230.00	242.00	253.00

General admission

Adult (18-59)	8.00
Senior (60+)	7.00
Youth (2-17)	7.00
Child under 2	FREE

Swimming lessons

Parent/child	50.00	55.00
Preschool & Level I	50.00	55.00
Skill Level II thru V	55.00	61.00

8) SENIOR CITIZEN CENTER RENTAL

Includes kitchen & great room (minimum 2 hour rental)	60.00/hour	65.00/hour	66.00/hour	72.00/hour
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Special events and specialty class fees are established to cover the direct cost of each class/activity offered.

9) COMMUNITY EVENT TENT RENTAL

25.00	*per event	* Fee may be waived by the City Manager
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B. COMMUNITY DEVELOPMENT DEPARTMENT

1) ADMINISTRATIVE ZONING REVIEW

Administrative Zoning Review Item

Building Accessory, Minor Improvement, including Shed, Fence, and Temporary Tent - Residential	50.00	
Building Accessory, Minor Improvement, including Shed, Fence, and Temporary Tent - Commercial	100.00	
One or Two-Family Residential, New home or unit addition	100.00	
One or Two-Family Residential, Existing	50.00	
Three-Family or more Residential	50.00	per unit
Commercial (existing and new)	200.00	per unit
Revision after the 2nd submittal	100.00	
Sidewalk Use Permit	50.00	
Signs	25.00	plus \$1 per sq. ft. per side, per sign
Sign Face Change	25.00	per face
Zoning verification letter	50.00	
Site work permit or Construction Drawings	200.00	plus \$10.00 per acre
Demolition	50.00	
Zoning approval extension	50.00	

2) BOARD OR COMMISSION REVIEW

a) Planning Commission

Planning Commission Item

Conditional Use Permit	400.00	plus 10.00 postage
Annexation 100% owner petition	300.00	plus 1.00 per acre
Conceptual Review	No fee	
Subdivision Development, Preliminary	470.00	plus 10.00 per lot, plus 10.00 postage
Subdivision Development, Final	470.00	plus 10.00 per lot, plus 10.00 postage
Planned Development, Preliminary	470.00	plus 100.00 per acre, plus 10.00 postage
Planned Development, Final	470.00	plus 100.00 per acre, plus 10.00 postage

Minor Amendment to Conditional Use Permit or Planned Development	150.00	
Lot Consolidation	50.00	
Lot Split	50.00	
Zoning Code Amendment	250.00	plus 10.00 postage, per topic
Zoning Map Amendment	250.00	plus 10.00 postage
Significant changes to original application	Determined by the Community Development Director at a cost not to exceed original application	
Revision beyond the 2nd submittal, requiring zoning or engineering review.	100.00	per review
b) Historic & Architectural Preservation Commission		
<u>HAPC Item</u>		
Certificate of Appropriateness	50.00	
Pre-application	No fee	
Certificate of Appropriateness for demolition of Historic Structure	250.00	
Demolition permit historic building in historic district	10% demolition cost per HAPC code	
c) Board of Zoning Appeals		
<u>BZA Item</u>		
Variance Petition	200.00	plus 100.00 for each additional variance request up to 1,000.00, plus 10.00 postage
Appeal of Administrator's Decision	150.00	
Appeal of HAPC Decision	150.00	
<u>3) DOCUMENTS, MAPS, & OTHER MATERIALS</u>	At Media or Copy Cost Otherwise Noted	
<u>4) PLANNING AND DATA SERVICES</u>	55.00	per hour
<u>C) INSPECTIONS (Building Official)</u>		
<u>1) One, Two, and Three-Family Dwellings and Accessory Buildings (OBOA - Residential Code of Ohio - Ohio Building Officials Association)</u>		
<u>Residential Building Item</u>		
Building - 1Fam/2Fam/3Fam - New / Add / Alt / Remodel	120.00	0.32 per sq ft
Mechanical (HVAC) - New / Add / Remodel	90.00	0.05 per sq ft
Electrical - New / Add / Remodel	90.00	0.05 per sq ft
Second and subsequent plan review (1/4 hr increments)	65.00	per hour
Minor Alteration (per each type of permit, Bldg, Elect, HVAC)	80.00	
Accessory structures: Awnings, Decks, Sheds (Accessory building <200 sq ft do not require building review)	90.00	plus 0.15 per sq ft
Furnace or A/C Replacement	85.00	per unit
Heat Pump	85.00	per unit
Gas Piping	75.00	
Geothermal trench/pressure test	75.00	
Electrical Service Upgrade / New / Reconnect	90.00	
Electric for Swimming Pool (In ground/above ground bonding/wiring)	90.00	
Electric Vehicle Chargers	90.00	
Demolition	75.00	per structure
Industrialized Unit - Foundation Only (Does not include elec. Service, decks, porches, garages or other add.)	125.00	
Roof Replacement or Structural Change	50.00	
Partial permits (where granted)	50.00	
Temporary Certificate of Occupancy (30 days)	150.00	
Certificate of Occupancy	50.00	
Occupying without a Certificate of Occupancy	250.00	
Permit extension if approved	100.00	
Copy Plans and Re-stamp	50.00	plus copy cost - estimate provided
Re-Inspection (Charge for the third and subsequent inspection)	90.00	
Non-Permit Inspection Request	80.00	
Out of Normal Hours Inspection	125.00	per hour/3 hr min
Swimming Pool deeper than 24"	100.00	
Solar Array	90.00	plus 5.50/panel
Solar Array with battery storage	120.00	plus 5.50/panel

Temporary Supply	75.00	
Temporary Tent 400-699 sq. ft. with sides	80.00	plus 0.15 per sq ft
Temporary Tent 700 sq. ft. or more with or without sides	80.00	plus 0.12 per sq ft
Fence over 6 feet tall	50.00	
Work Without Permit		Doubled permit fee
Change of Building Plans (after approval)	75.00	plus 65.00 per hour (1/4 hr increments)
Residential Code of Ohio Surcharge		Applicants covered by this Code will be assessed an additional 1% surcharge fee as mandated by Ohio Administrative Code Section 4101:8-1-03

