



**Monroe Council Agenda
Regular Meeting of Council
March 24, 2026 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of March 10, 2026 work session and March 10, 2026 regular meeting

Visitors

Ceremonial swearing in of Battalion Chief Aaron Forrer, Lieutenant Chris Wells, Firefighter/Paramedic Alex Herron, and Firefighter/Paramedic McKinah Rupp

Committee Reports

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

Old Business

Emergency Ordinance No. 2026-04. An Ordinance amending Section 286.14 of the Codified Ordinances to establish the concrete contractor licensing program initial and renewal fees, and declaring an emergency.

Sponsor: Gary Morton

Strategic Priority: Good Governance

Background: This amendment adds the fees for the concrete contractor licensing program. The initial fee is \$150.00, and the annual renewal fee is \$75.00.

New Business

Emergency Ordinance No. 2026-05. An Ordinance amending Chapter 1610 of the Codified Ordinances for the Ohio Fire Code, and declaring an emergency.

Sponsor: Chief David Leverage



Strategic Priority: Good Governance

Background:

This ordinance proposes an amendment to Chapter 1610 of the Monroe Code of Ordinances, which governs the adoption of the Ohio Fire Code, along with the State’s amendments and additional fire safety requirements. The purpose of this amendment is to provide greater clarity regarding the specific edition of the Ohio Fire Code being adopted, as well as to clearly identify which provisions are being amended, included, or excluded by the City of Monroe.

Additionally, the amendment establishes supplemental language intended to address emerging safety concerns that may arise more quickly than statewide code updates can occur. These provisions help ensure the City maintains the ability to respond proactively to evolving fire and life-safety issues, while continuing to protect the City, its residents, businesses, and visitors.

Ordinance No. 2026-06. An Ordinance amending and supplementing Ordinance No. 2026-01, otherwise known as the Permanent Appropriations Ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2026.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: City Council passed Resolution 07-2024 on February 13, 2024, authorizing the City Manager to enter into a professional services agreement with Burgess & Niple / KZF Design Joint Venture to serve as the criteria architect for the new Public Works facility and Fire Department Station 62 upgrades. The total fee originally approved with this contract was \$1,099,000, with \$679,000 being appropriated and opening a Purchase Order in 2024 upon approval, with the remaining \$420,000 to be appropriated when needed in 2025 and 2026. Due to the timing of the project design, no additional appropriations have been needed until now. Because the Fire Department project design was paused after design development, the total cost of the design work is now \$987,250, or \$111,750 less than the total amount originally approved.

	PW Building	FD Building
Programming	90,000	10,000
Schematic Design	224,500	25,500
Design Development	253,000	42,000
Design-Builder Procurement	30,500	3,500 Not Required
Bridging Phase (DB DD Documents)	45,000	5,000 Not Required
DB Construction Documents	75,250	8,750 Not Required
DB Bidding	30,500	3,500 Not Required
Construction	161,000	91,000 Not Required
Total	909,750	77,500 Revised Value
Total Revised Contract Total	987,250	

An appropriation of \$308,250 is necessary to allow for payment and to fulfill the contractually obligated amount as authorized by Resolution 07-2024.

The Public Works Department is requesting approval of an Engineering Services Agreement with Fishbeck in the amount of \$615,000 in connection with the Monroe Local Schools water main



improvement project. This agreement will require a supplemental appropriation of \$615,000 within the Water Capital Improvement Fund. Additionally, the Water Capital Improvement Fund is funded by transfers from the Water Fund. Therefore, this project will also require an additional \$200,000 transfer from the Water Fund to the Water Capital Improvement Fund to meet fund balance needs within the Water Capital Improvement Fund at year-end.

Resolution No. 16-2026. A Resolution approving a Then-and-Now Certificate to Badger Meters in the amount of \$3,711.80 for an increase on Fixed Network Service Units.

Sponsor: Zach McNutt

Strategic Priority: Well Managed Services and Infrastructure

Background: PO was in place, but did not have enough funds to pay the entire Invoice #80229255. PO #20250169 had \$7265.60 available. Public Works was not aware of a price increase on Beacon Fixed Network Service Units. The Fixed Service Units are used to transmit monthly water meter readings from each meter to the Beacon Software system, where the data is then accessed by the Utility Billing department for billing purposes.

Resolution No. 17-2026. A Resolution authorizing the City of Monroe to enter into an engineering services agreement with Fishbeck for water main improvements and authorizing the City Manager to execute any and all documents related to said agreement.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Background

The City's water distribution system along Yankee Road, Wicklow Lane, Todhunter Road, and Deneen Avenue includes aging 6-inch and 8-inch water mains that are undersized to meet current fire flow and service demands. This project was previously identified as a priority infrastructure need, including in connection with the Monroe Local Schools water supply deficiency at the Yankee Road campus. The proposed improvements will upgrade approximately three miles of distribution system to 12-inch water main, improving system capacity, fire flow reliability, and long-term operational resilience.

Project Scope

The project is organized into two phases:

Phase 1 includes replacement of approximately 5,270 linear feet of existing 6- and 8-inch water main along Todhunter Road, Wicklow Lane, and Deneen Avenue with new 12-inch main, along with 3,630 linear feet of new 12-inch main across the north side of Monroe High School property connecting to Yankee Road, and 930 linear feet from Yankee Road to the Todhunter pressure reducing valve. Trench-width pavement restoration is included.

Phase 2 includes approximately 2,700 linear feet of 12-inch water main along Yankee Road from the Monroe High School connection south to SR-63, routed in a new easement outside the existing



ROW, and an additional 5,300 linear feet in the northbound lane of Yankee Road from SR-63 to an existing 12-inch main on Carson Road. Phase 2 includes full-width pavement resurfacing, a jack and bore under SR-63, and directional drilling under Coldwater Creek and an unnamed tributary to Dicks Creek.

Engineering Services Agreement

The City solicited a proposal from Fishbeck, whose Cincinnati office has existing familiarity with Monroe's water system and the project corridor. Professional engineering services for public improvement projects are not subject to competitive bidding requirements under Ohio law; selection is based on qualifications and negotiated scope and fee.

The proposed Agreement covers topographic survey, easement preparation, detailed design, bidding support, and construction phase engineering services for both phases.

Fee Summary

Task	Phase 1	Phase 2	Total
Survey	\$76,000	\$75,000	\$151,000
Design	\$119,000	\$139,000	\$258,000
Bidding & Construction	\$103,000	\$103,000	\$206,000
Phase Total	\$298,000	\$317,000	\$615,000

Compensation is on a current hourly rates plus reimbursable expenses basis, not to exceed \$615,000. Invoices are issued monthly. The agreement includes a 10-day written termination right for either party and limits Fishbeck's professional liability to the greater of \$250,000 or the total fee earned.

Schedule

Fishbeck is prepared to begin immediately upon execution. The survey and design phase is estimated at eight months, with construction timing to be determined following bid award.

Recommendation

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the Engineering Services Agreement with Fishbeck for the Yankee Road and Wicklow Lane Water Main Improvements in an amount not to exceed **\$615,000**.

Resolution No. 18-2026. A Resolution approving a Then-and-Now Certificate to CivicPlus in the amount of \$3,040 for Municode Legal Review and \$17,623.78 for the Agenda and Meeting Management Tool and media annual fee.

Sponsor: Beth Combs

Strategic Priority: Good Governance

Background: Staff is in the process of consolidating all annual invoices for CivicPlus. Previous Then-and-Now Certificates for CivicPlus included Codification Services, Social Media Archiving, and Intranet and Accessibility Tool.



Consideration of Motion to request a hearing for the issuance of C-1 and C-2 liquor permits to Philly Petroleum LLC located at 1502 Roden Park.

Sponsor: Beth Combs

Strategic Priority: Good Governance

Background: If Council requests a hearing on the advisability of issuing the permit, a motion is required. C-1 permit allows for carryout only beer sales until 1am. C-2 permit allows for carryout only sales of wine and pre-packaged, low proof mixed beverages until 1am.

Administrative Reports

Clarification on the property tax paid by Monroe residents to Lemon Township.

Below is the calculation based on the reports the County provided and on understanding gained from emails and phone conversations with the County Auditor staff, accounting for TIF/RID properties and homeowner/owner-occupied credits. This is the amount included in the memo provided to Council by Mr. Lester.

Taxable Land (based on 3-4-26 Owners Report)	Taxable Bldg	Total Taxable	Effective Taxable	Millage	Lemon Effective Rate	Twp. Type
18,265,780	86,801,790	105,067,570	36,773,649.50	36,773.65	17,682.72	Homeowner Credit & Owner Occupied Credit
95,149,010	492,218,950	588,367,960	205,928,786.00	205,928.79	118,650.19	Owner Occupied Credit Only
20,060,500	80,350,850	100,411,350	35,143,972.50	35,143.97	21,086.38	No Credit
133,475,290	660,371,590	793,846,880	277,846,408	277,846	157,419.30	Total

1. Based on the residential amount of \$300,436,980 from the Tax Year 2025 combined abstract value report. See below:

Abstract Value	300,436,980
Millage	300,436.98
Lemon Twp Eff. Rate	0.6
Total Paid by Monroe Residents to Lemon Twp	180,262.19



1. Based on the total amount of \$431,688,720 from the Tax Year 2025 combined abstract value report, which is the grand total for Monroe Corp. within Monroe Local School District, which includes commercial and industrial properties as well, not just residential. See below:

Abstract Value	431,688,720
Millage	431,688.72
Lemon Twp Eff. Rate	0.6
Total Paid by Monroe Residents to Lemon Twp	259,013.23

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. Executive session is necessary to protect the interests of the applicant or possible use of public funds in connection with the project.

Adjournment



Monroe Council Minutes
Work Session
March 10, 2026 – 5:30 p.m.
233 South Main Street, Monroe, Ohio

Mayor Funk opened the work session at 5:32 p.m.

Present were: Keith Funk, Mayor; Christina McElfresh, Vice Mayor; Todd Hickman, Council Member; Tom Hagedorn, Council Member; Molly Cloyd, Council Member; Jordan Brown, Council Member; Michael Graves, Council Member; Larry Lester, City Manager; Kacey Waggaman, Assistant City Manager; Gary Morton, Director of Public Works; Jake Burton, Director of Finance; Tom Smith, Director of Development; Seth Geisler, Economic Development; Jameson Cole, Planner; and Beth Combs, Clerk of Council.

Mr. Lester opened up for questions about the agenda for Council’s regular session. There were none.

Mr. Lester generally discussed future legislation that will be presented to Council, most of which are Public Works, which have been identified in the capital program, including ADA program, paving bid, and design of Riverside trail. Mr. Morton explained that there are two projects, one within the park referred to as Loop Trail and Riverside Trail. Ms. Cloyd asked for clarity regarding the scope of the upcoming legislation. Mr. Lester explained that those details will all be made available prior to the regular meetings, this update is just for Council’s awareness.

Mr. Funk opened discussion regarding the school water project. Mr. Lester reported that Council first received information on the project in February. The project involves replacement of approximately 16,000–17,000 feet of water line surrounding the school property to provide adequate flow for the new school and system redundancy, including upgrading to a 12-inch line. The estimated cost, including engineering, is \$7.85 million. Staff presented two options: (1) the City completes the project as it involves public infrastructure, or (2) the school district installs an above-ground water storage tank. Staff recommended that the City proceed with the project, with engineering in 2026 and construction beginning in spring 2027. Direction from Council was requested. If supported, staff will return with proposed legislation and funding options, including potential low-interest loans and grants. This would require a capital budget amendment.

Mr. Hagedorn inquired whether the design would function as a closed loop and whether future connections, including along Todhunter Road, would be permitted. Mr. Lester indicated that future connections may occur. Mr. Morton stated that an existing 6-inch line in the area requires upgrading to 12 inches and noted that the school currently operates on a single feed without redundancy. He explained that the school is willing to grant necessary easements, allowing for improved redundancy and compliance with flow requirements. He further stated that the project is driven by school flow needs rather than future development, but would also position the system for a future water tower at Heritage Green within the next 8–10 years.



Ms. Cloyd asked about funding opportunities to complete multiple water-related projects concurrently. Mr. Burton stated that doing so would require significant water rate increases within that timeframe. Ms. Cloyd emphasized the importance of transparent communication to residents regarding phased project implementation. Mr. Funk asked about the cost of a school-installed water storage tank; Mr. Morton responded that it would be several million dollars. Mr. Funk suggested exploring whether the school could secure grants or subsidies through its construction project and potentially share funding to offset City costs. Mr. Lester stated he would follow up with the school. Mr. Brown asked whether the project would resolve all water issues for the new school; Mr. Morton confirmed it would address current flow deficiencies and support future growth. Mrs. McElfresh expressed support for the upgrades and inquired about the service area of a future water tower. Mr. Morton stated that the entire system would benefit and clarified that the water tower is separate from the school project alternatives.

Mr. Hickman questioned the City's investment in infrastructure located in Lemon Township, noting the potential for non-City residents to access the system without paying City taxes. Mr. Morton explained that the upgrade is necessary to serve the east pressure zone and is the only viable source. Mr. Funk confirmed that the City would retain ownership and functionality of the lines. Mr. Morton noted that existing legislation requires annexation for properties seeking City water service.

Mr. Morton stated that staff is seeking Council's direction to determine which option to advance. Mrs. McElfresh asked about the alternative if the City does not proceed; Mr. Morton stated that the school would not meet flow requirements and would need to install a storage tank. He added that staff initiated review following receipt of the school's system drawings and subsequent flow testing, which identified underperforming lines. The City is currently 6–8 months ahead of schedule to align with the school's plans.

Mrs. McElfresh asked whether additional easements would be required from property owners. Mr. Morton stated that the project would utilize existing easements and school property, with the school already in agreement. He reviewed the proposed improvements using a system map, including line upgrades, tie-ins, and redundancy measures. Mr. Lester clarified that the issue is related to flow, not overall capacity. Ms. Cloyd asked about the need for a future water tower in relation to growth or additional school facilities. Mr. Morton explained that regulatory requirements call for one day of water storage; the City is currently near, but not exceeding, capacity. Mr. Lester reiterated the need for Council acknowledgment to proceed. Mr. Graves recommended that staff continue discussion in work sessions and seek formal direction at a regular Council meeting.

Mr. Lester opened discussion regarding mowing contracts. He noted several considerations, including union versus non-union wage structures, the requirements to establish an internal mowing crew, and the history of the JEDD agreement (2014), which may be utilized for interchange maintenance. He further explained that many contractors operate using short-term equipment leases, whereas the City typically purchases equipment, and that larger landscaping firms often produce their own mulch, creating pricing advantages that are difficult for municipalities to match, even at wholesale rates.

Ms. Cloyd inquired as to the number of contractors currently utilized; Mr. Lester responded that the City contracts with two companies. Ms. Cloyd suggested that consolidating to a single contractor may improve cost efficiency and emphasized the importance of transparency so residents are aware of the City's



vendors. Mr. Lester noted that services are procured through a competitive bidding process and that interchange work includes additional irrigation components, but acknowledged the value of evaluating these considerations in future contracting.

Regarding the Lemon Township Public Works services agreement, Mr. Lester reviewed cost data utilizing ODOT rates. He reported that services are estimated at approximately \$105,000 annually. He noted that the past two winters have been more severe than typical, and that average seasonal snow and ice control costs would likely be \$10,000 to \$15,000 lower, resulting in an estimated annual cost closer to \$95,000 under normal conditions. Mr. Brown requested historical data for comparison. Mr. Funk stated that this analysis is a useful exercise and should be conducted periodically to determine whether rate adjustments are warranted. Mr. Brown expressed concern regarding potential subsidization by City residents for services provided to Lemon Township. Mrs. McElfresh stated that the agreement appears to be cost-neutral overall and emphasized the value of the City's partnership with Lemon Township. Mr. Funk added that many City residents benefit from these services through regular use of the serviced areas. Mr. Brown reiterated that, from a business perspective, the arrangement currently reflects a net loss.

Councilmembers shared general feedback to improve future work sessions.

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

The work session adjourned at 6:19 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council



**Monroe Council Minutes
Regular Meeting of Council
March 10, 2026 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present – Jordan Brown, Molly Cloyd, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Todd Hickman.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of February 24, 2026; seconded by Mr. Brown. Voice vote. Motion carried.

