



**Monroe Council Agenda
Regular Meeting
May 10, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of April 26, 2022 and Finance Committee Minutes of April 26, 2022.

Visitors

Committee Reports

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

Old Business

- Discussion and consideration of proposed Charter amendments
- Consideration of Motion establishing the Succession Planning Committee of Council.

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028. (Second Reading)

Ordinance No. 2022-05. An Ordinance amending Section 1 of Ordinance No. 2021-52 to reflect the correct rates as set forth in the September 14, 2021 Water Rate Study. (Second Reading)

Resolution No. 19-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe, Liberty Township, and West Chester Township for use of a Traffic Incident Management Safety Unit. (Second Reading)

New Business

Emergency Resolution No. 20-2022. A Resolution declaring the necessity of repairing certain curbs, gutters, and driveway aprons in the City of Monroe, County of Butler, Ohio, requiring that abutting property owners repair the same, and declaring an emergency.



Emergency Resolution No. 21-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Enterprise Fleet Management and declaring an emergency.

Emergency Resolution No. 22-2022. A Resolution to authorize the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Lieutenants, and declaring an emergency.

Resolution No. 23-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Arrow Capital Solutions, Inc. for mobile data terminals for police cruisers.

Ordinance No. 2022-06. An Ordinance amending and supplementing Exhibit "1" of Emergency Ordinance No. 2022-01 to increase the number of positions for Public Works Administrative Assistant, establish the positions and pay range of Finance Administrator, Battalion Chief, and EMS Coordinator.

Consideration of Motion approving the appointment of Thomas Smith as the Director of Development.

Administrative Reports

- Presentation by Jennifer Patterson – Turtlecreek Township JEDD and Proposed Public Input Project.
- Executive Session - Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Adjournment



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Committee Reports

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Finance Committee
Administrative Liaison Committee
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Public Involvement Committee
Public Safety Committee

Old Business

- Discussion and consideration of proposed Charter amendments
- Consideration of Motion establishing the Succession Planning Committee of Council.

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028. (Second Reading)

Background. The Director of Public Works is requesting that Council table the second reading as staff is continuing to work on the changes necessary prior to the second reading.

Ordinance No. 2022-05. An Ordinance amending Section 1 of Ordinance No. 2021-52 to reflect the correct rates as set forth in the September 14, 2021 Water Rate Study. (Second Reading)

Resolution No. 19-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe, Liberty Township, and West Chester Township for use of a Traffic Incident Management Safety Unit. (Second Reading)

New Business

Emergency Resolution No. 20-2022. A Resolution declaring the necessity of repairing certain curbs, gutters, and driveway aprons in the City of Monroe, County of Butler, Ohio, requiring that abutting property owners repair the same, and declaring an emergency.



Background. This request is for the approval of a concrete assessment program in the Brittany Heights subdivision. The streets included in this program are Wicklow Lane, Ridgeway Court, Tarryton Court, and Fox Run Place. The Engineering division of Public Works has gone through and assessed the concrete needs of each property on the above-mentioned streets. Engineers estimate that the overall cost of the project will be \$192,285.00. Of this cost, \$6,500.00 is the City's responsibility. The City is responsible for the radius area of the intersections of the streets. The remaining \$185,785 will be the responsibility of the property owners on said streets. Property owners will have the opportunity to have the work completed by their own contractors or they can choose to have the City's contractor make the repairs and be assessed for the cost of the repairs.

Emergency Resolution No. 21-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Enterprise Fleet Management and declaring an emergency.

Background. This request is asking Council to approve another vehicle to the lease agreement with Enterprise. This Ford Escape is being leased for the new Civil Engineer position that was filled by Constance Kepner. The money for this lease was accounted for in the 2022 overall budget, which has been approved by Council. The Civil Engineer position requires a lot of traveling within the City for meetings, inspections and project management. This requires that we have a car dedicated to this position.

Emergency Resolution No. 22-2022. A Resolution to authorize the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Lieutenants, and declaring an emergency.

Background. The negotiating team was able to agree on a contract during the 2nd session of negotiations for the Police Lieutenants. The redline version is included in the packet for your review. Please keep in mind that we used the Sergeant contract as a starting point, so many of the changes are due to referencing different titles and/or removing items that don't apply to the Lieutenant position. The Lieutenant wages will be set at a differential percentage from what the Sergeant wages are at. The Sergeant's currently receive a 14% differential from the top Patrol Officer step. The contract was agreed upon with the following differentials set: 10% effective June 1, 2022 - 12% effective June 1, 2023 - 14% effective June 1, 2024. The duration of the contract is 3 years.

Resolution No. 23-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Arrow Capital Solutions, Inc. for mobile data terminals for police cruisers.

Background. This resolution is requested to authorize the city manager to enter into a lease agreement with Arrow Capital Solutions, INC. for thirteen mobile data terminals for the police cruisers. The laptops that are currently in use have come to the end of their usefulness in the capacity as an MDT. The current laptops are owned by the city and will be repurposed if cost effective. The new MDT's are Panasonic Toughbooks designed for use in cruisers. This agreement



would require an annual cost of \$10,011.06. The duration of the agreement is for five years, with a total cost of \$50,055.30.

Ordinance No. 2022-06. An Ordinance amending and supplementing Exhibit “1” of Emergency Ordinance No. 2022-01 to increase the number of positions for Public Works Administrative Assistant, establish the positions and pay range of Finance Administrator, Battalion Chief, and EMS Coordinator.

Background. The following positions are requested for the current year. Your packet information includes a summary of each position along with the overall budget impact, including Salary and Benefit costs. Complete job descriptions will be provided between readings. With the exception of the Finance Administrator, these positions were not included in the permanent appropriations. Mrs. Waggaman will include the necessary adjustments in a supplemental appropriations ordinance at the May 24th meeting.

- o PW Administrative Assistant
- o Finance Administrator
- o Battalion Chief
- o EMS Coordinator

Consideration of Motion approving the appointment of Thomas Smith as the Director of Development.

Background. After advertising and conducting interviews, the City Manager has appointed Thomas Smith as Development Director beginning May 11, 2022. Pursuant to Section 8.03 of the Charter City Council must approve the appointment of all department heads. Mr. Smith's resume is included in the packet.

Administrative Reports

- Presentation by Jennifer Patterson – Turtlecreek Township JEDD and Proposed Public Input Project.
- Executive Session - Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Adjournment



**Monroe Council Minutes
Regular Meeting
April 26, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present: Marc Bellapianta, Tom Callahan, Kelly Clark, Jason Frentzel, Christina McElfresh, and Ben Wagner.

Dr. Clark moved to excuse Keith Funk; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Approval of the Minutes

Mr. Frentzel moved to approve the Public Safety Committee Minutes of March 29, 2022; Public Works Committee Minutes of March 30, 2022; Technology Committee Minutes of April 5, 2022; Public Involvement Committee Minutes of April 7, 2022; Council/School Board Minutes of April 11, 2022; Finance Committee Minutes of April 12, 2022; Council Minutes of April 12, 2022 and April 19, 2022; and Council/Park and Recreation Board Minutes of April 13, 2022; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

None.

Committee Reports

Mr. Frentzel reported that the Finance Committee met this evening and reviewed the water rate information on Council's agenda this evening. The original ordinance had the wrong numbers; however, the residents have been charged the correct amount. In addition, the Finance Committee will be reviewing the Finance policies.

Old Business

None.

New Business

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028.



Mr. Brock advised the revised ordinance is a requirement of the Environmental Protection Agency (EPA). He further advised there will be changes to the legislation by the second reading, including but not limited to, the penalties.

Mr. Frentzel moved to consider this the first reading of Ordinance No. 2022-04 and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-04 by title only.

Mr. Frentzel moved to approve the first reading of Ordinance No. 2022-04; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2022-05. An Ordinance amending Section 1 of Ordinance No. 2021-52 to reflect the correct rates as set forth in the September 14, 2021 Water Rate Study.

Mr. Brock reported these are the corrections to the water rates to align with what was intended in the Water Rate Study. Mr. Frentzel asked if there are any concerns with the charges not matching what was been charged.

Law Director Callahan advised that the dates in both ordinances have the same effective dates and there should not be a problem.

Mr. Frentzel moved to consider this the first reading of Ordinance No. 2022-05 and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-05 by title only.

Mr. Frentzel moved to approve the first reading of Ordinance No. 2022-05; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Executive Session.

Mr. Frentzel moved to adjourn into executive session to discuss the employment of a public employee and reviewing bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 6:45 p.m..

Mr. Frentzel moved to reconvene into regular session; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Council reconvened into regular session at 8:48 p.m.



Emergency Resolution No. 18-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Local Gov Consultants, LLC for financial administrative services and declaring an emergency.

Mr. Brock advised this allows for an interim Finance Director.

Mr. Frentzel moved to suspend the rule requiring the reading of Emergency Resolution No. 18-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 18-2022 by title only.

Mr. Frentzel moved to adopt Emergency Resolution No. 18-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Resolution No. 19-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe, Liberty Township, and West Chester Township for use of a Traffic Incident Management Safety Unit.

Chief Centers stated this is a collaborative agreement between the City of Monroe, Liberty Township, and West Chester for a blocking vehicle for high traffic areas.

Mr. Frentzel asked if it was first come, first serve and how it is dispatched. Chief Centers replied that it is first come, first serve and it is a response protocol for each jurisdiction for determination what roadways they would utilize this.

Mr. Bellapianta noted it was not in the budget and asked if it is possible to move into next year's budget or if it is needed now. Chief Centers explained the \$12,000 is what is needed upfront and the ongoing expenses estimated at \$2,500 per year will be next year.

In response to Mr. Wagner's inquiry, Chief Centers advised the vehicle will be stored at Liberty Township.

Mr. Frentzel moved to consider this the first reading of Resolution No. 19-2022 and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 19-2022 by title only.

Mr. Frentzel moved to approve the first reading of Resolution No. 19-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Consideration of Motion establishing the Succession Planning Committee of Council.

Mr. Frentzel suggested that no action be taken at this time until Mayor Funk returns.



Administrative Reports

Mr. Brock announced that the Middletown Community Foundation approved the \$5,000 grant for the Monroe Fireworks.

Mr. Morton explained there is a private fence on the north side of William Groth that the City has maintained, as well as the pine trees and mowing the grass. This area was previously maintained by a homeowners association that no longer exists. The fence is in a state of disrepair and to install a vinyl fence that requires less maintenance is approximately \$14,000. Mr. Morton sought Council's direction on this item.

Following discussion, it was the consensus of Council to remove the fence and the City would no longer maintain. Mr. Frentzel indicated that the residents of the subdivision could petition to have it put back up and the City could assess the residents for that.

Mr. Morton reported that in June of 2021, Council approved the purchase of a single dump truck with snow plow and dump bed. It was ordered at that time and due to supply issues the chassis was delayed. The chassis was delivered about a month ago and the vendor sent out pricing increases equaling approximately \$7,037.12. Mr. Morton worked with the vendor and was able to get the price increase down to \$3,518.56 and requested approval of Council for the additional amount.

Mr. Frentzel moved to authorize the additional amount of \$3,518.56 to Henderson for the outfitting for a Western Star dump truck; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Mr. Wagner asked about the status of the request made by Mr. Schmitt at the last Council meeting for a guardrail on South Main Street. Mr. Brock advised he has requested accident history and looking at the cost estimates.

Mrs. McElfresh asked about the repair work on Britton Lane as to who is doing the work and when it will be completed. Mr. Morton replied that it would be completed tomorrow.

Adjournment

Mr. Frentzel moved to adjourn; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The regular meeting of Council adjourned at 9:21 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



Finance Committee of Council Minutes
April 26, 2022
233 South Main Street, Monroe, Ohio

The Finance Committee of Council met at 5:30 p.m. on April 26, 2022, in the Council Library located at 233 South Main Street, Monroe, Ohio.

Present: Jason Frentzel, Council Member; Ben Wagner, Council Member; Marc Bellapianta, Council Member; William J. Brock, City Manager; Deborah Armitage, Assistant Finance Director; Kacey L. Waggaman, Assistant City Manager; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Mrs. Waggaman referred to the two similar schedules in the water rate study and the wrong schedule was contained in the ordinance. However, the correct amounts were charged to the customers.

The Committee wanted to make sure there were no legal issues and requested staff to consult with the Law Director.

Mrs. Waggaman provided the Committee members with a reference binder on the finance policies and financial information, such as the five-year forecast, appropriation ordinance, and outstanding debt. She is requesting that the Finance Committee review the policies and make a recommendation to City Council for any changes.

Referencing the Fund Balance Policy, Mrs. Waggaman explained this needs to be revisited to make sure it is the direction that Council would like to go. Under capital there is the new income tax and there are a few items being charged there. In looking at this there are overall allocations for resurfacing and park improvements. The breakdown in the ballot language it was a certain portion for public safety and a certain portion for capital. Mr. Wagner requested an average on what has been spent in the two categories. The third item is depreciation reserve that hasn't been implemented.

On the operating side there is the General Fund and Public Safety Income Tax Fund. Most of this is how much do you want to subsidize all of the operating departments. The General Fund has some direct expenses and because of most of the income tax is collected into that fund, we transfer out a large portion of the fund to police, fire, and public works. The Public Safety Income Tax doesn't list how much for police or fire. The only thing coming out of that fund is the debt payment for the police facility.

Mr. Frentzel asked if staff will bring suggestions for the different areas to the Committee and then a recommendation is made to Council. Mrs. Waggaman explained that some of this is looking at a lot of data. She suggested additional meetings of the Finance Committee to allow a longer period of time to review the policies.

Mr. Frentzel commented that significant discussion took place about the fund balances and asked if there is a specific reason the Committee is looking at it now.



Mr. Brock explained when the decision was made of what the fund balances should be, the intent was to have so many months available in those funds. As an example, the General Fund would have three or four months of expenditure. What was happening is we were double counting the expenditure because the General Fund transfers a certain amount to the Fire Fund, for example. He is requesting the Finance Committee look at this to make sure we are interpreting that appropriately. What has happened over time, funds were being moved and it makes it difficult to budget for the needs of the City because some of the additional funds were double reserved and it hindered the growth of some of the operating areas.

Mr. Bellapianta cannot imagine it going on for two years and no one noticed it. Mr. Frentzel stated that after two years we have funds that are larger than what they are anticipated being because they had General Fund transfers. Mr. Brock noted there are more reserves than was intended with the policy.

Mrs. Waggaman stated that it should be prioritized which one to start with. Mr. Wagner asked how that could take place if they did not have the numbers. Mrs. Waggaman will be providing that information and the revenues certainly needs looked at. She suggested focusing on the subsidy.

Mr. Bellapianta asked why this wasn't addressed earlier. Mr. Brock replied that it is a product of growth and internally we started to question the amount of funding we give to each area. He doesn't believe it was done incorrectly. Mr. Bellapianta felt we are not moving along fast enough and will not be able to solve all of this in a couple of meetings.

Mrs. Waggaman explained the subsidies all produce a small amount of revenue and, historically we look at how much they were short. Mr. Brock added that if Council wants to provide a certain level of service there are options rather than supplement with the General Fund.

Mr. Frentzel asked what is expected of the Committee to begin the process of reviewing everything and Mr. Brock requested that the Committee become familiar with the policies and look at the revenue.

Mr. Frentzel asked about the status of closing 2021 and getting caught up on the reporting of the monthly finance reports for 2022. Mrs. Waggaman replied the software company is supposed to look at the issues this week. She explained she cannot run everything in live and risk crashing the database and losing an entire days worth of data. Mr. Frentzel asked why it is happening. Mrs. Waggaman advised that it happens regularly that something will break every time there is an upgrade or patches. Mr. Frentzel asked if this could take place on a day when there were no transactions. Mrs. Waggaman advised that she could come in on a Saturday or Sunday and not lose Friday. If it did crash no one would be able to work on Monday. Mrs. Waggaman noted it would be a major project to change software companies.

The Finance Committee meeting adjourned at 6:18 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

SECTION	SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed to Ballot? Y/N	If Yes, Single Question or Combined
Various	Gender Neutral	Multiple	Charter should clearly represent everyone who reads it. English language/grammar has evolved with society to include the term "they" as an acceptable use of neutral pronoun (as opposed to using he/she in a sentence.		
Article IV - Council	SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed to Ballot? Y/N	If Yes, Single Question or Combined
4.01	Term Limit	No person shall hold the office of member of Council for a period longer than two consecutive four year terms unless a period of at least two years has intervened without such person serving on the Council. Time spent serving an unexpired term does not count.	Allows for greater participation as candidate availability changes. Prevents stagnation and indifference. Allows for new ideas and approaches to "old" problems. Avoids "We've always done it that way," allowing for more forward progress.		
4.06	Removal for Absenteism	Members of Council must attend 66% of the regularly scheduled meetings in a calendar year. Failure to meet this requirement such member shall vacate their office as Council member.	Considered efficacy/responsibility of member who misses more than 1/3. Understood that "life happens," hence the 2/3 mark. 1/3 of regular meetings missed is still 8 meetings (or 4 months).		
4.09	Journal/Written/Digital Council Proceedings on Website	The Journal and all written and digital record of Council's proceedings shall be available on the City website or other public media platform.	Access		

Article VI - Manager	SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed	If Yes, Single
				to Ballot? Y/N	Question or Combined
6.04	Manager Duties	Assist City Council to develop long term goals and strategies to implement. Submit to Council and make available to the public a complete report on finances and administrative activities at the end of each fiscal year. Such other reports as City Council may require concerning operations. Recommendations to Council concerning affairs of the City and facilitate the work of Council in developing policy.	More accurately defines City Manager position. Essential that this information be more clearly defined, understandable and accessible for citizens.		