2) Commercial Buildings (Ohio Building Code) Commercial and residential

Commercial Building Item

Building (Except Multi-Family)	220.00	plus 0.18 per sq ft
Building (Multi-Family)	220.00	plus 0.23 per sq ft
Mechanical	220.00	plus 0.06 per sq ft
Electrical	220.00	plus 0.06 per sq ft
Minor Alteration (Per each type of Permit: Building, Electric, HVAC, etc.)	100.00	
Fire Suppression Systems (all suppressed areas)	250.00	plus 0.065 per sq ft
Kitchen Exhaust Hood	250.00	
Hood Suppression System	250.00	plus 50.00 each addl unit
Underground Fire Line	250.00	plus 0.065 per linear ft
Fire Alarm System	250.00	plus 6.50 per device
Plan Review (1/4 hr increments)	90.00	per hour
Revision to approved plans	125.00	plus plan review
Demolition	100.00	per structure
Roof Replacements	250.00	
Storage Rack Systems	220.00	plus 0.18 per sq ft
Furnace or A/C Replacement	150.00	plus 65.00 per each addl unit
Geothermal Trench/Pressure Test	100.00	per inspection
Electric Vehicle Charging Stations	200.00	First charger/plus 150.00 per each add'l charger
Solar Arrays	220.00	plus 5.50 per panel
Solar Array with battery storage	250.00	plus 5.50 per panel
Industrialized Unit	220.00	plus 0.18 per sq ft
Partial Permit (where granted)	100.00	
Temporary Certificate of Occupancy (30 days)	350.00	
Certificate of Use and Occupancy (not associated with building permit)	250.00	
Certificate of Occupancy with a permit	100.00	
Re-Inspection (Charge for the third and subsequent inspection)	115.00	per inspection
Non-Permit Inspection Request	150.00	
Out of Normal Hours Inspection	125.00	per hour/ 3 hour min
Permit extension, if approved	100.00	
Temporary-Supply (electric)	90.00	
Change of Building Plans (after approval)	75.00	plus 100.00 per hour
Fuel Storage Tank	75.00	per tank
Temporary structures	80.00	plus 0.12 per sq ft
Temporary Tent 400-699 sq. ft. with sides	80.00	plus 0.15 per sq ft
Temporary Tent 700 sq. ft. or more with or without sides	80.00	plus 0.12 per sq ft
Awnings	75.00	
Signs	125.00	without electric
	150.00	with electric
Fence over 6 feet tall	50.00	
Work without a permit		Doubled Permit Fee
Gas Piping	75.00	
OBC Surcharge		Applications covered by the OBC will be assessed an additional 3% surcharge fee as mandated by Ohio Administrative Code Section 4101:2-1-50(b)

3) Rental Permits

a) Initial Establishment, Annual Renewal & Ownership Transfer

One-Family Structure	57.75	60.00	
Two-Family Structure	94.50	100.00	
Three-Family Structure	126.00	130.00	
Four-Family Structure	147.00	155.00	
Five or More Unit Structure	31.50	33.00	per unit
Fraternity or Sorority House	346.50	365.00	
Condominium	57.75	60.00	
Lodging House	115.50	120.00	

b) Late Renewal **per building**

After 30 days expired	10.00	15.00	
After 60 days expired	20.00	30.00	
After 90 days expired	30.00	45.00	
Fraternity Late Fee	50.00		

c) Re-inspection

75.00

2nd and subsequent Re-Inspection

150.00

d) **Property Maintenance and Building** Board of Appeals

Application	150.00		
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4) Tobacco Retailer Licensing

a) Annual Retailer License	250.00		
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b) Retailer License late fee	100.00		
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D) POLICE DIVISION

Events requiring Officers for Crowd or Traffic Control:

One Officer	60.00	per hour	
Each additional Officer	60.00	per hour	
Police Supervisor (Required for each 4 Police Officers)	70.00	per hour	
Police Command Officer (Required for two squads of five Officers)	80.00	per hour	

Per arrestee processed and transported to Butler

County Jail by Oxford Police Department on City of Oxford criminal charges	200.00		
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Subsequent per diem for inmates incarcerated in Butler

County Jail on City of Oxford criminal charges	100.00		
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Fingerprinting	15.00		
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Black Ink Card	15.00		
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Ohio Background Check	40.00		
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FBI Background Check	40.00		
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Ohio and FBI Combined Background Check	70.00		
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Local Records Checks	15.00		
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Solicitor permit	50.00		
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False Alarm Fees

Residential, Commercial & Industrial

1 to 2 Annually	No charge		
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Residential

3 or more	100.00	per occurrence	
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Commercial/Industrial

3 to 4 Annually	100.00	per occurrence	
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5 to 6 Annually	200.00	per occurrence	
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7 to 8 Annually	400.00	per occurrence	
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9 or more	800.00	per occurrence	
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Accident, crime, other reports	0.10	per page	
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Purchase Meter time

Special Event/Construction - four hours or less	6.00	per meter per day
Special Event/Construction - more than four hours	12.00	per meter per day
Signs: "No Parking by Order of the Oxford P.D."	1.00	per sign

Other fees

Impound/Immobilization Fees	125.00	
Each subsequent day or any part thereof	15.00	
Each subsequent day or any part thereof for vehicles covered or stored within a building	20.00	
Towing Charges	150.00	plus charges for services requiring specialized equipment or extra personnel
Administrative Citation Hearing Fee	20.00	per appeal (lost appeal only)
Administrative Citation Collection Fee	30%	of unpaid fine 20%
Animal Boarding		
1 st day or any part thereof	21.50	
Each subsequent day or any part thereof	13.50	

Unmanned Aerial System (drone) fees

Small Drone	25.00	per hour	150.00	per day
Large Drone	75.00	per hour	500.00	per day

Shared Active Transportation Permit Fees

Annual Permit Fee	500.00
Annual Public Infrastructure and Property Maintenance Fee	
per approved small vehicle	40.00
Small Vehicle Impound Fee	50.00

Parking

Smartmeters and Multi-space meters		
South Campus Avenue	1.00	per hour
High Street, Park Place	1.00	per hour
Municipal Surface Lot	1.00	per hour
Parking garage	0.50	per hour
Main Street	1.00	per hour
Beech St. & Poplar Street	0.50	per hour
Walnut Street & Church Street	0.25	per hour
Elm Street & 200 Block West High Street	0.25	per hour
Traditional coin-only meters	0.25	per hour

Parking Garage lease

Summer lease only (June 1- August 14)	150.00	
School year (August 15-May 31)	1,150.00	
Annual (August 15-August 14)	1,250.00	
Per Semester (August 15-December 31) January 1-May 31)	625.00	
Parking garage replacement/lost card	25.00	
Residential Permitted Parking	15.00	annually

Parking Collection Fees

Retrieval of vehicle record	2.00	per look up
Citations collection fee	30%	of unpaid fine

E) FIRE/EMS DIVISION

EMS Runs		
BLS-E	690.00	per run 825.00
ALS-1 E	1,030.00	per run 1,300.00
ALS-2 E	1,280.00	per run 1,400.00
EMS Mileage Rate	21.00	per loaded mile 22.00

Non-Emergency Transport			
BLS	690.00	per run	825.00
ALS	1,030.00	per run	1,300.00
Mileage	21.00	per loaded mile	22.00
Critical Care Interhospital Transport	3,000.00		
Mileage	21.00	per loaded mile	22.00
Court ordered restitution for transport refusal	400.00		
Fire Watch	60.00	per hour per person (2 hour min.)	
EMS Stand-By	60.00	per hour per person (2 hour min.)	
Fire and or EMS Coverage for Events	60.00	per hour per person (2 hour min.)	
CPR/AED/First Aid Training	40.00	Resident	
	50.00	Non-Resident	
Civil Citation Hearing Fee	Actual cost of Hearing Officer (lost appeal only, does not apply on first offense)		
Failure to show for scheduled inspection	75.00		
Building Plans Review	175.00		
Fire Review	150.00		
Fire Suppression Plans Review	150.00		
Underground Fire Line/Fire Dept. Connection	175.00		
Fire Alarm Plan Review	150.00		
Kitchen Hood	150.00		
Kitchen Hood Suppression System	150.00		
Revision/Change to Approved Plans	150.00		
Tent Plan Review/Inspection	175.00		
Initial Fire Inspection/First Re-Inspection	No Charge		
2nd and subsequent Re-inspection	150.00		
Re-Inspection fees are separate from any citation issued for violations of the Ohio Fire Code.			
Food Truck/ Trailer Annual Inspection	75.00		
Demolition	100.00	Residential	
	150.00	Commercial	
<u>F) SERVICE DEPARTMENT</u>			
<u>1) Water Service</u>			
Temporary meter deposit (hydrant connection)			
5/8 inch	520.00		
2 inch	1,665.00		
Daily set up and removal of device	106.00		
Cost of water by volume (temporary meter)	3.61	3.72	per 100 cubic feet
Bulk Water Service	3.61	3.72	per 100 cubic feet
Requires new account fee for service. Sanitary fees in effect for water entering sanitary system. Service available under the authority of the Service Director or his/her designee.			
Account Initiation Fee	50.00	(50% Water, 50% Sewer)	