Visitors

Patricia Dawson and Rachel Ransbottom, representing the Butler County Board of Developmental Disabilities, provided an overview of services and interventions available to Butler County residents requiring additional support, and shared individual success stories. It was noted that March is Developmental Disabilities Awareness Month.

Committee Reports

None.

Old Business

Mrs. McElfresh moved to take from the table Resolution No. 11-2026; seconded by Ms. Cloyd. Voice vote. Motion carried.

Resolution No. 11-2026. A Resolution authorizing the City Manager to enter into a contract with Brightview Landscapes, LLC for the Interstate 75 and State Route 63 interchange landscape maintenance.

The Clerk of Council read Resolution No. 11-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 11-2026; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.



Ordinance No. 2026-02. An Ordinance amending Chapter 1022 of the Monroe Codified Ordinances to establish a comprehensive regulatory framework for concrete construction within the public right-of-way, including contractor licensing, permitting, and an annual concrete assessment program.

The Clerk of Council read Ordinance No. 2026-02 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2026-02; seconded by Mr. Graves. Roll call vote: six ayes, one nay (Brown). Motion carried.

Ordinance No. 2026-03. An Ordinance approving a final plat for Section 210 of the Stonybrook Subdivision.

The Clerk of Council read Ordinance No. 2026-03 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2026-03; seconded by Mr. Brown. Roll call vote: seven ayes. Motion carried.

New Business

Ordinance No. 2026-04. An Ordinance amending Section 286.14 of the Codified Ordinances to establish the concrete contractor licensing program initial and renewal fees.

The Clerk of Council read Ordinance No. 2026-04 by title only.

Mayor Funk advised this Ordinance will appear on the next agenda for a second reading.

Resolution No. 15-2026. A Resolution amending Resolution No. 78-2025 to increase the blanket purchase order for public entities pool to \$210,000 and to approve a blanket purchase order for Secure Cyber Defense, LLC as recommended by the Director of Finance and the City Manager.

The Clerk of Council read Resolution No. 15-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 15-2026; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

Consideration of Motion appointing Kacey Waggamann and Kameryn Jones to the CRA Housing Council (ORC 3735.69). The Council shall make an annual inspection of the properties within the community reinvestment area for which an exemption has been granted. The Council shall also hear appeals (ORC 3735.70).

Mrs. McElfresh moved to appoint Kacey Waggamann and Kameryn Jones to the CRA Housing Council; seconded by Mr. Hickman. Voice vote. Motion carried.



Consideration of Motion appointing Seth Geisler as the CRA Housing Officer (ORC 3735.66). The Housing Officer shall administer the city’s Community Reinvestment Area program and will work with state and local partners including the Tax Incentive Review Council, counties and schools.

Mrs. McElfresh moved to appoint Seth Geisler as the CRA Housing Officer; seconded by Mr. Hickman. Voice vote. Motion carried.

Administrative Reports

City Manager, Larry Lester, stated that the first Community Conversations event will be held on Wednesday, March 18, 8:00am at Healthy Bee in Monroe. These events will be held quarterly to connect with residents in an open forum. Additionally, Gene Williams was in attendance on behalf of the Historical Society to request more information about the upcoming America250 July 4th celebration. A meeting is being held next week to finalize details and that recommendation will be presented to the Public Involvement Committee.

Discussion

Mr. Hickman referenced prior information regarding the Fire Department’s contract with Lemon Township and requested a report identifying the number of Fire Department runs to Lemon Township in 2025, along with the total cost of those runs, including associated personnel hours. He also referenced a memorandum concerning property tax payments for Monroe residents and inquired about discrepancies between figures attributed to Butler County and those included in the memorandum. Director of Finance Jake Burton clarified that Butler County did not provide an official figure, but rather a methodology for calculation. Mr. Hickman emphasized the importance of ensuring residents understand that they are paying Lemon Township taxes while also subsidizing Fire and Public Works services provided to the Township at an insufficient rate.

Mr. Hagedorn inquired about the transition of youth sports leagues’ insurance requirements from seasonal to annual coverage and the rationale for the change. He noted that the Wee football program utilizes Community Park solely for practices and does not require concessions or equipment storage, and that the proposed change would impose a significant financial burden. Mr. Lester stated that staff has discussed the matter and confirmed that the football program may maintain seasonal coverage due to its limited facility use. Mr. Morton added that, because facility use applications are submitted in January while insurance policies often renew later, the City does not consistently receive updated policy information. The intent of the proposed change was to align insurance updates with the application process; however, due to the financial impact on organizations, the City has not enforced the requirement. Mr. Hagedorn confirmed that organizations may maintain their current policies provided all required documentation is submitted with the application. Mr. Morton affirmed that organizations will be required to submit updated policy information as applicable to maintain compliance.

Adjournment

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



The regular meeting of Council adjourned at 7:13 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

EMERGENCY ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING SECTION 286.14 OF THE CODIFIED ORDINANCES TO ESTABLISH THE CONCRETE CONTRACTOR LICENSING PROGRAM INITIAL AND RENEWAL FEES, AND DECLARING AN EMERGENCY.

WHEREAS, the City’s concrete contractor licensing program requires that all contractors and subcontractors performing sidewalk, curb and gutter, or driveway apron work in the public right-of-way obtain and maintain an annual license; and

WHEREAS, the City has determined that an initial licensing and annual renewal fee is appropriate.

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

SECTION 1: Chapter 286.14, Contractor Licensing Fees, of the Codified Ordinances of the City of Monroe is hereby amended to read as follows:

“286.14. Sidewalks, Curb and Gutter and Drive Aprons

The following fees, deposits, and fines shall apply to concrete construction, repair, and replacement within the public right-of-way pursuant to Chapter 1022:

CONTRACTOR LICENSING FEES

Item	Fee
Concrete Contractor License (initial)	\$150.00
Concrete Contractor License Renewal (annual)	\$75.00
Required Surety Bond (minimum)	\$10,000.00”

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 City Council deems it necessary to ensure proper administration and enforcement of licensing requirements. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

RIGHT-OF-WAY PERMITS

286.13. Utility Right-of-Way Permits and Registration

Permit Type	Fee
Utility Right-of-Way Construction Permit	\$150.00
Utility Right-of-Way Certificate of Registration	\$1,500.00
Utility Right-of-Way Minor Maintenance Permit	\$500.00
All other right-of-way permits not specified herein	\$100.00

(Ord. 2021-01. Passed 1-26-21.)

CONCRETE NEW & REPLACEMENT

286.14. Sidewalks, Curb and Gutter and Drive Aprons

The following fees, deposits, and fines shall apply to concrete construction, repair, and replacement within the public right-of-way pursuant to Chapter 1022:

CONTRACTOR LICENSING FEES

Item	Fee
Concrete Contractor License (initial)	TBD 150.00
Concrete Contractor License Renewal (annual)	TBD 75.60
Required Surety Bond (minimum)	\$10,000.00

Licenses expire December 31 annually. Renewal applications due by November 15. No license shall be issued or renewed until all outstanding fines, penalties, and enforcement costs are paid in full.

PERMIT FEES

Item	Fee
Concrete work permit - Residential property	\$50.00
Concrete work permit - Commercial property	\$100.00

Permit deposit secures compliance with permit conditions and offsets City costs for additional inspections or remedial work. Permits required for all sidewalk, curb and gutter, and drive apron work unless part of a City-initiated assessment program.

INSPECTION FEES

Item	Fee
Standard inspections (pre-work, mid-work, final) - included with permit	No additional charge
Additional re-inspection fee (3rd and subsequent inspections due to contractor error, incomplete work, or non-compliance)	\$90

ADMINISTRATIVE PENALTIES (Per Chapter 1022.07)

Violation Type	Penalty
General violations - per day violation continues	Up to \$150.00
Unlicensed Contractor Work (escalating within 12 months)	
First offense	\$500.00
Second offense	\$1,000.00
Third and subsequent offenses	\$2,000.00
Using Unlicensed Subcontractors - per subcontractor (escalating within 12 months)	
First offense	\$500.00
Second offense	\$1,000.00
Third and subsequent offenses	\$2,000.00
Other Violations	
Work without permit - per violation	\$250.00

EMERGENCY ORDINANCE NO. 2026-05

AN ORDINANCE AMENDING CHAPTER 1610 OF THE CODIFIED ORDINANCES FOR THE OHIO FIRE CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe, Ohio is a home rule municipality authorized under Article XVIII, Section 3 of the Constitution to exercise all powers of local self-government and to adopt and enforce within its limits such local police, sanitary, and other similar regulations that are not in conflict with state law; and

WHEREAS, Sections 7.11 and 7.14 of the City Charter authorize the City to amend its ordinances and to adopt by ordinance standard codes and regulations prepared by the State, including those pertaining to fire prevention; and

WHEREAS, Council previously enacted Chapter 1610 of the Monroe Code of Ordinances which adopted the Ohio Fire Code subject to certain amendments; and

WHEREAS, Council desires to revise Chapter 1610 and adopt or exclude certain sections of the Ohio Fire Code; and

WHEREAS, Council desires to revise Chapter 1610 to establish regulations for fire apparatus roads to account for the risks associated with the recent increase in residential developments; and

WHEREAS, Council further desires to revise Chapter 1610 to enact regulations for electric vehicle charging stations as these charging stations present unique fire safety risks.

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

SECTION 1: Chapter 1610 of the Codified Ordinances is hereby amended as set forth on Exhibit “A” in accordance with Section 7.11 of the City’s Charter.

SECTION 2: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason Council deems it necessary to ensure appropriate fire safety infrastructure and regulatory provisions are established prior to development. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

Part Sixteen
FIRE PREVENTION CODE

CHAPTER 1610 OHIO FIRE CODE¹

¹Cross reference(s)—Fire department, Ch. 240; driving over fire hoses, § 432.26; arson, § 642.09; weapons and explosives, Ch. 672; fireworks, § 672.10.

State law reference(s)—Power to regulate elevators, stairways and fire escapes, Ohio R.C. 715.26; adoption of technical codes, Ohio R.C. 731.231; power to regulate against fires, Ohio R.C. 737.27, 3737.08; right to examine buildings, Ohio R.C. 737.34 et seq., 3737.14; state fire marshal, Ohio R.C. Ch. 3737; gasoline, oils and paint, Ohio R.C. Ch. 3741; fireworks, Ohio R.C. Ch. 3743.

1610.01. 2017 edition adopted; file copy.

Pursuant to Section 7.14 of the City Charter, there is hereby adopted by and for the City the Ohio Fire Code, being particularly the 2017 edition and all subsequent revisions and editions as adopted by the International Code Council.

(Ord. 99-15. Passed 7-27-99; Ord. 2006-07. Passed 2-14-06; Ord. 2008-45. Passed 10-14-08; Ord. No. 2023-27, § 4, Passed 10-10-23.)

1610.02. Amendments.

(a) The Ohio Fire Code, as adopted in section 1610.01, is hereby amended as follows:

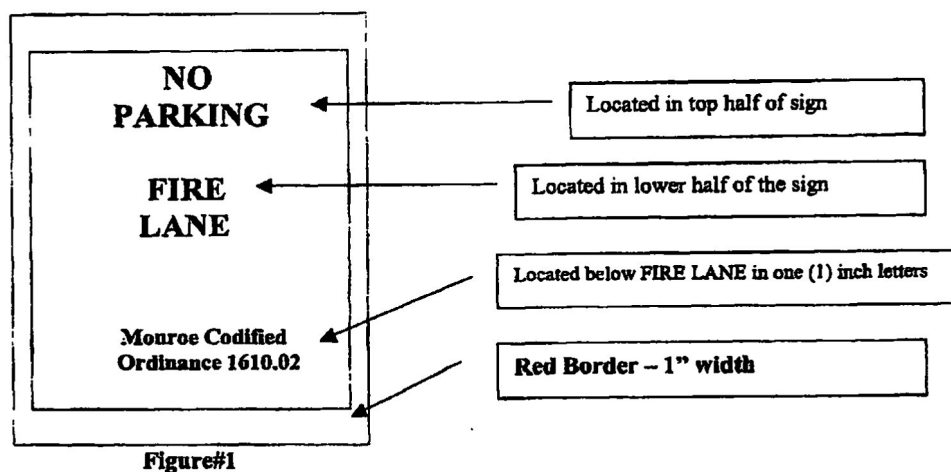
(1) *Section 503 Fire Apparatus Access Roads (Amended)*: Fire Department access and/or fire lanes shall be identified on the approved site plan for new developments or on the approved building plans for tenant improvements or residential projects. The Fire Chief or Code Official may determine the need for additional requirements, or may approve alternate methods of compliance with these standards.

(i) *Guidelines*. Fire department access or fire lanes shall be identified on private streets or drives by use of the phrase "NO PARKING—FIRE LANE, MONROE CODIFIED ORDINANCE 1610.02" and shall be designated by the use of one or more of the following:

- (1) Approved signs.
- (2) Approved red or safety yellow curbs.
- (3) Approved roadway striping.
- (4) Any combination of the above.

(ii) *Signs*. (figure #1)

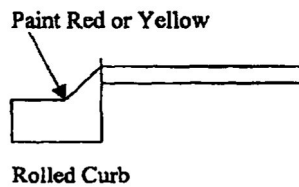
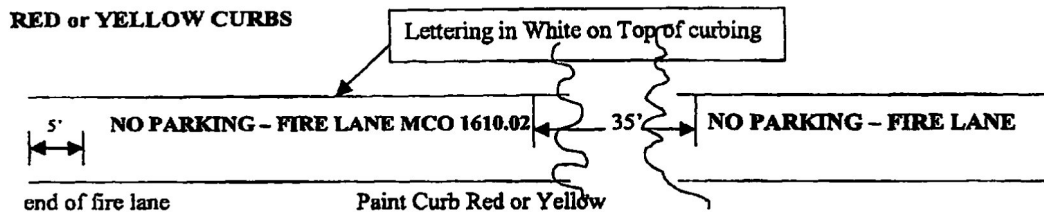
- (1) Shall be 18 inches in height by 12 inches in width.
- (2) Lettering shall be red on a white background and no less than three inches in height. The perimeter of the sign shall have a red border no more than one inch in width.
- (3) Signs shall read as follows:



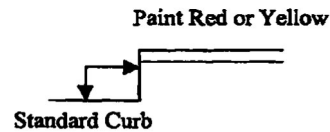
- (4) Signs shall be installed so that there is no less than seven feet clear from the bottom of the sign to finished grade. Temporary signs must be approved by the fire department prior to placement and use.
- (5) The distance between signs shall not exceed 50 feet and there shall be a sign within five feet of the beginning and end of the fire lane. (Unless approved by the fire chief.)
- (6) Installation and maintenance of signs located on private streets and drives shall be the responsibility of the property owner.

(c) *Curbs.* (figure #5)

- (i) Curbing which is used in designating fire lanes shall be painted fire safety red, or equivalent. (Safety yellow).
- (ii) White lettering no less than three inches in height shall be placed on top of the curbing and shall read "NO PARKING—FIRE LANE MONROE CODIFIED ORDINANCE 1610.02."
- (iii) Such lettering shall be located a maximum of 35 feet apart and within five feet from the beginning and end of the designated fire lane. As shown in figure #5.
- (iv) Installation and maintenance of red or yellow curbing located on private streets and drives shall be the responsibility of the property owner.



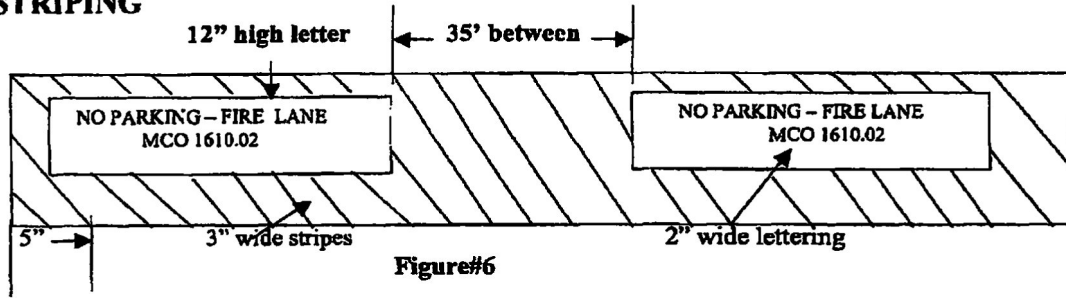
Figure#5



(d) *Roadway striping.* (figure #6)

- (i) Areas designated to be fire lane where no curbs exist shall be striped.
- (ii) Striping shall consist of three-inch wide red or yellow stripes on a 45 degree diagonal basis for the full 36-inch width and full length of the fire lane, having a three-inch border on all sides.
- (iii) White lettering a minimum dimension of two inches in width by 12 inches in height, per letter, shall read "NO PARKING—FIRE LANE MONROE CODIFIED ORDINANCE 1610.02" and shall be painted within the striping.
- (iv) Such lettering shall be located a maximum of 35 feet apart as shown in figure #6 and within five feet of the beginning and end of the fire lane.
- (v) Installation and maintenance of roadway striping located on private streets and drives shall be the responsibility of the property owner.

