CITY OF MONROE OHIO

Monroe Council Agenda
Regular Meeting of Council
August 22, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of August 8, 2023

Visitors

Committee Reports

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

Old Business

New Business

Emergency Ordinance No. 2023-19. An Ordinance repealing Ordinance No. 2022-30 and adopting certain policies that are legislative in nature related to staff benefits, compensation, accrued leave, and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure

Background: In an effort to simplify the format of city policies and make amending a policy easier, we are repealing the previously adopted Personnel Policy Manual and adopting individual policies. In addition, the policies have been separated into Legislative and Administrative categories. The Legislative policies are those that address staff benefits and compensation and require approval of City Council. Administrative policies will be approved by the City Manager. The request for declaring an emergency will only impact the dispatcher hourly shift bonus. With the original presentation of this item occurring back in June, the administrative process on the back end to recategorize policies and make necessary changes took longer than expected which is the reason for requesting this ordinance be adopted as an emergency.

Consideration of Motion authorizing the expenditure of $28,992.39 to CDW-G for network switches for the City building.

Strategic Priority: Well Managed Services and Infrastructure

Background: Our current network switches are eight to nine years old, with one of the switches being in the beginning stages of failure. Network switches are recommended to be replaced every five to seven years, and are part of the core backbone for everything information technology. If failure were to occur, we would be looking at extended downtime because the switches require at least one week lead time for purchase and several days of configuration prior to physical installation. It is our recommendation that we proactively replace the current Netgear switches with the newest corresponding model of switches to prevent potential down time and allow for increased security due to availability of new firmware updates. This replacement would also be the beginning step in a city wide hardware refreshment schedule.

Consideration of Motion authorizing the expenditure of $300,840 to Southwest Ohio Computer Association for Phase One of the Fiber Connectivity.

Strategic Priority: Well Managed Services and Infrastructure

Background: The City's Agreement with SWOCA (South West Ohio Computer Association) includes sharing of existing fiber assets and the extension of additional fiber assets that are intended to improve connectivity for the City, its residents, and its business community. This expenditure is for the first fiber connection, which will run to the east down SR 63. The extension will extend the City's existing fiber system through Encore Logistics Park (which is included in our JEDD with Turtlecreek Township), loop back to Union Road, and connect with an existing ISP (Internet Service Provider) further down SR 63. We expect to refine the ISP connection further as construction progresses on this phase.

Administrative Reports

Adjournment

CITY OF MONROE OHIO

Monroe Council Minutes
Regular Meeting of Council
August 8, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council with the Pledge of Allegiance at 6:31 p.m.

Roll Call

Council members present: Marc Bellapianta, Kelly Clark, Jason Frentzel, Keith Funk, Michael Graves, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of July 25, 2023; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Visitors

Darlene Richey expressed concern about the cost of the permit for the concrete assessment project. She used her credit card to pay for this permit and requested that she not only receive her money back for the permit, but also for her credit card interest.

Terry Turner felt that the current concrete assessment project is not the same as in previous years because he is being required to replace eight feet of curb and this amount was not required previously.

Mr. Morton explained that in past years a previous employee permitted smaller sections to be repaired, which would cause the curb to fail sooner.

Mrs. McElfresh understood that the residents were shocked over the estimates for the concrete repair, which are not final figures. Mr. Morton indicated this is correct and explained that the first letter is sent out with the estimate and, if a permit is pulled within that 90 days given to the property owners to complete the work themselves or with their own contractor, they will not be included in the bid process the City will go through. Once the bid is awarded we will send out another letter to the homeowners that has the actual cost. We want the estimate to go out on the high side to err on the side of caution and includes prevailing wage rates.

Mrs. McElfresh asked if during the bid process those that already have the repair work completed are included. Mr. Morton explained that if it is under permit that property would be removed. You already know to take that amount off. We will tell the contractor in the pre-bid meeting this is the amount of footage that is unfinished at the time of the bidding process. Mrs. McElfresh did not want the City's contractor billing the City for work that is already completed. Mr. Morton advised that the bid will be based on the square footage that is not completed.

Committee Reports

Mrs. McElfresh reported that the Public Works Committee met and discussed the permit fee and their recommendation is in the form of legislation on the agenda.

Old Business

Ordinance No. 2023-17. An Ordinance amending the Planned Unit Development Agreement by and between the City of Monroe, Janet Majors, Donald Garver, and Elaine Garver to permit and allow used or new automotive sales and automobile service stations on a portion of a certain parcel further described herein.

Mrs. Waggaman noted there have been no changes since the first reading.

The Clerk of Council read Ordinance No. 2023-17 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-17; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 47-2023. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and KZF Design for the creation of a Downtown Master Plan.

Mrs. Waggaman stated the Historic Preservation Commission recommended that Council accept the proposal from KZF Design for the creation of a Downtown Mater Plan.

The Clerk of Council read Resolution No. 47-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 47-2023; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Emergency Ordinance No. 2023-18. An Ordinance supplementing Section 1022.05 of the Codified Ordinances of the City of Monroe to eliminate the requirement of a deposit for a permit associated with a City initiated assessment project, provide for a refund, and declaring an emergency.

Mrs. Waggaman reported this Ordinance was discussed by the Public Works Committee and it was recommended to not require a $500 deposit for City initiated assessment projects.

The Clerk of Council read Emergency Ordinance No. 2023-18 by title only.

Mr. Frentzel asked about the timeline is for reimbursement of those that have already purchased the $500 permit. Mr. Burton replied that he expects to get the checks mailed for $450, which equals the deposit less the $50 permit fee, this Friday.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2023-18 and authorize its adoption on the first reading; seconded by Dr. Clark. Voice vote. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2023-18; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Administrative Reports

Tom Smith, Director of Development, referred Council to his report on the legislation for medical marijuana. Right now the legislation is drafted to having no more than four dispensaries and it is being proposed that all medical marijuana facilities be considered a conditional use. Mr. Smith asked Council to consider what they would like to see as the fees.

Mayor Funk is of the opinion that these uses be considered a conditional use and not increase the fees until we see what kind of an impact they have on the City. Right now, they are well kept buildings and no issues. Mayor Funk didn't want to add further restrictions.

Mr. Frentzel did not have an issue treating them as any other retail business would be treated.

Dr. Clark stated that recently enough signatures were obtained to put the legalization of marijuana on the ballot and this could change the whole landscape. Dr. Clark would like to extend the moratorium when it expires in October and, if the legalization of marijuana passes in the Monroe precincts, Council will then get an idea how the electors in Monroe feel.

Mr. Graves clarified that when he brought this up it had nothing to do with legal or not legal and medical or not medical. He wished we didn't have them, but Monroe is the only City around us to not take an initiative. If Council would have done what all the other cities around Monroe did we would not be discussing this.

Dr. Clark pointed out that the City would benefit from the taxes significantly and felt they could be responsible members of the business community like they are now.

Mr. Graves would rather see time, effort, and funds towards different businesses for the residents.

Mr. Frentzel prefers to continue to work on legislation providing the ability of Council to limit these businesses after the general election.