Water rates

Volume charge	—————	2.63	2.71	per 100 cubic feet
Base monthly charge Meter size (inch):				
3/4	—————	9.50	9.80	
1	—————	15.70	16.20	
1 1/2	—————	31.50	32.50	
2	—————	50.30	51.90	
3	—————	94.40	97.25	
4	—————	157.30	162.05	
6	—————	314.70	324.15	
Outside city limits		35.00%	added to amounts above	
Late fee		10.00%		
Green Card distribution		5.00		
Gold Card distribution		5.00		
(If card leaves office, charge would be in additional to turn on fee if service is terminated.)				
Reconnection fee when payment is received before 3:00 PM		10.00		
After 3:00 PM and for weekends/holidays		50.00		
Irrigation Meter	At cost to City			
Irrigation Meter repair		5.00	plus costs	
"No show" on scheduled appointment		25.00		
Tap in fees				
Based on tap size (inch):				
1	—————	3,248.00	3,345.00	
2	—————	3,702.00	3,813.00	
4	—————	4,547.00	4,683.00	
6	—————	5,626.00	5,795.00	
8	—————	8,488.00	8,743.00	
10	—————	11,705.00	12,056.00	
12	—————	13,421.00	13,824.00	
Outside city limits		35%	added to amounts above	
Separate meter pits	Time and materials			
Meter vault and Lid (based on meter size)	—————	675.00	695.00	each additional (max of 4 pits per residential tap)
5/8 & 3/4 Inch - one included in tap fee				
3" and greater installed by the contractor at developer's expense				

Water Meter including RF remote sending unit (inch):

5/8 & 3/4	385.00	
Ally Remote Meter & Valve assembly	775.00	
1	486.00	
1 1/2	2,092.00	
2	2,384.00	
3	2,967.00	
4	5,008.00	
>4	Cost to City plus 10% administrative fee	

Water Capacity benefit charges

Meter size (inch):	
5/8 & 3/4	1,730.00
1	4,480.00
1 1/2	9,023.00
2	14,626.00
3	29,098.00
4	45,372.00
6	90,980.00
8	145,508.00
10	209,502.00

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

Interest rate on past due capacity benefit permits
unpaid after 30 days

Highest rate allowable by law

New construction inspection	50.00	initial inspection/re-inspection of failed work
New water main Chlorination/Disinfection Inspection	150.00	
New water main valve operation/and line flushing	150.00	
New water main Hydrostatic testing	100.00	per test
New water main bacteria sampling/testing	150.00	per event (includes laboratory fees)
Water main installation inspection/outside normal working hours	City cost for inspection expense	
Fire Hydrant flow testing	100.00	per hydrant test
Backflow Prevention Permit	25.00	
Damage to City facilities	Repair cost plus 40%	
Participation in City Lead/Copper Sampling Program	30.00	credit to participant utility account

2) Sanitary Sewer service

Sewer rates

Volume charge	4.08	4.20	per 100 cubic feet
Base monthly fee	3.90	4.02	

Surcharges for High Strength Waste

Excess suspended solids	1.0-2.0 X Allowable Strength - 1.25 x Base Rate
	2.1-3.0 X Allowable Strength - 1.50 x Base Rate
	3.1-4.0 X Allowable Strength - 2.00 x Base Rate
	Over 4.01 X Allowable Strength - 4.00 x Base Rate

Excess biochemical oxygen demand	1.0-2.0 X Allowable Strength - 1.25 x Base Rate
	2.1-3.0 X Allowable Strength - 1.50 x Base Rate
	3.1-4.0 X Allowable Strength - 2.00 x Base Rate
	Over 4.01 X Allowable Strength - 4.00 x Base Rate

Excess oil and grease	1.25 / lb. > 50 mg/l
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Commercial preparer or server of food	0.10	per 100 cubic feet
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Sewage sampling fee	100.00
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Late fee	10%
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Sewer Capacity benefit charges

Meter size (inch):

5/8 & 3/4	1,730.00
1	4,480.00
1 1/2	9,023.00
2	14,626.00
3	29,098.00
4	45,372.00
6	90,980.00
8	145,508.00
10	209,502.00

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

Interest rate on past due capacity benefit permits unpaid after 30 days	Highest rate allowable by law
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New construction sanitary inspection

Lateral repair inspection	50.00	initial inspection
reinspection of failed work	50.00	
inspection of existing sanitary lateral repairs	50.00	
Sanitary sewer cleaning (jet truck)	345.00	per hour (1 hour min.)
Sanitary sewer main video inspection	345.00	per hour (1 hour min.)
Sanitary lateral video inspection	345.00	per hour (1 hour min.)
Sanitary sewer manhole inspection (vacuum method)	50.00	per manhole
Staff monitoring of private contractor video inspection	25.00	per hour (2 hour min.)
Sanitary sewer low pressure air test (per city specs)	25.00	per test section
Sanitary sewer main construction (inspection beyond normal working hours - overtime expense)	Cost to City	
Sanitary sewer Lift Station District Surcharge	Charge 50% surcharge to volume fee	
Locating service for private sanitary lateral	295.00	per hour (1 hour min.)
Non-compliance causing blockage or damage to City facilities	Response or repair cost plus 40%	
Special wastewater discharge application (tank pumping, groundwater, etc.)	25.00	
Special wastewater contaminated discharge treatment	0.10	per gallon
Acceptable analytical data required for special waste		
Damage to City facilities	Repair costs plus 40%	

3) Refuse service

Service Type	Monthly Charge	
Hand Service refuse	32.95	45.00
Hand Service recycling	15.00	25.00

Move in/out solid waste removal fee for all dwelling units with Rental permits within the Mile Square "Plus" area, as designated by Section 931.02 of the Oxford Codified Ordinance, excluding multiple dwelling units utilizing commercial dumpsters.