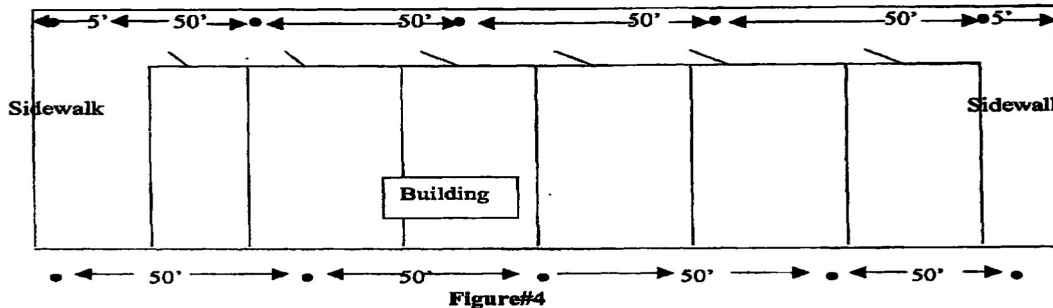
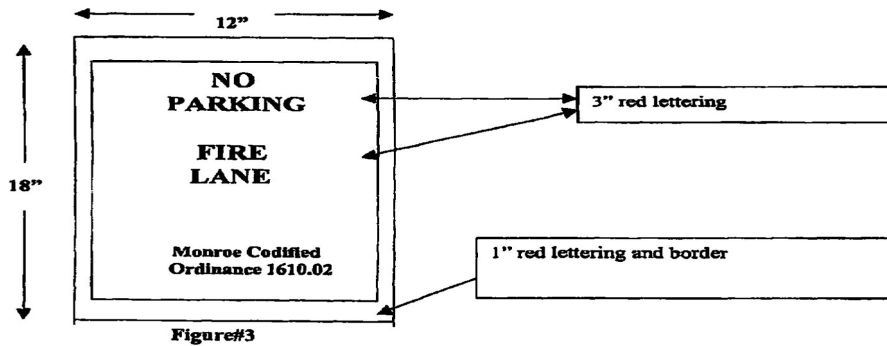
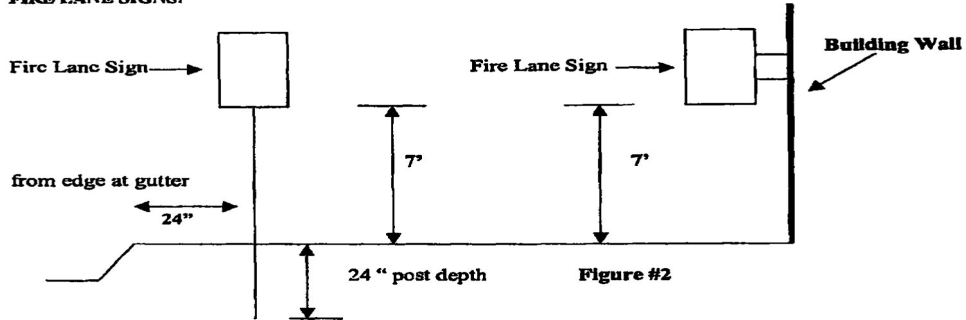
STRIPING



(e) Standards (diagrams not to scale).

"NO PARKING - FIRE LANE" STANDARDS (diagrams not to scale)

FIRE LANE SIGNS:



("FIRE LANE NO PARKING" sign locations along sidewalk or on building without sidewalk)

(2) Exceptions 1 and 2 of Section 507.5.1 of Rule 5 of the Ohio Fire Code shall not be included in the adoption referenced in Section 1610.01.

(b) The following appendices of the International Fire Code as found in the Ohio Fire Code shall be included in the adoption set forth in Section 1610.01:

- (1) Appendix B (Fire Flow Requirements for Buildings)
- (2) Appendix C (Fire Hydrant Locations and Distribution)
- (3) Appendix D (Fire Apparatus Access Roads)
- (4) Appendix E (Hazard Categories)
- (5) Appendix F (Hazard Ranking)
- (6) Appendix G (Cryogenic Fluids – Weights and Volume Equivalents)
- (7) Appendix H (Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions)
- (8) Appendix I (Fire Protection Systems – Non-Compliant Conditions)
- (9) Appendix J (Building Information Sign)
- (10) Appendix K (Construction Requirements for Existing Ambulatory Care Facilities)
- (11) Appendix L (Requirements for Firefighter Air Replenishment Systems)
- (12) Appendix N (Indoor Trade Shows and Exhibitions)

(c) Appendix A and Appendix M of the International Fire Code as found in the Ohio Fire Code shall not be included in the adoption set forth in Section 1610.01.

1610.03 – Fire Apparatus Access Road

Notwithstanding the adoption referenced in Section 1610.01 and the amendments set forth in Section 1610.02, the following regulations also apply.

(A) *Definitions.*

Fire Apparatus Access Road: A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as *fire lanes*, public street, private street, private driveway, parking lot lane, and access roadway.

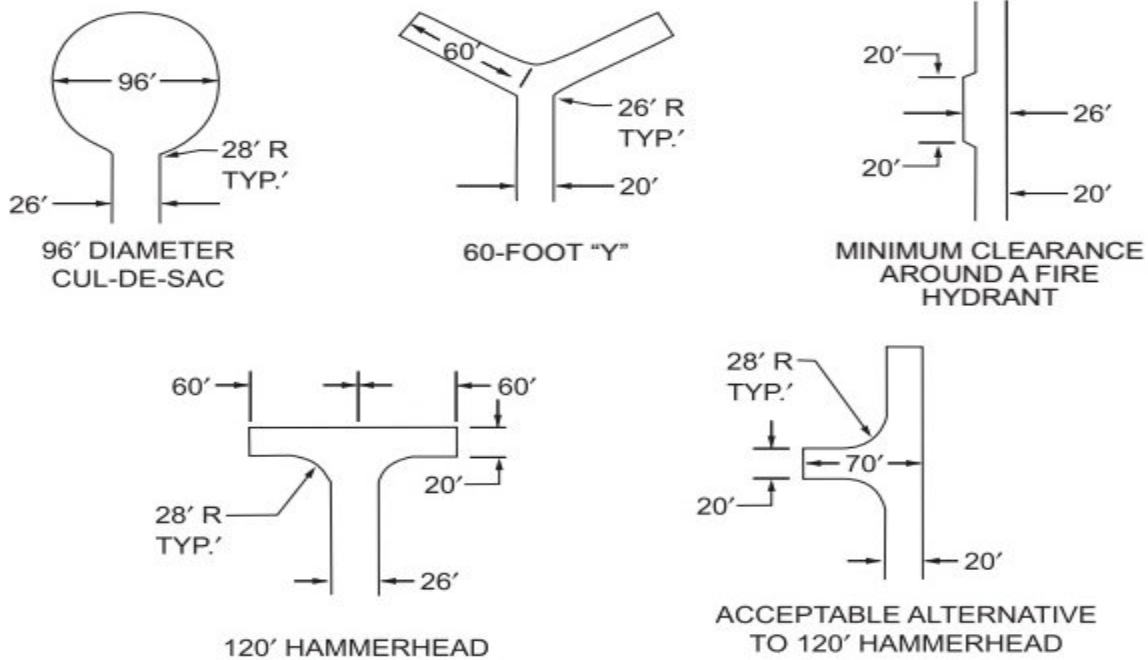
- a. Private Driveways are subject to the provisions of Ohio Fire Code 503 and approval of the Fire Code Official.

Fire Code Official: The *fire chief* or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.

(B) *Required Access.*

- (1) Fire Apparatus access roads shall be in accordance with this ordinance and all other applicable requirements of the International Fire Code.
- (2) *Required access and loading.* Facilities, buildings, neighborhoods, Private Roads, Private Driveways, and Driveways hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds.
- (3) *Grade.* Fire apparatus access roads shall not exceed 10 percent in grade.

- (4) *Maintenance.* The minimum turning radius shall be determined by utilizing the Monroe Fire Department turning template and shown utilizing Auto Cad approved drawings. This must be submitted at the time of application and approved by the Fire Code Official.
- (5) *Turning Radius.* The minimum turning radius shall be determined by utilizing the Monroe Fire Department turning template and shown utilizing Auto Cad approved drawings. This must be submitted at the time of application and approved by the Fire Code Official.
- (6) *Fire apparatus access road gates.* Gates securing the fire apparatus access roads shall comply with all the following criteria:
- Where a gate is provided, the gate width shall be not less than 20 feet. Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet.
 - Gates shall be of the swinging or sliding type.
 - Gates shall always be maintained in an operative condition and replaced or repaired when defective.
 - Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
 - Methods of locking shall be submitted for approval by the fire code official.
- (7) *Dead-ends.* Dead-end fire apparatus access roads more than 150 feet shall be provided with a turnaround.



(C) *Commercial and Industrial Developments.*

- (1) *Buildings exceeding three stories or 30 feet in height.* Buildings or facilities exceeding 30 feet or three stories in height shall have not fewer than two means of fire apparatus access points on the fire access road for each structure.

-
- (2) *Buildings exceeding 62,000 square feet in area.* Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access points on the fire access road.
 - (3) *Remoteness.* Where two fire apparatus access points are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
 - (4) The fire apparatus access road shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building. If the building is sprinklered, then the fire code official can increase the dimension.

(D) *Aerial Fire Apparatus Access Roads.*

- (1) *Where required.* Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of the parapet walls, whichever is greater.
- (2) *Width.* Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- (3) *Proximity to the building.* One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
- (4) *Obstructions.* Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

(E) *Multiple-Family Residential Developments.*

- (1) *Projects having more than 100 dwelling units.* Multiple-family residential projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.
 - a. Secondary access roads shall be constructed by the time of submitting the plans for the 100th dwelling unit plan submittal. If the secondary access road is not complete, then no more building plans will be accepted until completion of the secondary access road.
- (2) *Widths.* Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of the shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- (3) *Remoteness.* Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

(F) *One or Two Family Residential Developments.*

- (1) *One- or two-family dwelling residential developments.* Developments of one- or two- family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate approved apparatus access roads.

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- a. Secondary access roads shall be constructed by the time of submitting the plans for the 30th building plan submittal. If the secondary access road is not complete, then no more building plans will be accepted until completion of the secondary access road.
 - (2) Widths. Driveways extending to a singular single-family home shall be a minimum of 12 feet wide. Private driveways extending to more than one single-family home must be a minimum of 15 feet wide.
 - (3) *Remoteness*. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

(G) *Marking Fire Access Roads.*

- (1) All fire apparatus access roads fire lane signage and markings shall comply with Monroe Codified Ordinance, 1610.02 Amendments, and approved by the fire code official.

(H) *Temporary Secondary Access Roads.*

- (1) Temporary secondary emergency access roads. Temporary access roads will be approved by the fire code official when they comply with all sections of this ordinance.
- (2) Temporary secondary emergency access roads shall have a gate or chain placed at both ends of the access points and be approved by the fire code official.
 - a. All chains or gates shall be secured using a commercial locking device approved by the fire code official. Signage indicating **No Parking Emergency Access Road** shall be hung from the chain using a sign with reflective background and lettering no smaller than 12" Wide and 18" Tall.
- (3) Temporary access drives shall be a minimum of 15' wide.
- (4) Temporary fire apparatus access roads at the approval of the fire code official may approve another surface material providing it will handle the weight ratings of the fire apparatus.

1610.04 - Electric Vehicle Charging Stations

Notwithstanding the adoption referenced in Section 1610.01 and the amendments set forth in Section 1610.02, the following regulations also apply.

(A) *Definitions.*

Bank of Electric Vehicle Charging Stations: shall mean a series of Electric Vehicle Charging Stations that are located in close proximity to one another and that receive electrical current from the same circuit.

Electric Vehicle Charging Station: shall mean battery charging equipment that transfers electrical energy (by conductive or inductive means) to a battery or other energy storage device within an electric vehicle. This term does not include electric vehicle charging equipment installed at or in a private garage unit serving a one, two, or three-family dwelling.

Fire Code Official. shall mean the City of Monroe Fire Chief or his or her designee.

(B) *Installation.*

- (8) Electric vehicle charging systems shall be installed and maintained in accordance with National Fire Protection Association 70 (NFPA 70) and the manufacturer's specifications and recommendations.
- (9) Electric vehicle charging system equipment shall be listed and labeled in accordance with UL 2202.
- (10) Electric vehicle supply equipment shall be listed and labeled in accordance with UL 2594.
- (11) Accessibility to Electric Vehicle Charging Stations shall be provided in accordance with Section 1107 of the Ohio Building Code.

(C) *Location of Electric Vehicle Charging Stations.* Electric vehicle charging stations shall not be located in the following areas:

- (1) Below grade, or partially below grade, defined as not having at least 3 open sides at grade level;
- (2) In any open or enclosed public or private parking garage that does not have an automatic sprinkler system installed throughout in accordance with the Ohio Fire Code and the Ohio Building Code;
- (3) Under any multi-family residential building that is of Type 3 or Type 5 construction, as defined by the Ohio Building Code.

(D) *Impact Protection.* All Electric Vehicle Charging Stations shall be protected in accordance with Ohio Fire Code Section 312.

(E) *Separation Distances.* All Electric Vehicle Charging Stations shall not be located:

- (1) Forty (40) feet or less from dispensing devices for flammable liquids;
- (2) Thirty (30) feet or less from fill connections for above/below ground storage tanks;
- (3) Twenty-five (25) feet from vent piping for above/below ground storage tanks.

(F) *Emergency Shutdown and Electrical Disconnect* All Electric Vehicle Charging Stations shall have at least one electrical disconnect switch in a location that the Fire Code Official approves and determines to be readily accessible to emergency responders. The Fire Code Official may within his/her sole discretion, determine that the Electric Vehicle Charging Station must also have an emergency shutdown device. If the Fire Code Official makes such a determination, the Electric Vehicle Charging Station shall also have emergency shutdown devices in a location approved by the Fire Code Official..

(G) *Marking Fire Access Roads.*

(H) *Location of Electrical Disconnect Switches.* Electric Vehicle Charging Station electrical disconnect switches may serve more than one electric vehicle but shall be located no closer than twenty (20) feet and not more than one hundred (100) feet from each Electrical Vehicle Charging Station that it services. Disconnect switches must be installed in an easily accessed and conspicuous location.

(I) *Shutdown of all Electric Vehicle Charging Stations.* The use or activation of any emergency shutdown device or electrical disconnect switch that services an Electric Vehicle Charging Station shall de-energize all Electrical Vehicle Charging Station equipment in the Bank of Electric Vehicle Charging Stations.

(J) *Signage.*

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- (1) All electric vehicle charging station emergency shutdown devices and electrical disconnect switches shall be provided with signs that state "Emergency Shutdown Device" or "Electrical Disconnect Switch" in block letters on a contrasting background. The location of the signs shall be approved by the Fire Code Official.
 - (2) Existing Electric Vehicle Charging Stations installed prior to the effective date of this resolution shall have signs installed in accordance with the requirements of this Resolution.
 - (3) Existing Electric Vehicle Charging Stations with an existing sign of similar language to that described in this section shall be compliant with this Resolution.

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ORDINANCE NO. 2026-06

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2026-01, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2026.

