

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

This meeting will be held electronically pursuant to Ohio Revised Code Section 121.221

The meeting can be viewed live at Facebook.com/MonroeOhio

Public comments or questions must be submitted no later than 6:30 p.m. EST on Monday, Monday, May 11, 2020, to the Clerk of Council at wassona@monroeohio.org. These comments or questions will be read into the record during the Visitors section of the meeting. You must include your name, address, telephone number, and comments or questions. Comments or questions shall not exceed three minutes in length when read.

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of April 28, 2020

Visitors

Committee Reports

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

Old Business

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

New Business

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

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

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

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

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

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

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

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

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

Administrative Reports

Adjournment

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

New Business

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

Background. For emergency cleaning/disinfecting of the City Building due to COVID-19.

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

Background. Purchase a 1999 combination Vactor-jet truck 2100 model for use in the storm water division as well as the water division. This truck will allow for more efficient work to be completed in both divisions.

Currently we have a trailer mounted vacuum unit and a trailer mounted jet unit. It is difficult and time consuming to use these at the same time. A combination unit allows less manpower to run the same equipment. This combination unit is also much more powerful, which will allow us to clean faster. This will be used to clean debris from catch basins as well as storm sewer pipes. In the water department, we will utilize the machine to aid in hydro-excavation. This will allow us to safely excavate around sensitive utilities such as fiber optic lines when repairing water mains.

A Brand new unit with the same specifications would cost \$450,000.00. The current infrastructure size in our City does not justify the \$450,000.00 cost of a new unit. A used unit is sufficient and falls in line with what was budgeted for in the capital equipment budget. The cost of this unit is \$75,000.00 with funding through enterprise funds capital expenditure lines.

To make this used purchased possible, the City advertised publicly for two weeks to accept bids for a used vactor/jet combo unit.

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

Background. Due to the extraordinary conditions caused by the COVID-19 pandemic, we are requesting Council approve an agreement with the UC Center for Economics to utilize our Income Tax Data, Economic Mix and trend analysis to produce a forecast of the City's income taxes.

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

Background. The Monroe Local School District pays the City each school quarter for services provided by the School Resource Officers (SRO) assigned to the district. Since the district did not receive or need the benefit of the SRO after the Governor closed all schools in the State, the district sought reimbursement for the funding of the SRO in the last quarter of the school year. There are no provisions in the current agreement for reimbursement of these fees. The SRO has been re-assigned to road patrol during this time and the cost to the school for the service not provide is \$26,629.63.

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

Background. One of the objectives of the new police facility from its conception was to design and equip the new building in a manner that provided the necessary training and professional development opportunities for our employees in house as much as possible and to reduce the dependency on travel to training. The department's training cadre evaluated the VirTra training system two years ago and it was determined that this system provided the best use of force, de-escalation and decision making training environment for the police officers. Based on that information one room was designed in the new facility to house the Virtra five-screen immersion training system.

Based on this review, the decision was made to not complete the firing range (approx. \$750,000) within the police department at this time, but to utilize this product to enhance our training program. Not only can we train with a firearm, but this system can also incorporate our less than lethal weapons, such as the Taser and the OC spray. One of the best features of this program is that it has the capability to record real environments within the community and develop training scenarios where the officers would actually be in a virtual representation such as the school or a local business. In addition, we considered the speed at which technology changes, along with our facility planning that would allow us to repurpose this room into a different training room, it was determined that we would lease this product instead of purchase it. Besides a cost savings over five years of approximately \$50,000.00, leasing provides us the flexibility to remove or change the system if it does not continue to provide the best training value. The fact that this lease is to be renewed year to year and the agreement can be terminated if we decide to make a change provides us with the most flexibility.

Finally, the annually fee for this system is currently \$45,117.62. There is an initial set up, installation and training fee of \$9,270.30. The use of this system will have an ancillary cost savings to the funds that we would normally be budgeted for outside training fees, travel costs and overtime associated with this type of training. Bond Funds set aside for the new facility will be used for the costs associated with this system.

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

Background. The current trailer mounted vector unit and trailer mounted jetter unit as excess equipment to be sold through auction on GOV Deals.com after completing the purchase of the Used Vehicle that replaces these items if approved by Council. Each unit is worth approximately \$5,000.00.

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

Background. As discussed with Council, review of ordinances required legislation to amend those ordinances to provide refunds to individuals and groups that did not get the use of the reserved spaces due to the COVID-19 related closures.

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

Background. As discussed with Council, review of ordinances required legislation to amend those ordinances to provide refunds to individuals and groups that did not get the use of the reserved spaces due to the COVID-19 related closures.

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

Background. To approve the purchase of a precast concrete building to be used as a restroom facility at the rear of Monroe Crossings Park. This is the alternative to the built-in-place structure that has been bid twice and came in over budget both times.

This building comes pre-packaged with a men's and women's restroom facility, each having two toilets and one sink. It also comes with a storage area in the rear of the facility. The unit is delivered in three sections and assembled by the manufacturer on-site.

The particular building we are asking to purchase is a building which was built for another customer which did not follow through with the purchase. This building's specification actually supersedes the specifications of the building that was specified for Monroe in our original design.

Money available for this project is \$175,000 in grant money and \$155,000.00 in in-kind money for a total of \$330,000.00. To order a brand new building Specified for the City of Monroe the cost would be \$214,367.00. The cost of the building we are asking to purchase is \$175,700.00. This is a savings of \$38,667.00. Remaining monies will be to cover other expenses such as utility connections, fees to Butler County for Sewer connection as well as concrete work around the building. We also hope to install a playground near this structure. All utility connections and concrete work will be completed in-kind.

The City has joined a public purchasing group called Sourcewell which allows government entities to purchase pre-selected items without having to go through the conventional bidding process. This building is part of the Sourcewell platform, so there are no advertising or bidding requirements needed for this purchase.

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Administrative Reports

Adjournment

**Monroe Council Minutes
Regular Meeting of Council
April 28, 2020 – 6:30 p.m.**

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

Pledge of Allegiance

Mayor Frentzel opened the regular meeting of Council with the Pledge of Allegiance at 6:38 p.m.

Roll Call

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

Staff members present: City Manager William J. Brock
Law Director K. Philip Callahan
Chief of Police Robert Buchanan
Director of Public Works Gary Morton
Assistant City Manager Kacey L. Waggaman
Assistant to the City Manager/Clerk of Council Angela S. Wasson

Mayor Frentzel read the following statement.

This open meeting of the City of Monroe is being conducted remotely consistent with the Ohio Director of Health's Stay at Home Order and Governor Dewine's Executive Order 2020-01D.

In order to mitigate the transmission of the virus and reduce risk of COVID-19 illness, we have been advised and directed by the State of Ohio to minimize public gatherings. House Bill 197, passed in March, gave direction on holding public meetings remotely.

HB 197 allows public bodies to meet entirely remotely so long as reasonable public access is afforded so that the public can follow along with the deliberations of the meeting.

This meeting will feature public comment submitted in advance via telephone/email. Even if members of the public do not provide comment, participants are advised that people may be listening who do not provide comment, and those persons are not required to identify themselves. For this meeting, the City of Monroe is convening by video conference via Zoom.

Please note that this meeting is being live-streamed and recorded.

Approval of the Minutes

Mr. Funk moved to approve the Council Minutes of April 14, 2020; seconded by Mrs. Hale. Voice vote. Motion carried.

Visitors

None.