Mayor Funk recognized Gabe Kliemann in the audience. In working towards being an Eagle Scout one must have a project that benefits the community. Mr. Kliemann proposed placing a box at the

City Building and at the State Route 4 Fire Station so that old, worn American Flags could be placed so they could be properly destroyed.

Mayor Funk moved to allow the placement of the boxes at the City Building and State Route 4 Fire Station; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Executive Session

Mrs. McElfresh moved to adjourn into executive session to discuss the appointment of a public employee; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 7:15 p.m.

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

Council reconvened into regular session at 8:40 p.m.

Adjournment

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

The regular meeting of Council adjourned at 8:40 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY ORDINANCE NO. 2023-19

AN ORDINANCE REPEALING ORDINANCE NO. 2022-30 AND ADOPTING CERTAIN POLICIES THAT ARE LEGISLATIVE IN NATURE RELATED TO STAFF BENEFITS, COMPENSATION, ACCRUED LEAVE, AND DECLARING AN EMERGENCY.

WHEREAS, Council adopted Ordinance No. 2022-30 as a Personnel Policy Manual; and

WHEREAS, the majority of said Manual is administrative in nature and Council should only approve certain policies that are legislative in nature specifically policies that have an impact on appropriations.

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

SECTION 1: The following policy for Funeral Leave is hereby adopted:

"**2-1 Funeral Leave**.

a. Any regular full-time employee may request and be granted usage of funeral leave, upon approval of the Department Head or 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, mother-in-law, father-in-law, child (including step-child), spouse (including domestic partner), grandparents, siblings, grandchildren, stepparents, stepchildren, set 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 approval of the Department Head or designee, for a maximum of three (3) days in the event of a death of the following members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouses' grandparents, aunt, or uncle.

c. One (1) day of funeral leave may be granted by the Department Head or designee for the death of any legal relative or member of the employee's household other than those listed above.

d. Additional days off may be granted by the Department Head or designee to the days provided above. Additional days approved shall be deducted from the from the employee' s sick leave balance. If the employee does not have a sufficient sick leave balance to cover the additional days off, use of vacation or personal time may be approved by the Department Head or designee.

e. When an employee is on pre-approved scheduled leave and has a death in the family that falls within the scope of this policy, the employee may be permitted to change the pre-approved leave to funeral leave. If approved, the paid time off (PTO) previously scheduled will be credited back to the employees PTO bank.

f. Employees may be required to submit proof of death, such as an obituary, to receive paid funeral leave in accordance with this policy."

SECTION 2: The following policy for compensation, hours of work, temporary assignment, and miscellaneous leave is hereby adopted:

"2-2 Compensation, Hours of Work, Temporary Assignment, and Miscellaneous Leave.

2-2 (a) Compensation

1. City Council will adopt a compensation plan that will govern the compensation of all employees not covered by a collective bargaining agreement. Bargaining unit employees shall be compensated according to the provisions in the applicable collective bargaining agreement.

2. Non-bargaining unit employees will advance through their pay grade by way of a combination of period general base wage increases and/or merit increases as determined by the City Manager. Merit increases may be awarded to employees based upon performance as identified through an annual performance evaluation system and within the budgetary allotment approved by City Council.

3. Non-bargaining unit employees who are at rates of pay that are at or exceed the maximum rate for their pay grade shall receive no base or merit increase until their rates of pay no longer exceed the maximum rate. However, an employee who is at a rate of pay that is at or exceeds the maximum rate for his/her pay grade may receive an increase in a lump sum amount that is not intended to increase his/her base rate of pay as determined by the City Manager. Lump sum payments may be a percentage (%), or a flat dollar amount.

4. Employees who are required to maintain certain qualifications over and above the minimum requirements for the position (e.g., bilingual, specialized degree or certification, etc.) may be provided an additional stipend either as a flat hourly rate, a percentage, or a lump sum as determined appropriate by the City Manager. Employees, who may be assigned additional job duties for a limited time by the City Manager, may be provided an additional stipend either as a flat hourly rate, a percentage, a lump sum, non-FLSA compensatory time or other means as determined appropriate by the City Manager.

5. Effective January 1, 2023, Executive level employees will receive a yearly contribution, as defined by City Council, into a qualified deferred compensation plan of the employee's choice.

6. Effective August 6, 2023, a full-time employee holding the position of Dispatcher or Communications Supervisor 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. This shift bonus will not apply to employees assigned to a shift that overlaps shifts, such as a shift that overlaps first and second shift.

2-2 (b) Hours of Work

1. Offices of the City of Monroe are generally open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for specified holidays. The various departments may have different operating hours due to the nature of their work. Your supervisor and/or Department Head will notify you of your appropriate starting time and quitting time.

2. The Fair Labor Standards Act mandates that non-exempt employee be compensated at a rate of one and one-half times their regular rate of pay for all time worked in excess of 40 hours in a workweek. These rules are different for fire & police. Employees are not permitted to work before or after their work shift or during their unpaid lunch period or take work home without your supervisor's knowledge and permission. All overtime must be authorized by the Department Head or designee in advance of the overtime being worked.

3. Non-exempt employees are not required, or expected, to read, create and/or respond to work email without express consent of the Department Director, in which case time spent doing so will be recorded as time worked.

4. Exempt employees are not eligible for overtime. The Department Director and /or City Manager may permit an exempt employee to vary his/her work schedule.

2-2 (c) Temporary Assignment

1. A temporary assignment is defined as the assignment of an individual employee to a classification different from his/her own, which has substantially different duties than the employee would normally perform. A temporary assignment shall be implemented by the City to meet the operational needs of the various departments due to illness, emergencies, or special circumstances. It shall not be used for disciplinary purposes.

2. An employee temporarily assigned to a position with a lower rate of pay shall not be reduced in pay. An employee temporarily assigned to a position with a higher rate of pay should be advanced to whichever is the greater of the following: (1) the minimum rate for the position to which he/she has been temporarily assigned; or (2) a rate of pay, which is at least five percent (5%), greater than his/her current rate of pay. No temporary increase will exceed the maximum rate of pay established for the position assumed.

3. In order to receive a temporary increase, an employee must be temporarily assigned by the City Manager the full duties and responsibilities of the higher-level position for two (2) weeks or longer. Temporary assignment of partial duties and responsibilities of the higher-level position will not qualify an employee for a temporary increase. Also, an employee who is temporarily assigned partial duties and responsibilities of a lower-level position will not be eligible for additional compensation.

2-2 (d) Personal Leave

Full-time employees shall be entitled to two (2) paid personal days per year. Personal Leave shall be approved by the employee's Supervisor. The granting of personal leave requests shall be subject to the scheduling needs of the City. Employees may carry over up to 16 hours of personal leave from one year to the next. Personal Leave shall be charged in the minimum amount of two (2) hours. There shall be no pay out of personal leave at the time of separation from employment.