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

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT	
	000	<i>FUND EXPENSES</i>
		OPERATING EXPENSES 46,500
		OTHER -
		<i>TOTAL</i> 46,500
110	<i>CITY COUNCIL</i>	
		PERSONAL SERVICES 154,635
		OPERATING EXPENSES 192,900
		<i>TOTAL</i> 347,535
120	<i>CITY MANAGER'S OFFICE</i>	
		PERSONAL SERVICES 568,595
		OPERATING EXPENSES 515,245
		<i>TOTAL</i> 1,083,840
125	<i>INFORMATION TECHNOLOGY</i>	
		PERSONAL SERVICES 370,585
		OPERATING EXPENSES 659,497
		<i>TOTAL</i> 1,030,082
130	<i>HUMAN RESOURCES</i>	
		PERSONAL SERVICES 546,315

	OPERATING EXPENSES	<u>289,750</u>
	<i>TOTAL</i>	836,065
135	<i>ECONOMIC DEVELOPMENT</i>	
	PERSONAL SERVICES	136,895
	OPERATING EXPENSES	<u>160,000</u>
	<i>TOTAL</i>	296,895
140	<i>DEVELOPMENT</i>	
	PERSONAL SERVICES	641,955
	OPERATING EXPENSES	459,500
	OTHER EXPENSES	<u>1,000</u>
	<i>TOTAL</i>	1,102,455
145	<i>ENGINEERING</i>	
	PERSONAL SERVICES	493,775
	OPERATING EXPENSES	<u>545,750</u>
	<i>TOTAL</i>	1,039,525
150	<i>FINANCE</i>	
	PERSONAL SERVICES	1,232,745
	OPERATING EXPENSES	382,950
	OTHER EXPENSES	<u>1,250,000</u>
	<i>TOTAL</i>	2,865,695
160	<i>MAYOR'S COURT</i>	
	PERSONAL SERVICES	134,810
	OPERATING EXPENSES	<u>22,150</u>
	<i>TOTAL</i>	156,960

TOTAL GENERAL GOVERNMENT **8,805,552**

PUBLIC SAFETY

220 *PUBLIC SAFETY COMMUNICATIONS*

PERSONAL SERVICES	957,460
OPERATING EXPENSES	<u>129,800</u>
<i>TOTAL</i>	<i>1,087,260</i>

250 *POLICE*

OTHER EXPENSES	<u>4,225,000</u>
<i>TOTAL</i>	<i>4,225,000</i>

270 *FIRE*

OTHER EXPENSES	<u>4,450,000</u>
<i>TOTAL</i>	<i>4,450,000</i>

TOTAL PUBLIC SAFETY **9,762,260**

PUBLIC WORKS

310 *STREET*

OTHER EXPENSES	<u>800,000</u>
<i>TOTAL</i>	<i>800,000</i>

330 *BUILDINGS AND GROUNDS*

OPERATING EXPENSES	<u>611,500</u>
<i>TOTAL</i>	<i>611,500</i>

340 *CEMETERY*

OTHER EXPENSES	<u>25,000</u>
<i>TOTAL</i>	<i>25,000</i>

TOTAL PUBLIC WORKS **1,436,500**

	PERSONAL SERVICES	2,065,105	
	OPERATING EXPENSES	1,009,400	
	<i>TOTAL</i>		<i>3,074,505</i>
2220	STATE HIGHWAY FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	91,250	
	<i>TOTAL</i>		<i>91,250</i>
2230	MOTOR VEHICLE LICENSE		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	200	
	<i>TOTAL</i>		<i>200</i>
2310	FIRE - 1989 LEVY FUND		
	<i>PUBLIC SAFETY</i>		
	PERSONAL SERVICES	5,719,880	
	OPERATING EXPENSES	931,500	
	OTHER EXPENSES	3,800	
	<i>TOTAL</i>		<i>6,655,180</i>
2330	PUBLIC SAFETY FEMA GRANT FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	1,500	
	<i>TOTAL</i>		<i>1,500</i>
2370	ONEOHIO OPIOID SETTLEMENT FUND		
	250 <i>GENERAL GOVERNMENT</i>		
	OTHER EXPENSES	20,000	
	<i>TOTAL</i>		<i>20,000</i>
2410	POLICE LAW ENFORCEMENT		
	250 <i>PUBLIC SAFETY</i>		

	PERSONAL SERVICES	4,338,875	
	OPERATING EXPENSES	931,700	
	<i>TOTAL</i>		<i>5,270,575</i>
2420	DARE GRANT FUND		
	250 PUBLIC SAFETY		
	PERSONAL SERVICES	-	
	OPERATING EXPENSES	6,500	
	<i>TOTAL</i>		<i>6,500</i>
2430	ENFORCEMENT & EDUCATION FUND		
	250 PUBLIC SAFETY		
	OPERATING EXPENSES	3,000	
	<i>TOTAL</i>		<i>3,000</i>
2450	OHIO PEACE OFFICER TRAINING FUND		
	250 PUBLIC SAFETY		
	OPERATING EXPENSES	65,000	
	<i>TOTAL</i>		<i>65,000</i>
2510	COURT TECHNOLOGY IMPROVEMENT		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	12,500	
	<i>TOTAL</i>		<i>12,500</i>
2600	2004 TIFS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	51,304	
	OTHER EXPENSES	3,861,957	
	<i>TOTAL</i>		<i>3,913,261</i>
2700	2004 RIDS		
	<i>DEVELOPMENT INCENTIVES</i>		

OPERATING EXPENSES	76,824	
OTHER EXPENSES	7,337,813	
<i>TOTAL</i>		<i>7,414,637</i>

GRAND TOTAL SPECIAL REVENUE FUNDS

30,078,109

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

3101 CAPITAL INCOME TAX FUND

GENERAL GOVERNMENT

CAPITAL EXPENSES 137,000

PUBLIC SAFETY

CAPITAL EXPENSES 404,056

PUBLIC WORKS

OPERATING EXPENSES -

CAPITAL EXPENSES 796,312

OTHER FINANCING USES

OTHER EXPENSES 611,800

TOTAL 1,949,168

3110 PARK IMPROVEMENT FUND

PARKS AND RECREATION

OPERATING -

CAPITAL EXPENSES 350,000

TOTAL 350,000

3120 CAPITAL IMPROVEMENT FUND

GENERAL GOVERNMENT

CAPITAL EXPENSES 1,800,000

PUBLIC SAFETY

	CAPITAL EXPENSES	120,600	
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	500	
	CAPITAL EXPENSES	4,498,986	
	<i>TOTAL</i>		<i>6,420,086</i>
6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	100,000	
	CAPITAL EXPENSES	1,015,000	
	<i>TOTAL</i>		<i>1,115,000</i>
6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	400,000	
	<i>TOTAL</i>		<i>400,030</i>
			<hr/>
	GRAND TOTAL CAPITAL PROJECTS FUNDS		<u>10,234,284</u>

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

4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	850,853	
	<i>TOTAL</i>		<i>850,853</i>
4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	431,730	
	<i>TOTAL</i>		<i>431,730</i>

4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	517,560	
	<i>TOTAL</i>		<i>517,660</i>

4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	614,063	
	<i>TOTAL</i>		<i>614,063</i>

GRAND TOTAL DEBT SERVICE FUNDS **2,414,306**

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

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10	
	<i>TOTAL</i>		<i>10</i>

GRAND TOTAL SPECIAL ASSESSMENT FUNDS **10**

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

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	1,296,785	
	OPERATING EXPENSES	2,560,300	
	OTHER EXPENSES	1,100,000	
	<i>TOTAL</i>		<i>4,957,085</i>

6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		

	PERSONAL SERVICES	112,975	
	OPERATING EXPENSES	1,322,200	
	<i>TOTAL</i>		<i>1,435,175</i>
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	257,680	
	OPERATING EXPENSES	310,650	
	CAPITAL EXPENSES	600,000	
	<i>TOTAL</i>		<i>1,168,330</i>
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	129,135	
	OPERATING EXPENSES	1,167,000	
	<i>TOTAL</i>		<i>1,296,135</i>
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	94,800	
	<i>TOTAL</i>		<i>134,800</i>
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	160,050	
	<i>TOTAL</i>		<u><i>160,050</i></u>
	GRAND TOTAL ENTERPRISE FUNDS		<u>9,151,575</u>

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

7100 CEMETERY MAINTENANCE TRUST FUND
FUND EXPENSE

	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	-	
	<i>TOTAL</i>		<i>10,000</i>
7110	MOUND CEMETERY TRUST FUND <i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	-	
	<i>TOTAL</i>		<i>10,000</i>
7120	LONG STREET CEMETERY TRUST FUND <i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND <i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		<i>-</i>
7320	FIRE LOSS SECURITY FUND <i>PUBLIC SAFETY</i>		
	OPERATING	-	
	<i>TOTAL</i>		<i>-</i>
7410	DRUG LAW ENFORCEMENT TRUST FUND <i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	10,000	
	<i>TOTAL</i>		<i>10,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS			<hr/> <i>30,250</i> <hr/>
TOTAL ALL APPROPRIATIONS			<hr/> <i>73,448,681</i> <hr/>

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 07-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BURGESS & NIPLE/KZF DESIGN JOINT VENTURE FOR A CRITERIA ARCHITECT FOR THE NEW PUBLIC WORKS FACILITY AND FIRE DEPARTMENT STATION 62 UPGRADES.

WHEREAS, the use of a criteria architect for the new public works facility and the addition and renovation of Fire Station 62 is determined to be in the best interest of City to move forward with these projects.

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 professional services agreement by and between the City of Monroe and Burgess & Niple/KZF Design Joint Venture for a criteria architect for the new public works facility and fire department station 62 upgrades. The terms and conditions of this 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 its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: February 13, 2024

ATTEST:

APPROVED:



Clerk of Council



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

Exhibit "A" Res No. 07-2024

Date: 15 January, 2024

Name ▪ Gary Morton, Public Works Director

Address ▪
 City of Monroe
 233 South Main Street
 Monroe, Ohio 45050

Subject: Proposal for Criteria Architect / Engineer Services
 New Public Works Facility
 Fire Station #62 Expansion / Renovation
 City of Monroe, OH

Gary,

The Burgess & Niple / KZF Design Joint Venture (BN-KZF JV) is pleased to provide this proposal for professional design services for the above referenced project. This proposal is based on the Request for Qualifications (RFQ), dated August 10, 2024 provided by the City of Monroe (the Client), as well as subsequent discussions with City of Monroe staff clarifying the required project scope of services.

The project scope is presumed to be substantially compliant, as defined in the RFQ as well as supplemental information as noted in Attachment A "Criteria AE Project Scope Definition, Scope of Services and Deliverable Summary" included in this proposal.

Anticipated Project Schedule:

<u>Task</u>	<u>Start Date</u>	<u>Completion Date</u>
Project Kickoff:	February 1, 2024	
Programming Phase:	February 1, 2024	March 30, 2024
Schematic Design Phase:	April 1, 2024	June 15, 2024
Design Development Phase:	June 16, 2024	Sept. 30, 2024
Design-Builder Procurement Phase:	October 1, 2024	January 30, 2025
Bridging Phase:	February 1, 2025	February 28, 2025
DB Construction Documents Phase:	March 1, 2025	August 30, 2025
DB Bidding Phase:	September 1, 2025	October 30, 2025
Construction Phase:	November 1, 2025	November 1, 2026

Basic Service Fee:

For Basic Services provided by BN-KZF JV and all Consultants, the Client shall pay BN-KZF JV the Basic Service Fee of \$1,099,000 which shall not be exceeded without the prior written approval of the Client, and an amendment to this Agreement. The Basic Service Fee is based on the scope of services defined herein.

Project Stage/Task	Fee
Programming Phase	\$100,000
Schematic Design Phase	\$250,000
Design Development Phase	\$295,000
Design-Builder Procurement Phase	\$34,000
Bridging Phase	\$50,000
DB Construction Documents Phase	\$84,000
DB Bidding Phase	\$34,000
Construction Phase	\$252,000
Total Basic Service Fee	\$1,099,000

Reimbursable Expenses

Expenses (plotting, printing, shipping / delivery, mileage) will be billed per the terms and conditions noted herein. Based on BN-KZF JV's experience with projects of this type, scale and scope, we estimate that the total for reimbursable expenses will be approximately \$5,000.00, which is NOT included in the Basic Service Fee. Reimbursable expenses will be billed at cost plus a 10% administrative fee.

Additional Services

The scope of services as defined herein is expected to be sufficient to complete the identified phase(s) of the project. If in the course of developing the project other services are required or a modification to the scope of services is necessary, BN-KZF JV will submit a proposal for additional services. Whenever possible, the change in service will be identified prior to the performance of the service, and we will obtain Clients written approval prior to proceeding. However, if it is necessary to keep the project on schedule, we may proceed with additional services based on Client's email authorization of the change in scope only.

If additional services are requested, BN-KZF JV will offer these on an hourly rate basis, using the BN-KZF JV's standard hourly rates or on an agreed-upon stipulated fee. BN-KZF JV 2024 Hourly Rate Schedule as included in this proposal.

Exclusions / Clarifications

1. Attendance at additional meetings, presentations, and / or open houses not specifically defined herein, or in excess of those noted herein.
2. Additional site observation visits in excess of those noted as included in the Basic Services
3. Site survey and final re-plat documents for proposed project sites is not included.
4. Individual surveying, interviews or collection of data related to programming from staff members beyond key department staff or as noted herein.
5. Traffic studies or reports which may be required by the local authorities having jurisdiction is not included.
6. Invasive or destructive investigations of existing facilities is not included.
7. Hazardous materials investigation, testing or reports is not included.
8. Any identified environmental investigation and / or remediation services which may be required by any AHJ (i.e. "blue line" stream, wetlands, protected species, etc.) are not included.
9. Detailed review of existing building systems/components is not included.
10. Topographic surveying is not included.

11. Detailed energy modeling is not included.
12. Deep foundations or non-standard / unconventional foundation design services are not included.
13. Radon mitigation systems design services are not included.
14. Building or zoning code variance approval procedures are not included.
15. Value engineering services for major systems (structural and / or MEP) after the completion of the Schematic Design Phase services are not included.
16. Renderings, models or similar presentation documents unless specifically noted otherwise herein. As part of our Basic Services, BN-KZF JV proposes to prepare our designs and documents in Revit software, which facilitates the production of basic 3D images of the building's exterior elevations for diagrammatic use during design activities. Detailed renderings, animations or other or similar detailed 3D deliverables are not included, however can be provided as requested for an additional fee.
17. Geotechnical investigation, testing or reports are not included.
18. LEED administrative, studies, models, submittals, calculations or approvals is not included.
19. Investigation, surveying, analysis, studies or reporting for any public utilities, roadways or similar infrastructure is not included.
20. Quality control testing or special inspections and related reports or documentation which may be required by the AHJ and / or local codes are not included.
21. Project start-up or commissioning procedures, services or reports or preparation of operations manuals, vendor data, warranty information or similar are not included.
22. Any significant modification to the project budget (increase or decrease) greater than 5% will require additional service (for increased budget / cost) or a fee reduction (for reduced budget / cost). Increase or decrease shall be proportional to the Basic Service Fee as related to the budget stated in this proposal.
23. Additional administrative time / costs due to the extension of project delivery schedule (design or construction) beyond that noted herein are not included.
24. Consultation or recommendations related to repair / replacement of work (existing or new) damaged or incorrectly installed during construction is not included.
25. Revisions to the deliverables inconsistent with previous instructions or approvals by the Client, and/or resultant to Client's (or client's Consultants, Owners) failure to render decisions in a timely manner.

Client Provided Items:

1. Site survey and final re-plat documents for proposed site.
2. Geotechnical report including recommendations for foundation improvements, foundation type recommendations, soil capacities and seismic conditions at each site.
3. "Front end" general conditions / requirements, and / or procurement specifications for inclusion in Project Manuals as part of the Design-Build RFQ / P document.
4. Budget resolution at the end of each Basic Service Phase (approve, raise budget, or reduce scope) prior to authorizing commencement of subsequent phase.
5. General program information as required by BN-KZF JV for the proposed functions to be housed in the proposed projects.
6. Detailed information including specifications, design requirements / criteria and coordination for Client furnished specialized equipment to be housed in the proposed projects.
7. Access to the project site for review and observation of conditions

8. Computer / Data / Telephone / Telecom / Audio-Video / CCTV / Security / Specialty and / or Emergency Communications systems design, and documents as required by project.
9. Required special inspections and / or construction materials testing services.

Proposed Terms and Conditions:

BN-KZF JV shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. In addition to the compensation for professional services, BN-KZF JV shall be reimbursed for out-of-pocket expenses (printing / plotting, mailing / overnight shipping, permit fees, mileage). Client shall pay BN-KZF JV the full amount due upon receipt of invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1-1/2%) per month compounded monthly after thirty days. BN-KZF JV reserves the right to suspend services and / or not issue documents if the Clients account is past due.