Committee Reports

Mayor Frentzel reported that he and Mr. Brock participated in a meeting with the Monroe Lions Club last evening. Due to uncertainty and not knowing what the rules and guidelines are in July, they have decided not to hold the Light Up the Sky event this year. He noted that some municipalities have cancelled events scheduled through October. Mayor Frentzel advised that Rozzi's was contacted and they will allow us to keep the deposit on file for a future date up to Fourth of July in 2021. They did encourage the City to try to reschedule the fireworks in 2020.

Regarding the parade, Mayor Frentzel pointed out that it would be hard to keep people watching the parade to stay within the social distancing guidelines. He sought suggestions from other members of Council.

Mr. Funk asked that everyone keep an open mind. We are in very uncertain times and it can be a completely different landscape two months from now. We could be in a position where some events that require us to book a few months out could be readily available because no one really had events planned. Mr. Funk understood it was good to stay on top of it, but asked that it be kept on the radar.

Mayor Frentzel asked Mr. Brock about the Memorial Day Ceremony. Mr. Brock replied it would be difficult to get the students in with the band and asked if Council would like to still have a small ceremony to recognize those soldiers that have passed away.

Mrs. McElfresh suggested that a ceremony of recognition could be streamed live on Facebook without having a public gathering.

Mr. Brock also suggested providing each member of Council with a list of names that could be read and have videos of these readings in recognition.

Mayor Frentzel read the following statement:

We are now turning to the first item on the agenda. Before we do so, permit me to cover some ground rules for effective and clear conduct of our business and to ensure accurate meeting minutes.

I will recognize members, members should state their name and provide any comment, questions, or motions. Further, please remember to mute your phone or computer when you are not speaking. Please remember to speak clearly and in a way that helps generate accurate minutes

If you are going to respond to make motions or second, please state your name before speaking.

Old Business

Resolution No. 25-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Burgess & Niple, Inc. for professional engineering services for the Britton Lane Water Tank Project. (Second Reading)

Mr. Brock requested that this be read as an emergency on the second reading.

Mrs. Hale asked what will happen to the water tank. Mr. Brock explained that it must be drained to determine the amount of repairs that are needed. It will also include painting the outside of the tank.

Mr. Funk moved to suspend the rule requiring the reading of Resolution No. 25-2020 on two separate days, authorize its adoption on the second reading, and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 25-2020 by title only.

Mr. Funk moved to adopt Resolution No. 25-2020; seconded by Mrs. McElfresh. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2020-14. An Ordinance authorizing the trade-in of certain personal property no longer needed for municipal purposes. (Second Reading)

Mr. Funk moved to consider this the second reading of Ordinance No. 2020-14 and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-14 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-14; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

New Business

Emergency Resolution No. 26-2020. A Resolution accepting the lowest and/or best bid submitted for the 2020 Asphalt Resurfacing Program, authorizing the City Manager to enter into an agreement by and between the City of Monroe and John R. Jurgensen Co., and declaring an emergency.

Mr. Brock reported that this includes Salzman Road from State Route 63 to the intersection, Clark Boulevard, Lebanon Street from Austin Smith to the east. John R. Jurgensen was the lowe bidder in the amount of \$410,065.70 and the budget for this was \$550,000.00.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 26-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 26-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 26-2020; seconded by Mr. Callahan. Roll call vote: seven ayes. Motion carried.

Emergency Resolution No. 27-2020. A. Resolution authorizing the City Manager to enter into a Temporary Sewer Service Agreement by and between the City of Monroe and the Board of County Commissioners of Butler County, Ohio and declaring an emergency.

Mr. Brock stated this is for the tap-in fees and sewer lateral for the State Route 4 Fire Station. The fees are in the amount of \$9,731.00.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 27-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 27-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 27-2020; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

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

Mr. Brock stated this is for a Unit that will lower cost in both training and equipment.

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

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

Mr. Funk moved to approve the first reading of Resolution No. 28-2020; seconded by Mrs. McElfresh. Roll call vote: seven ayes. Motion carried.

Administrative Reports

- Community Room/Park Shelter Deposits

Mr. Brock reported that a portion of the deposits for the community rooms and park shelters are non-refundable. Due to the pandemic there are individuals that will not be able to use those facilities. Mr. Brock asked Council for their opinion on refunding these deposits. Mr. Funk encouraged that these refunds are made.

Law Director Callahan suggested that Council make a motion this evening and if legislation is necessary it will be presented at a future meeting.

Mr. Routson moved to return the deposits on the park shelters and community rooms; seconded by Mr. Hickman. Voice vote. Motion carried.

Mr. Funk referred to an email from a resident asking if Council would be lenient or change the regulations for chickens considering the stress the pandemic has put on the food chain.

Mr. Brock advised that it is part of the Planning and Zoning Code and could not be changed quickly as it requires public hearings.

Mr. Funk believes it is doable, but haven't seen the food shortage. He felt we should keep it on the radar.

Mr. Routson advised that people could also file a variance for each property. Going to the Board of Zoning Appeals could cost them more in chickens and eggs.

Mr. Callahan felt that the City should just be more lenient during this time rather than changing the regulations.

Mr. Funk stated that we can't not enforce the laws that we have.

Mr. Routson felt it was a little premature to consider changing this and he hasn't seen a shortage of eggs at the grocery store.

Mr. Funk confirmed that Council will receive information from Mr. Brock on the current regulations and where we might be able to relax those regulations.

Mr. Hickman requested that Mr. Brock provide the number of home owners associations that allow chickens and those members of Council that are subject to a home owners association, not be permitted to vote on this.

Mr. Funk brought up the door-to-door advertisement company that the City has had the most contact with, is being found on sidewalks and in the streets.

Mayor Frentzel stated that Mr. Brock had asked all departments to cut their budgets for 2020 due to income not being what it normally is. Mayor Frentzel requested that Council provide input on his suggested reductions Council's budget that was emailed earlier today.

- Executive Session – To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Mr. Funk moved to adjourn into executive session to review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; seconded by Mrs. Hale. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 7:28 p.m.

Mr. Funk moved to reconvene into regular session; seconded by Mr. Hickman. Voice vote. Motion carried.

Council reconvened into regular session at 7:56 p.m.

Mayor Frentzel announced that the next regular meeting of Council will also be held remotely.

Adjournment

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

The regular meeting of Council adjourned at 7:59 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 29-2020

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$3,785.00 TO DRYPATROL LLC AND DECLARING AN EMERGENCY.

WHEREAS, due to COVID-19 it was necessary for the cleaning/disinfecting of the City Building.

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

SECTION 1: A Then-and-Now Certificate in the amount of \$3,785.00 to Drypatrol LLC is hereby approved.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize the Certificate at the earliest possible date to avoid any delay in paying for services rendered. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY RESOLUTION NO. 30-2020

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE PURCHASE OF A VACTOR-JET TRUCK AND DECLARING AN EMERGENCY.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the purchase of a Vactor-jet Truck.

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

SECTION 1: The bid submitted by Best Equipment Co., Inc. for the purchase of a 1999 combination Vactor-jet truck, 2100 model, is hereby declared the lowest and/or best bid.

SECTION 2: Council hereby accepts the bid referenced herein and authorizes the purchase of the vehicle as described in the bid submitted on May 5, 2020 in the amount of \$75,000.00.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with the award of this bid at the earliest possible due to the existing equipment used for the same purpose is beginning to be in a state of disrepair. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor



☐ *Indiana : 5550 Poindexter Drive Indianapolis, Indiana 46235
(317) 823-3050 ♦ (800) 372-2378 ♦ fax (317) 823-3060*

☐ *Ohio : 12359 Abbey Road North Royalton, Ohio 44133
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Please consider our 1999, 15 YD dual engine Vactor with a dual stage fan. Unit meets or exceeds the City's specifications.
This picture is of the actual unit.

