Monroe Council Agenda
Regular Meeting of Council
May 26, 2020 – 6:30 p.m.

This meeting will be held electronically pursuant to Ohio Revised Code Section 121.221
The meeting can be viewed live at Facebook.com/MonroeOhio
Public comments or questions must be submitted no later than 6:30 p.m. EST on Monday, May 25, 2020, to the Clerk of Council at wassona@monroeohio.org. These comments or questions will be read into the record during the Visitors section of the meeting. You must include your name, address, telephone number, and comments or questions. Comments or questions shall not exceed three minutes in length when read.

Pledge of Allegiance

Roll Call

Approval of the Minutes **–** Council Minutes of May 12, 2020 and Finance Committee Minutes of May 19, 2020

Visitors

Committee Reports

Public Works Committee
Finance Committee
Administrative Liaison Committee
Technology Committee
Public Involvement Committee
Public Safety Committee

Old Business

Resolution No. 32-2020. A Resolution authorizing the City Manager to enter into an amended agreement by and between the City of Monroe and the Monroe Local School District to provide for the waiver of payments for School Resource Officers during periods of time when the services are not utilized. (Second Reading)

Resolution No. 33-2020. A Resolution authorizing the City Manager to enter into a lease agreement by and between the City of Monroe and VirTra for a V-300 Training System for the Department of Police. (Second Reading)

New Business

Emergency Resolution No. 34-2020. A Resolution accepting the lowest and/or best bid submitted for the ADA Ramp Concrete Replacement Project, authorize the City Manager to enter into an agreement with W. G. Stang, LLC, for said project, and declaring an emergency.

Resolution No. 35-2020. A Resolution authorizing the City Manager to enter into Indefeasible Right-to-Use Agreements by and between the City of Monroe and the SouthWest Ohio Computer Association for the utilization of fiber systems.

Resolution No. 36-2020. A Resolution authorizing the City Manager to enter into an Indefeasible Right-to-Use Agreement by and between the City of Monroe and the SouthWest Ohio Computer Association for the utilization of fiber systems specifically for traffic signals.

Ordinance No. 2020-18. An Ordinance amending and supplementing Ordinance No. 2020-08, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2020.

Ordinance No. 2020-19. An Ordinance combining the 1989 Levy Fund and the 2005 Levy Fund to create a new fund titled Fire & EMS Levy Fund.

Ordinance No. 2020-20. An Ordinance closing the Public Safety Grant Fund and authorizing the transfer of the balance of this fund to the General Fund.

Consideration of Motion to permit the Monroe Sports Association to proceed with the use of the Monroe Community Park within the guidelines set by the State of Ohio.

Administrative Reports

Adjournment

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Old Business

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Resolution No. 33-2020. A Resolution authorizing the City Manager to enter into a lease agreement by and between the City of Monroe and VirTra for a V-300 Training System for the Department of Police. (Second Reading)

New Business

Emergency Resolution No. 34-2020. A Resolution accepting the lowest and/or best bid submitted for the ADA Ramp Concrete Replacement Project, authorize the City Manager to enter into an agreement with W. G. Stang, LLC, for said project, and declaring an emergency.

Background. This is to approve the rebid for the ADA ramp concrete replacement program. W.G. Stang, LLC was the lowest and best bidder on this project. The engineer's estimate was $54,890.90, W.G.Stang came in at $33,986.00. Please see attachment for a list of areas affected by this project. $100,000.00 was set aside for concrete rehabilitation in the 2020 Capital Budget.

Resolution No. 35-2020. A Resolution authorizing the City Manager to enter into Indefeasible Right-to-Use Agreements by and between the City of Monroe and the SouthWest Ohio Computer Association for the utilization of fiber systems.

Background. The City previously entered into an agreement with SWOCA and Liberty Township to apply for a grant that would extend fiber to connect the Butler County Fiber Loop, which SWOCA now manages the City's existing fiber assets, and assist in connecting Liberty Township Facilities. The construction of that project is now complete. The Indefeasible Right-to-Use Agreements (IRU) related to this legislation allows for access to SWOCA assets by the City and access to City assets by SWOCA. Because some sum must be paid for this type of agreement between government and quasigovernmental agencies, each agreement has a cost of $1.

SWOCA will be able to improve their services to Schools and the City though the use of our fiber by saving money on the need to add additional fiber on the route that we have. The City will gain access to fiber on SWOCA's system with the ability to connect to our facilities and Parks along that route, which includes Monroe Crossings Park, Bicentennial Commons, Rosemont Park and the Route 4 Fire House. It also gains us direct access to the Services that SWOCA provides, which includes access to lower cost internet connection, offsite backup services and connection to the states fiber ring allowing for secure connection between the police department and the crime labs.

Resolution No. 36-2020. A Resolution authorizing the City Manager to enter into an Indefeasible Right-to-Use Agreement by and between the City of Monroe and the SouthWest Ohio Computer Association for the utilization of fiber systems specifically for traffic signals.

Background. This particular IRU will allow the City to use additional fibers in the SWOCA system for the sole purpose of interconnecting the traffic signals along SR63 at Yankee, Salzman and Hollytree as well as the signal at SR4 and Roden Park. The additional fiber connections are needed over what is considered in the other agreements because of the amount of data transferred from each of those intersections, which include traffic control management and video to monitor those areas. This supplies and additional connection with a dedicated fiber so that no interruptions from other fiber traffic would occur. The cost of this connection is being finalized and will be provided prior to the second reading of the ordiance. This option was considered a better option and will be much less expensive than the cost of extending our own fiber over that distance.

Ordinance No. 2020-18. An Ordinance amending and supplementing Ordinance No. 2020-08, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2020.

Background. Please see the attached summary.

Ordinance No. 2020-19. An Ordinance combining the 1989 Levy Fund and the 2005 Levy Fund to create a new fund titled Fire & EMS Levy Fund.

Background. In 1989, residents approved a two and a half mills property tax levy to help fund the Fire Department. In 2005, residents approved an additional two mills for the Fire Department. Ohio Revised Code §5705.09(d) requires that the City establish a new fund for each "special" property tax levy. As such, the City created Fund 2310 for the 1989 levy and Fund 2320 for the 2005 levy. However, it is Mr. Callahan's opinion that residents intended both fire levies to be used for the same purpose This allows the City to combine the two funds to simplify its chart of accounts and the accounting needed to record the receipt and use of the two levies.

I have also reached out to Clark Schaefer Hackett, our financial auditors, and per an email dated 05/01/2020, Mr. Pritchard states:

"Regarding your question below I would say that based on having a legal opinion that the levies can be used for the same purpose there would be no need to have two funds (the idea of having the two funds is two ensure that restricted revenue is being accounted for separately and used only for the specific purpose). I would defer to your legal counsel's legal opinion."

Ordinance No. 2020-20. An Ordinance closing the Public Safety Grant Fund and authorizing the transfer of the balance of this fund to the General Fund.

Background. In February 2008, City Council approved Ordinance No. 2008-07, which created the Department of Public Safety Grant Fund. This fund recorded the receipt of a grant from the Ohio Department of Public Safety for training and equipment for emergency medical services. The City received an additional grant in 2013 and one in 2014. This fund currently has a cash balance of $1,522.69, which has not changed since 2014.

Per ORC 5705.14(D), a special revenue fund can be closed and the funds transferred to the General Fund "after the termination of the activity, service, or other undertaking for which such special fund existed, but only after the payment of all obligations incurred and payable from such special fund."

As this fund has been dormant since 2014, I recommend that City Council close the fund and authorize the transfer of the remaining balance to the General Fund as permitted by Ohio Revised Code. Moreover, as this revenue was initially intended to fund EMS equipment and training, the Finance Director recommends that the balance be transferred from the General Fund to the Fire - 1989 Levy Fund, so that the remaining balance can be used for its original intended purpose.

Consideration of Motion to permit the Monroe Sports Association to proceed with the use of the Monroe Community Park within the guidelines set by the State of Ohio.

Background. The Monroe Sports Association has indicated to the City that it would like to start to utilize the park under its normal agreement with the City. They had planned to begin playing on Tuesday, the first day that it would be allowed under the State Order. As we had not received an official request, nor any plans on how MSA was going to meet the restrictions, I have asked for them to provide those plans so that Council is assured that they are moving forward within those restrictions. As such, since they are using the City's facilities, Council should approve that use going forward. Once we receive the information from MSA, we will forward it to Council. The States Stay Safe restrictions are included in the packet.

Administrative Reports

Adjournment

Monroe Council Minutes
Regular Meeting of Council
May 12, 2020 – 6:30 p.m.

This meeting was held electronically (remotely) pursuant to
Ohio Revised Code Section 121.221

Pledge of Allegiance

Mayor Frentzel opened the regular meeting of Council with the Pledge of Allegiance at 6:30 p.m.

Roll Call

Council members present: Tom Callahan, Jason Frentzel, Keith Funk, Anna Hale, Todd Hickman, Christina McElfresh, and Robert E. Routson

Approval of the Minutes

Mr. Funk moved to approve the Council minutes of April 28, 2020; seconded by Mrs. Hale. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

Resolution No. 28-2020. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and West Chester Township to provide for a combined Crisis Response Unit for tactical operations during high risk situations. (Second Reading)

Mr. Funk moved to consider this the second reading of Resolution No. 28-2020 and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 28-2020 by title only.

Mr. Funk moved to adopt Resolution No. 28-2020; seconded by Mr. Callahan. Roll call vote: seven ayes. Motion carried.

New Business

Emergency Resolution No. 29-2020. A Resolution approving a Then-and-Now Certificate in the amount of $3,785.00 to Drypatrol, LLC and declaring an emergency.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 29-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 29-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 29-2020; seconded by Mr. Callahan. Roll call vote: seven ayes. Motion carried.

Emergency Resolution No. 30-2020. A Resolution accepting the lowest and/or best bid submitted for the purchase of a Vactor-jet Truck and declaring an emergency.

Mr. Brock reported that bids were sought for a used piece as a new one would cost approximately $400,000. This is a combined unit and we have two separate units that we are seeking approval to sell.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 30-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council of Council read Emergency Resolution No. 30-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 30-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes; two nays (Callahan and Hickman). Motion carried.

Emergency Resolution No. 31-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the U C Economics Center to provide tax forecasting and declaring an emergency.

Mr. Brock explained that U C Economics Center completed the City's housing study and we asked them to provide a proposal to analyze our income tax data and economic mix to provide a revenue forecast for the next six years. They use various models and techniques that we do not typically use when we are doing our own forecasting. Because of the nature of what is happening with the economy and the uncertainty we asked them to assist us in this as we move forward in our tax budgeting. Our tax budgeting focuses on revenues and it will give us a good model moving forward. The amount of variability we are seeing in the economy we thought it would be good to get an outside perspective and some further expertise to assist us in that forecast.

Mr. Routson referenced the housing study they completed for the City pointing out they left out one of our closest neighbors in relationship to housing. Liberty Township was left out and some of the numbers they gave us were not what Butler County showed and Mr. Routson was not sure he was comfortable using this group. That housing study left out a lot of information.

Mr. Brock advised that the plan is to use all of the data in the region to give us the best forecast as possible.

Mrs. Hale asked what the cost is of the study. Mr. Brock replied it was $16,250.

Mr. Hickman asked if it was just a one-time fee and Mr. Brock confirmed it was just a one-time cost for a six-year projection. Mr. Hickman did not recall using anyone before for this and asked who did it before. Mr. Brock stated that it has always been performed internally. With the uncertainty moving forward, a study by economist will benefit the City.

Mrs. Hale asked how Council would know if what is received from this study is going to be correct or close to correct with the uncertainty. Mr. Brock explained they can look at our business mix that has changed quite significantly over the last few years and they have more resources to put towards this type of work. They are doing similar work for the City of Cincinnati.

Mr. Routson would expect them to put more effort into this process.

Mr. Frentzel asked if there would be any personal information provided or would it just be numbers. Mr. Brock stated there would be no personal information it would just be the type of revenue coming in.

Mrs. McElfresh asked if this information would have helped given the past challenges the City has gone through. Mr. Brock indicated that it would not have helped with the fiscal emergency; however, it would have been helpful during the recession. Mrs. McElfresh wants to be respectful with the funds that the City has right now as that is going to be challenging moving forward. We have this information already and we would be paying someone $16,000 for them to give us their best guess.

Mr. Routson stated that when the City went into fiscal emergency that was caused by over spending because of certain items City Council wanted at that time.

Mr. Funk added that the City uses consultants on other items that cost less than $16,000. He felt it was very forward thinking and makes sense to get an economist's view on how we are going to come out of this and how we budget.

Mr. Funk moved to suspend the rule requiring Emergency Resolution No. 31-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 31-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 31-2020; seconded by Mrs. Hale. Roll call vote: three ayes; four nays (Callahan, Hale, Hickman, McElfresh). Motion failed.