The Client agrees that to the fullest extent permitted by law, BN-KZF JV 's total liability to the Client for any and all injuries, claims, losses, expenses, damages, arising out of this Agreement from any cause or causes shall not exceed \$2,000,000 aggregate / \$1,000,000 per occurrence from BN-KZF JV 's standard professional liability and commercial general insurance coverages for this project. Upon request, BN-KZF JV will provide a standard ACORD statement of BN-KZF JV's policy limits for this project, including the Client as an additional insured on the policy, which will be maintained for the duration of the project design and construction.

It is recognized that BN-KZF JV does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, BN-KZF JV cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Probable Construction Cost or evaluation prepared or agreed to by BN-KZF JV.

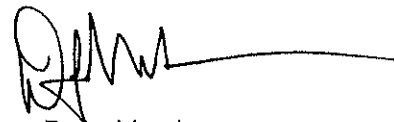
If the terms and conditions stated herein are acceptable to you, BN-KZF JV expects that a final professional services agreement, based on AIA Standard Contracts, will be executed with the Client, with this proposal and its attachments included for reference.

Thank you for selecting the BN-KZF JV team as your professional design consultant for this project. Please do not hesitate to reach out to me directly if you have questions or wish to discuss this proposal further.

Sincerely,
KZF Design Inc.



Scott F. Csendes, A.I.A., P.M.P.
Vice President – Director, Civic and Public Safety Division



Doug Marsh
President/CEO

B&N / KZF JV - 2024 Hourly Rate Schedule

Category	Rate
Architect Level 1	\$137
Architect Level 2	\$190
Architect Level 3	\$210
Construction Administrator	\$220
Civil Designer Level 1	\$126
Civil Designer Level 3	\$168
Civil Engineer Level 1	\$147
Civil Engineer Level 3	\$200
Clerical	\$115
Designer Level 1	\$95
Designer Level 2	\$137
Designer Level 3	\$179
Electrical Designer 1	\$126
Electrical Designer 2	\$158
Electrical Designer 3	\$168
Electrical Engineer Level 1	\$179
Electrical Engineer Level 3	\$305
Interior Designer Level 1	\$105
Interior Designer Level 3	\$230
Mechanical Designer Level 2	\$179
Mechanical Engineer Level 2	\$179
Mechanical Engineer Level 3	\$252
Planner Level 1	\$115
Planner Level 3	\$220
Principal	\$400
Project Manager Level 1	\$147
Project Manager Level 2	\$200
Project Manager Level 3	\$230
Structural Designer Level 2	\$126
Structural Designer Level 3	\$147
Structural Engineer Level 2	\$179
Structural Engineer Level 3	\$220

Rates Effective through 12/31/2024

Public Works

>\$16M to \$18M construction budget, includes ALL facility equipment, excludes AE fees & similar soft costs (geotechnical services, special inspection services, DB fees, permit fees, bonding / insurance, commissioning & similar).

>Design in capability for future growth in Office / Admin Area.

>Include a mechanic shop area to perform service on PW equipment / vehicles including 4 service bays.

>Include a 5,000 ton salt storage capacity & brine mixing area

>Equipment storage can be provided in a variety of environments appropriate for the equipment being stored (covered & warm, covered & cold, open & cold, etc.)

>Key spaces / areas to be included:

1. Sign Shop
2. Space for Water Department including EPA testing lab.
3. Space for Future Parks & Rec Department
4. Consider Space for possible inclusion of Development Department

Project Information

>Scope shall include the study of both east & west sites on Clark

>Road Design to extend Clark as needed including utilities shall be included in the Scope (which is expected to be generally limited)

>Site layout included in final Criteria Package shall allow flexibility for reconfiguration by the DB Teams as a betterment.

>Total program expected to be approximately 100,000sf.

>Developed project site expected to be approximately 1.5 acres.

>Project expected to be delivered in a Design-Build model, with a 2-step procurement process

Scope of Services

Deliverables Notes

Programming

>Assist the Client in procurement of geotechnical services

>Perform site due diligence / analysis services including contacting gas, electric, water & sanitary providers to confirm availability & requirements for services to both sites.

>Attend kick-off meeting with key PW stakeholders to review project goals, budget, schedule, requirements & program.

>Distribute PW facility questionnaire to key stakeholders.

>Collect, analyze questionnaires & develop preliminary project program (building & site).

>Meet with Client to review program questions, review room diagrams, review site elements / diagrams for program spaces & areas.

>Meet with PW staff (in multiple groups) to review project scope, program, schedules including engaging with groups to gain feedback & input on proposed project program & design. Includes up to 3 group meetings.

>Revise preliminary program & issue final project program including room diagrams.

>Develop a preliminary project budget including hard and soft costs to be used for comparative analysis during design phases.

>Develop a preliminary project schedule including key milestones & critical path items including anticipated construction phase activities.

>Identify critical project criteria items (materials, systems, equipment) required to be detailed in the final criteria documents.

Criteria AE Team Leading

General -

>PW facility questionnaire

>Meeting minutes from scheduled project meetings.

>Project Budget Format Report & Initial budget breakdown

>Initial General Project Schedule including primary project phases.

Site / Civil -

>Report confirming available utilities to site & utility provider required service configurations.

>Zoning Summary Report.

>Narrative summary of zoning required landscaping improvements.

Architectural -

>Final Project Program

>Room Diagrams for Program Spaces

>Preliminary Room Data Sheets (Primary Spaces only this Phase)

FF&E -

>Preliminary Equipment List of anticipated Owner Furnished Items.

Structural -

>Draft RFP for geotechnical services.

Mechanical - None

Electrical - None

Plumbing - None

Fire Protection - None

Schematic Design

>Propose schematic design solutions and identify design strategy / options for the site layout (includes both east & west Clark sites).

>Propose schematic design solutions and identify design strategy / options for the building shell / envelope

>Propose schematic design solutions and identify design strategy / options for the building layout.

>Propose schematic design solutions and identify design strategy / options for the building structural systems

>Propose schematic design solutions and identify design strategy / options for the building MEP systems. Includes presentation / review of optional mechanical system types with Client.

>Develop project equipment list including (OFOI, OFCI & CFCl Items).

>Prepare and issue a Preliminary Schematic Design Package including architectural, structural, civil, and MEP documents at 75% complete of the Schematic Design Phase to allow review and approval by the Client. Subsequently make revisions based on review comments received. Includes meeting to review Client comments.

>Preparation of project specification list of contents for anticipated project materials, components, systems.

>Issue a Final Schematic Design Package including architectural, structural, civil, and MEP documents for submittal to, and approval by the Client.

>Based on Final Schematic Design Package prepare an Opinion of Anticipated Construction Cost.

>Update preliminary project schedule.

>Participate in regular design meetings (anticipated to be six (6) this phase to review regular design progress, identified issues, and general coordination with the Client

General -

>30% Schematic Design Review Submittal (containing info noted below)

>100% Schematic Design Review Submittal (containing info noted below)

>Meeting minutes from scheduled project meetings.

>Updated Project Budget

>Updated Project Schedule.

Site / Civil -

>Preliminary design options / studies (layout plans)

>Narrative report of preliminary civil design requirements

>Identification of required civil specification sections (table of contents & confirmation of performance spec vs. product specification required).

Architectural -

>Preliminary building floor plan options / studies.

>Preliminary exterior elevation options / studies.

>Preliminary building shell sections / studies.

>Narrative report of selected building shell system

>Further Developed Room Data Sheets (RDS) defining anticipated physical characteristics / finishes & specialized environmental requirements.

>Identification of required architectural specification sections (table of contents & confirmation of performance spec vs. product specification required).

FF&E -

>Preliminary equipment list including OFOIs, OFCIs & CFCl items

Structural -

>Preliminary building structural foundation & framing plans, details.

>Narrative report of selected structural system

>Identification of required structural specification sections (table of contents & confirmation of performance spec vs. product specification required).

Mechanical -

>Presentation of good / better / best optional mechanical systems.

>Narrative report of selected mechanical systems.

>Identification of required mechanical specification sections (table of contents & confirmation of performance spec vs. product specification required).

Electrical -

>Narrative report of anticipated electrical service & system strategy, including description of primary system components.

>Identification of required electrical specification sections (table of contents & confirmation of performance spec vs. product specification required).

Plumbing -

>Narrative report of anticipated plumbing service & system strategy, including description of primary system components.

>Identification of required plumbing specification sections (table of contents & confirmation of performance spec vs. product specification required).

Fire Protection -

>Narrative report of anticipated fire protection service & system strategy, including description of primary system components.

>Identification of required fire protection specification sections (table of contents & confirmation of performance spec vs. product specification required).

Design Development (Start)

- >Building and zoning code due diligence review and analysis, including meeting with governing department(s) to review any identified potential code concerns / limitations.
- >Continue design development of approved schematic design solution for the selected site layout. (Includes one selected site - east or west).
- >Continue design development of approved schematic design solution for the selected building shell / envelope systems.
- >Continue design development of approved schematic design solutions for the selected building plan layout.
- >Continue design development of approved schematic design solutions for the selected building structural systems.
- >Continue design development of approved schematic design solutions for the selected building MEP systems.
- >Finalize a project equipment list including (OFO), OFCI & CFCl items).
- >Prepare and Issue a Preliminary Design Development Package including architectural, structural, civil, and MEP documents at 75% complete of the Design Development Phase to allow review and approval by the Client. Subsequently make revisions based on review comments received. Includes meeting to review Client comments.
- >Preparation of project criteria specifications for anticipated project materials, components, systems.
- >Issue a Final Design Development Package including architectural, structural, civil, and MEP documents for submittal to, and approval by the Client. (To be used as the Criteria Documents).
- >Based on Final Design Development Package update the Schematic Design Opinion of Anticipated Construction Cost.
- >Participate in regular design meetings (anticipated to be six (6) this phase to review regular design progress, identified issues, and general coordination with the Client

General -

- >75% Design Development Review Submittal (containing info noted below)
- >100% Design Development Review Submittal (containing info noted below)
- >Meeting minutes from scheduled project meetings.
- >Updated Project Budget.
- >Updated Project Schedule.
- >Final RFP for geotechnical services
- >Site / CAD -
- >Final site elevations including site plan, utility plan, conceptual site plan.
- >Narrative report of final civil design requirements supporting drawings.
- >Required civil specification sections (presumed to be 90% performance spec & 10% product specification type)
- Architectural -**
- >Building floor plan, equipment layout plan, referenced ceiling plan
- >Exterior elevations.
- >Building shell wall sections and specified details identified.
- >Final narrative report of selected building shell system & requirements supporting drawings.
- >Final Room Data Sheets (RDS) defining physical characteristics / finishes & specified environmental requirements
- >Required architectural specification sections (presumed to be 75% performance spec & 25% product specification type)
- MEP -**
- >Final Equipment List including all OFOI, OFCI & CFCl items. Basis of design specifications for CFCl items, OFCI & OFCI data to be provided by Client.
- Structural -**
- >Building structural foundation plan, framing plan.
- >Final narrative report of selected structural system supporting drawings.
- >Required structural specification sections (presumed to be 95% performance spec & 5% product specification type)
- Mechanical -**
- >Building mechanical plan including primary mechanical system components & equipment (excludes duct layout), engineered primary mechanical equip. schedule.
- >Final narrative report of selected mechanical system supporting drawings.
- >Required mechanical specification sections (presumed to be 70% performance spec & 30% product specification type)
- Electrical -**
- >Building electrical power plan including electrical services, load center & service panel locations, electrical system single line diagram, lighting plan, engineered primary electrical equipment schedule including bus, switchgear, air conditioned panels, generator, transfer switch.
- >Building coordinated / AV / access control / security plan (based on Client provided information)
- >Final narrative report of anticipated electrical service & system strategy, including description of primary system components
- >Final narrative report of anticipated IT / data / access control / security systems (based on Client provided information)
- >Required electrical specification sections (presumed to be 75% performance spec & 25% product specification type)
- Plumbing -**
- >Building plumbing plan including primary plumbing system components & equipment.
- >Final narrative report of anticipated plumbing services & system strategy, including description of primary system components
- >Required plumbing specification sections (presumed to be 90% performance spec & 10% product specification type)
- Fire Protection -**
- >Final narrative report of anticipated fire protection service & system strategy, including description of primary system components.
- >Required fire protection specification sections (presumed to be 100% performance spec & 0% product specification type)

DB Procurement

Qualifications Phase:

- >Assist the Client in preparing Request for Qualifications package for Design-Build Services
- >Coordinate with the Client's legal representatives related to regulatory requirements and their inclusion / integration into the Final Design-Build RFP and RFQ packages.
- >Attend one pre-RFQ submittal meeting for interested DB teams
- >Respond to RFI's during RFQ phase
- >Assist the Client in reviewing submitted RFQ's, tabulating scoring, and confirming qualifications of submitted SOQ's for compliance with RFQ.

Proposal Phase:

- >Assist the Client in preparing Request for Proposal packages for shortlisted Design-Build teams.
- >Coordinate with the Client's legal representatives related to regulatory requirements and their inclusion / integration into the Final Design-Build RFP and RFQ packages.
- >Attend one pre-RFP submittal meeting for shortlisted DB teams
- >Respond to RFI's during RFP phase
- >Participate in interviews / presentations by short-listed DB teams for presentation of final proposals.
- >Assist the Client in reviewing submitted Proposals, tabulating scoring, review of offered "value add" / alternate / betterment proposal items, supporting RFP scoring committees as required related to clarifying submittals, and assistance with scoring tabulation of RFP submittals rankings, and issue recommendations based on conformance with criteria.

General -

- >Final RFQ for Design-Builders package
- >Addenda related to RFI's received during RFQ process.
- >Final RFP for Shortlisted Design-Builders package
- >Addenda related to RFI's received during the RFP process.
- >Report of Criteria Compliance for submitted Design-Builders Proposals.

Bridging Phase

- >Attend Bridging Kickoff Meeting with DB Team, Client to generally review Project Program and Criteria Documents, project goals, project schedule and milestones, administrative requirements, etc.
- >Review updated project schedules and budgets as submitted & provide recommendations to Client
- >Review proposed material / equipment substitutions
- >Assist the Client with contract negotiations & contract review with DB (presumed to be lead by Client's legal representative).

Handoff to DB Team

None

Construction Documents

- >Participate in up to 6 meetings with DB team during final document development to review criteria, review proposed modifications, review DB documents & observe coordination activities of the DB team AOR/EOR.
- >Respond to DB Team RFI's during development of final documents by DB team.
- >Review DB Team 50% CD Submittal for compliance with Criteria Documents, including issuing report
- >Review DB Team 95% CD Submittal for compliance with Criteria Documents, including issuing report

- >50% CD Review Report of Design-Builders submittal
- >95% CD Review Report of Design-Builders submittal

Bidding

- >Assist the Client in procurement of special inspections services

- >Final RFP for special inspection services

Construction

- >Provide Owner Rep Services
- >Attend weekly OAC meetings on site to review construction progress & general compliance with DB drawings & criteria - Includes up to 50 meetings.
- >Issue weekly field reports
- >Review limited / select shop drawings for key building components and equipment (TBD).
- >Review & provide feedback to Client on construction materials testing reports & special inspection reports.
- >Monitor DB provided schedule for performance & report issues.
- >Monitor contingency budgets and provide regular feedback & recommendations.
- >Review monthly DB pay applications.
- >Report any identified potential change order items or schedule delays.
- >Review & advise Client on potential scope changes which may be required / requested.
- >Review & verify change order scope, costs.
- >Complete punch list on site observation (all disciplines) & provide final punch list. Includes back-punch visit to confirm completion of corrections.
- >Issue certificate of substantial completion.
- >Assist in confirming DB required closeout documents & items have been provided.

- >Weekly observation reports with photos.
- >Monthly report on project budget status.
- >Monthly report on project schedule / construction progress status
- >Project punch list report.
- >Certificate of Substantial Completion

Notes:

1. Geotechnical services are presumed to be based on the final approved site & sitelayout plan.
2. Equipment acronym key - OFOI = Owner Furnished Owner Installed, OFCI = Owner Furnished Contractor Installed, CFCl = Contractor Furnished Contractor Installed.
3. Scope presumes that previously completed site survey remains accurate, if site topo, utilities, etc. have been modified since completion of previous survey, updated survey services can be provided as an additional service.
- 4.