2-2 (e) Flex Time

The City may utilize "time off' or flexible hours in order to avoid having employees work in excess of their regular number of hours in a workweek. Flextime scheduling must be reasonable and must be approved by the Department Head or designee. This policy is not designed to prohibit overtime; rather, its purpose is to help the departments avoid unnecessary overtime, to the extent it can do so and still provide requisite levels of service. The flex-time arrangement must be for a specified period of time and must not unduly disrupt the City's work scheduling or service to the public.

2-2 (f) Compensatory Time

The City may allow an employee to accumulate compensatory time in lieu of overtime pay. Flextime is encouraged over Compensatory Time. An employee may accrue a maximum of 40 hours of compensatory time during a calendar year. Compensatory time may be carried over from one year to another. Accumulated compensatory time may be cashed out once per year. This paragraph does not supersede language in any collective bargaining agreement that includes compensatory time.

2-2 (g) Witness or Jury Duty

1. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee's regular scheduled working day, all compensation for such duty must be reimbursed to the city.

2. The Employee will be expected to report for work following jury duty, if 3 or more hours remain during his /her scheduled workday.

   A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

   B. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, etc., when the case is being heard in connection with the employee’s personal matters. Such absences shall be considered leave without pay, personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the City Manager.

   C. Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay.”

SECTION 3: The following policy for sick leave is hereby adopted.

"2-3 Sick Leave.

a. A regular full-time employee may request sick leave for absences resulting from illness or injury as described below, provided they follow the policy outlined in this Section. Sick leave may be requested for the following reasons:

1. Illness or injury of the employee or a member of his immediate family requiring the employee's personal care and attendance.

2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

3. Medical, dental, or optical examinations or treatment of an employee or a member of his immediate family.

4. Pregnancy, childbirth, and/or related medical conditions; or

5. Any other reason that would fulfill the requirements of the Family and Medical Leave Act.

The Family Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. For additional information and guidance on the FMLA, please refer to policy 1-13 FMLA Policy.

For purposes of this policy, "immediate family" is defined as only: mother, father, mother in-law, father in-law, brother, sister, child (including stepchild), spouse or significant other (including a domestic partner), grandparent, grandchild, legal guardian, or other person who stands in the place of a parent, or other person with the approval of the City Manager or designee.

b. The City maintains the right to investigate any employee's absence. Employees may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the employee as required by the City Manager or designee.

c. Sick leave is accrued at a rate of one and one-quarter workdays with pay for each completed month of service (10 hours per month), unless otherwise modified by a collective bargaining agreement.

d. Accrued but unused sick leave shall not be paid upon separation from employment, except as specifically provided in this Section.

e. Part-time, seasonal, student, temporary, or other non-permanent employees do not accrue sick leave.

f. Any employee requesting sick leave must inform his supervisor of the fact at least 1 hour before the start of his work period. The employee must give the reason for his sick leave and location of convalescence, if different than the home address, and must indicate when they believe they will be able to return to work. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry which the City Manager deems necessary.

   If it is believed that the employee is going to be off for an extended period of time, the supervisor should advise the employee that they may need a medical certification.

g. Sick leave longer than 3 working days is permitted subject to availability of accrued sick leave time and a statement from your attending licensed and actively practicing physician or nurse practitioner which certifies the nature of the illness or injury, the date seen, work restrictions, and the expected return to work date. Such statement must be received by the Human Resources Department not later than 6 working days after the onset of the illness or injury. In-patient admission to a local hospital will qualify as medical notice, provided it contains the nature of the illness or injury, the date seen, work restrictions, and the expected return to work date. If the sick leave meets the eligibility criteria of FMLA or the employee requests the sick leave to be covered under the FMLA, the procedures outlined in policy 1-13 (FMLA Policy) shall be followed.

   1. If an employee sought medical attention for any authorized use of sick leave, as set forth in subsection (A) of this policy, he/she must submit to the Human Resources Department, a medical practitioner's statement indicating the date and nature of the visit and name of patient, if other than employee.

   2. Sick leave requests for the scheduled workday immediately before or after, or on a holiday or immediately before or after vacation may be thoroughly investigated and only approved with satisfactory documentation by the City Manager or designee.

h. Vacation leave and personal leave (if applicable) may be used for sick leave purposes after sick leave is exhausted, at the employee's request and with the approval of the City Manager or designee.

i. Payment:

   1. Sick leave shall be charged in minimum amounts of 2 hours, or the employee's accrual balance if said balance is less than 2 hours.

   2. Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they were working.

   3. If sick leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next paycheck.

j. Abuse:

1. Altering a physician's certificate or falsification of a written signed statement shall be grounds for immediate discharge.

2. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action or discharge in accordance with policies outlined in this manual.

3. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Employees are expected to be in their homes or hospitalized while on sick leave due to illness unless on a medical-related errand or at an appointment.

k. Sick Leave Buy Back Policy

An employee who acquires 800 hours of sick time may on an annual basis sell back hours in excess of 800 hours, subject to the following conditions:

- Only 120 hours may be sold back annually.
- Hours will be paid at 50% of the employee's rate of pay on December 31st.
- Buy back must be requested by December 1st annually.
- Employees will be paid in the pay period containing December 31st; and
- This program is voluntary.

l. Sick Leave Conversion at Retirement/Resignation

1. All employees, at the time of their retirement or resignation in good standing, with 10 or more years of full-time service with the City are eligible to receive payment of their available and unused sick leave balance up to a maximum of 800 hours per the conversion stated below:

    - Up to 600 hours shall be paid at 25% of the Employee's rate of pay at retirement or resignation.
    - Hours in excess of 600 up to 800 shall be paid at 33% of the Employee's rate of pay at retirement or resignation.

2. Employees are not required to receive payment for sick leave upon resignation, as they may elect to transfer their balance to another public employer per ORC Section 124.38.

3. Available but unused sick leave shall not be paid upon separation from employment except as specifically provided in this Section.

4. The city will take prior service with any state or political subdivision of the state into consideration when the employee, at the time of their retirement, in good standing, does not have 10 or more years of full-time service with the City of Monroe. For the purpose of this policy, retirement shall be defined as the employee officially collecting retirement income from the applicable pension the employee contributes to."

SECTION 4: The following policies for training, certifications, travel, and tuition reimbursement are hereby adopted.

"2-4(a)Training, Certifications, and Travel.

1. The City has a culture that promotes, supports, and emphasizes the importance of training. Employees are encouraged to take advantage of available training opportunities to further enhance skills necessary to perform the position held and to upgrade skills in order to qualify for promotional opportunities.

2. In addition, each employee is responsible for maintaining individual knowledge, skills and abilities necessary to perform their job, including upgrading skills necessary to meet technology changes. The City will facilitate those efforts and provide training as needed and deemed appropriate. Training will occur on-the-job and/or via webinar or seminar.

3. Employees may be required to attend job-related training programs, courses, work shops, seminars, conferences, etc. If the City assigns an employee to attend such training or approves a specific request to attend such training, the expenses incurred shall be paid by the City. The City will not; however, pay for training when it has not been pre-approved, and/or was taken voluntarily and/or is not related to the employee's job duties. If a training is taken voluntarily and/or is not job related but was pre-approved by the City for the employee to attend, all costs will be incurred by the City.