Article VII - Ordinances, Resolutions and Motions	SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed to Ballot? Y/N	If Yes, Single Question or Combined
	7.01	Action Taken by Ordinance	Adopt or amend an administrative code. Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed. Levy taxes. Grant, renew, or extend a franchise. Regulate the rate charged for public utility. Authorize borrowing of money. Convey or lease or authorize the conveyance or lease of lands of the City. Regulate land use and development. Amend or repeal any ordinance previously adopted. Adopt, with or without amendment, ordinances proposed under the initiative power.		
	7.05, 7.06, 7.07, 7.08	Resolutions Adopted on One Reading	A resolution requires only one reading and shall be read by its title only.		
	7.13	Allow Council sixty days rather than thirty days to hold a zoning public hearing.	Change from thirty to sixty after receiving recommendation from Planning Commission	Allow for more careful consideration of any controversial items by Planning Commission. Important to Charter Commission to preserve and protect public involvement, especially in regard to public planning.	

Article VIII - Adminstrative Departments	SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed	If Yes, Single
				to Ballot? Y/N	Question or Combined
8.01	Create, combine, and/or eliminate departments.	Create Department of Public Works and Department of Development. Eliminate Department of Engineering and Inspection, Dpatment of Streets, and Department of Utilities.	Request from City Manager to realign and redefine departments to match existing structure.		

Article 10 - Finance		SUBJECT OF AMENDMENT	AMENDMENT	REASON	Proceed to Ballot? Y/N	If Yes, Single Question or Combined
10.03	Limitation of Debt	Recommended that Council seek a recommendation from bond counsel to draft appropriate language to restructure the debt limitations that does not take into account township debts.	Request from City Manager. Allows for consideration of City debt without taking into account the debt of Lemon Township. Previous report from bond counsel describes in more detail. Avoids the need to create "Paper Township" to remove association entirely from Lemon Township government. Paper Township would be more complicated and controversial.			
10.04	Allow Manager to seek bids without first getting approval from Council		Allows for City Manager to obtain bids without waiting for next Council meeting. Avoids loss of good bidders to other jobs due to delay. Requested by both City Manager and staff. Avoids need to declare emergencies for bid authorizations. Council still maintains authority and "checks and balances" are preserved. Improves efficiency of government (one of Commission's core goals).			

EMERGENCY RESOLUTION NO. 20-2022

A RESOLUTION DECLARING THE NECESSITY OF REPAIRING CERTAIN CURBS, GUTTERS, AND DRIVEWAY APRONS IN THE CITY OF MONROE, COUNTY OF BUTLER, OHIO, REQUIRING THAT ABUTTING PROPERTY OWNERS REPAIR THE SAME, AND DECLARING AN EMERGENCY.

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

SECTION 1: That it is necessary to repair curbs, gutters, and driveway aprons in the City of Monroe in accordance with the plans, specifications, and estimate of cost therefore prepared by the Director of Public Works for the City and now on file in the office of the Clerk of Council and as depicted in Exhibit "A" attached hereto and made a part hereof.

SECTION 2: The description of the lots and lands abutting upon the curbs, gutters, and/or drive aprons to be repaired are as follows:

Wicklów Lane
Fox Run Place
Tarryton Court
Ridgeway Court

SECTION 3: That pursuant to Chapter 729 of the Ohio Revised Code, the owners of all lots and lands bounding and abutting upon the proposed curbs, gutters, and driveway aprons are specifically benefited, and shall repair, in accordance with the plans and specifications now on file, within a period of 30 days after the service of notice of passage of this resolution; and if such repair shall not be completed within such period of 30 days, then this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each noncomplying owner and made a lien thereon, to be collected in the manner provided by law, with penalty and interest as provided by law.

SECTION 4: That the Clerk of this Council, or her designee, is directed to cause a written notice of the passage of this Resolution to be served as required by law, specifically Section 729.03 of the Ohio Revised Code.

SECTION 5: The plans, specifications, and estimates of costs for said repairs as heretofore filed are hereby approved.

SECTION 6: That the Clerk of this Council is directed to forward a certified copy of this Resolution to the Auditor of Butler County to be placed on file for public inspection.

SECTION 7: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such

formal action, were in meetings open to the public, in compliance with all legal requirements including Revised Code Section 121.22.

SECTION 8: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council desires to cause said repairs to be made at the earliest possible date to permit safe passage by persons using said streets. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Parcel ID Number	Address	Curb & Gutter (L.F.)	Drive Apron (S.F.)	Curb Sawcut and Caulk	Curb & Gutter \$75.00/L.F.	Drive Apron \$45.00/S.F.	Curb Sawcut and Caulk \$50.00 each	Total
C1800005000026	537 Todhunter Road	5	0	0	\$375.00	0	0	\$375.00
C1800005110002	6 Tarryton Court	16	0	0	\$1,200.00	0	0	\$1,200.00
C1800005110003	601 Wicklow Lane	0	50	0	0	\$2,250.00	0	\$2,250.00
C1800005110004	591 Fox Run Place	37	0	0	\$2,775.00	0	0	\$2,775.00
C1800005110005	593 Fox Run Place	11	0	0	\$825.00	0	0	\$825.00
C1800005110008	598 Fox Run Place	11	0	0	\$825.00	0	0	\$825.00
C1800005110009	596 Fox Run Place	34	0	0	\$2,550.00	0	0	\$2,550.00
C1800005110010	594 Fox Run Place	16.5	132	0	\$1,237.50	\$5,940.00	0	\$7,177.50
C1800005110012	590 Fox Run Place	16	0	0	\$1,200.00	0	0	\$1,200.00
C1800005110014	741 Wicklow Lane	0	0	1	0	0	\$50.00	\$50.00
C1800005110016	781 Wicklow Lane	5	181.5	0	\$375.00	\$8,167.50	0	\$8,542.50
C1800005110017	801 Wicklow Lane	4	160	0	\$300.00	\$7,200.00	0	\$7,500.00
C1800005110021	740 Wicklow Lane	8.5	144	0	\$637.50	\$6,480.00	0	\$7,117.50
C1800005110022	720 Wicklow Lane	37	25.5	0	\$2,775.00	\$1,147.50	0	\$3,922.50
C1800005110023	700 Wicklow Lane	0	175	0	0	\$7,875.00	0	\$7,875.00
C1800005110024	576 Fox Run Place	4	0	0	\$300.00	0	0	\$300.00
C1800005110025	570 Fox Run Place	5	0	0	\$375.00	0	0	\$375.00
C1800005110026	564 Fox Run Place	8	0	0	\$600.00	0	0	\$600.00
C1800005110027	558 Fox Run Place	13	0	0	\$975.00	0	0	\$975.00
C1800005110028	552 Fox Run Place	24	0	0	\$1,800.00	0	0	\$1,800.00
C1800005110030	540 Fox Run Place	8	0	0	\$600.00	0	0	\$600.00
C1800005110031	534 Fox Run Place	11.5	117	0	\$862.50	\$5,265.00	0	\$6,127.50
C1800005110032	537 Fox Run Place	4	0	0	\$300.00	0	0	\$300.00
C1800005110033	541 Fox Run Place	46	189	0	\$3,450.00	\$8,505.00	0	\$11,955.00
C1800005110034	547 Fox Run Place	0	0	1	0	0	\$50.00	\$50.00
C1800005110035	551 Fox Run Place	17	0	0	\$1,275.00	0	0	\$1,275.00
C1800005110039	571 Fox Run Place	25	0	0	\$1,875.00	0	0	\$1,875.00
C1800005110040	585 Fox Run Place	37	0	0	\$2,775.00	0	0	\$2,775.00
C1800005110041	640 Wicklow Lane	5	0	0	\$375.00	0	0	\$375.00
C1800005130001	439 Wicklow Lane	54	0	0	\$4,050.00	0	0	\$4,050.00
C1800005130002	433 Wicklow Lane	30	0	0	\$2,250.00	0	0	\$2,250.00
C1800005130003	436 Wicklow Lane	128	0	0	\$9,600.00	0	0	\$9,600.00
C1800005130011	433 Ridgeway Court	24	0	0	\$1,800.00	0	0	\$1,800.00
C1800005130012	432 Ridgeway Court	14	0	0	\$1,050.00	0	0	\$1,050.00
C1800005130057	5 Tarryton Court	8	63	0	\$600.00	\$2,385.00	0	\$3,435.00
C1800005130058	481 Wicklow Lane	13	216	0	\$975.00	\$9,720.00	0	\$10,695.00

Parcel ID Number	Address	Curb & Gutter (L.F.)	Drive Apron (S.F.)	Curb Sawcut and Caulk	Curb & Gutter \$75.00/L.F.	Drive Apron \$45.00/S.F.	Curb Sawcut and Caulk \$50.00 each	Total
C1800005130059	3 Tarryton Court	4	181.5	1	\$300.00	\$8,167.50	\$50.00	\$8,517.50
C1800005130060	541 Wicklow Lane	10	0	0	\$750.00	0	0	\$750.00
C1800005130061	620 Wicklow Lane	6	0	0	\$450.00	0	0	\$450.00
C1800005130062	600 Wicklow Lane	0	0	1	0	0	\$50.00	\$50.00
C1800005130063	570 Wicklow Lane	26	0	0	\$1,950.00	0	0	\$1,950.00
C1800005130064	540 Wicklow Lane	18	25.5	0	\$1,350.00	\$1,147.50	0	\$2,497.50
C1800005130065	510 Wicklow Lane	9	100	0	\$675.00	\$4,500.00	0	\$5,175.00
C1800005130066	480 Wicklow Lane	16	198	1	\$1,200.00	\$8,910.00	\$50.00	\$10,160.00
C1800005130076	501 Ridgeway Court	5	210	1	\$375.00	\$9,450.00	\$50.00	\$9,875.00
C1800005130077	571 Ridgeway Court	4	0	0	\$300.00	0	0	\$300.00
C1800005130078	581 Ridgeway Court	4	0	0	\$300.00	0	0	\$300.00
C1800005130079	601 Ridgeway Court	12.5	200	0	\$937.50	\$9,000.00	0	\$9,937.50
C1800005130080	631 Ridgeway Court	6	170	1	\$450.00	\$7,650.00	\$50.00	\$8,150.00
C1800005130081	630 Ridgeway Court	18.5	0	1	\$1,387.50	0	\$50.00	\$1,437.50
C1800005130082	600 Ridgeway Court	10	0	0	\$750.00	0	0	\$750.00
C1800005130083	570 Ridgeway Court	22	157.5	0	\$1,650.00	\$7,087.50	0	\$8,737.50
C1800005130084	540 Ridgeway Court	6	0	0	\$450.00	0	0	\$450.00
C1800005130085	500 Ridgeway Court	18	0	0	\$1,350.00	0	0	\$1,350.00

THIS MANUAL HAS BEEN PREPARED AS A GUIDE TO AID ENGINEERS AND DEVELOPERS IN THE PREPARATION OF DEVELOPMENT PLANS, ENGINEERING DESIGN, AND TO INFORM OTHERS OF THE PROCEDURES AND STANDARDS OF THE CITY OF MONROE, OHIO. IT IS ALSO INTENDED TO BE USED DURING RECONSTRUCTION, REPAIRS, OR REPLACEMENT OF EXISTING FACILITIES OR UTILITY CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY AND ANY EASEMENTS ESTABLISHED, WHICH GRANT ACCESS TO THE CITY FOR MAINTENANCE OF CITY UTILITIES AND INFRASTRUCTURE. THE RULES, STANDARDS, SPECIFICATIONS, AND CRITERIA, ETC. ARE TO SUPPLEMENT THE ZONING REGULATIONS AND SUBDIVISION REGULATIONS OF THE CITY OF MONROE.

THIS MANUAL IS NOT INTENDED TO TAKE AWAY FROM THE DESIGNING ENGINEER ANY RESPONSIBILITY FOR THE TECHNICAL ADEQUACY OF THE DESIGN OR FREEDOM TO USE HIS/HER ENGINEERING JUDGEMENT AND DISCRETION WHEN USING NEW MATERIALS AND TECHNIQUES BASED ON GOOD ENGINEERING DESIGN PRACTICES. IT IS RECOGNIZED THAT MATTERS OF ENGINEERING DESIGN CANNOT BE SET IN WRITING TO COVER ALL SITUATIONS. THESE STANDARDS ARE NOT INTENDED TO DISCOURAGE OTHER DESIGN METHODS OR CRITERIA DIFFERENT THAN THAT LISTED, PROVIDED THE DESIGN PROFESSIONAL CAN SUPPORT THEIR DESIGN BASED ON ACCEPTABLE GUIDELINES AND STANDARDS. TO MAKE SURE THE PROCESS MOVES SMOOTHLY, THE DESIGNER SHOULD REFERENCE THE STANDARD THAT THEY BELIEVE SUPPORTS THEIR DESIGN.

THE STANDARD SPECIFICATIONS OF THE CITY OF MONROE, THE STANDARD SPECIFICATIONS OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT), FEDERAL HIGHWAY ADMINISTRATION DESIGN STANDARDS (FHWA), TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES (ADAAG), AS WELL AS ANY OTHER STANDARD REFERENCED WITHIN THE CITY, STATE, OR FEDERAL STANDARDS OR REGULATIONS GOVERNING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY, INCLUDING CHANGES, AMENDMENTS, AND SUPPLEMENTS MUST GOVERN ALL IMPROVEMENTS. ALTHOUGH THE CITY USES THE STANDARDS REFERENCED IN THIS DOCUMENT AS A GUIDELINE, THE CITY RESERVES THE RIGHT TO ADOPT POLICIES, STANDARDS, AND REGULATIONS THAT ARE MORE STRINGENT. IT SHOULD BE NOTED, THAT ALTHOUGH THE CITY DOES USE THE STANDARDS MENTIONED IN THIS DOCUMENT, THE CITY RESERVES THE RIGHT TO APPROVE, REJECT, OR MODIFY A PROPOSED DESIGN, REPAIR, OR STANDARD PROPOSED BY A DESIGN ENGINEER OR DEVELOPER THAT IS NOT IN THE BEST INTEREST OF THE CITY.

DEVELOPERS RESPONSIBILITY AND UNDERSTANDING

THE DEVELOPER IS RESPONSIBLE FOR MAKING SURE THE APPROVED PLANS ARE COMPLIED WITH AND THAT THE MATERIALS SPECIFIED AND THE LOCATION OF UTILITIES AS SHOWN ON THE APPROVED PLANS ARE INSTALLED ACCORDING TO THE PLANS.

THE DEVELOPER IS RESPONSIBLE FOR SUPERVISING/OVERSEEING THEIR CONTRACTORS AND SUBCONTRACTORS. THE CITY IS NOT RESPONSIBLE FOR MAKING SURE THE INFRASTRUCTURE IS LOCATED IN THE APPROPRIATE LOCATION AS SHOWN ON THE PLANS.

ANY MODIFICATIONS TO THE APPROVED PLANS NEED TO BE SUBMITTED WITH SUPPORTING DOCUMENTATION TO THE CITY ENGINEER WITH ENOUGH TIME TO EVALUATE THE MODIFICATION AND EITHER REQUEST ADDITIONAL INFORMATION AND/OR APPROVE OR DENY THE MODIFICATIONS.

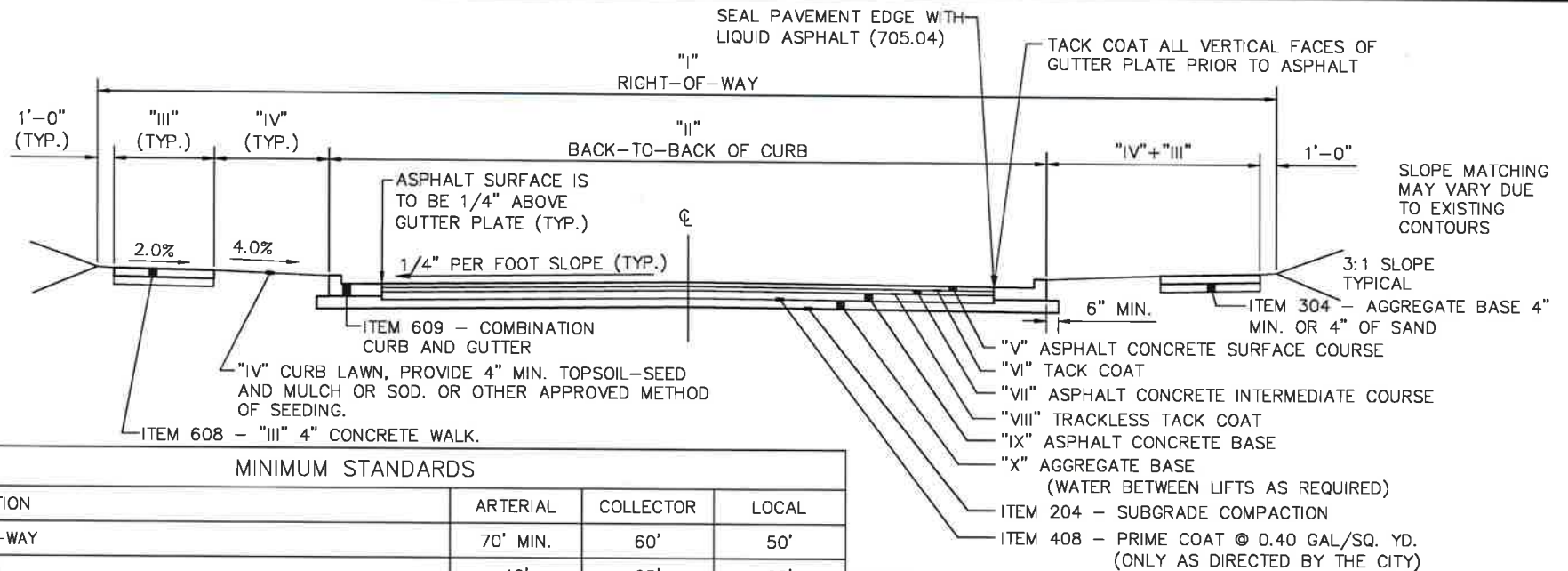
PRIOR TO THE BASE COURSE OF ASPHALT INSTALLATION

THE DEVELOPER MUST PULL THE MANDREL THROUGH THE PIPE AND CLEAN AND TELEVISION THE STORM SEWER LINE, PER ODOT 611.12-611.15. THE CITY MUST BE GIVEN NO LESS THAN THREE (3) DAYS NOTICE TO WHEN THE INSPECTION WILL TAKE PLACE SO STAFF CAN BE SCHEDULED.

THE DEVELOPER IS RESPONSIBLE FOR STABILIZING ANY SUBGRADE ISSUES NOTED DURING CONSTRUCTION BY MEANS AND METHODS APPROVED BY THE CITY ENGINEER. (GEOGRID, UNDER-CUTTING, BASE STABILIZATION OR OTHER).

FINAL BOND RELEASE/FINAL ACCEPTANCE

THE DEVELOPER MUST BE RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES NOTED SUCH AS CRACKED OR BROKEN CURB, ASPHALT BASE REPAIRS, ROADWAY CROSS-SLOPES, SWPPP ITEMS OR "OTHER" PUNCH LIST TYPE ITEMS.



MINIMUM STANDARDS

ITEM	DESCRIPTION	ARTERIAL	COLLECTOR	LOCAL
I	RIGHT-OF-WAY	70' MIN.	60'	50'
II	B/B CURB	42'	28'	28'
III	SIDEWALK WIDTH	5'	5'	5'
IV	CURB LAWN	VARIES	10'	5'
V	ODOT ITEM 442 - ASPHALT CONCRETE SURFACE COURSE, 12.5mm, TYPE A (448) (IN 1 COURSE)	1.5"		
V	ODOT ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22		1.5" * V-A	1.5" * V-B
VI	ODOT ITEM 407 - TACK COAT	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.
VII	ODOT ITEM 442 - ASPHALT CONCRETE INTERMEDIATE COURSE, 19mm, TYPE A (448) INTERMEDIATE COURSE (IN 1 COURSE)	2.5"		
VII	ODOT ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (449), PG64-22		2"	2"
VIII	ODOT ITEM 407 - TRACKLESS TACK COAT	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.
IX	ODOT ITEM 302 - BITUMINOUS AGGREGATE BASE (IN 2 COURSES)	8"		
IX	ODOT ITEM 301 - BITUMINOUS AGGREGATE BASE		5"	4"
X	ODOT ITEM 304 - CRUSHED LIMESTONE AGGREGATE BASE	12" (3 LIFTS)	8" (2 LIFTS)	6" (2 LIFTS)
	ODOT ITEM 705 - SEAL PAVEMENT EDGE			

NOTES

- ALL WORK TO CONFORM TO ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS LATEST REVISION UNLESS OTHERWISE SPECIFIED.
 - PRIOR TO CONSTRUCTION OF STREET PAVEMENTS, ADEQUATE SURFACE AND ANY NECESSARY SUBSURFACE FACILITIES SHALL BE INSTALLED BY THE APPLICANT. (1208.05)
 - ITEM 407 TACK COAT, MUST BE REQUIRED WHEN 10 DAYS HAVE ELAPSED BETWEEN ASPHALT PAVEMENT LIFTS UNLESS OTHERWISE SPECIFIED BY THE CITY. APPLICATION RATE IS 0.10 GALLON PER SQUARE YARD.
 - ALL BUTT JOINTS MUST BE SEALED WITH PG64-22 WITHIN 24 HOURS AFTER PLACEMENT OF ASPHALT CONCRETE SURFACE COURSE.
 - NO CONCRETE PAVEMENT WILL BE ACCEPTED
 - NO SLAG IS PERMITTED FOR USE WITHIN THE PUBLIC RIGHT-OF-WAY.
 - ALL ASPHALT USED IN THE PUBLIC RIGHT-OF-WAY MUST HAVE AN APPROVED JMF AND BE PRODUCED BY AN ODOT TESTED/CERTIFIED PRODUCTION PLANT.
- * V-A SURFACE COURSE WITH TACK TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE (OR AS APPROVED BY THE CITY).
- * V-B SURFACE COURSE WITH TACK TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS, FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THE TACK AND SURFACE MAY BE APPLIED (AS APPROVED BY THE CITY).

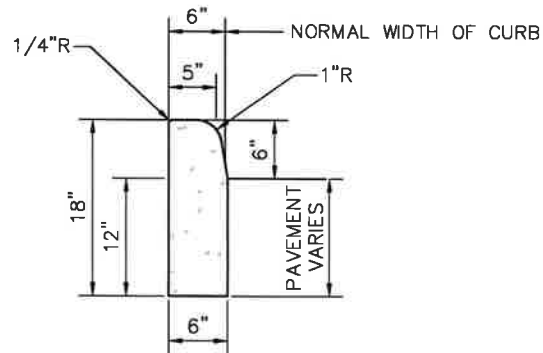


TYPICAL SECTIONS AND PAVEMENT COMPOSITION

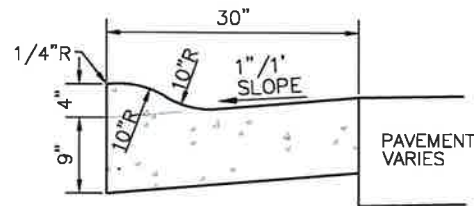
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APPROVED:
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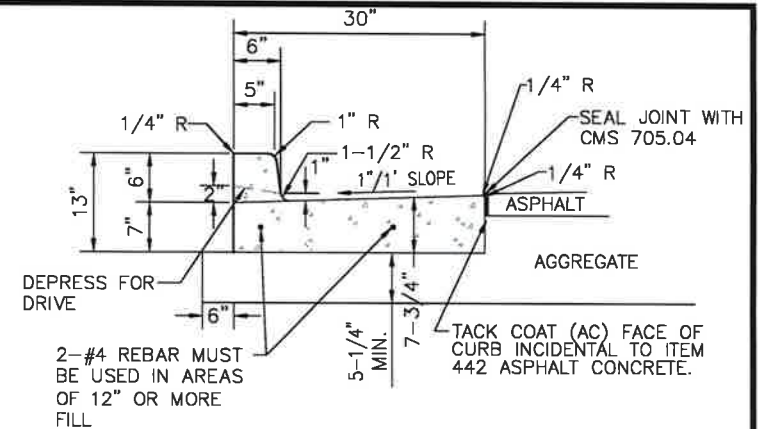
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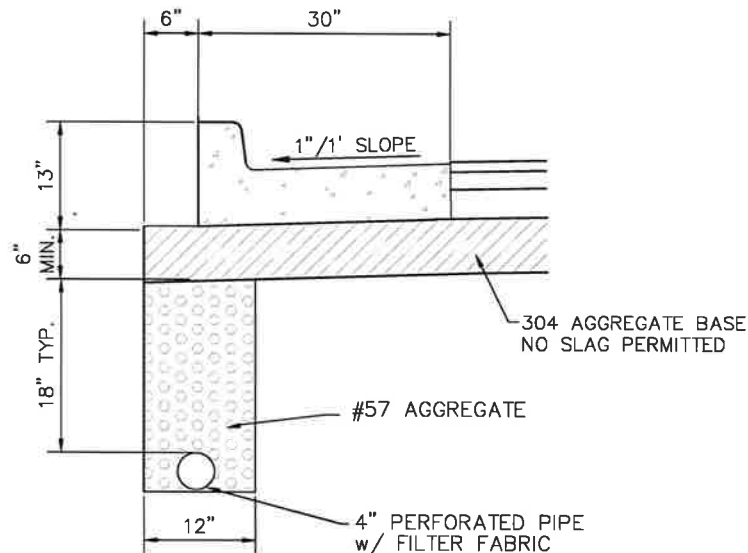
**TYPE 6
BARRIER CURB**



**TYPE 3 COMBINATION
ROLL CURB AND GUTTER**



**TYPE 1 COMBINATION
CURB AND GUTTER**



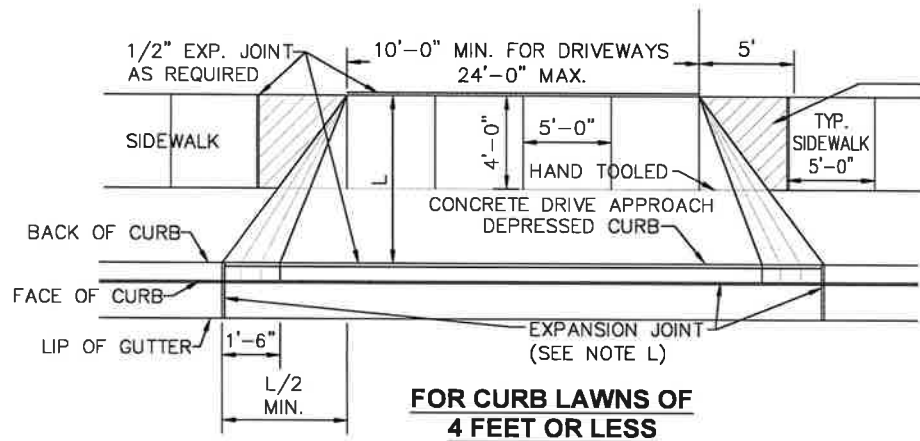
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GENERAL NOTES

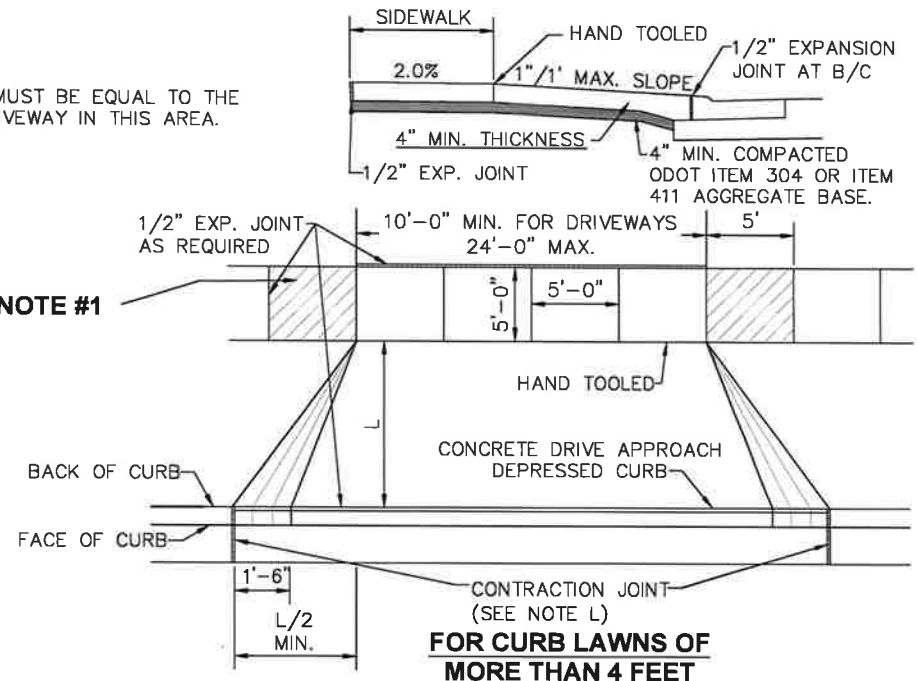
- A. CONCRETE AND WORK MUST MEET THE REQUIREMENTS SET FORTH IN ODOT QC MISC. (CEMENT ONLY – NO POZZOLAN MATERIAL)
- B. CURBING MUST HAVE CONTRACTION JOINTS EVERY 10'.
- C. MINIMUM OF 6" OF ODOT 304 MUST BE PLACED UNDER CURBING.
- D. CURBING MUST BE BACKFILLED IMMEDIATELY AFTER FORMS ARE REMOVED.
- E. PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- F. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.
- G. 1/2" PREMOLDED EXPANSION JOINTS MUST BE INSTALLED AT EACH SIDE OF DRIVE APPROACH SECTIONS AND AT P.C. POINTS, AT INTERSECTIONS, AND AT 100' MAX. INTERVALS.
- H. ALL UNDERGROUND UTILITY LATERALS MUST BE MARKED IN THE TOP OF ALL CURB WHILE IT IS BEING POURED AS FOLLOWS:
"S" - SANITARY LATERAL
"W" - WATER LATERAL
- I. TYPE 6 CURBS ARE FOR USE AROUND MEDIAN SECTION.
- J. MINIMUM FLOW LINE SLOPE OF PERFORATED PIPE IS 0.003 FT/FT TO OUTLET.
- K. DAMAGED CURB MUST BE REPLACED JOINT-TO-JOINT.
- L. NEW CONSTRUCTION: CURB STAKING REQUIRED AT A MINIMUM 25' STATIONS, ALL PC's, PT's, PVI's, AND CHANGES IN GRADES OR ALIGNMENT.

NOTE #1

SIDEWALK THICKNESS MUST BE EQUAL TO THE THICKNESS OF THE DRIVEWAY IN THIS AREA.



**FOR CURB LAWNS OF
4 FEET OR LESS**

NOTE #1

**FOR CURB LAWNS OF
MORE THAN 4 FEET**

NOTES

- A. DRIVE APPROACHES MUST MEET THE REQUIREMENTS OF ODOT ITEM 452, 499, 608, AND 609 CAST IN-PLACE CONCRETE.
- B. DRIVE APPROACHES MAY BE PLACED MONOLITHICALLY WITH CURB, PROVIDED THAT A 1" DEEP CONTROL JOINT BE TOOLED AT THE B/C
- C. MAXIMUM JOINT SPACING MUST BE 10' LONGITUDINALLY, TRANSVERSELY AND AT TAPERS.
- D. EXPANSION MATERIAL MUST BE 1/2" PREMOLDED, VINYL.
- E. 4" OF COMPACTED ODOT ITEM 304 OR ITEM 411 AGGREGATE BASE MUST BE PLACED UNDER DRIVE APPROACHES. NO SLAG PERMITTED.
- F. PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- G. WHERE CURB AND GUTTER HAS NOT BEEN DROPPED AT DRIVE APPROACHES, THE CONTRACTOR WILL CUT AND REMOVE CURB. (SEE DETAIL)
- H. WHERE ASPHALTIC CONCRETE PAVEMENT IS DISTURBED, THE ASPHALT MUST BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE CITY.
- I. JOINTS MUST BE CLEANED AND EDGED BY A 1/4" RADIUS EDGER. LONGITUDINAL JOINTS MUST BE AS DIRECTED BY THE CITY. EXPANSION JOINTS MUST BE OF SUCH DIMENSIONS AS SHOWN ON STANDARD DRAWINGS FOR CONSTRUCTION JOINTS.
- J. CONCRETE MUST BE QC. 1P.
- K. THIS STANDARD DRAWING IS FOR GUIDELINE PURPOSES. APPLICANT MUST PROVIDE A DRAWING SHOWING THE LOCATION OF THE PROPOSED APPROACH.
- L. DRIVE APPROACHES MUST BE 10' MINIMUM TO 24' MAXIMUM UNLESS OTHERWISE APPROVED BY THE CITY.
- M. ALL NEW CONSTRUCTION OR MODIFICATIONS OF DRIVE APPROACHES REQUIRE A CONCRETE APPROACH, REGARDLESS OF WHETHER THERE IS A SIDEWALK OR NOT. THE NEW APPROACH IS TO GO FROM EDGE OF EXISTING STREET TO RIGHT OF WAY.
- N. DRAINAGE ISSUES WILL HAVE TO BE ADDRESSED, WHEN A DRIVEWAY IS INSTALLED OR MODIFIED.
- O. PRECAUTIONS MUST BE TAKEN TO PROTECT EXISTING CONCRETE, BRICK, ETC. FROM TIRE MARKS AND DAMAGE DURING CONSTRUCTION.
- P. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.