\$75,000.00

FOB: Louisville, KY

You deserve the BEST

♦ Solid Waste ♦ Recycling ♦ Street Sweepers ♦ Litter Control ♦ Compost ♦ Yard Waste Collection ♦ Sewer Cleaners ♦ Catch Basin Cleaners ♦
www.bestequipmentco.com

EMERGENCY RESOLUTION NO. 31-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE U C ECONOMICS CENTER TO PROVIDE TAX FORECASTING AND DECLARING AN EMERGENCY.

WHEREAS, due to the extraordinary conditions caused by the COVID-19 pandemic, Council deems it in the best interest of the City to approve an agreement with the UC Economics Center to utilize the City's income tax data, economic mix, and trend analysis to produce a forecast of the City's income taxes.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the U C Economics Center to provide tax forecasting. The terms and conditions of said agreement are set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to ensure sound financial recovery from the COVID-19 pandemic. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

SCOPE OF WORK

Six Year Annual Income Tax Forecast for City of Monroe

April 28, 2020

Context and Project Methodology

The research team at the Economics Center will provide a six (6) year annual income tax forecast of the net income tax revenues received by the City of Monroe.

In addition, the Economics Center will provide a characterization of relevant economic factors influencing income tax revenues for the City such as:

- Demographic trends
- Regional economic dynamics including:
 - Industry characteristics and trends
 - Employment, occupation, and wage characteristics
- National economic trends

This characterization will illustrate how these factors may influence future income tax revenues. To the extent possible, the analysis will also provide information for the City as to which factors may be influenced by city-level policies, as opposed to factors dominated by state or national policies or other considerations, for example.

The Economics Center proposes to perform the following tasks to prepare a six-year income tax forecast for the City of Monroe over the period of 2020-2025:

Task A: *Project Kick Off Meeting*

Upon execution of the consulting agreement, members of the Economics Center team will participate in a kick-off meeting with representatives of the City who are pertinent to this project. The meeting will confirm the scope and intent of the research and its deliverables. Representatives of the City should include at least one individual responsible for data procurement and an individual authorized to make decisions related to the confirmation of this project's timeline and deliverables. Throughout the course of the project, the Economics Center will collaborate with the City, either through in-person meetings or phone calls, to manage receipt of data and deliverables, and address any issues and delays to promote an efficient and timely project process.

Task B: *Forecast Data Procurement and Compilation*

The Economics Center will provide a data request within a week of the Project Kick Off Meeting. The data needs are described below in Data Requirements. Upon receiving the requested information, researchers will mine and clean the data as needed, and make any additional requests in order to complete the procurement process. After the data have been analyzed, the Economics Center will receive client verification of key data inputs to be used in the research model. The Economics Center will also draw on its own research and available data sources during the course of this project.

Task C: *Demographic, Regional and National Trend Analysis*

The Economics Center will collect other relevant, publicly available data for the analysis. These data include, but are not limited to, demographic data, industry and occupational information on employment and wages from sources such as the US Bureau of Labor Statistics, the US Bureau of Economic Analysis and the US Census Bureau. As appropriate, the Economics Center may include data from sources such as Economic Modeling Specialists, Inc. (EMSI). Historical data and existing projections of relevant items will be used to characterize local, regional, and national economic trends and dynamics that may impact city income tax revenues.

Task D: *Revenue Forecast Development and Estimation*

Using the data provided by the City and restricted-use, establishment level data made available through a proprietary agreement with the Ohio Department of Jobs and Family Services, the Economics Center will forecast the annual income tax over a six year period. Forecast methodology will be developed based on available data and a scan of existing comparable forecast methodologies.

While not providing forecasts of demographics or expenditures, the Economics Center will incorporate this information as it calibrates the forecasting model. Other relevant economic trends will also be considered, although not necessarily forecasted separately.

Task E: Net Revenue Analysis

The Economics Center will complete a historical analysis of the impact the national, Cincinnati MSA, and Butler/Warren County economies have had on City of Monroe net profit income tax revenue. Economic data to be examined as part of this research task include:

- GDP
- Inflation
- Personal Income
- Interest Rates
- Unemployment and Employment

Task F: Report Preparation

The Economics Center understands the need to help its clients and the public better understand economic analysis. For the City of Monroe, a final report will be produced which will describe in detail the research methodology, statistics, and conclusions of this research. As needed, this report will include tables, charts, and narrative to highlight key findings of the analyses and an Appendix to support those conclusions with methodology, definitions, and data.

Data Requirements

Data to be provided by the City to complete this research includes, but is not limited to, the following:

- Monthly City income tax revenues since 2005, broken out by withholding and non-withholding classifications
- Refunds Paid

Project Deliverables

The Economics Center will utilize the online project collaboration tool, BaseCamp, to communicate about milestones, share important files, and post messages and updates. In addition, the following deliverables are included as described above in "Scope of Work":

1. Preliminary Forecast Results
2. A Preliminary Report which includes data and conclusions to be placed in the final report.
3. A Final Report which will include tables, charts, a qualitative comparison of economic and demographic indices, and narrative to highlight key findings and methodology of the analyses, and an Appendix.
4. Additionally, the Economics Center will be available to deliver an internal presentation to City of Monroe staff highlighting the findings of the study, as well as a presentation to City Council.

Estimated Timeline and Price

The timeline can be altered to omit and/or add any tasks prior to contract execution. Changes to the project timeline or associated tasks may result in a change to the estimated project cost.

	Completed
Task A: <i>Project Kick-off</i>	<i>May 1, 2020</i>
Task B: <i>Data Procurement</i>	
Task B.1: Data Receipt.....	<i>May 8, 2020</i>
Task B.2: Data Approval	<i>May 13, 2020</i>
Task C: <i>Demographic, Regional and National Trend Analysis</i>	
Task D: <i>Revenue Forecast Development and Estimation</i>	
Task E: <i>Net Profit Analysis</i>	
Task F: <i>Report Preparation</i>	
Task F.1: Preliminary Report	<i>June 12, 2020</i>
Task F.2: Client Comments	<i>June 19, 2020</i>
Task F.3: Final Report	<i>June 26, 2020</i>

Total Price: \$16,250

RESOLUTION NO. 32-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE MONROE LOCAL SCHOOL DISTRICT TO PROVIDE FOR THE WAIVER OF PAYMENTS FOR SCHOOL RESOURCE OFFICERS DURING PERIODS OF TIME WHEN THE SERVICES ARE NOT UTILIZED.

WHEREAS, during the recent COVID-19 pandemic the Monroe Local School District (“School”) was ordered closed for a period of time; and

WHEREAS, during this time the services of the School Resource Officers were not utilized by the School.

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

SECTION 1: The City Manager is hereby authorized to enter into an amended agreement by and between the City of Monroe and the Monroe Local School District to provide for the waiver of payments for School Resource Officers during periods of time when the services are not utilized. The amended agreement is set forth on Exhibit “A” attached hereto and made a part hereof.

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

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Exhibit "A" Res No. 32-2020

School Resource Officer Amended Agreement

This School Resource Officer Amended Agreement ("Agreement") entered on the _____ day of _____, 2018, by and between the City of Monroe, Ohio ("City") and the Monroe Local School District ("School").

WHEREAS, the City and School established a more complete liaison with school personnel and the City in a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, due to the recent COVID-19 pandemic the School was ordered to be closed for a period of time; and

WHEREAS, during this period of time and possible future situations of closure, the City desires to have the ability to waive certain payments as set forth in the original agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

Section 4.2 of the original agreement is hereby amended to read

"The School shall pay the total amount due in four quarterly installments. Each installment shall be paid in full within 30 days from receipt of an invoice from the City payable to the City of Monroe and mailed to:

City of Monroe
P. O. Box 330
Monroe, Ohio 45050
Attn: Monroe Police Department

During the year 2020, the School was not able to remain open for a period of time as mandated by the State of Ohio. Therefore, the fourth quarter installment due and payable in 2020 will be reimbursed to the School. In the event similar circumstances arise in the future and the services described herein are not provided, the City has the option of waiving an installment or a portion thereof."

All other terms and conditions contained in the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first written above.

CITY OF MONROE, OHIO

MONROE LOCAL SCHOOL DISTRICT

By: _____
William J. Brock, City Manager

By: _____
Name: _____
Superintendent

RESOLUTION NO. 33-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND VIRTRA FOR A V-300 TRAINING SYSTEM FOR THE DEPARTMENT OF POLICE.

WHEREAS, the lease of a VirTra V-300 Training System will allow for in-house training resulting in less travel for training.

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

SECTION 1: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and VirTra for a V-300 Training System for the Department of Police pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Account Name	City of Monroe Police Department	Created Date	2/6/2020
Contact Name	Michael Rosenbalm	Quote Number	00002824
Phone	(513) 539-9234	Expiration Date	5/29/2020
Email	rosenbalm@monroeohio.org		
Ship To Name	City of Monroe Police Department	Prepared By	Steve Dilullo
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488
		Email	steve.dilullo@virtra.com

VIRTRA, INC.

SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES AGREEMENT

AGREEMENT: Simulated Firearm Equipment and Training Services Agreement (the "Agreement") is made and entered by and between the organizations or entities set forth below to provide Agency with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "System").

CONTRACT PRICE SUMMARY:

Contract initiation payments (one time.)

Setup & Training: \$6,270.00

S&H \$3,000.30

Annual Recurring Payment:

Annual Contract \$45,117.62

Rate (STEP)

TERM: This Agreement will become effective upon the date the customer receives and accepts control over a substantial portion of the equipment listed on Exhibit D and services listed on the System Acceptance Checklist (Exhibit C) but not more than 90 days after Contract execution date. Unless terminated as set forth herein, this Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of sixty (60) months), unless and until one party provides the other party with written notice of termination at least sixty (60) days prior to the end of the Term, or any subsequent Renewal Term.

EXHIBITS: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

Exhibit A: General Terms and Conditions.

Exhibit B: Maintenance and Support Agreement.

Exhibit C: System Acceptance Check List.

Exhibit D: Services, Equipment, and Pricing Summary

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

FOR AGENCY

Signature

Date



Printed Name and Title

FOR VIRTRA

Signature

Date

Printed Name and Title

7970 South Kyrene Road
Tempe, AZ 85284
(480) 968-1488

EXHIBIT A

VIRTRA, INC.

AGREEMENT FOR SIMULATED FIREARM EQUIPMENT AND TRAINING SERVICES

GENERAL TERMS AND CONDITIONS

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the Agency and VirTra. Each party expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from VirTra; and the unrestricted right to bid and supply any such product, support or service.

2. PRODUCTS AND SERVICES

VirTra agrees to provide the Agency with the System, including all goods and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein, as well as all necessary manpower and other necessary resources.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY GOODS SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. THE PARTIES AGREE THAT ALL TERMS AND CONDITIONS ARE SET FORTH IN THIS AGREEMENT.

Employees and agents of VirTra, shall, while on the premises of the Agency, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

If required, VirTra shall be responsible for installation, training and knowledge transfer activities in relation to the goods being supplied, as set forth in Exhibit B to this Agreement.

All equipment shall be delivered to a Agency site specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing.

Upon any termination or expiration of this Agreement, the System and all other related materials provided to Agency hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the System and related materials. The System and related materials must be returned to VirTra in good repair and functionality, considering reasonable wear and tear.

VirTra shall provide the System and perform work in a professional manner consistent with, at a minimum, general industry standards.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The parties agree that they shall cooperate and execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.



5. PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Agency unless it is in writing and signed by an authorized representative of the Agency.

7. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Agency is listed in the Hazardous Substances List of the Regulations of the Occupational Safety and Health Administration, or if the product presents a physical or health hazard, VirTra must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

8. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Agency. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to Agency will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, VirTra agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at Agency's destination; and such loss, injury or destruction shall not release VirTra from any obligation hereunder.

9. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the Agency. Inspection shall be made within prior to execution of the System Acceptance Checklist, shown in Exhibit C.

In the event that VirTra's goods are not accepted by Agency due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected goods.

The rights and remedies of Agency provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by Agency of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by VirTra, or of any other claim, right or remedy of the Agency.

Agency's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Exhibit C.

10. ADJUSTMENT BY COMPANY

The Agency reserves the right to waive a variation in specification of goods or services supplied by VirTra. VirTra may request an equitable adjustment of payments to be made by Agency if Agency requires a change in the goods or services to be delivered. Any claim by VirTra for resulting adjustment of payment must be asserted within thirty (30) days from the date of receipt by VirTra of the notification of change required by Agency.

11. INVOICING

VirTra shall invoice Agency on a periodic basis, in accordance with the pricing set forth in Exhibit B of the Agreement. Invoices shall be sent to the Agency customer or department referenced above or such other person or address as the Agency may provide to VirTra, in writing, from time to time. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: VirTra's complete name and remit-to address; invoice date, invoice number, and payment term; Agency contract number; pricing per the Agreement; applicable taxes; and total cost.

VirTra and Agency shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

12. AVAILABILITY OF FUNDING

The Agency's obligation for payment of any fees or charges beyond the Initial Term is contingent upon the availability of funding and upon appropriation for payment to VirTra.

13. PAYMENT

The Agency's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder.



14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, Agency shall not make payments prior to receipt of service or goods (i.e. the Agency will not make "advance payments").

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

VirTra shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under VirTra's federal and state identification number(s).

15. TERMINATION FOR CAUSE

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to the other party. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order, (b) violation by a party of any applicable laws or regulations; or (c) assignment or delegation by a party of the rights or duties under this Agreement without the written consent of the other party.

In lieu of terminating immediately upon default, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

16. TERMINATION FOR BANKRUPTCY

If VirTra is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of VirTra's insolvency, the Agency may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

17. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be subject to mediation and then binding arbitration.

18. ACCOUNTABILITY

VirTra will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, VirTra must take immediate action to correct or resolve the issues.

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

VirTra may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of Agency. Notwithstanding the foregoing, VirTra may transfer its rights and obligations under this Agreement in conjunction with a sale of all or substantially all of VirTra's assets.

20. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving VirTra. In the event of an acquisition, merger, divestiture or other transfer of rights VirTra must ensure that the enquiring entity or the new entity is legally required to:

- A. Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between VirTra and the Agency, including but not limited to: a) established pricing and fees; b) product support and maintenance until the contract is terminated; and c) no price escalation during the term of the Agreement.
- B. If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The Agency will not be required to pay any additional license or maintenance fee.
- C. Give the Agency prompt written notice following the closing of an acquisition, merger, divestiture or other transfer of rights involving VirTra.

21. COMPLIANCE WITH ALL LAWS & REGULATIONS

VirTra shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. VirTra's violation of this provision shall be deemed a material default by VirTra, giving Agency the right to terminate the Agreement. Examples of such Regulations include but are not limited to Occupational Safety and Health Act of 1970 and the standards and regulations issued there under. VirTra agrees to indemnify and hold harmless the Agency for any loss, damage, fine, penalty, or any expense whatsoever as a result of VirTra's failure to comply with the act and any standards or regulations issued there under.

22. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities,



nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The Agency shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by VirTra. The Agency shall reserve the right to extend the agreement and time for performance at its discretion.

23. CONFLICTS OF INTEREST

VirTra shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations. In accepting this Agreement, VirTra covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. VirTra further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. VirTra, including but not limited to VirTra's employees and subcontractors.

24. INDEPENDENT CONTRACTOR

VirTra shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Agency. VirTra shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Agency and VirTra. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Agency, nor shall any such person be entitled to any benefits available or granted to employees of the Agency.

VirTra is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

25. INSURANCE

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder.

26. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by VirTra's negligence or operations shall be repaired, replaced or reimbursed by VirTra at no charge to the Agency. Repairs and replacements shall be completed in a timely and expedient manner. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from VirTra's vehicles or during performance shall be the responsibility of VirTra. All materials must be cleaned up in a manner and time reasonably acceptable to Agency (completely and immediately to prevent potential as well as actual environmental damage). VirTra must promptly report each incident to the Agency. Damage observed by VirTra, whether or not resulting from VirTra's operations or negligence shall be promptly reported by VirTra to Agency. Agency may, at its option, approve and/or dictate the actions that are in Agency's best interests.

28. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

VirTra represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from VirTra to Agency at the F.O.B. point, subject to the right of Agency to reject upon inspection.

29. INDEMNITY

Neither party shall not be liable for, and each party shall defend, indemnify and hold harmless the other party and the employees and agents of the other party (collectively, the "Indemnified Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of a party or its contractors, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of a party. A party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a party is obligated to indemnify, defend and hold harmless the other party as set forth herein.

30. WARRANTY; MAINTENANCE

VirTra shall provide the warranty and maintenance services set forth in Exhibit B to this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations.

31. COOPERATION WITH REVIEW

VirTra shall cooperate with Agency's periodic review of VirTra's performance. VirTra shall make itself available onsite to review the progress of the project and Agreement, as requested by the Agency, upon reasonable advance notice.

32. NON-DISCRIMINATION

VirTra shall comply with all applicable Federal, State, and local laws and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with



Disabilities Act of 1990; and The Rehabilitation Act of 1973 (§§ 503 and 504), VirTra shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall VirTra discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. VirTra's violation of this provision shall be deemed a material default by VirTra giving Agency a right to terminate the Agreement for cause.

33. SEVERABILITY

Should any part of the Agreement between Agency and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

34. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Agency. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Agency so specifies.

35. USE OF COMPANY'S NAME FOR COMMERCIAL PURPOSES

VirTra may not use the name of the Agency or reference any endorsement from the Agency in any fashion for any purpose, without the prior express written consent of the Agency.

36. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

37. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

38. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

39. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

40. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

41. CONTRACT EXECUTION

Unless otherwise prohibited by law or Agency policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Agency.

42. AGENCY POINT OF CONTACT

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

43. THIRD PARTY BENEFICIARIES



This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

44. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

45. DATA AND OWNERSHIP

All content generated or stored by the System that is related to the performance and activity of Agency personnel while using the System ("Content") shall be the sole and exclusive property of Agency. Agency acknowledges and agrees that the System provides certain Content backup and verification features and that preservation of the Content is the sole and exclusive responsibility of Agency.

Agency hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring System performance and function, System maintenance, calibration, data aggregation for tests, training results, measurements, etc.

46. CONFIDENTIAL INFORMATION

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement. Each party shall defend, indemnify and hold the other party harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by that party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other party.

47. LIMITATION OF LIABILITY

Both parties' liability for damages to each other for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the greater of five hundred thousand dollars (\$500,000) or two (2) times the Total Agreement Value. For purposes of this Section, "Total Agreement Value" will mean the aggregate Agreement price and any subsequent amendments to this Agreement. In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. The foregoing limitation of liability shall not apply to: (i) any indemnity and defense obligations related to infringement of intellectual property, personal injury, death, property damage; (ii) willful misconduct, gross negligence, or fraud; or (iii) reasonable attorney's fees.

48. OWNERSHIP PROPERTY

Except as expressly set forth herein, Agency acknowledges and agrees that all right, title, and interest in and to the System (and the intellectual property rights associated therewith) provided to Agency under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the System to Agency. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the System to Agency provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the System after transference is permitted only by means of a continuing license from VirTra.

49. TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Buyer's Purchase Orders.

50. TAX EXEMPTION

Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific goods and services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Exhibit B Maintenance and Support Agreement

During the term of the Agreement, and provided that Agency is in material compliance with the terms and conditions set forth in Exhibit B, VirTra includes the following maintenance and support at no additional charge. Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1: VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

*Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

- Install new VirTra training scenarios²
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2: Parts and Labor in the event of a non-functioning system or accessory.³

3: Use of VirTra's Advance Replacement Program.⁴

4: Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5: Simulator Computer and Projector Upgrade after five (5) years of deployment and if Contract renewal into sixth year of service. Other electronics and hardware to be upgraded at VirTra's discretion.

6: Travel expenses if a VirTra technician must travel to customer location.

7: Overnight Shipping on all replacement or repaired parts⁵

8: Remote Assistance⁶

1 – VirTra Operating Software Version 4 (VOS 4) will be automatically upgraded to the most current 4.XX.XX release during Annual visit. Hardware must be supported by the new release and have enough hard drive space available on the system.

2 – Agency will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible with Agency's system and, accordingly, no guarantee of additional scenarios is provided.

3 – TASER X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER handle.

4 – Limited Quantities and not available for all components.

5 – Where Available.

6 – Agency must allow remote access to System.

Exhibit C System Acceptance Checklist

Initial Setup and Testing (Some items may not be applicable)

Visually Inspect the System and Explain it's Components

Open each box/container and verify all items are accounted for

Setup and Position Screen(s) and CPU Rack

Layout Speakers, All Wiring and Balance all Sound Levels

Install Training Platform (If Applicable)

Install and Align all Projected Images and Camera Views

Test all Weapon Kits and Wireless Accessories

Ensure all User Manuals are Correct for System & Accessories

Instructional Training (**Some items may not be applicable)

Explain Proper Maintenance and Environmental Conditions

Explain the importance of Firearm Safety

Explain and Demonstrate how to Install Weapon Kits

Explain and Demonstrate how to properly Maintain Weapon Kits

***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling

Explain and Demonstrate how to Fill the Weapon Magazines

Explain and Demonstrate how to Properly Boot Up and Shutdown the System

Explain the functionality of Wake-On-LAN

Explain and Demonstrate how to Run VOS™

Explain the Different Scenario Types and how to run Each Type of Scenario

Explain and Demonstrate how to Create Scenario Tags and Filters

Explain and Demonstrate how to Create Scenario Playlists

Explain and Demonstrate how to Add Scenario Favorites

Explain and Demonstrate Proper Projector Alignment

Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools

Explain and Demonstrate how to use Diagnostics through V-Tracking Tools

Explain Laser ID's vs Pulse Lengths

Explain and Demonstrate how to Add a New Weapon Kit

Explain and Demonstrate how to Enter a New Trainee

Explain and Demonstrate how to assign Trainee's and Weapons



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Explain and Demonstrate how to Zero a Weapon
Explain and Demonstrate Directional Surround Sound
Explain and Demonstrate how to run and Configure VirTra Accessory Controller
Explain and Demonstrate how to use VirTra Wireless Devices
Explain and Demonstrate how to Run a Video Scenario
Explain and Demonstrate Scenario Branching
Explain and Demonstrate Scenario Debrief
Explain and Demonstrate Presentation Mode
***Explain and Demonstrate Low-Light
***Explain and Demonstrate TMaR
***Explain and Demonstrate Breach Door
Explain and Demonstrate how to Create a Marksmanship Trainee Set
Explain and Demonstrate how to Boresight in Marksmanship
Explain and Demonstrate how to Run a Free Fire Course in Marksmanship
Explain and Demonstrate how to Run a Pre-built Course in Marksmanship
Explain and Demonstrate how to Run Marksmanship Debrief
Explain and Demonstrate how to Create and Import a Custom Target
Explain and Demonstrate how to Create and Import a Custom Course of Fire
Explain and Demonstrate how to use VirTra Remote Desktop
Explain how to access VirTra Administration, including as an Administrator
Explain all Icons and their functions of VirTra Administration
Explain the Safety Precautions and Waiver
Explain what consumable items are
Explain the VirTra Warranty and Customer Service & Support Procedures
Show client where manuals are located for System/Accessories
***Explain and Demonstrate how to run V-Author™
***Explain and Demonstrate how to use the VirTra Pano Edit Tool
***Explain and Demonstrate how to Import a V-Author™ Scenario
***Explain and Demonstrate how to Export a New V-Author™ Scenario
***Explain and Demonstrate how to Author a Single Screen Scenario

**Exhibit D:
Services, Equipment, and Pricing Summary**

Product Code	Product Description	Quantity
V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	1.00
V-ATCC-5-STEP	Advanced Trainer Certification Course (ATCC): 40-hour high demand course on how to incorporate video simulation into your training program properly and successfully. Includes 32 hours of "The Science of Simulation Training," and "Train the Operator Certification." The Science of Simulation is a critical overview and application of the recent science into adult learning specifically as it applies to simulation. Adult learning concepts in this course apply to all modes of learning both inside and outside the simulator. Training occurs at VirTra Global HQ in Tempe, AZ. Included with initial term of STEP Contracts only. Travel and expenses not included and are the responsibility of the customer.	1.00
V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	1.00
VHU-BS-300	Eliminates the 5 inch black border between screens to increase immersion on VirTra 300 systems.	1.00
VATU-LL-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	1.00
VATU-TMAR	Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00
	VirTra V-Author™ software and desktop computer. Create and edit custom scenario content using included or site specific panoramic photographs and included assets. Includes standard asset and background	



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VATU-ASU-VA	package. Two day on-site training and installation included (CONUS.) Additional hardware required. For use with V-180 and V-300 systems.	1.00
VTRK-M4S	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (VTRK-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	1.00
V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (VWSA-VATRM16-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	1.00
VWSA-VATRM16-AP	Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).	1.00
VWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1.00
VTRK-G17	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	2.00
VTRK-G17-MAG	Additional magazine for use with the VTRK-G17 recoil kits.	2.00
VWSA-VTRKG17-AP	Adapter plate for the VTRK-G17-MAG (Requires VirTra refill station).	1.00
VATU-TFII	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	1.00
VWSA-WS	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	1.00
VNLW-TAS-X2	TASER® X2 cartridges package (left & right assembly)	2.00
VNLW-OCC-MK3	Laser-based MK3 model OC training device.	2.00
VLSI-40MM-LSR	40MM laser based sponge round for use with tube launchers.	1.00

\$45,117.62



The V-300™ is the higher standard for decision-making simulation and tactical firearms training. Five screens and a 300-degree immersive training environment ensures that time in the simulator translates into real world survival skills.

V-300™ SYSTEM FEATURES AND CAPABILITIES

- Fully immersive 300-degree environment
- Real-life scenarios and marksmanship training capability
- Seamless high resolution video
- Debrief and record a trainee's performance, judgment, and reaction time
- Multi-directional surround sound for unsurpassed audio realism
- Arsenal of recoil kits available for most firearms
- One year "Best in the Industry" warranty with 24/7 service and technical support

"The V-300™ shows how quickly judgment decisions have to be made, and if they are not made immediately and quickly, lives can be lost. You can't put a dollar value on that or being prepared enough for the surprises that could be around every corner."

Jason Grunwald
Commander of USMS Great Lakes Regional Fugitive Task Force

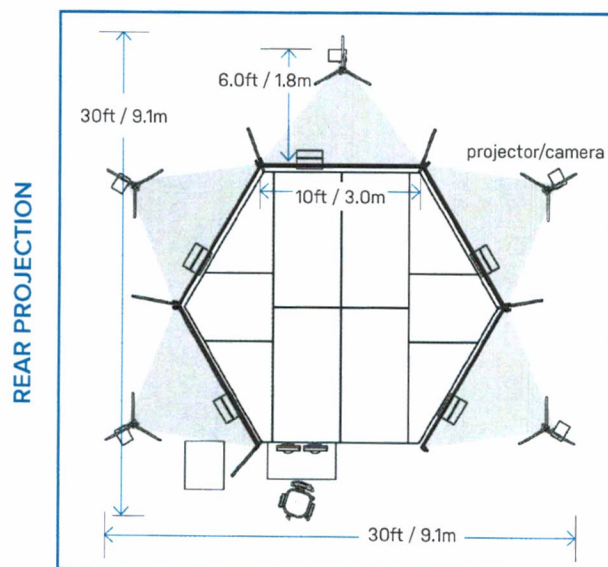
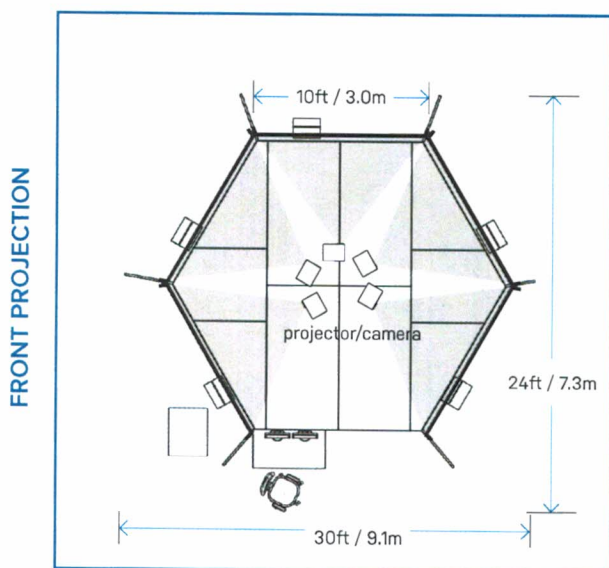
VirTra

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V-300™ IN ACTION!



FOOTPRINT & CONFIGURATION



SYSTEM SPECS

6 computers
Rack mount chassis
Intel® processors
Hi-end graphics cards
8GB RAM

5 - DLP projectors
5 - 10' x 7.5' projection screens
5 - Self powered monitor speakers with +10db input
5 - Gigabit laser tracking cameras
Dual monitor with backlit keyboard and optical mouse



Scan the QR code with your smart phone device or visit virtra.com/v-300 to learn more.

VirTra

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EMERGENCY ORDINANCE NO. 2020-15

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY NO LONGER NEEDED FOR MUNICIPAL PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 721.15 authorizes the sale of personal property not needed for municipal purposes; and

WHEREAS, Council desires to authorize the sale of the equipment described herein valued at \$1,000 or more each.

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

SECTION 1: Council hereby authorizes the sale of a trailer mounted Vactor unit and trailer mounted jetter unit as they are no longer needed for municipal purposes.

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 that Council desires to sell the equipment at the earliest possible date so that the funds from the sale can be utilized for necessary operations of the City. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY ORDINANCE NO. 2020-16

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 1065 OF THE CODIFIED ORDINANCES TO ELIMINATE REFERENCE TO THE JAMES MONROE COMMUNITY ROOM, ALLOW FOR FULL REFUNDS FOR CANCELED RESERVATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the James Monroe Community Room no longer exists; and

WHEREAS, due to the COVID-19 pandemic the City of Monroe had to cancel reservations of the Monroe Community Room and Small Conference Room located at 6 East Avenue; and

WHEREAS, there is currently no provision for refunds when reservations are canceled.

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

SECTION 1: Chapter 1065 of the Codified Ordinances is hereby amended and supplemented to read as follows:

“CHAPTER 1065 - COMMUNITY ROOMS

1065.01. - Purpose.

The purpose of this Chapter is to establish the basis upon which the use and maintenance of the Monroe Community Room and Small Conference Room located at 6 East Avenue shall be carried out.

1065.02. - General rules.

The Monroe Community Room and Small Conference Room located at 6 East Avenue, rules and regulations:

- (a) The Monroe Community Room and Small Conference Room are to be used primarily for local community organizations, but shall be available for private functions as well.
- (b) Activities are scheduled on a first come, first served basis with priority being given to organizations meeting on a regularly scheduled basis. Each organization wishing to meet on a weekly basis will notify the City at the start of each year. A new application must be completed.
- (c) All activities and reservations are subject to the approval of the City Manager or designee.
- (d) Maximum capacity of the Monroe Community Room is 150 and the Small Conference Room is 20. It is suggested to reserve the room that best fits the size of your group/organization.
- (e) The City Manager may refuse use of the facility at his or her sole discretion if the proposed use is deemed to constitute disruptive force and/or a danger to the health, safety, or welfare of the public.
- (f) No alcoholic beverages, smoking, or firearms are permitted.
- (g) No function shall begin prior to 8:30 a.m. or run past 11:00 p.m.

- (h) All trash is to be put in trash bags and placed in the trash container outside the building. Replace bags in cans if they are thrown away. New bags are found in the bottom of the cans. Sweep floor, wipe off tabletops, and clean kitchen if used. The room must be neatly organized. If the room is continuously left unclean, there will be a charge for cleaning.
- (i) Special permission must be obtained for the placement of props, decorations, and the like and, if approved, the same must be removed within the approved reservation time.
- (j) Absolutely no structural alterations or additions are permitted to the room.
- (k) No assembly program or activity that disturbs the peace, incites to riot, or provokes dissension or public protest will be permitted.
- (l) Use of the room does not constitute City endorsement, agreement, or support of any group, program, or activity.
- (m) Application may not be approved for any use which is not under satisfactory sponsorship or adequate adult supervision.
- (n) Each applicant agrees to protect, hold harmless the City and its employees from all liability arising from the applicant's use of the facility.
- (o) The City Manager or designee shall have free access to the room at all times.
- (p) The City Manager or designee shall have the right to cancel any reservation at any time.
- (q) Gambling is prohibited.
- (r) No use of open flames will be permitted.
- (s) All motor vehicles will park in designated parking areas only.
- (t) You must be in and out of the room according to your scheduled reservation.
- (u) All groups/organizations are required to submit a deposit to reserve the room.

The deposit schedule is as follows:

- (1) a. *Small Conference Room.* Other than service, civic and/or non-profit organizations serving the Monroe area, all others must submit a \$100.00 deposit at the time of reservation. The reservation and deposit must be made in person at the City building before the room is actually reserved. \$50.00 of the deposit shall be mailed within 20 days of the rental, provided the inspection of the room indicates that the facility was cleaned, left in an orderly fashion and no damage has occurred. Forfeiture of the deposit will be at the sole discretion of the City Manager or designee, after determination that some damage to the building, grounds, or equipment was sustained while under supervision of the applicant.
- b. *Monroe Community Room.* Other than service, civic and/or non-profit organizations serving the Monroe area, all others must submit a \$150.00 deposit at the time of reservation. The reservation and deposit must be made in person at the City building before the room is actually reserved. \$100.00 of the deposit shall be mailed within 20 days of the rental, provided the inspection of the room indicates that the facility was cleaned, left in an orderly fashion and no damage has occurred. Forfeiture of the deposit will be at the sole discretion of the City Manager or designee, after determination that some damage to the building, grounds, or equipment was sustained or violation of these rules occurred while under supervision of the applicant.
- (2) Service, civic and/or non-profit organizations serving the Monroe area must submit a \$100.00 fully refundable deposit per room at the time of reservation. The

reservation and deposit must be made in person at the City building before the room is actually reserved.

- (3) A \$25.00 fee will be deducted from the deposit for all groups/organizations if the room is not found to be cleaned and left in an orderly fashion.
- (4) In the event the reservation is canceled by the City or applicant prior to the reserved use, a full refund of the deposit shall be made.
- (u) The City does not waive any future claim of recovery for damage sustained while under the supervision of the applicant.
- (v) A cashier's check or cash may be required at the sole discretion of the City Manager.
- (w) The tables and chairs can be moved around but they cannot leave the building. The tables must be neatly organized.
- (x) Before leaving, turn off all lights.
- (y) Report any problems to the police department.
- (z) Church groups may not use the room for regularly scheduled church services.
- (aa) Disruptive behavior interfering with the operations or uses of any of the buildings where the rooms are located will not be tolerated. Interference may result in immediate dismissal from the premises and/or denial of applicant's use of the room in the future.
- (bb) Restrooms are located in the hallway adjacent to the room. The rules and regulations established for the room apply to these restrooms where applicable.
- (cc) If you have any comments or concerns about the room, please let us know. Please enjoy your use of the room and keep it clean for all to use.
- (dd) Applications for use of the room shall be on a form as designated by the City Manager."

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to all for refunds due to cancellations of reservations due to the current exigent circumstances. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

EMERGENCY ORDINANCE NO. 2020-17

AN ORDINANCE SUPPLEMENTING SECTION 286.13 OF THE CODIFIED ORDINANCES TO ALLOW FOR FULL REFUNDS FOR CANCELLED RESERVATIONS IN EXIGENT CIRCUMSTANCES AND DECLARING AN EMERGENCY..

WHEREAS, due to the COVID-19 pandemic the City of Monroe had to cancel reservations of park shelters; and

WHEREAS, Council deems it to be fair to refund the deposits placed for said cancelled reservations.

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

SECTION 1: Section 286.13 of the Codified Ordinances is hereby supplemented to read as follows:

“The fee for reservation of a park shelter shall be \$25.00 per reservation and nonrefundable. Refunds shall only be approved by the City Manager or designee during exigent circumstances when the reservation is cancelled by the City of Monroe.”

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to all for refunds due to the current exigent circumstances at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_____

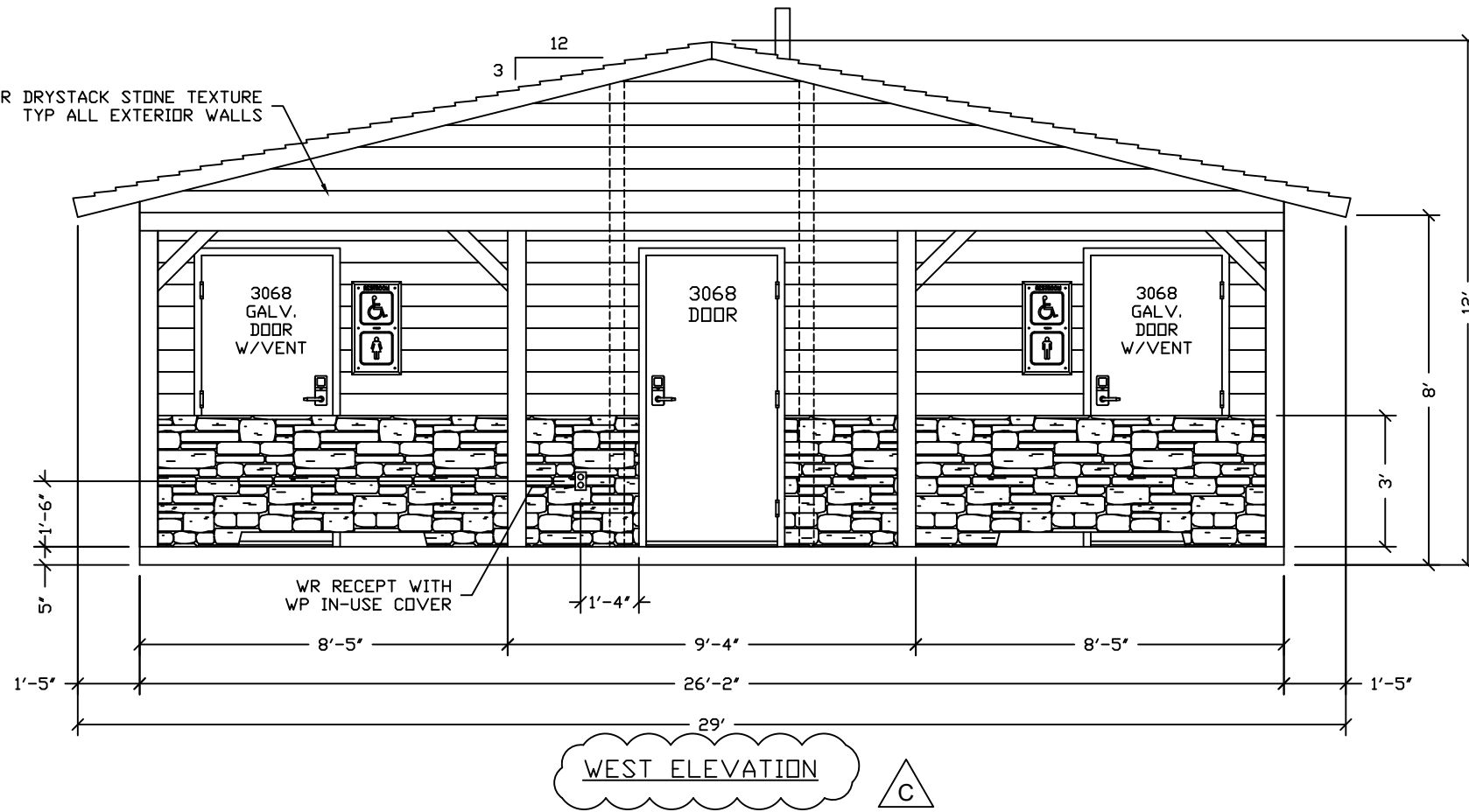
ATTEST:

APPROVED:

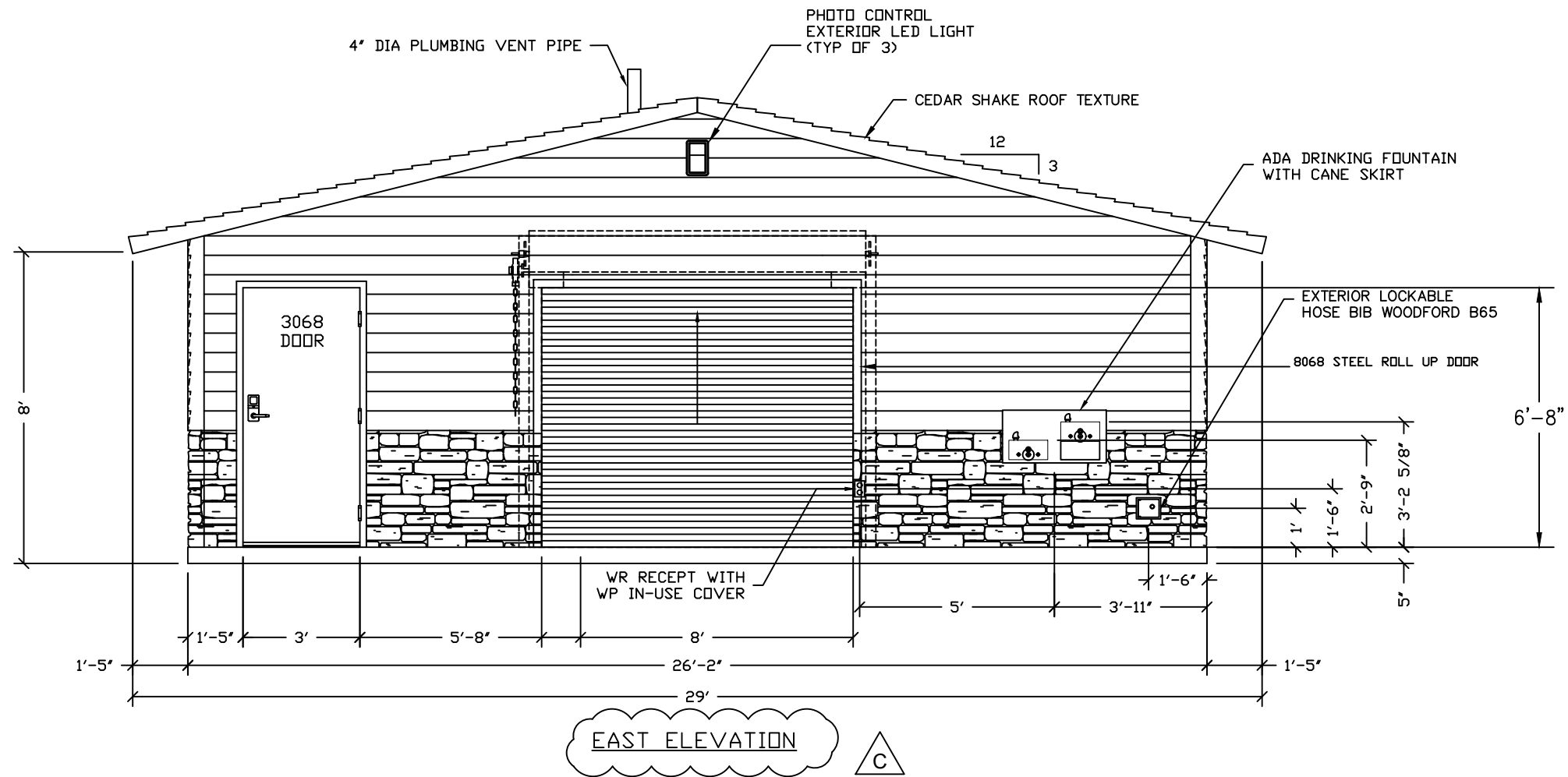
Clerk of Council

Mayor

HORIZONTAL LAP/ASHLAR DRYSTACK STONE TEXTURE
TYP ALL EXTERIOR WALLS



WEST ELEVATION



EAST ELEVATION



3808 N. Sullivan Bldg. #7 Spokane, WA 99216



Precast Products

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE

MALIBU with PORCH
BUILDING NUMBER MB-008

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
C	LOCAL AHJ REQUEST	RDW	9-15-17
B	CUSTOMER REQUEST	RDW	5-2-17
A	PE REQUEST	RDW	3-14-17
SCALE	1/4"=1'-0"	DATE	03-04-17
DRAWN	DANA B	FILE NO.	MB-008
CHECKED	RDW	PLOT	96

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
MB-04	4	C
	45	