AGENDA
OXFORD CITY COUNCIL REGULAR MEETING

COURTHOUSE

TUESDAY, MAY 6, 2025 AT 7:30 PM

William Snavely, 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.

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1. Roll Call.

2. Pledge of Allegiance.

3. Approval of Agenda.

4. Public Participation.

   A. Swearing-In of Sergeant Anthony Jones, Jr. (John Jones, Police Chief)

   B. Proclamation - Oxford Historic Preservation Day

   C. Public Comments

   The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. 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 April 15, 2025, City Council Meeting. (Heather Barbour, Clerk of Council)

B. A Resolution Authorizing The City Manager To Enter Into A Contract With Jefferson Health Plan To Assist With Our Self-Insured Health Benefits Program. (Jessica Greene, Assistant City Manager)

C. A Resolution Authorizing The City Manager To Enter Into A Contract With Ameritas To Be The City Of Oxford Dental Insurance Provider For Employee Health Benefits. (Jessica Greene, Assistant City Manager)

D. A Resolution Authorizing The City Manager To Enter Into A Contract With Reliance Matrix To Be The City Of Oxford's Life Insurance Provider As Part Of The City's Comprehensive Employee Benefits Program. (Jessica Greene, Assistant City Manager)

E. A Resolution Authorizing The City Of Oxford To Enter Into A Contract With EVO Pharmacy Benefits For Pharmacy Benefit Management Services (Jessica Greene, Assistant City Manager)

F. A Resolution Authorizing The Sale Of Salvaged, Junk, And/Or Abandoned Motor Vehicles. (John Jones, Police Chief)

G. 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 Waive The Fees Adopted In The Fee Ordinance For The Street Closures And Parking Meter Costs For The Oxford Chamber

Of Commerce For The 2025 Annual Oxford Wine & Craft Beer Festival. (Jessica Greene, Assistant City Manager)

B. A Resolution To Accept The Recommendation Of The Recreation Board And To Authorize A Letter Of Request To Butler County Regional Transit Authority For Expanded Transportation Routes (Jessica Greene, Assistant City Manager)

C. A Resolution Accepting The Recommendation Of The Housing Advisory Commission To Work With Empower Me Living And Inclusive Housing Resources To Develop 5234 Hester Road And Instructing The City Manager To Begin Negotiations To Prepare Development And Purchase Agreements (Jessica Greene, Assistant City Manager)

D. A Resolution Accepting The Recommendation Of The Public Art Commission Of Oxford, And Authorizing The Release Of A Call For Art For A Mural Installation At The City Of Oxford Public Parking Garage (Jessica Greene, Assistant City Manager)

E. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Benchmark Land Management, LLC For The Construction Of Road, Drainage, And Sidewalk Improvements On South Locust Street At A Cost Of $430,709.00 Plus A Contingency In The Amount Of $43,070.90 For A Total Cost Not To Exceed $473,779.90. (Michael Dreisbach, Service Director)

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 Amending Ordinance No. 3783 Supplemental Budget Ordinance Number 3 To Make Supplemental Appropriations For Fiscal Year 2025. (Heidi Ridenour, Finance Director)

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.

May 7	Environmental Commission	Municipal Building	6:00 p.m.
May 12	Oxford Recreation Board	Municipal Building	11:30 a.m.
May 13	Planning Commission	Courthouse	7:00 p.m.
May 15	Police Community Relations & Review Commission	Courthouse	7:00 p.m.
May 20	City Council Executive Session	Courthouse	7:15 p.m.
May 20	City Council	Courthouse	7:30 p.m.
May 21	Board of Building Appeals	Courthouse	5:30 p.m.
May 26	City Offices CLOSED		
May 27	Board of Zoning Appeals	Courthouse	6:30 p.m.
June 3	City Council - CANCELED		
June 5	Housing Advisory Commission - CANCELED	Municipal Building	5:00 p.m.
June 9	City Council Special Meeting	Courthouse	7:30 p.m.
June 10	Oxford Parking & Transportation Advisory Board	Municipal Building	8:30 a.m.
June 17	City Council Priorities Budget Work Session	Courthouse	6:30 p.m.
June 17	City Council	Courthouse	7:30 p.m.

9. Adjourn.

Office of the Mayor

Proclamation

Whereas: historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "Harnessing The Power Of Place" is the theme for National Preservation Month May 2025, cosponsored by the City of Oxford and the National Trust for Historic Preservation; and

WHEREAS, on Wednesday, May 28, there will be a day of activities celebrating historic sites in Oxford, offering interior tours and recognizing property owners who have led by example.

NOW, Therefore, I, Chantel L. Raghu, Vice-Mayor of the City of Oxford, Ohio, do hereby proclaim May 28, 2025, as:

"Oxford Historic Preservation Day"

and call upon the people of Oxford to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 6th day of May 2025

CLR

CHANTEL L. RAGHU, VICE-MAYOR

MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, APRIL 15, 2025 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.

A regular meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, April 15, 2025, at 7:30 p.m. Members in attendance were Chantel Raghu, Jason Bracken, Amber Franklin, David Prytherch, Alex French, and Michael Smith.

Staff Members in Attendance

Mr. Douglas R. Elliott, Jr., City Manager; Mr. Michael Dreisbach, Service Director; Mr. Sam Perry, Community Development Director; Mr. John Detherage, Fire Chief; Ms. Heidi Ridenour, Finance Director; Ms. Deanna Barbour, Acting Parks and Recreation Director; Mr. Chris Conard, Law Director, and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

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

4. Public Participation.

A. Proclamation - Arbor Day 2025

Mr. Dreisbach accepted the Proclamation on behalf of the Environmental Commission.

B. Presentation - TOPPS Annual Update

Ms. Sherry Martin, Executive Director of TOPSS, began the presentation (slides included in minutes) with the 2024 impact numbers. Ms. Martin reported that TOPSS had served 1,421 families and individuals, fed 3,486 people and 1,397 households, and made 2,846 home deliveries. Ms. Martin shared the housing stability impact and cold shelter impact numbers. Ms. Martin touched on a few challenges the cold shelter presented. Ms. Martin concluded her presentation with a building update and offered to answer any questions.

C. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. 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.

Public Comment—Ms. Ann Fuehrer, Dana Drive—Ms. Fuehrer congratulated TOPSS on their work. Ms. Fuehrer mentioned her time at TOPSS as the Executive Director during the pandemic. Ms. Fuehrer thanked the City and the County for the ARPA funds for the new building. Ms. Fuehrer noted that some of the changes at the federal level will be devastating locally. Ms. Fuehrer stated that OASH is working to increase community awareness of the need for affordable housing.

Public Comment - Ms. Sydney Smith and Ms. Sarah Fitz Simmons, Spring Street - Ms. Smith and Ms. Fitz Simmons explained they are Miami students and that they are working on a community engagement project for a class. Ms. Smith stated that one common issue was litter, especially in the uptown area. Ms. Smith mentioned the significant and sufficient amount of garbage cans along High Street, but there is a lack of public recycling available. Ms. Smith suggested that the implementation of recycling bins would be beneficial. Ms. Smith mentioned discussions and a survey with community members and students. Ms. Smith reported a lot of interest was shown in implementing these public recycling bins, especially along High Street near Bagle and Deli and Skippers. Ms. Smith thanked the Council for considering their ideas.

Ms. Smith and Ms. Fitz Simmions submitted an online public comment to Council, also included in the minutes.

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. Franklin
AYE # 7
NAY # 0
ABS # 0

A. Minutes from the April 1, 2025, City Council meeting. (Heather Barbour, Clerk of Council)

B. A Resolution Declaring Certain City Property No Longer Needed For Any Municipal Purpose As Surplus And Authorizing Its Advertisement And Sale To The Highest Bidder By Internet Auction. (John Detherage, Fire Chief)

C. A Resolution Declaring Certain City Property No Longer Needed For Any Municipal Purpose As Surplus And Authorizing Its Advertisement And Sale To The Highest Bidder By Public Auction, Including Internet Electronic Auction Or Donation To A Public Agency Or Non-Profit Corporation. (Michael Dreisbach, Service Director)

6. Resolutions.

A. A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Elam's Excavating, LLC For The Replacement And Upsizing Of The High Street Water Main From College Avenue To Locust Street At A Cost Of

$223,793.50 With A Contingency In The Amount Of $22,379.35 For A Total Cost Not To Exceed $246,172.85. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7698.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prythrch
AYE # 7
NAY # 0
ABS # 0

Public Comment - None.

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

B. A Resolution To Declare The Necessity And Intent To Acquire A Perpetual Easement Over Certain Parcels Of Real Estate Owned By Lara C. Osborne, Trustee, With Interest By Others, To Expand The Oxford Area Trail System (OATS) By Adding The Roadway Trail For Phase V Of This Multimodal Transportation Project Located In The City Of Oxford, Ohio. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7699.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Public Comment - None.

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

C. A Resolution To Declare The Necessity And Intent To Acquire A Perpetual Easement Over A Certain Parcel Of Real Estate Owned By EVR Investments, LLC, With Interest By Others, To Expand The Oxford Area Trail System (OATS) By Adding The Roadway Trail For Phase V Of This Multimodal Transportation Project Located In The City Of Oxford, Ohio. (Michael Dreisbach, Service Director)

Motion – To Adopt Resolution No. 7700.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

Public Comment - None.

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

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 To Appropriate Certain Real Property Interests Owned By Lara C. Osborne, Trustee, To Expand The Oxford Area Trail System (OATS) By Adding The Roadway Trail For Phase V Of This Multimodal Transportation Project Located In The City Of Oxford, Ohio, And Declaring An Emergency. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3820.
(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

Public Comment - None.

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

2. An Ordinance To Appropriate Certain Real Property Interests Owned By EVR Investments, LLC, To Expand The Oxford Area Trail System (OATS) By Adding The Roadway Trail For Phase V Of This Multimodal Transportation Project Located In The City Of Oxford, Ohio, And Declaring An Emergency. (Michael Dreisbach, Service Director)

Motion – To Adopt Ordinance No. 3821.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prythech

AYE # 7
Ms. Franklin, Ms. French, Mr. Bracken, Mr. Prytherch, Mr. Smith, and Mayor Snavely.
NAY # 0
ABS # 0

Public Comment - None.

Mr. Dreisbach presented his staff report and addressed questions and comments from the Council.

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.

Apr 16	Board of Building Appeals - CANCELED	Courthouse	5:30 p.m.
Apr 17	Housing Advisory Commission	College@Elm	5:00 p.m.
Apr 22	Board of Zoning Appeals - CANCELED	Courthouse	6:30 p.m.
May 1	Housing Advisory Commission	College@Elm	5:00 p.m.

May 6	City Council	Courthouse	7:30 p.m.
May 7	Environmental Commission	Municipal Building	6:00 p.m.

9. Adjourn.

Motion – To Adjourn at 8:15 p.m.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 7
NAY # 0
ABS # 0

TOPSS UPDATES

2024 IMPACT

1,421
FAMILIES & INDIVIDUALS SERVED

3,486 PEOPLE FED
1,397 HOUSEHOLDS FED

2,846
HOME DELIVERIES

HOUSING STABILITY IMPACT

$34,866.85

IN RENT & UTILITY AID DISTRIBUTED BY TOPSS

$62,597.15

TOTAL RENT & UTILITY ASSIST. IMPACT OF TOPSS & CHURCHES

134

HOUSEHOLDS KEPT IN THEIR HOMES

COLD SHELTER IMPACT

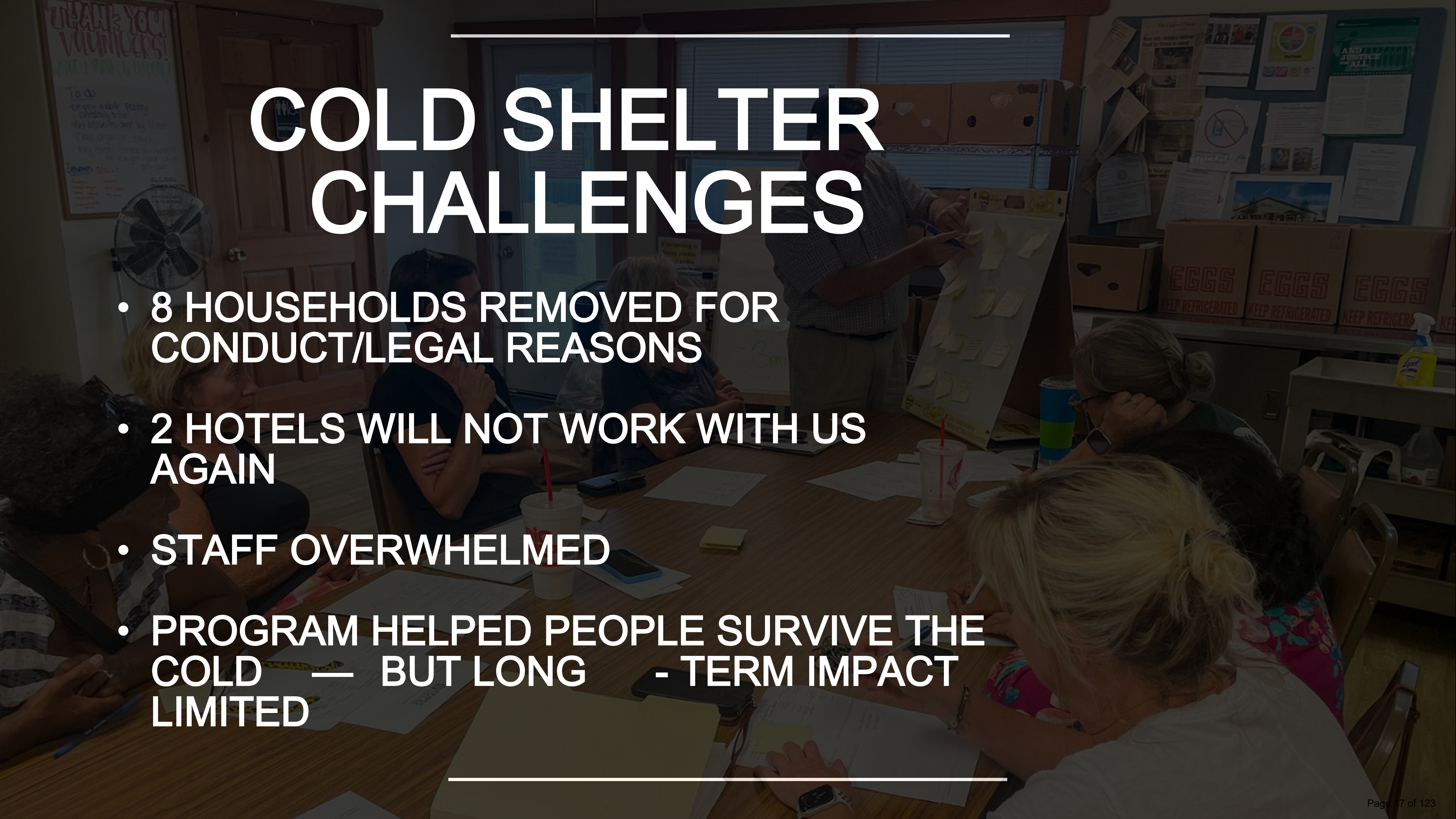
47 INDIVIDUALS SHELTERED

29 HOUSEHOLDS SHELTERED

539
NIGHTS STAY PROVIDED

10
HOUSEHOLDS STABLY HOUSED

$41,181
TOTAL DOLLARS SPENT SHELTERING



COLD SHELTER CHALLENGES

- 8 HOUSEHOLDS REMOVED FOR CONDUCT/LEGAL REASONS
- 2 HOTELS WILL NOT WORK WITH US AGAIN
- STAFF OVERWHELMED
- PROGRAM HELPED PEOPLE SURVIVE THE COLD — BUT LONG - TERM IMPACT LIMITED

BUILDING UPDATES

- WE HAVE APPLIED FOR A BUILDING PERMIT!
- WE ARE READY TO BID!
- WE PLAN TO BREAK GROUND IN JUNE AND COMPLETE THE PROJECT SPRING OF 2026.

Thank you!

Public Comment To Council

Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* **First Name**

Sarah

Enter your First Name

* **Last Name**

FitzSimmons

Enter your Last Name

* **Address**

4538 Hastings Newville Road

* **City**

Bellville

* **State**

Ohio

* **Email**

[redacted]

Phone

[redacted]

* **I am a...**

- [ ] **Visitor**
- [ ] **Resident (i.e. must live within the corporate boundaries)**
- [ ] **Business Manager**
- [ ] **Business Owner**
- [ ] **Employee in Oxford**
- [x] **Student**
- [ ] **Other**

* **Comment(s)**

From Sarah [redacted] and Sydney Smith [redacted] We would be interested in the City of Oxford implementing public recycling bins along High Street to help combat the litter issue in Uptown. There are numerous trash cans located along High Street, however there is a lack of recycling which is reflected by aluminum cans and bottles covering the ground in certain areas of Uptown. Oxford stakeholders including Miami students and permanent community members were receptive to the idea based on in-person discussions and an online survey. When reaching out to stakeholders we discussed the implementation of up to 4 recycling bins, the most agreed upon location if at least one bin was to be implemented is in front of Skippers (Bagel & Deli). We are interested to hear opinions and comments on this matter.

Make a public comment for review by City Council

History

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:	3/12/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A Contract With Jefferson Health Plan To Assist With Our Self-Insured Health Benefits Program. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
The City of Oxford currently operates under a self-funded health insurance model, which allows greater flexibility in benefit design and cost control. To optimize the administration of this plan, staff recommends entering into a contract with Jefferson Health Plan, a well-established consortium specializing in public sector health plan management.

Jefferson Health Plan (JHP) is a recognized public sector healthcare consortium with over 30 years of experience supporting local governments, school districts, and public entities across Ohio.

Key Benefits

- Public Sector Expertise: JHP is built for and by public entities, offering solutions that align with the City's operational and fiscal priorities.
- Cost Savings: Through cooperative purchasing power, data analytics, and plan management, JHP can help the City better contain costs and improve budget predictability.
- Regulatory Support: JHP provides compliance assistance to help the City navigate complex federal and state health regulations, including ACA requirements.

- Member Services: The organization offers enhanced support for employees, including wellness programs, member advocacy, and educational tools.
- Customizable Solutions: JHP allows the City to retain control over plan design while benefiting from expert guidance and administrative support.

This contract needs Council approval because it will be over $50K annually. We pay per employee per month, so the exact annual cost is an estimate. The Jefferson Health Plan monthly cost per employee is $1,615.00.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JEFFERSON HEALTH PLAN TO ASSIST WITH OUR SELF-INSURED HEALTH BENEFITS PROGRAM.

WHEREAS, Jefferson Health Plan is organized and operates as a Council of Governments under Ohio Revised Code Chapter 167 with membership open to political subdivisions within and outside of the State of Ohio; and

WHEREAS, provides health care and related employee benefit programs to over 180 public employer member organizations throughout the States of Ohio, Michigan, Tennessee and Virginia; and

WHEREAS, the Jefferson Health Plan covers over 22,000 employees consisting of member organizations such as school districts, cities, townships, port authorities, county government employees, libraries, villages, etc; and

WHEREAS, the Jefferson Health Plan is an allocated balance model approach. Within this structure, each member organization has ownership of its own reserve balance and earns interest income on those reserves; and

WHEREAS, the City Manager recommends Council authorize the City Manager to enter into a contract with Jefferson Health Plan to assist with our self-insured health benefits program.

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

SECTION 1: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to enter into a contract with Jefferson Health Plan to assist with our self-insured health benefits program.

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)

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:	3/26/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A Contract With Ameritas To Be The City Of Oxford Dental Insurance Provider For Employee Health Benefits. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
Each year, City staff meet with HUB, our benefits management consultant, to review health insurance plan performance and providers of service.

For 2025, HUB recommended a change from Delta Dental to Ameritas for dental coverage. This change will result in significant savings for the City of Oxford insurance costs and still provide high quality dental service to our employees. Ameritas also enhanced the plan by increasing out-of-network coverage to 90%, reducing the deductible to 1x per lifetime instead of per year, and raising the annual maximum to $1,500.

We are bringing this contract to Council for approval because it is over $50K. The exact annual amount is an estimate because we pay per plan enrollee per month. The per-month cost breakdown is as follows:

Member – 28.96
Member + Children – 50.92
Member + Spouse – 31.60
Family – 82.52

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AMERITAS TO BE THE CITY OF OXFORD DENTAL PROVIDER FOR EMPLOYEE HEALTH BENEFITS.

WHEREAS, the City of Oxford is committed to providing quality healthcare benefits to our employees, including access to comprehensive dental care; and

WHEREAS, Ameritas has demonstrated a strong reputation for reliable and cost-effective dental insurance coverage with a broad provider network; and

WHEREAS, Ameritas offers competitive premium rates and plan options that meet the diverse needs of City of Oxford employees and their families; and

WHEREAS, the selection of Ameritas as the dental service provider was made following a review of available options, ensuring the City of Oxford receives the best value and service;

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

SECTION 1: Council hereby accepts the recommendation and authorizes the City Manager to enter into a contract with Ameritas to be the City of Oxford dental provider for employee health benefits.

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 OHIO
HOME OF MIAMI UNIVERSITY

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:	3/26/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Enter Into A Contract With Reliance Matrix To Be The City Of Oxford's Life Insurance Provider As Part Of The City's Comprehensive Employee Benefits Program. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
The City of Oxford recommends contracting with Reliance Matrix to provide employer-sponsored life insurance for city employees.

Employer-sponsored life insurance is a critical component of a competitive employee benefits package. It offers financial protection and peace of mind to employees and their families in the event of unforeseen circumstances. As part of the City’s ongoing commitment to employee well-being, staff has worked with HUB, our benefits consultant, to review several providers offering group life insurance plans and employee support services.

Reliance Matrix was selected for significant cost savings and for quality performance. Reliance Matrix, offered an 18% premium reduction ($46k savings) and matched provisions from our previous life insurance provider, to ensure employees benefits remained without change.

This contract needs Council approval because it will be over $50K annually. We pay per plan enrollee per month, so the exact annual cost is an estimate. This equates to roughly $11,532 monthly or $138k annually.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RELIANCE MATRIX TO BE THE CITY OF OXFORD'S LIFE INSURANCE PROVIDER AS PART OF THE CITY'S COMPREHENSIVE EMPLOYEE BENEFITS PROGRAM.

WHEREAS, the City of Oxford is committed to providing competitive and comprehensive benefits that support the well-being and financial security of its employees and their families; and

WHEREAS, Reliance Matrix has demonstrated a strong reputation for reliability, customer service, and innovative employee life insurance benefit solutions; and

WHEREAS, Reliance Matrix offered an 18% reduction in life insurance premiums, resulting in a cost savings of approximately $46,000 for the City, while matching the provisions of the previous life insurance provider to ensure continuity of benefits for employees; and

WHEREAS, adopting Reliance Matrix as the life insurance provider reflects the City's commitment to prudent fiscal management and continued support for its workforce; and

WHEREAS, the City Manager recommends Council authorize the City Manager to enter into a contract with Reliance Matrix to provide life insurance as part of the City's comprehensive employee benefits program.

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

SECTION 1: Council hereby accepts the recommendation and authorizes the City Manager to enter into a contract with Reliance Matrix to provide life insurance as part of the City's comprehensive employee benefits program.

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

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:	4/17/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The City Of Oxford To Enter Into A Contract With EVO Pharmacy Benefits For Pharmacy Benefit Management Services (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
HUB, our benefits consultant, has arranged for a strong partnership with EVO pharmacy benefits management for our employees. We have seen significant pharmacy savings with this program.

RESOLUTION NO:

A RESOLUTION AUTHORIZING THE CITY OF OXFORD TO ENTER INTO A CONTRACT WITH EVO PHARMACY BENEFITS FOR PHARMACY BENEFIT MANAGEMENT SERVICES.

WHEREAS, the City of Oxford is committed to providing high-quality and cost-effective healthcare benefits to its employees; and

WHEREAS, the City has reviewed and evaluated various options for pharmacy benefit management services to ensure optimal value and service delivery; and

WHEREAS, EVO Pharmacy Benefits offers transparent, data-driven pharmacy benefit solutions that align with the City's goals for healthcare plan management; and

WHEREAS, the partnership with EVO Pharmacy Benefits is expected to result in improved prescription benefit oversight, enhanced employee service experience, and potential cost savings to the City; and

WHEREAS, the City Administration recommends entering into a contract with EVO Pharmacy Benefits following due diligence and consideration;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO:

SECTION I: That the City Manager is hereby authorized to enter into a contract with EVO Pharmacy Benefits as the City of Oxford's pharmacy benefit management provider.

SECTION II: That this Resolution shall take effect and be in full force from and after its adoption.

____
MAYOR

ADOPTED:

ATTEST:____________________________________

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

AMENDMENT TO COALITION MANAGEMENT AND CONSULTING AGREEMENT PHARMACY BENEFIT MANAGEMENT COALITION SERVICES

THIS AMENDMENT TO COALITION MANAGEMENT AND CONSULTING AGREEMENT PHARMACY BENEFIT MANAGEMENT COALITION SERVICES (this "Amendment") is entered into effective as of January 1, 2025 (the "Amendment Effective Date") by and between Advanced Benefit Solutions, Inc., d/b/a ARORx ("Acrisure"), and City of Oxford ("Client") (together the "Parties," and each a "Party") to amend and modify that certain Coalition Management and Consulting Agreement Pharmacy Benefit Management Coalition Services, dated January 1, 2024 (the "Coalition Agreement").

In consideration of the foregoing, and the mutual obligations and covenants set forth below the Parties agree as follows:

1. The Coalition Agreement is hereby modified, superseded, amended and replaced in its entirety with the Advisory Agreement attached hereto (the "Advisory Agreement") as Exhibit A, and the Advisory Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. In the event of any inconsistency or contradiction between the terms of this Amendment, the Advisory Agreement, and the Coalition Agreement, the provisions of the Advisory Agreement shall control.

2. The Parties may execute this Amendment and the Advisory Agreement in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of the Amendment and the Advisory Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

ADVANCED BENEFIT SOLUTIONS, INC. D/B/A ARORX	**CITY OF OXFORD**
By: ______________________	By: ______________________
(Authorized Signature)	*(Authorized Signature)*
Ryan G. Foley	Douglas Elliot
Executive Vice President	City Manager

Exhibit A
Advisor Agreement

This Advisory Agreement (the "Agreement") is entered into effective January 1, 2025 (the "Effective Date") by and between Advanced Benefit Solutions, Inc. d/b/a ARORx, a Michigan corporation ("Advisor"), and the City of Oxford ("Company"). Advisor and Company may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Advisor provides access to a proprietary pharmacy benefit management offering and other supporting advisory services (collectively, the "Services"), that may include assisting companies such as Company in contracting with pharmacy benefit managers ("PBM"), negotiating terms with PBMs, evaluating pharmacy networks and drug manufacturer rebates, providing recommendations in benefit design, implementation management and oversight, drug utilization review and report analysis, and other related services;

WHEREAS, Company desires to retain Advisor to provide some or all of the foregoing Services, subject to the terms and conditions herein; and

WHEREAS, as selected by Company, Advisor has agreed to perform some or all of such Services as specified in the Scope of Services in Section 1 below, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Advisor's Scope of Services.** Advisor will use commercially reasonable efforts to provide the following Services to Company: (a) access to a pre-negotiated PBM offering (as set forth in an agreement by and between Company and the PBM(s) selected by Company), with pre-negotiated pricing and other terms; (b) annually monitor and provide oversight of the PBM(s) selected by Company, which includes a review of drug utilization reporting and trend analysis; and (c) with Company's prior approval, research and investigate alternative reimbursement opportunities ("AROs") for all high-cost claims.

2. **Compensation to Advisor**. Advisory fees and compensation owed to Advisor will be paid through a fee attributable to high-cost drug management ("HCDM") savings directly paid by Company to Advisor. Specifically, thirty percent (30%) of HCDM savings will be assessed to Company by Advisor on a monthly basis. Each HCDM savings opportunity will be assessed a percentage of savings to Company until the member ceases to take the medication or is terminated from Company's employee benefit plan ("Plan"), whichever comes first. Savings are calculated by the subtracting the new price of the drug (ingredient cost + dispensing fee + sales tax minus member pay) from the current price (ingredient cost + dispensing fee + sales tax - member pay).

3. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"). The Initial Term shall automatically renew in successive one (1) year periods (each, a "Renewal Term"), unless either

Party notifies the other Party in writing at least thirty (30) days' prior to the end of the Initial Term or applicable Renewal Term (the Initial Term and the Renewal Term(s) being the "Term"). Any expiration or termination of this Agreement shall not relieve either Party from its responsibilities in respect of any breach of this Agreement prior to such expiration or termination. Any termination of this Agreement by Company without cause shall result in a payment to Advisor of actual damages, including, but not limited to, the balance due on the remaining Term. Notwithstanding anything in this Agreement to the contrary, Company may immediately terminate this Agreement if Advisor (i) is in breach of any material term or condition hereof, and such breach continues for thirty (30) days after receipt by Advisor of written notice from Company specifying the breach and has undertaken steps to cure said breach; (ii) has made an assignment for the benefit of creditors; (iii) has had substantially all of its assets placed in the control of a receiver or trustee for thirty (30) days or longer; (iv) has filed a voluntary petition for bankruptcy, or sought to effect a plan of liquidation or reorganization; or (v) has had bankruptcy proceedings brought against it by a third party that are not contested and discharged within sixty (60) days.

4. **Independent Contractor**. It is expressly understood and agreed by the Parties that Advisor and Company will always be and act as independent contractors. No act or failure to act by any Party shall be construed to make or render the other Party to this Agreement its partner, joint venture, employee, company, principal, agent or associate. Advisor, its agents, employees and representatives, shall not be employees of Company for any purpose and are specifically excluded from Company's compensation and benefits policies. Advisor is responsible for ensuring all of its agents, employees, or representatives are legally authorized to work, paid all wages due them in accordance with applicable law, and covered under Advisor's insurance coverage for liability, workers' compensation, and unemployment insurance. Advisor shall not have the authority, or hold itself out as having the authority, to substantially negotiate or conclude contracts on behalf of Company.

5. **Confidentiality**.

    5.1 In the course of performing the Services, the Parties recognize that Advisor may come in contact with or become familiar with information to which Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to Company's benefits programs and other proprietary systems, which information may be of value to a competitor. For purposes of this Agreement, Company's confidential information includes, but is not limited to, participant and employee information and records, business, investment and financial data, plans, projections and records, medical, financial, claims and other personal data and information of the participants in Company and the beneficiaries and covered dependents of such participants (including, without limitation, all protected health information as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")). Advisor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees. Further, Company recognizes that Advisor has negotiated highly confidential pricing terms and agreements with PBMs and other companies and, therefore, agrees to treat these terms and agreements as highly confidential and not discuss or divulge it to anyone without the express permission of Advisor.

5.2 All non-public, confidential or proprietary information including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, and shall not be disclosed or copied by the receiving Party (the "Receiving Party") without the prior written consent of the disclosing Party (the "Disclosing Party"). Confidential Information does not include information that is:

5.2.1 in the public domain;

5.2.2 known to the Receiving Party at the time of disclosure; or

5.2.3 rightfully obtained by the Receiving Party on a non-confidential basis from a third party.

5.3 The Receiving Party agrees to use the Confidential Information only in the context of this Agreement.

5.4 The Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section.

6. **Return or Destruction of Confidential Information**. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that the Receiving Party may retain copies of Confidential Information (a) in order to comply with applicable law or regulation or the Receiving Party's records management or similar policy, or (b) that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof, but the Receiving Party shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

7. **Non-Circumvention.** The Company recognizes that Advisor has expended significant time, expense and resources in establishing proprietary terms and agreements with PBMs to develop the Services. Unless Advisor authorizes a direct relationship with a PBM(s) participating in the Services, which may be determined on a case-by-case basis, Company may not circumvent Advisor while this Agreement is in effect, upon expiration of this Agreement, or at any time thereafter, for the purposes of directly negotiating with any recommended and contracted PBM.

8. **Scope of Plan Sponsor's Authority.** Notwithstanding the Services provided to Company

hereunder, Plan Sponsor, as designated in the Plan, retains the full and absolute discretionary authority to construe the terms of its Plan, to interpret the language of Plan documents, to review denied claims, and to make determinations regarding the provision and payment of benefits. Plan Sponsor agrees and acknowledges that Advisor provides the Services within the context of the Plan. Plan Sponsor shall not name Advisor as a fiduciary on any Plan Documents. Plan Sponsor agrees and acknowledges that Advisor does not have discretionary authority or control over the management or disposition of Plan assets. Plan Sponsor acknowledges that Advisor does not have discretionary authority or control over the design, implementation or setup of the Plan.

9. **No Legal or Tax Advice.** The Company acknowledges that Advisor does not and cannot provide legal or tax services and that Company is advised to consult an attorney and/or tax professional, as applicable, to ensure compliance with applicable law. Advisor has no responsibility to advise Company or Plan Sponsor with respect to compliance with any laws, regulations, governmental guidance or other legal obligations. Further, Advisor makes no representation or warranty whatsoever, including, without limitation, with respect to the Plan's compliance with applicable laws, regulations, governmental guidance or other obligations.

10. **Disclaimer of Fiduciary Responsibility.** Nothing contained in this Agreement or any existing agreement between the Parties shall be construed as conveying a fiduciary duty or plan administrator designation upon Advisor. Advisor shall not be required to warrant the accuracy or completeness of any document ordinarily developed by a fiduciary or Plan administrator. To the extent any law or regulation incurs any fiduciary responsibility, Advisor and Company acknowledge and agree that: (a) Advisor shall have no discretionary authority or discretionary control with respect to the management and administration of any employee benefit plan sponsored by the Plan Sponsor; (b) Advisor shall exercise no authority or control with respect to the management or disposition of the assets of Company, including any assets of any employee benefit plan sponsored by Company; and (c) Advisor shall perform the Services pursuant to this Agreement in a non-fiduciary capacity.

11. **Disclaimer/Limitation of Liability. ALL SERVICES ARE PROVIDED "AS IS." ADVISOR MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO SERVICES, OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES (some jurisdictions do not allow the exclusion of implied warranties, so the exclusion of implied warranties may not apply to the User) OR CONDITIONS OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF COMPANY USAGE IN THE TRADE OR BY COURSE OF DEALING. ADVISOR (AND ITS REPRESENTATIVES, AFFILIATES AND LICENSORS) SHALL NOT BE LIABLE TO THE COMPANY (OR TO ANY PERSON**

CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE COMPANY'S RIGHT, TITLE AND INTEREST), WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER THEORY OF LAW OR EQUITY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OR CORRUPTION OF CONTENT, INTERRUPTION OR COMPUTER FAILURE ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL ADVISOR OR ADVISOR'S REPRESENTATIVES, AFFILIATES AND LICENSORS BE LIABLE TO THE COMPANY (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS A SUCCESSOR TO YOUR RIGHT, TITLE AND INTEREST) IN AND FOR AN AMOUNT THAT EXCEEDS THE FEES, IF ANY, RECEIVED BY ADVISOR FROM THE COMPANY WITHIN THE THREE (3) MONTHS PRIOR TO TERMINATION OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.

12. **Indemnification**. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party (the "Indemnified Party") and its trustees, agents, officers and employees harmless against any and all third-party claims, losses, liabilities, judgments, settlements, damages or expenses, together with all costs and expenses related thereto (including reasonable attorneys' fees and costs) (collectively, "Losses"), arising from, related to, or connected with this Agreement, including, without limitations, any third-party actions, suits or proceedings arising from (i) a breach by the Indemnifying Party of any provision of this Agreement, (ii) any claim by a participant relating to services or benefits provided by or received from the Indemnifying Party pursuant to this Agreement, and (iii) any acts or omissions of the Indemnifying Party or its agents, officers, employees or the third-party providers whom Advisor contracts for the Services, except to the extent that such Losses are caused by or due to, in whole or in part, the negligence, gross negligence, recklessness, or intentional or willful misconduct of the Indemnified Party.

13. **Notice.** Any notice or document required or permitted by this Agreement shall be deemed effective when personally delivered in writing or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate Party at the address set forth below and will be deemed given (i) upon delivery, if delivered by overnight delivery service to the address provided below, or (ii) three (3) business days after deposit in the United States mail if delivered by certified or registered mail in the manner described above to the addresses provided below:
    Notice if to Advisor:

    Advanced Benefit Solutions, Inc. d/b/a ARORx

100 Ottawa Ave. SW

Grand Rapids, MI 49503

Attention: Chief Legal Officer

Notice if to Company:

City of Oxford

15 South College Avenue

Oxford, OH 45056

Attention: Douglas Elliot

14. Miscellaneous.

14.1 This Agreement shall be binding upon and shall inure to the benefit of Advisor and Company and to the Parties' successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action or proceeding arising out of or relating to this Agreement, or any related transactions between the Parties shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in Butler County, Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14.3 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.4 Neither Party may assign this Agreement or any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section shall be null and void. Notwithstanding the foregoing, with written notice to Company, Advisor may assign this Agreement and its rights and obligations hereunder to an affiliate or to third party in connection with sale of all or substantially all of its assets.

14.5 This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date.

Advanced Benefit Solutions, Inc. d/b/a ARORx

By: ________________________________

Name: Ryan G. Foley

Title: Executive Vice President

Date: ______________________________

City of Oxford

By: ________________________________

Name: Douglas Elliot

Title: City Manager

Date: ______________________________

PHARMACY BENEFIT MANAGEMENT AGREEMENT

This Pharmacy Benefit Management Agreement ("Agreement") is entered into between Evo First, Inc. ("EVO"), an Arizona corporation, and City of Oxford, an Ohio corporation ("COMPANY"), effective as of the 1st day of January 2025.

WHEREAS, Company provides one or more plans or programs under which eligible individuals receive certain prescription drugs and healthcare related products and services or has contracted to process or participate in providing services to plans or programs that offer such healthcare products and services and desires to have a Pharmacy Drug Benefit Management ("PBM") Program as described in the Agreement under the terms and conditions set forth herein.

WHEREAS, EVO desires to make available to Company the EVO Pharmacy Drug Benefit Management ("PBM") Program through EVO.

WHEREAS, EVO offers certain prescription drug benefit management and administration services, including claims processing, pharmacy network administration, clinical programs, and rebate administration.

NOW THEREFORE, in consideration of the mutual promises and the Agreement, as well as all Addendums and Exhibits attached herein contained, Company and EVO hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Unless otherwise defined in this Agreement or any addendum or amendment hereto, the terms defined in this Article 1 shall have the meanings specified herein for all purposes of this Agreement:

1.1 <u>Administrative Fees</u> means the administrative fees identified in Exhibit B to this Agreement.

1.2 <u>Authorized Representative</u> means an individual who has been designated by the Plan and/or Member as authorized to file claims and /or appeals for Benefits on the Member's behalf pursuant to a duly executed form approved by EVO.

1.3. <u>Average Wholesale Price or AWP</u> means the average wholesale price for a given pharmaceutical product as published by MediSpan and as updated on a weekly basis. In the rare instance where MediSpan does not have a published AWP for a particular prescription drug on the date that a pharmacy is submitting the claim, EVO will use its best efforts to identify a fair compensation to the pharmacy based on WAC; the amount billed to the client will be the exact amount reimbursed to the pharmacy.

1.4 <u>Benefit Plan</u> means the Company's benefit plan(s) pursuant to which Covered Benefits are provided to Members.

1.5 <u>Benefit Plan Information</u> means the information required by EVO to process Claims and provide Services under this Agreement, including processing parameters, coverage rules, and other information related to each Benefit Plan, that is provided to EVO in accordance with this Agreement or that EVO receives in the course of performing services under this Agreement. Benefit Plan Information also includes information regarding Claims except to the extent of any proprietary information of EVO.

1.6 Brand Drug The term brand drug shall mean the following: The multisource code field in Medi-Span contains an "M" (co-branded product), "O" (originator brand), or an "N" (single source brand); however, if the Multisource Code is "O" and there is a DAW Code of 3, 4, 5, 6, or 9, the drug shall be considered a generic drug. The parties agree that when a drug is identified as a brand drug, it shall be considered a brand drug for all purposes under this agreement.

1.7 Business Day means all days except Saturdays, Sundays, and EVO designated holidays. All references to "day(s)" in this Agreement are to calendar days unless "Business Days" is specified.

1.8 Claim means those requests for payment for prescription services, drugs, devices, supplies, or other related items that are processed through the online claims adjudication system or otherwise sent to and/or processed by or through EVO in accordance with the terms of this Agreement, including requests for payment from Participating Pharmacies and Member Submitted Claims. In no event will any requests for payment from a non-participating pharmacy or provider be treated as a Claim unless such non-participating pharmacy or provider is an Authorized Representative as set forth herein.

1.9 Covered Benefits mean those outpatient drugs, products, services, or supplies that are prescribed by a prescriber and covered under a Benefit Plan as set forth in the Benefit Plan Information.

1.10 Dispensing Fee means the fee charged to the Company for the filling of a single prescription for a member as set forth in Exhibit B.

1.11 Effective Date means the earlier of the date this Agreement is fully executed by EVO and the Company or the Implementation Date.

1.12 Formulary means the list of outpatient prescription drugs, devices, and supplies that are covered by the Benefit Plan according to the Benefit Plan Information.

1.13 Generic Drug means the multisource code field in Medi-Span contains a "Y" (generic). An item shall also be considered a generic drug if the Multisource Code is "O" and there is a DAW code of 3, 4, 5, 6, or 9. The parties agree that when a drug is identified as a generic drug, it shall be considered a generic drug for all purposes under this agreement. However, the parties also agree that if the PBM is provided any rebates or other financial benefits for any drug characterized under this agreement as a generic drug, the PBM shall be obligated to pass through all such rebates and financial benefits to client.

1.14 Identification Cards or ID Cards mean printed identification cards containing information about the Covered Benefits to which the Members are entitled.

1.15 Implementation Date shall have the meaning set forth in Section 11.1 of this Agreement.

1.16 Law means all applicable federal, state, and local laws, rules, regulations, acts, statutes, ordinances, codes, constitutions, charters, or orders of a government agency.

1.17 MAC means the then current maximum allowable cost payable for products on the applicable MAC List.

1.18 MAC List means a list of generic, brand, and over the counter drugs, supplies, and devices subject to maximum allowable cost pricing schedules, which such list(s) of drugs, supplies, and devices is developed, selected, and/or updated (including the addition to or removal of drugs, supplies, and devices) by EVO from time to time.

1.19 Member Contribution means that portion of the cost for each Covered Benefit dispensed to a member that is the responsibility of the Member, as set forth in the Benefit Plan Information.

1.20 Member List means the list of Members provided to EVO in accordance with the Agreement. The Member List shall be prepared, maintained, and updated by the Company, and delivered to EVO in accordance with this Agreement.

1.20 Member Submitted Claims means a Claim submitted by the Member or by the Member's Authorized Representative for coverage under a Benefit Plan for a prescription that was dispensed by a pharmacy for which the individual paid the full amount of the cost of the drug.

1.21 Members mean those individuals and their dependents who are entitled to Covered Benefits under a Benefit Plan as identified in the Member List in effect with EVO as of the date the Covered Benefit is provided.

1.22 Other Manufacturer Revenues means, without limitation, compensation or remuneration received or recovered, directly or indirectly, from a pharmaceutical manufacturer for administrative, educational, research, clinical program, or other services, product selection switching incentives, charge-back fees, market share incentives, drug pull-through programs, or any payment amounts related to the number of covered lives, formularies, or EVO's relationship with the Company.

1.21 Participating Pharmacies means those licensed pharmacies that have contracted directly with EVO or an affiliate or contractor of EVO to provide Covered Benefits for Members.

1.22 Pass-Through shall mean the method of charging the Company no more than the actual amount paid by EVO to a Network Pharmacy including all discounts, professional fees, taxes, and dispensing fees and is appliable to all participating Network Pharmacies. Regarding Rebates, Pass-Through shall mean all Rebate earnings received by EVO from manufacturers or rebate aggregators, including Administrative fees, will be retained by the Company.

1.23 Pharmaceutical Manufacturer means a pharmaceutical company that has entered into an agreement with EVO and/or a third-party contractor or rebate aggregator to provide Rebates for pharmaceutical products.

1.24 Rebates means all price concessions paid by a manufacturer or any other third-party (collectively, "Manufacturer") to EVO or its Rebate Aggregator regardless of how characterized by the Manufacturer, including rebates, discounts, credits, fees, manufacturer administrative fees, or other payments that are based on actual or estimated utilization of a Covered Drug or price concessions based on the effectiveness of a Covered Drug. Such term shall include, without limitation, "Other Manufacturer Revenue(s)".

1.25 Rebate Aggregator shall mean a vendor contracted with EVO to provide rebate management and administrative services as set forth in the rebate agreement between such vendor and EVO.

1.25 Wholesale Acquisition Cost or "WAC" shall mean the manufacturers' published catalog or list price for a drug product to wholesalers, as established and updated by MediSpan. Pricing shall be honored based on the accurate pricing from such national drug database as of the date dispensed.

ARTICLE 2 - CLIENT OBLIGATIONS

2.1 Set-Up Forms. EVO may complete set-up form(s) with the Company, obtaining from the Company information related to Company's benefit structure, services selected, and/or other information related to the Company and its Benefit Plan with respect to Services to be provided hereunder. Such Set Up Form will only be effective if signed by the Company. The Company will cooperate with EVO in completing the set-up form(s). Upon receipt of the set-up form(s), the Company shall be responsible for promptly reviewing and confirming that the set-up form(s) is accurate and complete and notifying EVO in writing of any errors and/or inaccuracies.

2.2 Provision of Required Information. The Company shall provide to EVO information in a format and at a frequency required by EVO for EVO to perform the Services, including but not limited to, regular and timely: (i) Member Lists and (ii) Benefit Plan Information. The Company shall be solely responsible for ensuring the accuracy and completeness of its Member List and Benefit Plan Information provided to EVO. The Company shall be obligated to pay EVO for Claims accepted by EVO that are (i) submitted by or on behalf of persons listed as eligible on the Member List, and (ii) consistent with the Benefit Plan Information. Retroactive modification of the Member List and/or Benefit Plan Information will not relieve the Company of liability for those Claims processed prior to such modification(s).

2.3 Required Information for Government Reporting. EVO will provide all data and information to The Centers for Medicare & Medicaid Services (CMS) or their designee(s) to satisfy the group health plan (GHP) and GHP responsible reporting entity obligations under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (the "SUPPORT Act") with respect to the prescription drug coverage administered by EVO in accordance with this Agreement. The Company will cooperate with EVO in collecting and providing the information necessary for EVO to satisfy its obligations hereunder, including but not limited to requesting the Tax Identification number and mailing address for Members.

2.4 Reliance on Company Information. EVO shall have the right to rely on the information and instructions provided by the Company in connection with this Agreement and the Services provided hereunder. Unless and until the Company notifies EVO in writing of any errors or inaccuracies in such information, the information contained therein will be deemed accurate, complete, and acceptable to the Company. Failure of the Company to timely provide to EVO the required information under Sections 2.1 and 2.2 in a format agreed to by the parties may result in postponement of the scheduled Implementation Date (or change date for updated information). The Company acknowledges and agrees that EVO may provide Participating Pharmacies and contractors with access to Member List information, Benefit Plan Information, and Claims data as permitted by this Agreement, and that EVO, EVO contractors, and Participating Pharmacies are entitled to rely on the accuracy and completeness of the information provided by the Company, whether provided electronically, manually, or otherwise except to the extent of any errors caused by EVO in the transmission of such information to such third parties. Further, EVO shall have the right to reasonably rely on instructions from the Company in connection with the provision of Services hereunder. This does not give the Company the right to impose requirements beyond those specified in the Agreement. The Company shall indemnify EVO from any costs, losses, or damages arising solely from EVO's reasonable reliance on the Company's instructions in providing Services hereunder and the Company's failure to provide accurate and timely data or inaccuracies in the set-up form(s), Company's Member List, Benefit Plan Information, or as required under this Article 2.

2.5 Member ID Cards. All ID Cards shall include information necessary for proper prescription drug claims adjudication following then current NCPDP standards and EVO requirements.

2.6 Review of Reports, Statements, and Invoices. Upon receipt from EVO of reports, statements, invoices, and service and/or benefit change requests by the Company or its designee(s), the Company shall be responsible for promptly reviewing and confirming that the reports, statements, invoices, and service and/or benefit change requests are accurate and complete and for promptly notifying EVO in writing of any errors or objections with respect thereto. Unless and until the Company notifies EVO in writing of any errors or objections within thirty (30) days from receipt of such report, statement, invoice, and service and/or benefit change requests, all the information contained therein will be deemed accurate, complete, and acceptable to the Company, and EVO shall have the right to rely on all such information.

2.7 Inquiries. EVO and the Company shall promptly notify each other in writing of all non-routine inquiries by government agencies (including insurance departments and other regulatory bodies), attorneys, Members, and/or others regarding this Agreement or Services provided hereunder to the extent permitted under applicable law. Any response to such inquiries by the Company is subject to the confidentiality provisions contained in Section 8 of this Agreement.

ARTICLE 3 – EVO OBLIGATIONS

3.1 Provision of Services to the Company. EVO shall provide to the Company the services set forth in Exhibit A, and the services described in any attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement ("Services"). In providing services under this Agreement, EVO will endeavor to perform in a manner consistent with that highest degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

ARTICLE 4 – COMPENSATION AND PAYMENT

4.1 Fees. In consideration of the Services provided by EVO, the Company will be responsible for paying EVO and will pay the claim amounts, administrative fees (as defined in Exhibit B), taxes, and any other applicable charge or fee pursuant to the terms set forth in Section 4.2 and Exhibit B, or listed elsewhere in the Agreement or in a corresponding attachment, addendum, work order, or amendment (including letter amendments) to this Agreement, all of which are incorporated by reference into this Agreement (collectively "Fees").

4.2 Payment to EVO. EVO shall provide Company with a statement(s) ("Statement") for fees due no more frequently than on a weekly basis. Upon receipt of each Statement from EVO, the Company shall wire the full amount of undisputed fees included in the Statement within fifteen (15) business days to the bank account(s) designated by EVO. In the event the Company reasonably disputes any amounts included on the Statement, they will provide written notice of such dispute to EVO within ten (10) days of receiving the statement. EVO and the Company will meet within thirty (30) days to discuss in good faith the disputed amounts. In the event EVO and the Company are unable to resolve the dispute within that 30-day period, the Company will pay the disputed amounts within ten (10) days of the end of the 30-day dispute period and such payment will be without prejudice.

4.3 Prompt Pay and Other Deposits. In the event any law requires payment of Claims (whether paper or electronic) to pharmacies and/or Members in less than thirty (30) days, then EVO may, in its sole discretion, require a deposit reasonably sufficient to cover such payments. The Company will provide EVO with the deposit(s) required hereunder within thirty (30) days of receipt of the request, which such deposit(s) EVO may retain until termination and/or use to make payments due pursuant to this Agreement or prompt payment laws.

4.4 Failure of the Company to Pay Timely. In the event the Company fails to pay any amount due under this Agreement as set forth herein, in addition to all other rights and remedies under this Agreement and at law and in equity, EVO shall have the following rights and remedies:

4.4.1 Interest and Other Charges. Should the Company fail to pay any amount due under this Agreement within the time frame set forth herein, Company shall be subject to interest charged on all undisputed amounts due at an amount equal to one percent (1%) per month, to accrue on a daily basis on any unpaid balances. In addition, the Company agrees to reimburse EVO for such costs and expenses, including reasonable attorneys' fees, to the extent that EVO has made reasonable attempts to collect such amounts directly from the Company.

4.4.2 Suspension of Services. If fifteen (15) days have elapsed from the time any amount described in this Article 4 was due to EVO, and payment in full (including any accrued interest) has not been received at the EVO designated bank account, then EVO may suspend its services and system operations for the Company upon written notice to the Company provided all past due amounts (including interest) have not been cured in full within two (2) business days after receiving such a notice.

4.4.3 Security Deposits. Should the Company fail to pay any undisputed amount due under this Agreement within the time frame set forth herein for two (2) consecutive payment periods, EVO shall have the option, in its sole discretion, to require the Company to provide EVO a deposit in an amount equal to twice the average Statement amount over the previous six (6) months, or, if there is less than six (6) months billing history, then such deposit shall be twice the average Statement amount over the actual billing history. The Company will provide EVO with the deposit(s) required hereunder within thirty (30) days of receipt of the request, which such deposit(s) EVO may retain until termination and/or use to make payments due pursuant to this Agreement or prompt payment laws.

4.4.4 Offsets. In the event of any uncured payment default, the Company authorizes EVO to offset the amount of such payment defaults and collection costs against any Company related amounts otherwise payable to the Company (including, without limitation, any Rebate amounts or deposit, if any).

4.4.5 Status of Payments to Participating Pharmacies and Members. EVO is not required to render payments to Participating Pharmacies or Members for Claims unless and until EVO has received payment for the Claims from the Company. In the event EVO renders Claim payments to Participating Pharmacies and/or Members prior to receipt of Claims payment from said Party, such payments shall not constitute a waiver of any of EVO's remedies with respect to non-payment and shall not establish a course of dealing between EVO and the Company.

4.5 Sales and Use Taxes. Any applicable sales, use, excise, or other similarly assessed and/or administered tax, surcharge, and/or similar fees ("Tax(es)") (i) imposed on EVO, its affiliates, its contractors, and/or a Participating Pharmacy by a governmental authority based upon the provision of Covered Benefits or other Services hereunder to Members and/or (ii) which EVO or one of its affiliates may incur or be required to pay arising from or relating to EVO's, its affiliates', and/or its contractors' performance of Services in any jurisdiction, will be the sole responsibility of the Company. Such tax amounts may be included on Statements provided to the Company, which the Company shall pay in accordance with Section 4.2 above. Otherwise, taxes shall be paid by the Company within thirty (30) days of receipt of notice from EVO of such tax amounts due. In no event shall EVO be liable for any such taxes or the determination or calculation thereof.

4.6 Not Plan Assets. The Company acknowledges and agrees that the Company, Benefit Plans, and Members do not have a property interest in any amounts paid to EVO under this Agreement. Amounts paid to EVO under this Agreement are not plan assets.

ARTICLE 5 – RECORDS

5.1 Use of Information. The Company may use, reproduce, or adapt information obtained in connection with this Agreement, including, without limitation, claims data information and eligibility information, only as permitted by this Agreement and the Business Associate Agreement between EVO and the Company.

5.2 Ownership of Information. Without limiting the generality of Section 5.1, and subject to the restrictions set forth therein, all Benefit Plan Information is the property of the Company. The Company agrees that the aggregate compilations of information contained in any and all databases developed by EVO or its designees, and any prior and future versions thereof, are the property of EVO and protected by copyright which shall be owned by EVO. In no event will the preceding sentence be interpreted or operate to limit or impede the Company's rights with respect to Benefit Plan Information.

5.3 Third Party Data Access. EVO will provide the Company's third-party vendors with access to Benefit Plan Information in EVO's possession upon the Company's request or direction. EVO may require such third-party vendors of the Company to execute a non-disclosure/confidentiality and/or license agreement prior to providing such data access. The Company represents and warrants that they shall have and maintain a business associate agreement with such third-party vendors.

5.4 Open Records Requests. The Company agrees to give EVO notice and the minimum statutory or regulatory period of time to oppose or request redactions or limitations on any disclosures under a third-party freedom of information or open records request pertaining to this Agreement and/or any proposals related hereto.

5.5 Right to Audit Claims and Business Records.

5.5.1 Company Audits. The Company, at its sole expense, may audit records of paid Claims annually during normal business hours following one hundred twenty (120) days written notice. The Company or its designee have the right to audit all financial aspects of EVO's business associated with the Company's claims, administrative fees, dispensing fees, rebates, pricing guarantees, prices, and any other financial guarantee or revenue source that is the result of Members' utilization under this

Agreement annually following five (5) business days written notice. EVO shall cooperate fully in the audit and make available all books, records, contracts, including contracts with manufacturers for Rebates or Other Manufacturer Revenue, or any other documentation needed to verify compliance with the Agreement, with no additional charge to the Company. Except as otherwise set forth herein, EVO may not restrict who the Company may select as its designee to perform audits so long as the Company identifies its designee at the time notice of the audit is provided. EVO must ensure that their agreements with drug manufacturers, wholesalers, network pharmacies and/or other entities that EVO engages to perform the duties required under this contract, will not restrict who the Company may select as its designee to perform audits. Should a third party selected by the Company to perform the audit have a conflict of interest with EVO, as defined in accordance with standard accounting principles, the Company will agree to utilize the services of another third party provided that EVO has provided written notice of the conflict interest at least fourteen (14) business days after receiving the audit notice from the Company.

5.5.2 EVO Audits. EVO may, at its own expense and with no less than one hundred twenty (120) days advance written notice that also identifies the third-party designee, inspect and audit, or cause to be inspected and audited, once annually, the books and records of the Company directly relating to the existence and number of Eligible Persons and payment of invoices. Such audit must be performed, at the Company's discretion, on the Company's premises. Should a third party selected by EVO to perform the audit have a conflict of interest with the Company, as defined in accordance with standard accounting principles, EVO will agree to utilize the services of another third party provided that the Company has provided written notice of the conflict interest at least fourteen (14) business days after receiving the audit notice from EVO.

5.5.3 Government Audits. EVO will allow government agencies to audit services provided hereunder as and to the extent required by law. The Company shall provide EVO prompt written notice upon learning that any such regulatory audit is to occur. With such notice, the Company shall provide EVO with a copy of the government agency's audit request (portions not relevant to EVO may be redacted). The Company shall reimburse EVO for its costs and expenses in any such regulatory audit.

ARTICLE 6 – INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnity by the Company. The Company shall indemnify and hold EVO and its contractors, and their officers, directors, shareholders, employees, successors, agents, and assigns ("EVO Indemnitees"), harmless from and against any claims, liabilities, damages, judgments, or other losses (including attorneys' fees) imposed upon or incurred by EVO Indemnitees arising out of or as a result of any acts or omissions of the Company, or its officers, directors, employees or other agents in connection with its material breach of this Agreement, any intentional acts or gross negligence of the Company or its officers, directors, employees, contractors or other agents, in connection with the performance of any of their respective obligations under this Agreement, including, without limitation, the submission to Members, Participating Pharmacies, and/or Pharmaceutical Manufacturers of inaccurate, incomplete, or false information provided by the Company.

6.2 Indemnity by EVO. EVO shall indemnify and hold the Company, and its officers, directors, shareholders, employees, successors, agents, and assigns ("Client Indemnitees"), harmless from and against any claims, liabilities, damages, judgments, or other losses (including attorneys' fees) imposed upon or incurred by the Company's Indemnitees arising out of or as a result of its material breach of this

Agreement, any intentional acts or gross negligence of EVO, or its officers, directors, employees, contractors or other agents, in connection with the performance of any of their respective obligations under this Agreement.

6.3 Database Limitation. EVO and its contractors may rely on MediSpan in providing the Company with claims adjudication, drug utilization review, and other services under this Agreement. The data available from EVO and its contractors through the databases and Services identified in this Agreement is limited by the amount, type, and accuracy of information made available to EVO by the Company, Participating Pharmacies, Members, and prescribers. EVO has no obligation to acquire information about a Member beyond that provided as part of the Member List and Claims information submitted by Participating Pharmacies. EVO does not warrant the accuracy of reports, alerts, codes, prices, or other data contained in such databases. The clinical information contained in these databases and the Formulary is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, and/or other healthcare professionals involved in Members' care. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Member.

6.4 Internet Security Limitation. The Company acknowledges that the internet is not a secure or reliable environment and that the ability of EVO to deliver internet services is dependent upon the internet and equipment, software, systems, data, and services provided by various telecommunications carriers, equipment manufacturers, firewall providers, and encryption system developers and other vendors and third parties. The Company acknowledges that use of the internet in conjunction with EVO's services entails confidentiality and other risks that may be beyond EVO's reasonable control.

6.5 Limitation of Liability. In no event shall EVO or any affiliate or contractor of EVO be liable to the Company or any affiliate of the Company for any indirect, special, or consequential damages or lost profits, arising out of or related to EVO's and its contractor's performance under this Agreement or breach hereof, even if EVO has been advised of the possibility thereof. EVO's liability to the Company or any affiliate of the Company under this Agreement, if any, shall in no event exceed the total administrative fees (identified in Section 1 of Exhibit B) paid to EVO by the Company for the twelve (12) months prior to the date the claim is asserted or, if less than twelve (12) months have been paid at the time the claim is asserted, the maximum liability will not exceed an amount equal to the month with the highest fees paid multiplied by twelve (12). Further, neither EVO or the Company nor its affiliates or contractors will be liable for any claim asserted by the other more than thirty (30) days after the claim arose or after Company is or reasonably should have been aware of such claim. In addition, in no event will EVO or any affiliate or contractor of EVO be liable for any claim asserted by the Company more than twelve (12) months after the event giving rise to the claim.

ARTICLE 7 - DISPUTE RESOLUTION PROCEDURE

7.1 Resolution of Disputes. Any and all disputes, controversies, or claims and/or counterclaims (including without limitation tort claims, requests for provisional remedies or other interim relief, and issues as to arbitrability of any matter) arising out of, in connection with, or relating to this Agreement, or the breach thereof, that cannot be settled through negotiation ("Disputes") shall be settled as follows:

7.1.1 Meet and Confer. EVO and the Company agrees to meet and confer in good faith to resolve any disputes that may arise under this Agreement within fourteen (14) days of a written notice of dispute from either EVO or the Company. Such good faith meets and confer shall be a condition precedent to the filing of any legal proceeding by either EVO or the Company. In the event EVO or the Company is unable to informally resolve the dispute within fourteen (14) days of the notice of dispute, either EVO or the Company may move forward with legal proceedings in accordance with Section 7.1.2.

7.1.2 Governing Law and Jurisdiction. Any legal suit, action, or proceeding arising out of or relative in the federal Courts of the United States of America or the Courts of the State of Ohio, located in Butler County, Ohio and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

7.1.3 Sole and Exclusive Remedy. Mindful of the high cost of litigation, not only in dollars but also in time and resources, EVO and the Company have agreed upon the out-of-court dispute resolution procedures set forth in this Article 7 to be followed in the event of a dispute. Accordingly, the dispute escalation steps (meet and confer), and the arbitration provisions of this Article 7 shall be the sole and exclusive method of handling any and all disputes; provided, however, that EVO and the Company shall not be precluded from seeking or receiving injunctive relief (e.g., prior to exhaustion of the steps and time periods in Section 7.1.1).

ARTICLE 8 - CONFIDENTIALITY

8.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") by or to the other (the "Receiving Party"), whether prepared by a party, its advisors, or otherwise and whether furnished prior to or after the Effective Date. Confidential Information (whether oral or written) includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, programs, files and documentation, similar items or research projects, and any information derived therefrom; matters of a business nature, such as the terms of this Agreement, the development of a pricing structure, all financial information and financial terms, pricing schedules, drug lists, formularies, policies, programs, operational procedures, Participating Pharmacy (including Premier Participating Pharmacy) contract terms, Pharmaceutical Manufacturer contract terms, marketing, sales, strategies, proposals, and lists of actual or potential Members, Participating Pharmacies (including Premier Participating Pharmacies), and Pharmaceutical Manufacturers; as well as any other information that is designated by either party as confidential. Without limiting the generality of the foregoing, for avoidance of doubt, EVO's Confidential Information includes EVO's reporting and other web-based and computer applications and systems, adjudication systems, system formats, and databanks; EVO's Formulary, along with clinical and formulary management operations and programs; information and contracts relating to Rebates and other manufacturer revenue; drug pricing information; and contracts with Participating Pharmacies (including Premier Participating Pharmacies). The Company's Confidential Information shall include but not be limited to all Benefit Plan Information, Protected Health Information (other than that part of Protected health Information that constitutes EVO's Confidential Information) and other information related to the Benefit Plan. Confidential Information shall not include information which, as evidenced in writing: (a) is or becomes publicly known by the Receiving Party through no breach of this Agreement; (b) is learned by the Receiving Party from a third party entitled to disclose it; or (c) is rightfully obtained by the Receiving Party prior to this Agreement.

8.2 Treatment of Confidential Information. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, marking such information as confidential and proprietary and using all precautions Receiving Party employs with respect to its own Confidential Information). The Receiving Party shall only permit access and use of any Confidential Information to its employees and other individuals within the Receiving Party's organization, including its advisors, consultants, and contractors who need to use the information to perform such Receiving Party's obligations under this Agreement, who have been informed of the confidential and proprietary nature of the Confidential Information, and have been directed to treat the Confidential Information in accordance with the terms of this Agreement. The Receiving Party further agrees not to disclose any Confidential Information to any third party, not to use, analyze, transcribe, transmit, decompile, disassemble, or reverse engineer any Confidential Information unless required in the performance of the Receiving Party's duties under this Agreement, not to use any Confidential Information for its own or any third party's benefit unless authorized by this Agreement or by the Disclosing Party in writing, and not to alter or remove any legend, marking, or notice provided by the Disclosing Party on its Confidential Information regarding the confidential and proprietary nature of such information. The Company shall require their advisors, consultants, and contractors to enter EVO's standard non-disclosure agreement with EVO prior to the Company's disclosure of Confidential Information to such advisors, consultants, and contractors. Without limiting the generality of the foregoing, the Company will not, and will not permit any advisors, consultants, or contractors to, attempt to access EVO's systems or networks connected to EVO's systems by circumventing EVO's system access control measures (*e.g., hacking, password mining, etc.)* or breach the security or authentication measures of EVO's systems and networks. The Receiving Party shall be responsible for any failure of its employees and other individuals within such Receiving Party's organization, including its advisors, consultants, and contractors, to comply with the terms of this Article 8. The Receiving Party may make disclosures required by law or court order provided Receiving Party has given the Disclosing Party immediate written notice of the request so that the Disclosing Party can object or otherwise intervene and provided that the Receiving Party uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order.

8.3 No Transfer of Right or Title. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting the Receiving Party, either expressly, by implication, or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. None of the information that may be submitted or exchanged by EVO, or the Company shall constitute any representation, warranty, assurance, guarantee, or inducement by a party to the other with respect to the infringement of patents, copyrights, trademarks, trade secrets, or any other rights of third persons.

8.4 Remedies. EVO and the Company agrees that any disclosure or use of Confidential Information in violation of this Article 8 would cause immediate and irreparable injury or loss that may not be adequately compensated by monetary damages. Therefore, in the event of any breach or threatened breach of this Article 8, each party shall be entitled to injunctive relief and specific performance, enjoining, or restraining such breach or threatened breach, in addition to all other remedies available at law or in equity.

ARTICLE 9 – COMPLIANCE

9.1 Compliance with Law. The Company will comply with all laws applicable to it and the Benefit Plans. EVO is responsible for complying with all laws applicable to it and the services it provides in accordance with this Agreement. EVO makes no representation or warranty that the Benefit Plan is in compliance with any law that applies to the Company, and EVO has no responsibility to advise the Company about the Company's compliance with any applicable law; however, EVO does warrant and represent that its policies and procedures that facilitate the administration of the Benefit Plan as set forth herein comply with applicable law. Without limiting the generality of the foregoing, the Company has obtained, or will obtain, all Member authorizations required by law for EVO to perform the Services provided for in this Agreement or in any amendment or addendum hereto, as well as for EVO to contact Members, their physicians, and Participating Pharmacies in order to perform any of the activities contemplated by this Agreement. The Company will disclose to Members and others as required by law, any and all matters that are required by law to be disclosed by the Company as applicable, including matters relating to the Benefit Plan or the Services provided hereunder; information relating to the calculation of Member Contribution or any other amounts that are payable by a Member in connection with the Benefit Plan; information about Rebates or other discounts on pharmaceutical products, irrespective of whether the Company retains or allows EVO or others to retain all or a portion of any Rebates or discounts; and information about commissions, revenue sharing, fees, allowances, incentives, adjustments, discounts. The Company will be responsible for reporting and remittance obligations with respect to escheatment/dormant property laws (*e.g., in connection with returned payments related to Members*). If this Agreement, or any part hereof, is found not to be in compliance with applicable law, then EVO and the Company shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

9.2 Change in Law or Practice. If there is an amendment, addition, deletion, or other change, or change in interpretation thereof, in federal or state laws, or any government, judicial, or legal action, or any drug industry practice, or any policy, underwriting or management practice of a regulatory body, NCQA, or the Company, after the Effective Date that, among other things, materially burdens EVO or materially alters EVO's rights and/or obligations hereunder, requires EVO to increase or decrease payments or shorten payment times to Participating Pharmacies, or materially changes the scope of services hereunder, then EVO may propose a modification of the services, reimbursement rates, administrative fees, other service fees, and/or Rebates hereunder to preserve each party's anticipated benefits under this Agreement. If EVO and the Company are unable to agree upon an appropriate modification, EVO may terminate this Agreement on sixty (60) days prior written notice to the Company of the proposed.

9.3 HIPAA/HITECH Compliance. EVO is not a "Covered Entity" under HIPAA/HITECH. For the purposes of this Agreement, EVO is deemed to be a "Business Associate" of the Company as such term is defined in HIPAA/HITECH, and EVO and the Company agree to execute a Business Associate Agreement.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES

10.1 Exclusivity. The Company agrees that EVO shall be the sole and exclusive provider of the Services under this Agreement to the Company during the Term of this Agreement.

10.2 EVO Acting in Ministerial Capacity. EVO and the Company acknowledge that EVO is a service provider of the Company as defined in Employee Retirement Income Security Act ("ERISA") at Section 3(14)(B) and is acting in a ministerial capacity in the performance of its obligations under this Agreement except as otherwise expressly set forth herein. Nothing in this Agreement shall be construed or deemed to confer upon EVO any responsibility for or control over the terms or validity of the Company's Benefit Plan, and EVO shall have no discretionary authority over or responsibility for the Company's Benefit Plan except as expressly set forth herein. The Company acknowledges and agrees that neither it nor the Benefit Plan intends EVO to have any control over the Company's Benefit Plan or its funds (as defined under state or federal law, including ERISA at 29 U.S.C. Sections 1001 et seq. and the regulations promulgated thereunder). Neither the Company nor Benefit Plan will name EVO or any of EVO's affiliates or contractors as a Plan fiduciary except as otherwise expressly set forth herein, specifically in Section 10.2.1 below. EVO is not an insurer, plan sponsor, provider of health services to Members, and EVO shall have no responsibility for: (i) any funding of the Company's benefits; (ii) any insurance coverage relating to the Company or any plan contract of the Company or Members; or (iii) the nature or quality of the health care services provided by health care providers.

10.2.1 EVO's Fiduciary Authority. Pursuant to 29 U.S.C. Section 1105(c)(1) of ERISA, Company delegates to EVO fiduciary authority to determine prescription drug benefit claims for benefits under the Plan as well as the authority to act as the appropriate fiduciary under 29 U.S.C. Section 1133 (Section 503 of ERISA) to determine appeals of any adverse benefit determinations under the Plan. EVO shall administer complaints, appeals and requests for independent review according to the Plan's appeals policy, and any applicable law or regulation, unless otherwise provided in the Plan. In carrying out this authority, EVO is delegated full discretion to determine benefits under the Plan and to interpret the terms of the Plan as necessary to make such determination. EVO is a fiduciary of the Plan only to the extent necessary to perform its obligations and duties as expressed in this Agreement and only to the extent that its performance of such actions constitutes fiduciary action under ERISA and this Section 10.2.1. EVO will carry out such duties in accordance with the provisions of 29 U.S.C. Sections 1104 (Section 404 of ERISA).

10.3 Use of Subcontractors. The Company acknowledges and agrees that EVO may subcontract its obligations set forth herein (e.g., clinical services and programs, pharmacy network, claims system, call centers, etc.), provided that such contractor agrees to perform the services as set forth herein. In EVO's sole discretion, any reference to EVO's systems, processes, or documents herein may include an EVO contractor's system, process, and/or document.

10.4 Performance Outside of the United States. EVO and/or its contractors may perform Services at a location outside of the United States with the express, advance written approval of the Company. In the event EVO performs or permits any contractor to perform any Services at a location outside of the United States, EVO shall comply, and will require any such contractors to comply (in addition to the obligations set forth in Section 10.3), with applicable law, including HIPAA.

10.5 Independent Contractors. The Company and EVO are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. The Company acknowledges that in the event EVO subcontracts its obligations set forth herein, such contractors are independent contractors of the Company, and EVO shall have no liability to the Company or any Member for a claim resulting from any act or omission of any contractor or its agents or employees.

10.6 Relationship to Participating Pharmacies. Participating Pharmacies are independent contractors and not subcontractors or agents of EVO, and EVO does not exercise any control over the professional judgment of any pharmacist dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. As a result, EVO shall have no liability to the Company or any Member for a claim resulting from any act or omission of any Participating Pharmacy or its agents or employees.

10.7 Insurance. Each party shall maintain or obtain (as applicable), with respect to the activities in which such party engages pursuant to this Agreement, professional liability (errors and omissions) insurance and general liability insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. Upon request, such party shall promptly deliver to the other party evidence of such insurance.

ARTICLE 11 - TERM AND TERMINATION

11.1 Term. The Services under this Agreement will be implemented as of the Effective Date (“Implementation Date”) and will continue until December 31, 2025 (“Initial Term”) and may be terminated earlier or extended in accordance with the terms of this Article 11. This Agreement will automatically renew for subsequent twelve (12) month terms unless (i) EVO provides written notice to the Company at least one hundred eighty (180) days prior to the end of the then current term that EVO will not renew or (ii) the Company provides written notice to EVO at least thirty (30) days prior to the end of the then current term that the Company will not renew.

11.2 Termination.

11.2.1 Termination with Cause. This Agreement may be terminated at any time by either EVO, or the Company based on a material breach of any provision of this Agreement, provided that sixty (60) days’ advance written notice of such material breach shall be given to the other party and the breach remains uncured at the end of this sixty (60) day period.

11.2.2 Termination for Convenience. The Company may terminate this agreement at any time after the first year of the contract by providing EVO with no less than sixty (60) days advance written notice of its intent to terminate. EVO may terminate this agreement after the first year of the contract by providing the Company with no less than ninety (90) days advance written notice of its intent to terminate.

11.2.3 Termination Due to Non-Payment. Notwithstanding any other provision in this Agreement (including Section 11.2.1 above), in the event the Company fails to timely wire EVO the full amount due for each Statement (and any interest accrued thereon) as set forth in this Agreement, EVO may terminate this Agreement upon two (2) business days’ written notice to the Company provided all past due amounts (including interest) have not been cured in full within two (2) business days after receiving such a notice.

11.2.4 Termination Due to Impairment. Notwithstanding any other provision in this Agreement, this Agreement may be terminated upon notice by EVO: (i) if any court or governmental or regulatory agency issues the Company an order or finding of impairment or insolvency or issues an order to cease and desist from doing business; (ii) if the Company fails to obtain required regulatory approvals in connection with the Company and/or the Benefit Plan; (iii) if the Company makes an assignment for the benefit of creditors, has a voluntary or involuntary petition filed under Title 11 of the United States Code (or any similar statute now or hereafter in effect), or has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property.

11.3 Effect of Termination. Upon termination of this Agreement:

11.3.1 All further obligations of EVO and the Company under this Agreement shall terminate, but no termination under this Agreement shall affect the rights and obligations of EVO and the Company accruing prior to the effective date of such termination.

11.3.2 All Confidential Information provided by either EVO or the Company, except for Confidential Information required by law to be retained, shall be immediately returned by the Receiving Party, or the Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; however, EVO shall be entitled to (a) retain copies of the Company's Confidential Information with the Company's consent, which the Company will not unreasonably withhold.

11.3.3 Should EVO have a deposit from the Company, such deposit shall be reduced by any offsets for payment defaults, interest, and collection costs, and thereafter will be returned, without interest, to the Company within one hundred eighty (180) days following the greater of termination of the Agreement or cessation of Services.

11.3.4 EVO and the Company shall, in all events, remain bound by and continue to be subject to the following provisions: Sections 4.4.1, 4.4.4, Article 5, Article 6, Article 7, Article 8, Sections 10.5, 10.6, 11.3, Article 12**,** and any other provision which by its nature survives termination.

11.3.5 Upon termination of this Agreement, EVO and the Company will mutually develop a run-off plan providing for: (i) Company's notification to Members of the timing of any transition to a successor pharmacy benefit administrator/manager at least thirty (30) days prior to the effective date of such termination; (ii) EVO's provision of standard claims data and open prior authorization files for transition to the successor pharmacy benefit administrator/manager in accordance with EVO's standard protocol; and (iii) whether EVO will process Claims for prescriptions filled during the Term but submitted to EVO after the termination date. The Company will pay EVO in accordance with this Agreement for any fees for Services provided during any run-off period.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Successors and Assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either EVO or the Company (whether by operation of law or otherwise) without the prior written consent of the other. Notwithstanding the foregoing, no consent shall be required in the event of a Change of Control. A "Change of Control" shall occur if as a result of one or a series of related transactions: (i) all or substantially all the assets of EVO or the Company are disposed of to any entity not wholly owned and controlled by EVO or the Company, outside the ordinary course of EVO or the Company's business; (ii) EVO or the Company effects a merger with one or more other entities in which EVO or the Company is not the surviving entity; or (iii) EVO or the Company engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement. If EVO or the Company experiences a Change of Control, they shall promptly provide the other with written notice in the event of any transaction(s) resulting in a Change of Control, as well as an Officer's Certificate from the successor entity, agreeing to be bound by the terms and conditions of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their permitted successors and assigns.

12.2 Subpoena and Other Legal Requests for Information. Because EVO has costs associated with the retrieval of archived data and is keeping data on the Company's behalf, the Company shall reimburse EVO for the expenses and attorney's fees EVO incurs in responding to subpoenas, garnishments, or other legal processes involving requests for the Company's information or property.

12.3 Further Assurances. EVO and the Company represent and warrant that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated herein. EVO and the Company agree to execute and deliver to the other party any instruments and other documents, and to take such other actions as the other party may reasonably request at any time during the Term of this Agreement for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

12.4 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of Ohio without regard to its conflict of laws and rules.

12.5 Force Majeure. Except for payment obligations set forth in this Agreement, the obligations of EVO and the Company hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the reasonable control of a party and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, failures or fluctuations in electrical power or telecommunications equipment, or by any enforceable law, regulation, or order. As soon as the force majeure conditions cease, EVO and the Company shall resume their respective obligations as set forth under this Agreement.

12.6 Entire Agreement. This Agreement, including the exhibits (all of which are incorporated herein) and any such other agreement(s) applicable to the Company's use of EVO's tools or services constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

12.7 Amendment. Except as otherwise provided in this Agreement, this Agreement or any part or section of it may be amended at any time by mutual written consent of duly authorized representatives of EVO and the Company.

12.8 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights. This Agreement is not a third-party beneficiary contract and does not confer any such rights upon any third party (including, without limitation, any Members).

12.9 Use of Name. Neither party shall use the name, trade names, trademarks, service marks, or logos of the other party or any affiliated company of the other party in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.

12.10 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given one (1) day following delivery to a nationally reputable overnight courier addressed as follows:

To EVO:	Evo First, Inc. Attn: William Miller, CEO 10645 N Tatum Blvd, Suite 200-203 Phoenix, AZ 85028
To the Company:	City of Oxford Attn: Douglas Elliot 15 South College Ave Oxford, OH 45056

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

12.11 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, provided such waiver is in a signed writing. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.

12.12 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void, or unenforceable to any extent by a court of competent jurisdiction or by a legal opinion letter drafted by a party's outside legal counsel, the remainder of this Agreement, shall not be impaired or otherwise affected, will be construed to preserve the intent and purpose of this Agreement, and shall continue to be valid and enforceable to the fullest extent permitted by law. The parties agree to negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits under this Agreement; provided, however, that if the parties are unable to reach agreement and either party reasonably believes that the severed provisions render the resulting Agreement inequitable, such party may terminate this Agreement upon sixty (60) days' prior written notice.

12.13 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

12.14 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that consequently any rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not applicable in the interpretation of this Agreement or any amendments or exhibits hereto.

12.15 Headings. The headings of Articles, Sections, and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

Evo First, Inc.	**City of Oxford**
______________________	______________________
SIGNATURE	SIGNATURE
William Miller	Douglas Elliot
NAME	NAME
CEO	City Manager
TITLE	TITLE
______________________	______________________
DATE	DATE

EXHIBIT A

SERVICES

1. ELIGIBILITY SUPPORT

The Company's Member List data shall be loaded into the claims system by the Implementation Date provided EVO receives the Member List from the Company in accordance with Section 2.2 of the Agreement, and thereafter within five (5) business days from receipt of such data.

The Company's Members shall receive Benefit Plan ID Cards upon acceptance of the Benefit Plan by the Company and in accordance with the implementation plan agreed to between EVO and the Company as a part of the Implementation Plan.

Replacement Benefit Plan ID Cards can be self-printed by the Member through the Member Website or requested via the Member Call Center and will be provided upon request.

2. BENEFIT PLAN SUPPORT

The Company's Benefit Plan Information shall be loaded and implemented into the claims system by the Implementation Date provided EVO receives the Benefit Plan Information from the Company in accordance with Section 2.2 of the Agreement, and thereafter no more than ten (10) days for standard changes in any Benefit Plan Information unless it requires custom coding (e.g., for a new benefit set-up), in which case EVO and the Company shall agree upon the implementation date of such changes.

EVO may provide the Company with modeling and analytics for the Company's consideration in an effort to assist Company in maximizing Benefit Plan efficiency and minimizing costs.

Benefit Plan setup and ongoing support includes the setup and maintenance of adjudication system rules which may include:

- Effective and termination dates for Benefit Plan or Members
- Accumulated benefits
- Formulary and related limitations
- Copay strategies (fixed or tiered)
- Coordination of benefits (COB)
- Concurrent Drug Utilization Review (DUR)
- Pharmacy Network
- Pharmacy Reimbursement
- Prescriber Network

3. STANDARD CLAIMS PROCESSING SERVICES

Standard claims adjudication processing services shall be provided, including processing Claims received from Participating Pharmacies to determine whether such Claims qualify for reimbursement in accordance with the Member List and the terms of the Benefit Plan. Standard claims adjudication processing services include the initial claim and all levels of appeal identified in the Benefit Plan Information and as other required by ERISA and the Affordable Care Act (and the regulations issued thereunder

Standard claims processing services include the following:

- Claims submitted online by Pharmacy.
- Paper based claim submissions by Pharmacy (via secured fax, email, or mail)
- Member submitted claims (via secured fax, email, or mail)
- Coordination of benefits (COB) claims

Standard claims processing services do not include subrogation claims, and/or reprocessing/retroactive claims adjustments, which may be subject to additional fees.

If EVO makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, EVO will make a diligent effort to recover any such payment made to or on behalf of an ineligible person or any overpayment. However, in no event shall EVO be liable to the Company or any third party for such overpayment or payment error, unless EVO would otherwise be liable under another provision of this Agreement.

EVO shall process retail prescriptions to ensure that at the point of sale, Members pay the lowest of: (a) the applicable co-payment or co-insurance under the Plan; (b) the pharmacy's Usual and Customary price, including the pharmacy's sale price or available discounts (for example, cash-pay discounts or participating in retailer's generic drug discount program), if any; (c) the allowable claim amount for the prescription drug; or (d) the contracted discounted Average Wholesale Price (AWP) or Maximum Allowable Cost (MAC) price plus the dispensing fee.

4. PHARMACY NETWORK – RETAIL

EVO will maintain a Participating Pharmacy network reasonably necessary to provide services under the Company's Benefit Plan, including pharmacy network contracting and administration; on-line messaging to pharmacy, including concurrent drug utilization reviews (DUR); processing and payment of standard electronic pharmacy Claims; provider toll-free call center for inquiries from Participating Pharmacies and physicians regarding the services provided by EVO under this Agreement (including providing answers to pharmacists and physicians on questions regarding Member eligibility, Benefit Plan guidelines, Member Contribution, Claims submission, and Claims payment); pharmacy portal from which Participating Pharmacies may also access information and contact EVO; and audits of Participating Pharmacies in accordance with EVO standard audit guidelines and policies to determine Participating Pharmacy compliance with its participation contract (EVO will make reasonable attempts to collect any overpayments made to Participating Pharmacies as determined through such audits and will not be required to institute any action to collect any overpayments). Participating Pharmacies may be added to or removed from the pharmacy network.

Participating Pharmacy network includes support of contracts covering all national and regional pharmacy chains and/or third-party network providers, covering approximately 60,000 pharmacies or more within the continental United States and Puerto Rico which have a material impact to the Company and its customers business. Participating Pharmacy network covers primary and Coordination of Benefit (COB) claim adjudication within all national and regional pharmacy chains referred to above.

Financial Management and Support. Pharmacy Network includes the reimbursement and financial support for programs including:

- Pharmacy Reimbursement
  - 835/EFT Setup for requesting pharmacies
  - Automated 835 delivery to pharmacies via SFTP
  - Automated Electronic Funds Transfer to pharmacies
  - Check and Explanation of Benefit (EOB) delivery to pharmacies (paper based)
  - Payment dispute resolution
- Daily Claims Files/Feed
- Semi-Monthly or Monthly Files/Feeds
  - Pharmacy Invoicing summary and detail by group on claim count and dollars (3 files)
- Monthly Fees Invoicing

The Company's financial cycle will be semi-monthly and is scheduled to run on the 15th day of every month and the last day of every month.

5. PHARMACY NETWORK – ALTERNATE NETWORKS

EVO has several options for Mail Order and Specialty pharmacies, which follow the same guidelines of other Participating Pharmacies. EVO will discuss options for Mail Order and Specialty pharmacy networks integration into the Benefit Plan with the Company to determine the strategies for use of these alternate networks as potential for additional cost savings.

6. MEMBER /PARTNER/PHARMACY SUPPORT SERVICES

EVO shall provide call center and a toll-free phone line for inquiries from Members/Partners/Pharmacies directly related to Services provided by EVO under this Agreement (including providing answers to questions regarding Member eligibility, Benefit Plan guidelines, Member Contribution, Claims submission, and Claim payment).

Direct Member/Patient Reimbursement Processing (DMR). Processing of Direct Member/Patient Reimbursement requests including DMR claim receipt via mail, email, or fax. Includes DMR call handling and patient instruction distribution. Includes DMR check printing and mail delivery, as well as DMR exception handling and reject processing.

Universal Claim Form Processing. Processing of Universal Claims Form requests including UCF claim receipt via mail, email, or fax. Includes UCF call handling and pharmacy instruction distribution. Includes UCF check printing and mail delivery, as well as UCF exception handling and reject processing.

7. REBATE CONTRACTING AND ADMINISTRATION

The Company may be eligible to receive Rebates from certain Pharmaceutical Manufacturers for Covered Benefits dispensed during the Term of this Agreement to Members who are covered by a Benefit Plan that meet required criteria (e.g., compliance with Pharmaceutical Manufacturer required Formulary requirements; compliance with eligibility inclusion criteria of the respective

Pharmaceutical Manufacturers, rebate contractor or aggregator, and EVO). The Company acknowledges that whether and to what extent Pharmaceutical Manufacturers are willing to provide Rebates to the Company will depend upon the Benefit Plan adopted by the Company, as well as EVO receiving sufficient information regarding each Claim that is submitted to Pharmaceutical Manufacturers for Rebates. As long as the Company remains eligible for Rebates, EVO shall, on behalf of the Company, receive the Rebates paid by Pharmaceutical Manufacturers and/or third party rebate contractor or aggregator for eligible Claims under this Agreement, and shall issue payment to the Company on a monthly basis for all such Rebates received, reconciled, and verified by EVO during the preceding month, if any, net of the fees set forth herein (in Exhibit B) owed to EVO in consideration of its rebate administration services. The Company acknowledges and agrees that it shall not have a right to interest on, or the time value of, any Rebate payments received by EVO or monies under this Agreement and that Rebate payments will not be issued to the Company unless this Agreement has been executed by EVO and the Company. Upon termination of this Agreement, EVO may delay remittance of Rebates to the Company to allow for final adjustments. The Company waives, releases, and forever discharges EVO from any claims, demands, losses, attorneys' fees, costs, expenses, or liabilities of any nature, whether known or unknown, arising from (i) a failure by a Pharmaceutical Manufacturer or third party contractor or rebate aggregator to pay any Rebate; (ii) a breach of an agreement by a Pharmaceutical Manufacturer or third party rebate contractor or aggregator related to this Agreement; or (iii) negligence or misconduct of a Pharmaceutical Manufacturer or third party rebate contractor or aggregator.

EVO will provide a report to the Company within fifteen (15) days of receipt of the Pharmaceutical Manufacturers, rebate contractor or aggregator report to EVO.

8. REPORTING AND DATA ACCESS

EVO will provide its standard reporting package to the Company.

Reporting access will be restricted to agreed-upon users and limited to users within the Company or related Benefit Plan administrators.

9. PLAN CONSULTATION

Reviews of plan results will be performed once per quarter or less frequently, as requested by and coordinated with the Company. EVO and related Benefit Plan administrators may consult with the Company on recommended strategies for additional savings by reviewing analytics results, and may include, but are not limited to, the following strategies for additional savings:

- Alternative Pharmacy Networks
    - Mail Order
    - Specialty
    - Lower-price Retail
- Patient Savings Programs
- Formulary
    - Generic substitutions
    - Brand alternatives
    - Step therapy

- Alternative Copay structures
- Contribution models
- Click to Save alerts to Members

EVO and the Company are not obligated to implement recommendations arising from the Plan Consultation, and implementation of recommendations may be subject to additional fees to be agreed upon in writing by EVO and the Company.

10. COMMERCIAL CLINICAL SERVICES AND PROGRAMS

At the Company's request, EVO shall administer the rules and conditions established or maintained by EVO under which certain drugs or drug classes or categories may be approved as a covered benefit pursuant to the prior authorization protocols established or adopted by EVO. EVO will modify, add, or delete the Company's protocols with thirty (30) days' prior written notice from the Company.

At the Company's request, EVO shall administer the rules and conditions established or adopted by the Company under which certain drugs or drug classes or categories may be approved as a covered benefit pursuant to the prior authorization protocols established or adopted by the Company. The Company acknowledges and agrees that EVO's review will be a non-discretionary review based on objective written protocols received from or adopted by the Company and the limited amount of patient information available to EVO. EVO will not undertake, and is not required hereunder, to make an independent determination of medical necessity or appropriateness of therapies or to make diagnoses or substitute EVO's judgment for the professional judgment and responsibility of the physician. The Company may, in its sole discretion, adopt EVO's prior authorization protocols or those established by the Company or a mixture of both. EVO will modify, add or delete the Company's protocols with thirty (30) days' prior written notice from the Company. The Company acknowledges that under no circumstances will EVO have any liability for authorizing or denying coverage in accordance with the Company's Benefit Plan or written protocols.

EXHIBIT B

FEES

1. Administrative Fees

$6.50 per net paid claim ("Administrative Fee")

2. Pharmacy Network Pricing

EVO is entering into this contract with the Company for an administrative fee only, with a direct pass-through drug pricing model. The Company will be billed for drug costs using the lower of methodology comparing MAC, plus the dispensing fee, calculated AWP discount plus dispensing fee, pharmacy submitted price or Usual and Customary price. What we pay the pharmacy is what the plan pays for prescriptions. EVO uses AWP discounts as well as an extensive list of over 2000 drugs on our monthly Maximum Allowable Cost (MAC) List as a price point.

Pricing of Single Source Generics will be priced as negotiated with individual pharmacy provider either using generic MAC pricing, AWP generic discount, or the AWP brand discount rate.

3. Full Transparency

EVO will fully disclose contracted rates with Network Pharmacies for branded and generic products, including MAC pricing, upon request from the Company. Pursuant to its Pass-Through Pricing philosophy, EVO will charge the Company the price and no more than the amount paid to Network Pharmacies, including all discounts and dispensing fees.

4. Other Service Fees

Direct Member Reimbursement	$5.00
Universal Claim Forms	$5.00
Prior Authorizations	$50.00
Prior Authorization Appeals	$50.00
Pharmacy & Member/Patient Call Support Services	Included
Pharmacy Network & Financial Support	Included
Portal & Reporting and Analytics	Included
Standard Call Center Support	Included
Formulary Maintenance	Included
Custom Formulary	$165/hour
New Program Setup	Included

Eligibility Support	Included
Program Maintenance – Commercial Programs	Included
Reprocessing/Retroactive Claim Adjustments (at Client's request) *The Company is not entitled to a refund of any fees or other amounts already paid to EVO and/or Participating Pharmacies.*	Custom Pricing upon request
Custom, Non-Standard, or Additional Services or Materials *Custom or non-standard services, forms, materials, or documents, or standard services, forms, materials, or documents in an amount which EVO determines to be over and above the services in this agreement as requested by the Company. Such services shall be set forth in a separate SOW with appropriate description, timing, and associated not to exceed cost estimates. *No work will be performed and billed without the prior written approval of the Company's CEO, President or CFO.*	$165/hour
Travel and Expenses as requested by the Company	As incurred
Rebates Processing (per monthly process)	$80

5. Pricing Terms and Conditions and Financial Disclosures

5.1 The implementation of programs or services not selected as of the Effective Date or additional programs, or services not specified in this Agreement may be subject to the then current pricing for such programs and/or services.

5.2 EVO may change the fees hereunder, effective on or after the close of the Initial Term or any Renewal Term of this Agreement, upon not less than one hundred eighty (180) days' notice to the Company. If any change in such fees is not acceptable to the Company, then the Company shall so notify EVO in writing within thirty (30) days of the receipt of the notice of change, in which case EVO and the Company shall work together in good faith to resolve the objection. If EVO and the Company are unable to resolve the objection, then either party may provide notice of non-renewal/termination in accordance with Section 11.1 of the Agreement. If the Company does not timely provide a written objection to EVO, the new fees shall be effective as of the first day of the next Renewal Term. If the Company does timely provide a written objection to EVO and the objection is not resolved, but the Company does not timely provide notice of non-renewal/termination in accordance with Section 11.1 of the Agreement, the new fees shall be effective as of the first day of the Renewal Term.

5.3 The financial terms set forth in this Exhibit B are conditioned on EVO being the exclusive provider of Services for the Company and such other specified conditions incorporated herein. In the event one or more of the following occurs, EVO will have the right, upon notice, to make an equitable adjustment to the administrative fee and/or other service fees as necessary to return EVO to its contracted economic position as of the effective date of such event: (a) there is a material change in the conditions or assumptions utilized by EVO in providing the pricing stated in this Agreement or (B) there is a material change in market trends or in the regulatory requirements related to the Services provided.

5.4 EVO and the Company understand there are market, industry, legal, government, regulatory, and other third-party forces and activities which could lead to changes relating to, or elimination of, the AWP pricing benchmark that could alter the financial positions of EVO and the Company as intended under this Agreement. EVO and the Company agree that their mutual intent has been and is to maintain pricing and financial stability as intended and not to advantage either party to the detriment of the other. Accordingly, to preserve this mutual intent, EVO may make the following modifications as reasonably and equitably necessary to maintain the pricing intent under this Agreement: (i) change Pricing Sources, (ii) switch to a new pricing benchmark other than AWP, (iii) maintain AWP as the pricing benchmark with an appropriate adjustment, and/or (iv) modify network rates, rebates, and guarantees. Any such change will be done so as to maintain comparable pricing in the aggregate under the Agreement. EVO will provide the Company with at least ninety (90) days' notice of any such change (or if such notice is not practicable, as much notice as is reasonable under the circumstances). If the Company disputes the financial impact of the change, the Company shall notify EVO in writing within sixty (60) days of receipt of the notice of change, and EVO and the Company shall cooperate in good faith to resolve such dispute.

5.5 Rebates do not include administrative fees paid by Pharmaceutical Manufacturers to its rebate contractors or aggregators in connection with EVO and/or its rebate contractors or administrators administering, invoicing, allocating, and/or collecting the Rebates under the Rebate program or other fee-for-service arrangements whereby Pharmaceutical Manufacturers generally report the fees paid to EVO or its rebate contractors or aggregators for services rendered as "bona fide service fees" pursuant to federal laws and regulations. Such laws and regulations, as well as Pharmaceutical Manufacturer requirements generally prohibit the sharing of any such "bona fide service fees" earned, whether wholly or in part, with any EVO client. Rebates that are received by EVO within eighteen (18) months after termination or expiration of this Agreement will be paid to the Company in accordance with this Agreement.

5.6 The Company acknowledges that Participating Pharmacies may be responsible for any applicable transaction charges associated with the submission of Claims information to EVO either electronically or on a standard paper claim form. Such charges may be deducted by EVO from any amounts owed to such Participating Pharmacies. Charges may apply to each data submission with response by EVO.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, ("Agreement") is entered into between Evo First, Inc. ("EVO"), an Arizona corporation and City of Oxford, an Ohio corporation ("Covered Entity"), effective as of the 1st day of January 2025.

WHEREAS, Covered Entity and EVO have entered into one or more Underlying Service Agreements (as defined below) pursuant to which EVO performs services under which we and/or our affiliates may receive Protected Health Information ("PHI") on behalf of Covered Entity.

WHEREAS, under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA Rules") EVO and Covered Entity are required to enter into a Business Associate Agreement for any PHI that EVO receives on behalf of Covered Entity.

WHEREAS, Covered Entity and EVO understand and agree that this Agreement is intended to satisfy their obligations under HIPAA and that, in the event EVO receives PHI on behalf of Covered Entity, this Agreement will govern the terms and conditions under which such PHI may be used and/or disclosed and safeguarded by EVO.

WHEREAS, the Parties desire to enter into this Agreement, which amends the Underlying Service Agreements but only for the purpose of containing the terms and conditions under which EVO may use the PHI.

NOW THEREFORE, Covered Entity and EVO hereby agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms, which are not otherwise defined in this Agreement, shall have the meanings set forth in the Health Insurance Portability and Accountability Act ("HIPAA"), as amended, or the HIPAA Standards, as applicable.

1.1 Underlying Service Agreements means any agreement pursuant to which EVO performs services that may involve or require the access, use, or disclosure of PHI, including, without limitation, the Pharmacy Benefit Management Agreement between EVO and Covered Entity or any agreement whereby EVO has been appointed broker of record by Covered Entity and is entitled to receive commissions subject to Standard Terms & Conditions provided to Covered Entity.

1.2 HIPAA Rules means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, which include the Standards for the Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160 and 164 ("Security Rule"), as amended by the applicable provisions of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"), as amended by the Final HIPAA regulations ("Final Omnibus Rule").

1.3 Protected Health Information or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. 5160.103 and is limited to the PHI that EVO creates or receives from or on behalf of Covered Entity. As used herein, it also includes electronic PHI.

1.4 Electronic Protected Health Information or ePHl. shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. S 160.103 and refers to electronic PHI transmitted by, or maintained in, electronic media from or on behalf of Covered Entity.

1.5 Catch-all Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and Use.

ARTICLE 2 – EVO OBLIGATIONS

2.1 EVO agrees to hold all PHI confidentially, and EVO agrees not to use or disclose any PHI except as necessary under the Underlying Service Agreement and permitted by this Agreement, and as may be required by law. EVO agrees not to disclose any PHI to its affiliates, employees, or agents except to those affiliates, employees, or agents who are required to have the information in order to perform services related to the Underlying Service Agreement.

2.2 EVO agrees to use or disclose PHI only as permitted or required by this Agreement or as Required By Law and in compliance with each applicable requirement of 45 C.F.R. S 164.504(e). Without limiting the generality of the foregoing sentence, to the extent EVO is to carry out Covered Entity's obligations under the Privacy Rule, EVO shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.3 EVO agrees to (i) implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHl that it creates, maintains, or transmits on behalf of the Covered Entity or any Client; and (iii) comply with the Security Rule.

2.4 EVO agrees to use reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to EVO of a use or disclosure of PHI by EVO in violation of the requirements of this Agreement.

2.5 EVO agrees to report to Covered Entity (i) any use or disclosure of the PHI in violation of this Agreement of which it becomes aware; (ii) any Security Incident affecting Covered Entity's PHI of which it becomes aware; and (iii) without unreasonable delay and in no case later than sixty (60) calendar days after discovery, any Breach of any Unsecured PHI in accordance with the security breach notification requirements set forth in the HIPAA Rules. As such, EVO shall provide the following information to the Covered Entity, at the time and to the extent it is practicable to do so: (1) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known; (2) a description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code) and who received the Unsecured PHI; (3) the steps

Individuals should take to protect themselves from potential harm resulting from the Breach; (4) a brief description of what EVO is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and (5) any information reasonably available regarding the Breach that the Covered Entity may need to include in its notification to the affected individuals, the media and/or the Secretary as required by the HIPAA Rules. Unsuccessful Security Incidents that do not result in the improper disclosure, alteration or destruction of Covered Entity's PHI will be reported upon request.

2.6 EVO agrees (i) to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by EVO on behalf of Covered Entity agrees to substantially the same restrictions and conditions that apply through this Agreement to EVO with respect to that information, and (ii) to the extent that EVO provides ePHl to an agent, including a subcontractor, ensure that the agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information.

2.7 To the extent that EVO maintains a Designated Record Set on behalf of Covered Entity, EVO agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to Covered Entity. If an Individual requests access to his or her PHI directly from Business Associate, EVO shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request in order to meet the requirements under 45 C.F.R. S 164.524.

2.8 To the extent that EVO maintains a Designated Record Set on behalf of Covered Entity, EVO agrees to make any amendment(s) to PHI in that Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. S 164.526 at the request of Covered Entity. If an Individual requests an amendment of his or her PHI directly from EVO, EVO shall either (1) promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request or (2) elect to respond directly to the request.

2.9 EVO agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by EVO on behalf of, Covered Entity available to Covered Entity, in a time and manner mutually agreed or designated by Covered Entity, for purpose of compliance with the Privacy Rule and Security Rule.

2.10 EVO agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. S 164.528.

2.11 EVO agrees to provide to Covered Entity in a time and manner mutually agreed, information collected in accordance with Section 2.2 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. S 164.528.

2.12 EVO shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that EVO shall comply with 42 U.S.C. S 17935(b).

2.13 EVO shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. S 17935(d).

2.14 EVO shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. S 17936(a).

2.15 EVO shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. S 17936(b).

2.16 To the extent not provided herein, EVO shall comply with each of the applicable requirements imposed on EVO by the HIPAA Rules. In the event there is additional guidance or regulations, or a change in law, which impacts the terms of this Agreement, parties shall negotiate in good faith any changes to this Agreement.

2.17 If and to the extent applicable, EVO will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each of the applicable requirements of 45 C.F.R. Part 162. The exchange of information related to (i) enrollment and disenrollment information and (ii) account balances and premium payment information, and any retransmission of that information, is sent or received by the Plan Sponsor (or its designated agent) in its capacity as an employer.

ARTICLE 3 – PERMITTED USES AND DISCLOSURES BY EVO

3.1 General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, EVO may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Client or Covered Entity as specified in or required by the Underlying Service Agreements (including to Plan Sponsor for permissible Plan administration functions), provided that, except as set forth in Section 3.2.4, such use or disclosure would not violate the Privacy Rule and Security Rule if done by Covered Entity.

3.2 Specific Use and Disclosure Provisions.

3.2.1 Except as otherwise limited in this Agreement, EVO may use PHI for the proper management and administration of pharmacy services or to carry out the legal responsibilities of Covered Entity.

3.2.2 Except as otherwise limited in this Agreement, EVO may disclose PHI for the proper management and administration of pharmacy services, provided that disclosures are Required By Law, or EVO obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies EVO of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 EVO may de-identify any and all PHI obtained by EVO and use such de-identified data on EVO's own behalf, all in accordance with the de-identification requirements of the Privacy Rule. The Parties acknowledge and agree that de-identified data does not constitute PHI.

3.2.4 Except as otherwise limited in this Agreement, EVO may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B)

3.2.5 EVO may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.504(j)(1).

3.2.6 EVO may use PHI to the extent and for any purpose authorized by an Individual under 45 C.F.R. Section 164.508.

ARTICLE 4 – OBLIGATIONS OF COVERED ENTITY

4.1 Covered Entity shall notify EVO of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. S 164.520, to the extent that such limitation may affect EVO's use or disclosure of PHI under this Agreement.

4.2 Covered Entity shall notify EVO of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect EVO's use or disclosure of PHI under this Agreement.

4.3 Covered Entity shall notify EVO of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. S 164.522 or 42 U.S.C. S 17935(a), to the extent that such restriction may affect EVO's use or disclosure of PHI under this Agreement. EVO shall abide by such restriction, unless doing so would unreasonably burden healthcare operations, in which case EVO will notify Covered Entity.

4.4 Covered Entity represents that (i) it is entitled to receive PHI in accordance with 45 C.F.R. §164.504; (ii) it has received a certification from the Plan Sponsor in accordance with 45 C.F.R. §164.504(f)(2)(ii); and (iii) the Plan documents permit the Plan to receive PHI, including detailed invoices, reports and statements from EVO.

4.5 Covered Entity in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the HIPAA Rules and shall not request EVO to use or disclose PHI in any manner that would violate this Agreement or the HIPAA Rules. Covered Entity represents that a request for PHI from EVO to Covered Entity shall only be the minimum amount of PHI necessary to accomplish the permitted purpose of the applicable request or use.

ARTICLE 5: TERM AND TERMINATION

5.1 Term. This Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate upon the final expiration or termination of the last remaining Underlying Service Agreement subject to this Agreement, unless earlier terminated in accordance with this Article 5.

5.2 Termination for Cause. In accordance with 42 U.S.C. Section 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the nonbreaching party, or in the event that cure is not possible, then the non-breaching party may immediately terminate this Agreement.

5.3 Effect of Termination.

5.3.1 Except as provided in paragraph (2) of this Article 6.3, upon termination of this Agreement, for any reason, EVO shall return or destroy all PHI received from Covered Entity, received by EVO on behalf of Covered Entity, or created by EVO on behalf of Covered Entity. EVO shall retain no copies of the PHI.

5.3.2 In the event that it is not feasible for EVO to return or destroy the PHI, EVO shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as EVO maintains such PHI. The Parties agree that it would not be feasible for EVO to return or destroy the PHI reasonably needed to be retained by EVO for its own legal and risk management purposes, including copies of PHI that may be included in information retained for archival purposes.

ARTICLE 6: GENERAL PROVISIONS

6.1 Amendment of Underlying Service Agreements. The Parties agree that the term and conditions of this Agreement hereby amend and are incorporated into and made a part of the Underlying Service Agreements as of the Effective Date of this Agreement, and any reference to the Underlying Service Agreements on or after that date shall mean the Underlying Service Agreements as amended by this Agreement. This Agreement supersedes all prior EVO Agreements between the parties with respect to the Underlying Service Agreements.

6.2 Relation to Underlying Service Agreements. With the exception of the terms and conditions set forth in this Agreement in regard to PHI, all other terms and conditions of the Underlying Service Agreements shall remain unaltered and in full force and effect. The obligations in this Agreement shall be subject to the terms and conditions in the Underlying Service Agreements, except to the extent there is any conflict between the terms of this Agreement and the Underlying Service Agreements, this Agreement shall govern with respect to the subject matter herein.

6.3 Future Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity and EVO to comply with the requirements of the HIPAA Standards, as amended by the HITECH Act or other applicable regulations or law.

6.4 Regulatory References. A reference in this Agreement to a section in the HIPAA Standards means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question.

6.5 Survival. The respective rights and obligations of EVO under Article 5.3 above shall survive the termination of this Agreement.

6.6 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and EVO to comply with the HIPAA Standards, as applicable.

6.7 No Third-Party Beneficiary. This Agreement is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights. This Agreement is not a third-party beneficiary contract and does not confer any such rights upon any third party (including, without limitation, any Members).

6.8 Governing Law. To the extent not preempted by federal law with respect to the HIPAA Rules, this Agreement will be governed by and construed in accordance with the laws of the State of Ohio

6.9 Entire Agreement. This Agreement represents the entire agreement between EVO and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.

6.10 Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6.11 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given one (1) day following delivery to a nationally reputable overnight courier addressed as follows:

To EVO: Evo First, Inc.
Attn: William Miller, CEO
10645 N Tatum Blvd, Suite 200-203
Phoenix, AZ 85028

To the Covered Entity: City of Oxford
Attn: Douglas Elliot
15 South College Ave
Oxford, OH 45056

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

EVO, Inc.	**City of Oxford**
______________________	______________________
SIGNATURE	SIGNATURE
William Miller	Douglas Elliot
NAME	NAME
CEO	City Manager
TITLE	TITLE
______________________	______________________
DATE	DATE

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

STAFF REPORT

ORIGINATING DEPARTMENT:	Police Division
PREPARED BY:	John Jones
DATE PREPARED:	4/24/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The Sale Of Salvaged, Junk, And/Or Abandoned Motor Vehicles. (John Jones, Police Chief)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JAJ DRE

DISCUSSION:
Pursuant to Oxford City Code and in accordance with ORC 4513.62, the Division of Police requests that City Council approves the sale of salvage/junk/abandoned motor vehicles described in the attached Exhibit A to the highest bidder and that the proceeds from such sale be placed in the General Fund.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SALE OF SALVAGED, JUNK, AND/OR ABANDONED MOTOR VEHICLES.

WHEREAS, the Police Chief recommends that unclaimed motor vehicles ordered into storage pursuant to Section 4513.62 of the Ohio Revised Code be sold to a motor vehicle salvage dealer or scrap metal processing facility at the highest obtainable salvage price. The motor vehicles to be sold are listed on Exhibit "A" attached hereto and incorporated herein by reference.

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

SECTION 1: City Council hereby accepts the recommendation of the Police Chief and authorizes the sale of the salvaged, junk and/or abandoned motor vehicles listed on Exhibit "A" to a motor vehicle salvage dealer or scrap metal processing facility at the highest obtainable salvage price. The proceeds thereof shall be placed in the General Fund.

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)

Exhibit A

The following vehicles are currently stored at the Oxford Police Department Impound Lot and are unclaimed by the owner after due notice. The Oxford Police Department has obtained salvage titles for the below vehicles, and we are requesting they be sold to a salvage dealer.

1. 2006 Honda
   VIN: 5FNYF18156B025359

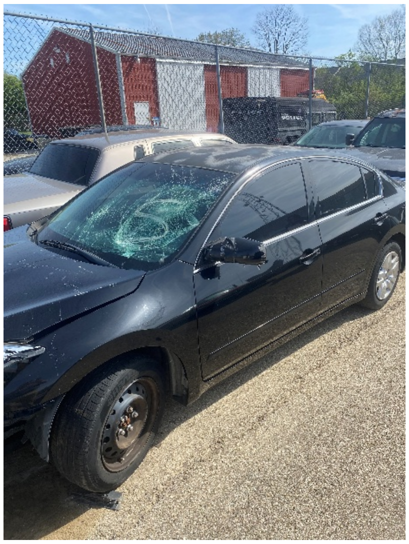
2. 1995 Lincoln
   VIN: 1LNLM81W7SY702853

Exhibit A

3. 2009 Dodge
   VIN: 1D8GT58K69W521695

4. 2011 Honda
   VIN: 5FNRL5H45BB082184

Exhibit A



5. 2011 Nissan
VIN: 1N4AL2AP2BN472506

6. 2006 Pontiac
VIN: 2G2WP552661176548

Exhibit A

7. 2003 Pontiac
   VIN: 1G2WK52J33F122803

8. 2011 Ford
   VIN: 1ZVBP8AM2B5128764

Exhibit A

9. 1994 Chevrolet
   VIN: 2G1WL54T2R9167412

10. 2009 Honda
    VIN: 19XFA16369E025052

11. 2000 Ford
    VIN: 1FAFP4448YF200830

12. 2001 Chevrolet
    VIN: 1GCEC14W21Z330835

13. 1996 Ford
    VIN: 1FALP42X0TF133620

14. 2009 Chevrolet
    VIN: 1G1AK58H197108954

Exhibit A

15. 2003 Chrysler
    VIN: 3C8FY78G13T647834

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:	4/29/2025
COUNCIL MEETING DATE:	May 6, 2025
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:	Essential Operation
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
5262	02/20/25	BS&A Software	$ 3,774.00	Community Development Software Services
5321	04/16/25	Tokio Marine HCC	$ 10,000.00	Deductible

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:	4/14/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Authorizing The City Manager To Waive The Fees Adopted In The Fee Ordinance For The Street Closures And Parking Meter Costs For The Oxford Chamber Of Commerce For The 2025 Annual Oxford Wine & Craft Beer Festival. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	A Thriving and Resilient Year-Round Economy
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
In 2024, the Chamber of Commerce expanded its wine festival to include a High Street closure. This prompted the need to reserve several parking meters for an entire day. They requested a waiver of all parking and road closure fees in 2024, and the Council granted it.

For this year, they are asking for the same area and again requesting a waiver of road closures and parking fees.
They need 150 parking spots at $12/day, which is $1,800, and 2 road closures at $150 each, which is $300, for a total waiver cost of $2,100.

These large one-day events are extremely staff-intensive and close the uptown area for an entire day. Staff fully support the wine festival and the creative placemaking it brings to our community. However, we have concerns regarding the equal treatment of nonprofits seeking a waiver of fees for their one-day, annual events. We do not have a system for when to say yes or no to a waiver of fees. What event is "worthy" of a waiver?

The parking fees are paid toward the repayment of the loan for the parking garage from the Capital

Improvement Fund, as well as for the garage's maintenance. Currently, we owe $440,000.00 towards the garage loan and paid $1,035,815.00 in its upkeep last year.

The City does waive fees for weekly events that are a few hours in length:

- The Summer Music, hosted by Enjoy Oxford, and their Main Street closure, and a few parking spots for bands on East Park Place.
- The Farmers' Market, hosted by the Oxford Farmers' Market and their use of the uptown surface lot, and during busy seasons, closure of East Park Place.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE THE FEES ADOPTED IN THE FEE ORDINANCE FOR THE STREET CLOSURES AND PARKING METER COSTS FOR THE OXFORD CHAMBER OF COMMERCE FOR THE 2025 ANNUAL OXFORD WINE & CRAFT BEER FESTIVAL.

WHEREAS, the Oxford Chamber of Commerce has requested the Council to consider waiving the fees for the street closures and parking meter costs for the 2025 Annual Oxford Wine & Craft Beer Festival; and

WHEREAS, the street closure fees are $300.00, and the parking meter fees are $1,800.00; and

WHEREAS, for a total not to exceed $2,100.00.

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

SECTION 1: Council, having considered the request and determined that the Oxford Wine & Craft Beer Festival is a benefit to the community and that waiving the fees for the street closures and parking meter costs is in the best interest of the community, hereby authorizes the City Manager to waive the fees for the street closures and parking meter costs for the 2025 Annual Oxford Wine & Craft Beer Festival.

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)

Uptown Park Permit Request

ROW 00898

Saturday, May 31, 2025

APPROVED

See stipulations below

Oxford Wine & Craft Beer Festival

Road Closure/Detour
Trash Boxes
Meter Rental
Service Personnel

City Council agenda - 05/06/2025

Public Health Butler County General Health District — Butler County Health Department notified

Food Trucks

crta Butler County Regional Transit Authority NOTIFIED

City of Oxford OHIO HOME OF MIAMI UNIVERSITY

Uptown Parks Permit Request

Memorial Park & Martin Luther King Jr. Park

* Organization Name
Oxford Chamber of Commerce

Organization Phone
513-523-5200

* Organization Mailing Address
102 W. High St., Oxford, OH 45056

Are you a non-profit?
Yes

* Contact's First Name
Kelli

* Contact's Last Name
Riggs

Contact's Phone
513-289-9909

* Email
president@oxfordchamber.org

* Contact's Mailing Address
34 Jeffrey Dr., Oxford, OH 45056

Which park(s) are you requesting? Select all that apply.

- [x] **Memorial Park (East Park Place & North Main Street - Pavilion)**
- [x] **Martin Luther King Jr. Park (West Park Place & North Main Street - Fountain)**

*** Name of the Event**

Oxford Wine & Craft Beer Festival

Projected Attendance

2000

Date Requested

May 31, 2025

Format: MM/DD/YYYY

Has this event been held previously?

Yes

Event Start Time & End Time

2:00pm-10:00pm

Set Up Time Range

8:00am-2:00pm

Tear Down Time Range

10:00-midnight

Event Description

Do you need reserved parking?

Yes

Are you requesting a road closure for this event?

Yes

Will there be portable heaters/fire pits?

No

Will tents, tables and/or chairs be used?

Yes

Will you need police officers for this event? Depending on the event, this may be required.

Yes

Will you be renting portable restrooms for this event? (if yes, we recommend renting ADA compliant portable restrooms)

Yes, and we do.

Will you need electricity?

Yes

Will you be bringing a sound system and/or technician?

Yes to both.

Will alcohol, food, services and/or other items be sold?

Yes

If yes to alcohol, food or service, please explain briefly.

Drink tickets for tastings, food trucks, vendors, etc.

Will you be exiting the park during the event? (i.e. for a race/run)

No

Any other information that you would like to share?

Please attach a site map sketch for this event, if possible.

Choose File No file chosen

Please attach the route map, if applicable (for parades, runs, etc...)

Choose File No file chosen

* **Event Details Accuracy Acknowledgement**

☑ **By checking this box, I acknowledge that all of the event details, as listed above, are accurate.**

Click here to read the Stipulations & Fees and then acknowledge below.

* **Event Stipulations & Fees Acknowledgement**

☑ **By checking this box, I acknowledge that I have reviewed the stipulations and estimated cost for the event and agree to compensate the City for services rendered as specified in the final invoice. If the event runs past the stated end time and/or the stipulations are not adhered to, I understand that additional charges will accrue and agree to compensate the City accordingly.**

Indemnification Clause: The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and employees from and against all suits or claims that may be based on damage or injury or death to any person or property that may occur while the City of Oxford property is being used by Permittee. Permittee further agrees to the payment of the City's attorneys' fees for all claims and damages arising directly or indirectly from or related to the use, occupancy or possession of the City of property. Damages includes all liabilities, costs, losses, fines, penalties, claims suits, actions, costs and expenses.

* **Indemnification Clause Acknowledgement**

☑ **By checking this box, I acknowledge that I have reviewed the indemnification clause above.**

* **Today's Date**

April 23, 2025

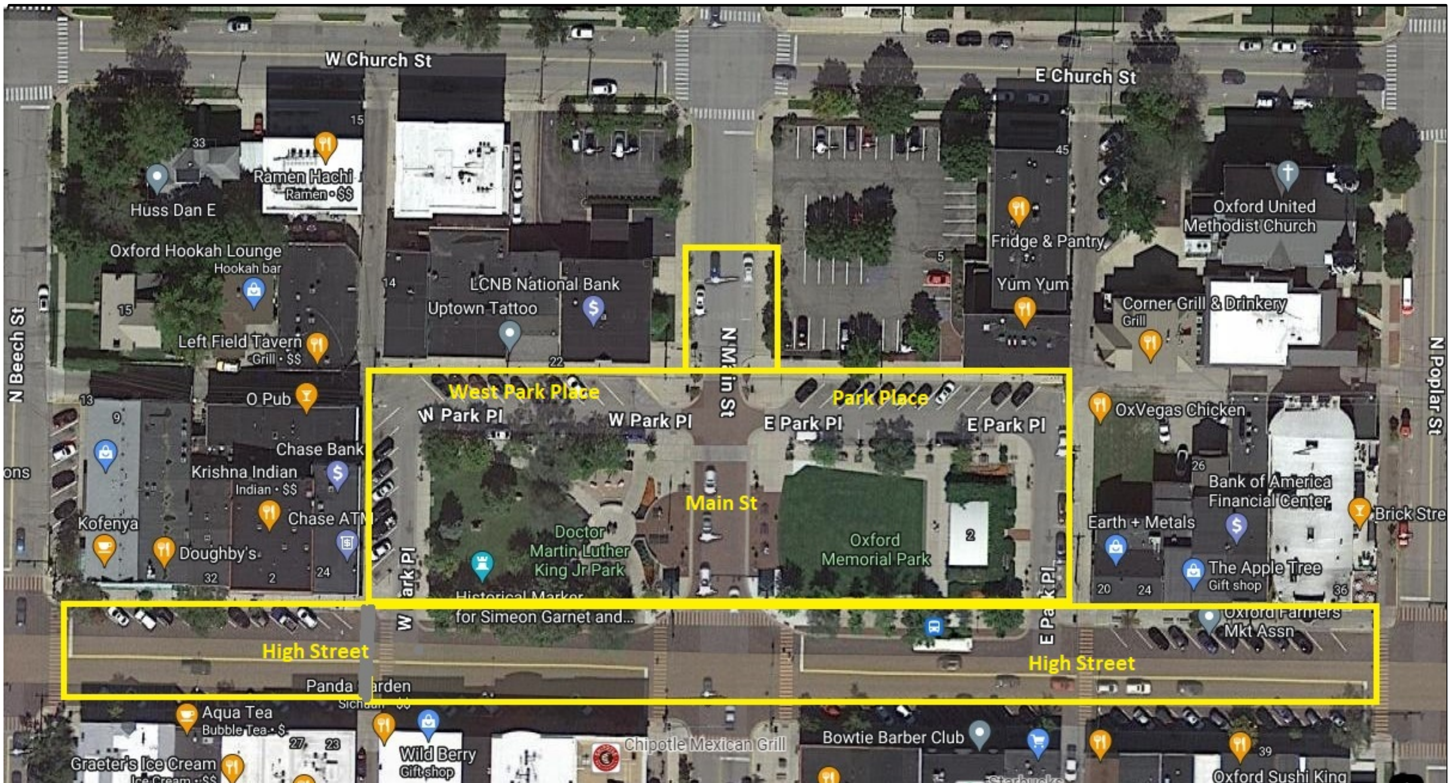
Format: MM/DD/YYYY

* **Electronic Signature**

Kelli Riggs

If approved, you will receive an approved permit. If an invoice is required, it will also be sent with the approved permit. Invoice payment is due prior to the event.

If you have any questions, reach out to John Buchholz at (513) 839-4781 or jbuchholz@cityofoxford.org.



Request closure of the following streets/areas for annual Wine & Craft Beer Festival.

Area shall be cleaned at the end of each day

It is <u>PROHIBITED</u> to insert anything into the ground within any park due to the irrigation system

The City of Oxford reserves the right to modify, suspend, or revoke this permit at the sole discretion of the City of Oxford.

Certificate of Liability

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Event Permit Number			**ROW 00576**
Event Name:	**Oxford Wine & Craft Beer Festival 2025**	Event Date:	Saturday JMsy 31, 2025
Set Up Time	8 am - 2 pm	Tear Down Time	10 pm - Midnight
Event Start/End Time	2 pm - 10 pm		
Organizing Group	Oxford Chamber of Commerce		
Event Contact Name	Kelli Riggs		
Contact Address	34 Jeffrey Drive, Oxford, OH 45056		
Contact Email	president@oxfordchamber.org		
Contact Cell	513-29-9909		
Areas Utilized	MLK Park, Memorial Park, Main St, High St		
Event Map Attached?	Yes		
Police Officers Needed?	Yes	How Many	36 hours
		Time Range	2 pm - 10 pm
Fire/EMS Needed?	No	How Many	
		Time Range	
Service Personnel	Yes	How Many	20 hours
		Time Range	8 am - Midnight
Meter Rental	Yes	Meter Numbers	East Park Place West Park Place Main St High (Poplar - Beech) 8 am - Midnight
Street Closure		List Streets	East Park Place West Park Place Main St High Poplar - Beech) 8 am - Midnight
Trash Boxes	Yes	How Many	25
Electric Needed	Yes	Details:	
Insurance Required	Yes	Details:	
Portable Restrooms	Yes	Details:	
Bringing Sound System	Yes	Details:	
Live animals present	No	Details:	
Food for Sale	Yes	Permit Number	
Alcohol For Sale	Yes	Permit Number	
Other		Details:	

Department Approval	**Department Head Name**	**Date Reviewed**	**Notes:**
Police	John A Jones, Chief of Police	04/23/2025	
Fire			
Service	Mike Driesback, Service Director	04/23/2025	
Recreation			
City Manager	Jessica Greene, Asst City Manager	04/23/2025	

Event approved?	Yes
Conditions:	
Documents Attached	

Uptown Parks Stipulation & Fees
Memorial Park & Martin Luther King Jr. Park

Applicants should allow a minimum of five business days for the request to be processed from the time it is submitted to City Officials. *Please provide the City with as much lead time as possible. Events requiring road closures and staffing will require additional processing time. Large event requests shall be submitted no less than ninety (90) days in advance of the event.*

1. Large events (estimated at over 500 people), including all concerts and performances, will require additional approval by City Departments.
2. Events exceeding 2 consecutive days or repeat events of 2 or more sessions will require City Council approval.
3. At least one legally responsible adult must sign the request.
4. The usage may not discriminate against a given class of people.
5. All ordinances that regulate noise shall be observed, unless a variance is requested and approved.
6. The applicant is responsible for cleanup and removal of litter & trash immediately after the event. Failure to clean up may result in subsequent requests being denied or a deposit being required. In addition, a cleaning charge may be assessed.
7. Safety staffing levels will be determined by the Oxford Police Department and the applicant may be required to hire police officers.
8. All special conditions specified by department heads must be complied with. Fees will be assessed for special services.
9. No markings may be made on streets or sidewalks within the public right-of-way.
10. No motor vehicles may be parked within the area of the park or on any sidewalk.
11. Banners are only permitted on the stage area during the function and must be removed immediately after the event. Tying is the only acceptable way of affixing a banner to the stage area.
12. The applicant is responsible for damage to grass, shrubs or trees as a result of the event and agrees to compensate the City of Oxford the cost of repairs and/or replacement.
13. No structure shall be defaced and no structure shall be erected within four feet of the base of a tree or shrub.
14. No nails, spikes, tacks or adhesive material may be driven into or affixed to trees or into the ground within any park. This includes sign or flag frames, posts, spikes, etc… Applicant is financially responsible for damages to parks and infrastructure.
15. If alcohol will be sold at the event, you must obtain F2 permit from the Ohio Department of Commerce, Division of Liquor Control and obtain approval from either City Council or the City Manager.
    a. Note: Event participants may use Oxford's year-round Designated Outdoor Refreshment Area (DORA). No permit is required for DORA usage, but please follow DORA rules.

16. Food for sale is allowed at events hosted by a nonprofit or charitable community organization. Food trucks or tents must have a mobile food unit license or a temporary food license through the Butler County Board of Health.
17. The applicant will be required to provide the City with a certificate of insurance naming the City as an additional insured for events with banner installation, live animals or inflated play structures with a minimum of $1M coverage. Insurance for other events may be required and reviewed on a case by case basis.
18. The Permittee hereby agrees to indemnify, defend, save and hold harmless the City of Oxford its officers and employees from and against all suits or claims that may be based on damage or injury or death to any person or property that may occur while the City of Oxford property is being used by Permittee. Permittee further agrees to the payment of the City's attorneys' fees for all claims and damages arising directly or indirectly from or related to the use, occupancy or possession of the City of property. Damages includes all liabilities, costs, losses, fines, penalties, claims suits, actions, costs and expenses.

729.05 SALES ON CERTAIN MUNICIPAL PROPERTY PROHIBITED. No person shall sell, offer to sell or solicit orders for goods, wares or merchandise for immediate or future delivery, or services to be furnished, performed or provided in the present or in the future, within parking meter zones or upon any municipally-owned or controlled property other than streets. This law shall not be applicable to nonprofit or charitable community organizations operating with the express consent of the Office of the City Manager and shall not apply to the lawful use of sidewalk space where such use is expressly authorized by the Codified Ordinances of Oxford, nor shall this section be applicable to the selling at a Farmers' Market of farm produce when such produce has been raised and grown by the vendors and provided that such selling has been specifically authorized and regulated by the Council. Any sale or use of alcohol upon any municipally-owned or controlled property shall be approved by City Council. (Ord. 3211. Passed 3-19-13.)

Parking	
No Parking Sign	$1/each
Metered Parking (less than 4 hours)	$6/each
Metered Parking (4 or more hours)	$12/each
Personnel	
First Police Officer	$60 per hour
Additional Officer (s)	$60 per hour
Police Supervisor (required for each 4 Police Officers)	$70 per hour
Police Command Officer (required for two squads of five Officers)	$80 per hour
Street Department Personnel	$30/hour
Electrician	$120 plus materials
Event Trash cans	$6

<u>Road Closure</u> Main Street US 27 Detour **includes labor <u>Sports Fields/Gazebo</u> Contact Oxford Parks & Recreation Department at 513-523-6314	$150** $150**

INVOICE

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Customer ID:	00031
Invoice Number:	0000003696
Service Date:	05/31/2025
Invoice Date:	04/24/2025
Due Date:	05/30/2025

Property Address:

Bill To:

Oxford Chamber of Commerce
102 W HIGH ST
OXFORD, OH 45056-1712

Pay To:

CITY OF OXFORD
15 South College Avenue
OXFORD, OH 45056
United States

513-524-5221

Payment is due prior to the event!

Code	Description	Quantity	Unit Price	Amount
St Per	Streets Personnel for ROW	20.00	30.00	600.00
PD Per	Police Personnel for ROW	36.00	60.00	2,160.00
Trash	Trash/Recycle bin	25.00	6.00	150.00
P spot	METERD PARKING SPOTS	150.00	12.00	1,800.00
Rd Clo	DETOUR/ROAD CLOSURE	2.00	150.00	300.00

ROW 00898 MAY 31, 2025
WINE AND CRAFT BEER FESTIVAL 2025

RESOLUTION 7581 WAIVES ROAD CLOSURE AND PARKING FEES.

Total Invoice:	5,010.00
Payments Applied:	0.00
Adjustment:	2,100.00
Total Due:	5,010.00

Please detach bottom portion and return with your payment.

INVOICE

CITY OF OXFORD
15 South College Avenue
OXFORD, OH 45056
United States

Customer ID:	00031
Invoice Number:	0000003696
Service Date:	05/31/2025
Invoice Date:	04/24/2025
Due Date:	05/30/2025

Property Address:

Oxford Chamber of Commerce
102 W HIGH ST
OXFORD, OH 45056-1712

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:	4/15/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution To Accept The Recommendation Of The Recreation Board And To Authorize A Letter Of Request To Butler County Regional Transit Authority For Expanded Transportation Routes (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:
The Recreation Board of Oxford met in March 2025 and made a formal recommendation to the City Council to send a letter to Butler County Regional Transit Authority (BCRTA) requesting expanded seasonal bus routes.

As stated by the Rec Board, the rationale for this proposed expansion is as follows:

"The goal of these expanded routes is to provide access to the Aquatic Center and Knolls of Oxford and the Locust Street business corridor. The community park and aquatic center is difficult to access to those without a motor vehicle and Oxford's largest senior community, The Knolls of Oxford, do not have adequate access to being active members in our local economy. The addition of this expanded route would solve these issues."

Currently, the city provides no financial support to BCRTA. Miami University has a contract with them for their Miami-Oxford routes. Any resident in the County can ride BCRTA for free.

Mr. Jacob Young, Chair of the Rec Board, is here to explain their recommendation.

RESOLUTION NO.

A RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE RECREATION BOARD AND TO AUTHORIZE A LETTER OF REQUEST TO BUTLER COUNTY REGIONAL TRANSIT AUTHORITY FOR EXPANDED TRANSPORTATION ROUTES.

WHEREAS, the Oxford Comprehensive Plan has an action item to improve access to parks, recreation and cultural facilities and programs; and

WHEREAS, the City of Oxford Recreation Board has identified a growing need for expanded public transportation options to better serve residents, including access to recreational facilities, employment opportunities, and essential services; and

WHEREAS, the Recreation Board, following public input and data analysis, has formally recommended that the City request additional transit routes or increased frequency along existing routes to enhance accessibility and community well-being; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, OHIO:

SECTION 1: That the City of Oxford hereby accepts the recommendation of the Recreation Board regarding the need for expanded transportation services.

SECTION 2: That the City Manager is hereby authorized and directed to prepare and send a formal letter of request to the Butler County Regional Transit Authority, advocating for the expansion of transportation routes in accordance with the Recreation Board's recommendation.

SECTION 3: This Resolution shall become effective immediately upon its passage.

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MAYOR

ADOPTED:
ATTEST:

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

Jacob E. Young
6462 Contreras Road
Oxford, OH 45056
youngje1809@gmail.com
+1 (513) 805-5923
March 17th, 2025

Butler County Regional Transit Authority
Luke Morgan
Director of Operations
3045 Moser Court

Dear Mr. Morgan or whom it may concern,

We hope this letter finds you well. We are writing to propose the addition of a seasonal bus route to Oxford's community park/aquatic center and the Knolls of Oxford. As residents of Oxford and members of the recreation board, we have observed that the Oxford community park and aquatic center are significant community assets, providing valuable recreational opportunities to residents of all ages. However, access to these facilities is limited for many individuals, especially those who do not own a vehicle or have mobility concerns.

Currently, public transportation options to the community park are inadequate, making it difficult for many community members to enjoy these facilities. A seasonal bus route would not only improve accessibility but also encourage greater participation in recreational activities, especially during the warmer months when the park and aquatic center are most frequented.

In addition, we would like to propose the inclusion of a bus stop at the Knolls of Oxford, as part of this seasonal route. Many of our senior residents rely on public transportation to remain active and engaged in the community. A dedicated stop at the Knolls would allow them easy access to the park and aquatic center, enhancing their ability to take part in social and recreational activities, and would be a valuable addition to the route.

We propose that the transportation authority consider implementing a bus route that connects the city of Oxford to the park, aquatic center, and the Knolls of Oxford, operating primarily during the summer season, when demand for these facilities is highest. We believe that the route could connect from the new Chestnut Street hub to the community park/aquatic center and Knolls of Oxford, then to the Kroger stop, and back to the Chestnut Street hub. Additionally, we believe that such a route would increase ridership and demonstrate the authority's commitment to enhancing the quality of life for all residents.

We would be happy to meet with you to discuss this proposal further and explore potential logistical considerations. Thank you for your time and consideration. We look forward to hearing from you and hope that you will consider this request for the benefit of the Oxford community.

Sincerely,

Recreation Board for the City of Oxford
Chairman, Jacob E. Young

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:	4/24/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Accepting The Recommendation Of The Housing Advisory Commission To Work With Empower Me Living And Inclusive Housing Resources To Develop 5234 Hester Road And Instructing The City Manager To Begin Negotiations To Prepare Development And Purchase Agreements (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Housing Opportunities for Everyone
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Jessica Greene DRE

DISCUSSION:
In January 2025, the City of Oxford issued a Request For Proposals (RFP) for an affordable housing development at 5234 Hester Road. Four firms submitted proposals:

- Empower Me Living
- Gay & Usher, LLC
- Habitat for Humanity of Greater Cincinnati
- Homefull

The scoring committee consisted of members of city staff and the Housing Advisory Commission. Members shared their scoring and ranking for each proposal. Based upon this review, the committee selected two finalists to interview: Empower Me Living and

Habitat for Humanity.

The top two-ranked applicants, Empower Me Living and Habitat for Humanity, have strong experience and initial funding to get their projects started immediately. Both top-ranking applicants proposed income-aligned housing and supportive programming.

The third-ranked applicant, Homefull, had a strong proposal but did not have funding aligned and did not plan to start the project until 2027. 2027 was the finish date for the other two top-scoring proposals.

The fourth-ranked applicant, Gay & Usher LLC, provided scant details in their proposal, which caused them to score low.

The committee asked city staff to conduct follow-up interviews with the finalists. Staff interviewed both top candidates and asked for additional information. Based on a review of their responses and interviews, staff recommended to the Housing Advisory Commission to advance working with Empower Me Living and their partner, Inclusive Housing Resources.

The Housing Advisory Commission accepted the staff recommendation and voted on Thursday, April 17, 2025, to advance the Empower Me Living proposal to City Council at the May 6th Council meeting to allow the city to begin negotiations for a development and purchase agreement.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE HOUSING ADVISORY COMMISSION TO WORK WITH EMPOWER ME LIVING AND INCLUSIVE HOUSING RESOURCES TO DEVELOP 5234 HESTER ROAD AND INSTRUCTING THE CITY MANAGER TO BEGIN NEGOTIATIONS TO PREPARE DEVELOPMENT AND PURCHASE AGREEMENTS.

WHEREAS, the 2023 Oxford Comprehensive Plan has a goal of Housing for Everyone and an objective to ensure housing affordability and attainability for all income levels; and

WHEREAS, the Housing Advisory Commission has reviewed development proposals for the property located at 5234 Hester Road and has recommended collaboration with Empower Me Living and Inclusive Housing Resources; and

WHEREAS, Empower Me Living and Inclusive Housing Resources have demonstrated a shared commitment to providing inclusive, accessible, and supportive housing solutions that align with the City's goals for equitable community development; and

WHEREAS, The City used American Rescue Act funds to purchase 5234 Hester Rd. for the purpose of affordable housing development; and

WHEREAS, Empower Me Living and Inclusive Housing Resources plan to develop 16 homes and sell them to residents at or below 80% of the Area Median Income, of which will be dedicated to serving adults with developmental delays.

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

SECTION 1: That the City Council hereby accepts the recommendation of the Housing Advisory Commission to pursue a development partnership with Empower Me Living and Inclusive Housing Resources for the property located at 5234 Hester Road.

SECTION 2: That the City Manager is hereby instructed to enter into negotiations and prepare development and purchase agreements with Empower Me Living and Inclusive Housing Resources, outlining the terms, responsibilities, and performance expectations for the development of 5234 Hester Road.

SECTION 3: That this Resolution shall take effect and be in full force from and after the earliest period 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:	4/25/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Accepting The Recommendation Of The Public Art Commission Of Oxford, And Authorizing The Release Of A Call For Art For A Mural Installation At The City Of Oxford Public Parking Garage (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	JG DRE

DISCUSSION:

The Oxford Comprehensive Plan has an objective to promote parks, arts, and culture throughout the community and an action item to encourage creative placemaking for a more engaging community and visitor experience. At the January 2025 City Council retreat, Councilors learned that the Locust Street Mural must be postponed until 2026 because of the delay from Duke Energy. They then discussed other mural locations. At the recommendation of the Public Art Commission, councilors indicated an interest in the municipal parking garage.

The Public Parking Garage is a highly visible and prominent location in our community. After discussions with the City Manager and Service Director, it is advised that the mural be installed as a panel-type system and not to paint directly on the brick surface.

The Public Art Commission met and reviewed a draft call for art, which is attached. The commission recommended to the Council that we proceed with a call for art for a mural to be installed on the parking garage.

The goal will be an art installation in fall 2025.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE PUBLIC ART COMMISSION OF OXFORD, AND AUTHORIZING THE RELEASE OF A CALL FOR ART FOR A MURAL INSTALLATION AT THE CITY OF OXFORD PUBLIC PARKING GARAGE.

WHEREAS, The Oxford Comprehensive Plan has an objective to promote parks, arts and culture throughout the community and an action item to encourage creative placemaking for a more engaging community and visitor experience; and

Whereas, the City of Oxford seeks to enhance the aesthetic appeal and community pride through the installation of public art; and

WHEREAS, murals have been proven to promote community identity, attract visitors, and support the vitality of public spaces; and

WHEREAS, the City recognizes the Public Parking Garage as a highly visible and prominent location suitable for a mural installation that will benefit residents, businesses, and visitors; and

WHEREAS, providing opportunities for artists to create large-scale public artworks aligns with the City's ongoing commitment to supporting arts and culture.

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

SECTION 1**:** The City Manager, or designee, is hereby authorized and directed to release a Call for Art inviting artists to submit proposals for a mural to be installed at the City of Oxford Public Parking Garage.

SECTION 2: The Call for Art shall be open to qualified artists and shall include project details, eligibility requirements, selection criteria, and timelines necessary for a competitive and transparent selection process.

SECTION 3: The City Manager, or designee, is further authorized to take any and all actions necessary to carry out the intent of this Resolution, including entering into any agreements with selected artist(s) for the completion of the project.

SECTION 4: This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

____

MAYOR

ADOPTED:

ATTEST:

____

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

REQUEST FOR ARTIST QUALIFICATIONS

The City of Oxford, Ohio, in collaboration with the Public Arts Commission of Oxford (PACO), is soliciting artist qualifications to design and install a mural on the Oxford Municipal Parking Garage. This call for art aims to select an artist responsible for implementing a vibrant and engaging mural that enhances the community's character.

All proposals will be reviewed by a selection committee made up of PACO members and project stakeholders. The committee will then recommend up to three finalists to further develop their design concepts. There may be a public info session for input on the final design. A final artist will be selected for implementation based on their qualifications, vision, and ability to execute the project.

PROJECT BACKGROUND

The City of Oxford established the Public Arts Commission of Oxford (PACO) to promote and facilitate public art projects that contribute to the city's cultural landscape. PACO is comprised of community volunteers appointed by the City Council. It works to implement public art initiatives and identify funding sources to support artistic endeavors.

Oxford's 2023 Comprehensive Plan includes objectives to “promote parks, arts, and culture throughout the community” and an action item to “encourage creative placemaking for a more engaging community and visitor experience.” This project aligns with these goals by integrating public art into a prominent uptown location, creating an inspiring and inviting environment.

We encourage artists to review the Comprehensive Plan and develop a concept that aligns with the City’s vision for public art. The mural should appeal to a broad audience and be family-friendly.

Location: Oxford Municipal Parking Garage at 6 West Walnut Street, corner location facing Main and High Street.

Mural Details & Dimensions: The City of Oxford prefers that this mural be installed on a panel system adhered to the brick surface. This system should have at least a 10-plus-year lifespan, but be removable. The area available for the mural is shown in the photos below. The artist may decide how much of the area to utilize and should provide that in the submission.

Timeline:

- RFQ Issued: May 7th, 2025
- Submission Deadline: July 10th, 2025
- Review of Qualifications & Top 3 Finalist Selection: July 14th, 2025
- Finalist Concept Deadline: August 8th, 2025
- Final Artist Selection: August 11th, 2025
- Mural Completion: By the end of 2025

ELIGIBILITY

- Open to artists and designers aged 18 and older.
- Artists from all backgrounds are encouraged to apply.
- Experience with large-scale mural projects is preferred but not required.

SELECTION PROCESS

1. PACO and project stakeholders will review the submitted qualifications.
2. Three (3) finalists will be selected to create a detailed design proposal.
3. Finalists will be paid $200 each for their design proposal.
4. The selection committee will choose a final artist or may request revisions before final selection.
5. The selected artist will collaborate with the city to finalize the implementation plan and timeline.
6. The artist will enter into an agreement with the City of Oxford.

Project Budget: The selected artist will be compensated at a rate of $20 to $40 per square foot of mural space. This payment must cover all materials, equipment, and labor costs associated with the mural installation, including but not limited to: wall preparation, lifts, scaffolding, payroll, art supplies, and travel expenses. The City of Oxford will coordinate the right-of-way and waive fees associated with that.

SUBMISSION INSTRUCTIONS FOR RFQ

1. Past Experience:

- Describe your experience as an artist, including relevant training and public art projects.
- Provide a list and 1-3 examples of past public art projects completed within the last five years.

2. Current Resume/CV:

3. Include at least one reference letter relevant to your creative work experience.

4. Design Concept (Preliminary):

- Submit a simple black-and-white sketch (line work only) suggesting your proposed design concept. Include a photo of the parking garage with an overlay showing what available areas your mural would utilize and what the square footage of the mural would be.
- Provide a 50-100 word description explaining the theme and inspiration behind your concept.
- Tell us what material and what system you would use to install the mural.
- Please note: Highly developed or full-color designs will not be accepted at this stage.

SUBMISSION PROCESS

Submissions may be sent via email or delivered in person:

- Email: Jessica Greene – JGreene@cityofoxford.org
- Mail/Drop-off: City of Oxford Municipal Building
  Attention: Jessica Greene
  15 S. College Avenue, Oxford, OH 45056

Submission Deadline: July 10th, 2025, by 5:00 PM.

NEXT STEPS

If the selection committee agrees on three finalists, they will be notified after the selection review on July 14th. The finalists will have until August 8th to submit their final design. Each finalist will be compensated with $200 for their final design.

The City of Oxford reserves the right to cancel or reissue this RFQ at any time and to select or reject any applicant based on the city's best interests.

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:	4/25/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	A Resolution Accepting The Bid And Authorizing The City Manager To Enter Into An Agreement With Benchmark Land Management, LLC For The Construction Of Road, Drainage, And Sidewalk Improvements On South Locust Street At A Cost Of $430,709.00 Plus A Contingency In The Amount Of $43,070.90 For A Total Cost Not To Exceed $473,779.90. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Accessible, High-Quality Infrastructure
BUDGETED AMOUNT:	$ 372,000
ACCOUNT CODE:	141.720.63165
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD DRE

DISCUSSION:
The City has budgeted $372,000 in the Capital Improvement Fund for the construction of road improvements on South Locust Street. Improvements include the installation of a drainage conduit in the open ditch on the east side of S. Locust Street north of Spring St; new sidewalk above the culvert from Spring Street to the north side of West Collins Street; new sidewalk on S. Locust St. north of Brookview Court to complete missing segments of the sidewalk network; and the installation of two rapid flash beacon pedestrian crossing systems with high visibility crosswalk markings at Brookview Ct and W. Collins St.

The Engineering Division has been awarded a grant from Ohio Dept. of Transportation's (ODOT) Systemic Safety Program of $387,638.10. The City will be responsible for any amount over this grant award to fund the project.

Plans and specifications were developed by Bayer Becker Engineers in conjunction with the Engineering

Division. The project was advertised for bids in the Journal News and numerous project clearinghouses on March 28 and April 4, 2024. Bids were opened and read aloud on April 11, 2025, with the following results:

Benchmark Land Management LLC	**$ 430,709.00**
Majors Construction, Inc.	432,624.56
Brackney, Inc.	459,287.00

The City will utilize direct billing by the contractor to the grant agency (ODOT) for an amount not to exceed $387,638.10. The remainder of the project contract will be paid with local funds from 141.720.63165.

This Resolution shall authorize the City Manager to enter into an Agreement with Benchmark Land Management, LLC for the construction of specified drainage, sidewalk, and pedestrian crosswalk improvements at a cost of $430,709.00. Staff is also requesting a contingency in the amount of $ 43,070.90; therefore, the total amount not to exceed shall be **$ 473,779.90**. Of this amount, ODOT will pay a maximum of $387,638.10 from its Systemic Safety grant fund. The City's maximum local expense for the project is $86,141.80.

RESOLUTION NO.

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BENCHMARK LAND MANAGEMENT, LLC FOR THE CONSTRUCTION OF ROAD, DRAINAGE, AND SIDEWALK IMPROVEMENTS ON SOUTH LOCUST STREET AT A COST OF $430,709.00 PLUS A CONTINGENCY IN THE AMOUNT OF $43,070.90 FOR A TOTAL COST NOT TO EXCEED $473,779.90.

WHEREAS, a request for bids was published in the *Journal News* and with multiple plan clearinghouses on March 28h and April 4th, 2025. Sealed proposals were opened and read aloud on April 11, 2025, with three firms submitting bids; and

WHEREAS, the City Manager and the Service Director recommend Council accept the bid and authorize the City Manager to enter into an agreement with Benchmark Land Management, LLC for the construction of road, drainage, and sidewalk improvements on South Locust Street at a cost of $430,709.00 plus a contingency in the amount of $43,070.90 for a total cost not to exceed $473,779.90.

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

SECTION 1: Council finds Benchmark Land Management, LLC to be the lowest and best bidder and accepts the bid of $430,709.00 for the construction of road, drainage, and sidewalk improvements on South Locust Street.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Benchmark Land Management, LLC for the construction of road, drainage, and sidewalk improvements on South Locust Street at a cost of $430,709.00 plus a contingency in the amount of $43,070.90 for a total cost not to exceed $473,779.90.

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)

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:	4/29/2025
COUNCIL MEETING DATE:	May 6, 2025
AGENDA TITLE:	An Ordinance Amending Ordinance No. 3783 Supplemental Budget Ordinance Number 3 To Make Supplemental Appropriations For Fiscal Year 2025. (Heidi Ridenour, Finance Director)
COUNCIL GOAL AREA:	Financial Responsibility
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	HR DRE

DISCUSSION:

Issue 1: $20,000.00 – Fire/EMS Property Tax Fund 430

To make adjustment to budgeted appropriations to account for fees associated with the collection of the Fire/EMS levy on property taxes. Total first half collection for the Fire/EMS levy was $661,218.56, which exceeds our expectation of $635,000.00. However, we realize that some taxpayers choose to pay the tax obligation in full in the spring. We will continue to watch the collection with the second half payment to ensure our obligation to the Fire/EMS fund transfer for 2025.

Issue 2: $91,472.00 – CDBG Fund 126

To make adjustment to budgeted appropriations to account for 2024 project expenditures in 2025. A portion of the 2024 budget allocation was projected to be expended in 2024. That did not occur and therefore will need to be appropriated in 2025.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3783 SUPPLEMENTAL BUDGET ORDINANCE NUMBER 3 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2025.

WHEREAS, additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds.

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

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

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

CDBG Fund 126	91,472.00
Fire/EMS Property Tax Levy Fund 431	20,000.00

SECTION 4: In all other respects, Ordinance No. 3783 shall remain in full force and effect.

SECTION 5: This ordinance shall take effect immediately upon its adoption.

____
MAYOR

ADOPTED:
ATTEST:

____
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)