NOTES

- A. WALK TO BE POURED ON COMPACTED GRANULAR BEDDING.
- B. PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES.
- C. CONCRETE MUST CONFORM TO ODOT ITEM 499 CONCRETE. CONCRETE WORK MUST CONFORM TO ODOT ITEM 608, UNLESS OTHERWISE SPECIFIED WITHIN.
- D. PROVIDE EDGING AROUND ALL EXPOSED SURFACES.
- E. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.
- F. WHEN RENOVATING EXISTING STREETS, THE SIDEWALKS MUST BE REPLACED TO CONFORM WITH CITY CONSTRUCTION STANDARDS AND DRAWINGS.
- G. CONCRETE MUST BE QC. MISC. (CEMENT ONLY—NO POZZOLAN MATERIAL)
- H. ANY DISTURBED PROPERTY PINS MUST BE REESTABLISHED AFTER FINISHING OF SIDEWALK.
- I. NO SLAG IS PERMITTED FOR USE IN THE PUBLIC RIGHT OF WAY.

SIDEWALK JOINTS

- A. GENERAL: CONSTRUCT ISOLATION, CONSTRUCTION, AND CONTRACTION JOINTS, AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.
 - 1. WHEN JOINING EXISTING PAVEMENT, PLACE TRANSVERSE JOINTS TO ALIGN WITH PREVIOUSLY PLACED JOINTS, UNLESS OTHERWISE INDICATED.
- B. CONSTRUCTION JOINTS: SET CONSTRUCTION JOINTS AT SIDE AND END TERMINATION OF PAVEMENT AND AT LOCATIONS WHERE PAVEMENT OPERATIONS ARE STOPPED FOR MORE THAN ONE-HALF HOUR, UNLESS PAVEMENT TERMINATES AT ISOLATION JOINTS.
- C. EXPANSION JOINTS: FORM ISOLATION JOINTS OF PREFORMED JOINT-FILLER STRIPS ABUTTING MANHOLES, STRUCTURES, WALKS, OTHER FIXED OBJECTS, AND WHERE INDICATED. EXPANSION JOINTS MUST NOT BE PLACED AT THE BUILDING FACE UNLESS DIRECTED BY THE CITY.
 - 1. LOCATION OF EXPANSION JOINTS AT INTERVALS OF 100', UNLESS OTHERWISE INDICATED.
 - 2. THE EXPANSION JOINT MATERIAL MUST BE 1/2" VINYL OR OTHER APPROVED (NO FIBER).
- D. CONTRACTION JOINTS: FORM WEAKENED-PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED IN THE PLANS. CONSTRUCT CONTRACTION JOINTS FOR A DEPTH EQUAL TO AT LEAST ONE-FOURTH OF THE CONCRETE THICKNESS, WHERE INDICATED, AS FOLLOWS:
 - 1. GROOVED JOINTS: FORM CONTRACTION JOINTS AFTER INITIAL FLOATING BY GROOVING AND FINISHING EACH EDGE OF JOINT WITH GROOVER TOOL TO THE FOLLOWING RADIUS. REPEAT GROOVING OF CONTRACTION JOINTS AFTER APPLYING SURFACE FINISHES. ELIMINATE GROOVER OVERFLOW SLURRY MARKS ON CONCRETE SURFACES. QUALITY WORK MUST BE PERFORMED OR THE NEW SIDEWALK WILL BE REMOVED AND REDONE AT THE CONTRACTOR'S EXPENSE. RADIUS TO BE 1/4 INCH (6 MM).
 - 2. SAWED JOINTS WILL NOT BE PERMITTED, WITHOUT PRIOR APPROVAL OF THE CITY.
- E. EDGING: TOOL EDGES OF JOINTS IN CONCRETE AFTER INITIAL FLOATING WITH AN EDGING TOOL TO A RADIUS OF 1/4 INCH (6 MM). REPEAT TOOLING OF EDGES AFTER APPLYING SURFACE FINISHES. ELIMINATE TOOL MARKS (OVERFLOW SLURRY) ON CONCRETE SURFACES.

EXAMPLE: 3/4 INCH TRIP HAZARD



ADJOINING BLOCKS OR PORTIONS THEREOF WHOSE EDGES DIFFER VERTICALLY BY MORE THAN 3/4 INCH.



EXAMPLE: DETERIORATION



ANY SIDEWALK THAT IS DETERIORATED OR SHOWS SURFACE SPALLING, LEAVING IT VERY ROUGH, UNSAFE, OR WITH AGGREGATE PROTRUDING.

EXAMPLE: ABRUPT SLOPE



BLOCKS, OR PORTION OF BLOCKS, THAT CAUSE AN ABRUPT CHANGE OF 1 INCH PER FOOT (OR MORE) IN ANY DIRECTION OF THE SIDEWALK.



EXAMPLE: PLATES, COVERS, ETC.



METAL OR OTHER PLATES, COVERS, OR GRATINGS THAT ARE NOT FLUSH (3/4 INCH OR MORE VERTICAL DIFFERENCE) WITH THE ADJOINING SIDEWALK SURFACE, ARE STRUCTURALLY UNSAFE, OR CAUSE A NUISANCE DUE TO SLIPPERY SURFACES ETC.

EXAMPLE: CRACKS



ANY SIDEWALK BLOCK (BASED ON 20 SQ. FT.) HAVING A CRACK OR CRACKS IN IT OF AT LEAST 3/4 INCH WIDE WITH A MINIMUM OF 4 LINEAL FEET IN ONE BLOCK. (VARIOUS SIZE BLOCKS WILL BE EVALUATED PROPORTIONALLY.)



PERMITS, INSPECTION, AND WORK RULES

- A. NO PERSON MAY TEAR UP OR DIG INTO ANY PUBLIC RIGHT-OF-WAY OR STREET FOR THE PURPOSE OF CONSTRUCTING OR REPAIRING THE SIDEWALK, CURBING, OR GUTTERS THEREON OR FOR ANY OTHER PURPOSE, WITHOUT HAVING FIRST OBTAINED A PERMIT FROM THE ENGINEERING DEPARTMENT TO DO SO.
- B. THE CONTRACTOR MUST CALL THE CITY FOR AN INSPECTION AT LEAST 24 HOURS BEFORE HE PLANS TO POUR THE CONCRETE. THE CONTRACTOR OR HIS FOREMAN MUST BE ON THE JOB WHEN THE INSPECTOR ARRIVES. IF, BECAUSE OF WEATHER CONDITIONS OR FOR SOME OTHER REASON, IT WILL NOT BE POSSIBLE TO HAVE A PERSON ON THE JOB, THE CONTRACTOR IS REQUIRED TO CALL AND CANCEL THE INSPECTION.
- C. THE CONTRACTOR IS CAUTIONED AGAINST ORDERING CONCRETE BEFORE THE INSPECTION IS MADE DUE TO POSSIBLE CORRECTION OF FORMS OR GRADE.
- D. THE CONTRACTOR MUST PROVIDE PROTECTION AND TRAFFIC CONTROL BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES AS HEREIN SPECIFIED TO PROVIDE WARNING AND PROTECTION FOR VEHICULAR TRAFFIC, PEDESTRIANS, AND THE WORK DURING THE REMOVAL, CONSTRUCTION AND CURING OF SIDEWALK, CURB AND GUTTER, AND DRIVEWAY APRONS.
- E. THE CONTRACTOR WILL BE RESPONSIBLE FOR AN IMMEDIATE REMOVAL AND CLEANUP OF ALL EXCAVATED MATERIAL. NO EXCAVATED MATERIAL MAY BE STORED ON THE PAVEMENT.
- F. ALL CONTRACTORS INSTALLING NEW CURB ARE CAUTIONED THAT IT IS THEIR RESPONSIBILITY TO REPAIR THE STREET PER CITY SPECIFICATIONS BEFORE REMOVING YOUR BARRICADES.

GENERAL

- A. ALL STREET CONSTRUCTION MUST BE IN ACCORDANCE WITH ODOT SPECIFICATIONS, LATEST REVISION.
- B. CONTRACTOR MUST APPLY FOR NECESSARY PERMITS, FEES, ETC. WITH THE CITY BEFORE CONSTRUCTION OR DEMOLITION BEGINS.

PAVEMENT REPLACEMENT

- A. IMMEDIATELY AFTER PLACEMENT OF BACKFILL IN EXISTING STREETS, A TEMPORARY PAVEMENT MUST BE INSTALLED AND THE STREET OPENED. TEMPORARY PAVEMENT MUST CONSIST OF 8" OF COMPACTED ODOT SPECIFICATION 304 BASE AND A SURFACE COURSE APPROVED BY THE CITY. THE SURFACE MUST BE KEPT FLUSH WITH THE EXISTING STREET.
- B. PERMANENT PAVEMENT REPLACEMENT MUST BE EQUAL TO OR EXCEED THE EXISTING PAVEMENT. (MINIMUM PAVEMENT COMPOSITION, SEE PAGE 300-2).
- C. ANY SETTLEMENT OF A TRENCH CAUSING A DEPRESSION MUST BE REFILLED AS REQUIRED BY THE CITY AT THE CONTRACTOR'S EXPENSE. THIS PROVISION APPLIES FOR A ONE-YEAR PERIOD AFTER WORK IS ACCEPTED BY THE CITY.
- D. ALL TEMPORARY PAVEMENT AND SIDEWALK MUST BE MAINTAINED BY THE CONTRACTOR OR DEVELOPER AT HIS OWN EXPENSE IN A SUITABLE AND SAFE CONDITION FOR TRAFFIC UNTIL PERMANENT REPLACEMENT IS MADE OR THE PROJECT IS FINALLY ACCEPTED BY THE CITY. COLD PATCH ALL TRENCHES A MINIMUM OF 3" WHEN FINAL ASPHALT WILL NOT BE REPLACED WITHIN 24 HOURS.

TRAFFIC CONTROL

- A. THE CONTRACTOR MUST MAINTAIN TRAFFIC CONTROL AT ALL TIMES WITH THE PROPER BARRICADES AS PER THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY WORK COMMENCING.
- B. TRAFFIC CONTROL ITEMS MUST BE MAINTAINED AT ALL TIMES.

CURB STAKING AND ROADWAY

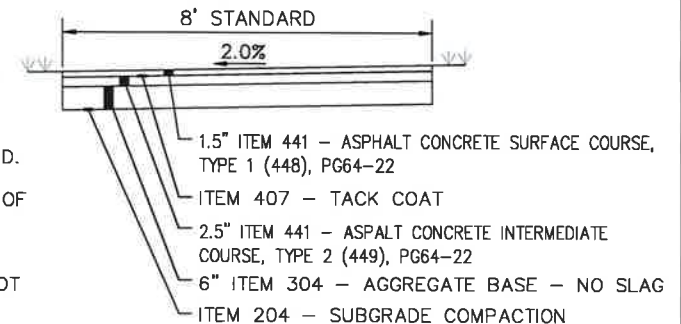
- A. LINE AND GRADE EVERY 25' ON A CONVENIENT OFFSET.

PAVEMENT (ASPHALT)

- A. THE CONTRACTOR MUST PROVIDE THE CITY WITH A COPY OF THE ODOT JOB MIX FORMULA FOR EACH PLANT THAT PROVIDES HOT MIXED ASPHALT TO THIS PROJECT. ALL MIXES MUST FOLLOW ODOT JOB MIX FORMULA. NO WARM MIX TYPES PERMITTED.
- B. ALL WORK MUST ADHERE TO ODOT'S LATEST REVISIONS AND TO THE CITY SPECIFICATIONS WHICHEVER IS MORE STRINGENT MUST PREVAIL UNLESS OTHERWISE APPROVED.
- C. PATCHED AREAS MUST BE SEALED ON THE PERIMETER OF THE PATCH WITH ASPHALT CEMENT.
- D. ALL UTILITY ADJUSTMENTS -- MANHOLE, WATER VALVE, ETC., -- MUST BE RAISED TO FINISHED GRADE BEFORE THE FINAL ASPHALT COURSE IS LAID.
- E. ASPHALT CEMENT MUST BE PLACED ON THE FACE OF GUTTER PRIOR TO THE ASPHALT BEING PLACED.
- F. TACK COAT MUST BE APPLIED PRIOR TO THE PLACEMENT OF ANY ASPHALT AND MUST MEET ODOT MINIMUM SPECIFICATIONS.
- G. PRIME COAT MUST BE APPLIED ON NEW AGGREGATE WHEN TEMPERATURE IS 50°F OR HIGHER, UNLESS OTHERWISE APPROVED.
- H. NO ASPHALT MAY BE PLACED OVER EXCAVATED TRENCHES UNLESS TRENCHES HAVE BEEN COMPACTED AS PER CITY SPECIFICATIONS.
- I. FINAL LIFT OF ASPHALT MUST BE FINISHED TO 1/8"-1/4" ABOVE THE LIP OF GUTTER.
- J. ASPHALT CEMENT MUST BE USED ON ALL JOINTS AND FEATHERED SURFACES PRIOR TO PLACEMENT OF THE NEXT COURSE OF ASPHALT TO THE ABUTTING JOINT, UNLESS OTHERWISE APPROVED.
- K. ALL EDGES TO BE TRIMMED BACK TO SOLID MATERIAL BY SAWING AND BE STRAIGHT AND NEAT AS PER THE CITY'S INSTRUCTIONS.
- L. NO ASPHALT MAY BE LAID UNLESS THE CITY IS GIVEN 24 HOUR PRIOR NOTICE AND THE AMBIENT AIR AND SURFACE TEMPERATURE MEETS THE MINIMUM ODOT REQUIREMENTS.

STRIPING

- A. ALL PERMANENT PAVEMENT MARKINGS MUST CONFORM TO ODOT 644 THERMOPLASTIC UNLESS OTHERWISE APPROVED BY THE CITY.
- B. LAYOUT MUST CONFORM TO THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (O.M.U.T.C.D) LATEST EDITION.



BIKEWAY DETAIL



MISCELLANEOUS ROADWAY NOTES AND BIKEWAY DETAIL

REVISIONS:

DATE
APPROVED:
01/30/2020

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PERMIT REQUIRED

A RIGHT-OF-WAY EXCAVATION PERMIT FOR ANY DIGGING OR EXCAVATION WITHIN A PUBLIC RIGHT-OF-WAY FOR ANY STREET OR ALLEY IS REQUIRED 48 HOURS IN ADVANCE OF THE WORK. IN THE EVENT OF AN EMERGENCY, THE PERMIT APPROVAL REQUIREMENT SHALL BE WAIVED AND THE PROPER APPLICATION MUST BE SUBMITTED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF THE FIRST WORKING WEEKDAY AFTER THE START OF WORK. AN EMERGENCY IS DEFINED AS A REPAIR REQUIRED TO PROVIDE SERVICE TO UTILITY CUSTOMERS OR TO MITIGATE A HAZARD, WHICH THREATENS PUBLIC HEALTH OR SAFETY.

PERMIT FORMS ARE AVAILABLE FROM THE CITY PUBLIC WORKS DEPARTMENT. THE PERMIT FORM IS TO BE COMPLETED BY THE PERSON OR FIRM PLANNING THE WORK WITHIN THE RIGHT-OF-WAY. ALL FEES MUST BE PAID AND APPROVALS OBTAINED BEFORE ANY WORK IS STARTED. A 72 WORKING HOUR LEAD-TIME IS RECOMMENDED. A PERMIT FEE WILL BE REQUIRED OF EACH APPLICANT.

WORK REQUIREMENTS

THE APPLICANT MUST HAVE SUFFICIENT BARRICADES, WARNING SIGNS, AND LIGHTS DURING THE ENTIRE PERIOD THAT WORK IS BEING PERFORMED AND MUST ADHERE TO APPLICABLE SECTION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND RESPONSIBLE FOR MAINTENANCE AND CORRECTIONS AS NEEDED.

ALL DISTURBED AREAS MUST BE RETURNED TO A CONDITION THAT IS AS GOOD AS OR BETTER THAN THE CONDITION BEFORE THE WORK BEGAN. ALL REPAIRS MUST MEET CITY SPECIFICATIONS. THE CITY WILL INSPECT AND APPROVE ALL REPAIRS. THE BOND WILL BE RETURNED AFTER ALL REPAIRS ARE APPROVED, IF APPLICABLE.

FOR CLOSURE OF ARTERIALS OR BUSY COLLECTORS THE CITY RESERVES THE RIGHT TO DIRECT CONTRACTOR TO CLOSE THE STREET DURING OFF-PEAK TRAFFIC HOURS. CLOSURE MAY OCCUR AT NIGHT OR ON WEEKENDS. CONTRACTOR MUST PROVIDE ALL TRAFFIC CONTROL ASSOCIATED WITH ROAD CLOSURE.

EFFORTS MUST BE MADE TO MINIMIZE ANY DISTURBANCE TO TREES OR ROOTS. EXCAVATION CAUSING DAMAGE TO TREES WILL RESULT IN THE REMOVAL AND REPLACEMENT BY THE CONTRACTOR.

WHEN WORK ON RIGHT-OF-WAY OPENINGS RESTRICTS ACCESS TO PRIVATE PROPERTIES, OR OTHERWISE HAS A DIRECT IMPACT ON PRIVATE PROPERTIES IN THE OPINION OF THE ENGINEER, THE APPLICANT MUST NOTIFY ALL AFFECTED PROPERTY OWNERS IN WRITING, AND PROVIDE A COPY OF THE NOTIFICATION AND A MAILING LIST, PRIOR TO THE ENGINEERING DEPARTMENT ISSUING A PERMIT.