	Rumpke	Admin	Total	
Refuse				
Residential	14.28	13.60	3.32	16.92
(Single family or multi-unit dwellings with four or less units)				17.60
Rental for Waste wheeler	3.00	-	3.00	3.50
Residential rates include 4.00 Recycle fee				
Commercial				
2 Cubic Yard dumpster				
1x/week	45.49	38.78	9.46	48.24
2x/week	86.44	61.40	14.97	76.37
3x/week	127.83	91.96	22.39	114.35
4x/week	168.33	119.13	28.98	148.11
5x/week	209.27	148.55	36.26	184.81
6x/week	250.22	177.97	43.45	221.42
Requested extra pick up (outside of normal schedule)	40.00	28.28	6.88	35.16
Rental fee	14.00	-	14.00	
3 Cubic Yard dumpster				
1x/week	58.51	50.14	12.22	62.36
2x/week	111.74	88.62	21.55	110.17
3x/week	164.67	128.24	31.17	159.41
4x/week	217.60	167.84	40.81	208.65
5x/week	270.53	206.33	50.19	256.52
6x/week	323.46	245.94	59.96	305.90
Requested extra pick up (outside of normal schedule)	45.00	29.40	7.16	36.56
Rental fee	17.00	-	17.00	
4 Cubic Yard dumpster				
1x/week	76.16	64.93	15.86	80.79
2x/week	144.71	114.72	27.98	142.70
3x/week	213.26	164.51	40.10	204.61
4x/week	281.81	215.43	52.43	267.86
5x/week	350.36	265.23	64.52	329.75
6x/week	418.90	313.89	76.37	390.26
Requested extra pick up (outside of normal schedule)	50.00	33.96	8.26	42.22
Rental fee	20.00	-	20.00	
6 Cubic Yard dumpster				
1x/week	113.40	96.68	23.59	120.27
2x/week	215.46	166.84	40.60	207.44
3x/week	317.52	237.01	57.96	294.97
4x/week	419.59	293.59	71.53	365.12
5x/week	521.65	381.87	93.18	475.05
6x/week	623.71	454.29	110.84	565.13
Requested extra pick up (outside of normal schedule)	55.00	37.08	9.02	46.10
Rental fee	23.00	-	23.00	

8 Cubic Yard dumpster					
1x/week	149.33	127.30	31.03	158.33	180.36
2x/week	283.72	220.10	53.58	273.68	337.30
3x/week	418.12	311.76	76.02	387.78	494.14
4x/week	552.51	404.56	98.47	503.03	650.98
5x/week	686.91	496.22	120.63	616.85	807.54
6x/week	821.30	589.01	144.02	733.03	965.32
Requested extra pick up (outside of normal schedule)	60.00	39.62	9.67	49.29	69.67
Rental fee		26.00	-	26.00	
Waste wheeler		Rumpke	Admin	Total	
1x/week	18.20	15.87	3.86	19.73	22.06
2x/week	34.59	27.15	6.62	33.77	41.21
3x/week	50.97	38.48	9.37	47.85	60.34
4x/week	67.35	49.80	12.15	61.95	79.50
5x/week	83.73	61.11	14.88	75.99	98.61
6x/week	100.12	72.43	17.63	90.06	117.75
Requested extra pick up (outside of normal schedule)	15.00	11.32	2.76	14.08	17.76
Rental fee	10.00	9.00	-	9.00	10.00

Recycling

2 Cubic Yard dumpster		
1x/week	40.33	48.25
2x/week	58.26	91.68
3x/week	73.94	135.11
4x/week	91.86	178.54
5x/week	107.56	221.97
Requested extra pick up (outside of normal schedule)	27.88	40.00

3 Cubic Yard dumpster		
1x/week	53.77	64.34
2x/week	78.43	122.25
3x/week	103.07	180.16
4x/week	129.97	238.07
5x/week	154.62	295.98
Requested extra pick up (outside of normal schedule)	29.10	45.00

4 Cubic Yard dumpster		
1x/week	67.22	80.42
2x/week	100.84	152.8
3x/week	134.45	225.17
4x/week	168.07	297.55
5x/week	201.66	369.93
Requested extra pick up (outside of normal schedule)	33.62	50.00

6 Cubic Yard dumpster		
1x/week	91.86	109.91
2x/week	140.05	208.82
3x/week	189.34	307.74
4x/week	239.76	406.65
5x/week	291.30	505.57
Requested extra pick up (outside of normal schedule)	36.68	55.00

8 Cubic Yard dumpster		
1x/week	110.93	132.72
2x/week	178.14	252.17
3x/week	245.37	371.62
4x/week	312.59	491.07
5x/week	379.82	610.52
Requested extra pick up (outside of normal schedule)	39.22	60.00
Waste wheeler		
1x/week	13.52	16.00
2x/week	20.27	30.40
3x/week	27.02	44.80
4x/week	33.78	59.20
5x/week	40.52	73.60
Requested extra pick up (outside of normal schedule)	11.27	15.00
Late fee	10%	
One time additional pickup permit stickers	15.00	per sticker
Compactor tickets	46.25	51.00 per 1 cubic yard
<u>4) Video service provider fee 5% of annual gross revenue</u>		
<u>5) Miscellaneous</u>		
Tree Plantings required by Codified Ordinance Chapter 1148	495.00	per tree

G) ENGINEERING DIVISION

1) Design manual fees:

Water and sanitary sewer improvement specifications	30.00	
Storm water management design	25.00	
Digital city standard drawings	15.00	Media

2) Map Order

Media:	Bond	8 1/2 x 11 B/W	4.00
	Bond	8 1/2 x 11 Color	4.00
	Bond	11 x 17 B/W	4.00
	Bond	11 x 17 Color	4.50
	Bond	24 x 36 B/W	10.00
	Bond	24 x 36 Color	11.00
	Bond	36 x 48 B/W	18.00
	Bond	36 x 48 Color	20.00

Base and Zoning maps:

Lots	5.00	plus media cost
Oxford Historic District	1.00	plus media cost
Corporation limits	Free	
Water lines	5.00	plus media cost
Sewer lines	5.00	plus media cost
Storm sewer lines	5.00	plus media cost
Zoning	5.00	plus media cost
Proposed development	5.00	plus media cost
Additional use permits	5.00	plus media cost
P.U.D.'s	5.00	plus media cost
Special use permits	5.00	plus media cost
Street index	1.00	plus media cost
Digital base map section	15.00	plus media cost

3) Plans and Specifications Sales	20.00-500.00	dependent on size of project
4) Document handling/forwarding fee to regulating agencies	25.00	
5) Engineering plan review for revisions after 2nd submittal	100.00	per submission
<u>H) STREET DIVISION</u>		
Street cut surface repair - April through November:		
Up to 40 sq. ft. (or 40 linear ft of curb totaling less than 40 sq. ft.)	148.00	
More than 40 sq. ft.	148.00	plus 3.70 per additional sq. ft.
December through March:		add 50% to above costs
Brick Street Repair	60.00	per sq. ft.
Sidewalk Curb Gutter Permit	25.00	
Work without a permit in ROW (Starting construction or work without permit)		Greater of \$200.00 or twice the cost of permit
Street Tree Permits		No charge
Removal of hazardous trees from private property		At cost to city plus 5% Administrative fee
Street Spills		Cost of time and materials for cleanup plus 10% administrative fee
Right-of-way Requests		
Personnel (misc. tasks	30.00	per hour
Event Electrician	120.00	plus necessary materials at cost
Road Closures/Detours	150.00	
Event Trash cans	6.00	
Street Signs		Cost of labor/materials used plus 10% administrative fee
Oxford Cemetery		
Gravesite Plots	975.00	
Cemetery Niches	1,000-2600.00	Based on size of Niche
Opening and closing of gravesite	975.00	
Additidonal charge after 3:30 pm weekdays or on weekends	100.00	200.00
Cremation Interments	500.00	
Additidonal charge after 3:30 pm weekdays or on weekends	100.00	200.00
Woodside Cemetery		
Gravesite plots	225.00	
Opening and closing of gravesite	275.00	375.00
Additional charge after 3:30 pm weekdays and on weekends	100.00	200.00
Street Banner Installation and removal	125.00	Single banner
Damage to City Facilities		Cost to City plus 40%
<u>I) FINANCE DEPARTMENT</u>		
Miscellaneous copies	0.10	per page per copy
Transcription of recorded public meeting		At cost to City
Final Annual Budget Document		
Paper	At cost to City	
Electronic	5.00	per DVD/CD
Any other method	At cost to City	
Annual Comprehensive Financial Report		
Paper	At cost to City	
Electronic	5.00	per DVD/CD
Any other method	At cost to City	
Hotel/Short term rental tax rates:		
Hotel tax	3%	
Convention tax	3%	
Motor Vehicle license tax	5.00	per motor vehicle
Motor Coach or Bus	25.00	each per year