4. An employee may request that the City provide additional training to upgrade performance levels in his/her current position or in preparation for anticipated vacancies. Such training may be considered by the City and must be pre-approved before such training is scheduled or administered.

5. Employees holding required certifications for their job are expected to maintain those certifications and keep their credentials in good standing. An employee who does not maintain a required certification will be subject to disciplinary action, up to and including termination. The City will approve and assume all costs, as appropriate, for training needed to renew a required certification.

6. In the event an employee receives approval and fails to attend a scheduled training, seminar, conference, class, etc. thee employee shall repay any costs that were paid by the City. Such costs will be repaid through payroll deduction. The City Manager may waive this repayment requirement. Determination to waive or not waive the repayment will be handled case by case and will depend on the specific details of the situation that led to the employee not attending.

7. Time spent in attendance in lectures, meetings, training programs, and similar activities that are required by the City and/or the employee was approved to attend, shall be considered as time worked and will be considered compensable. When an employee is required to travel, and such travel occurs within the same workday, travel time is considered compensable, including required travel that occurs prior to and/or after the employee's normal shift time. There will be a normal deduction usual mealtime. Exempt employees will be paid their regular

salary for weeks in which there is travel. Associated with training. Non-exempt employees shall be paid for travel time in accordance with Federal and Ohio wage and hour laws. Nothing in this paragraph prohibits the City from flexing an employee's work schedule during a week involving travel, such as shortening a different shift during the week to account for the extra travel time.

8. When an employee incurs an overnight stay on City business, time spent traveling and time spent overnight on official City business shall not be considered time worked for purposes of calculating overtime, except to the extent that the time intersects normal working time or to the extent the employee is doing actual work.

9. Employees who drive their personal vehicle for travel related to training, seminars, conferences, etc. may submit for mileage reimbursement. Employees will be paid at the current IRS Mileage Reimbursement Rate."

"2-4(b) Tuition Reimbursement.

The City will reimburse up to a maximum of $5,200 per year incurred by an employee for City Manager-approved continuing education through an accredited program that either offers growth in an area related to his current position or might lead to promotional opportunities. Courses include college credit courses, continuing education unit courses, seminars and certification tests. Employees must earn a passing grade of "B" or its equivalent or obtain certification to receive any reimbursement.

Expenses must be validated by receipts, and a copy of the final grade card or certification must be presented to show hours or certification received. In the event the employee resigns, retires, or is terminated for any reason within three years (each year represents 365 calendar days) from receipt of this reimbursement, the employee shall be required to repay the City a prorated amount as follows: 1 year- 75%; 2 years - 50%; 3 years - 25%.

2-4(c) Expense Reimbursement/Allowances.

1. Employees of the City are to receive reimbursement for expenses incurred while traveling on official City business. Employees are eligible for expense reimbursement only when travel has been authorized by the City Manager or designee.

2. When considering any employee request for job-related travel, the City will consider the special needs of an employee with a medical condition that affects the employee's ability to travel.

3. The following items are reimbursable, subject to the regulations contained herein and compliance with the procedures:

   A. Mileage, Parking and Tolls:

      i. Employees shall be reimbursed for actual miles, while on official City business, at the Internal Revenue Service's approved rate, when using their personal vehicle. Use of personal vehicles for City business will not be authorized when a city-owned vehicle is available for use. Such payment is considered to be total reimbursement for all vehicle-related expense (e.g., gas, oil, depreciation, etc.). The city encourages and may require employees traveling to the same destination to carpool.

ii. Mileage reimbursement is payable to only 1 of 2 or more employees traveling on the same trip, in the same vehicle. Rental of a vehicle is not reimbursable without prior approval of the Department Head.

iii. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

iv. No expense reimbursements are paid for travel between home and office.

B. Meals: Expenses incurred for meals while on official City business, will be reimbursed at a per diem rate based on gsa.gov. An employee is eligible for such reimbursement only when travel has been authorized by the Department Head or designee.

C. Overnight Trips: Expenses covering the actual cost of a hotel room will be reimbursed in full when an employee travels out of the City on official City business and will be reimbursed only with prior authorization of the Department Head or designee.

D. Use of Private Vehicles: The City Manager, upon recommendation of the Department Head, may approve the use of an employee's private vehicle for official City business. If an employee is routinely required to use his/her car in the performance of official duties for the city, he/she may receive either a monthly car allowance or be paid mileage for the use of his/her car on official City business, at the approved rate per mile actually driven on official City business. Other arrangements at lower levels of reimbursement may be necessary to meet particular situations. Agreements should be reached in advance and must be approved by the City Manager.

E. Use of Passenger Vehicles by Senior Officials: The City Manager may authorize certain employees to drive a city-owned or leased vehicle to and from their residence, and for uses which are primarily for government business.

F. Entertainment: Entertainment expenses shall not be reimbursed by the City except in those circumstances where entertainment expenses are required in the proper performance of a job assignment as approved in advance by the Department Head and/or City Manager. Entertainment expenses shall be closely scrutinized and shall never be considered reimbursable without the proper approval of the Department Head and/or City Manager.

4. The following items are not subject to reimbursement:

    1. alcoholic beverages.
    2. entertainment (e.g., room service, in-room snacks, in-room movies, etc.) other than that required in performance of job duties and responsibilities.

5. Expense reports shall be filed by employees detailing all costs with receipt attached.

6. Department heads are responsible for reviewing and approving personal expense reports of employees within their department to ensure the accuracy of the information provided and compliance with the provisions of this policy.
7. Recording information in error, providing misinformation, any violation of this policy, or negligence in the review of expense reports will delay reimbursement and may subject an employee/department head to disciplinary action.

8. The Finance Department will review all Personal Expense Statements and process only those reimbursements in compliance with this policy. An improper claim for reimbursement and/or a claim for reimbursement without a receipt will be returned to the appropriate department head. The Finance Department will not process or pay any portion of a request for reimbursement that is incomplete or contains an error.

9. Receipts: Receipts are required for all reimbursable authorized expenses."

SECTION 4: The following policy for vacation is hereby approved.

"**2-5 Vacation.**

a. This policy applies to full-time employees not covered by a collective bargaining agreement (CBA). Employees who are covered by a CBA should review their applicable contract for the appropriate information on vacation.

Only full-time employees are eligible for vacation leave.

Employees shall be granted vacation according to the following schedule:

<5 years of service: 3.0770 (80 hours/26 pays)

5-9 years of service: 4.6154 (120 hours/26 pays)

10-14 years of service: 6.1539 (160 hours/26 pays)

15-19 years of service: 6.9231 (180 hours/26 pays)

20 r more years of service: 7.6924 (200 hours/26 pays)

Employees may carry a balance equal to their accrual rate for one year in addition to their current year accrual.