ALL CONTRACTORS WHO PERFORM WORK REQUIRING ENTRY INTO ANY CONFINED SPACE OF A CITY-OWNED UTILITY MUST COMPLY WITH THE CITY'S CONFINED SPACE ENTRY PROCEDURES AND IN ACCORDANCE WITH ALL OSHA REGULATIONS, IF APPLICABLE, AND APPROVAL FROM THE CITY.

MATERIAL SPECIFICATION

ALL WORK MUST BE IN ACCORDANCE WITH THE ATTACHED DRAWINGS AND SPECIFICATIONS AND APPROVED BY THE ENGINEERING DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.

STREET OPENINGS – THE MATERIAL USED TO FILL IN A DITCH OR HOLE MUST BE ODOT ITEM 603 GRANULAR MATERIAL (# 304, # 411) OR ODOT ITEM 613 LOW STRENGTH MORTAR BACKFILL AS DIRECTED BY THE CITY. OTHER APPROVED GRANULAR MATERIALS MAY BE USED ONLY UPON THE CONTRACTOR RECEIVING PRIOR WRITTEN APPROVAL FROM THE ENGINEERING DEPARTMENT IF EXTENUATING CIRCUMSTANCES EXIST. NO SLAG MAY BE PERMITTED.

PLACE A MAXIMUM OF 12 INCHES OF ODOT TYPE 603 BACKFILL ABOVE THE TOP OF A PIPE.

FOR RIGHT-OF-WAY OPENINGS BEYOND THE LIMITS OF THE PAVEMENT THE BACKFILL MUST BE IN ACCORDANCE WITH THE ATTACHED DRAWINGS AND SPECIFICATIONS. ASPHALT SURFACE – ASPHALT SURFACE MUST BE PLACED TO A DEPTH AS STATED IN ITEM 3, PAVEMENT RESTORATION, AS DETAILED IN THE ATTACHED SPECIFICATIONS.

CONSTRUCTION

REPAIR AREAS MUST BE RECTANGULAR IN SHAPE WITH DIMENSIONS AS REQUIRED TO ENVELOP SURFACE DETERIORATION. AT THE DIRECTION OF THE CITY THE LIMITS OF THE REPAIRED PAVEMENT MAY BE EXTENDED AS DEEMED NECESSARY. PAVEMENT MUST BE REMOVED BY METHODS THAT WILL NOT DAMAGE ADJACENT PAVEMENT.

ALL JOINTS AND VERTICAL FACES MUST BE SAW CUT, CLEANED AND COATED WITH ASPHALT CONCRETE (TACK COAT) PRIOR TO PLACEMENT OF BITUMINOUS CONCRETE.

ALL BUTT JOINTS MUST BE SEALED WITH AN ASPHALT SEALER AFTER THE FINAL SURFACE MATERIAL IS PLACED, UNLESS OTHERWISE APPROVED BY THE CITY.

IF LOW STRENGTH MORTAR BACKFILL IS USED, THE LOW STRENGTH MORTAR BACKFILL MUST BE BROUGHT UP UNIFORMLY TO THE FILL LINE SHOWN ON THE PLANS OR TO THE BOTTOM OF THE EXISTING GRAVEL BASE.

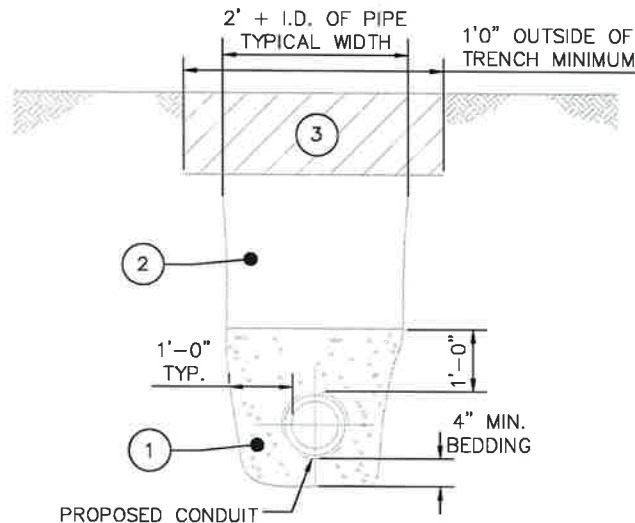


ChoiceOne
Engineering

STREET CUT AND RIGHT-OF-WAY OPENING STANDARD DRAWINGS AND SPECIFICATIONS

REVISIONS:

DATE
APPROVED:
01/30/2020
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TRENCH DETAIL

1. BEDDING

GRANULAR BEDDING MATERIAL MUST BE CRUSHED STONE OR GRAVEL COMPLYING WITH ODOT ITEM 603 TYPE 2 BEDDING (#57 OR # 411). BEDDING MUST EXTEND 4" BELOW THE CONDUIT. BEDDING MATERIAL MUST EXTEND 12" ABOVE THE TOP AND TO EACH SIDE OF THE CONDUIT. USE SHOVEL SLICING AND SPUD BARS IN CONJUNCTION WITH THE COMPACTION OPERATIONS TO COMPACT THE MATERIAL AND TO MANIPULATE THE MATERIAL UNDER THE HAUNCH OF THE PIPE.

2. BACKFILL

ALL TRENCH EDGES WITHIN THE STREET RIGHT-OF-WAY, MUST BE BACKFILLED WITH EITHER ODOT ITEM 603 GRANULAR BACKFILL MATERIAL (#304, #411, OR OTHER APPROVED METHOD) OR ODOT ITEM 613 LOW STRENGTH MORTAR BACKFILL, AS DIRECTED BY THE CITY. NO SLAG IS PERMITTED.

- GRANULAR MATERIAL MUST BE PLACED IN MAXIMUM 6" LIFTS. FOR GRANULAR EMBANKMENT AND STRUCTURAL BACKFILL, COMPACT EACH LIFT OF MATERIAL USING MECHANICAL DEVICES, HOE RAMS, JUMPING JACKS, HAND DEVICES, VIBRATING PLATES, OR OTHER SIMILAR EQUIPMENT. COMPACTION REQUIREMENTS MUST BE 98% OF STANDARD PROCTOR CURVE.
- LOW STRENGTH MORTAR BACKFILL MUST BE FURNISHED AND PLACED AS PER ODOT ITEM 613.

ALL TRENCH EDGES NOT WITHIN THE STREET RIGHT-OF-WAY, CAN BE BACKFILLED WITH CLEAN NATIVE MATERIAL COMPACTED IN 12 INCH LIFTS. MATERIAL MUST BE COMPACTED TO 85% OF THE ORIGINAL COMPACTION. NO MATERIAL MAY BE USED FOR BACKFILLING THAT CONTAINS GRANULAR MATERIAL, ROCK OR STONE GREATER THAN 4 INCHES IN DIAMETER.

3. PAVEMENT RESTORATION

IN PAVED AREAS WITHIN THE STREET RIGHT-OF-WAY THE PAVEMENT AND AGGREGATE BASE COMPOSITION MUST BE PROVIDED EQUAL TO THE EXISTING PAVEMENT BUT IN NO CASE MAY THE COMPOSITION BE LESS THAN THE FOLLOWING:

- 1-1/2" OF ODOT SURFACE COURSE, TYPE 1
- 3-1/2" OF ODOT INTERMEDIATE COURSE, TYPE 2
- 8" OF ODOT ITEM 304 AGGREGATE BASE

IN ALLEYS AND DRIVEWAYS OUTSIDE OF THE STREET RIGHT-OF-WAY THE REPLACEMENT OF PAVEMENT AND/OR AGGREGATE MUST BE EQUAL TO THE EXISTING ALLEYWAY OR DRIVEWAY COMPOSITION. IF THE PERMANENT ASPHALT CANNOT BE APPLIED WITHIN 48 HOURS OF THE INITIAL REPAIR. ODOT ITEM 405 OR COLD PATCH MUST BE APPLIED TO THE TRENCH SURFACE. MINIMUM THICKNESS OF THE COLD PATCH MATERIAL MUST BE 3 INCHES. SAID MATERIAL MUST BE REMOVED PRIOR TO THE PLACEMENT OF ODOT ITEM 448, UNLESS OTHERWISE APPROVED.

CONCRETE RESTORATION

ALL CONCRETE DRIVEWAYS, DRIVE APPROACHES, AND SIDEWALKS WITHIN THE STREET RIGHT-OF-WAY, MUST BE REPLACED WITH THE FOLLOWING:

SIDEWALKS -- MINIMUM THICKNESS OF 4" INCHES OF CONCRETE

- MATCH ORIGINAL WIDTH OF SIDEWALK
- MINIMUM WIDTH OF 5' REQUIRED
- DRIVEWAYS AND DRIVE APPROACHES:
RESIDENTIAL: MINIMUM THICKNESS OF 6" OF CONCRETE
BUSINESS & INDUSTRIAL: MINIMUM THICKNESS OF 8" OF CONCRETE

ALL CONCRETE DRIVEWAYS, DRIVE APPROACHES, AND SIDEWALKS OUTSIDE OF THE STREET RIGHT-OF-WAY MUST BE REPLACED EQUAL TO THE EXISTING MATERIAL COMPOSITION.

COMPACTION GUIDELINES

THE CONTRACTOR MAY OPERATE SMALL COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 1 TON OVER THE CONDUIT TO COMPACT THE BACKFILL. DO NOT USE HOE RAMS ON TOP OF THE CONDUIT UNTIL 2' OF BACKFILL IS COMPACTED ON TOP OF THE CONDUIT. THE CONTRACTOR MAY OPERATE COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 8 TONS, BUT MORE THAN 1 TON, OVER THE CONDUIT AFTER PLACING AND COMPACTING 2' OF BACKFILL. DO NOT OPERATE EQUIPMENT WITH A TOTAL WEIGHT OF 8 TONS OR MORE UNTIL PLACING AND COMPACTING A COVER OF 4' OVER THE TOP OF THE CONDUIT. THE ABOVE RESTRICTIONS APPLY WHEN WORKING WITHIN ONE SPAN ON EACH SIDE OF THE CONDUIT, OR 6', WHICHEVER IS LESS.

ALL TRENCHES AND EXCAVATIONS MUST BE BACKFILLED IMMEDIATELY AFTER THE PLACEMENT OF THE CONDUIT, UNLESS DIRECTED OTHER WISE BY THE CITY ENGINEER. UNDER NO CIRCUMSTANCES MAY WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE CONDUIT HAS BEEN PLACED.

TRAFFIC CONTROL AND MAINTENANCE

- A. TRAFFIC MUST BE MAINTAINED ON ALL HIGHWAYS AND STREETS AT ALL TIMES DURING CONSTRUCTION OF PIPE LINES ACROSS OR ALONG SAID HIGHWAYS AND STREETS. ACCESS TO ALL EXISTING SUBDIVISIONS, PRIVATE RESIDENCES, AND DRIVES MUST ALSO BE KEPT OPEN EXCEPT WHEN PIPE IS BEING LAID ACROSS THE ACCESS. WORK MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE CITY, COUNTY, AND OHIO DEPARTMENT OF TRANSPORTATION GUIDELINES. TRAFFIC CONTROL MUST INCLUDE PROPER SIGNING AND FLAGGING PER THESE GUIDELINE.
- B. TRAFFIC MUST BE MAINTAINED IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- C. THE CONTRACTOR MUST CARRY ON THE WORK IN A MANNER THAT WILL CAUSE THE LEAST INTERRUPTION IN TRAFFIC AND MAY CLOSE TO THROUGH TRAVEL NOT MORE THAN TWO CONSECUTIVE BLOCKS (WITH THE APPROVAL OF THE CITY ENGINEER'S OFFICE), INCLUDING THE CROSS STREET INTERSECTED, WHERE TRAFFIC MUST CROSS OPEN TRENCHES, THE CONTRACTOR MUST PROVIDE SUITABLE BRIDGES AT STREET INTERSECTIONS AND DRIVEWAYS.
- D. TRAFFIC CONTROL MUST ALSO INCLUDE ALL FLAGPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHER, SIGNS, BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED BY THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- E. ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS, AND INCIDENTALS MUST REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED. THE CONTRACTOR WILL BE RESPONSIBLE FOR PERIODICALLY CHECKING ALL CONSTRUCTION SIGNS AND OTHER TRAFFIC CONTROL DEVICES. WHEN IT IS DISCOVERED OR REPORTED THAT SIGNS OR OTHER TRAFFIC CONTROL DEVICES ARE MISSING, THE CONTRACTOR MUST IMMEDIATELY REPLACE THESE AT HIS OWN EXPENSE.
- F. THE CONTRACTOR MUST MAINTAIN A TWO-LANE TRAVELED WAY WITH A MINIMUM LANE WIDTH OF 10 FEET; HOWEVER, DURING WORKING HOURS, ONE-WAY TRAFFIC MAY BE ALLOWED AT THE DISCRETION OF THE CITY ENGINEER'S OFFICE, ODOT, OR OTHER APPROPRIATE AGENCY.
- G. THE CONTRACTOR MUST FULLY COVER, WITH PLYWOOD, ANY SIGNS, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND MUST MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
- H. IN GENERAL, ALL TRAFFIC CONTROL DEVICES MUST BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE TO THE FLOW OF TRAFFIC.
- I. THE CITY ENGINEER'S OFFICE AND CONTRACTOR MUST REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE LANE CLOSURES, CROSSOVERS, OR DETOURS, AND ALL SIGNING MUST BE APPROVED BY THE CITY ENGINEER'S OFFICE BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
- J. IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES ON THE SCENE, THE CONTRACTOR MUST MAKE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE IMMEDIATELY.

EMERGENCY RESOLUTION NO. 21-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ENTERPRISE FLEET MANAGEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the recently hired Civil Engineer is in need of a vehicle to effectively perform the functions of their job; and

WHEREAS, Council desires to lease a vehicle for the Civil Engineer.

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 a lease agreement by and between the City of Monroe and Enterprise Fleet Management for a Ford Escape to be utilized by the Civil Engineer pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: 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 lease of said vehicle at the earliest possible date so the Civil Engineer can effectively perform the functions of their job. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Prepared For: City of Monroe
Perkins, Brian

Exhibit "A" E Res No. 21-2022

Date 04/19/2022
AE/AM JXB/AXR

Unit #

Year 2022 **Make** Ford **Model** Escape

Series SE 4dr All-Wheel Drive

Vehicle Order Type In-Stock **Term** 60 **State** OH **Customer#** 481871

\$ 30,229.85	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>6.5000%</u> State <u>OH</u>
\$ 44.25 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 1,500.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$2,000.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD
Exterior Color (0 P) Oxford White
Interior Color (0 I) Dark Earth Gray w/Unique Cloth Front Bu
Lic. Plate Type Government
GVWR 0

\$ 31,729.85	Total Capitalized Amount (Delivered Price)
\$ 396.62	Depreciation Reserve @ <u>1.2500%</u>
\$ 126.94	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 523.56	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0450 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 6.5000% **State** OH

\$ 523.56 Total Monthly Rental Including Additional Services

\$ 7,932.65 Reduced Book Value at 60 Months

\$ 350.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Monroe

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
3rd party shipping	C	\$ 1,500.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 1,500.00
Other Charges Total		\$ 1,500.00

VEHICLE INFORMATION:

2022 Ford Escape SE 4dr All-Wheel Drive - US

Series ID: U9G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,411	\$29,595.00
Total Options	\$756.00	\$805.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$30,662.00	\$31,895.00

SELECTED COLOR:

Exterior:

YZ-(0 P) Oxford White

Interior:

4H-(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
4	Unique Cloth Front Bucket Seats	Included	Included
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
4H_01	(0 I) Dark Earth Gray w/Unique Cloth Front Bucket Seats	NC	NC
51Q	Mini Spare Wheel	\$103.00	\$110.00
86C	Cold Weather Package	\$653.00	\$695.00
996	Engine: 1.5L EcoBoost	Included	Included
HSEATS	Heated Front Row Seats	Included	Included
HSTEER	Heated & Premium Wrapped Steering Wheel	Included	Included
HTDMIR	Heated Sideview Mirrors	Included	Included
PAINT	Monotone Paint Application	STD	STD
REMOTE	Remote Start System w/86C	Included	Included
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
SYNCON	FordPass Connect	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Valet Key: valet function
Remote Engine Start: remote engine start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 3 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

LeatherSteeringWheel: leatherette steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 181-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

EMERGENCY RESOLUTION NO. 22-2022

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE POLICE LIEUTENANTS AND DECLARING AN EMERGENCY.

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association, have been ongoing; and

WHEREAS, as a result of said negotiations the parties have reached an agreement.

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 a collective bargaining agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Lieutenants, pursuant to the terms and conditions he deems appropriate and necessary in the best interest of the City.

SECTION 2: 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 enter into said agreement at the earliest possible date in order to maintain, insure and/or increase the general efficiency of the Department of Police and the existing harmonious relationship among the Lieutenants of the Department of Police and the City of Monroe. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

AGREEMENT BETWEEN
THE CITY OF MONROE
AND THE
OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION
(~~Sergeants~~Lieutenants)

EFFECTIVE: June 1, ~~2020~~2022 to May 31, ~~2023~~2025

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ARTICLE 1
AGREEMENT AND PURPOSE

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

ARTICLE 2 RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police ~~sergeants~~lieutenants;

Excluded: Chief, Captains and all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

ARTICLE 3
ASSOCIATES/UNION BUSINESS

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations.

Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

ARTICLE 5
NO STRIKES/NO LOCKOUT

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6 PROBATIONARY PERIOD

Each newly appointed ~~Sergeant~~Lieutenant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a ~~Sergeant~~Lieutenant from the Employer.

A newly appointed ~~Sergeant~~Lieutenant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

ARTICLE 7 DUES DEDUCTION

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. ~~All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in an amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA.~~ Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues ~~and fair share fees~~ collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

ARTICLE 8
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 9 DISCIPLINE

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee’s record of discipline and the Employee’s record of performance and conduct.

- a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of ~~Lieutenant~~Captain or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.
- b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.
- c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.
- b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chiefs recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which “Miranda” warnings are required to be given, shall be advised, prior to questioning, of his “Miranda” rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to “Miranda” rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed a refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

ARTICLE 10 PERSONNEL FILES

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising ~~Lieutenant~~Captain. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not

resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

ARTICLE 12 ARBITRATION

12.1 Procedure for requesting.

a. A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

12.2 Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer’s existing or future rules and regulations, general orders or standard operating procedures, provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

ARTICLE 13 MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, ~~sergeants~~ and representatives within 30 days of the effective date of this Agreement.

This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All ~~sergeants~~lieutenants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a

monthly stipend of Fifty-Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

ARTICLE 14 WAGES

14.1 Rates of pay for Employees shall be in accordance with ~~the step schedule attached as Appendix B~~paragraph 14.1 D, below, which salary rates will become effective beginning with the first full pay period after June 1, ~~2020~~2022. These rates of pay are subject to the conditions set forth below:

A. Application of Hourly Rates. The ~~hourly~~ rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries ~~for hours actually worked or in paid status for the appropriate pay range and pay step~~.

B. Evaluations. All ~~step~~ increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.

~~C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate.~~

C. ~~D. Benefits~~: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.

D. ~~E. In addition to the increases set forth above, Sergeants~~The Lieutenant's differential between the rank of ~~Patrol and Sergeant~~ and Lieutenant shall be 10% in 2022; 12% in 2023; and 14% in ~~accordance with Appendix B~~2024.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.

B. Voluntary or Physical Disability Demotion.

- (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
- (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
- (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
- (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his ~~rate of pay~~salary shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.

D. Re-employment. Whenever a member is re-employed by the City, his ~~rate of~~paysalary shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the

| ~~step~~salary he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

ARTICLE 15 HOURS OF WORK ~~AND OVERTIME~~

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet ~~operation~~operational conditions, ~~and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.~~

15.1 Definition. ~~The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.~~ The workweek of Lieutenants shall be as set forth by the Chief of Police, consistent with their particular position/departamental assignment and duties. Generally, such hours and shifts will be Monday through Friday from 8 a.m. to 4 p.m.

~~15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.~~

~~15.3 — No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.~~

~~15.4 — Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.~~

~~15.5 — Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:~~

~~a. — A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.~~

~~A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two-week pay period, not including sick time off as set forth in 15.5b of this contract. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.~~

~~b. — As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a-~~

~~15.6 — Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 3 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.~~

~~15.7 — Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.~~

~~15.8 — Notwithstanding paragraph 15.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half ($1\frac{1}{2}$) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and $8\frac{1}{2}$ hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.~~

~~15.9 — Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.~~

~~15.10 — Compensatory Time.~~

~~a. — All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half ($1\frac{1}{2}$) the Employee’s regular rate of pay, or in compensatory time~~

~~accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).~~

~~b. — Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act (“FLSA”) shall be granted according to law, provided forty eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.~~

~~c. — Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.~~

~~15.11 If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.~~

ARTICLE 16 CLOTHING AND EQUIPMENT ALLOWANCE

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. ~~Sergeants. Sergeants~~Lieutenants. Lieutenants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

ARTICLE 17 HOLIDAYS

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

17.2 For purposes of holiday pay, all Employees shall ~~receive~~be entitled to eight ~~and one-half (8~~
~~1/2~~(8) hours of ~~compensatory~~paid time off to be used at a later date for each of the holidays in
Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is
required to work on Thanksgiving, Christmas, or New Years Day, shall receive additional pay for
the hours worked on the holiday ~~at a rate of time and one-half his regular rate. To qualify for~~
~~holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior~~
~~to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day~~
~~immediately following the holiday, unless his absence from work is due to illness or injury, in which~~
~~event a physician's certificate will be required.~~
~~Employees shall be permitted to either carryover or cash out up to 42.5 hours of holiday~~
~~compensatory time at the end of the calendar year. The carryover option will be the default;~~
~~employees electing a cash out must submit a request by December 1. Cash outs will be paid in~~
~~January to allow verification of year end balances~~commensurate with the pro-rata salary paid
which is attributable to the holiday.

ARTICLE 18 VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual
0 to 1	0
After 1	85 <u>80</u>
After 5*	127.5 <u>120</u>
After 10	170 <u>160</u>
After 15	190 <u>180</u>
After 20	212.5 <u>200</u>

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or ~~Supervising Lieutenant~~a Captain, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

~~a. — Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and~~

~~authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.~~

~~18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.~~

18.4 ~~18.5~~ Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current ~~rate of pay~~salary for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.5 ~~18.6~~ Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to ~~85~~80 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's ~~straight-time~~salary rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.6 ~~18.7~~ Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate.

Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.7 ~~18.8~~ Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.8 ~~18.9~~ Personal Days. Employees shall be entitled to two personal days (up to ~~17~~16 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

ARTICLE 19 SICK LEAVE

19.1 Sick Leave Accrual. Employees shall accrue sick leave at the rate of ~~10.625~~10 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

b. Illness of a member of the Employee's immediate family, as defined in Article 21, paragraph 21.1(a), requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of ~~seventeen~~sixteen (~~17~~16) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the

nature of the illness and the date the Employee may return to work, following an absence in excess of ~~seventeen~~sixteen (~~17~~16) hours or more.

Furthermore, on or after an Employee's sixth (6th) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;
- d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.
- e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9th) occurrence and subsequent occurrences at 80% of the Employee's regular rates of pay. (Example: An Employee misses two (2) days and this is the ninth (9th) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her ~~regular rate of pay~~salary for each day of the ninth (9th) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the “line of duty,” the City shall pay the Employee’s surviving spouse, or, if there is no surviving spouse, the Employee’s estate, all of the Employee’s accrued, unused sick leave as of the Employee’s date of death. For the purpose of this Section, “line of duty” means that the Employee was performing official department business at the time of his death, or the Employee’s death proximately resulted from the member’s performance of his/her lawful duties as a Police Officer.

19.10 Workers’ Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers’ Compensation for the same purpose. Therefore, once a Workers’ Compensation claim has been approved the Workers’ Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee’s ~~rate of pay~~salary at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- a. One-fourth (1/4) of the Employee’s accrued but unused sick leave, up to a maximum accrual of 600 hours.
- b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

ARTICLE 20 INJURY LEAVE

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall

remit to the Employer all income benefits paid by OBWC for the period during which the Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required

documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

ARTICLE 21
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. ~~Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member.~~ For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse (including domestic partner), grandparents (including spouse’s grandparents), siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

ARTICLE 22 INSURANCE

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance - General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative “buy-up” plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City’s base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of \$25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee’s spouse is not eligible for insurance coverage from the spouse’s employer, subject to the following:

a. In order for a working spouse ~~or adult child~~ to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe’s plan.

b. ~~In order for a working~~ An adult child ~~to~~ shall be ~~ineligible~~ eligible for the City of Monroe’s health plan, ~~the following situations must apply. First, the adult child has to be 19 years of age or older. Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent’s plan until age 26, or even 28, with further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50%~~

~~or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan~~ in accordance with the provisions of the Affordable Care Act, and/or state law, as amended.

c. This Working Spouse/~~Adult Dependent Child~~ Carve Out Policy only applies to spouses ~~and children~~ who are actively at work at an employer group. It does not apply to a self-employed spouse/~~children~~ who ~~have~~has an individual medical plan (non-company sponsored), ~~receive~~or who receives health insurance through a company or government retirement plan, Medicare or COBRA.

ARTICLE 23 SAFETY AND HEALTH

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or ~~Supervising Lieutenant~~Captain shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any ~~Police Officer~~Employee treated in a hospital for inhalation of an irrespirable atmosphere and the ~~Police Officer~~Employee will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

ARTICLE 24 RESIDENCY

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters [or in the counties of Ohio contiguous to Butler or Warren](#). Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

ARTICLE 25
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 27 OUTSIDE EMPLOYMENT

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

ARTICLE 28 SENIORITY

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or

telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a ~~Sergeant~~Lieutenant becomes subject to a layoff, he/she shall be permitted to take a position as a ~~police-officer~~Sergeant. Recalls will be made by seniority when the former position as a ~~Sergeant~~Lieutenant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 30 DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of June, ~~2020~~2022, and shall remain in full force and effect until midnight on the 31st day of May, ~~2023~~2025.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

FOR THE CITY:

William J. Brock, City Manager

Robert Buchanan, Chief of Police

~~Kacey Waggaman~~ Sarah Hunold,
~~Director of~~ Human Resources Manager

~~Karen Ervin~~
~~Director of Finance~~

Kacey Waggaman,
Assistant City Manager

Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

K. Philip Callahan, Law Director

APPENDIX A

Uniform items to be issued as per Article 16:

- 1 — Jacket, waterproof
- 1 — rain coat
- 5 — winter shirts
- 5 — summer shirts
- 5 — trousers
- 2 — caps, dress and knit “Police”
- 2 — ties
- 3 — police badges, 2 large shield for coat, 1 small for wallet
- 1 — cap badge
- 3 — pair of collar brass, two small and one large for coat
- 2 — name plates
- 1 — duty belt
- 1 — trouser belt
- 1 — duty holster
- 1 — double magazine pouch
- 1 — chemical agent (i.e., mace)
- 1 — mace pouch
- 1 — asp
- 1 — asp holder
- 2 — handcuff cases — or — 1 double cuff case
- 2 — sets of handcuffs
- 1 — portable radio
- 1 — radio holder
- 1 — duty weapon with three magazines
- 4 — belt keepers
- 1 — pair waterproof boots
- 1 — pair of shoes — or — additional pair of boots
- 1 — metal clip board
- 1 — metal citation clip board
- 1 — bullet proof vest and carrier
- 1 — biohazard glove case
- 1 — TAZER with 2 cartridges
- 1 — TAZER holster
- 1 — duty bag
- 1 — flashlight

Items that can optionally be purchased using clothing allowance:

- Whistle
- Whistle chain
- Bullet proof vest
- Additional vest carrier
- Heavy duty boot socks

~~Leather patrol duty gloves~~
~~Extra handcuffs~~
~~Off duty holster~~
~~Ventilated t-shirts~~
~~Binoculars~~
~~Tie tacks~~
~~Recording device~~
~~Duty bag~~
~~Class "A" Uniform~~
~~Stinger stream light~~
~~Stinger light holder~~

~~In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.~~

APPENDIX B

[INCREASES OF 3.0% = 2020; 3.0% = 2021; AND 3.5% = 2022]

PATROL OFFICER

	STEP ONE Officers in Field Training	STEP TWO After Field Training	STEP 3	STEP 4	STEP 5	STEP 6**
June 1 2020	\$48,342	\$53,007	\$58,139	\$63,784	\$69,995	\$73,495

***	Eliminated Step One	STEP ONE Officers in Field Training	STEP TWO After Field Training	STEP 3	STEP 4	STEP 5	STEP 6
June 1 2021	\$49,792	\$54,597	\$59,883	\$65,698	\$72,095	\$75,700	\$79,485
June 1 2022	\$51,535	\$56,508	\$61,979	\$67,997	\$74,618	\$78,350	\$82,267

SERGEANTS*		
June 1, 2020	June 1, 2021	June 1, 2022
\$83,784	\$90,613	\$93,784

* ~~Sergeant Differential = 14%~~

** ~~Current Step 5 officers will move to Step 6 on their anniversary date after 6/1/2020.~~

*** ~~Step # references are adjusted on 6/1/2021 due to elimination of prior Step 1 and addition of new Step 6. Officers will transition equitably to the adjusted scale in 2021. Example: 2020 Step 3 will move to 2021 Step 2 on 6/1/2021 and then increase to 2021 Step 3 on their anniversary date after 6/1/2021.~~

0059055.0729407-4856-7908-9428v1

[Employer will continue to provide bulletproof vests and service weapons.](#)

[0059055.0754282 4886-4980-8918v3](#)

Document comparison by Workshare 10.0 on Monday, May 02, 2022 2:43:15 PM

Input:	
Document 1 ID	netdocuments://4856-7908-9428/1
Description	Monroe - OPBA - 2020 -2023 Contract - Sergeants
Document 2 ID	netdocuments://4886-4980-8918/3
Description	Monroe - OPBA - 2022 -2025 Contract - Lieutenants
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	96
Deletions	240
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	336

AGREEMENT BETWEEN
THE CITY OF MONROE
AND THE
OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION
(Lieutenants)

EFFECTIVE: June 1, 2022 to May 31, 2025

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ARTICLE 1
AGREEMENT AND PURPOSE

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

ARTICLE 2
RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police lieutenants;

Excluded: Chief, Captains and all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

ARTICLE 3
ASSOCIATES/UNION BUSINESS

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

ARTICLE 5
NO STRIKES/NO LOCKOUT

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6
PROBATIONARY PERIOD

Each newly appointed Lieutenant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Lieutenant from the Employer.

A newly appointed Lieutenant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

ARTICLE 7 DUES DEDUCTION

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

ARTICLE 8
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, creed, national origin, sex or handicap. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 9 DISCIPLINE

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee’s record of discipline and the Employee’s record of performance and conduct.

- a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Captain or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.
- b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.
- c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

- b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chiefs recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which “Miranda” warnings are required to be given, shall be advised, prior to questioning, of his “Miranda” rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to “Miranda” rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed a refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

ARTICLE 10
PERSONNEL FILES

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Captain. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not resolve the grievance. At this time a Representative of the Union may be in

attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

ARTICLE 12 ARBITRATION

12.1 Procedure for requesting.

a. A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

12.2 Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer’s existing or future rules and regulations, general orders or standard operating procedures, provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

ARTICLE 13 MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All lieutenants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend of

Fifty-Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

ARTICLE 14

WAGES

14.1 Rates of pay for Employees shall be in accordance with paragraph 14.1 D, below, which salary rates will become effective beginning with the first full pay period after June 1, 2022. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries.
- B. Evaluations. All increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- C. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- D. The Lieutenant's differential between the rank of Sergeant and Lieutenant shall be 10% in 2022; 12% in 2023; and 14% in 2024.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.
 - (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.

- (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
 - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
 - (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.
- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his salary shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his salary shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the salary he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

ARTICLE 15 HOURS OF WORK

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operational conditions.

15.1 Definition. The workweek of Lieutenants shall be as set forth by the Chief of Police, consistent with their particular position/departmental assignment and duties. Generally, such hours and shifts will be Monday through Friday from 8 a.m. to 4 p.m.

ARTICLE 16
CLOTHING AND EQUIPMENT ALLOWANCE

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Lieutenants. Lieutenants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

ARTICLE 17 HOLIDAYS

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

17.2 For purposes of holiday pay, all Employees shall be entitled to eight (8) hours of paid time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on Thanksgiving, Christmas, or New Years Day shall receive additional pay for the hours worked on the holiday commensurate with the pro-rata salary paid which is attributable to the holiday.

ARTICLE 18 VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual
0 to 1	0
After 1	80
After 5*	120
After 10	160
After 15	180
After 20	200

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Vacation periods shall be determined by the Chief or a Captain, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police.

18.4 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current salary for all lawfully accrued and

unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.5 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 80 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's salary rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.6 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.7 Prior Service. Notwithstanding the provisions of Ohio Rev. Code § 9.44, an Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.8 Personal Days. Employees shall be entitled to two personal days (up to 16 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

ARTICLE 19

SICK LEAVE

19.1 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 10 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

- a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;
- b. Illness of a member of the Employee's immediate family, as defined in Article 21, paragraph 21.1(a), requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;
- c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of sixteen (16) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the

illness and the date the Employee may return to work, following an absence in excess of sixteen (16) hours or more.

Furthermore, on or after an Employee's sixth (6th) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;
- d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.
- e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9th) occurrence and subsequent occurrences at 80% of the Employee's regular rates of pay. (Example: An Employee misses two (2) days and this is the ninth (9th) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her salary for each day of the ninth (9th) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the “line of duty,” the City shall pay the Employee’s surviving spouse, or, if there is no surviving spouse, the Employee’s estate, all of the Employee’s accrued, unused sick leave as of the Employee’s date of death. For the purpose of this Section, “line of duty” means that the Employee was performing official department business at the time of his death, or the Employee’s death proximately resulted from the member’s performance of his/her lawful duties as a Police Officer.

19.10 Workers’ Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers’ Compensation for the same purpose. Therefore, once a Workers’ Compensation claim has been approved the Workers’ Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee’s salary at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- a. One-fourth (1/4) of the Employee’s accrued but unused sick leave, up to a maximum accrual of 600 hours.
- b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.
- d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

ARTICLE 20

INJURY LEAVE

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the

Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of

his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

ARTICLE 21
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, child (including step-child), spouse (including domestic partner), grandparents (including spouse’s grandparents), siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be

reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

ARTICLE 22 INSURANCE

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance - General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative “buy-up” plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City’s base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of \$25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee’s spouse is not eligible for insurance coverage from the spouse’s employer, subject to the following:

a. In order for a working spouse to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe’s plan.

b. An adult child shall be eligible for the City of Monroe’s health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended.

c. This Working Spouse Carve Out Policy only applies to spouses who are actively at work at an employer group. It does not apply to a self-employed spouse who has an individual

medical plan (non-company sponsored), or who receives health insurance through a company or government retirement plan, Medicare or COBRA.

ARTICLE 23 SAFETY AND HEALTH

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Captain shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Employee treated in a hospital for inhalation of an irrespirable atmosphere and the Employee will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

ARTICLE 24 RESIDENCY

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters or in the counties of Ohio contiguous to Butler or Warren. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

ARTICLE 25
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 27 OUTSIDE EMPLOYMENT

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

ARTICLE 28 SENIORITY

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent notice to him to return by letter or telegram

with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Lieutenant becomes subject to a layoff, he/she shall be permitted to take a position as a Sergeant. Recalls will be made by seniority when the former position as a Lieutenant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 30 DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of June, 2022, and shall remain in full force and effect until midnight on the 31st day of May, 2025.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

FOR THE CITY:

William J. Brock, City Manager

Robert Buchanan, Chief of Police

Sarah Hunold,
Human Resources Manager

Kacey Waggaman,
Assistant City Manager

Donald L. Crain, Frost Brown Todd LLC

Approved as to form:

K. Philip Callahan, Law Director

APPENDIX A

Employer will continue to provide bulletproof vests and service weapons.

0059055.0754282 4886-4980-8918v3

RESOLUTION NO. 23-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ARROW CAPITAL SOLUTIONS, INC. FOR MOBILE DATA TERMINALS FOR POLICE CRUISERS.

WHEREAS, the existing laptops in the police cruisers have reached their end of life as mobile data terminals; and

WHEREAS, the mobile data terminals described herein are designed for use in police cruisers.

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 a Lease Agreement by and between the City of Monroe and Arrow Capital Solutions, Inc. for mobile data terminals for police cruisers. The terms and conditions of said Lease Agreement are set forth on Exhibit "A" 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

April 25, 2022

Exhibit "A" Res No. 23-2022

City of Monroe
233 South Main Street
Monroe, OH 45050-0330

Dear Valued Customer:

Thank you for your business. It is our pleasure to provide you with the attached documentation in order to expedite your product acquisition. Below is a step-by-step guide to help you complete the documentation. We will issue an order letter to your product supplier(s) upon receipt of the executed documentation; so please sign and return the documentation at your earliest convenience. One last thing...we are here to help! If you have any questions about our documentation or our process, please call. You will find your personal contract administrator's contact information below. Thank you, again, for your business.

Your Personal Contract Administrator:

Marjie Burkhart
channel_support@eservice-center.com
Direct: 866.313.4224
19 Corporate Circle
East Syracuse, NY 13057

INSTRUCTIONS:

DO NOT USE WHITE-OUT OR OTHERWISE REDACT OR MODIFY ANY OF THE ATTACHED DOCUMENTATION IN ANY WAY. ONLY ORIGINAL INK OR ELECTRONIC (ONLY DOCUSIGN) SIGNATURES WILL BE ACCEPTED. STAMPED OR ELECTRONIC (NON-Docusign) SIGNATURES ARE NOT ACCEPTABLE.

1. Please review the attached documentation. If you have any questions, please call your personal contract administrator. Capitalized terms in this cover letter are defined as in the above referenced Agreement (the "Agreement"), unless specifically stated otherwise.
 - a. Verify Customer legal name.
 - b. Verify payment terms.
 - c. Verify product location(s). If the location(s) is not controlled by Customer supplemental documentation may be required.
2. All documentation attached to this cover letter must be signed and initialed where applicable. This transaction may only be entered into by a legal entity (and not an individual or individual operating as sole proprietorship) and will not be used for any personal, family or household use.
 - a. Corporations (including, sub-chapter S corporations): by a duly authorized officer of the corporation.
 - b. State, possession of the United States, the District of Columbia, or political subdivision: by a duly authorized officer of the jurisdiction.
 - c. Limited Liability Company: by a duly authorized manager of the company.
 - d. Limited Partnership: by the duly appointed general partner of the partnership.
 - e. General Partnership: by a duly authorized partner of the partnership.
3. Send a check for the Total Amount outlined in the Upfront Payments section contained herein to your personal contract administrator. This is required for us to make payment to your product supplier(s).
4. Send all Original documentation (if paper contracts have been executed) to your personal contract administrator via overnight courier.

Customer Acknowledgment of Instructions _____

UPFRONT PAYMENTS:

PLEASE PROVIDE A CHECK PAYABLE TO "Arrow Capital Solutions, Inc." FROM AN ACCOUNT IN YOUR NAME FOR THE TOTAL AMOUNT SET FORTH BELOW.

Documentation Fee:	\$0.00
Payments Due:	\$0.00
Total Amount:	\$0.00

Customer Acknowledgment of Upfront Payments _____

SUPPLEMENTAL DOCUMENTATION:

The following supplemental documentation is required and must be executed by Customer. Supplemental documentation is typically sent separately from the Agreement to streamline the process. Originator reserves the right to void the Agreement if Originator is not in receipt of all required supplemental documentation prior supplier(s) payment.

- Transaction Questionnaire (i.e. billing information, product location information, etc.)
- Insurance Verification
- Municipal Documents

Customer Acknowledgment of Supplemental Documentation _____

ADDITIONAL INFORMATION:

Please provide a contact person below for additional information that may be required for this transaction.

Name: Captain David Chasteen
Phone: 513-539-9234
Email: chasteend@monroeohio.org

LEASE AGREEMENT
AGREEMENT NUMBER ACS-01833-0001

This agreement dated as of April 25, 2022 ("Agreement Date") is between City of Monroe ("Customer"), with its principal place of business located at 233 South Main Street, Monroe, OH 45050-0330, and Arrow Capital Solutions, Inc. ("Originator"), with its principal place of business located at 9201 East Dry Creek Road, Centennial, CO 80112. The words you, and your refer to Customer. The words we, us, and our refer to Originator. Originator reserves the right to void this Agreement if Originator is not in receipt of a fully executed Original this document within five (5) business days of the Agreement Date of this Agreement.

Notwithstanding anything to the contrary in the Agreement, Customer agrees to the payment terms as follows:

Product: See Exhibit Attached
Product Value: \$44,314.00
Initial Term (# of Payments): 5
Payment Frequency: Annual
Purchase Option Amount: FMV
Payment Amount: \$10,011.06 (plus applicable taxes)
Interim Payment Daily Amount: \$0.00 (plus applicable taxes)
First Payment Date: 30 days from Commencement Date

The Customer certifies to Originator as follows:

1. **AGREEMENT:** For business purposes only, you have requested that we pay the Product Value for the product together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, all as described on this Agreement ("Product"), to a supplier(s) ("Supplier"), as further described in the agreement(s) between you and the Supplier and/or Product manufacturer ("Product Agreement"). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Product ("Agreement") and which supersedes any Product Agreement, order, invoice, request for proposal, response, or other related document. The terms of this Agreement may be modified and supplemented only by a written instrument signed by you and us. You authorize us to correct or insert missing Product Identification Information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and upon payment to Supplier. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER THE AGREEMENT.

2. **ACCEPTANCE; PAYMENTS; TAXES; FEES:** This Agreement shall begin on the date ("Acceptance Date") set forth in the acceptance certification ("COA") which will be executed by you in connection with this Agreement. By executing the COA, you hereby certify that all of the Product subject to the Agreement and as to which the Payments relate has been inspected and accepted by you. The term of this Agreement shall begin on the first day of the month next succeeding the Acceptance Date ("Commencement Date") and shall continue for the Initial Term as set forth above. This Agreement cannot be canceled or terminated by Customer except as expressly provided herein. Payments start on the First Payment Date and continue thereafter on the first day of each Payment Frequency period as outlined above. In addition to the Payments, you agree to pay an interim payment for the period starting on the Acceptance Date to the Commencement Date at a daily rate equal to the Interim Payment Daily Amount set forth above. You will pay all Payments when due. Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product or for its use or operation or upon this Agreement. Customer acknowledges that the Payments are accurate and undisputed. **CUSTOMER AGREES AND ACKNOWLEDGES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND.** At our option, we may discharge taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product, and you agree to reimburse us upon demand and to pay us a processing fee for each expense or charge we pay on your behalf. You agree to pay us a documentation fee to cover us for all closing costs. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason any Payment is returned for insufficient funds, you will pay us a fee of \$35 (but in no event may such fee exceed the highest charge permitted by applicable law). If any Payment or other amount payable in the Agreement is not paid within 5 days of its due date, Customer shall pay on demand, as a late charge, an amount equal to 10% of the amount then due (but in no event may such late charge exceed the highest late charge permitted by applicable law). We may make a profit on any fees and charges paid under this Agreement to cover us for our operational expenses.

3. **ASSIGNMENT:** Customer agrees that Originator or its Assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under the Agreement including the Payments and the right to collect Payments to an assignee ("Assignee") without notice or the consent of Customer. Customer agrees that if Originator sells, assigns, transfers, or grants a security interest, Assignee will have the same rights and benefits that Originator has now and will not have to perform any of Originator's obligations. Customer agrees that Assignee will not be subject to any claims, defenses, or offsets that Customer may have against Originator. Customer shall cooperate with Originator in executing any documentation reasonably required by Originator or Assignee to effectuate any such assignment. **CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, SUBLEASE, ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY OF CUSTOMER'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE PRODUCT, OR THE PRODUCT AGREEMENT.**

4. **INSURANCE; INDEMNITY; LOSS OR DAMAGE:** Customer agrees to keep the Product fully insured against risk and loss, with Originator or its Assignee as lender's loss payee, in an amount not less than the original Product Value until this Agreement has been paid in full. Customer agrees to provide Originator or its Assignee certificates or other evidence of insurance acceptable to Originator or its Assignee. Originator and its Assignee are not responsible for, and Customer agrees to hold Originator and its Assignee harmless and reimburse them for and to defend on Originator's or its Assignee's behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the Product. Customer is responsible for the risk of loss or for any destruction or damage to the Product. Customer agrees to promptly notify Originator and its Assignee in writing of any loss or damage. If the Product is destroyed and Originator or its Assignee have not otherwise agreed in writing, Customer will pay to Originator or its Assignee the unpaid balance of this Agreement. Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage. All indemnities will survive the expiration or termination of this Agreement.

5. **WARRANTY DISCLAIMERS:** CUSTOMER AGREES THAT CUSTOMER HAS SELECTED THE SUPPLIER AND PRODUCT BASED UPON CUSTOMER'S OWN JUDGMENT AND CUSTOMER DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY ORIGINATOR. ORIGINATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE PRODUCT. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER OR MANUFACTURER.

6. **SECURITY INTEREST:** Customer grants Originator or its Assignee a security interest in the Product to secure all amounts Customer owes Originator or its Assignee under the Agreement with Customer. Customer authorizes Originator or its Assignee to file a financing statement (UCC-1). We may charge you a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to Originator or its Assignees so that they may amend or file a new UCC-1. Customer will notify Originator or its Assignee within 30 days if Customer's state of organization revokes or terminates its existence.

7. **USE; MAINTENANCE; LOCATION OF PRODUCT:** Originator agrees that so long as no Event of Default has occurred, and is occurring, under the Agreement, Customer may quietly possess the Product subject to and in accordance with the rights and obligations of the Agreement. At your expense, Customer shall: (i) use the Product in accordance with the terms of the Product Agreement, and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the Product in retail re-saleable condition, full working order, and complete repair; (iii) not permit any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon the Payments or the Product; (iv) not assign any of its rights or obligations without the prior written consent of Originator or its Assignee under the Agreement; and (v) pay when due or reimburse Originator or its Assignee on demand for all costs of collection of any of the Payments and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Originator or its Assignee, including expenses incurred in any litigation or bankruptcy or insolvency proceedings; and (vi) keep the Product at your address shown on the Agreement, and you agree not to move it unless we agree in writing.

8. **PURCHASE; RETURN OF PRODUCT:** Provided that no Event of Default under the Agreement has occurred and is continuing, you will have the option at the end of the initial term or any renewal term to purchase all (but not less than all) of the Product at the Purchase Option Amount stated above, plus any applicable taxes. If the Purchase

Option Amount stated is "Fair Market Value" (such term means the value of the Product in its continued use), you must send us written notice between 90 and 150 days before the end of any term that you will purchase the Product or that you will return the Product to us. If you do not give us such written notice or if you do not purchase or return the Product in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for a 3-month term(s) until you exercise a purchase option or return the Product to us. During such renewal(s) the Payment Amount will remain the same. Unless you purchase the Product in accordance with this Agreement, you will return all (but not less than all) of the Product to a location we specify at your sole expense, in retail re-saleable condition, full working order, and complete repair. You are solely responsible for removing any data, information, tags, or marks that may reside in or on the Product. Originator may require Customer deliver to us documentation executed by your duly-authorized officer certifying that you have complied with the above requirements, have ceased your use of the Product, and have not retained the Product in any form.

9. INSPECTIONS; REPORTS: We will have the right, at any reasonable time, to inspect the Product and any documents relating to its use, maintenance and repair. With reasonable promptness, Customer shall furnish Originator or its Assignee with such information, financial or otherwise, relating to Customer or the Product as Originator or its Assignee shall reasonably request to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Such statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains and certified by Customer's chief financial officer, and, in the case of annual financial statements, certified by an independent accounting firm acceptable to Originator or its Assignee.

10. DEFAULT; REMEDIES: (A) Any of the following shall constitute an "Event of Default": (i) Customer fails to pay any Payment or other amount payable under the Agreement when due and such failure continues for 5 days after written notice to Customer of such failure; (ii) Customer fails to comply with any other obligation and such failure is not cured within 10 days after written notice to Customer; (iii) Customer shall default in the payment or performance of any other obligation or indebtedness to Originator, Assignee, or any third party, including, but not limited to, Customer's obligations under the Product Agreement; (iv) Customer merges or consolidates with, or sells all or a substantial portion of its assets to, a third party, or a majority of the ownership interests or membership of Customer's Board of Directors changes from the ownership or composition as of the Agreement Date; (v) Customer or any guarantor suffers a material adverse change in its financial condition from the date hereof; (vi) Customer makes or has made any false statement or misrepresentation to Originator or Assignee; or (vii) Customer is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State. (B) Upon and during the continuance of an Event of Default: (i) Originator may terminate Customer's rights to use the Product, require the Customer to return the Product in accordance with the terms and conditions of this Agreement, and require Customer deliver to us documentation executed by your duly-authorized officer certifying that you have complied with the above requirements, have ceased your use of the Product, and have not retained the Product in any form; (ii) upon demand Customer will pay to Originator or its Assignee an amount equal to the sum of (a) all Payments then due, if any, and (b) the present value of all remaining Payments to become due in the future plus the anticipated purchase price of the Product, both discounted at a rate of 2% per annum; (iii) Originator may cancel, terminate, or cause the Supplier and/or Product Manufacturer to cancel and/or terminate, providing maintenance and/or support for the Product; and (iv) Originator or Assignee, as applicable, shall have all other rights and remedies available under Article 2A and 9 of the Uniform Commercial Code and any other law or in equity. Customer agrees that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC. Customer waives all rights under sections 2A-508 through 522 of the Uniform Commercial Code.

11. ORIGINAL DOCUMENT: There shall be one original of this Agreement and it shall be marked "Original". To the extent that this Agreement constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may be created only in the Agreement marked "Original." At our option, a fax, scanned, or electronic version of this Agreement with an authorized signature may be considered the original and will be binding on all parties for all purposes; Customer agrees that the electronic version of this Agreement has been authenticated by Customer in accordance with applicable law (and pursuant to the rules and regulations of DocuSign Inc.) and shall constitute the "Original" authoritative version of this Agreement as referenced above and will be binding on all parties for all purposes; provided, however, that in the event that Originator prints on paper the authenticated electronic version of the Agreement, the Customer agrees that such paper version that has been marked "Original" by Originator shall constitute the sole original authoritative version of this Agreement.

12. LAW; JURY WAIVER: This Agreement will be governed and construed in accordance with the laws of the State of New York. You consent to jurisdiction and venue of any state or federal court in New York and waive the defense of inconvenient forum. Customer and Originator or its Assignee each WAIVES ANY RIGHT TO TRIAL BY JURY in any action arising from or related to the Agreement. No course of dealing between Customer and Originator or its Assignee or any delay or omission on the part of Originator or its Assignee in exercising any rights hereunder shall operate as a waiver of any rights of Originator or its Assignee. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Originator or its Assignee unless it is in writing and signed by Originator or its Assignee.

13. USA PATRIOT ACT NOTICE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

ACCEPTED AND AGREED:

By signing below, Customer and Originator certify that they have reviewed and do agree to all terms and conditions of this Agreement. THIS AGREEMENT HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY BINDING UPON BOTH PARTIES AS OF THE AGREEMENT DATE SET FORTH ABOVE.

Customer: City of Monroe

Originator: Arrow Capital Solutions, Inc.