Taxicab Company License	25.00	per year
Taxicab per Operator License	25.00	per year
Taxicab per Vehicle License	25.00	per year
Vendor License	50.00	per month or
	300.00	per Calendar year
NSF check Fee	At cost to City	

SECTION 2: This ordinance repeals ordinance adopted by the City of Oxford, but does not repeal the enabling language of the legislation by which these fees were previously adopted, which language shall otherwise remain in full force and effect.

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

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY : LAW (STAFF)



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

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	10/28/2024
COUNCIL MEETING DATE:	November 5, 2024
AGENDA TITLE:	An Ordinance Establishing Salaries And Certain Benefits For Salaried And Hourly Full-Time And Part-Time Employees Within The Service Of The City Of Oxford, Ohio Paid From January 1st, 2025 Through December 31st, 2025. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Jessica Greene DRE

DISCUSSION:

This salary ordinance sets the staffing quantities and wages for the 2025 calendar year for the City of Oxford.

Full-Time Staff Category:

We recommend 11 additional full-time staff members to address service needs in our community.

- 8 additional Fire/EMS staff: 6 FT Firefighters/Paramedics and 2 FT Fire Administrators, contingent on the passage of the levy.
- 1 additional Service Worker to assist with cemetery operations such as maintenance and grave preparation.
- 1 additional Water Operator to be hired in Q4 to respond to the increased capacity needed with the new water softening project.
- 1 additional Police Officer to allow for succession planning with a possible retirement in 2025.

Year-round, part-time staffing category:

We recommend 3 new inspector positions:

- 1 in Community Development, a grant-funded position to assist with the Tobacco Retail Program.
- 2 in the Fire Division to assist with fire code inspections.

Seasonal part-time staffing category:

Seasonal positions will remain at the same level as in previous years.

Additional Recommendations:

We recommend a 4% Cost of Living Adjustment (COLA) for most staff members to maintain a balance with the wages offered in our collective bargaining units.

We also recommend increasing the Continuing Education/Tuition Reimbursement budget allocation to \$10,000 annually for non-contract employees. This will enable employees to seek further education and get some assistance from the city for their tuition expenses.

Other minor amendments include:

- Clarifying language for staff who are on call.
- Clarifying how the city recognizes the Juneteenth federal holiday
- Clarification of part-time hours rules for part-time fire division staffing.

ORDINANCE NO. _____

An Ordinance Establishing Salaries And Certain Benefits For Salaried And Hourly Full-Time And Part-Time Employees Within The Service Of The City Of Oxford, Ohio Paid From January 1st, 2025 Through December 31st, 2025.

WHEREAS, the City Manager recommends the adoption of the 2025 Salary and Benefits Ordinance.

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

SECTION 1: Full-Time Employees

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

Position	Number of Employees Authorized	Pay Band	Pay Band Range Min	Pay Band Range Max	Notes
Office of the City Manager					
City Manager	1	By Contract			
Assistant City Manager/Human Resources & Economic Development	1	7	\$ 40.32	\$ 72.45	
Operations/HR Manager	1	6	\$ 31.37	\$ 55.66	
Clerk of Council/Administrative Assistant II	1	5	\$ 26.87	\$ 45.25	
Economic Development Specialist	1	5	\$ 26.87	\$ 45.25	
IT Technician	0	5			1 in 2024, 0 in 2025. Have decided that contracting with NextStep is sufficient level of IT support
Sustainability Coordinator	1	5	\$ 26.87	\$ 45.25	
Administrative Assistant II/Deputy Clerk	1	3	\$ 21.40	\$ 36.09	
Finance Department					
Finance Director	1	By Contract			
Assistant Finance Director	1	6	\$ 31.37	\$ 55.66	
Payroll Specialist	1	5	\$ 26.87	\$ 45.25	

Finance Specialist	1	5	\$ 26.87	\$ 45.25	
Accounting Specialist	1	4	\$ 23.61	\$ 38.28	
Utility Collections Specialist	1	4	\$ 23.61	\$ 38.28	
Sr. Utility Collections Specialist	1	4	\$ 23.61	\$ 38.28	
Parks & Recreation					
Parks & Recreation Director	1	7	\$ 40.32	\$ 72.45	
Aquatics & Recreation Programs Supervisor	1	5	\$ 26.87	\$ 45.25	
Office Manager	1	5	\$ 26.87	\$ 45.25	
Sports Activities Supervisor	1	5	\$ 26.87	\$ 45.25	
Aquatics & Recreation Programs Coordinator	1	3	\$ 21.40	\$ 36.09	
Sports Coordinator	1	3	\$ 21.40	\$ 36.09	
Preschool Teacher	1	2	\$ 20.03	\$ 32.48	
Custodian	1	1	\$ 18.10	\$ 29.36	
Receptionist	1	1	\$ 18.10	\$ 29.36	
Community Development Department					
Community Development Director	1	7	\$ 40.32	\$ 72.45	
City Planner/GIS Coordinator	1	6	\$ 31.37	\$ 55.66	
Code Enforcement Officer	1	6	\$ 31.37	\$ 55.66	
Administrative Assistant II	2	3	\$ 21.40	\$ 36.09	
Safety Department – Fire Division					
Fire Chief/Inspector	1	7	\$ 40.32	\$ 72.45	
Fire Captains	3	By Contract			
Firefighter/Paramedics or EMT	15	By Contract			9 started in 2024, added 3 to bring to 12. 2025 will add 3 additional FT Firefighter Paramedic/EMT with levy passage.