The City Manager may take prior service/experience into consideration for newly hired employees and place them accordingly on the above scale.

b. *Scheduling and Approval*

1. Vacation scheduling is subject to the approval of the employee's supervisor and/or the Department Head and is also subject to the operational needs of the various departments/divisions of the city, with regard for seniority and the employee's preferences.
2. While due consideration for individual employee convenience may be given, the needs of the City in scheduling workloads shall be the controlling criterion.
3. Vacation leave is to be taken in minimum units of 2 hours and must be requested and approved through the City's leave request system prior to the time being taken.
4. Employees entitled to three (3) or more weeks of vacation per year shall not take more than 2 weeks of vacation at any one time except with permission from the City Manager.

c. *Payment for Unused Vacation Leave*.

1. Employees separating employment with the City due to resignation, retirement, or layoff shall be paid for all accrued and unused vacation leave to his or her credit at the time of separation, provided the following has occurred.

    A. The employee has successfully passed any applicable probationary period.
    B. The employee is not dismissed for cause.
    C. The employee has given proper notice of separation to the employer.
    D. The employee has returned all City property.

d. *Vacation Leave Buy Back*

Employees shall have the option to submit for vacation buy back 50% of their annual vacation accrual up to 80 hours per calendar year. Buy back will be paid at the employee's straight time rate and will be payable within thirty (30) days from approval of the request. The City Manager may suspend this benefit, at his sole discretion, should the City's cash flow needs dictate."

SECTION 6: The following policy for sick leave donation is hereby adopted.

"**2-6 Sick leave donation.**

a. Employees may experience a personal crisis or family emergency and need additional time off in excess of their available accrued leave. To assist employees in these situations eligible employees may donate sick leave from their unused balance to co-workers pursuant to the policy set forth below. This is strictly voluntary.

b. Employees who donate sick leave must be employed with the City of Monroe for a minimum of one year.

c. Employees requesting to receive donated sick leave from their co-workers must meet the following:

    1. A medical condition of the employee or immediate family member (see below) that will require absence of the employee from duty that will result in a loss of income to the employee because of the employee's lack of available paid leave.

Immediate Family Member shall be defined as a spouse (including a domestic partner), parents, and children (including stepchildren).
Please note that the definition of Immediate Family Member to receive donated sick time differs from the definition of immediate Family Member to use your own accrued sick time.

2. A personal crisis that affects the employee such as a natural disaster impacting the employee's primary residence such as a fire or severe storm.

d. Employees donating sick leave must donate a minimum of four hours, no more than 40 hours, and no more than fifty percent (50%) of the current balance. Employees donating sick leave shall not be permitted to exhaust their balances in the event they may experience their own personal need for time off.

e. Employees who are on approved leave of absence cannot donate sick leave.

f. Employees receiving donated time cannot receive more than 480 hours within a 24-month rolling period, except full-time employees assigned to a 24/48-hour shift rotation may receive up to 576 hours within a 24-month rolling period.

g. Employees requesting donated sick leave shall be required to complete a request form as established by the City Manager. Such form shall include authorization to present the request to employees of the City of Monroe for the sole purpose of seeking donations. Employees donating sick leave to a co-worker must also complete a donation form as established by the City Manager.

h. All donation forms shall be submitted to the City Manager or designee. The City Manager or designee shall have sole discretion on approval or denial of sick leave donation requests.

i. Employees may only receive donated sick leave after they have exhausted all other accrued leave."

<u>SECTION 7</u>: The policy for death of an employee is hereby adopted as follows:

"2-7 Death of an employee.

This policy applies to full-time employees only.

2-7(a) Sick Leave.

Upon the death of a full-time employee of the City who was employed by the City at the time of death, 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 not to exceed 800 hours per the conversion stated below:

- Up to 600 hours shall be paid at 25% of the Employee's rate of pay at the time of death.

- Hours in excess of 600 up to 800 shall be paid at 33% of the Employees rate of pay at the time of death.

For employees who are members of the OPBA or IAFF bargaining units, if the 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. "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 or Firefighter.

2-7(b) Vacation Leave.

For all full-time employees, all accrued, unused vacation leave will be paid out to the surviving spouse, or, if there is no surviving spouse, the Employee's estate.

2-7(c) Holiday Time.

For all full-time employees, the city will pay out any earned but unused holiday time on the books at the time of the employees' death to the surviving spouse, or, if there is no surviving spouse, the Employee's estate.

2-7(d) Personal Leave.

Personal time is not paid out upon death."

<u>SECTION 8</u>: The policy for holidays is hereby adopted as follows.

"**2-8 Holidays.**

a. *The following days shall be holidays for which full-time employees shall receive their regular compensation:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving
President's Day	Friday after Thanksgiving
Memorial Day	Labor Day
Independence Day	Christmas Eve
Christmas Day	

*Employees covered by a collective bargaining agreement can find the applicable holiday provisions in the appropriate union contract.

b. If the holiday falls on a Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

c. If a full-time employee is granted the day off on which the holiday is observed, he/she shall be paid holiday pay at his/her regular rate for the number of hours he/she is normally scheduled to work, and no vacation leave or sick leave shall be deducted from the employee's accrued balance.

d. Effective August 6, 2023 a full-tim employee holding the position of Dispatcher or Communications Supervisor or who is required to work any holiday listed above shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. In addition, when a full-time employee holding the position of Dispatcher or Communication Supervisor or works overtime on any designated holiday above, they will receive additional holiday time to be used at a later date, not to exceed eight (8) hours. The additional hours of holiday time will only be earned when the employee works a minimum of four (4) hours of overtime on any designated holiday above and will be earned on a one for one basis to correlate with the actual hours of overtime worked.

e. If a holiday occurs while an employee is on vacation, such holiday day will not be charged against vacation leave.

f. An employee scheduled to return from leave without pay on the day after a holiday will not be paid for the holiday. An employee whose leave without pay is approved through the end of the last business day preceding a holiday is also presumed to be on leave during the holiday and will not receive compensation for the holiday unless the City Manager has specifically authorized pay.

g. Employees scheduled to work or called into work on a holiday shall be given holiday compensatory time off equal to the number of hours worked on that holiday, at the convenience of the City.

h. To qualify for Holiday Pay, the employee must physically work on the day before and day after the holiday or have previously received approval for the absence through the City's leave request system at minimum forty-eight (48) hours prior to the occurrence of the absence.

i. Holiday Pay will not be granted when an employee uses accrued leave to extend their notice of separation and the holiday falls within. Employees that have provided a notice of separation must physically work the day before and day after the holiday to receive holiday pay.

j. Employees who are absent due to illness on the day before, on, or after a holiday may be required to furnish proof of illness by a physician's statement or other satisfactory written and signed statement or shall forfeit the holiday pay. For the purposes of this policy, the day before refers to the last regularly scheduled workday, and the day after refers to the next regularly scheduled workday after the day on which the holiday is observed.

k. The city will attempt to accommodate the special needs of an employee wishing to participate in the observance of his/her religious holiday.

l. For holidays occurring on or after Veterans Day to New Year's Eve, holiday compensatory time earned for such days may be carried over beyond the end of the calendar year, not to exceed 40 hours, for full time employees holding the position of Dispatcher or Communications Supervisor.

m. With the approval of the Department Head, employees are permitted to substitute up to two (2) approved holidays for floating holidays. Request s for exchange of holiday leave must be submitted and approved through the City's leave request system prior to working the standard holiday and using the floating holiday.

n. The Department Head must ensure proper staffing on those days the city offices are open. Requests for exchange of holiday leave must be submitted and approved through the City's leave request system prior to working the standard holiday and using the floating holiday."

SECTION 9: The following policy for years of service awards is hereby adopted as follows.

"**2-9 Years of Service Awards.**

a. Process: Service Awards are based upon the total accumulated years of service completed by the employee in the service to the City of Monroe. Time served in the Armed Forces or with any state or political subdivision of the state does not apply to service awards.

Service awards are given in five (5) year increments to eligible full and part-time employees:

Full-time employee means an employee who works forty (40) hours, or more, per week on a regularly scheduled basis or the standard full-time workweek as designated by the Appointing Authority. Part-time employee means an employee who works less than forty (40) hours per week or less than full-time as designated by the Appointing Authority, but on a regularly scheduled basis. Employees defined as seasonal, temporary, interim or student do not qualify for this program due to the temporary nature of the position.

b. Award: Employees celebrating an anniversary will be given a monetary bonus in accordance with the scale below. The bonus will be paid through payroll and will be subject to all applicable taxes.

Five Years	$50 Bonus
Ten Years	$100 Bonus
Fifteen Years	$150 Bonus
Twenty Years	$200 Bonus
Twenty-Five Years	$250 Bonus
Thirty Years	$300 Bonus
Thirty-Five Years	$350 Bonus
(and each five years after)"	

SECTION 10: 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 deems it in the best interest to provide for shift pay for Dispatchers and the Communications Supervisor effective August 6, 2023. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: ______________________

ATTEST: APPROVED:

_________________________________ _________________________________
Clerk of Council Mayor

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EM		AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
	NETGEAR 24-Port Fully Managed Switch M4300-24X24F, 48x10G (XSM4348S) MFG Part: XSM4348S-100NES CDW Part: 3993464 UNSPSC:	In Stock Get it Tuesday, August 1	~~$5,999.99~~ $5,459.99 Ohio State Term Schedule CDW-G # 534605	1	$5,459.99
	NETGEAR Modular PSU 250W AC M4300-8X8F/12X12F/24X24F (APS250W) MFG Part: APS250W-100NES CDW Part: 4069451 UNSPSC:	In Stock Get it Tuesday, August 1	~~$189.99~~ $183.34 Ohio State Term Schedule CDW-G # 534605	1	$183.34
	NETGEAR 48-Port Fully Managed Switch M4300-52G-PoE+/10G 1000W MFG Part: GSM4352PB-100NES CDW Part: 4069457 UNSPSC:	In Stock Get it Tuesday, August 1	~~$2,959.99~~ $2,693.59 Ohio State Term Schedule CDW-G # 534605	7	$18,855.13
	NETGEAR Auxiliary Power Module for M6100 Series Switches (APS1000W) MFG Part: APS1000W-100NES CDW Part: 3026979 UNSPSC: 39121006	In Stock Get it Tuesday, August 1	~~$665.28~~ $641.99 Ohio State Term Schedule CDW-G # 534605	7	$4,493.93

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Order Summary

Subtotal: $28,992.39

Tax and Shipping calculated at checkout.

Lease Option Pricing
$784.24 / Month

Checkout

Quote

RECEIVED ? 3 2020

SOUTHWEST OHIO COMPUTER ASSOCIATION INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASABLE RIGHT-TO-USE AGREEMENT is made and entered into as of the 24 day of July, 2020, between the SouthWest Ohio Computer Association also known as "SWOCA" (hereinafter referred to as Owner") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011 and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "User"), having an office at 233 South Main Street Monroe, OH 45050. Owner and User referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

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

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

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

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

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

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

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

1. DEFINITIONS.

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

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

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

2. GRANT.

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

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

3. TERM.

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

4. CONSIDERATION.

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

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

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

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

5. OWNER'S OBLIGATIONS.

5.1 Owner shall:

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

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

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

6. USER OBLIGATIONS.

6.1 User shall:

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

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

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

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

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

7. JOINT OBLIGATIONS.

7.1 Owner and User jointly:

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

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

8. MAINTENANCE.

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

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

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

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

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

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

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

9. USE OF USER SYSTEM.

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

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

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

10. INDEMNIFICATION.

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

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

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

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

11. INSURANCE.

11.1 INTENTIONALLY RESERVED/DELETED.

12. DEFAULT.

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

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

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

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

13. FORCE MAJEURE.

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

14. ASSIGNMENT.

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

15. WAIVER OF TERMS OR CONSENT TO BREACH.

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

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

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

17. NO THIRD-PARTY BENEFICIARIES.

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

18. EFFECT OF SECTION HEADINGS.

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

19. NOTICES.

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

If to Owner:

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

If to User:

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

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

233 South Main Street
Monroe, OH 45050

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

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

20. SEVERABILITY.

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

21. COMPLIANCE WITH LAW.

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

22. GOVERNING LAW AND VENUE.

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

23. ENTIRE AGREEMENT.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

REST OF PAGE LEFT INTENTIONALLY BLANK

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

OWNER:

D. Davis Norris

By: Donna Davis Norris
Its: Executive Director
Date: 6.09.20

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

By: William J. Brock
Its: City Manager
Date: 7.13.20

Approved As To Form:

Law Director
City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM AND COSTS

User System Fiber Route and Path

Four (4) total fibers (2 Pair) along a 2.63 mile path, for a total of 10.52 strand miles. The path originates at a mid-span meet point located at the north-east corner of the intersection of Hamilton-Lebanon Road (US 63) and Yankee Road, with an approximate GPS location of 39°26'41"N and 84°23'17"W, proceeding west along Hamilton-Lebanon Road, and then southwest along Hamilton-Middletown Road, to the Western corner of the intersection of Hamilton-Middletown Road and Roden Park Drive, with an approximate GPS location of 39°26'28"N and 84°25'49". User System shall not include any Owner provided premise based equipment, internet service, or other network services not otherwise described in this Agreement.

Route Map:

Annual Consideration for Owner Provision of User System

User will compensate Owner $225.36 monthly ($2,704.32 annually) for the User System during the term of this Agreement. For convenience, Owner will bill User for monthly charges on a quarterly basis. Each quarterly invoice shall be for $676.08. Invoices shall be remitted to User by Owner in August, October, January and April. These billings may be partially in advance. User, unless otherwise reasonably disputing an invoice, shall pay Owner's quarterly invoices within forty-five (45) days of receipt.

Additional Installation Work by Owner and Construction Costs

As part of this Agreement and for the costs as detailed immediately below, Owner will construct certain necessary fiber interconnects from Owner's existing fiber path into three (3) existing traffic cabinets, and interconnects with the User's existing proprietary network. Costs below are initial third-party budgetary estimates, and may vary based on third-party costs. Any variance from this budget shall be submitted to the customer for written approval in advance, and considered an addendum to this agreement once mutually agreed to in writing by the Parties. Such constructed fiber interconnects will be managed by Owner throughout the term of this Agreement, but for that avoidance of doubt, such interconnects upon termination shall be considered property of User.

Roden Park & Canal	
Handhole By Traffic Cabinet	$600.00
Splice Capsule	$250.00
100 FG 48 Count Fiber	$50.00
Splicing	$1,500.00
	$2,400.00
Holly Tree / Clark	
Trenching - Cabinet to Pole (165 Ft)	$600.00
200 Ft 48 Count Fiber	$100.00
Splicing	$1,500.00
	$2,200.00
Salzman Rd	
100' Fiber on Traffic Pole	$50.00
Splicing	$1,500.00
	$1,550.00
Yankee Rd MSMP	
100' of Fiber on Traffic Pole	$50.00
Splicing	$1,500.00
	$1,550.00
Total	**$7,700.00**

REST OF PAGE LEFT INTENTIONALLY BLANK

Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. General

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

II. Design Criteria

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

III. Optical Fiber Specifications

Owner agrees that the Fiber System and any Owner provided fiber in the User System will meet or exceed local industry standard regarding optical specifications and performance for systems of a similar nature and architecture. Owner will work with User to ensure that fiber reasonably meets User's needs for User's intended use throughout the term of the Agreement.

REST OF PAGE LEFT INTENTIONALLY BLANK

Exhibit "1" Res No. 28-2023

SOUTHWEST OHIO COMPUTER ASSOCIATION
INDEFEASIBLE RIGHT-TO-USE AMENDMENT

This agreement amends the INDEFEASIBLE RIGHT-TO-USE Agreement dated 24 July, 2020, ("IRU") and is entered on the _____ day of _________, 2023 between the SouthWest Ohio Computer Association also known as "SWOCA" (hereinafter referred to as "**OWNER**") having an office at 3611 Hamilton-Middletown Road Hamilton, Ohio 45011 and the City of Monroe, Ohio, an Ohio municipal corporation (hereinafter referred to as the "**USER**" or "**City**"), having an office at 233 South Main Street Monroe, OH 45050. OWNER and USER are (referred to individually as "**Party**" and collectively as "**Parties**").

WHEREAS, The Parties have an existing INDEFEASIBLE RIGHT-TO-USE AGREEMENT granting the USER the right to use certain fibers on the OWNER's fiber system; and

WHEREAS, The OWNER wishes to offer additional excess fibers in the Fiber System to the USER ("Additional Fiber System"); and

WHEREAS, The USER wishes to secure the use of fibers within the Fiber System; and whereas the parties wish to amend the existing IRU. The Parties hereto do hereby agree to amend the IRU as follows:

1. DEFINITIONS.

1.1 Is amended to add:

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

2. GRANT.

2.1 Is amended to add:

b. Seventy-Two (72) strands of fiber optic cable in the Additional Fiber System along the path designated in Exhibit "C"

3. TERM.

3.1 There are no changes to the term.

4. CONSIDERATION.

4.1 Is amended to add:

d. USER shall pay OWNER a one-time fee of Two Hundred Seventy-Nine Thousand Eight Hundred Forty Dollars and Thirty Cents (US $279,840.30) Thirty (30) days after the completion of the construction necessary to create the Additional Fiber System described in Exhibit C ("one-time fee"). Upon USER'S acceptance of completion, OWNER shall invoice USER and USER shall pay the one-time fee within Thirty (30) days of the invoice date. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance per month unless expressly waived by the OWNER in writing.

e. USER will pay OWNER Four Hundred Dollars and No Cents (US $400.00) monthly for maintenance of the Additional Fiber System.

f. Beginning on July 1, 2025 and continuing once annually on every July 1 thereafter through the term of the agreement, the Monthly Maintenance Fee in section 4.1(e) herein shall be adjusted in the same percentage as the change in the Consumer Price Index, All Urban Consumers, Cincinnati-Hamilton, OH-KY-IN area, All Items, Base Period 1982-84=100, published by the U.S. Department of Labor, Bureau of Labor Statistics for the calendar year ending December 31 immediately preceding the date of such annual adjustment.

5. OWNER'S OBLIGATIONS.

5.1 There are no changes.

6. USER OBLIGATIONS.

6.1 There are no changes.

7. JOINT OBLIGATIONS.

7.1 There are no changes.

8. MAINTENANCE OBLIGATIONS.

8.1 There are no changes.

9. USE OF USER SYSTEM.

9.1 There are no changes.

10. INDEMNIFICATION.

10.1 There are no changes.

11. INSURANCE.

11.1 There are no changes.

12. DEFAULT.

12.1 There are no changes.

13. FORCE MAJEURE.

13.1 There are no changes.

14. ASSIGNMENT.

14.1 There are no changes.

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 There are no changes.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

16.1 There are no changes.

17. NO THIRD-PARTY BENEFICIARIES.

17.1 There are no changes.

18. EFFECT OF SECTION HEADINGS.

18.1 There are no changes.

19. NOTICES.

19.1 There are no changes.

20. SEVERABILITY.

20.1 There are no changes.

21. COMPLIANCE WITH LAW.

21.1 There are no changes.

22. GOVERNING LAW AND VENUE.

22.1 There are no changes.

23. ENTIRE AGREEMENT.

23.1 There are no changes.

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

OWNER:

____
By: Todd Yohey
Its: Executive Director
Date: ______________________

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

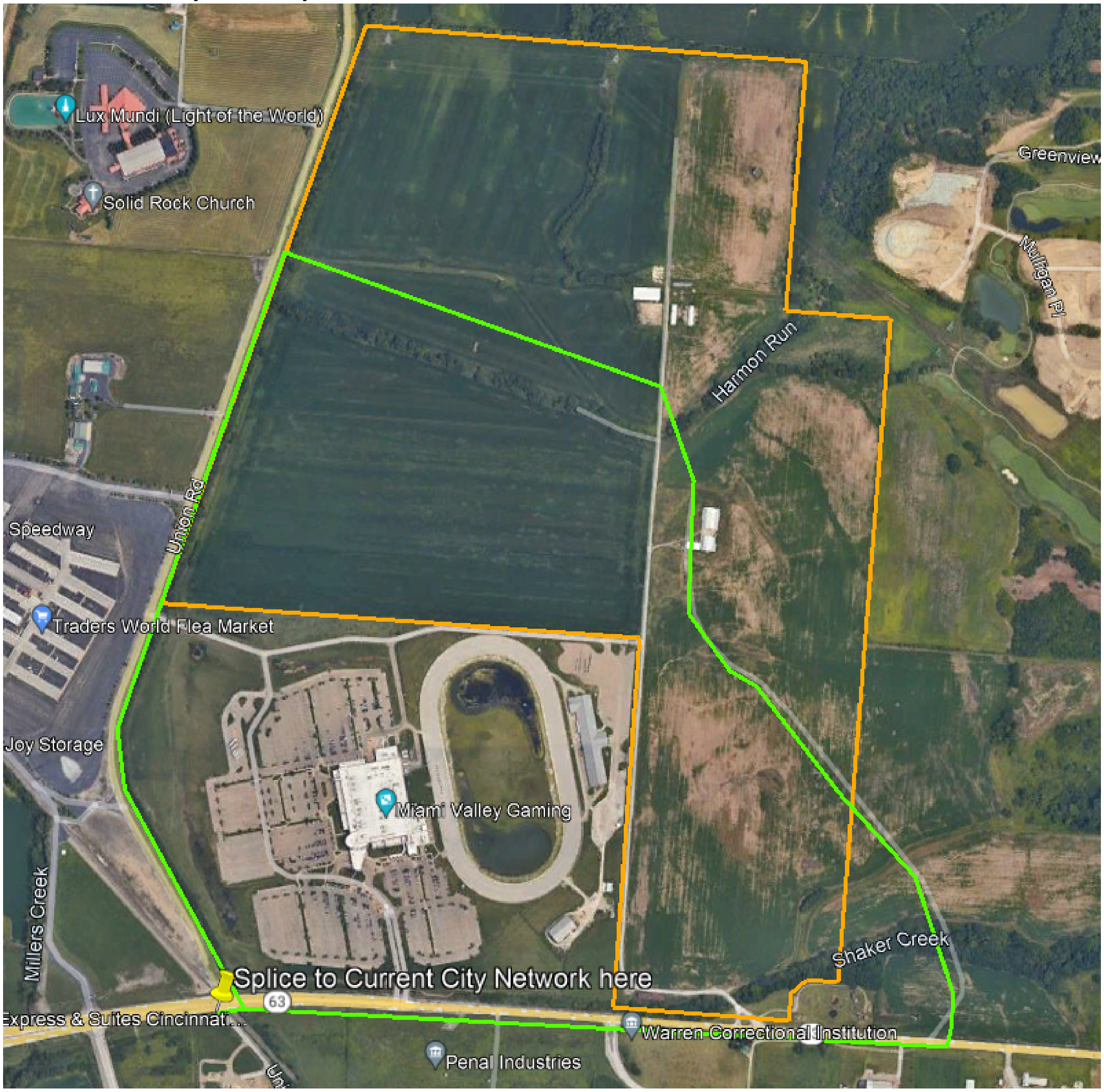
____
By: William J. Brock
Its: City Manager
Date: _______________________

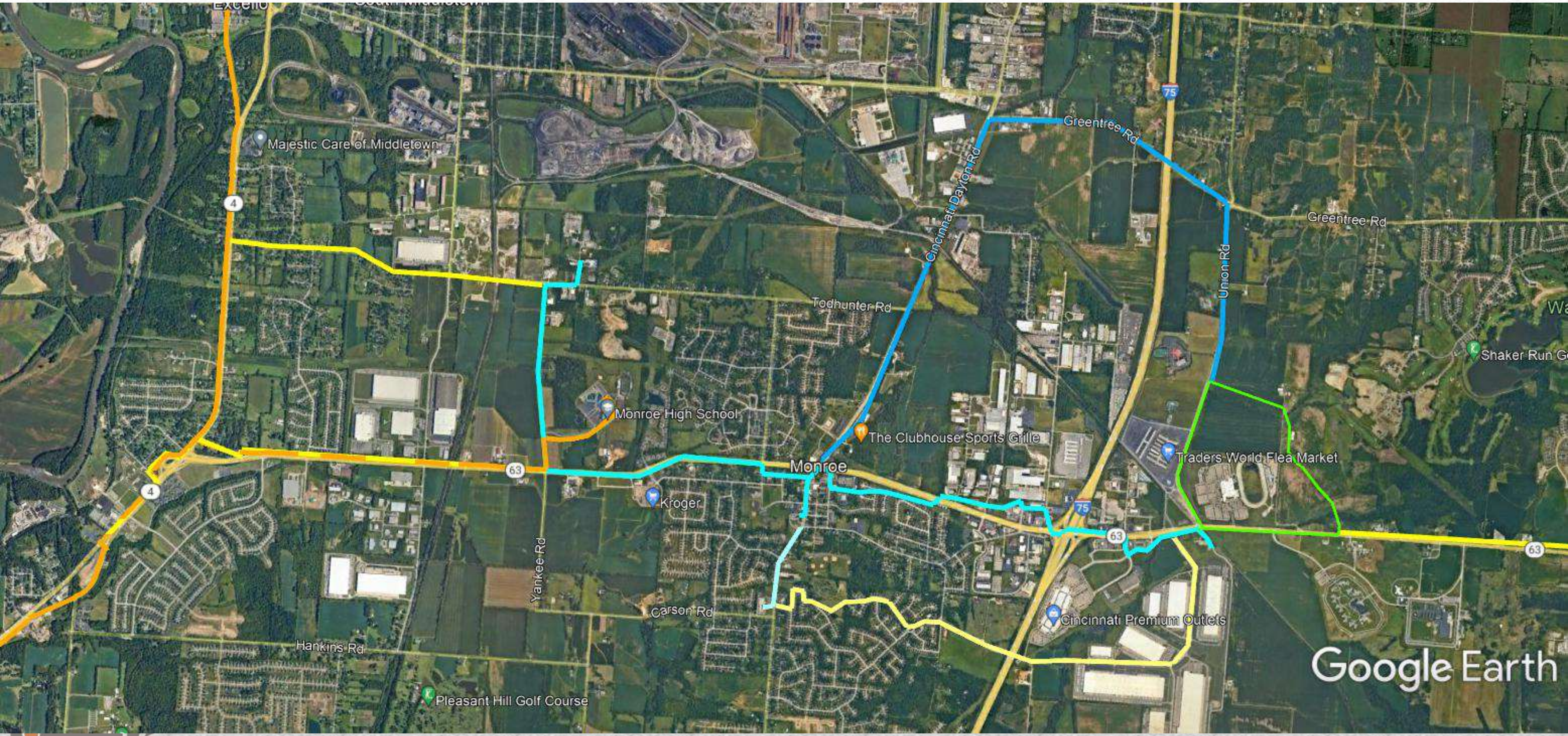
Approved As To Form:

____
Law Director, City of Monroe, Ohio

Exhibit C: Network Diagram: US Route 63 at Union Road, Monroe, Ohio

Estimated Fiber path is represented in Green




Majestic Care of Middletown
Greentree Rd
Greentree Rd
Cincinnati Dayton Rd
Union Rd
Todhunter Rd
Monroe High School
The Clubhouse Sports Grille
Monroe
Kroger
Traders World Flea Market
Shaker Run G
Yankee Rd
Carson Rd
Hankins Rd
Cincinnati Premium Outlets
Pleasant Hill Golf Course
Google Earth

Encore Park

- Constructed by GSP Networks
  - Estimated cost $235,000

  - Additional Potential Costs
  - - Traffic Control Costs
  - - Concrete R&R
  - - Asphalt R&R
  - - Rock drilling / digging
  - - Hydro Excavation Costs (if required)
  - - RR Flagger Costs

  - Construction Complete by May 2023*