Customer By:

Originator By:

Customer Name:

Originator Name:

Customer Title: City Manager

Originator Title:

**MUNICIPAL GENERAL CERTIFICATE TO
AGREEMENT NUMBER ACS-01833-0001 DATED April 25, 2022**

The undersigned, being the duly elected, qualified and acting official of Customer holding the title stated in the signature line below, does hereby certify in this general certificate ("Certificate") as of the date below ("Certificate Date") and the date of the Agreement, as follows:

1. If required by applicable law, Customer did, at a meeting of the governing body of the Customer, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced agreement and any amendment or addendum thereto, (together, the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Customer at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Customer relating to the authorization and delivery of Agreement has been: (a) held within the geographic boundaries of the Customer; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Customer, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-Appropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Product under the Agreement has been duly authorized by the governing body of Customer.
5. Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Certificate Date:

Customer: City of Monroe

Customer By:

Customer Name:

Customer Title: City Manager

**MUNICIPAL ADDENDUM TO
AGREEMENT NUMBER ACS-01833-0001 DATED April 25, 2022**

Customer and Originator hereby agree to amend the terms and conditions of the above referenced Agreement (the "Agreement") as follows. Capitalized terms in this Addendum are defined as in the Agreement, unless specifically stated otherwise.

1. **PAYMENTS:** Originator and Customer intend that the obligation of Customer to pay Payments under the Agreement shall not in any way be construed to be a debt of Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Customer, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Customer. The Agreement is a triple net agreement.

2. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to Originator that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto, and if Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Originator, is attached hereto), to execute and deliver this Agreement and Addendum and to carry out its obligations hereunder and thereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (d) the Product will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Product is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay Payments until the end of its current appropriation period, and it intends to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Customer shall comply at all times with all applicable requirements of the Code, and Customer shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement; (g) Customer's exact legal name is as set forth on the first page of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Originator.

3. **INDEMNIFICATION:** To the extent Customer is or may be obligated to indemnify, defend or hold Originator harmless for certain events under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose.

4. **NON-APPROPRIATION:** If sufficient funds are not appropriated to make Payments under this Agreement, this Agreement shall terminate and Customer shall not be obligated to make Payments under the Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event ("Non-Appropriation Event"), Customer shall, no later than the end of the fiscal period for which Payments have been appropriated, terminate use of the Product, return the Product in accordance with the terms and conditions of the Agreement, and deliver to Originator documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the above requirements, has ceased Customer's use of the Product, and has not retained the Product in any form. If Customer fails to perform the above requirements, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to perform the above requirements and for any other loss suffered by Originator as a result of Customer's failure to perform the above requirements as required. Customer shall notify Originator in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the Payments, but failure to provide such notice shall not operate to extend the Initial Term or result in any liability to Customer.

5. **REMEDIES:** In addition to all provisions outlined in the REMEDIES section of the Agreement, upon an event of default under the Agreement, Originator may declare all unpaid Payments and other sums payable hereunder during the current fiscal year of the Initial Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which Originator shall be entitled under applicable law.

6. **LAW:** Notwithstanding anything in the Agreement to the contrary, the Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

ACCEPTED AND AGREED:

By signing below, Customer and Originator certify that they have reviewed and do agree to all terms and conditions of this Addendum and that this Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Addendum shall control. THIS AGREEMENT HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY BINDING UPON BOTH PARTIES AS OF THE AGREEMENT DATE SET FORTH ABOVE.

Customer: City of Monroe

Originator: Arrow Capital Solutions, Inc.

Customer By:

Originator By:

Customer Name:

Originator Name:

Customer Title: City Manager

Originator Title:

EXHIBIT TO AGREEMENT
AGREEMENT NUMBER ACS-01833-0001

DESCRIPTION AND LOCATION OF PRODUCT: Monroe Police Department, 601 South Main Street, Monroe, OH 45050-1418

<u>Quantity</u>	<u>Product Number</u>	<u>Product Description</u>
12	2090640	LIND PA1580-1642 - car power adapter - 120 Watt Mfg. Part#: CF-LNDDC120; UNSPSC: 39121006; Contract: Ohio State Term Schedule CDW-G # 534605 (534605)
13	488805	Panasonic Toughbook Protection Plus - Insurance - 5 years Mfg. Part#: CF-SVCLTNF5Y; UNSPSC: 81112307; Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)
13	6711640	Panasonic Toughbook 55 - 14" - Core i5 1145G7 - vPro - 16 GB RAM - 512 GB S Mfg. Part#: FZ-55F2601VM; Contract: Ohio State Term Schedule CDW-G # 534605 (534605)
12	6976946	HAVIS DOCKING STATION F FZ54 55 Mfg. Part#: HA-55LVDLT0; Contract: Ohio State Term Schedule CDW-G # 534605 (534605)

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING AND SUPPLEMENTING EXHIBIT “1” OF EMERGENCY ORDINANCE NO. 2022-01 TO INCREASE THE NUMBER OF POSITIONS FOR PUBLIC WORKS ADMINISTRATIVE ASSISTANT, ESTABLISH THE POSITIONS AND PAY RANGE OF FINANCE ADMINISTRATOR, BATTALION CHIEF, AND EMS COORDINATOR.

WHEREAS, the City Manager has recommended the increase in the number of Public Works Administrative Assistant and the establishment of the positions of Finance Administrator, Battalion Chief, and EMS Coordinator; and

WHEREAS, Council desires to proceed with the changes as recommended by the City Manager.

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

SECTION 1: Exhibit “1” of Emergency Ordinance No. 2022-01, attached hereto and made a part hereof, is hereby amended and supplemented to increase the number of positions for Public Works Administrative Assistant, establish the positions and pay range of Finance Administrator, Battalion Chief, and EMS Coordinator.

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

Exhibit "1" Ord No. 2022-06

TITLE	CLASS	POSITIONS	PAY GRADE
COUNCIL			
CLERK OF COURTS	C	1	3
CLERK OF COUNCIL	UC	1	1
CITY MANAGER'S OFFICE			
ASSISTANT CITY MANGER	UC	1	10
HUMAN RESOURCES MANAGER	UC	1	7
ASSISTANT TO CITY MANAGER (Econ Dev)	UC	1	6
ASSISTANT TO CITY MANAGER (Clerk of Council)	UC	1	5
HUMAN RESOURCES SPECIALIST	UC	1	5
EXECUTIVE ASSISTANT	UC	1	2
ADMINISTRATIVE SUPPORT CLERK	UC	2	1
DEVELOPMENT			
DEVELOPMENT DIRECTOR	UC	1	9
ASSISTANT DEVELOPMENT DIRECTOR	UC	1	6
PLANNER	UC	1	5
CODE ENFORCEMENT INSPECTOR	UC	1	4
PLANNING & ZONING SPECIALIST	UC	1	3
FINANCE			
FINANCE DIRECTOR	UC	1	9
ASSISTANT FINANCE DIRECTOR	UC	1	7
FINANCIAL OPERATIONS MANAGER	UC	1	7
FINANCE ADMINISTRATOR	UC	1	7
INCOME TAX ADMINISTRATOR	UC	1	6
FINANCE SPECIALIST (Payroll & Accounts Payable)	UC	2	3
FINANCE SPECIALIST (Technology)	UC	1	3
INCOME TAX AUDITOR	UC	2	3
COMMUNITY SERVICES SPECIALIST	UC	3	2
UTILITY BILLING SPECIALIST	UC	2	2
FIRE			
FIRE CHIEF	UC	1	9

ASSISTANT FIRE CHIEF	UC	2	8
FIRE CAPTAIN	UC	1	7
EMS COORDINATOR	UC	1	7
BATTALION CHIEF	UC	3	7
FIRE ADMINISTRATIVE ASSISTANT	UC	1	2
FIRE LIEUTENANT	C	6	UNION SCALE
FIREFIGHTER/PARAMEDIC/EMT	C	34	UNION SCALE
POLICE			
POLICE CHIEF	UC	1	9
POLICE CAPTAIN	UC	2	8
POLICE LIEUTENANT	UC	3	7
COMMUNICATIONS SUPERVISOR	UC	1	5
DISPATCHER	C	8	3
POLICE ADMINISTRATIVE ASSISTANT	UC	1	2
POLICE SERGEANT	C	4	UNION SCALE
PATROL OFFICER	C	26	UNION SCALE
PUBLIC WORKS			
PUBLIC WORKS DIRECTOR	UC	1	9
CIVIL ENGINEER	UC	1	8
ASSISTANT PUBLIC WORKS DIRECTOR	UC	1	7
PUBLIC WORKS SUPERINTENDENT	UC	2	6
GIS ANALYST	UC	1	6
ENGINEERING TECHNICIAN	UC	1	4
PUBLIC WORKS ADMINISTRATIVE ASSISTANT	UC	2	2
LABORER	UC	8	PT
PUBLIC WORKS CREW LEADER	C	6	UNION SCALE
OPERATOR/LABORER	C	20	UNION SCALE

CLASS: C= CLASSIFIED UC= UNCLASSIFIED

Pay Grade	Pay Ranges			
	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
10	\$ 100,114.89	\$ 140,160.84	\$48.13	\$67.39
9	\$ 93,440.56	\$ 130,825.66	\$44.92	\$62.90
8	\$ 87,209.71	\$ 114,195.28	\$41.93	\$54.90
7	\$ 70,956.29	\$ 99,671.41	\$34.11	\$47.92
6	\$ 64,060.22	\$ 89,684.31	\$30.80	\$43.12
5	\$ 55,434.60	\$ 77,608.44	\$26.65	\$37.31
4	\$ 50,999.83	\$ 71,399.76	\$24.52	\$34.33
3	\$ 46,565.06	\$ 65,191.09	\$22.39	\$31.34
2	\$ 44,436.38	\$ 62,210.93	\$21.36	\$29.91
1	\$ 31,597.72	\$ 44,347.68	\$15.19	\$21.32
PT	\$ 11,086.92	\$ 17,739.07	\$10.66	\$17.06

Finance Administrator

2022 Budget: \$50,000 (previously included in 2022 Appropriations & 5 year forecast)

2023 Budget: \$120,000 (previously included in 5 year forecast)

Responsible for managing all accounting activities for the City and will oversee the annual audit. Maintain written policies and procedures for all general accounting processes ensuring compliance with Generally Accepted Accounting Principles (GAAP) and government accounting requirements, as well as ensure the integrity of internal controls. Assist in the preparation of the Annual Comprehensive Financial Report, Budget Document, 5 year Forecast, and Monthly Financial Reports. Manage and maintain the integrity of the financial system, as well as recommend and monitor modifications of financial systems and procedures.

PW Administrative Assistant

2022 Budget: \$33,750

2023 Budget: \$81,000

Provide administrative support for the Public Works department with a heavy focus on the Engineering division. We have experienced a higher demand on our Engineering division due to growth in the City as well as EPA mandates and our Right of Way ordinance. Permitting is at a much higher volume than was previously required. Additionally, this position will provide relief to the Superintendents and current Administrative Assistant as they have been struggling to keep up with the increased volume of administrative work due to the overall growth of projects, service levels and staff in all PW divisions.

Battalion Chief (3)

2022 Budget: \$200,000

2023 Budget: \$500,000

24-hour command and staff oversight position. Supervises and evaluates the six Lieutenants, coordinates special events, inspections, projects, and manages day-to-day operations. Acts as the Incident Commander on all major calls for service including fires, hazardous materials incidents, entrapment car crashes, and technical rescue incidents. Manages major incident mutual-aid resources, determining when and how those resources are managed.

EMS Coordinator

2022 Budget: \$60,500

2023 Budget: \$145,000

A 40 hour command position. Manages the EMS operations including the EMS protocols, EMS skills testing, the Quality Assurance and Quality Improvement (QA/QI) program and EMS reporting and billing. Responsible for conducting in-service EMS training for personnel and ensuring the department maintains the designation of a continuing education site.

THOMAS L. SMITH

LOCAL GOVERNMENT
ADMINISTRATION

3909 Chatsworth Dr.
Mason, OH 45040
801-473-6771
tlsmith6771@gmail.com
www.linkedin.com/in/tom-smith-89784349/



Thirteen years local government experience in public policy, finance and budget, building and zoning, public human resource management, and community and economic development. Highlights of positions held include City Manager, Assistant City Manager, Justice Court Administrator, Building and Zoning Department Director, and Emergency Manager.

EXPERIENCE

ASSITANT CITY MANAGER, LOVELAND, OHIO

JUNE 2018-PRESENT

Manage, direct and coordinate the city's planning and community development programs, including tax abatement incentive programs; coordination economic development activities to retain, attract, and advance new business growth; collaborate with various citizen and business groups to create and implement neighborhood revitalization programs. Assist with the preparation and administration of the city's Operations and Capital Improvements budget. Develop policies, procedures, and processes for city-wide management activities and operations; present recommendations to the City Manager for legislative action. Serve as staff representative on a variety of boards and commissions. Direct all human resource activities and aid in negotiations with the Police Department Collective Bargaining Agreements. Acted as the staff representative to the Planning and Zoning Commission, and Board of Zoning Appeals.

CITY MANAGER, SOUTH WEBER CITY, UTAH

JANUARY 2016 – JANUARY 2018

Responsible for all city operations including, police, fire, economic development, planning and zoning, recreation, parks, public works, utility billing, and finance. Managed the preparation, development, and administration of the city's budget; including the preparation of financial forecasts; monitored revenues and expenditures; negotiated development agreements and contracts. Apprised the City Council on the affairs and financial conditions of the city; provided recommendations for legislative action on the present and future planning, policy making, and operational strategies of the city. Monitored all human resource management activities. Organized and administered the city's emergency management plan.

ASSITANT CITY MANAGER, SOUTH WEBER CITY, UTAH

JULY 2014-JANUARY 2016

Executed full compliance with Federal Employment Laws: FMLA, FLSA, ADA, and ACA. Managed the administrative budget and accounts receivable. Administered and maintained the City's risk management program. Maintained the city's social media communications including the city's website, Facebook page, and Twitter account. Coordinated the city's primary and general municipal elections; prepared and published City Council meeting agendas and packet information. Acted as parliamentarian for compliance of open and public meetings laws. Drafted and presented Resolutions and Ordinances. Supervised the dissemination of public records under state law. Verified the completion and issuance of performance bonds for newly constructed developments.

EDUCATION

Master of Public Administration
Local Government – May 2013
Hinckley Institute of Politics
University of Utah, Salt Lake
City, UT

Bachelor of Science
Criminal Justice – Dec. 2005
Utah Valley University, Orem,
UT

Associate of Science
Social Science – Dec. 2001
Snow College, Ephraim, UT

PROFESSIONAL MEMBERSHIPS

International City Managers
Association
Member since 2014

Ohio City/County Management
Association
Member since 2018

Cincinnati Area Managers
Association
Vice President Member since
2018

CERTIFICATIONS

ICMA Credentialed Manager
(pending approval)

National Incident Management
Systems (NIMS):

ICS 100-300;
IS 100pwb, hcb, fda, leb;
IS 700-800; IS 701a; IS 706;
EO930

PROFESSIONAL QUALIFICATIONS AND ACCOMPLISHMENTS

Facilitated numerous residential and commercial development projects, including the development of a thirty-lot subdivision involving a TIF district, annexation, the upsizing of infrastructure, and zoning amendments for the future site of HOMEARAMA 2022 – September 2022

Directed a complete revision of the city's Comprehensive Master Development Plan – March 2022

Managed, coordinated, and tracked the use of CARES and ARPA funds, including the filing of all required state and county reports – April 2020 – December 2021

Completed the implementation, installation, and monetization of "SMART City" Wi-Fi network infrastructure for the City of Loveland Downtown District - October 2020

Assisted in the planning, development, and financing for the construction of a 272-stall parking facility – May 2020

Managed and oversaw the completion of a Downtown Master Plan for the City of Loveland's Downtown District – September 2019

Created and implemented Residential Occupancy Inspection legislation pertaining to the governance of rental dwellings – August 2019

Assisted with the creation of a Designated Outdoor Refreshment Area (DORA) - February 2019

Conducted a variety of municipal code amendments including zoning map and text amendments related to PUD's, a comprehensive rewrite of the city's subdivision regulations, Historic Preservation Design Guidelines, buffer yards and landscaping, property maintenance code to accompany the IPMC – November 2018 to Present

Refunded a \$2,900,000 Water Revenue Bond to save \$494,902 in gross savings, \$287,501 in net present value, and increased the City's bond rating from "A" to "A+" – December 2017

Devised an alternative source of revenue in a Transportation Utility Fund and Fee to supplement Class "B" and "C" road funds in the state of Utah – June 2017

Coordinated the preparation and creation of analysis for impact fee adjustments and utility rate studies, including business licensing fees – June 2016

Conducted risk assessments for Operable Units (1-4) with HAFB, EPA, and

the UDEQ for soil plum contamination of arsenic - July 2014 through January 2018

Established five-year strategic plan for the completion of capital projects – February 2017

Directed and organized the restructuring and transition of the City's Fire Department from volunteer to part-time status; including the receipt of state EMS AEMT licensure, memorandum of understanding for wildland protective services, and entered into a community wildfire protection plan agreement with the Utah Division of Forestry, Fire, and State Lands – October 2016

Established a curriculum for the performance of organizational employee development comprising of merit systems, recruitment, examination, job classification, orientation training, discipline, and promotion – September 2016