Fire Administrative positions	2				New position. 2 will be added in 2025 with levy passage.
Office Manager	1	5	\$ 26.87	\$ 45.25	
Safety Department – Police Division					
Police Chief	1	7	\$ 40.32	\$ 72.45	
Police Lieutenant	2	By Contract			
Police Sergeant	6	By Contract			
Police Officer	22	By Contract			21 in 2024, plus 1 additional in 2025. Allows for succession planning for possible retirement of FT staff.
Public Safety Assistant	3	By Contract			
Police Records Specialist	1	By Contract			
Dispatcher/Clerk	6	By Contract			
Office Manager	1	5	\$ 26.87	\$ 45.25	
Social Services Liaison	1	5	\$ 26.87	\$ 45.25	
Service Department					
Service Director	1	7	\$ 40.32	\$ 72.45	
Deputy Service Director	1	6	\$ 31.37	\$ 55.66	
Environmental Specialist	1	5	\$ 26.87	\$ 45.25	
Office Manager	1	4	\$ 23.61	\$ 38.28	
Custodian	2	1	\$ 18.10	\$ 29.36	
Engineering Division					
City Engineer	1	6	\$ 31.37	\$ 55.66	
Engineering Technician	1	5	\$ 26.87	\$ 45.25	
Engineering Aide	1	4	\$ 23.61	\$ 38.28	
Streets and Maintenance Division					

Streets and Maintenance Manager	1	6	\$ 31.37	\$ 55.66	
Equipment Mechanic	1	5	\$ 26.87	\$ 45.25	
Grounds Maintenance Supervisor	2	5	\$ 26.87	\$ 45.25	
Street Operations Specialist	1	4	\$ 23.61	\$ 38.28	
Service Worker I	4	1	\$ 18.10	\$ 29.36	3 in 2024, 2025 will add 1 FT SW 1 for cemetery maintenance
Service Worker II	3	2	\$ 20.03	\$ 32.48	
Service Worker III	4	3	\$ 21.40	\$ 36.09	
Wastewater Division					
Collection					
Wastewater Collection Manager	1	6	\$ 31.37	\$ 55.66	
Wastewater Collections Operator I	0	2	\$ 20.03	\$ 32.48	
Wastewater Collections Operator II	3	4	\$ 23.61	\$ 38.28	
SW II	1	2	\$ 20.03	\$ 32.48	May advance to operator I.
Plant					
Wastewater Plant Manager	1	6	\$ 31.37	\$ 55.66	
WWTP Laboratory Technician	1	3	\$ 21.40	\$ 36.09	
Service Worker I	1	1	\$ 18.10	\$ 29.36	
Plant Mechanic I	1	3	\$ 21.40	\$ 36.09	
Plant Mechanic II	1	4	\$ 23.61	\$ 38.28	
WWTP Operators II	1	4	\$ 23.61	\$ 38.28	
WWTP Operator III	2	5	\$ 26.87	\$ 45.25	
Water Division					
Distribution					
Water Distribution Manager	1	6	\$ 31.37	\$ 55.66	
Water Distribution Operator I	3	2	\$ 20.03	\$ 32.48	
Water Distribution Operator II	1	4	\$ 23.61	\$ 38.28	
Plant					

Water Plant Manager	1	6	\$ 31.37	\$ 55.66	
Utility Maintenance Technician	1	2	\$ 20.03	\$ 32.48	
Utility Meter Reader	1	1	\$ 18.10	\$ 29.36	
Water Plant Operator II	2	4	\$ 23.61	\$ 38.28	1 in 2024, will add 1 FT in Q4 2025 for new water softening plant. May hire at Water Plant Operator I but may go up to a Water Plant Operator II if necessary.
Water Plant Operator III	1	4	\$ 23.61	\$ 38.28	
TOTAL Full-Time Budgeted:	142				132 in 2024. Adding 11 FT staff in 2025: 8 in the Fire Division and 2 in the Service Department and 1 in the Police Division. Minus 1 FT in CM.

SECTION 2: Pay Bands 1 through 7

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

- A. Adoption of this Ordinance reflects a 4% increase rounded up to the nearest penny of all employees not covered by a collective bargaining agreement. The Finance Director and City Manager shall also receive the same increase to their current base salaries.
- B. Except as otherwise provided in the charter, the City Manager is authorized to establish the starting

salary based on a review of comparable positions in similar municipalities. Beginning January 1, 2024, new hires with equivalent experience and/or certification will be brought in at the same rate as other employees in that same classification. If the new hire does not have comparable experience or certification, they may be brought in at a lower starting wage and be provided a 1-3 year pathway, contingent upon positive performance, to achieve equal pay with other employees in the same classification. This pathway will be outlined in the offer letter. If there are no other individuals in the same classification as a new hire, a market range based upon comparable municipalities, may be used to determine a new hire salary.

- C. The City Manager is hereby authorized to increase an employee's salary not to exceed 5.0% within the same position per calendar year.
- D. The City Manager is hereby authorized to increase an employee's salary when a promotion occurs where an employee moves to a higher job classification. The new salary range should be based on a review of comparable positions in similar municipalities.
- E. Where salaried employee(s) of the City of Oxford are traveling outside of Butler County, Ohio under O.R.C. 5502.35 and 5502.41; to work under local, state or federal declared emergency conditions, said employee will be entitled to overtime at a rate determined as follows: divide the employee's annual salary by the sum by 2080 hours and multiply that dividend by 1.5. This will equal the rate of expected reimbursement (from either OEMA, EMAC , FEMA, etc.) for any work exceeding 8 hours per day. Work hours are determined by employee(s) normal scheduled work hours. Salaried employees will be paid the "overtime amount" in the form of a bonus. Furthermore, the City Manager authorizes employees to utilize either vacation time or comp time during EMAC / National deployments.

SECTION 3: Year Round Part Time Employees

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

Year Round Part Time	Number of Employees Authorized	Minimum Pay Rate	Maximum Pay Rate	Notes
City Manager				
Community Outreach Specialist	1	\$ 30.00	\$ 37.00	
Community Development Department				
Inspector	1	\$ 30.00	\$ 37.00	New position for Tobacco Retail Program
Parks & Recreation				
Recreation Technician	2	\$ 14.00	\$ 21.00	
Front Desk Receptionist	3	\$ 14.00	\$ 21.00	
Pre School Teacher Assistant	4	\$ 14.00	\$ 21.00	
Service Department				
Custodian	1	\$ 14.00	\$ 21.00	
Laborers	4	\$ 14.00	\$ 21.00	
Water Plant Operators	2	\$ 20.00	\$ 27.00	
Safety Department – Fire Division				
Fire Inspector	2	\$ 30.00	\$ 37.00	New positions
Fire Division Captains		\$ 22.00	\$ 29.00	Hours per year not # of positions
Fire Division Lieutenants-EMT		\$ 21.00	\$ 28.00	Hours per year not # of positions
Firefighter/Paramedic		\$ 21.00	\$ 28.00	Hours per year not # of positions
Firefighter/Advanced EMT		\$ 21.00	\$ 28.00	Hours per year not # of positions
Firefighter/EMT		\$ 21.00	\$ 28.00	Hours per year not # of positions
EMT-Basic/Paramedic		\$ 21.00	\$ 28.00	Hours per year not # of positions
Student EMTs		\$ 14.00	\$ 21.00	Hours per year not # of positions
Safety Department – Police Division				
Property Custodian	1	\$ 30.00	\$ 37.00	

Police Officer	6	\$ 36.00	\$ 43.00	
Public Safety Assistant	4	\$ 25.00	\$ 32.00	
Dispatcher/Clerk	4	\$ 25.00	\$ 32.00	
City-Wide				
Interns: High school, undergraduate, and graduate level students.	-	\$ 12.00	\$ 18.00	Hours per year not # of positions
Total Year Round PT Employees	35			

Part time is defined as working less than 1,560 hours per year, from October to November. This does not apply to PT Firefighter EMT and Firefighter/Paramedic Fire staffing, who should refer to the Fire Part-Time policy in Exhibit B.