Project Information	Fire Station
	<ul style="list-style-type: none"> >\$2M to \$3M construction budget, includes facility equipment, excludes AE fees & similar soft costs. >Include Training Room to fit 50-60 people at tables/chairs (similar to MPD Training Room, size & durability) which may also be used by the public. >Update living quarters for 6 firefighters, with existing Bat. Chief quarters to remain, & possible expansion for 2 additional bunk rooms. >Update and enlarge the current Fitness Room. >Update the current Rest Rooms to be gender neutral configurations. >Expand for one new Apparatus Bay, with consideration to include a saddlebag area for support spaces. >Consider upgrades to the existing Turn-out Gear Room >Facility no longer uses septic field, has sanitary tie into adjacent residential development. >A new generator is on order to replace existing, will be located at SE side of building. >Wood "Barn" can be demolished for expansion. >Equipment to be stored in Apparatus Bays includes 1 Engine, 2 Squads, 1 Reserve Ladder, Battalion Vehicle, Pick-up w/ Boat/Trailer, Gator

Scope of Services	Deliverables Notes
<p>Programming</p> <ul style="list-style-type: none"> >Perform site due diligence / analysis services including contacting gas, electric, water & sanitary providers to confirm availability & requirements for anticipated service modifications to the facility. >Attend kick-off meeting with key FD stakeholders to review project goals, budget, schedule, requirements & program. >Distribute FD facility questionnaire to key stakeholders. >Collect, analyze questionnaires & develop preliminary project program. >Meet with Client to review program questions, review room diagrams, review site elements / diagrams for program spaces & areas. >Revise preliminary program & issue final project program including room diagrams. >Building and zoning code due diligence review and analysis, including meeting with governing department(s) to review any identified potential code concerns / limitations. >Complete general facility system review (A/S/C/MEP) to identify any existing systems / components which may require replacement / repairs due to age / condition. >Develop a preliminary project budget including hard and soft costs to be used for comparative analysis during design phases. >Develop a preliminary project schedule including key milestones & critical path items including anticipated construction phase activities. >Identify critical project criteria items (materials, systems, equipment) required to be detailed in the final criteria documents. 	<p>Criteria AE Team Leading</p> <p>General -</p> <ul style="list-style-type: none"> >Fire Station facility questionnaire >Meeting minutes from scheduled project meetings. >Project Budget Format Report & Initial budget breakdown >Initial General Project Schedule including primary project phases. <p>Site / Civil -</p> <ul style="list-style-type: none"> >Report confirming capacity of utilities to building confirming ability of existing services to meet increased demands. >Zoning Summary Report. >Narrative summary of zoning required landscaping improvements. <p>Architectural -</p> <ul style="list-style-type: none"> >Final Project Program >Room Diagrams for Program Spaces >Preliminary Room Data Sheets (Primary Spaces only this Phase) <p>FF&E -</p> <ul style="list-style-type: none"> >Preliminary Equipment List of anticipated Owner Furnished Items. <p>Structural -</p> <ul style="list-style-type: none"> >Draft RFP for geotechnical services. <p>Mechanical - None</p> <p>Electrical - None</p> <p>Plumbing - None</p> <p>Fire Protection - None</p>
<p>Schematic Design</p> <ul style="list-style-type: none"> >Propose schematic design solutions and identify design strategy / options for the site layout. >Propose schematic design solutions and identify design strategy for the building shell / envelope (to match existing facility construction). >Propose schematic design solutions and identify design strategy / options for the building layout. >Propose schematic design solutions and identify design strategy / options for the building structural systems (to match existing facility construction). >Propose schematic design solutions and identify design strategy / options for the building MEP systems (to match existing facility systems). >Develop project equipment list including (OFOI, OFCI & CFCl items) for new equipment. >Prepare and issue a Preliminary Schematic Design Package including architectural, structural, civil, and MEP documents at 75% complete of the Schematic Design Phase to allow review and approval by the Client. Subsequently make revisions based on review comments received. Includes meeting to review Client comments. >Preparation of project specification list of contents for anticipated project materials, components, systems. >Issue a Final Schematic Design Package including architectural, structural, civil, and MEP documents for submittal to, and approval by the Client. >Based on Final Schematic Design Package prepare an Opinion of Anticipated Construction Cost. >Participate in regular design meetings (anticipated to be three (3) this phase to review regular design progress, identified issues, and general coordination with the Client 	<p>General -</p> <ul style="list-style-type: none"> >75% Schematic Design Review Submittal (contents information below) >80% Schematic Design Review Submittal (contents information below) >Meeting minutes from scheduled project meetings. >Updated Project Budget >Updated Project Schedule. <p>Site / Civil -</p> <ul style="list-style-type: none"> >Preliminary site design options / studies (not final) >Narrative report of preliminary civil design requirements >Identification of required civil specification sections (table of contents & confirmation of performance spec vs. product specification required) <p>Architectural -</p> <ul style="list-style-type: none"> >Preliminary building floor plan options / studies. >Preliminary exterior elevation options / studies. >Preliminary building shell wall sections / studies. >Narrative report of selected building shell system (presumed to match existing facility) >Further Developed Room Data Sheets (RDS Tables) defining anticipated physical characteristics / finishes & specialized environmental requirements. >Identification of required architectural specification sections (table of contents & confirmation of performance spec vs. product specification required). <p>FF&E -</p> <ul style="list-style-type: none"> >Preliminary Equipment List including FOFOI, OFCI & CFCl items. <p>Structural -</p> <ul style="list-style-type: none"> >Preliminary building structural foundation & framing plans, details. (presumed to match existing facility) >Narrative report of selected structural system >Identification of required structural specification sections (table of contents & confirmation of performance spec vs. product specification required). <p>Mechanical -</p> <ul style="list-style-type: none"> >Presentation of optional mechanical systems. >Narrative report of selected mechanical system. >Identification of required mechanical specification sections (table of contents & confirmation of performance spec vs. product specification required). <p>Electrical -</p> <ul style="list-style-type: none"> >Narrative report of anticipated electrical service & system upgrades. >Identification of required electrical specification sections (table of contents & confirmation of performance spec vs. product specification required). <p>Plumbing -</p> <ul style="list-style-type: none"> >Narrative report of anticipated plumbing service & system upgrades. >Identification of required plumbing specification sections (table of contents & confirmation of performance spec vs. product specification required). <p>Fire Protection -</p> <ul style="list-style-type: none"> >Narrative report of anticipated fire protection service & system upgrades. >Identification of required fire protection specification sections (table of contents & confirmation of performance spec vs. product specification required).

Design Development [Start]

- >Continue design development of approved schematic design solution for the site layout.
- >Continue design development of approved schematic design solution for the building shell / envelope systems.
- >Continue design development of approved schematic design solutions for the selected building plan layout.
- >Continue design development of approved schematic design solutions for the selected building structural systems.
- >Continue design development of approved schematic design solutions for the selected building MEP systems.
- >Finalize a project equipment list including (DFOI, OFCI & CFCI items) for new equipment.
- >Prepare and issue a Preliminary Design Development Package including architectural, structural, civil, and MEP documents at 75% complete of the Design Development Phase to allow review and approval by the Client. Subsequently make revisions based on review comments received. Includes meeting to review Client comments.
- >Preparation of project criteria specifications for anticipated project materials, components, systems.
- >Issue a Final Design Development Package including architectural, structural, civil, and MEP documents for submittal to, and approval by the Client. (To be used as the Criteria Documents)
- >Based on Final Design Development Package update the Schematic Design Opinion of Anticipated Construction Cost.
- >Participate in regular design meetings (anticipated to be three (3) this phase to review regular design progress, identified issues, and general coordination with the Client

General

- >75% Design Development Review Submittal (contents info noted below)
- >100% Design Development Review Submittal (contents info noted below)
- >Meeting minutes from Vehicle Design meeting
- >Updated Project Budget
- >Updated Project Schedule
- >Final RFP for geotechnical services.

Site / Civil

- >Finalize site plan including layout plan, utility plan (if required), conceptual topsoil plan
- >Narrative report of final civil design requirements supporting drawings
- >Required civil specification sections (presumed to be 95% performance spec & 5% product specification type)

Architectural

- >Separation area floor plan, equipment layout plan, referenced ceiling plan
- >Interior elevations.
- >Building shell wall sections and special details identified.
- >Final narrative report of selected building shell system & requirements supporting drawings.
- >Final Room Data Sheets (RDS) defining physical characteristics / finishes & specified environmental requirements
- >Required architectural specification sections (presumed to be 75% performance spec & 25% product specification type).

MEP

- >Final Equipment list including 1 DFOI, OFCI & CFCI items, basis of design specifications (for DFOI items, OFCI & CFCI data to be provided by Client)

Structural

- >Separation area structural foundation plan, framing plan.
- >Final narrative report of selected structural system supporting drawings.
- >Required structural specification sections (presumed to be 95% performance spec & 5% product specification type).

Mechanical

- >Separation area mechanical plan indicating new primary mechanical system components & equipment (includes duct layouts, air greened primary mesh equipment schedule)
- >Final narrative report of selected mechanical system supporting drawings.
- >Required mechanical specification sections (presumed to be 50% performance spec & 50% product specification type).

Electrical

- >Separation area electrical base plan indicating modifications to electrical service, electrical system single line diagram, lighting plan, air greened primary electrical equipment schedule for primary system components requiring modification.
- >Separation area combined IT / AV access control / security plan (based on Client provided information)
- >Final narrative report of anticipated electrical service & system strategy, including description of new primary system components.
- >Final narrative report of anticipated IT / AV access control / security system (based on Client provided information)
- >Required electrical specification sections (presumed to be 75% performance spec & 25% product specification type).

Plumbing

- >Separation area plumbing plan indicating new primary plumbing system components & equipment.
- >Final narrative report of anticipated plumbing service & system strategy, including description of primary system components.
- >Required plumbing specification sections (presumed to be 90% performance spec & 10% product specification type).

Fire Protection

- >Final narrative report of anticipated fire protection service & system strategy.
- >Required fire protection specification sections (presumed to be 100% performance spec & 0% product specification type).

DB Procurement

Qualifications Phase:

- >Assist the Client in preparing Request for Qualifications package for Design-Build Services
- >Attend one pre-RFQ submittal meeting for interested DB teams
- >Respond to RFQ's during RFQ phase
- >Assist the Client in reviewing submitted RFQ's, tabulating scoring, and confirming qualifications of submitted SOQ's for compliance with RFQ.

Proposal Phase:

- >Assist the Client in preparing Request for Proposal packages for shortlisted Design-Build teams.
- >Respond to RFQ's during RFP phase
- >Participate in interviews / presentations by short-listed DB teams for presentation of final proposals.
- >Assist the Client in reviewing submitted Proposals, tabulating scoring, review of offered "value add" / alternate / betterment proposal items, supporting RFP scoring committee as required related to clarifying submittals, and assistance with scoring tabulation of RFP submittals rankings, and issue recommendations based on conformance with criteria.

General

- >Final RFQ for Design-Builders package
- >Addenda related to RFQ's received during RFQ process.
- >Final RFP for Shortlisted Design-Builders package
- >Addenda related to RFP's received during the RFP process.
- >Report of Criteria Compliance for submitted Design-Build Proposals.

Bridging Phase

- >Attend Bridging Kickoff Meeting with DB Team, Client to generally review Project Program and Criteria Documents, project goals, project schedule and milestones, administrative requirements, etc.
- >Review updated project schedules and budgets as submitted & provide recommendations to Client
- >Review proposed material / equipment substitutions
- >Assist the Client with contract negotiations & contract review with DB (presumed to be lead by Client's legal representative).

Handoff to DB Team

None

Construction Documents

- >Participate in up to 2 meetings with DB team during final document development to review criteria, review proposed modifications, review DB documents & observe coordination activities of the DB team AOR/EOR.
- >Respond to DB Team RFI's during development of final documents by DB team.
- >Review DB Team 50% CD Submittal for compliance with Criteria Documents, including Issuing report
- >Review DB Team 95% CD Submittal for compliance with Criteria Documents, including Issuing report

- >50% CD Review Report of Design-Builders submittal
- >95% CD Review Report of Design-Builders submittal

Bidding

- >Assist the Client in procurement of special inspections services

- >Final RFP for special inspection services

Construction

- >Provide Owner Rep Services
- >Attend weekly OAC meetings on site to review construction progress & general compliance with DB drawings & criteria - includes up to 36 meetings.
- >Issue weekly field reports
- >Review limited / select shop drawings for key building components and equipment (TBO).
- >Review & provide feedback to Client on construction materials testing reports & special inspection reports.
- >Monitor DB provided schedule for performance & report issues.
- >Monitor contingency budgets and provide regular feedback & recommendations.
- >Review monthly DB pay applications.
- >Report any identified potential change order items or schedule delays.
- >Review & advise Client on potential scope changes which may be required / requested.
- >Review & verify change order scope, costs.
- >Complete punch list on site observation (all disciplines) & provide final punch list. Includes back-punch visit to confirm completion of corrections.
- >Issue certificate of substantial completion.
- >Assist in confirming DB required closeout documents & items have been provided.

- >Weekly observation reports with photos.
- >Monthly report on project budget status.
- >Monthly report on project schedule / construction progress status
- >Project punch list report.
- >Certificate of Substantial Completion

Notes:

1. Geotechnical services are presumed to be based on the final approved site & sitelayout plan.
2. Equipment acronym key - OFOI = Owner Furnished Owner Installed, OFCI = Owner Furnished Contractor Installed, CFCI = Contractor Furnished Contractor Installed.
3. Scope presumes that previously completed site survey remains accurate, if site topo, utilities, etc. have been modified since completion of previous survey, updated survey services can be provided as an additional service.
- 4.

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
3101	CAPITAL INCOME TAX FUND <i>PUBLIC WORKS</i>						
	CAPITAL EXPENSES	488,062	796,312	308,250	63.2%	31013000-53712-PW181	<i>Remaining criteria architect expenses for new Public Works facility</i>
6120	WATER CAPITAL IMPROVEMENT FUND <i>PUBLIC WORKS</i>						
	CAPITAL EXPENSES <i>TOTAL</i>	400,000	1,015,000	615,000	153.8%	6120-53717-6WT09	<i>School Water Main Improvement Project (Engineering)</i>
6110	WATER FUND <i>PUBLIC WORKS</i>						
	OTHER EXPENSES	900,000	1,100,000	200,000	22.2%	61138000-55901	<i>Additional transfer from Water Fund to Water Capital Fund for School Water Main Improvement Project</i>

RESOLUTION NO. 16-2026

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE TO BADGER METERS IN THE AMOUNT OF \$3,711.80 FOR AN INCREASE ON FIXED NETWORK SERVICE UNITS.

WHEREAS, although a purchase order had been issued, an increase in the cost of the fixed network service units resulted in insufficient funds to cover the full invoice under the original purchase order.

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

SECTION 1: A Then-and-Now Certificate to Badger Meters in the amount of \$3,711.80 for an increase on fixed network service units is hereby approved.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

ORIGINAL INVOICE

INVOICE



Mail all remittances to:
 Box 88223
 Milwaukee, WI 53288-8223

4545 W Brown Deer Rd. P.O. Box 245036
 Milwaukee, WI 53224-9536 1-800-616-3837
 Credit Inquiries - credit@badgermeter.com

INVOICE NUMBER	DATE
80229255	02/26/26
D-U-N-S 00-606-9710	
NET 30 DAYS	

FED I.D. #39-0143280
 GST# 123746141

SOLD TO CUSTOMER: 341620
 CITY OF MONROE
 233 S MAIN ST
 MONROE, OH 45050-1330

SHIP TO CUSTOMER: 3
 CITY OF MONROE
 1000 HOLMAN AVE
 MONROE, OH 45050

CUSTOMER PO#	SHIPPING TERMS	FREIGHT CARRIER
BADGER SERVICES	FREIGHT PREPAID	
ORDER DATE	INCO TERMS	TRACKING NUMBER
02/26/26	FCA FACTORY	
PROPOSAL #	FINAL DESTINATION	WAREHOUSE / ORDER#
	UNITED STATES	MM 1455315

LINE	PRODUCT DEFINITION	UNIT PRICE	EXTENDED PRICE USD
1	Badger Meter Item: 68886-104 Description: ORION CELLULAR LTE SERV UNIT Ordered: 971.000 Shipped: 971.000 5263 BUCKEYE STATE PIPE & SUPPLY 5263 12 0 A4 SERVICES FOR FEBRUARY 2026	0.9200	893.32
2	Badger Meter Item: 68886-301 Description: BEACON MBL HOSTING SERV UNIT Ordered: 51.000 Shipped: 51.000 5263 BUCKEYE STATE PIPE & SUPPLY SERVICES FOR FEBRUARY 2026	0.0800	4.08
3	Badger Meter Item: 68886-201 Description: BEACON FIXED NETWORK SERV UNIT Ordered: 56000.000 Shipped: 56000.000 5263 BUCKEYE STATE PIPE & SUPPLY	0.1800	10080.00
	Sub Total		10977.40
	Total		10977.40
	BADGER SERVICES INVOICE, SALES REPRESENTATIVE # 5263		

This invoice is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>. Goods covered by this invoice were produced in compliance with the provisions of the Fair Labor Standards Act of 1938 as amended.