Resolution No. 32-2020. A Resolution authorizing the City Manager to enter into an amended agreement by and between the City of Monroe and the Monroe Local School District to provide for the waiver of payments for School Resource Officers during periods of time when the services are not utilized.

Mr. Brock reported that the school approached the Chief of Police asking about being reimbursed for their last quarter as they did not receive any services from the School Resource Officers. The amendment would allow for that.

Mr. Funk asked if we have communicated with the school district to see what type of cuts they are going to need to make. Mr. Brock speaks with the Superintendent often and they recently have had additional cuts from the State.

Chief Buchanan explained that the school makes four quarterly payments and they are requesting the last quarter when the schools were ordered closed and normally they were paying all four quarters.

Mr. Hickman asked about the term of the agreement and Chief Buchanan advised that it renews automatically. Mr. Hickman asked if there was a hiring freeze on police officers. Mr. Brock noted there was to a certain number. Mr. Hickman was of the opinion there should be a hiring freeze for all departments. Mr. Brock noted he instituted a hiring freeze earlier this month for all departments.

Mr. Hickman did not recall Council voting on that. Mr. Brock advised that he did it administratively and included in a report to Council. Mr. Hickman asked if Council should adopt legislation to make sure the hiring freeze actually happens. Mr. Funk commented that the Council appoints Mr. Brock and he manages the City and trusts his judgment. Mr. Hickman pointed out that Council manages the money. Mr. Routson noted that by October the City may be in good shape and isn't sure that the City needs a hiring freeze.

Mayor Frentzel asked if this is something that Council votes on or accomplished administratively by Mr. Brock. Mr. Hickman advised that Council has voted for this in the past.

Mr. Funk moved to consider this the first reading of Resolution No. 32-2020 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 32-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 32-2020; seconded by Mrs. McElfresh. Roll call vote: seven ayes. Motion carried.

Resolution No. 33-2020. A Resolution authorizing the City Manager to enter into a lease agreement by and between the City of Monroe and VirTra for a V-300 Training System for the Department of Police.

Mr. Brock explained this is a lease agreement for a training system in the new police facility. In looking at the cost between this system and a firing range, a firing range costs approximately $700,000. The VirTra system allows for non-live fire types of training. It will help bring the training in-house and the funding will come from the proceeds coming from the bond. Mrs. McElfresh asked what we currently spend on outsourcing. Chief Buchanan replied that it breaks down every weapon system that the officers carry, both lethal and non-lethal. This system also brings in a decision making matrix. Between the overtime and the amount that is spent for classes, it is probably between $75,000 to $100,000 annually, which is a low estimate. This brings as much training in-house as possible to lower those training costs.

Mr. Routson asked if this service could be offered to other departments. Chief Buchanan advised that it could and that is one of the big components when we started to design it. This facility does allow host training and usually the other officers have to pay to go through the training. Mr. Hickman asked where they go now and Chief Buchanan indicated that many years ago there was a system and there is not one around the area like this now. Chief Buchanan, in response to Mr. Hickman's question, explained that officers would still have to train with the live firearms. This system allows them to work on the less lethal weapons. They are put in decision making actions. While they are working they can get this training as opposed to going offsite for the training.

Mr. Hickman asked if next year Council will see legislation to add a firing range at the new location. Chief Buchanan advised he has no plans for that at this moment; however, he cannot predict if the firing ranges in the area will be shut down and if there will be a need for one due to that.

Mayor Frentzel questioned the benefit of having this installed during construction or can it be revisited once there is a better understanding of the City's finances. Mr. Brock stated that the room has already been designed for this system and waiting does not provide a financial advantage.

Mr. Funk moved to consider this the first reading of Resolution No. 33-2020 and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 33-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 33-2020; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

Emergency Ordinance No. 2020-15. An Ordinance authorizing the sale of certain personal property no longer needed for municipal purposes and declaring an emergency.

Mr. Brock explained this will allow for the sale of the Vactor unit and the jetter. Mr. Hickman asked when the Vactor truck will be here and where it was coming from. Mr. Brock replied that it is coming from Louisville, Kentucky and should be here in a couple of weeks.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Ordinance No. 2020-15 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2020-15 by title only.

Mr. Funk moved to adopt Emergency Ordinance No. 2020-15; seconded by Mr. Routson. Roll call vote: four ayes; three nays. Motion Carried. (adopted, but not as an emergency)

Emergency Ordinance No. 2020-16. An Ordinance amending and supplementing Chapter 1065 of the Codified Ordinances to eliminate reference to the James Monroe Community Room, allow for full refunds for canceled reservations, and declaring an emergency.

Mr. Brock stated this ordinance and the next ordinance relate to the deposits on the community rooms and the park shelter deposits.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Ordinance No. 2020-16 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2020-16 by title only.

Mr. Funk moved to adopt Emergency Ordinance No. 2020-16; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

Emergency Ordinance No. 2020-17. An Ordinance supplementing Section 286.13 of the Codified Ordinances to allow for full refunds for cancelled reservations in exigent circumstances and declaring an emergency.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Ordinance No. 2020-17 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Routson. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2020-17 by title only.

Mr. Funk moved to adopt Emergency Ordinance No. 2020-17; seconded by Mr. Routson. Roll call: seven ayes. Motion carried.

Consideration of Motion authorizing the expenditure of $175,700 to CXT Concrete Buildings for the purchase of a pre-constructed building for restroom facilities at Monroe Crossings Park.

Mr. Brock reported this is the third attempt to get a structure in the rear of Monroe Crossings Park. Both times bids were sought the bids came in higher than the estimate. Public Works staff was able to identify a precast structure that was built for another use that wasn't sold and willing to sell to the City under cost. This will come in three parts and erected on a concrete pad constructed by the Public Works staff.

Mr. Funk asked if there are plans for security or surveillance since it is so far from the road. Mr. Brock advised it is right behind the apartment complex, so it is well lit. We are looking at some cellular service cameras as there is no wireless service in that location.

Referring to the prints, Mayor Frentzel asked about the doors on the front and back of the building. Mr. Brock replied that the door on the back is used for storage of equipment. Soccer is using the storage in the front building. We are receiving $175,000 in grant funding for this.

Mr. Funk moved to authorize the expenditure of $175,700 to CXT Concrete Buildings for the purchase of a pre-constructed building for restroom facilities at Monroe Crossings Park; seconded by Mr. Routson. Voice vote. Motion carried.

Administrative Reports

Mr. Brock advised that on an upcoming agenda will be an amended appropriation ordinance to reduce the overall expenditures by five percent.

Mr. Brock brought up the City-wide Garage Sale scheduled for the first weekend in June. Mayor Frentzel agreed to not discourage people to have garage sales; however, they will not be able to come in the City Building to sign up.

Mr. Routson was of the opinion that we should proceed with having this as people do not need to come to the City Building. They can call in or sign up online. We can still put a map together and put it on our website. Having this is a good start in opening up Monroe. Mr. Funk agreed as it is an innovative approach. We could also postpone it to August 1 if needed so people feel more comfortable going out in public.

Mayor Frentzel noted that the Light Up the Sky Event was cancelled by the Monroe Lions Club, but the fireworks for the Fourth of July has not been ruled out. Mr. Hickman and Mr. Routson understood that the fireworks were cancelled.

Mrs. McElfresh asked Mrs. Wasson and Mr. Brock if they have requested the City's refund back for the fireworks. Mrs. Wasson advised that during her conversation with Rozzi's Famous Fireworks they agreed to hold our deposit until next year. They did ask if we could still hold the fireworks yet this year, but they are very willing to work with the City.

Mr. Routson questioned if the City's budget allowed for these fireworks and we should wait to see with the economy and the virus. Let's see what the people of Monroe want to see.

Mr. Funk stated that the response he has heard from the residents is they would still like to see the fireworks. Everyone would like to see a bit of normalcy. Perhaps we light them off at the Monroe Bicentennial Commons Park and everyone can see them from their cars.

Mayor Frentzel suggested keeping an open mind on the fireworks until the beginning of June. There were no objections from Council.

Mayor Frentzel asked Mr. Brock if people could forward their information on the garage sale to an email. Mr. Brock advised if people wanted to do that we could certainly put that list out. We can adjust our plans if that is something that Council would like to do.

Mrs. McElfresh had no objection to this and keep them as scheduled.

Mayor Frentzel asked Mr. Brock to put information together and get this out on social media and our website.

Mr. Hickman noted that it might be the only community garage sale and you will have a lot of people coming from all over.

Mr. Routson moved to continue to have the community garage sale as scheduled; seconded by Mrs. Hale. Voice vote. Motion carried.

Mr. Brock presented a proposed budget response for the years 2020 and 2021 due to the recent pandemic and the uncertainty of the economy in the future.

2020

- Defer or reallocate capital expenditure
- Instituted a hiring/wage freeze
- Reduced the department budgets by 5%

2021

- Track our revenues and review our fund balance policy.
- In July he would like to begin monthly so that Council can define where those cuts will be and what the level of services will be.

Expenditures in 2020

- We want to limit spending to essential purchases only
- Temporarily modify our approval limits for all purchases, including p-card limits. We have started to pull p-cards from staff to control that spending.
- All travel and training must be pre-approved
- We have a hiring freeze with the exception of essential personnel.

Expenditures in 2021

City Manager's office and human resources

10% reduction could result in

- Hiring freeze/unfilled vacancies, causing a reduction in work productivity due to spreading increased work loads to existing employees
- Wage freeze causes greater stress on employees through reduction in standard of living
- We had a good program for training and development of staff and reducing that will slow organizational development goals and improvement to critical systems.

- Possibility of reduction in legal counsel support of union negotiations/grievance responses and policy updates

20% reduction could result in

- Increased benefit cost to employees – higher health insurance costs and elimination of HSA contribution
- Elimination of organizational development and training resources
- Elimination of employee wellness and recognition programs
- Suspend tuition reimbursement programs
- Many initiatives to modernize policies and streamline employee needs suspended
- Elimination of economic development activities for business attraction

Mr. Routson asked if the higher benefit costs would only apply to non-union employees. Mr. Brock advised that the costs are same for non-union and union.

Development

10% reduction could result in

- Planning for future development of Main Street, Monroe Bicentennial Commons and other parks, interchange/corridor enhancements, etc. could diminish or halt to focus on permit processing
- Grant management capabilities diminished or halted to focus on permit processing

20% reduction could result in

- Permit processing of building, event, accessory use and new business significantly delayed
- Property maintenance enforcement greatly reduced
- Approval timelines for site plan review extended
- If we lose a staff member that position may not be able to be filled

Finance

10% reduction could result in

- Eliminating overtime that would prevent complementary services/reduces normal operational hours that we are able to provide citizens
- Elimination of part time staffing that would delay processing times for tax, administrative, development, and utility customers

20% reduction could result in

- Reduction in full time staff causing significant delays in processing of tax, utility, and permit payments and applications

- Delay in implementation of technologies that are meant to streamline these processes

Public Works

10% reduction could result in

- Reduction in overtime and limited salt purchase will effect snow removal response. Overtime will effect the ability to stage and manage events
- No seasonal labor, elimination of contract cleaning and mowing that would reduce roadside mowing frequency and pavement repair programs
- Elimination of Movie in the Park

20% reduction could result in

- Street resurfacing programs curtailed or eliminated
- Building maintenance deferred
- Elimination of annual landscape upkeep and weed control programs
- Elimination of cemetery mowing contracts putting stress on top of staff reductions effects the ability to cover all maintenance needs
- Fleet replacement program deferred or eliminated

Police

10% reduction could result in

- Reduction of training to State minimum. No technical, tactical, or situational training
- Elimination of specialized training in investigation, drug interdiction or instruction level coursed. Elimination of outside training of dispatchers effecting the needed switch to advanced medical dispatching techniques
- Reduction in fleet that will require two officers in a car which will reduce service response and patrolling, as well as traffic and narcotic enforcement capabilities
- Suspension of offered community services such as, Safety town, Citizens Police Academy, vehicle lockouts, etc.
- Suspension of the K9 program

20% reduction could result in

- Reduction in staff to 2016 levels that will cause the need for officers to cover dispatch shifts further eroding response and follow up times
- Drug enforcement agent will be recalled to road duty
- Fleet reduction of all unmarked cars and additional cruisers
- Overtime reduction to eliminate coverage of community events, such as Light Up the Sky

Fire

10% reduction could result in

- Operational overtime reductions causing the occasional brown out of fire protection services at State Route 4 leading to longer response times
- Training reductions will impact skill levels of staff
- Project for repair/replacement of aging buildings and replacement of turnout gear to be deferred
- Elimination of the Community Paramedic Program and reduction of administrative support
- Elimination of public education programs
- Special operations reduction leading to longer response times for special response needs

20% reduction could result in

- Staffing reductions to pre-Safer Grant levels (7 new employees) would cause occasional brown out of the Fire and EMS response from State Route 4 causing delays in response times and availability of service's
- No in house special response

Capital Improvements

- Elimination of General Fund support
- Large capital improvements may need bonded if absolutely needed
- Prioritization
- Deferral

Expeditures

We have reserve funds for making adjustment to buildings to ensure safety for staff and public. We will have to make some expenditures here. We are looking at sneeze barriers, redesigning the building to allow the public back in and make sure they are safe and channelized. Making sure there is a distance of six feet. Windows may need retrofitted to open to allow fresh air in the building. There is going to be a cost for the increased cleaning and disinfection, the PPE that is required, and cell phones as we are alternating staff in and out to allow them to communicate with our citizens.

A re-entry plan will be developed to address these situations.

On the revenue side there are not many options. There is an option to increase the motor vehicle license tax which would bring in approximately $155,000 for Public Works. This would double the amount that we have now. We also want to review all of the fees that are charged for revenue enhancements.

Mr. Brock stated that our next step is the tax budget to look at the revenue side. We need to have that to the counties by July. We will continue to update all of this as the economy changes.

Mrs. McElfresh stated that the presentation was pretty sobering and she hopes that anything we can do today we can prevent some of those items from occurring. She doesn't want to see anyone impacted with their health care and their jobs.

Mrs. McElfresh asked what is planned for Memorial Day. Mr. Brock put together a speech for the Mayor's consideration and a video with the veterans' names scrolling.

Mr. Funk asked if we could have the event without the spectators. Mr. Brock was not sure if we have cameras to do a live feed, but it could be recorded.

Adjournment

Mr. Funk moved to adjourn the regular meeting of Council; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The regular meeting of Council adjourned at 8:48 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

City of Monroe
Finance Committee of Council
May 19, 2020

The Finance Committee of Council met at 5:30 p.m. on May 19, 2020, in the Council Chambers located at 233 South Main Street, Monroe, Ohio.

Present were: Jason Frentzel, Mayor; Tom Callahan, Council Member; William J. Brock, City Manager; Kacey L. Waggaman, Assistant City Manager; Karen Ervin, Director of Finance; Deborah Armitage, Assistant Finance Director; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Referring to the January and February Finance Reports, Mrs. Ervin noted that they are outdated due to COVID. The Finances look good, but we just do not know how COVID will impact our finances in the future. Mrs. Ervin noted that both months have a four-month carryover.

Mrs. Armitage reported that March reports are looking good and we still have a four-month carryover when she completed the cash position reports.

Mrs. Ervin presented a draft Fund Balance & Cash Reserve Policy. She pointed out this is a working draft and there are some areas that are blank. The first section just defines what it is. It is what the City owes versus what we own. We try to set limits on the fund balance that will allow us to operate efficiently and to plan for the future. Mrs. Ervin noted this will need to be adopted by City Council.

Every year fund balances are changing and we want to set up ranges for what is appropriate. The General Fund should not have less than two months than your regular expenses and revenues. Traditionally, Monroe had set up three months with expenses. She believes that is appropriate for expenditures, but our revenues tend to fluctuate more. Our income tax for the City covers 70% to 80% of the total revenues in the General Fund. In times like the COVID crisis it does make us worry. We are trying to stabilize that and determine a very reasonable fund balance. Mrs. Ervin referred to the options in the draft policy that Council can make a decision on with respect to the carryover balance options.

Mrs. Ervin explained the policy covers allowing Council to approve a lesser amount in the General Fund.

The Fire and Police Levy Funds are primarily funded with property taxes, as well as subsidies from the General Fund. Not being able to fund these would be detrimental to our residents and established a three-month carryover.

The Capital Improvements Fund, we need to plan for these very large expenses and Council will need to prioritize the projects that is reflected in a five-year Capital Improvement Plan. New debt will be excluded from this calculation.

The TIF/RID Funds are very restricted funds and it doesn't make sense to have a minimum fund balance if we can only use them for items. It is a major fund, just not establish a minimum balance.

The Debt Service Funds we need to work slowly towards. We would maintain a minimum carryover balance equal to half of the payments due in the next year. It is whatever Council's comfort level is. This is only for the repayment of bonds and any residual amounts would be transferred back to the General Fund. This does not include the Special Assessments Bond Retirement Fund as that is annual revenue that is for the payment of the actual debt and is collected through property taxes.

The Enterprise Funds are any fund that provides a service that we collect payment for providing that service. You only collect the revenue that is needed to provide the service. Council needs to make sure you are charging what it costs to cover the service and not be subsidized from another fund.

Funding from excess revenues over expenditures or one-time revenues, the carryover balances will go into increase balances in certain funds. The purpose of having a reserve is for safety and the policy lists what the carryover balances can be used for during one-time situations. It is not something we can continue to use as it as to be built back up. The policy does have a process of how it can be replenished that would require Council action.

Mrs. Ervin emphasized this is a working draft and Council will need to review and make decisions on this policy.

Mr. Brock added that he would like for Council to meet once per month beginning in July to make decisions about the budget.

The Finance Committee will take time to review the draft policy and have additional discussions at the June meeting.

Mayor Frentzel inquired as to the impact temporarily stopping the water shutoffs have had. Mrs. Ervin replied that we do not have enough data to determine that yet. She advised that the Financial Operations Manager has developed a payment plan when the City begins to sh

The Finance Committee meeting adjourned at 6:27 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 34-2020

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE ADA RAMP CONCRETE REPLACEMENT PROJECT, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH W.G. STANG, LLC, FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the ADA Ramp Concrete Replacement Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby accepts the bid submitted by W.G. Stang, LLC for the ADA Ramp Concrete Replacement Project as the lowest and/or best bid for said project.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and W.G. Stang, LLC for the ADA Ramp Concrete Replacement Project pursuant to the terms and conditions set forth on the bidding documents submitted on May 7, 2020.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the award of this bid at the earliest possible date so the completion of the project can take place during the year 2020. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:______________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

ChoiceOne Engineering

Date
May 7, 2020

Attention
John Bodiker

Address
City of Monroe
1000 Holman Avenue
Monroe, Ohio 45050

Subject
2020 ADA Compliance Program REBID
BUT-MON-2002

Dear Mr. Bodiker:

Enclosed are the bid tabulation, bid analysis, and the original bidding documents for the 2020 ADA Compliance Program REBID.

Through our evaluation of all bid documents submitted, W.G. Stang LLC, of Hamilton, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to W.G. Stang LLC

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

Michael L. Seeger

Michael L. Seeger
Project Manager

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com

ChoiceOne Engineering

Bid Tabulation

City of Monroe

2020 ADA Compliance Program REBID

May 7, 2020

REF. NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COST	TOTAL COST	W.G. Stang LLC, Hamilton, OH UNIT COST	TOTAL COST	A to Z Property Maintenance, Troy, OH UNIT COST	TOTAL COST	
	CROSSINGS AT RODEN PARK									
1	REMOVAL 7" AVG CONC & CONSTRUCT BASE AS NEEDED	SF	283.80	$10.00	$2,838.00	$6.00	$1,702.80	$5.15	$1,461.57	*1
2	REMOVAL 4" AVG CONC & CONSTRUCT BASE AS NEEDED	SF	147.40	$6.00	$884.40	$6.00	$884.40	$3.50	$515.90	
3	6" THICK CONC ON COMP AGG BASE	SF	431.20	$30.00	$12,936.00	$12.00	$5,174.40	$24.00	$10,348.80	
4	4" THICK CONC ON COMP AGG BASE	SF	147.40	$20.00	$2,948.00	$10.00	$1,474.00	$22.00	$3,242.80	
5	REMOVAL 30" COMB CURB & GUTTER (INCL SAWCUTS)	LF	93.50	$12.00	$1,122.00	$20.00	$1,870.00	$25.00	$2,337.50	
6	30" COMB CURB AND GUTTER ON COMP AGG BASE	LF	93.50	$42.50	$3,973.75	$40.00	$3,740.00	$50.00	$4,675.00	
7	ADA TRUNCATED DOME CAST IN PLACE WET SET	EA	4.00	$300.00	$1,200.00	$500.00	$2,000.00	$400.00	$1,600.00	
	S. MAIN STREET									
8	REMOVAL 7" AVG THICKNESS WALK AND BASE AS NEEDED	SF	550.00	$10.00	$5,500.00	$6.00	$3,300.00	$4.10	$2,255.00	
9	6" THICK CONC ON COMP AGG BASE	SF	550.00	$30.00	$16,500.00	$12.00	$6,600.00	$24.00	$13,200.00	
10	REMOVAL 30" COMB CURB & GUTTER (INCL SAWCUTS)	LF	30.80	$17.00	$523.60	$20.00	$616.00	$25.00	$770.00	
11	30" COMB CURB AND GUTTER ON COMP AGG BASE	LF	30.80	$42.50	$1,309.00	$40.00	$1,232.00	$55.00	$1,694.00	
12	ADA TRUNCATED DOME CAST IN PLACE WET SET	EA	2.00	$300.00	$600.00	$500.00	$1,000.00	$450.00	$900.00	
	SALZMAN ROAD BUS STOP									
13	REMOVAL 8" AVG TOPSOIL & CONSTRUCT BASE AS NEEDED	SF	92.40	$4.00	$369.60	$6.00	$554.40	$1.00	$92.40	
14	4" THICK CONC ON COMP AGG BASE	SF	92.40	$20.00	$1,848.00	$10.00	$924.00	$22.00	$2,032.80	
15	REMOVAL 30" COMB CURB & GUTTER (INCL SAWCUTS)	LF	31.90	$12.00	$382.80	$20.00	$638.00	$25.00	$797.50	
16	30" COMB CURB AND GUTTER ON COMP AGG BASE	LF	31.90	$42.50	$1,355.75	$40.00	$1,276.00	$55.00	$1,754.50	
17	ADA TRUNCATED DOME CAST IN PLACE WET SET	EA	2.00	$300.00	$600.00	$500.00	$1,000.00	$450.00	$900.00	
	TOTAL				**$54,890.90**		**$33,986.00**		**$48,577.77**	*2

*1 Total given was $1,592.07

*2 Total given was $48,708.27

Bid Analysis

City of Monroe
2020 ADA Compliance Program REBID

	W.G. Stang LLC	A to Z Property Maintenance
Unit & Total Bid Correspond	OK	*1
Signature Page	OK	*2
Bid Security	OK	*2
Personal Property Tax	OK	OK

*1 Totals did not correspond.
*2 Missing information.

NOTICE OF AWARD

Date of Issuance: ______________________________

Owner: City of Monroe

Project: 2020 ADA Compliance Program REBID

Bidder: W.G. Stang LLC

Bidder's Address: 2403 Jacksonburg Road Hamilton, Ohio 45011

To Bidder:

You are notified that Owner has accepted your Bid dated 5/7/2020 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:
Removing existing curb, and concrete, then replacing with new Curb Ramps. All construction shall comply with City of Monroe, ODOT, ADA and PROWAG Standards and Specifications.
(Describe Work or alternates awarded.)

The Contract Price of the awarded Contract is $33,986.00

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. The Agreement, fully executed by Bidder must be delivered to City of Monroe.

2. Deliver with the executed Agreements the Contract Security and insurance documentation as specified in the General Conditions and Supplementary Conditions - Article 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully-executed counterpart of the Agreement.

OWNER: City of Monroe

By:
[Signature] ______________________________

[Printed name] William J. Brock

Title: City Manager/City Engineer

RESOLUTION NO. 35-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO INDEFEASIBLE RIGHT-TO-USE AGREEMENTS BY AND BETWEEN THE CITY OF MONROE AND THE SOUTHWEST OHIO COMPUTER ASSOCIATION FOR THE UTILIZATION OF FIBER SYSTEMS.

WHEREAS, the City of Monroe and the SouthWest Ohio Computer Association (“SWOCA”) have fiber optic systems that can benefit both entities in providing telecommunications, video, data, and/or information services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into Indefeasible Right-to-Use Agreements by and between the City of Monroe and SWOCA for the utilization of fiber systems pursuant to the terms and conditions set forth on Exhibits “1” and “2” attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:____________________

ATTEST: APPROVED:

______________________________	______________________________
Clerk of Council	Mayor

First Reading: ________________

Exhibit "1" Res No. 35-2020

CITY OF MONROE, OHIO
INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT is made and entered into as of the _____ day of _____, 2020, between the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "Owner"), having an office at 233 South Main Street Monroe, OH 45050 and SouthWest Ohio Computer Association also known as "SWOCA" (hereinafter referred to as "User") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011, Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Owner has an existing optical fiber system (hereinafter referred to as the "Fiber System" or "Owner Fiber System") throughout the City of Monroe, Ohio; and

WHEREAS, Owner has excess fibers in the Fiber System and is willing, to provide such fibers to User and to grant User an Indefeasible Right to Use or IRU (hereinafter referred to as "IRU") in and to such fibers for the purpose of providing telecommunications, video, data, and/or information services; and

WHEREAS, in connection with the grant to User of an IRU in and to such fibers, Owner is willing to allow User to use certain other property owned by Owner, including, but not limited to, innerduct, conduit, building entrance facilities and associated appurtenances; and

WHEREAS, User has obtained any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the Rights of Way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations (specifically inclusive of, but not limited to, Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio); and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which will incorporate the covenants and agreements of this Agreement and which will also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, pursuant to the terms of any Right of Way occupancy requirement and/or Construction Permit required by Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meaning specified:

a. Agreement: This Indefeasible Right to Use Agreement between Owner and User which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.

b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the Rights of Way of the City of Monroe, Ohio (a general depiction of which is attached hereto as Exhibit "A")

2. GRANT.

2.1 Owner hereby grants to User an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

a. Twelve (12) strands (six (6) pair) of fiber optic cable within the existing Owner's Fiber System as existing at the time of execution of this Agreement, for approximately 66.0+/- strand miles of fiber optic cable in the Fiber System (the "User System"). All as described in Exhibit A hereto. User will work with Owner to define connections to facilities within the Fiber System.

3. TERM.

3.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement is for ten (10) years [one hundred and twenty (120) months] (hereinafter referred to as the "Initial Term"). After the Initial Term, User and Owner shall have the right to renew this Agreement for an additional mutually acceptable period of time at then mutually agreed upon pricing and terms ("Extended Term"). Such Extended Term shall be memorialized in writing from User to Owner at least one hundred and eighty (180) days prior to termination of the Initial Term. In the event that the Parties do not renew this Agreement, this Agreement shall terminate. The entire duration this Agreement is in full force and effect (Initial Term and any Renewal Term) is referred to herein as the "Term".

4. CONSIDERATION.

4.1 As consideration for, as inducement to, and as a required condition of Owner granting User the specific rights to use portions of the Fiber System (the "User System") as described herein, User hereby agrees:

a. To compensate Owner in the amount of One Dollar (US$1.00) per year and in any other amounts as may be described in Exhibit A hereto.

b. To perform all User obligations and pay any reasonable additional fees or costs to Owner as may be defined herein.

c. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNER'S OBLIGATIONS.

5.1 Owner shall:

a. Provide the User System for User's use in accordance with the terms of this Agreement.

b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of Owner.

c. Maintain the User System to User's reasonable specifications.

6. USER OBLIGATIONS.

6.1 User shall:

a. When lateral connectivity is not provided by Owner, provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of Owner's Fiber System. In this event User shall own the lateral.

b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.

c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

d. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to in writing by Owner. Reasonable Use of the User System by User and User's affiliates, officers, directors, employees, partners, clients, customers, or agents shall be allowed and not be considered an improper sublease or subdivision of the User System. "Reasonable Use" shall be defined as the lawful and responsible use of the User System by User and User's affiliates, officers, directors, employees, partners, clients, customers, or agents in furtherance of and in accordance with User's non-profit business operations and purposes. User further agrees that any use of the User System, either by User, its affiliates, officers, directors, employees, partners, clients, customers, or agents, shall continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.

e. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

7. <u>JOINT OBLIGATIONS.</u>

7.1 Owner and User jointly:

a. Agree that within thirty (30) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.

b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. <u>MAINTENANCE</u>.

8.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of Owner or Owner's appointed agent(s) with reasonable notice to User. Except as otherwise may be agreed to by the parties, User is prohibited from performing any maintenance, repair or splicing on the Fiber System or User System. User shall have the right to have an employee or representative available to assist Owner in any maintenance, repair or splicing of the User System. Owner shall maintain User System in accordance with technical specifications (hereinafter referred to as the "Specifications") that it determines are reasonable and meet appropriate and commonly accepted industry standards for a system of its type and nature (i.e. municipal government and non-profit use).

a. Regular Maintenance: Owner may from time to time undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Owner's sole cost and expense.

b. Scheduled Maintenance: Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at User's request. Such User requested Scheduled Maintenance shall be performed at User's sole cost and expense. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates then in effect at the time services are performed.

c. Emergency Maintenance: Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within Twenty-Four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User's actual use of the User System and/or Fiber System requiring such Emergency Maintenance. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

8.2 In the event Owner, or others acting in Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User Systems, User, or others acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for the previous Owner provided maintenance and repair of the User System, at User's sole cost and expense. Any such discontinuance shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, Owner shall obtain for User, or others acting in User's behalf, approval for adequate access to the Rights of Way in, on, across, along or through which the User System is located, for the purpose of permitting User, or others acting in User's behalf, to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to terminate this Agreement should Owner discontinue maintenance and/or repair of the User System.

8.3 In the event any failure, interruption or impairment adversely affects both Owner's Fiber System and User System, restoration of the User System shall at all times be subordinate to restoration of Owner's Fiber System with the exception of special priority for Owner's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto. In such event or in the event Owner is unable to provide timely repair service to the User System, Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with Owner's restoration activities.

8.4 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by Owner to work on Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify Owner of the contemplated action and receive Owner's concurrence decision, a decision that Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an Owner employee or representative available to assist User in any repair of the User System.

9. USE OF USER SYSTEM.

9.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

9.2 User hereby certifies that it is authorized or will be authorized, where required, on the effective date of this Agreement to provide telecommunications, video, data, and/or information services within the State of Ohio, the City of Monroe, Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by Owner.

9.3 User understands and acknowledges that its use of the Fiber System and the User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and the User System are located. User represents and warrants that it shall operate on the Fiber System and the User System subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

10. INDEMNIFICATION.

10.1 The User, to the extent allowable under Ohio law, shall indemnify, protect, defend, and hold harmless the Owner and elected officials, officers, employees, agents, or volunteers from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively "Claims") relating to or arising out of:

a. User or its affiliates, officers, directors, employees, partners, clients, customers, and agents use of the Fiber System or User System, except to the extent such Damages are caused by Owner or is respective elected officials, officers, employees, agents, or volunteers;

b. Any breach by User or its affiliates, officers, directors, employees, partners, clients, customers, or agents of any material obligation or covenant under this Agreement;

c. Any claim of any third party resulting from the negligence or willful misconduct of User or its affiliates, officers, directors, employees, partners, clients, customers, or agents.

11. INSURANCE.

11.1 During the Term of this Agreement, unless otherwise agreed to in writing by the authorized representatives, User shall at its own expense, maintain in effect, insurance coverage with limits not less than those set forth herein.

11.2 User shall furnish Owner's authorized representative within thirty (30) days after the Commencement Date of the Agreement with insurance endorsements acceptable to Owner's Director of Law. The endorsements shall be evidence that the policies providing coverage and limits of insurance are in full force and effect. Such insurance shall be maintained by User at User's sole cost and expense.

11.3 User endorsements shall name Owner and all of its elected officials, officers and employees, agents and volunteers as additional insureds. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days written notice thereof by registered mail to Owner at the following address:

City of Monroe
Law Director
233 South Main Street
Monroe, Ohio 45050

11.4 Such insurance shall not limit or qualify the obligations User assumed under the Agreement. Owner shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of the premium for these policies.

11.5 Any insurance or other liability protection carried or possessed by Owner, which may be applicable, shall be deemed to be excess insurance and User's insurance is primary for all purposes despite any conflicting provision in User's policies to the contrary.

11.6 User shall be responsible for all User contractors' or subcontractors' compliance with the insurance requirements.

11.7 Failure of User to maintain such insurance, or to provide such endorsements to Owner when due, shall be an event of default under the provisions of this Agreement.

11.8 User shall obtain and maintain Commercial General Liability Insurance, including the following coverages: Product liability hazard of User's premises/operations (including explosion, collapse and underground coverages); independent contractors; products and completed operations (extending for one (1) year after the termination of this Agreement); blanket contractual liability (covering the liability assumed in this Agreement); personal injury (including death); and broad form property damage. Such coverage shall provide coverage for total limits actually arranged by User but not less than Two Million Dollars and No Cents (US$2,000,000.00) combined single limit. Should the policy have an aggregate limit, such aggregate limits should not be less than double the combined single limit and be specific for this Agreement. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be in a form acceptable to Owner's Director of Law. Once every five (5) years of the Initial Term and thereafter during any exercised Renewal Term, said insurance coverage limits as required herein shall, upon the reasonable request of Owner, be increased to an amount that reasonably reflects any changes in economic conditions as mutually agreed upon by the Parties.

11.9 User shall provide Workers' Compensation insurance covering all of User's employees in accordance with the laws of the state of Ohio.

11.10 User may use an Umbrella or Excess Liability coverage to net coverage limits specified in the Agreement. Evidence of Excess Liability shall be in a form acceptable to Owners Director of Law.

11.11 The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by User under this Agreement.

12. DEFAULT.

12.1 Unless otherwise specified in this Agreement, User shall not be in default under this Agreement, or in breach of any provision hereof unless and until Owner shall have given User written notice of a breach and User shall have failed to cure the same within thirty (30) days after receipt of a notice; provided, however, that where such breach cannot reasonably be cured within such thirty (30) day period, if User shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by User to timely cure any such breach after notice thereof from Owner, Owner shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue such other remedies as may be provided at law or in equity.

12.2 Unless otherwise specified in this Agreement, Owner shall not be in default under this Agreement or in breach of any provision hereof unless and until User shall have given Owner written notice of such breach and Owner shall have failed to cure the same within thirty (30) days after receipt of such notice; provided, however, that where such breach cannot be reasonably be cured within such thirty (30) day period, if Owner shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by Owner to timely cure any such breach after notice thereof from User, User shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue other remedies as may be provided at law or in equity.

12.3 If User, shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of User, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of User shall be appointed then Owner may, at its sole option, immediately terminate this Agreement.

13. FORCE MAJEURE.

13.1 Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; national, state or local emergencies; insurrections; riots; public health crisis; wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

14. ASSIGNMENT.

14.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns; provided, however, that no assignment hereof or sublease, assignment or licensing (hereinafter collectively referred to as a "Transfer") of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto. Said consent shall not be unreasonably withheld.

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

16.1 The relationship between User and Owner shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency Agreement between the Parties hereto.

17. NO THIRD-PARTY BENEFICIARIES.

17.1 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a Party.

18. EFFECT OF SECTION HEADINGS.

18.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

19. NOTICES.

19.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to User:	If to Owner:
SouthWest Ohio Computer Association 3611 Hamilton-Middletown Rd Hamilton, OH 45011 Phone: (513) 867-1028 Facsimile: (513) 867-0754	City Manager City of Monroe, Ohio 233 South Main Street Monroe, OH 45050 Phone: (513) 539-7374 Facsimile: (513) 539-6460
	With a Copy to: Law Director City of Monroe, Ohio 233 South Main Street Monroe, OH 45050
	And : Christopher L. Miller Ice Miller, LLP. 250 West Street Columbus, OH 43215

19.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

20. SEVERABILITY.

20.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

21. COMPLIANCE WITH LAW.

21.1 Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

22. GOVERNING LAW AND VENUE.

22.1 This Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Monroe, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Butler County, Ohio

23. ENTIRE AGREEMENT.

23.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF the parties have executed and delivered this Agreement effective the day and year first above written:

USER:

____
By: Donna Davis Norris
Its: Executive Director
Date: ____________________

OWNER:
City of Monroe, Ohio
an Ohio municipal corporation.

____
By: William J. Brock
Its: City Manager
Date: ____________________

Approved As To Form:

____
Law Director
City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM

SOUTHWEST OHIO COMPUTER ASSOCIATION
INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT is made and entered into as of the _____ day of _______, 2020, between the SouthWest Ohio Computer Association also known as “SWOCA” (hereinafter referred to as Owner") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011 and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "User"), having an office at 233 South Main Street Monroe, OH 45050. Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Owner has an existing optical fiber system (hereinafter referred to as the "Fiber System" or “Owner Fiber System”) throughout the SWOCA regional footprint and in the City of Monroe, Ohio; and

WHEREAS, Owner has excess fibers in the Fiber System and is willing, to provide such fibers to User and to grant User an Indefeasible Right to Use or IRU (hereinafter referred to as "IRU") in and to such fibers for the purpose of providing telecommunications, video, data, and/or information services; and

WHEREAS, in connection with the grant to User of an IRU in and to such fibers, Owner is willing to allow User to use certain other property owned by Owner, including, but not limited to, innerduct, conduit, building entrance facilities and associated appurtenances; and

WHEREAS, User has obtained any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the Rights of Way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations (specifically inclusive of, but not limited to, Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio); and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which will incorporate the covenants and agreements of this Agreement and which will also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, pursuant to the terms of any Right of Way occupancy requirement and/or Construction Permit required by Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio or any similar requirements promulgated by jurisdictions in the SWOCA regional footprint where User might be granted access to and use of the Fiber System, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meaning specified:

a. Agreement: This Indefeasible Right to Use Agreement between Owner and User which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.

b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the SWOCA regional footprint and Rights of Way of the City of Monroe, Ohio (a general depiction of which is attached hereto as Exhibit "A")

2. GRANT.

2.1 Owner hereby grants to User an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

a. One (1) strands (two pair) of fiber optic cable in the Fiber System along Owners Fiber System existing within the boundaries of Users municipal geographic footprint, all as may further be described in Exhibit A attached hereto (the “User System”). User will work with Owner to define connections to facilities within the Fiber System.

3. TERM.

3.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement is for ten (10) years (one hundred and twenty (120) months) (hereinafter referred to as the "Initial Term"). After the Initial Term, User and Owner shall have the right to renew this Agreement for an additional mutually acceptable period of time at then mutually agreed upon pricing and terms (“Extended Term”). Such Extended Term shall be memorialized in writing from User to Owner at least one hundred and eighty (180) days prior to termination of the Initial Term. In the event that the Parties do not renew this Agreement, this Agreement shall terminate. The entire duration this Agreement is in full force and effect (Initial Term and any Renewal Term) is referred to herein as the "Term".

4. CONSIDERATION.

4.1 As consideration for, as inducement to, and as a required condition of Owner granting User the specific rights to use portions of the Fiber System (the "User System") as described herein, User hereby agrees:

a. To compensate Owner in the amount of One Dollar ($1.00) per year.

b. To perform all User obligations and pay any reasonable additional fees or costs to Owner as may be defined herein.

c. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNER’S OBLIGATIONS.

5.1 Owner shall:

a. Provide the User System for User’s use in accordance with the terms of this Agreement.

b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of Owner.

c. Maintain the User System to User’s reasonable specifications.

6. USER OBLIGATIONS.

6.1 User shall:

a. When lateral connectivity is not provided by Owner, provide and pay for lateral connectivity from necessary termination points of User’s proprietary fiber and equipment to the necessary demarcation points of Owner’s Fiber System. In this event User shall own the lateral.

b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.

c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

d. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to in writing by Owner. Reasonable Use of the User System by User and User's elected officials, officers, employees, agents, or volunteers shall be allowed and not be considered an improper sublease or subdivision of the User System. "Reasonable Use" shall be defined as the lawful and responsible use of the User System by User and User's elected officials, officers, employees, agents, or volunteers in furtherance of and in accordance with User's non-profit business operations and purposes. User further agrees that any use of the User System, either by User, its elected officials, officers, employees, agents, or volunteers, shall continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.

e. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

7. <u>JOINT OBLIGATIONS.</u>

7.1 Owner and User jointly:

a. Agree that within thirty (30) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.

b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. <u>MAINTENANCE</u>.

8.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of Owner or Owner's appointed agent(s) with reasonable notice to User. Except as otherwise may be agreed to by the parties, User is prohibited from performing any maintenance, repair or splicing on the Fiber System or User System. User shall have the right to have an employee or representative available to assist Owner in any maintenance or repair of the User System. Owner shall maintain User System in accordance with technical specifications (hereinafter referred to as the "Specifications") that it determines are reasonable and meet appropriate and commonly accepted industry standards for a system of its type and nature. Owner shall at all times during this Agreement maintain the User System in a manner equal to or better than the normal system maintenance it performs and maintains for its other users of a similar nature (i.e. governmental users) throughout its system footprint.

8.2

a. Regular Maintenance: Owner may from time to time undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Owner's sole cost, and expense.

b. Scheduled Maintenance: Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at User’s request. Such User requested Scheduled Maintenance shall be performed at User’s sole cost and expense. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates then in effect at the time services are performed.

c. Emergency Maintenance: Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within Twenty-Four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User’s actual use of the User System and/or Fiber System requiring such Emergency Maintenance. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

8.3 In the event Owner, or others acting in Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User Systems, User, or others acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for the previous Owner provided maintenance and repair of the User System, at User's sole cost and expense. Any such discontinuance shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, Owner shall obtain for User, or others acting in User's behalf, approval for adequate access to the Rights of Way in, on, across, along or through which the User System is located, for the purpose of permitting User, or others acting in User's behalf, to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to terminate this Agreement should Owner discontinue maintenance and/or repair of the User System.

8.4 In the event any failure, interruption or impairment adversely affects both Owner's Fiber System and User System, restoration of the User System shall at all times be subordinate to restoration of Owner's Fiber System with the exception of special priority for Users's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto. In such event or in the event Owner is unable to provide timely repair service to the User System, Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with Owner's restoration activities.

8.5 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by Owner to work on Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify Owner of the contemplated action and receive Owner's concurrence decision, a decision that Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an Owner employee or representative available to assist User in any repair of the User System.

9. USE OF USER SYSTEM.

9.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

9.2 User hereby certifies that it is authorized or will be authorized, where required, on the effective date of this Agreement to provide telecommunications, video, data, and/or information services within the State of Ohio, the City of Monroe, Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by Owner.

9.3 User understands and acknowledges that its use of the Fiber System and the User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and the User System are located. User represents and warrants that it shall operate on the Fiber System and the User System subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

10. INDEMNIFICATION.

10.1 The User, to the extent allowable under Ohio law, shall indemnify, protect, defend, and hold harmless the Owner and its affiliates, officers, elected officials, directors, employees, partners and agents from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively "Claims") relating to or arising out of:

a. User or its elected officials, officers and employees, agents, or volunteers use of the Fiber System or User System, except to the extent such Damages are caused by Owner or its affiliates, officers, directors, employees, partners, clients, customers, or agents;

b. Any breach by User or its elected officials, officers and employees, agents, or volunteers of any material obligation or covenant under this Agreement;

c. Any claim of any third party resulting from the negligence or willful misconduct of User or its elected officials, officers, employees, agents, or volunteers.

11. INSURANCE.

11.1 INTENTIONALLY RESERVED/DELETED.

12. DEFAULT.

12.1 Unless otherwise specified in this Agreement, User shall not be in default under this Agreement, or in breach of any provision hereof unless and until Owner shall have given User written notice of a breach and User shall have failed to cure the same within thirty (30) days after receipt of a notice; provided, however, that where such breach cannot reasonably be cured within such thirty (30) day period, if User shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by User to timely cure any such breach after notice thereof from Owner, Owner shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue such other remedies as may be provided at law or in equity.

12.2 Unless otherwise specified in this Agreement, Owner shall not be in default under this Agreement or in breach of any provision hereof unless and until User shall have given Owner written notice of such breach and Owner shall have failed to cure the same within thirty (30) days after receipt of such notice;

provided, however, that where such breach cannot be reasonably be cured within such thirty (30) day period, if Owner shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by Owner to timely cure any such breach after notice thereof from User, User shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue other remedies as may be provided at law or in equity.

12.3 If User, shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of User, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of User shall be appointed then Owner may, at its sole option, immediately terminate this Agreement.

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13.1 Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; national, state or local emergencies; insurrections; riots; public health crisis; wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

14. ASSIGNMENT.

14.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns; provided, however, that no assignment hereof or sublease, assignment or licensing (hereinafter collectively referred to as a "Transfer") of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto. Said consent shall not be unreasonably withheld.

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

16.1 The relationship between User and Owner shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency Agreement between the Parties hereto.

17. NO THIRD-PARTY BENEFICIARIES.

17.1 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a Party.

18. EFFECT OF SECTION HEADINGS.

18.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

19. NOTICES.

19.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to Owner:

SouthWest Ohio
Computer Association
3611 Hamilton-Middletown Rd
Hamilton, OH
45011
Phone: (513) 867-1028
Facsimile: (513) 867-0754

If to User:

City Manager
City of Monroe, Ohio
233 South Main Street
Monroe, OH 45050
Phone: (513) 539-7374
Facsimile: (513) 539-6460

With a Copy to:
Law Director
City of Monroe, Ohio

233 South Main Street
Monroe, OH 45050

And :
Christopher L. Miller
Ice Miller, LLP.
250 West Street
Columbus, OH 43215

19.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

20. SEVERABILITY.

20.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

21. COMPLIANCE WITH LAW.

21.1 Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

22. GOVERNING LAW AND VENUE.

22.1 This Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Monroe, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Butler County, Ohio

23. ENTIRE AGREEMENT.

23.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF the parties have executed and delivered this Agreement effective the day and year first above written:

OWNER:

____
By: Donna Davis Norris
Its: Executive Director
Date: ______________________

USER:
City of Monroe, Ohio
an Ohio municipal corporation.

____
By: William J. Brock
Its: City Manager
Date: ______________________

Approved As To Form:

____
Law Director
City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM

RESOLUTION NO. 36-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INDEFEASIBLE RIGHT-TO-USE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE SOUTHWEST OHIO COMPUTER ASSOCIATION FOR THE UTILIZATION OF FIBER SYSTEMS SPECIFICALLY FOR TRAFFIC SIGNALS.

WHEREAS, the City of Monroe and the SouthWest Ohio Computer Association (“SWOCA”) have fiber optic systems that can benefit the City of Monroe and the State of Ohio specifically for traffic signals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an Indefeasible Right-to-Use Agreement by and between the City of Monroe and SWOCA for the utilization of fiber systems specifically for traffic signals. The terms and conditions of said Agreement are set forth on Exhibit “1” attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:_______________

ATTEST: APPROVED:

______________________________ ______________________________
Clerk of Council Mayor

First Reading:_______________

SOUTHWEST OHIO COMPUTER ASSOCIATION
INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT is made and entered into as of the _____ day of _______, 2020, between the SouthWest Ohio Computer Association also known as "SWOCA" (hereinafter referred to as Owner") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011 and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "User"), having an office at 233 South Main Street Monroe, OH 45050. Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Owner has an existing optical fiber system (hereinafter referred to as the "Fiber System" or "Owner Fiber System") throughout the SWOCA regional footprint and in the City of Monroe, Ohio; and

WHEREAS, Owner has excess fibers in the Fiber System and is willing, to provide such fibers to User and to grant User an Indefeasible Right to Use or IRU (hereinafter referred to as "IRU") in and to such fibers for the purpose of providing telecommunications, video, data, and/or information services; and

WHEREAS, in connection with the grant to User of an IRU in and to such fibers, Owner is willing to allow User to use certain other property owned by Owner, including, but not limited to, innerduct, conduit, building entrance facilities and associated appurtenances; and

WHEREAS, User has obtained any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the Rights of Way and further agrees to adhere to any and all requirements of federal, state and local laws, rules or regulations (specifically inclusive of, but not limited to, Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio); and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may in the future agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which will incorporate the covenants and agreements of this Agreement and which will also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, pursuant to the terms of any Right of Way occupancy requirement and/or Construction Permit required by Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio or any similar requirements promulgated by jurisdictions in the SWOCA regional footprint where User might be granted access to and use of the Fiber System, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meaning specified:

a. Agreement: This Indefeasible Right to Use Agreement between Owner and User which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.

b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the SWOCA regional footprint and Rights of Way of the City of Monroe, Ohio (a general depiction of which is attached hereto as Exhibit "A")

2. GRANT.

2.1 Owner hereby grants to User an IRU of the following Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

a. Four (4) strands (two pair) of fiber optic cable in the Fiber System along a 2.63 mile path for a total of 10.52 strand miles, all as may further be described in Exhibit A attached hereto (the "User System"). User will work with Owner to define connections to facilities within the Fiber System.

3. TERM.

3.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement is for ten (10) years (one hundred and twenty (120) months) (hereinafter referred to as the "Initial Term"). After the Initial Term, User and Owner shall have the right to renew this Agreement for an additional mutually acceptable period of time at then mutually agreed upon pricing and terms ("Extended Term"). Such Extended Term shall be memorialized in writing from User to Owner at least one hundred and eighty (180) days prior to termination of the Initial Term. In the event that the Parties do not renew this Agreement, this Agreement shall terminate. The entire duration this Agreement is in full force and effect (Initial Term and any Renewal Term) is referred to herein as the "Term".

4. CONSIDERATION.

4.1 As consideration for, as inducement to, and as a required condition of Owner granting User the specific rights to use portions of the Fiber System (the "User System") as described herein, User hereby agrees:

a. To compensate Owner in the annual recurring amounts as provided for in Exhibit A attached hereto, which shall also include all non-recurring costs as listed or otherwise negotiated by the Parties.

b. To perform all User obligations and pay any reasonable additional fees or costs to Owner as may be defined herein.

c. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNER'S OBLIGATIONS.

5.1 Owner shall:

a. Provide the User System for User's use in accordance with the terms of this Agreement.

b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of Owner.

c. Maintain the User System to User's reasonable specifications.

6. USER OBLIGATIONS.

6.1 User shall:

a. When lateral connectivity is not provided by Owner, provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of Owner's Fiber System. In this event User shall own the lateral.

b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.

c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

d. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to in writing by Owner. Reasonable Use of the User System by User and User's elected officials, officers, employees, agents, or volunteers shall be allowed and not be considered an improper sublease or subdivision of the User System. "Reasonable Use" shall be defined as the lawful and responsible use of the User System by User and User's elected officials, officers, employees, agents, or volunteers in furtherance of and in accordance with User's non-profit business operations and purposes. User further agrees that any use of the User System, either by User, its elected officials, officers, employees, agents, or volunteers, shall continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.

e. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

7. <u>JOINT OBLIGATIONS.</u>

7.1 Owner and User jointly:

a. Agree that within thirty (30) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.

b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. <u>MAINTENANCE</u>.

8.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of Owner or Owner's appointed agent(s) with reasonable notice to User. Except as otherwise may be agreed to by the parties, User is prohibited from performing any maintenance, repair or splicing on the Fiber System or User System. User shall have the right to have an employee or representative available to assist Owner in any maintenance or repair of the User System. Owner shall maintain User System in accordance with the technical specifications (hereinafter referred to as the "Specifications") attached hereto in Exhibit B.

a. Regular Maintenance: Owner may from time to time undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Owner's sole cost, and expense.

b. Scheduled Maintenance: Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at User's request. Such User requested Scheduled Maintenance shall be performed at User's sole cost and expense. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates then in effect at the time services are performed.

c. Emergency Maintenance: Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within Twenty-Four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User's actual use of the User System and/or Fiber System requiring such Emergency Maintenance. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

8.2 In the event Owner, or others acting in Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User Systems, User, or others acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for the previous Owner provided maintenance and repair of the User System, at User's sole cost and expense. Any such discontinuance shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, Owner shall obtain for User, or others acting in User's behalf, approval for adequate access to the Rights of Way in, on, across, along or through which the User System is located, for the purpose of permitting User, or others acting in User's behalf, to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to terminate this Agreement should Owner discontinue maintenance and/or repair of the User System.

8.3 In the event any failure, interruption or impairment adversely affects both Owner's Fiber System and User System, restoration of the User System shall at all times be subordinate to restoration of Owner's Fiber System with the exception of special priority for Users's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the parties hereto. In such event or in the event Owner is unable to provide timely repair service to the User System, Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with Owner's restoration activities.

8.4 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by Owner to work on Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify Owner of the contemplated action and receive Owner's concurrence decision, a decision that Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an Owner employee or representative available to assist User in any repair of the User System.

9. USE OF USER SYSTEM.

9.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

9.2 User hereby certifies that it is authorized or will be authorized, where required, on the effective date of this Agreement to provide telecommunications, video, data, and/or information services within the State of Ohio, the City of Monroe, Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the Fiber optic cable systems such as the Fiber System owned and operated by Owner.

9.3 User understands and acknowledges that its use of the Fiber System and the User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and the User System are located. User represents and warrants that it shall operate on the Fiber System and the User System subject to, and in accordance with, all laws, rules and regulations and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

10. INDEMNIFICATION.

10.1 The User, to the extent allowable under Ohio law, shall indemnify, protect, defend, and hold harmless the Owner and its affiliates, officers, elected officials, directors, employees, partners and agents from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or severable, expenses of any nature (including reasonable attorneys', accountants' and experts' fees and disbursements), judgments, fines, settlements and other amounts (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (collectively "Claims") relating to or arising out of:

a. User or its elected officials, officers and employees, agents, or volunteers use of the Fiber System or User System, except to the extent such Damages are caused by Owner or its affiliates, officers, directors, employees, partners, clients, customers, or agents;

b. Any breach by User or its elected officials, officers and employees, agents, or volunteers of any material obligation or covenant under this Agreement;

c. Any claim of any third party resulting from the negligence or willful misconduct of User or its elected officials, officers, employees, agents, or volunteers.

11. INSURANCE.

11.1 INTENTIONALLY RESERVED/DELETED.

12. DEFAULT.

12.1 Unless otherwise specified in this Agreement, User shall not be in default under this Agreement, or in breach of any provision hereof unless and until Owner shall have given User written notice of a breach and User shall have failed to cure the same within thirty (30) days after receipt of a notice; provided, however, that where such breach cannot reasonably be cured within such thirty (30) day period, if User shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by User to timely cure any such breach after notice thereof from Owner, Owner shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue such other remedies as may be provided at law or in equity.

12.2 Unless otherwise specified in this Agreement, Owner shall not be in default under this Agreement or in breach of any provision hereof unless and until User shall have given Owner written notice of such breach and Owner shall have failed to cure the same within thirty (30) days after receipt of such notice;

provided, however, that where such breach cannot be reasonably be cured within such thirty (30) day period, if Owner shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such breach shall be extended for a reasonable period of time to complete such curing. Upon the failure by Owner to timely cure any such breach after notice thereof from User, User shall have the right to take such action as it may determine, in its sole discretion, to be necessary to cure the breach or terminate this Agreement or pursue other remedies as may be provided at law or in equity.

12.3 If User, shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if any involuntary petition proposing the adjudication of User, as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition shall not be discharged or denied within ninety (90) days after the filing thereof, or if a receiver, trustee or liquidator of all or substantially all of the assets of User shall be appointed then Owner may, at its sole option, immediately terminate this Agreement.

13. FORCE MAJEURE.

13.1 Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control (except for the fulfillment of payment obligations as set forth herein), including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; adverse weather conditions; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; national, state or local emergencies; insurrections; riots; public health crisis; wars; or strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

14. ASSIGNMENT.

14.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns; provided, however, that no assignment hereof or sublease, assignment or licensing (hereinafter collectively referred to as a "Transfer") of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto. Said consent shall not be unreasonably withheld.

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

16.1 The relationship between User and Owner shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency Agreement between the Parties hereto.

17. NO THIRD-PARTY BENEFICIARIES.

17.1 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a Party.

18. EFFECT OF SECTION HEADINGS.

18.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

19. NOTICES.

19.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to Owner:	If to User:
SouthWest Ohio Computer Association 3611 Hamilton-Middletown Rd Hamilton, OH 45011 Phone: (513) 867-1028 Facsimile: (513) 867-0754	City Manager City of Monroe, Ohio 233 South Main Street Monroe, OH 45050 Phone: (513) 539-7374 Facsimile: (513) 539-6460
	With a Copy to: Law Director City of Monroe, Ohio

233 South Main Street
Monroe, OH 45050

And :
Christopher L. Miller
Ice Miller, LLP.
250 West Street
Columbus, OH 43215

19.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

20. SEVERABILITY.

20.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

21. COMPLIANCE WITH LAW.

21.1 Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules and regulations.

22. GOVERNING LAW AND VENUE.

22.1 This Agreement shall be interpreted in accordance with the Charter and Codified Ordinances of the City of Monroe, as amended, the laws of the State of Ohio, and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Butler County, Ohio

23. ENTIRE AGREEMENT.

23.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

REST OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS HEREOF the parties have executed and delivered this Agreement effective the day and year first above written:

OWNER:

____
By: Donna Davis Norris
Its: Executive Director
Date: ________________________

USER:
City of Monroe, Ohio
an Ohio municipal corporation.

____
By: William J. Brock
Its: City Manager
Date: ________________________

Approved As To Form:

____
Law Director
City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM AND COSTS

Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

Owner shall install and maintain the User System within Owner's Fiber System in accordance with the criteria and specifications that follows:

II. Design Criteria

Owner will endeavor to keep the number of splices in a span to a minimum.

III. Optical Fiber Specifications

Owner will meet the optical specifications as detailed below for the cable installed:

A. Single Mode Fiber

Parameter Units		Specifications
Maximum attenuation ( )	( )	( )
Cladding diameter	( )	( )
Cutoff wavelength	( )	( )
Zero dispersion wavelength	( )	( )
Maximum dispersion ( )	( )	( )

ORDINANCE NO. 2020-18

AMENDING AND SUPPLEMENTING ORDINANCE NO. 2020-08, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2020.

SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.

SECTION 2: There be appropriated from the GENERAL FUND:

1110	**GENERAL GOVERNMENT**			
	000	*FUND EXPENSES*		
		OPERATING EXPENSES		51,500
			TOTAL	*51,500*
	110	*CITY COUNCIL*		
		PERSONAL SERVICES		113,510
		OPERATING EXPENSES		72,990
			TOTAL	*186,500*
	120	*CITY MANAGER'S OFFICE*		
		PERSONAL SERVICES		309,386
		OPERATING EXPENSES		464,400
			TOTAL	*773,786*
	125	*INFORMATION TECHNOLOGY*		
		OPERATING EXPENSES		50,000
			TOTAL	*50,000*
	130	*HUMAN RESOURCES*		
		PERSONAL SERVICES		243,400
		OPERATING EXPENSES		300,450
			TOTAL	*543,850*
	135	*ECONOMIC DEVELOPMENT*		
		PERSONAL SERVICES		98,250
		OPERATING EXPENSES		212,900
			TOTAL	*311,150*
	140	*DEVELOPMENT*		
		PERSONAL SERVICES		321,488
		OPERATING EXPENSES		582,200
		OTHER EXPENSES		4,000
			TOTAL	*907,688*

145	*ENGINEERING*			
	PERSONAL SERVICES		118,716	
	OPERATING EXPENSES		144,000	
		TOTAL	*262,716*	
150	*FINANCE*			
	PERSONAL SERVICES		553,709	
	OPERATING EXPENSES		257,420	
	OTHER EXPENSES		600,000	
		TOTAL	*1,411,129*	
160	*MAYOR'S COURT*			
	PERSONAL SERVICES		93,822	
	OPERATING EXPENSES		26,480	
		TOTAL	*120,302*	
TOTAL GENERAL GOVERNMENT				**4,618,621**
PUBLIC SAFETY				
220	*PUBLIC SAFETY COMMUNICATIONS*			
	PERSONAL SERVICES		538,037	
	OPERATING EXPENSES		74,800	
		TOTAL	*612,837*	
250	*POLICE*			
	OTHER EXPENSES		2,560,260	
		TOTAL	*2,560,260*	
270	*FIRE*			
	OTHER EXPENSES		2,523,523	
		TOTAL	*2,523,523*	
TOTAL PUBLIC SAFETY				**5,696,620**
PUBLIC WORKS				
310	*STREET*			
	OTHER EXPENSES		1,031,130	
		TOTAL	*1,031,130*	
330	*BUILDINGS AND GROUNDS*			
	OPERATING EXPENSES		401,615	
		TOTAL	*401,615*	
390	*ENTERPRISE*			
	OTHER EXPENSES		160,000	
		TOTAL	*160,000*	
TOTAL PUBLIC WORKS				**1,592,745**

	PARKS AND RECREATION			
	410 *PARK OPERATION AND MAINTENANCE*			
	PERSONAL SERVICES		298,181	
	OPERATING EXPENSES		184,820	
		TOTAL	*483,001*	
	TOTAL PARKS AND RECREATION			**483,001**
	OTHER FINANCING USES			
	710 *CAPITAL IMPROVEMENTS*			
	OTHER EXPENSES		1,234,000	
		TOTAL	*1,234,000*	
	810 *DEBT SERVICE*			
	OTHER EXPENSES		208,000	
		TOTAL	*208,000*	
	TOTAL OTHER FINANCING USES			**1,442,000**
TOTAL GENERAL FUND				13,832,987
1115	**MUNICIPAL INCOME TAX FUND**			
	150 *FINANCE*			
	OPERATING EXPENSES		-	
	OTHER EXPENSES		14,882,727	
		TOTAL		*14,882,727*
GRAND TOTAL GENERAL FUND				**28,715,714**

SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:

2101	**PUBLIC SAFETY INCOME TAX FUND**			
	PUBLIC SAFETY			
	PERSONAL SERVICES		2,650,000	
	OTHER EXPENSES		445,750	
		TOTAL		*3,095,750*
2210	**STREET FUND**			
	PUBLIC WORKS			
	PERSONAL SERVICES		1,533,147	
	OPERATING EXPENSES		637,920	
		TOTAL		*2,171,067*

2220	**STATE HIGHWAY FUND**			
	PUBLIC WORKS			
	OPERATING EXPENSES		74,500	
	CAPITAL OUTLAY		200,000	
		TOTAL		*274,500*
2230	**MOTOR VEHICLE LICENSE**			
	PUBLIC WORKS			
	OPERATING EXPENSES		88,800	
	CAPITAL OUTLAY		307,000	
		TOTAL		*395,800*
2310	**FIRE - 1989 LEVY FUND**			
	PUBLIC SAFETY			
	PERSONAL SERVICES		3,289,122	
	OPERATING EXPENSES		519,005	
		TOTAL		*3,808,127*
2320	**FIRE - 2005 LEVY FUND**			
	PUBLIC SAFETY			
	OPERATING EXPENSES		-	
	OTHER EXPENSES		249.84	
		TOTAL		*249.84*
2330	**PUBLIC SAFETY FEMA GRANT FUND**			
	PUBLIC SAFETY			
	OPERATING EXPENSES		8,000	
		TOTAL		*8,000*
2340	**DEPT OF PUBLIC SAFETY GRANT FUND**			
	PUBLIC SAFETY			
	OPERATING EXPENSES		1,522.69	
		TOTAL		*1,522.69*
2410	**POLICE LAW ENFORCEMENT**			
	250 *PUBLIC SAFETY*			
	PERSONAL SERVICES		2,850,200	
	OPERATING EXPENSES		523,910	
		TOTAL		*3,374,110*
2420	**DARE GRANT FUND**			
	250 *PUBLIC SAFETY*			
	PERSONAL SERVICES		-	
	OPERATING EXPENSES		8,500	
		TOTAL		*8,500*
2430	**ENFORCEMENT & EDUCATION FUND**			

	250 *PUBLIC SAFETY*			
	OPERATING EXPENSES		-	
		TOTAL		-
2440	**FEDERAL ASSET FORFEITURE FUND**			
	250 *PUBLIC SAFETY*			
	OPERATING EXPENSES		-	
		TOTAL		-
2510	**COURT TECHNOLOGY IMPROVEMENT**			
	GENERAL GOVERNMENT			
	OPERATING EXPENSES		12,800	
		TOTAL		*12,800*
2600	**2004 TIFS**			
	DEVELOPMENT INCENTIVES			
	OPERATING EXPENSES		25,550	
	CAPITAL EXPENSES		-	
	OTHER EXPENSES		2,232,420	
		TOTAL		*2,257,970*
2700	**2004 RIDS**			
	DEVELOPMENT INCENTIVES			
	OPERATING EXPENSES		49,320	
	CAPITAL EXPENSES		-	
	OTHER EXPENSES		3,129,000	
		TOTAL		*3,178,320*
GRAND TOTAL SPECIAL REVENUE FUNDS				***18,586,717***

SECTION 4: There be appropriated from the following CAPITAL PROJECTS FUNDS:

3101	**CAPITAL INCOME TAX FUND**			
	OTHER FINANCING USES			
	CAPITAL EXPENSES		650,000	
	OTHER EXPENSES		166,700	
		TOTAL		*816,700*
3110	**PARK IMPROVEMENT FUND**			
	PARKS AND RECREATION			
	OPERATING		50,000	
	CAPITAL EXPENSES		2,204,500	
		TOTAL		*2,254,500*
3120	**CAPITAL IMPROVEMENT FUND**			
	GENERAL GOVERNMENT			

OPERATING EXPENSES	50,000
CAPITAL EXPENSES	-
PUBLIC SAFETY	
OPERATING EXPENSES	720,000
CAPITAL EXPENSES	7,075,333

	PUBLIC WORKS		
	OPERATING EXPENSES	50,100	
	CAPITAL EXPENSES	913,000	
	TOTAL		*8,808,433*
6120	**WATER CAPITAL IMPROVEMENT FUND**		
	PUBLIC WORKS		
	OPERATING EXPENSES	592,500	
	CAPITAL EXPENSES	845,000	
	TOTAL		*1,437,500*
6125	**WATER METER REPLACEMENT FUND**		
	PUBLIC WORKS		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	80,000	
	OTHER EXPENSES	-	
	TOTAL		*80,030*
GRAND TOTAL CAPITAL PROJECTS FUNDS			***13,397,163***

SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:

4110	**G.O. BOND RETIREMENT**		
	GENERAL GOVERNMENT		
	DEBT SERVICE EXPENSE	2,192,900	
	TOTAL		*2,192,900*
4210	**WATER BOND RETIREMENT**		
	PUBLIC WORKS		
	DEBT SERVICE EXPENSE	536,450	
	TOTAL		*536,450*
4310	**S.A. BOND RETIREMENT FUND**		
	GENERAL GOVERNMENT		
	OPERATING EXPENSES	100	
	DEBT SERVICE EXPENSE	63,420	
	DEVELOPMENT INCENTIVES		
	OTHER EXPENSES	1,124,750.00	
	TOTAL		*1,188,270*
4410	**INCOME TAX BOND RETIREMENT FUND**		
	GENERAL GOVERNMENT		
	DEBT SERVICE EXPENSE	612,350	
	TOTAL		*612,350*

4610	**CORRIDOR 75 PARK LTD TIF**		
	DEVELOPMENT INCENTIVES		
	OPERATING EXPENSES	-	
	DEBT SERVICE EXPENSE	-	
	OTHER EXPENSES	-	
	TOTAL		-
GRAND TOTAL DEBT SERVICE FUNDS			***4,529,970***

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	**S.A. STREET LIGHTING FUND**		
	GENERAL GOVERNMENT		
	OPERATING EXPENSES	10,750	
	TOTAL		*10,750*
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			***10,750***

SECTION 7: There be appropriated from the following ENTERPRISE FUNDS:

6110	**WATER FUND**		
	PUBLIC WORKS		
	PERSONAL SERVICES	660,630	
	OPERATING EXPENSES	1,475,300	
	OTHER EXPENSES	1,000,000	
	TOTAL		*3,135,930*
6210	**SEWER FUND**		
	PUBLIC WORKS		
	PERSONAL SERVICES	80,450	
	OPERATING EXPENSES	1,117,100	
	TOTAL		*1,197,550*
6310	**STORM WATER FUND**		
	PUBLIC WORKS		
	PERSONAL SERVICES	169,930	
	OPERATING EXPENSES	233,520	
	CAPITAL EXPENSES	160,000	
	TOTAL		*563,450*
6410	**GARBAGE FUND**		
	PUBLIC WORKS		
	PERSONAL SERVICES	105,158	
	OPERATING EXPENSES	891,500	
	TOTAL		*996,658*
6510	**CEMETERY FUND**		

	PUBLIC WORKS		
	PERSONAL SERVICES	31,000	
	OPERATING EXPENSES	59,700	
	CAPITAL EXPENSES	-	
	OTHER	-	
	TOTAL		*90,700*
6610	**STREET LIGHTING FUND**		
	PUBLIC WORKS		
	OPERATING EXPENSES	140,040	
	CAPITAL EXPENSES	-	
	OTHER	-	
	TOTAL		*140,040*
GRAND TOTAL ENTERPRISE FUNDS			***6,124,328***

SECTION 8: There be appropriated from the following TRUST AND AGENCY FUNDS:

7100	**CEMETERY MAINTENANCE TRUST FUND**		
	FUND EXPENSE		
	OPERATING EXPENSES	-	
	TOTAL		-
7110	**MOUND CEMETERY TRUST FUND**		
	PUBLIC WORKS		
	OPERATING EXPENSES	10,000	
	TOTAL		*10,000*
7120	**LONG STREET CEMETERY TRUST FUND**		
	PUBLIC WORKS		
	OPERATING EXPENSES	250	
	TOTAL		*250*
7310	**FIRE HISTORIC PRESERVATION FUND**		
	PUBLIC SAFETY		
	CAPITAL OUTLAY	-	
	TOTAL		-
7320	**FIRE LOSS SECURITY FUND**		
	PUBLIC SAFETY		
	OPERATING	-	
	TOTAL		-

7410	**DRUG LAW ENFORCEMENT TRUST FUND**		
	PUBLIC SAFETY		
	OPERATING EXPENSES	20,000	
	TOTAL		*20,000*
GRAND TOTAL TRUST AND AGENCY FUNDS			***30,250***
TOTAL ALL APPROPRIATIONS			***71,394,891***

SECTION 9: The City Manager is hereby authorized to convert the dollar appropriation figure in the Ordinance to such form as may be acceptable to the Auditors of Butler and Warren Counties and the Auditor of the State of Ohio provided in this conversion no change of total dollar amounts shall within the Sections of this Ordinance be permitted without approval of Council.

SECTION 10: The Finance Director is hereby authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures provided that no warrants shall be drawn OR paid for salaries or wages except to persons employed by authority and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for purposes other than those covered by other specific appropriations herein made.

SECTION 11: This measure shall take effect immediately upon passage pursuant to Section 7.08(B)(1) of the Charter of the City of Monroe.

PASSED: ______________________________

ATTEST: APPROVED:

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Clerk of Council Mayor

City of Monroe

Supplemental Appropriations

May 26, 2020

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	**GENERAL FUND**						
	GENERAL GOVERNMENT						
	110 - CITY COUNCIL						
	OPERATING EXPENSES	97,750	72,990	(24,760)	-25.3%	Multiple	COVID-19 Budget Reduction
	120 - CITY MANAGER'S OFFICE						
	PERSONNEL SERVICES	334,386	309,386	(25,000)	-7.5%	11112051-51102	COVID-19 Budget Reduction
	OPERATING EXPENSES	582,900	464,400	(118,500)	-20.3%	Multiple	Budget correction from last supplemental appropriations & COVID-19 budget reductions
	125 - INFORMATION TECHNOLOGY						
	OPERATING EXPENSES	60,000	50,000	(10,000)	-16.7%	11112500-59000	COVID-19 Budget Reduction
	130 - HUMAN RESOURCES						
	PERSONNEL SERVICES	245,900	243,400	(2,500)	-1.0%	11113000-51299	COVID-19 Budget Reduction
	OPERATING EXPENSES	185,500	300,450	114,950	62.0%	11113000-52391	Budget correction from last supplemental appropriations & COVID-19 budget reductions
	135 - ECONOMIC DEVELOPMENT						
	OPERATING EXPENSES	228,400	212,900	(15,500)	-6.8%	Multiple	COVID-19 Budget Reduction
	140 - DEVELOPMENT						
	OPERATING EXPENSES	637,200	582,200	(55,000)	-8.6%	Multiple	COVID-19 Budget Reduction
	145 - ENGINEERING						
	PERSONNEL SERVICES	219,016	118,716	(100,300)	-45.8%	11145000-51101	COVID-19 Budget Reduction
	OPERATING EXPENSES	149,750	144,000	(5,750)	-3.8%	Multiple	COVID-19 Budget Reduction
	150 - FINANCE						
	PERSONNEL SERVICES	568,709	553,709	(15,000)	-2.6%	11115151-51102	COVID-19 Budget Reduction
	OPERATING EXPENSES	288,650	257,420	(31,230)	-10.8%	Multiple	COVID-19 Budget Reduction
	160 - MAYOR'S COURT						
	OPERATING EXPENSES	29,305	26,480	(2,825)	-9.6%	Multiple	COVID-19 Budget Reduction
	PUBLIC SAFETY						
	220 - PUBLIC SAFETY COMMUNICATIONS						
	PERSONNEL SERVICES	549,137	538,037	(11,100)	-2.0%	Multiple	Increase for unemployment claim; COVID-19 Budget Reduction
	OPERATING EXPENSES	100,050	74,800	(25,250)	-25.2%	Multiple	COVID-19 Budget Reduction
	250 - POLICE						
	OTHER EXPENSES	2,725,000	2,560,260	(164,740)	-6.0%	11125000-55901	COVID-19 Budget Reduction
	270 - FIRE						
	OTHER EXPENSES	2,725,000	2,523,523	(201,477.31)	-7.4%	11127000-55901	Close Fund 2340 Dept of Public Safety Grant Fund; transfer remaining balance to the Fire Levy Fund; & COVID-19 Budget Reduction
	PUBLIC WORKS						
	310 - STREET						
	OTHER EXPENSES	1,100,000	1,031,130	(68,870)	-6.3%	11131000-55901	COVID-19 Budget Reduction
	330 - BUILDINGS & GROUNDS						
	OPERATING EXPENSES	411,700	401,615	(10,085)	-2.4%	Multiple	COVID-19 Budget Reduction
	390 - ENTERPRISE						
	OTHER EXPENSES	190,000	160,000	(30,000)	-15.8%	11139000-55901	COVID-19 Budget Reduction
	PARKS & RECREATION						
	410 - PARK OPERATION & MAINTENANCE						
	PERSONNEL SERVICES	298,181	298,181				
	OPERATING EXPENSES	210,250	184,820	(25,430)	-12.1%	Multiple	COVID-19 Budget Reduction
	OTHER FINANCING USES						
	CAPITAL IMPROVEMENTS						
	OTHER EXPENSES	1,280,000	1,234,000	(46,000)	-3.6%	11170000-55901	COVID-19 Budget Reduction
	TOTAL GENERAL FUND	14,707,354	13,832,987	(874,367)	-5.9%		
	TOTAL GENERAL FUND	**$ 29,590,081**	**$ 28,715,714**	**$ (874,367)**			
2210	**STREET FUND**						

PUBLIC WORKS						
310 - STREET						
PERSONNEL SERVICES	1,553,147	1,533,147	(20,000)	-1.3%	22131051-51111	COVID-19 Budget Reduction
OPERATING EXPENSES	686,790	637,920	(48,870)	-7.1%	Multiple	COVID-19 Budget Reduction
TOTAL STREET FUND	2,239,937	2,171,067	(68,870)	-3.1%		
2220 STATE HIGHWAY FUND						
PUBLIC WORKS						
310 - STREET						
OPERATING EXPENSES	88,500	74,500	(14,000)	-15.8%	22232000-52421	COVID-19 Budget Reduction
TOTAL STATE HIGHWAY FUND	288,500	274,500	(14,000)	-4.9%		
2230 MOTOR VEHICLE LICENSE TAX FUND						
PUBLIC WORKS						
310 - STREET						
OPERATING EXPENSES	128,800	88,800	(40,000)	-31.1%	22331000-52421	COVID-19 Budget Reduction
TOTAL MVLT FUND	435,800	395,800	(40,000)	-9.2%		
2310 FIRE - 1989 LEVY FUND						
PUBLIC SAFETY						
270 - FIRE						
PERSONNEL SERVICES	2,660,722	3,289,122	628,400	23.6%	23127051-51999	Appropriations moved from Fund 2320 to cover fund reimbursement; COVID-19 Budget Reductions
OPERATING EXPENSES	645,765	519,005	(126,760)	-19.6%	23127999-52301 $8,240 23127999-52303 $2,000	Appropriations moved from Fund 2320 to cover property tax collection fees; COVID-19 Budget Reductions
TOTAL FIRE - 1989 LEVY FUND	3,306,487	3,808,127	501,640	15.2%		
2320 FIRE - 2005 LEVY FUND						
PUBLIC SAFETY						
270 - FIRE						
OPERATING EXPENSES	704,640	-	(704,640)	-100.0%	23227000-52615 $694,400 23227999-52301 $8,240 23227999-52303 $2,000	Close Fund 2320 & move appropriations to Fund 2310
OTHER EXPENSES	-	250	249.84	#DIV/0!	New Acct #	Close Fund 2320 & move cash balance to Fund 2310
TOTAL FIRE - 2005 LEVY FUND	704,640	250	(704,390)	-100.0%		
2340 DEPT OF PUBLIC SAFETY GRANT FUND						
PUBLIC SAFETY						
270 - FIRE						
OTHER EXPENSES	-	1,522.69	1,522.69	#DIV/0!	New Acct #	Close fund & transfer remaining balance to the General Fund
TOTAL DEPT OF PUBLIC SAFETY GRAN	-	1,523	1,523	#DIV/0!		
2410 POLICE LAW ENFORCEMENT FUND						
PUBLIC SAFETY						
250 - POLICE						
PERSONNEL SERVICES	2,870,200	2,850,200	(20,000)	-0.7%	24125151-51101	COVID-19 Budget Reduction
OPERATING EXPENSES	668,650	523,910	(144,740)	-21.6%	Multiple	COVID-19 Budget Reduction
TOTAL POLICE LAW ENFORCEMENT F	3,538,850	3,374,110	(164,740)	-4.7%		
TOTAL SPECIAL REVENUE FUNDS	**$ 19,075,554**	**$ 18,586,717**	**$ (488,837)**			
3110 PARK IMPROVEMENT FUND						
OTHER FINANCING USES						
420 - PARK DEVELOPMENT						
CAPITAL EXPENSES	2,479,500	2,204,500	(275,000)	-11.1%	Multiple	COVID-19 Budget Reduction
TOTAL PARK IMPROVEMENT FUND	2,529,500	2,254,500	(275,000)	-10.9%		
3120 CAPITAL IMPROVEMENT FUND						
PUBLIC SAFETY						
270 - FIRE						
CAPITAL EXPENSES	521,333	475,333	(46,000)	-8.8%	Multiple	COVID-19 Budget Reduction

TOTAL CAPITAL IMPROVEMENT FUND	8,854,433	8,808,433	(46,000)	-0.5%		
TOTAL CAPITAL PROJECTS FUNDS	**$ 13,718,163**	**$ 13,397,163**	**$ (321,000)**			
TOTAL DEBT SERVICE FUNDS	**$ 4,529,970**	**$ 4,529,970**	**$ -**			
TOTAL SPECIAL ASSESSMENT FUNDS	**$ 10,750**	**$ 10,750**	**$ -**			
6310 STORM WATER FUND						
PUBLIC WORKS						
390 - OTHER UTILITIES						
CAPITAL EXPENSES	190,000	160,000	(30,000)	-15.8%	63139000-53716	COVID-19 Budget Reduction
TOTAL STORM WATER FUND	593,450	563,450	(30,000)	-5.1%		
6510 CEMETERY FUND						
PUBLIC WORKS						
390 - OTHER UTILITIES						
CAPITAL EXPENSES	20,000	-	(20,000)	-100.0%	65139000-53714	COVID-19 Budget Reduction
TOTAL CEMETERY FUND	110,700	90,700	(20,000)	-18.1%		
TOTAL ENTERPRISE FUNDS	**$ 6,174,328**	**$ 6,124,328**	**$ (50,000)**			
TOTAL ALL FUNDS	73,129,096	71,394,891	(1,734,205)	-2.4%		

ORDINANCE NO. 2020-19

AN ORDINANCE COMBINING THE 1989 LEVY FUND AND THE 2005 LEVY FUND TO CREATE A NEW FUND TITLED FIRE & EMS LEVY FUND.

WHEREAS, in 1989 and 2005 electors approved levies for the Department of Fire; and

WHEREAS, both levies were designated for the same purpose; and

WHEREAS, to simplify the chart of accounts, Council desires to combine the two levy funds into one based on the recommendation of the Director of Finance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

<u>SECTION 1</u>: The 1989 Levy Fund and the 2005 Levy Fund are hereby combined to create a new fund titled Fire & EMS Levy Fund.

<u>SECTION 2</u>: The Fire & EMS Levy Fund shall be used specifically for the same purposes as the 1989 Levy Fund and the 2005 Levy Fund.

<u>SECTION 3</u>: Any balances existing in the 1989 Levy Fund and the 2005 Levy Fund are to be transferred into the newly created Fire & EMS Levy Fund.

<u>SECTION 4</u>: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:________________

ATTEST: APPROVED:

____ ____________________________________

Clerk of Council Mayor

First Reading:______________

ORDINANCE NO. 2020-20

AN ORDINANCE CLOSING THE PUBLIC SAFETY GRANT FUND AND AUTHORIZING THE TRANSFER OF THE BALANCE OF THIS FUND TO THE GENERAL FUND.

WHEREAS, Council established the Public Safety Grant Fund through the adoption of Ordinance No. 2008-07 for training and equipment for emergency medical services; and

WHEREAS, additional grants were received in 2013 and 2014; and

WHEREAS, this fund has remained dormant since 2014 and has a cash balance of $1,522.69; and

WHEREAS, pursuant to the Ohio Revised Code this fund can be closed and any balance transferred to the General Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

<u>SECTION 1</u>: The Public Safety Grant Fund is hereby closed and any remaining cash balance is hereby authorized to be transferred to the General Fund.

<u>SECTION 2</u>: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

First Reading:________________

MIKE DEWINE
GOVERNOR OF OHIO

Ohio Department of Health

#IN THIS TOGETHER Ohio

#RESPONSIBLE RESTART Ohio

Responsible RestartOhio



Baseball and Softball

Arrival to Venue

Mandatory

- **All participants, spectators, and employees must adhere to six-foot physical distancing while at the facility/course.**
- Must conduct daily symptom assessments by coaches and players (self-evaluation). Anyone experiencing symptoms must stay home.*
- No team water coolers or shared drinking stations.
- Compliant game balls must be designated to each team for use while that team is playing defense.
- Prior to competitive tournaments, event owners must alert the local health department of the event.
- These requirements must be shared prior to the event with all players, coaches, spectators, officials, and employees prior to their arrival at the venue.

Recommended Best Practices

- Digital check-in and registration for all events.
- Lineups should be entered online or by spoken word and recorded by officials/umpires without exchanging any physical documents with coaches or players.
- Athletes are strongly recommended to travel to the venue alone or with a member of their immediate household.

Practice

Mandatory

- **Coaches and players must adhere to physical six-foot distancing except when the ball is in play.**
- Coaches must wear face coverings at all times.
- Athletes must wear face coverings at all times while not actively participating in the field of play.
- Must conduct daily symptom assessments by coaches and players (self-evaluation). Anyone experiencing symptoms must stay home.
- No team water coolers or shared drinking stations.

Recommended Best Practices

- Face coverings are strongly recommended for any spectators.
- For each practice session, it is recommended that coaches divide players into groups and establish rotating shifts when possible.
- Athletes should bring individual water containers.
- Virtual meetings should be considered when possible.
- Athletes are strongly recommended to travel to the venue alone or with a member(s) of their immediate household, if possible. Face coverings are strongly recommended for individuals traveling to and from the venue.
- Whenever possible, equipment and personal items should have proper separation and should not be shared. If equipment must be shared, proper sanitation should be administered between users.

Athletes

Mandatory

- **Must adhere to six foot social distancing practices off the field of play.**
- Must wear face coverings at all times when not actively participating in the field of play.
- Must conduct daily symptom assessments by coaches and players (self-evaluation). Anyone experiencing symptoms must stay home.*
- Must not share water or equipment. Belongings should be used only by the individual owner or operator including, but not limited to water bottles, gloves, bats, hats, and other on- and off-field gear.
- No touch rule – players should refrain from high fives, handshake lines, and other physical contact with teammates, opposing players, coaches, umpires, and fans. A "tip the cap" can be used following the game in lieu of the handshake line.
- No spitting or eating seeds, gum, other similar products.

Recommended Best Practices

- Hand washing or hand sanitizing, in the absence of soap and water, are strongly recommended for athletes during the games.
- Whenever possible, equipment and personal items should have proper separation and should not be shared. If equipment must be shared, proper sanitation should be administered between users.

**Per the CDC, symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell.*

	Mandatory	Recommended Best Practices
Spectators	• **Must adhere to six foot social distancing practices. This includes in and around bleachers for anyone not in the same family.** • Must conduct daily symptom assessments (self-evaluation). Anyone experiencing symptoms must stay home.* • Must not enter player areas (on the field of play or bench areas). • Must keep six-feet or more distance from the backstop.	• Strongly recommended to war face coverings at all times. • Hand washing or hand sanitizing, in the absence of soap and water, is recommended strongly during the games.
Coaches	• **Must adhere to six-foot social distancing practices.** • Must wear face coverings at all times. • Must conduct daily symptom assessments by coaches and players (self-evaluation). Anyone experiencing symptoms must stay home. • No spitting or eating seeds, gum, or other similar products. • No touch rule – coaches should refrain from high fives, handshake lines, and other physical contact with teammates, opposing players, coaches, umpires, and fans. A "tip the cap" can be used following the game in lieu of the handshake line. • Must ensure that players are following COVID-19-related prevention measures included herein.	• Coaches should ensure the players are adhering to social distancing in dugouts and other seating areas and wearing face coverings while not actively participating on the field of play. • Whenever possible, equipment and personal items should have proper separation and should not be shared. If equipment must be shared, proper sanitation should be administered between users.
Umpires/ Officials	• **Must adhere to six-foot social distancing practices when interacting with players, coaches, and spectators off the field of play.** • Must conduct daily symptom assessments (self-evaluation). Anyone experiencing symptoms must stay home. • Must wear face coverings at all times. • Must avoid exchanging documents or equipment with players, coaches, or spectators.	• Digital check-in and registration for all events. • Umpires calling balls and strikes should allow adequate distance behind the catcher while still able to perform their duty.
Leaving the Venue	• Individuals should not congregate in common areas or parking lot following the event or practice • Umpires should adhere to social distancing practices when interacting with players, coaches, and spectators off the field of play. • Individuals should not exchange items.	• Team meetings should occur virtually or over the phone rather than in a team huddle. • Athletes are strongly recommended to travel to the venue alone or with a member(s) of their immediate household, if possible. Face coverings are strongly recommended for individuals traveling to and from the venue. • Team meals should only occur in compliance with the guidelines issued for restaurants in the state of Ohio.
Confirmed Cases	• Immediately isolate and seek medical care for any individual who develops symptoms. • Contact the local health district about suspected cases or exposure. • Organizer must maintain a complete list of coaches, players, and employees present at each event to include the date, beginning and ending time of the event, plus name, address, and phone contact to be made available upon request from local health district.	• Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/ notifications. • Once testing is readily available, test all suspected infections or exposures. • Following testing, contact local health department to initiate appropriate care and tracing.

**Per the CDC, symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell.*

Revised 5/19