In addition to the above listed number of Year Round PT employees, the City may use up to the following hours for part time staff:

- PT High School, Undergraduate, Graduate and Co-Op interns)- up to 5,000 hours of work
- Firefighter/EMS- Up to 22,600 hours of work

SECTION 4: Seasonal Part Time Employees

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

Seasonal Part Time	Number of Employees Authorized	Minimum Pay Rate	Maximum Pay Rate
Parks & Recreation Department			
Park/Recreation Technician	65	\$12.00	\$19.00
Program Coordinator	3	\$15.00	\$22.00
Service Department			
<i>Street Department</i>			
Laborer	7	\$12.00	\$19.00
Wastewater Division			
<i>Plant</i>			
Laborer	1	\$12.00	\$19.00
<i>Collections</i>			
Laborer	1	\$12.00	\$19.00
Water Division			
<i>Plant</i>			
Laborer	1	\$12.00	\$19.00
TOTAL Seasonal Part-Time:	78		

SECTION 5: Department Heads and Supervisory Employees.

- A. **Defined.** The positions of City Manager, Assistant City Manager, Finance Director, Police Chief, Community Development Director, Service Director, Parks and Recreation Director, and Fire Chief are department heads. These employees in addition to Assistant Finance Director, Deputy Service Director, Streets and Maintenance Manager, Wastewater Collection Manager, Water Distribution Manager, Water Plant Manager and Wastewater Plant Manager for the purposes of group life and accidental death and dismemberment, are considered supervisory employees.
- B. **Overtime.** Department heads are salaried employees and are not entitled to overtime.
- C. **Vacation.** Department heads shall accrue vacation leave monthly at the rates listed in the table below. The City Manager may adjust vacation accrual rates, at the time of hire, based on previous experience in the public, nonprofit, or private sector. The employee begins accruing vacation leave immediately but may only take leave during the first year with City Manager approval.

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

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

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

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

SECTION 6: General Provisions

- A. **Pay Periods.** Employees shall be paid bi-weekly. Pay days shall be on Friday, except when City offices are closed for a holiday on Friday, in which case payday shall be the last workday preceding the holiday.
- B. **Hours of Work.** Full-time, non-contract, and non-salaried employees’ work week shall be forty hours. When directed by their supervisor to work overtime, such employees shall be compensated at the rate of one and one-half (1-1/2) times their base rate of pay for all hours actually worked in excess of forty hours per week.

On Call Pay: Staff who assist their supervisor who are unavailable to be on call, will be paid one hour, at

Commented [JG1]: Ask Mike D. did we change on call to be spread between staff and not just supervisors?

a rate of one and half times their normal rate of pay, per day (24 hours) of coverage. Supervisory staff are not eligible for on call pay.

Call In Pay: Staff who are called in for nonscheduled tasks, after the completion of their normal work day or 30 minutes prior to the start of their next normal work day shall receive a minimum of three (3) hours compensation at one and a half times their normal rate of pay.

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

- C. **Emergency Appointments.** In case of civil unrest or other like emergency, the City Manager may appoint emergency police officers or other volunteer citizens as may be necessary for temporary service during the emergency and shall report this action to the City Council at its next meeting. Such emergency appointees shall be compensated for all time actually worked on behalf of the City.

SECTION 7: Employee Benefits

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

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

- B. **Sick leave.** Sick leave shall be earned by all full-time employees at the rate of ten (10) hours per month and may be accumulated without maximum. Previously accumulated sick leave may be transferred as allowed by law. Under extraordinary circumstances, the City Manager may approve the transfer of sick leave credits from one City employee to another.
- C. **Sick Leave Incentive.** A full-time, non-contract employee shall receive an incentive of two hundred dollars (\$200.00) per calendar quarter if the employee uses no sick leave during that quarter. Use of any hours, including partial hours, of sick leave will result in the employee receiving no payment for that quarter. Any employee who uses no sick leave for a calendar year shall receive an additional two hundred dollar (\$200.00) incentive. The employee shall receive all such incentive payments at the end of each calendar quarter. Any payment shall reflect applicable federal, state, and local withholdings. Sick leave used for Worker's Compensation leave as defined in the Employee Handbook shall not be considered sick leave used for purposes of this paragraph.

Commented [BM2]: Jessica, I am confused by the paid "one hour of overtime" per day of coverage. Does this just mean that the employee is being paid one and a half times their normal rate of pay as "on call" pay? I prefer just saying "one and one half times" their normal rate of pay, since overtime would imply the employee is non-exempt and has worked over 40 hours in the workweek, which may or may not be the case.

As a part of the sick leave incentive, as of December 31, 2007, those employees having a sick leave balance will have those hours banked. Future accruals will not be added to the hours banked, however, all banked hours and any accruals will continue to show on the individuals pay stub to be used should the hours be needed for illness. The banked hours will be held until voluntary departure, death, or lay off, at which time not more than 1,200 banked hours shall be converted to vacation time at the ratio of one-to-one for the first three hundred hours and three-to-one for the remaining nine hundred hours.

- D. Sick leave conversion.** Prior to retirement, an employee with a banked sick leave balance of 280 hours up to a maximum of 1200 hours may convert the balance to vacation or pay at a rate of 5:1. However, there must be 240 hours remaining, and such conversion may only be made by written application to the Finance Department during the month of April, and pay, when requested, will be made on or before May 20. Should an employee on lay-off (who has converted sick leave to vacation) return to City employment, they may within one year of reinstatement repurchase their accumulated sick leave by repaying at the same rate as the pay-off. Such repayment may be in cash, by payroll deduction or use of newly accumulated vacation time.
- E. Paid Parental Leave:** Eligible employees, as defined in the employee handbook, are provided up to twelve (12) weeks of leave after the birth or adoption of his or her child. Of the twelve weeks, eight (8) weeks is Paid Parental Leave paid by the City without the employee having to use her/his accrued vacation and paid sick leave followed by four (4) weeks of Unpaid Parental Leave during which an employee may substitute the unpaid leave with accrued vacation and paid sick leave. Paid and Unpaid Parental Leave can be used as continuous or intermittent leave. The combination of Paid and Unpaid Parental Leave may not exceed twelve (12) weeks.
- F. Payment of Health Insurance Premiums.** For each full-time employee who participates in the City group medical insurance programs, the City will make a per month per employee contribution as determined by the budget during the effective period of this Ordinance for health/medical insurance, major medical, prescription insurance, dental insurance and vision care insurance. The Employee will pay a contribution for single coverage or for family coverage, each pay period, with deductions being made from gross pay before taxes. The City may offer different health care program options at different employee contribution rates, and may offer an incentive to participate in the City's wellness program.
- G. Holiday Schedule.** There shall be sixteen (16) paid days off for full-time employees as follows: (10 holidays/6 personal days)

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Washington/Lincoln Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
Six (6) Personal Days - 48 Hours (Note: The Juneteenth holiday is granted as 8 personal hours within this total of 48 hours).

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

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

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

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

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

I. Group Life and Accidental Death and Dismemberment Insurance.

The City will pay 100% of the premium for these fringe benefits for coverage in an amount equal to the employee's annual base salary, except that the amount of the insurance coverage provided will be subject to a reduction schedule included in the group policy. Such reductions generally begin at age 65 and are subject to ADEA regulations. These fringe benefits apply only to full-time employees working at least forty (40) hours per week. The City will pay 100% of the premium group life insurance coverage on the Police Chief in an amount equal to one and one-half (1-1/2) times the Police Chief's annual salary to a maximum of \$175,000.

J. Longevity Bonus Pay. Longevity Bonus Pay will only be paid to eligible employees who accrue the required years of service on or before December 31, 2024 and are full-time employees of the City on or before December 31, 2024. To be eligible for Longevity Bonus Pay an employee must meet both requirements.

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

Full-time employees who leave the City's employment and are eligible to receive longevity pay based on the anniversary date in 2025 shall be given the appropriate longevity payment with final pay. All other eligible employees will receive Longevity Bonus pay in November 2025. All eligible full-time employees shall be paid in accordance with the following schedule. Contract employees shall be paid according to the appropriate contracts. The Chief of Police shall be paid longevity according to the current schedule in the Police Supervisors' contract.

Longevity Pay	Rate
After 5 years	\$800
After 6 years	\$825
After 7 years	\$850
After 8 years	\$875
After 9 years	\$900
After 10 years	\$925
After 11 years	\$950
After 12 years	\$975
After 13 years	\$1,000
After 14 years	\$1,025
After 15 years	\$1,050
After 16 years	\$1,075
After 17 years	\$1,100
After 18 years	\$1,125
After 19 years	\$1,150
After 20 years	\$1,175
After 21 years	\$1,200
After 22 years	\$1,225
After 23 years	\$1,250
After 24 years	\$1,275

After 25 years	\$1,300
After 26 years	\$1,325
After 27 years	\$1,350
After 28 years	\$1,375
After 29 years	\$1,400
After 30 years	\$1,425

K. Vacation.

An employee shall accrue vacation rates listed in the table below unless otherwise bargaining unit. New hires with prior public sector experience may provide documentation of prior experience and years of service and earn higher rate. With a written request, the City Manager may review documented prior nonprofit and private experience in the sector and may decide to adjust vacation the employee is to the current position. The employee begins accruing vacation leave immediately but may only take leave during the first year with approval. The City Supervisor is authorized to grant up to 40 hours of the employee's vacation leave to be used in advance of their first-year anniversary on the basis of extenuating circumstances.

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

employee shall accrue monthly at the following table below unless covered by a collective bargaining unit. New hires with prior experience may provide of prior experience and years of service and earn higher rate. With a the City Manager may documented prior nonprofit and private decide to adjust vacation the experience is to the current position. begins accruing vacation immediately but may during the first year with approval. The City authorized to grant up to employee's vacation in advance of their first-

L. Reimbursement. Employees authorized and required by the assigned supervisor to drive personal vehicles on official City business shall be reimbursed for actual miles driven at the IRS standard mileage rate in effect. Employees who are out of the City on official business or at authorized training functions shall be reimbursed for meals and other costs according to the travel policy.

M. Continuing Education/Tuition Reimbursement. For 2025, \$10,000 will be budgeted. Depending upon the availability of funds, an employee may be reimbursed for the cost of tuition and required course books for any job-related course, provided that the employee submits a written request for reimbursement on the appropriate form, with a copy of the course description, before taking the class. If only one employee submits a request for a class and receives at least a “B” average in the class, the employee will receive 50% of the amount budgeted. An employee who receives a final grade of “A” will receive 100% of the amount budgeted as reimbursement. Should there be more than one employee requesting tuition reimbursement, the funds will be distributed equally among those employees who have completed their classes and received their final grades as noted above. For example, if three (3) employees submit requests and all three receive a final grade of “A” for their classes, the amount budgeted will be divided among the three and the funds will be distributed equally at the end of the year. Requests for reimbursement should be submitted to the Human Resources Department.

SECTION 8: Applicability

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

SECTION 9: Repeal of Conflicting Ordinances

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

ADOPTED: _____ MAYOR

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: William Snavelly

Exhibit A

2025 Pay Band Rates				
Pay Bands: Pay bands are classifications of jobs in a broad category. Each band demonstrates a minimum to maximum pay for a grouping of similar types of positions. It does not represent a minimum to maximum pay for any one position.				
	Min Hourly	Min Annual	Max Hourly	Max Annual
Pay Band 7	\$40.32	\$83,867.26	\$72.45	\$150,688.51
Pay Band 6	\$31.37	\$65,242.11	\$55.66	\$115,774.46
Pay Band 5	\$26.87	\$55,897.09	\$45.25	\$94,120.83
Pay Band 4	\$23.61	\$49,104.64	\$38.28	\$79,627.39
Pay Band 3	\$21.40	\$44,518.66	\$36.09	\$75,063.04
Pay Band 2	\$20.03	\$41,663.23	\$32.48	\$67,556.74
Pay Band 1	\$18.10	\$37,639.68	\$29.36	\$61,067.14

Exhibit B:

Fire Division Part Time Policy

Fire Division: Part Time Employee Hours Policy

I. GENERAL ORDER

1. No Paid-On-Call or Part-time employee may be scheduled in excess of fifteen hundred fifty nine (1559) hours in any given year. For the purposes of calculating the 1559 hours, the period will begin on November 1 and end on October 31 (Fiscal Year).
2. No Paid-On-Call or Part-time employee may work in excess of one hundred-six (106) hours in any pay period without approval from the Fire Chief.
3. Part-time employees will only be scheduled for a maximum of 30 hours per week on average, or a maximum of 1559 hours annually.
4. Part-time employees who have documented health care insurance through another employer or provider may decline health insurance coverage from the City of Oxford. Those employees declining health care insurance may voluntarily sign up for additional hours once the schedule is posted, up to a maximum of 2,500 hours per year.
 - a. Should the part-time employee lose or cancel their insurance coverage for any reason, they will then be held to the 1559 hour limit for the current year. Should the employee already be in excess of 1559 they will not be eligible to work for the remainder of that fiscal year.
5. Any hours worked in the employee's hired capacity or similar function to their hired capacity shall be calculated as total hours worked for that pay period and year. Performing other sanctioned duties other than those for which the employee was hired shall not be included in total hours.
6. Due to employees working trades and picking up additional shifts, it is the responsibility of the employee to keep from working in excess of one hundred-six (106) hours in any given pay period, and fifteen hundred fifty-nine (1559) hours in any given fiscal year.
7. Any employee with a set schedule is ultimately responsible for all of their scheduled shifts. The employee must keep this in mind when picking up or covering shifts.
8. All employees assigned to "part-time" status are required to work a minimum of 12 hours in each two week pay period. Employees may have these hours waived by the Fire Chief if no shifts are available.

Enforcement:

1. Any employee of this department working in excess of one hundred-six (106) hours in any given pay period without authorization from a Chief Officer, will be subject to disciplinary action as outlined in the City of Oxford Employee Handbook.
2. Should an employee work fifteen hundred fifty-nine (1559) hours within a given fiscal year, then that employee will immediately be placed on Administrative Leave without pay until November 1 of that year, unless they have waived health insurance.
3. Should an employee meet the fifteen hundred fifty-nine (1559) hour maximum prior to the end of the fiscal year, without waiving health insurance, each uncovered scheduled shift will be cause for disciplinary action as outlined in the City of Oxford Employee Handbook.