Bill To

City of Monroe
PO Box 330
233 S. Main St.
Monroe, OH 45050

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20250169 - 00**

Tax Exempt Purchase!
Tax ID #31-6001706

Vendor

BADGER METER, INC
4545 W BROWN DEER RD
MILWAUKEE, WI 53224-9536

Ship To

City of Monroe
233 S. Main St.
Monroe, OH 45050

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				20250197	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
03/19/2025	63				STREET DEPARTMENT
NOTES					

MISC UTIL BILLING/WATER DEPT. BILLINGS

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MISCELLANEOUS WATER DEPARTMENT/UTILITY BILLING DIVISION BILLINGS AND SUPPLIES FOR METER READINGS, ETC. 6125 - 53718	1.0	EACH	\$25,000.00	\$25,000.00
				\$25,000.00	

PO + There Now

Line 1) \$7265.60 Inv. # 80229255

CITY

Total Ext. Price \$25,000.00

Purchase Order Total \$25,000.00



THEN-AND-NOW Approval

3/13/2026 *****PO 20250169 \$7265.60 - Then & Now \$3711.80*****

Vendor #:

63

Check If New Vendor

Vendor Name: Badger Meter, Inc.

Vendor Address: 4545 W. Brown Deer Road

Milwaukee, WI 53224-9536

PO Box 88223

Milwaukee, WI 52388-0223

Reason PO Was Not Requested: (Required)
 PO was in place, but did not have enough funds to pay entire Invoice #80229255. PO #20250169 had \$7265.60 available. Public Works was not aware of a price increase on Beacon Fixed Network Service Units, which created not enough funding on PO.

Invoice #	Account #	Org	Object	Amount	Brief Description
80229255	6125	53718	Project 6WM01	\$3,711.80	Miscellaneous for Utility Billing Division/Water Dept.
Total Amount Due:				\$3,711.80	

Department Head Approval / Date

City Manager

(required if equal to or > \$2,500)

Finance Director

Council Approval/Date

(required if equal to or > \$3,000)

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certification, the above amount was appropriated for such contract or order and is in the treasury or in the process of collection to the credit of the listed fund free from any previous encumbrances.

RESOLUTION NO. 17-2026

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH FISHBECK FOR WATER MAIN IMPROVEMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, the City’s water distribution system along Yankee Road, Wicklow Lane, Todhunter Road, and Deneen Avenue includes aging 6-inch and 8-inch water mains that are undersized to meet current fire flow and service demands; and

WHEREAS, the need to upgrade this infrastructure has been previously identified as a priority, including in relation to water supply deficiencies at the Monroe Local Schools Yankee Road campus; and

WHEREAS, the proposed project will upgrade approximately three miles of water distribution system to 12-inch water main, thereby improving system capacity, fire flow reliability, and long-term operational resilience; and

WHEREAS, the City solicited a proposal from Fishbeck, whose Cincinnati office possesses familiarity with the City’s water system and the project corridor, for the project to be completed in two phases.

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

SECTION 1: The City of Monroe hereby approves and authorizes execution of the Engineering Services Agreement, in an amount not to exceed \$615,000, for the water main improvements.

SECTION 2: The City Manager is hereby authorized to enter into an engineering services agreement by and between the City of Monroe and Fishbeck pursuant to the terms and conditions as described in Exhibit “A” attached hereto and made a part hereof.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



Agreement
Design and Construction Professional Services
City of Monroe and Fishbeck
Yankee Road and Wicklow Lane Water Main Improvements
Project No. _____

This is an Agreement made as of _____, 2026, between City of Monroe (Owner) and Fishbeck (Engineer).

Owner employs Engineer to perform professional engineering services, to serve as Owner's professional engineering representative, and to provide professional engineering consultation and advice for a professional fee in connection with the design and construction of Yankee Road and Wicklow Lane Main Improvements (the "Project").

This Agreement covers the entire Project, each Phase of which will be authorized by Owner by subsequent Amendment. Initially, signing of this Agreement by Owner shall authorize Engineer to perform the Survey, Design, and Bidding and Construction Phase Engineering Services for the Yankee Road and Wicklow Lane Water Main Improvements.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1. General:

1.1.1. Basic services shall include:

Survey	Scope of Services described in Fishbeck’s March 10, 2026, Proposal for Professional Services, attached as Exhibit A to this Agreement
Design	Scope of Services described in Fishbeck’s March 10, 2026, Proposal for Professional Services, attached as Exhibit A to this Agreement
Bidding and Construction Phase Services	Scope of Services described in Fishbeck’s March 10, 2026, Proposal for Professional Services, attached as Exhibit A to this Agreement

1.1.2. Exhibit B – "General Provisions, Design and Construction Projects", describes the Basic Services through all phases of the Project.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

2.1. If authorized in writing by Owner, Additional Services (not included as part of Basic Services) related to the Project will be performed or obtained from others by Engineer for an additional professional fee.

SECTION 3 — OWNER'S RESPONSIBILITIES

Owner shall have the responsibilities set forth herein and in Exhibit C — "Owner's Responsibilities."

SECTION 4 — PERIOD OF SERVICE

4.1. Insofar as possible, Engineer's Basic Services will be performed within the time periods stipulated below. Completion dates for each Phase will be based on the actual date of authorization to proceed.

Survey	2 months after authorization to proceed
Design	8 months after authorization to proceed
Bidding and Construction Phase Services	To Be Determined

4.2. Engineer's Additional Services (if any) will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.3. If any time period within or date by which any of Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation, and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5 — MEANING OF TERMS

5.1. Terms used in describing the applicable method of payment for services rendered and Reimbursable Expenses incurred by Engineer shall have the meanings indicated below:

Lump Sum Fee – A specific dollar amount for a defined Scope of Services.

Current Hourly Rates – Rate Schedules published to indicate hourly charges for various classifications of Engineer's employees.

Reimbursable Expenses – Those costs incurred on or directly for Owner's Project. Reimbursement shall be at Engineer's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.

SECTION 6 — PAYMENTS TO ENGINEER

6.1. Methods of Payment for Services of Engineer.

6.1.1. For Basic Services. Owner shall pay Engineer for all Basic Services rendered under Section 1 as follows:

Six Hundred Fifteen Thousand Dollars (\$615,000): Current Hourly Rates Plus Reimbursable Expenses

Survey	\$151,000
Design	\$258,000
Bidding and Construction Phase Services	\$206,000

6.1.2. For Resident Project Representative. Owner shall pay Engineer for the Resident Project Representative on the basis agreed to in writing by the parties at the time such services are authorized.

6.1.3. For Additional Services. Owner shall pay Engineer for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services (if any) are authorized.

6.1.4. For Construction Phase Reinspection Services. Owner shall pay Engineer for all second and subsequent inspections for substantial and final completion required because of failure of the Work to comply with Contractor's original certifications. Compensation will be based on Engineer's current Rate Schedule and Owner will deduct the amount paid from payments to Contractor as provided in the Agreement between Owner and Contractor.

6.2. Invoices will be issued monthly, payable upon receipt, unless otherwise agreed. Interest of 1 percent per 4-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Owner.

6.3. Owner agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes, including but not limited to sales taxes on services or related expenses which may be imposed on Engineer by any governmental entity.

6.3.1. If Owner directs Engineer to invoice another, Engineer will do so, but Owner agrees to be ultimately responsible for Engineer's compensation until Owner provides Engineer with that third party's written acceptance of all terms of this Agreement and until Engineer agrees to the substitution.

6.4. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

SECTION 7 — GENERAL CONSIDERATIONS

7.1. Opinions of Cost.

7.1.1. Any opinions of probable construction cost and/or total project cost provided by Engineer will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids or ultimate construction costs or total project costs will not vary from such estimates.

7.2. Standards of Performance.

7.2.1. The standard of care for services performed or furnished by Engineer will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7.2.2. Engineer shall be responsible for the technical accuracy of its services and resulting documents. Engineer shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

7.2.3. Engineer and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and/or compensation.

7.2.4. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

7.2.5. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Engineer.

7.2.6. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.

7.2.7. During the Construction Phase, Engineer shall not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractors furnishing and performing the Work.

7.2.8. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents including, but not limited to, items required by the Contract Documents to be designed by Contractor.

7.2.9. Engineer shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees, or any other persons (except Engineer's own employees) at the Site or otherwise furnishing or performing any of the Contractor's Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

7.3. Termination.

7.3.1. Either Owner or Engineer may terminate this Agreement by giving 10 days' written notice to the other party. In such event, Owner shall pay Engineer in full for all services previously authorized and performed prior to the effective date of termination, plus (at the discretion of Engineer) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Engineer will return to Owner all documents and information which are the property of Owner.

7.4. Hazardous Waste.

7.4.1. Engineer has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Engineer shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Engineer.

7.5. Construction Observation and Contractor Performance Review.

7.5.1. If Engineer's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Owner shall assume responsibility for interpretations of Contract Documents and for construction observation, and shall waive all claims against Engineer that may be in any way connected thereto.

7.6. Delegated Design

7.6.1. Owner recognizes and holds Engineer harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.

7.7. Limitation of Liability.

7.7.1. To the fullest extent permitted by law, Engineer's total liability to Owner for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

7.7.2. To the fullest extent permitted by law, Engineer's total liability to Owner for any cause or combination of causes, which arise out of claims for which Engineer is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Engineer's insurance policies applicable thereto.

7.7.3. A higher limit of liability may be considered upon Owner's written request, prior to commencement of services, and agreement to pay an additional fee.

7.8. Insurance.

7.8.1. Engineer shall procure and maintain insurance as follows:

Workers' Compensation:	Statutory
Employer's Liability –	
Each Accident:	\$100,000
Disease, Policy Limit:	\$500,000
Disease, Each Employee:	\$100,000
General Liability –	
General Aggregate:	\$1,000,000
Products:	\$1,000,000
Personal and Advertising Injury:	\$500,000
Each Occurrence:	\$500,000
Fire Damage:	\$300,000
Medical Expense:	\$10,000
Automobile Liability –	
Combined Single Limit:	\$1,000,000
Excess Liability Umbrella –	
Each Occurrence:	\$9,000,000
General Aggregate:	\$9,000,000

7.8.2. Owner may request Engineer, at Owner's expense, to provide and maintain additional insurance coverage or higher limits. If commercially available, Engineer shall obtain such additional coverage or higher limits.

7.8.3. Owner shall cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Owner which are applicable to the Project. Owner shall also provide Workers' Compensation insurance for Owner's employees. Owner agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.8.4. Upon request, Owner and Engineer shall each deliver to the other certificates of insurance evidencing their coverages.

7.8.5. Owner shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the Contract Documents and to cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.9. Indemnification.

7.9.1. Engineer will defend, indemnify, and hold Owner harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Engineer's negligence or willful misconduct. Owner agrees to defend, indemnify, and hold Engineer harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Engineer's performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of Engineer. These indemnities are subject to specific limitations provided for in this Agreement.

7.10. Consequential Damages.

7.10.1. Owner and Engineer waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.

7.11. Dispute Resolution.

7.11.1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

7.12. Legal Expense.

7.12.1. If either Owner or Engineer makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Engineer brings a lawsuit against Owner to collect invoiced fees and expenses, Owner agrees to pay Engineer's reasonable collection expenses including attorney fees.

7.13. Ownership of Work Product.

7.13.1. Engineer shall remain the owner of all drawings, reports, and other material provided to Owner, whether in hard copy or electronic media form, and Engineer shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights including the copyright. Owner shall be authorized to use the copies provided by Engineer only in connection with the Project. Any unauthorized use or reuse by Owner or others for any purpose whatsoever shall be at Owner's risk and full legal responsibility, without liability to Engineer. Owner shall defend, indemnify, and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

7.14. Electronic Media.

7.14.1. Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Owner in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Owner to open and use the digital versions of the documents in the future.

7.15. Successors and Assigns.

7.15.1. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.15.2. the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.15.2. Neither Owner nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

7.15.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.16. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of Engineer.

7.17. The following Exhibits are attached to and made a part of this Agreement.

7.17.1. Exhibit A "Proposal or Scope of Services, dated March 10, 2026."

7.17.2. Exhibit B "General Provisions, Design and Construction Projects."

7.17.3. Exhibit C "Owner's Responsibilities."

7.17.4. Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

7.17.5. Exhibit E Fishbeck "Rate Schedule."

7.18. This Agreement (consisting of pages 1 to 11 inclusive) together with Exhibits A, B, C, D, and E constitute the entire Agreement between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits A, B, C, D, and E may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.


OWNER

ENGINEER

City of Monroe

Fishbeck

Larry Lester, City Manager



Allen J. Aspacher, PE

Contract Date: _____

Address for Giving Notices:

Address for Giving Notices:

1000 Holman Avenue
Monroe, OH 45050

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

Exhibit A

March 10, 2026

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Avenue
Monroe, OH 45050

**Proposal for Professional Services
Monroe, Ohio – Yankee Road and Wicklow Lane Water Main Improvements**

Fishbeck is pleased to provide the City of Monroe with this proposal to provide topographic survey, easement drawings, detailed design, bidding, and construction phase engineering services for the Yankee Road and Wicklow Lane Water Main Improvements. This proposal presents our understanding of the Project, the scope of our professional services, assumptions, our fees for these services, and the anticipated Project schedule.

Statement of Understanding

The Project consists of approximately three miles of water main designed and constructed in two phases:

Phase 1

Phase 1 includes replacement of approximately 5,270 linear feet of 6- and 8-inch water main along Todhunter Road, Wicklow Lane, and Deneen Avenue with new 12-inch water main, valves, fire hydrants, water services (including copper service lines and curb stops), water main interconnections and other appropriate appurtenances, including abandonment of the existing 6- and 8-inch water mains in place. The project also includes 3,630 linear feet of new 12-inch water main to be constructed across the north side of the Monroe High School property to Yankee Road. Finally, this phase will also include 930 linear feet of 12-inch water main from Yankee Road to the Todhunter pressure reducing valve. Impacted roadway pavement will be restored within the limits of the water main trench.

Phase 2

Phase 2 will consist of 2,700 feet of water main along Yankee Road, from the connection with the new Monroe High School water main south to State Route 63. This main will be just outside of the right-of-way (ROW) in a new easement. An additional 5,300 feet of water main will be designed in the northbound lane of Yankee Road from State Route 63 to a connection with an existing 12-inch main on Carson Road. This portion is anticipated to include full width pavement resurfacing. It is anticipated that this phase will include a jack and bore under State Route 63 (Hamilton-Lebanon Road), as well as directional drilling at two locations under Coldwater Creek and an unnamed tributary to Dicks Creek.

Service connections will be installed from the proposed water main to make connection to the existing service lines at the closest proximity to the proposed water main. Based on the proposed water main and service locations described herein, it is understood that up to ten permanent or construction easements may be required, including from Monroe High School to Deneen Avenue, and the connection for Wicklow Lane to Todhunter Road. Easements may be needed during Phase 2 for the bore pits at the crossing of State Route 63, as well as for the creek crossings. If any easement is not required, Fishbeck will non-perform that portion of the scope.

Scope of Services

Based on our understanding of the Project, Fishbeck offers the following scope of professional engineering services for design of the Yankee Road and Wicklow Lane Water Main Improvements Project.

1. Project Kickoff Meeting.
 - a. Meet with City representatives to review the Project scope, schedule, and budget.
 - b. Discuss the initiation of the topographical survey and geotechnical investigation.
 - c. Discuss traffic control and public notification requirements for field activities.
2. Topographic Survey.
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
 - b. Conduct property owner research then prepare, label, and mail notification letters.
 - c. Establish horizontal and vertical control points to be used for topographic survey, as well as to be utilized during construction.
 - d. Recovery of ROW and property line monuments and resolution.
 - e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
 - f. Provide full topographic survey along the following route:
 - 1) Wicklow Lane, Deneen Avenue, across the north property line of Monroe High School, and Yankee Road south to Carson Avenue. Along Todhunter Road from Yankee Road to Holman Drive.
 - 2) Lateral limits are the ROW width plus an additional 10 feet outside of the ROW or approximately 80 feet.
 - g. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
 - h. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.
3. Detailed Design.
 - a. Develop detailed design construction plans and specifications for water main replacement in the following areas:
 - 1) Phase 1: Wicklow Lane, Deneen Avenue, across the north property line of Monroe High School. Along Todhunter Road from Yankee Road to Holman Drive. Side road main line tie-ins will be accounted for as well as services replaced to the curb stop. Trench-width pavement restoration will be specified. The section along Yankee Road will be designed in a new easement just past the ROW, such that it will not need to be relocated for future roadway improvements that are part of another anticipated project.
 - 2) Phase 2: Yankee Road from the north property line of Monroe High School south to Carson Avenue. It is anticipated that this section will be a transmission main with minimal services. Full-width pavement resurfacing will be specified from State Route 63 to Carson Avenue.
 - b. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the Project corridor for utility review and verification.

- c. Prepare the Project Manual that will contain Fishbeck standard front-end EJCDC Bidding Documents and CSI Format Technical Specifications.
 - d. We anticipate providing the following deliverables/intervals: Title Sheet, Typical Sections, General Notes, General Summary, Plan & Profile Sheets, Fishbeck standard formatted front-end bidding documents/technical specifications (Project Manual) and an engineer's Opinion of Probable Construction Cost.
 - 1) 30% Design Completion (review alignments with City).
 - 2) 60% Design Completion (including completed easement drawings suitable to begin negotiations).
 - 3) 100% Design Completion.
 - e. Assist the City in obtaining required permits by preparing forms for the City to submit to regulatory agencies and determining fees for agency reviews (the City will be responsible for permit fees). Submittal of an OEPA Water Supply Data Sheet has been included for each phase of this Project.
4. Bidding Phase Services (If Authorized).
- a. Notify potential bidders of the advertisement for bids and distribute as necessary.
 - b.
 - c. Respond to bidders' questions and issue addenda as necessary.
 - d. Attend the bid opening.
 - e. Review bids, prepare, and distribute bid tabulation.
 - f. Recommend award of the construction contract.
5. Construction Administration Services (If Authorized).
- a. Support the City with preparation and execution of the construction contract following City requirements.
 - b. Schedule and conduct a preconstruction meeting and review Contractor's submittal of the construction schedule for execution of the Work and completion dates. We have assumed a construction duration of no more than eight months.
 - c. Review up to ten Contractor submittals for adherence to the Project specifications. These submittals will include the Project Schedule, Schedule of Values, shop drawings, and O&M Manuals.
 - d. Respond to up to five Contractor's Requests for Information and two Requests for Change Order as necessary.
 - e. Review Contractor payment requests based on the accepted Progress Schedule, Schedule of Values, and actual progress of the work. Process up to eight payment requests in accordance with Owner requirements.
 - f. Provide punch list and final completion inspections, determine substantial and final completion of the work and issue appropriate certifications.
 - g. Prepare Record Drawings from the Contractor's documentation of changes during the construction phase of the Project and provide the City with hard copy drawings and electronic files.
6. Assumptions.
- a. We have included a fee for two staff members to attend three design-phase meetings (Kickoff Meeting, 30% Design Review Meeting, 60% Design Review Meeting).
 - b. Coordination with ODOT for the crossing at State Route 63 will not be required as the City of Monroe has jurisdiction of the ROW in this area.
 - c. The City will oversee bidding.
 - d. Fishbeck's construction phase services will be limited to the part-time representative described herein.

Professional Services Fees

Fishbeck proposes to provide the above-described Design Phase professional engineering services for a not-to-exceed total fee of Six Hundred Fifteen Thousand Dollars (\$615,000), as indicated below. Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds that the required scope of services differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fee. Below is a tabulation of the anticipated services by phase.

Task	Phase 1	Authorization	Phase 2	Authorization
Survey	\$76,000	<input type="checkbox"/>	\$75,000	<input type="checkbox"/>
Design	\$119,000	<input type="checkbox"/>	\$139,000	<input type="checkbox"/>
Bidding and Construction Services	\$103,000	<input type="checkbox"/>	\$103,000	<input type="checkbox"/>
Total	\$298,000	<input type="checkbox"/>	\$317,000	<input type="checkbox"/>

Schedule

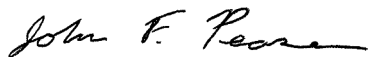
Fishbeck is available to begin performing services for this Project immediately upon receiving authorization to proceed. Fishbeck anticipates that the survey and design phase, including City reviews, will have an eight-month duration.

Authorization

Attached is our Agreement for Design and Construction Professional Services. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Kat Martin (kmartin@fishbeck.com). Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,



John Pease, PE

Senior Water and Wastewater Engineer

By email

Attachments

Copy Allen J. Aspacher, PE – Fishbeck

Dane A. Brown, PE – Fishbeck

Exhibit B

General Provisions Design and Construction Projects

Attached to and made a part of Agreement dated _____ between City of Monroe (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1. GENERAL

1.1.1. Engineer shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.1.2. The duties and responsibilities of Engineer are amended and supplemented by a proposal dated March 10, 2026, which is attached as Exhibit A and made a part of these General Provisions.

1.2. SURVEY PHASE

Engineer shall:

1.2.1. Consult with Owner to clarify and define Owner's requirements for the Project and review available data.

1.2.2. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others, and act as Owner's representative in connection with any such services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of Owner's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations, including Engineer's opinion of probable costs for the Project.

1.3. PRELIMINARY DESIGN PHASE

Engineer shall:

1.3.1. In consultation with Owner, determine general scope, extent, and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and any outline of the specifications.

1.3.3. Advise Owner if additional data or services are necessary and assist Owner in obtaining such data and services.

1.3.4. Based on the information contained in the Preliminary Design documents, submit an opinion of probable Project Cost.

1.3.5. Furnish one copies of the above Preliminary Design documents and present and review them in person with Owner.

1.4. FINAL DESIGN PHASE

Engineer shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings (hereinafter called "Drawings") to show the general scope, extent, and character of the Work to be furnished and performed by Contractor, and Specifications (which will be prepared in conformance with the current format of the Construction Specifications Institute or other appropriate organization).

1.4.2. Furnish to Owner such documents and design data as may be required for, and assist in the preparation of, the required documents so that Owner may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise Owner of any adjustments to the latest opinion of probable Project Cost caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to Owner a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by Owner, its legal counsel, and other advisors contract agreement forms, general conditions and supplementary conditions; and (where appropriate) bid forms, invitations to bid, and instructions to bidders; and assist in the preparation of other related documents.

1.4.5. Furnish one copies of the above documents and of the Drawings and Specifications, and present and review them in person with Owner.

1.5. BIDDING OR NEGOTIATING PHASE

Engineer shall:

1.5.1. Assist Owner in advertising for, and obtaining bids or negotiating proposals for, each separate prime contract for construction, materials, equipment, and services.

1.5.2. Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3. Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor (hereinafter called "Contractor") for those portions of the Work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Assist Owner in evaluating bids or proposals and in assembling and awarding contracts.

1.6. CONSTRUCTION PHASE

Engineer shall:

1.6.1. *General Administration of Construction Contract.* Consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. C-700 (2007 edition) of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor(s) while it is in progress:

1.6.2.1. Engineer shall make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. In addition, Engineer shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist Engineer and to provide more continuous observation of such Work. Based on information obtained during such visits and on such observations, Engineer will determine in general if such Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of Work.

1.6.2.2. The Resident Project Representative (and any assistants) will be Engineer's agent or employee and under Engineer's supervision. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

1.6.2.3. The purpose of the Engineer's visits to and representation by the Resident Project Representative at the site will be to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work of Contractor will conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work; nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident of the Work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their Work.

Accordingly, Engineer can neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform their Work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, Engineer may recommend to Owner that Contractor's Work be disapproved and rejected while it is in progress if Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Clarifications and Interpretations; Field Orders.* Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferrable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.6.5. *Change Orders and Work Change Directives.* Engineer shall recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

1.6.6. *Shop Drawings and Submittals.* Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. Engineer shall neither review nor approve shop drawings prepared by Contractor for items required by the Contract Documents to be designed by Contractor; such documents shall be received for informational purposes solely to determine that Contractor has understood he has these responsibilities and has obtained the required professional design assistance.

1.6.7. *Substitutes and "Or Equal."* Engineer shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

1.6.8. *Inspections and Tests.* Engineer shall have authority, as Owner's representative, to require special inspection or testing of the Work, and shall receive and review all certificates of inspection, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). Engineer shall be entitled to rely on the results of such tests.

1.6.9. *Disagreements between Owner and Contractor.* Engineer shall render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Engineer shall be fair and not show partiality to Owner or Contractor, and shall not be liable for the result of any such interpretations or decisions rendered in good faith.

1.6.10. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional, on information provided by the Resident Project Representative, and on review of applications for payment and the accompanying data and schedules:

1.6.10.1. Engineer shall determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled, in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.10.2. By recommending any payment Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's Work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct, or control such Work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

1.6.11. *Contractor's Completion Documents.* Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, samples, and other data which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents) and shall transmit them to Owner.

1.6.12. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, Engineer shall conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

1.6.13. *Final Notice of Acceptability of the Work.* Engineer shall conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

1.6.14. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

1.7. OPERATION PHASE

During Operation Phase, Engineer shall, when requested by Owner:

- 1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.
- 1.7.2. Provide assistance in connection with the testing and adjusting of any equipment or system.
- 1.7.3. Assist Owner in training Owner's staff to operate and maintain the Project equipment or systems.
- 1.7.4. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- 1.7.5. Prepare a set of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor to Engineer and which Engineer considers significant.
- 1.7.6. In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective Work.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

2.1. ADDITIONAL SERVICES REQUIRING OWNER'S AUTHORIZATION IN ADVANCE

2.1.1. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Section 6 of this Agreement.

2.1.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.

2.1.1.3. Services resulting from significant changes in scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement, or are due to changes from instructions previously given by Owner or Construction Manager, or are due to any other causes beyond Engineer's control.

2.1.1.4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified under this Agreement.

- 2.1.1.5. Services required as a result of Owner’s providing incomplete or incorrect Project information with set forth in Exhibit C.
- 2.1.1.6. Providing renderings or models for Owner’s use.
- 2.1.1.7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.1.1.8. Furnishing services of Engineer’s Consultants for other than Basic Services.
- 2.1.1.9. Services attributable to more than one prime construction contracts.
- 2.1.1.10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner’s office.
- 2.1.1.11. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 2.1.1.12. Preparing additional Bidding Documents or Contract Documents for alternative bids or prices requested by Owner for the Work or a portion thereof.
- 2.1.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.1.1.14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required under this Agreement.
- 2.1.1.15. Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Basic Services, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 2.1.1.16. Providing Construction Phase services beyond the Contract Times set forth.
- 2.1.1.17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 2.1.1.18. Preparation of operation and maintenance manuals.
- 2.1.1.19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

2.1.1.20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under this Agreement.

2.1.1.21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

2.2. REQUIRED ADDITIONAL SERVICES

2.2.1. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing promptly after starting any such Additional Services.

2.2.1.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.

2.2.1.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

2.2.1.3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

2.2.1.4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) reinspection by Engineer to determine Substantial or Final Completion.

2.2.1.5. Services (other than Basic Services during the Operation Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

2.2.1.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Exhibit C

Owner's Responsibilities

Attached to and made a part of Agreement dated _____, between City of Monroe (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

1.1. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1.1.1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

1.1.2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

1.1.3. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1.1.3.1. Property descriptions.

1.1.3.2. Zoning, deed, and other land use restrictions.

1.1.3.3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

1.1.3.4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

1.1.3.5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

1.1.3.6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

1.1.4. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the Work of any Contractor.

1.1.5. Authorize Engineer to provide Additional Services as set forth in Section 2 of Exhibit B of this Agreement as required.

- 1.1.6. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 1.1.7. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- 1.1.8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- 1.1.9. Provide, as required for the Project:
 - 1.1.9.1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 1.1.9.2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 1.1.9.3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 1.1.9.4. Placement and payment for advertisement for Bids in appropriate publications.
- 1.1.10. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- 1.1.11. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Probable Project Costs.
- 1.1.12. If Owner designates a Construction Manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit C the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- 1.1.13. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit C that is to be mutually agreed upon and made part of this Agreement before such services begin.
- 1.1.14. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

1.1.15. Review and approve Contractor’s waiver of lien information submitted with Contractor’s payment requests after Engineer’s written recommendation on payment amount.

1.1.16. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. These services shall be provided separately by Owner or through cash allowance under the Contract Documents.

Exhibit D

Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative

Attached to and made a part of Agreement dated _____, between City of Monroe (Owner) and Fishbeck (Engineer).

Engineer shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Engineer in observing progress and quality of the Work of Contractor. The RPR, assistants, and other field staff may provide full-time representation, or may provide representation to a lesser degree.

Through such additional onsite observations of the Contractor's Work in progress, and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 1.6 of Exhibit B are applicable.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General:

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's Work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.

- c. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
5. *Review of Work and Rejection of Defective Work:*
 - a. Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of that part of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
6. *Inspections, Tests, and Systems Start-ups:*
 - a. Consult with Engineer in advance of scheduling major inspections, tests, and systems start-ups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
7. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit to Contractor clarifications and interpretations as issued by Engineer.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications, and report with recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
9. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, Field Orders or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of test procedures; and send copies to Engineer.
- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of Work, furnish original set of all RPR documentation to Engineer.

10. *Reports:*

- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Report immediately to Engineer the occurrence of any accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents; and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR:

RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted offsite by others except as specifically authorized by Engineer.

Exhibit E

Rate Schedule

June 7, 2025

Architect | Construction Engineer/Manager/Administrator | Engineer | Estimator |
Geologist | Hydrogeologist | Industrial Hygienist | Interior Designer | Project Manager |
Scientist | Surveyor

Staff Level	\$95-\$155
Mid Level	\$155-\$175
Senior Level	\$175-\$260

Architectural Specialist | Engineering Specialist | Environmental Specialist |
Health & Safety Specialist | Operations Specialist | Technical Specialist |
Project Superintendent | Survey Specialist

Staff Level	\$100-\$125
Mid Level	\$125-\$150
Senior Level	\$150-\$250

Senior Vice President \$270

Technician

Staff Level	\$95-\$125
Mid Level	\$125-\$145
Senior Level	\$145-\$175

Production Support

Staff Level	\$95-\$120
Senior Level	\$130

Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.77/Mile
Field and Service Vehicles	\$1.05/Mile
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Rates are adjusted each June.

Compensation to be at one and one-half times the hourly rate for approved overtime.

Litigation Support: In the event Fishbeck staff are requested by Client or compelled by subpoena to provide expert or witness testimony, billing rates for such time, including preparation, will be one and one-half times the standard billing rates.

Invoices are rendered monthly and payment is due upon receipt. A monthly service charge of 1% is added to accounts unpaid after 30 days from date of billing.

11/2025

RESOLUTION NO. 18-2026

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE TO CIVIC PLUS IN THE AMOUNT OF \$3040.00 FOR MUNICODE LEGAL REVIEW AND \$17,623.78 FOR THE AGENDA AND MEETING MANAGEMENT TOOL AND MEDIA ANNUAL FEE.

WHEREAS, the invoices were received prior to a purchase order being opened.

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

SECTION 1: A Then-and-Now Certificate to Civic Plus in the amount of \$3,040.00 for Municode Legal Review and \$17,623.78 for the Agenda and Meeting Management Tool and media annual fee is hereby approved.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor