

**Monroe Council Agenda
Regular Meeting of Council
June 23, 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](https://www.facebook.com/MonroeOhio).

Public comments or questions must be submitted no later than 6:30 p.m. EST on Monday, June 22, 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 June 9, 2020 and Finance Committee Minutes of June 16, 2020

Visitors

Committee Reports

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

Old Business

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

New Business

Emergency Resolution No. 41-2020. A Resolution accepting the lowest and/or best bid submitted for the Britton Lane Tank Rehabilitation Project, authorize the City Manager to enter into an agreement L & T Painting Company, Inc. for said project, and declaring an emergency.

Resolution No. 42-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and US Bank for banking services.

Resolution No. 43-2020. A Resolution accepting the recommendation of the Butler County Tax Incentive Review Council of May 21, 2020.

Resolution No. 44-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the Ohio Department of Transportation for the construction of a 2.3 mile long trail along the Great Miami River associated with the Federal grant funds awarded.

Resolution No. 45-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the Ohio Department of Transportation agreeing to participate in the construction of a 2.3 mile long trail along the Great Miami River.

Resolution No. 46-2020. A Resolution adopting the Tax Budget for the City of Monroe, Ohio, for the 2021 fiscal year.

Consideration of Motion authorizing the expenditure of \$50,321.62 for the purchase of a T66 T4 Bobcat Compact Track Loader for the Department of Public Works.

Consideration of Motion accepting the January through April 2020 Finance Reports as submitted.

Consideration of Motion to continue the suspension of water shut offs for reasons of non-payment until such time as the Ohio Environmental Protection Agency lifts this suspension.

Administrative Reports

Presentation by Chief Buchanan – Police Department Operations

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

Adjournment

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Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of June 9, 2020 and Finance Committee Minutes of June 16, 2020

Visitors

Committee Reports

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

Old Business

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

New Business

Emergency Resolution No. 41-2020. A Resolution accepting the lowest and/or best bid submitted for the Britton Lane Tank Rehabilitation Project, authorize the City Manager to enter into an agreement L & T Painting Company, Inc. for said project, and declaring an emergency.

Background. This is for approval to award a contract to L&T Painting Company Inc. for the rehabilitation of the Britton Lane Water Stand Pipe. Eight bids were received and read aloud on Tuesday June 9th at the Public Works administration building.

The City's engineering consultant on this project, Burgess & Niple has reviewed all bids and determined that everything is in order with the low bid and are making the recommendation that we accept the services of the low bidder.

The low bid with three alternates came in at \$339,150.00. We will be accepting two of the three alternates which will make the contract price \$329,250.00. Original budget for this project is \$500,00.00.

The project budget to date is as follows :

Original Budget-----	\$500,000.00
L&T Painting Company Inc.-----	\$329,250.00
Burgess and Niple Engineering-----	\$ 38,500.00
Lead Paint Testing-----	\$ 300.00
New Fire Hydrant for tank draining-----	\$ 2,820.00
New drainage structure for tank draining-----	\$ 367.00

Total budget remaining after contract-----\$129,063.00

This project should come in on budget as shown above. In the event of an unforeseen circumstance, there will be remaining funds available to cover these costs.

The tank is currently out of service (empty) and we cannot fill it and put in back in service until the inside has been sand blasted and painted. The contractor is looking at mid-July as a start date. With two readings and thirty days after that, we do not have time for the two readings. If we cannot be ready for the contractor when they are ready it could delay the project months and we need to have it done ASAP so it can be back in service.

Resolution No. 42-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and US Bank for banking services.

Background. Ohio Revised Code §135.12 requires that City Council meet every five years to designate the public depositories for the City. Council must award the public moneys of the City to and among the public depositories so designated for the period of five years, commencing on the expiration date of the current designation legislation.

In 2009, the City switched its banking services to U.S. Bank. We have been very happy with the level of service and options that they provide. Additionally, we believe that U.S. Bank is solvent and operating in a sound and safe manner as is required by this ORC section.

Resolution No. 43-2020. A Resolution accepting the recommendation of the Butler County Tax Incentive Review Council of May 21, 2020.

Background. Under Ohio Revised Code Section 5709.85, the Tax Incentive Review Council (TIRC) has the responsibility to review the compliance status of tax abatement agreements and recommend further actions to City Council.

The TIRC met on May 21, 2020 to review the tax agreement between the City of Monroe and Rivertown Brewery. This review was prompted by Rivertown's failure to pay first-half property taxes in February 2020.

At that meeting, the TIRC voted to make a recommendation that City Council modify the rate and/or terms of the tax abatement agreement in light of the ongoing non-payment of real property taxes.

City Council may choose to accept, modify, or reject the TIRC's recommendation. If City Council chooses to accept or modify the TIRC recommendation, then staff will ask for further direction on how the Agreement should be modified. In the event that Council wishes to remove the incentive entirely, the abatement may be rescinded or modified to a 0% abatement.

Resolution No. 44-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the Ohio Department of Transportation for the construction of a 2.3 mile long trail along the Great Miami River associated with the Federal grant funds awarded.

Background. The purpose of this Agreement is to set forth requirements associated with the \$650,000 in Federal funds grants available for the trail project and to establish the responsibilities of Ohio Department of Transportation (ODOT) and the Local Public Agency(LPA) for administration of the project. Essentially, the contract is formalizing that the City is responsible for all planning and design while bidding, awarding, and contract administration will occur by ODOT.

Resolution No. 45-2020. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the Ohio Department of Transportation agreeing to participate in the construction of a 2.3 mile long trail along the Great Miami River.

Background. The purpose of this Agreement is to acknowledge that the City as the Local Public Agency (LPA) is in agreement with participating in the costs associated with the trail project (previously estimated at approximately \$1.3 million) as a part of the the \$650,000 in federal funds grants received through the Ohio Kentucky Indiana Regional Council of Government's Transportation Alternatives Grant Program.

It should be also noted that future contract legislation regarding the additional secondary grant from the Ohio Department of Natural Resources (ODNR) Clean Ohio Trails Grant of \$500,000 will also be forthcoming when issued by ODNR.

Resolution No. 46-2020. A Resolution adopting the Tax Budget for the City of Monroe, Ohio, for the 2021 fiscal year.

Consideration of Motion authorizing the expenditure of \$50,321.62 for the purchase of a T66 T4 Bobcat Compact Track Loader for the Department of Public Works.

Background. We are requesting the purchase of a T66 T4 Bobcat Compact Track Loader. This machine is used on a wide variety of projects by Public Works crews. Our Street, Parks, Storm Water and Cemeteries divisions use this machine regularly to complete small to major projects.

The cost of this machine is \$50,321.62. It is part of the State Procurement Contract so it will not need to be advertised or require three quotes.

This money was approved in the capital equipment budget from the general fund. Public Works brought this purchase before the Public Works Committee on June 1, 2020 and the committee had positive feedback on the purchase of this piece of equipment.

Consideration of Motion accepting the January through April 2020 Finance Reports as submitted.

Consideration of Motion to continue the suspension of water shut offs for reasons of non-payment until such time as the Ohio Environmental Protection Agency lifts this suspension.

Administrative Reports

Presentation by Chief Buchanan – Police Department Operations

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

Adjournment

**Monroe Council Agenda
Regular Meeting of Council
June 9, 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 at 6:41 p.m. with the Pledge of Allegiance.

Roll Call

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

Mayor Frentzel noted that Mr. Routson was having difficulty logging into the meeting.

Mrs. McElfresh moved to excuse Mr. Hickman and Mr. Routson; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Approval of the Minutes

Mr. Funk moved to approve the Council Minutes of May 26, 2020, Public Works Committee Minutes of June 1, 2020, and Public Safety Committee Minutes of June 2, 2020; seconded by Mrs. Hale. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

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

Mr. Brock stated that this was the first of two resolutions to swap fiber with SWOCA.

Mr. Funk moved to consider this the second reading of Resolution No. 35-2020 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 35-2020 by title only.

Mr. Funk moved to adopt Resolution No. 35-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Resolution No. 36-2020. A Resolution authorizing the City Manager to enter into an Indefeasible Right-to-Use Agreement by and between the City of Monroe and the SouthWest Ohio Computer Association for the utilization of fiber systems specifically for traffic signals. (Tabled May 26, 2020)

Mr. Funk moved to remove Resolution No. 36-2020 from the table; seconded by Mrs. Hale. Voice vote. Motion carried.

Mr. Brock explained that this is additional fiber that we would purchase or lease specifically for our traffic signals. It would connect Salzman Road, Hollytree Drive, Roden Park Drive, and Yankee Road to the City's system. The cost is \$235.36 per month for the 10 year period of the agreement. It would cost 10 times that amount to run it ourselves. There is an additional cost for each individual connection to the traffic cabinets.

Mr. Funk moved to consider this the first reading of Resolution No. 36-2020 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 36-2020 by title only.

Mr. Funk moved to approve the first reading of Resolution No. 36-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

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

Mr. Funk moved to consider this the second reading of Ordinance No. 2020-19 and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-19 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-19; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

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

Mr. Funk moved to consider this the second reading of Ordinance No. 2020-20 and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2020-20 by title only.

Mr. Funk moved to adopt Ordinance No. 2020-20; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

New Business

Emergency Resolution No. 37-2020. A Resolution approving a Then-and-Now Certificate in the amount of \$5,415.93 to the Butler County Emergency Management Agency and declaring an emergency.

Mr. Brock noted this is for payment of the Butler County EMA and the invoice came in prior to the purchase order being opened.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 37-2020 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. 37-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 37-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Emergency Resolution No. 38-2020. A Resolution approving a Then-and-Now Certificate in the amount of \$5,000.00 to USI Insurance Services LLC and declaring an emergency.

Mr. Brock noted that this is related to the right-of-way permit of the sanitary sewer line near the railroad crossings. We did not know how much the insurance coverage would cost.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 38-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 38-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 38-2020; seconded by Mr. Callahan. Roll call vote: five ayes. Motion carried.

Emergency Resolution No. 39-2020. A Resolution approving a change order for the Garver Road Water Main Replacement Project and declaring an emergency.

Mr. Brock explained this change order received a positive recommendation from the Public Works Committee and it will allow for the installation of line stops. These line stops allow work to be performed and avoid shutting the water off to Deceuninck. We will still be able to remain within budget for this project. Mr. Morton is requesting an additional amount for the lines and future maintenance so we can easily maintain the east side of the City. The project was originally estimated at \$467,000.00. The bid came in at \$398,000. Even with these changes there is still \$22,000.00 left in the funding for this project.

Mayor Frentzel asked if the line stops are just temporary during construction or they would be permanently installed. Mr. Brock explained they are temporary as they just go in and stop the line.

Mr. Funk asked how long it would affect Deceuninck and Mr. Brock replied that it would depend on how long the construction would take; however, it is estimated they would be shut off approximately four different times.

Mayor Frentzel asked about the notification to Deceuninck for these shut downs and Mr. Brock explained that the City would work with them to see what their manufacturing schedule is and depending on what they can maintain during this project. Mr. Brock confirmed that everyone that would be effected have been notified. He noted that this only impacts the businesses and no residents.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 39-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 39-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 39-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Emergency Ordinance No. 2020-21. An Ordinance amending and supplementing the Traffic Code and General Offenses Code of the Codified Ordinances to bring City law into conformity with State law and declaring an emergency.

Mr. Brock advised that this is an update to the Traffic Code and General Offenses Code that generally mirrors the State and Federal laws. As they change we change so we can reference our own local code sections to receive the funding rather than another court jurisdiction.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Ordinance No. 2020-21 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 Ordinance No. 2020-21 by title only.

Mr. Funk moved to adopt Emergency Ordinance No. 2020-21; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Mr. Funk moved to amend the agenda to consider Emergency Resolution No. 40-2020; seconded by Mrs. Hale. Voice vote. Motion carried.

Emergency Resolution No. 40-2020. A Resolution affirming that all funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310 be expended only to cover costs consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C.

601(d), and any applicable regulations and guidance only to cover expenses as set forth herein, and declaring an emergency.

Mr. Brock explained that this legislation pertains to receiving Federal funding for the City. We were required to register, which we have done, and adopt a resolution to allow us to apply for funding.

Mr. Funk moved to suspend the rule requiring the reading of Emergency Resolution No. 40-2020 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. Hale. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 40-2020 by title only.

Mr. Funk moved to adopt Emergency Resolution No. 40-2020; seconded by Mrs. McElfresh. Roll call vote: five ayes. Motion carried.

Administrative Reports

- Soccer at Monroe Crossings Park

Mr. Brock introduced members of the Monroe Soccer Association, Jason Race and Jonathan Schriber, and would like to discuss the use of the Monroe Crossings Park.

Mr. Schriber advised that the Association would like to get the premier teams back out. We would be practicing social distancing and there would be no scrimmages and no games. Everyone has to bring their own gear such as, water bottles, soccer balls, and they are not permitted to touch the cones. It is strictly to get them moving, running, and skill sets. Eventually, as the guidance comes in from the state and local authorities, we would like to add more to this.

Mr. Race added that they have a three-phase approach. The first phase is just for the premier teams. We have all the parents and guardians sign the infectious disease waiver form for training. We are also not implementing mandatory training until July 1st. Anyone that wants to train prior to that date is optional. It is all conditioning. Every player is going to be 6 feet apart and they use their own equipment. We are also recommending that parents stay in their car. We are separating the teams in 30 minute increments so we do not have a large crowd. If any of the players have any symptoms we want them to stay home. Mr. Race pointed out that the players like to throw their water bottles in one key spot and they will be required to have them separate in bags.

Mr. Race stated that phase two would start closer to the end of July or the first part of August when we bring in the recreational players. All the precautions in phase one will also remain in effect.

Mr. Schriber advised that parents and guardians will have the list of guidelines.

Mr. Funk asked when competitions would begin. Mr. Schriber replied that the season typically starts around Labor Day weekend. It really depends on what guidelines the State implements.

Mr. Race noted that there will not be an opening day parade.

Mr. Funk informed Council that he has witnessed the Monroe Baseball Association and everything seems to be going well. People really seem to be spreading out and enjoying a sense of normalcy.

Mr. Funk moved to permit the Monroe Soccer Association to utilize the Monroe Crossings Park for the continuation of their programs; seconded by Mrs. Hale. Voice vote. Motion carried.

- Park Shelter Reservations

Mr. Brock stated that we restricted the reservation of park shelters and all but one picnic table was moved from the shelters to prohibit large gatherings. He sought Council's input on taking reservations for these shelters again.

Mayor Frentzel asked if we need to amend the language contained in the permit requiring people to sanitize the area after each use. Mr. Brock advised that he prepared a waiver and sent to the Law Director to be included in the reservation form. We would also put signage at the site to remind people of social distancing and wearing masks.

Mrs. McElfresh questioned how the City would know if those using the Monroe Community Room sanitized it after its use. Mr. Brock advised that is the challenge because you have back-to-back reservations over the weekend. We are not suggesting to open up the room at this time.

Mr. Funk did not want to discourage a large family from utilizing the shelters as they may already be exposed to each other anyway.

Mr. Funk moved to remove the restrictions on park shelter reservations; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Referencing the Lending Library's proposed plan to only allow volunteers inside and offer drive up service, Mr. Brock asked Council's opinion on permitting this.

Mrs. McElfresh asked when it was anticipated that the Monroe Community Room would re-open. Mr. Brock could not answer that due to the challenges and waiting to see if the guidelines are extended past July 1st. Assuming that does not get extended, Mrs. McElfresh felt that the room would be opened up on July 1st. Mr. Brock replied that if those guidelines are not extended he will bring this to Council at their first meeting in July.

Mr. Funk moved to allow the Lending Library to proceed with their proposed plan; seconded by Mrs. McElfresh. Voice vote. Motion carried.

- Solicitation Permits

Mr. Brock reported that the City is receiving requests from solicitors to be allowed to go door-to-door. He felt that it is something that they can do with safety guidelines in place.

Mr. Funk was of the opinion that Council could have started having meetings in the Council Chambers; however, some people still feel a remote meeting is necessary. He related this to having random people walking on his property, touching his car, walking by his kids, and touching the door and didn't feel Council should lift the restriction. Mayor Frentzel agreed as we should wait to see what, if any, additional restrictions may happen in July.

Law Director Callahan advised that he has been contacted by an attorney asking about this issue. If you add in that restriction to maintain the six foot distance and wear a mask he questioned what legal authority Council has to leave the restriction in place. Law Director Callahan pointed out that City Council has lifted a lot of restrictions and to keep this restriction in place could be problematic.

Law Director Callahan, in response to Mrs. Hale's question, advised that residents can put a no soliciting sign on their door. If a solicitor ignores those signs it puts their permit in jeopardy.

Law Director Callahan cautioned Council in leaving the restrictions in place since they have lifted others. He did believe it is reasonable for the City to strongly recommend that solicitors wear a mask.

Council requested that Mr. Brock research what other communities are doing regarding solicitation.

Mayor Frentzel brought up the Fourth of July parade as no decision has been made. He noted that it is a short amount of time to put anything together. Mrs. McElfresh suggested looking at later in the year for a parade.

Mayor Frentzel referenced the in-person Council committee meetings that have been held. He asked if Council should consider a motion to allow Council meetings to be in-person if they stay within the ten person limit. Law Director Callahan advised that it was not necessary. Mayor Frentzel recommended to hold the second Council meeting in June remotely.

Mrs. McElfresh recommended that when Council begins meeting in-person all other boards and commissions could begin to meet in-person.

Mayor Frentzel acknowledged that there has been a lot of rain the past few weeks and referenced concerns residents have brought up about flooding issues.

Mr. Brock stated a portion of the City received over five inches more than normal. With the ground water tables up and additional rainfall, it will cause issues. When we receive these calls we go out and check the catch basins and culverts to see if they are backed up. We do not always have control over places such as, where we do not have any easements. In some of the older parts of town the storm water system is built to what is called a 10 year storm. That is normal. The newer subdivisions have detention ponds and a 25 year storm system. We inspect the detention ponds to make sure they are functioning correctly. There is very little we can do with the types of rainfalls we have had.

Mayor Frentzel asked who is responsible for the culverts throughout the City. He looked at one off of Carol Ann and the resident there keeps it cleaned out, but across the street or further up the street, people do not keep those cleared. Mr. Brock replied that if it is an open ditch across someone's property it is generally the property owner's responsibility. Mr. Brock explained there are culverts in enclosed boxes and then you have an open ditch that drains the subdivision. The open ditches are the responsibility of the property owner. The large metal tubes are typically the City's to maintain not ditch lines or pipes under driveways.

Mrs. McElfresh noted that she has heard from residents that have had their basements flood and that has not happened during other record rainfalls. She added that the only changes are the addition of warehouses and the clearing of parks. She asked if this is something the City has done that caused this or is it just nature. She confirmed that the park she referred to is Rosemont Park.

Mr. Brock acknowledged that trails have been cleared in that park and he is analyzing that to see if adjustments can be made to make sure that water goes back to where it was before.

Mayor Frentzel stated that he walked that park and the pond on the property is very high. You could see where the ground was still wet behind that pond.

Mr. Brock noted that there were three ponds that were put in for the new Kroger site and Bed, Bath, and Beyond and is currently reviewing those drainage calculations.

Mr. Brock advised that the problems in Monroe Meadows have been there for a very long time. All of these items are looked at as it relates to the City's storm water permit.

Adjournment

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

The regular meeting of Council adjourned at 8:20 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

City of Monroe
Finance Committee of Council
June 16, 2020

The Finance Committee of Council met at 5:45 p.m. on June 16, 2020, in the Council Chambers located at 233 South Main Street, Monroe, Ohio.

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

Mrs. Ervin informed the Committee that the March and April reports were up-to-date and there is still the four month carry over in the General Fund. The target percentage changes every month. In March the target percentage was 25% and only collected 14% of the revenue. Because of that, we adjusted the budget and we knew that COVID-19 was going to have an impact. She noted the numbers are looking much better.

Mayor Frentzel mentioned that the two fire funds are still separate; however, Council did not adopt that as an emergency.

Mrs. Ervin reported that we are still not doing shut offs and there has been an increase in non-payments, but she could not say that it was directly related to COVID-19.

Mayor Frentzel noted that there is a noticeable difference in bankruptcies and Mrs. Ervin stated that they have been settled out. Mr. Funk pointed out that the Swim Club was previously included in that report.

Mrs. Ervin submitted a five-year forecast report to the Committee reflecting the 5% reduction in the budget and the combination of the fire funds. She noted that only in the fifth year it reflected a deficit, so that was a big shift from the third year. Mr. Brock noted the target number would be included in a policy, but right now we are trying to stay with the target number of \$4 million.

Mayor Frentzel asked when we will have a better idea of what 2020 will look like and Mrs. Ervin replied that we will know a lot more in June. Mr. Brock confirmed that departments are closely looking at their expenditures and the impact it could have in the future.

Mr. Funk did not want to pare back services just because it will put us in the 2024 shape in 2023 as it gives the City time to recover. Mr. Brock agreed and advised that they are not being over reactive. The bigger impact is going to be next year when taxes are due and the net earnings come in. Now that we are seeing the second quarter in the books it is looking better now.

Mrs. Ervin stated that the State does not collect for every business they only collect for businesses that opt in and they pay the City every month.

Mrs. Ervin reported that she can look at the trends, but what it sounds as if the Committee is looking for is what U C Economics would have been able to provide if Council had approved that.

Mrs. Ervin sought the Committee's opinion on the proposed Fund Balance Policy. Specifically, the draft reserves on the different funds that she included. She did not use dollar amounts as much as she used percentages. She suggested just pulling the enterprise funds out for now and those funds could be looked at in the future.

Mayor Frentzel and Mr. Funk had no objection to what was in the draft policy with the elimination of the enterprise funds at this time.

Mrs. Ervin highlighted the section in the draft policy that refers to a pandemic and going below that target balance temporarily. There were no objections from the Committee.

Mayor Frentzel was pleased with having a policy in place.

Mr. Funk asked if it would be possible to have a color-coded fund report. He would like to see what funds we are really hurting in. It is not his intent to dig into the daily operations, but it would be a good visual to see where we are.

Mrs. Ervin advised that the first reading of the tax budget will be at the next Council meeting. We will focus mostly on the revenue side and then Mr. Brock will use his monthly meetings as Council determines the allocation of the revenue.

Mrs. Ervin noted that the audit will be completed on time in June.

The Finance Committee meeting adjourned at 6:35 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

SOUTHWEST OHIO COMPUTER ASSOCIATION
INDEFEASIBLE RIGHT-TO-USE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

NOW, THEREFORE, pursuant to the terms of any Right of Way occupancy requirement and/or Construction Permit required by Chapter 1020 of the Codified Ordinances of the City of Monroe, Ohio or any similar requirements promulgated by jurisdictions in the SWOCA regional footprint where User might be granted access to and

use of the Fiber System, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereto do hereby agree as follows:

1. DEFINITIONS.

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

- a. Agreement: This Indefeasible Right to Use Agreement between Owner and User which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.
- b. Fiber System: The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the SWOCA regional footprint and Rights of Way of the City of Monroe, Ohio (a general depiction of which is attached hereto as Exhibit "A")

2. GRANT.

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

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

3. TERM.

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

4. CONSIDERATION.

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

- a. To compensate Owner in the annual recurring amounts as provided for in Exhibit A attached hereto, which shall also include all non-recurring costs as listed or otherwise negotiated by the Parties.
- b. To perform all User obligations and pay any reasonable additional fees or costs to Owner as may be defined herein.
- c. That any failure of User to satisfy the terms and conditions of this Agreement shall be considered a material breach of this Agreement and Owner may then terminate this Agreement upon giving sixty (60) days written notice to User.

5. OWNER'S OBLIGATIONS.

5.1 Owner shall:

- a. Provide the User System for User's use in accordance with the terms of this Agreement.
- b. Provide and/or control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles and equipment, shall be performed under the direction of Owner.
- c. Maintain the User System to User's reasonable specifications.

6. USER OBLIGATIONS.

6.1 User shall:

- a. When lateral connectivity is not provided by Owner, provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of Owner's Fiber System. In this event User shall own the lateral.
- b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.
- c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System

distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation.

- d. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to in writing by Owner. Reasonable Use of the User System by User and User's elected officials, officers, employees, agents, or volunteers shall be allowed and not be considered an improper sublease or subdivision of the User System. "Reasonable Use" shall be defined as the lawful and responsible use of the User System by User and User's elected officials, officers, employees, agents, or volunteers in furtherance of and in accordance with User's non-profit business operations and purposes. User further agrees that any use of the User System, either by User, its elected officials, officers, employees, agents, or volunteers, shall continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.
- e. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 8.1(a-c) below.

7. JOINT OBLIGATIONS.

7.1 Owner and User jointly:

- a. Agree that within thirty (30) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.
- b. Shall provide each other a twenty-four (24) hour a day, three hundred sixty-five (365) days per year, coordination telephone number.

8. MAINTENANCE.

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

- a. Regular Maintenance: Owner may from time to time undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System

and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type. Such Regular Maintenance shall be performed at Owner's sole cost, and expense.

- b. **Scheduled Maintenance:** Owner from time to time may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including but not limited to fiber slicing, etc.) at User's request. Such User requested Scheduled Maintenance shall be performed at User's sole cost and expense. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates then in effect at the time services are performed.
- c. **Emergency Maintenance:** Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within Twenty-Four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. User shall be responsible for the costs and expenses associated with such Emergency Maintenance as it relates to User's actual use of the User System and/or Fiber System requiring such Emergency Maintenance. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates then in effect at the time services are performed

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

terminate this Agreement should Owner discontinue maintenance and/or repair of the User System.

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

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

9. USE OF USER SYSTEM.

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

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

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

10. INDEMNIFICATION.

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

- a. User or its elected officials, officers and employees, agents, or volunteers use of the Fiber System or User System, except to the extent such Damages are caused by Owner or its affiliates, officers, directors, employees, partners, clients, customers, or agents;
- b. Any breach by User or its elected officials, officers and employees, agents, or volunteers of any material obligation or covenant under this Agreement;
- c. Any claim of any third party resulting from the negligence or willful misconduct of User or its elected officials, officers, employees, agents, or volunteers.

11. INSURANCE.

11.1 INTENTIONALLY RESERVED/DELETED.

12. DEFAULT.

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

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

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

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

13. FORCE MAJEURE.

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

14. ASSIGNMENT.

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

15. WAIVER OF TERMS OR CONSENT TO BREACH.

15.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly

authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

16. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

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

17. NO THIRD-PARTY BENEFICIARIES.

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

18. EFFECT OF SECTION HEADINGS.

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

19. NOTICES.

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

If to Owner:

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

If to User:

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

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

233 South Main Street
Monroe, OH 45050

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

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

20. SEVERABILITY.

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

21. COMPLIANCE WITH LAW.

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

22. GOVERNING LAW AND VENUE.

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

23. ENTIRE AGREEMENT.

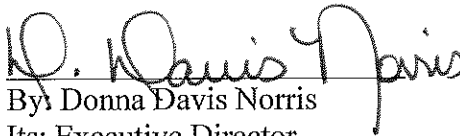
23.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

OWNER:



By: Donna Davis Norris

Its: Executive Director

Date: 6-09-20

USER:

City of Monroe, Ohio

an Ohio municipal corporation.

By: William J. Brock

Its: City Manager

Date: _____

Approved As To Form:

Law Director

City of Monroe, Ohio.

Exhibit A

OWNER FIBER SYSTEM AND COSTS

User System Fiber Route and Path

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

Route Map:



Annual Consideration for Owner Provision of User System

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

Additional Installation Work by Owner and Construction Costs

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

Roden Park & Canal

Handhole By Traffic Cabinet	\$600.00
Splice Capsule	\$250.00
100 FG 48 Count Fiber	\$50.00
Splicing	<u>\$1,500.00</u>
	\$2,400.00

Holly Tree / Clark

Trenching - Cabinet to Pole (165 Ft)	\$600.00
200 Ft 48 Count Fiber	\$100.00
Splicing	<u>\$1,500.00</u>
	\$2,200.00

Salzman Rd

100' Fiber on Traffic Pole	\$50.00
Splicing	<u>\$1,500.00</u>
	\$1,550.00

Yankee Rd MSMP

100' of Fiber on Traffic Pole	\$50.00
Splicing	<u>\$1,500.00</u>
	\$1,550.00

<u>Total</u>	<u>\$7,700.00</u>
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Exhibit B

FIBER SYSTEM SPECIFICATIONS

I. **General**

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

II. **Design Criteria**

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

III. **Optical Fiber Specifications**

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

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EMERGENCY RESOLUTION NO. 41-2020

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE BRITTON LANE TANK REHABILITATION PROJECT, AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH L & T PAINTING COMPANY, INC. FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the Britton Lane Tank Rehabilitation Project.

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

SECTION 1: Council hereby accepts the bid submitted by L & T Painting Company, Inc. for the Britton Lane Tank Rehabilitation Project as the lowest and/or best bid for said project.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and L & T Painting Company, Inc. for the Britton Lane Tank Rehabilitation Project pursuant to the terms and conditions set forth on the bidding documents submitted on June 9, 2020.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

City of Monroe, Ohio
Britton Lane Tank Rehabilitation - 400,000 Gallon Standpipe

Burgess & Niple, Inc
Job No. 58726

TABULATION OF BIDS RECEIVED
2:00 O'CLOCK P.M.
June 9, 2020

BIDDER 1 L & T Painting Inc 50502 Hunters Creek Trail Shelby Township, MI 48317	AMOUNT OF 10% AMT BID SURETY: RLI Insurance Company
BIDDER 2 Clearcreek Coatings Ltd. 1900 N. Business Way New Carlisle, OH 45344	AMOUNT OF 10% AMT BID SURETY: Ohio Farmers Insurance Company
BIDDER 3 Seven Brothers Painting Inc 50805 Rizzo Drive Shelby Township, MI 48315	AMOUNT OF 10% AMT BID SURETY: Western Surety Company
BIDDER 4 M. K. Painting, Inc 4157 Seventh Street Wyandotte, MI 48192	AMOUNT OF 10% AMT BID SURETY: North American Specialty Insurance Company
BIDDER 5 D & M Painting Corporation 1500 Amity Ridge Road Washington, PA 15301	AMOUNT OF 10% AMT BID SURETY: The Ohio Casualty Insurance Company
BIDDER 6 LC United Painting Company, Inc. 3525 Barbara Drive Sterling Heights, MI 48310	AMOUNT OF 10% AMT BID SURETY: Westfield Insurance Company
BIDDER 7 Champion Painting Specialty Services Corporation 130 SW 22nd Street Fort Lauderdale, FL 33315	AMOUNT OF 10% AMT BID SURETY: United States Fire Insurance Company
BIDDER 8 Utility Service Co. Inc. 535 Courtney Hodges Blvd. Perry, GA 31069	AMOUNT OF 10% AMT BID SURETY: Travelers Casualty and Surety Company of America

City of Monroe, Ohio
Britton Lane Tank Rehabilitation - 400,000 Gallon Standpipe

ITEM	DESCRIPTION	Quantity	Unit	Labor	Material	Total Labor & Material	Extended Total	Written Total
Britton Lne Tank Rehabilitation - 400,000 Gallon Standpipe								
1	Cleaning and Painting of Tank Interior							
	L & T Painting Inc	1	ls	\$30,000.00	\$64,000.00	\$94,000.00	\$94,000.00	\$94,000.00
	Clearcreek Coatings Ltd.	1	ls	\$60,350.40	\$73,761.60	\$134,112.00	\$134,112.00	\$134,112.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$156,400.00
	M. K. Painting, Inc	1	ls	\$145,000.00	\$75,000.00	\$220,000.00	\$220,000.00	\$220,000.00
	D & M Painting Corporatio	1	ls	\$107,950.00	\$107,950.00	\$215,900.00	\$215,900.00	\$215,900.00
	LC United Painting Compai	1	ls	\$154,000.00	\$100,000.00	\$254,000.00	\$254,000.00	\$254,000.00
	Champion Painting Specialt	1	ls	\$142,071.54	\$60,887.80	\$202,959.34	\$202,959.34	\$202,959.34
	Utility Service Co. Inc.	1	ls	\$180,000.00	\$120,000.00	\$300,000.00	\$300,000.00	\$300,000.00
2	Exterior Containment							
	L & T Painting Inc	1	ls	\$20,000.00	\$19,100.00	\$39,100.00	\$39,100.00	\$39,100.00
	Clearcreek Coatings Ltd.	1	ls	\$12,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$33,200.00
	M. K. Painting, Inc	1	ls	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$40,000.00
	D & M Painting Corporatio	1	ls	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	LC United Painting Compai	1	ls	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	Champion Painting Specialt	1	ls	\$47,262.60	\$20,255.40	\$67,518.00	\$67,518.00	\$67,518.00
	Utility Service Co. Inc.	1	ls	\$39,900.00	\$17,100.00	\$57,000.00	\$57,000.00	\$57,000.00
3	Cleaning and Painting of Tank Exterior							
	L & T Painting Inc	1	ls	\$44,000.00	\$90,350.00	\$134,350.00	\$134,350.00	\$134,350.00
	Clearcreek Coatings Ltd.	1	ls	\$66,447.90	\$81,214.10	\$147,662.00	\$147,662.00	\$147,662.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$161,700.00
	M. K. Painting, Inc	1	ls	\$90,000.00	\$40,000.00	\$130,000.00	\$130,000.00	\$130,000.00
	D & M Painting Corporatio	1	ls	\$101,860.00	\$101,860.00	\$203,720.00	\$203,720.00	\$203,720.00
	LC United Painting Compai	1	ls	\$90,000.00	\$59,000.00	\$149,000.00	\$149,000.00	\$149,000.00
	Champion Painting Specialt	1	ls	\$181,690.92	\$77,867.54	\$259,558.46	\$259,558.46	\$259,558.46
	Utility Service Co. Inc.	1	ls	\$121,680.00	\$81,120.00	\$202,800.00	\$202,800.00	\$202,800.00
4	Tank Sign							
	L & T Painting Inc	1	ls	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	Clearcreek Coatings Ltd.	1	ls	\$3,600.00	\$4,400.00	\$8,000.00	\$8,000.00	\$8,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$9,900.00
	M. K. Painting, Inc	1	ls	\$7,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$8,000.00
	D & M Painting Corporatio	1	ls	\$5,200.00	\$5,200.00	\$10,400.00	\$10,400.00	\$10,400.00
	LC United Painting Compai	1	ls	\$4,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	Champion Painting Specialt	1	ls	\$2,100.00	\$900.00	\$3,000.00	\$3,000.00	\$3,000.00
	Utility Service Co. Inc.	1	ls	\$3,300.00	\$2,200.00	\$5,500.00	\$5,500.00	\$5,500.00
5	New Pressure/Vacuum Vent							
	L & T Painting Inc	1	ls	\$2,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$6,000.00
	Clearcreek Coatings Ltd.	1	ls	\$2,475.00	\$3,025.00	\$5,500.00	\$5,500.00	\$5,500.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$6,300.00
	M. K. Painting, Inc	1	ls	\$3,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	D & M Painting Corporatio	1	ls	\$3,400.00	\$3,400.00	\$6,800.00	\$6,800.00	\$6,800.00
	LC United Painting Compai	1	ls	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$8,000.00
	Champion Painting Specialt	1	ls	\$3,080.00	\$1,320.00	\$4,400.00	\$4,400.00	\$4,400.00
	Utility Service Co. Inc.	1	ls	\$3,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00
6	Exterior Ladder Fall Protection System							
	L & T Painting Inc	1	ls	\$1,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	Clearcreek Coatings Ltd.	1	ls	\$900.00	\$1,100.00	\$2,000.00	\$2,000.00	\$2,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400.00
	M. K. Painting, Inc	1	ls	\$1,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00
	D & M Painting Corporatio	1	ls	\$1,200.00	\$400.00	\$1,600.00	\$1,600.00	\$1,600.00
	LC United Painting Compai	1	ls	\$2,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$9,000.00
	Champion Painting Specialt	1	ls	\$2,800.00	\$1,200.00	\$4,000.00	\$4,000.00	\$4,000.00
	Utility Service Co. Inc.	1	ls	\$4,620.00	\$3,080.00	\$7,700.00	\$7,700.00	\$7,700.00

City of Monroe, Ohio
Britton Lane Tank Rehabilitation - 400,000 Gallon Standpipe

7	Miscellaneous Tank Repairs & Improvements:							
	L & T Painting Inc	1	ls	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	Clearcreek Coatings Ltd.	1	ls	\$5,850.00	\$7,150.00	\$13,000.00	\$13,000.00	\$13,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00
	M. K. Painting, Inc	1	ls	\$18,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	D & M Painting Corporatio	1	ls	\$12,850.00	\$12,850.00	\$25,700.00	\$25,700.00	\$25,700.00
	LC United Painting Compai	1	ls	\$30,000.00	\$26,000.00	\$56,000.00	\$56,000.00	\$56,000.00
	Champion Painting Specialt	1	ls	\$7,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Utility Service Co. Inc.	1	ls	\$27,000.00	\$18,000.00	\$45,000.00	\$45,000.00	\$45,000.00
7a	Bottom Plate Repair - Detail A							
	L & T Painting Inc	15	sf	\$300.00	\$150.00	\$450.00	\$6,750.00	\$6,750.00
	Clearcreek Coatings Ltd.	15	sf	\$67.50	\$87.50	\$155.00	\$2,325.00	\$2,250.00 *
	Seven Brothers Painting Inc	15	sf	\$0.00	\$0.00	\$0.00	\$0.00	\$6,600.00
	M. K. Painting, Inc	15	sf	\$0.00	\$0.00	\$1,000.00	\$15,000.00	\$15,000.00
	D & M Painting Corporatio	15	sf	\$170.00	\$170.00	\$340.00	\$5,100.00	\$5,100.00
	LC United Painting Compai	15	sf	\$500.00	\$300.00	\$800.00	\$12,000.00	\$12,000.00
	Champion Painting Specialt	15	sf	\$300.00	\$50.00	\$350.00	\$5,250.00	\$5,250.00
	Utility Service Co. Inc.	15	sf	\$420.00	\$180.00	\$600.00	\$9,000.00	\$9,000.00
7b	Bottom Plate Repair - Detail B							
	L & T Painting Inc	5	sf	\$300.00	\$150.00	\$450.00	\$2,250.00	\$2,250.00
	Clearcreek Coatings Ltd.	5	sf	\$225.00	\$275.00	\$500.00	\$2,500.00	\$2,500.00
	Seven Brothers Painting Inc	5	sf	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00
	M. K. Painting, Inc	5	sf	\$0.00	\$0.00	\$1,000.00	\$5,000.00	\$5,000.00
	D & M Painting Corporatio	5	sf	\$170.00	\$170.00	\$340.00	\$1,700.00	\$1,700.00
	LC United Painting Compai	5	sf	\$600.00	\$400.00	\$1,000.00	\$5,000.00	\$5,000.00
	Champion Painting Specialt	5	sf	\$300.00	\$50.00	\$350.00	\$1,750.00	\$1,750.00
	Utility Service Co. Inc.	5	sf	\$560.00	\$240.00	\$800.00	\$4,000.00	\$4,000.00
Total Bid Items I through 7b								Rank
L & T Painting Inc							\$294,450.00	1
Clearcreek Coatings Ltd.							\$330,099.00	2 *
Seven Brothers Painting Inc							\$399,800.00	3
M. K. Painting, Inc							\$456,000.00	4
D & M Painting Corporation							\$490,920.00	5
LC United Painting Company, Inc.							\$530,000.00	6
Champion Painting Specialty Services Corporation							\$558,435.80	7
Utility Service Co. Inc.							\$636,000.00	8
A8	Bid Alternate - New30" Sidewall Manway							
	L & T Painting Inc	1	ls	\$3,900.00	\$6,000.00	\$9,900.00	\$9,900.00	\$9,900.00
	Clearcreek Coatings Ltd.	1	ls	\$2,700.00	\$3,300.00	\$6,000.00	\$6,000.00	\$6,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$9,800.00
	M. K. Painting, Inc	1	ls	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
	D & M Painting Corporatio	1	ls	\$3,900.00	\$3,900.00	\$7,800.00	\$7,800.00	\$7,800.00
	LC United Painting Compai	1	ls	\$3,500.00	\$6,000.00	\$9,500.00	\$9,500.00	\$9,500.00
	Champion Painting Specialt	1	ls	\$6,720.00	\$2,880.00	\$9,600.00	\$9,600.00	\$9,600.00
	Utility Service Co. Inc.	1	ls	\$6,600.00	\$4,400.00	\$11,000.00	\$11,000.00	\$11,000.00

City of Monroe, Ohio
Britton Lane Tank Rehabilitation - 400,000 Gallon Standpipe

A9	Bid Alternate - New Roof Guardrail							
	L & T Painting Inc	1	ls	\$3,900.00	\$6,000.00	\$9,900.00	\$9,900.00	\$9,900.00
	Clearcreek Coatings Ltd.	1	ls	\$5,850.00	\$7,150.00	\$13,000.00	\$13,000.00	\$13,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$8,100.00
	M. K. Painting, Inc	1	ls	\$0.00	\$0.00	\$28,000.00	\$28,000.00	\$28,000.00
	D & M Painting Corporation	1	ls	\$3,600.00	\$3,600.00	\$7,200.00	\$7,200.00	\$7,200.00
	LC United Painting Company	1	ls	\$6,000.00	\$9,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	Champion Painting Specialty Services Corporation	1	ls	\$3,150.00	\$1,350.00	\$4,500.00	\$4,500.00	\$4,500.00
	Utility Service Co. Inc.	1	ls	\$11,580.00	\$7,720.00	\$19,300.00	\$19,300.00	\$19,300.00
A10	Bid Alternate - New Tank Mixing System							
	L & T Painting Inc	1	ls	\$4,500.00	\$15,300.00	\$19,800.00	\$19,800.00	\$19,800.00
	Clearcreek Coatings Ltd.	1	ls	\$5,400.00	\$6,600.00	\$12,000.00	\$12,000.00	\$12,000.00
	Seven Brothers Painting Inc	1	ls	\$0.00	\$0.00	\$0.00	\$0.00	\$16,500.00
	M. K. Painting, Inc	1	ls	\$0.00	\$0.00	\$32,000.00	\$32,000.00	\$32,000.00
	D & M Painting Corporation	1	ls	\$11,890.00	\$11,890.00	\$23,780.00	\$23,780.00	\$23,780.00
	LC United Painting Company	1	ls	\$8,000.00	\$13,000.00	\$21,000.00	\$21,000.00	\$21,000.00
	Champion Painting Specialty Services Corporation	1	ls	\$1,350.00	\$12,150.00	\$13,500.00	\$13,500.00	\$13,500.00
	Utility Service Co. Inc.	1	ls	\$25,620.00	\$17,080.00	\$42,700.00	\$42,700.00	\$42,700.00

Total bid Items A8 Through A10

L & T Painting Inc	\$39,600.00
Clearcreek Coatings Ltd.	\$31,000.00
Seven Brothers Painting Inc	\$34,400.00
M. K. Painting, Inc	\$70,000.00
D & M Painting Corporation	\$38,780.00
LC United Painting Company, Inc.	\$45,500.00
Champion Painting Specialty Services Corporation	\$27,600.00
Utility Service Co. Inc.	\$73,000.00

Total of Bid Items 1 Through A10

L & T Painting Inc	\$334,050.00	Rank	1
Clearcreek Coatings Ltd.	\$361,099.00		2
Seven Brothers Painting Inc	\$434,200.00		3
M. K. Painting, Inc	\$526,000.00		4
D & M Painting Corporation	\$529,700.00		5
LC United Painting Company, Inc.	\$575,500.00		6
Champion Painting Specialty Services Corporation	\$586,035.80		7
Utility Service Co. Inc.	\$709,000.00		8

* Incorrect computed total

BURGESS & NIPLE

312 Plum Street | 12th Floor | Cincinnati, OH 45202 | 513.579.0042

Mr. Gary Morton
Director of Public Works
City of Monroe
1000 Holman Street
Monroe, OH 45050

Re: City of Monroe
Britton Lane Tank Rehabilitation
400,000 Gallon Standpipe

June 11, 2020

Dear Mr. Morton:

Bid opening on the above project took place on June 9, 2020 at 2:00 pm. Eight bids were received and opened. All bidders completed the bid forms and submitted the required documents. Bid totals were as follows:

	<u>w/o Alternate</u>	<u>w/ Alternates</u>
L & T Painting Company Inc	\$294,450.00	\$339,150.00
Clearcreek Coatings Ltd.	\$330,099.00	\$361,099.00
Seven Brothers Painting Inc.	\$339,800.00	\$434,200.00
M. K. Painting Inc.	\$456,000.00	\$526,000.00
D & M Painting Corporation	\$490,920.00	\$529,700.00
LC United Painting Company, Inc.	\$530,000.00	\$575,500.00
Champion Painting Specialty Services Corporation	\$558,435.80	\$586,035.80
Utility Service Co. Inc.	\$636,000.00	\$709,000.00

A tabulation of the bids per bid item is attached for your reference.

We have reviewed the information provided by the bidders and found only one error in the computation of Clearcreek Coatings Ltd. extension for bid item 7a which was corrected on the bid tabulation. Correction of this item increased their bid by \$75 but did not affect bid ranking. In addition, Seven Brothers Painting, Inc. did not individually list labor and material cost on the bid sheet and M. K. Painting, Inc did not list labor and material cost for bid items 7a, 7b, A8, A9, & A10. Providing individual labor and material cost is a bid requirement but since they were not the low bidder it is inconsequential. All bidders had bid bonds included for 10% of the bid amount as well as all other required bidding documents properly filled out.

The low bidder, L & T Painting Company Inc. (L&T) is headquartered in Shelby Township, MI. They provided a list of projects they completed over the last three years. B&N has not had previous experience with L&T, but they have just started on a tank painting project in Delaware, OH which B&N is involved with. So far, all is going well and there have not been any issues.

June 12, 2020

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We have contacted several references submitted with the Bid. Questions included type of project, workmanship, staffing, site housekeeping, maintaining schedule, record keeping, unpaid bills and fairness of change orders. All reference responses were positive. All commented that they would definitely use L&T on future projects. A couple of references commented that they have used L&T on several projects in the past and are always relieved when they are the low bidder.

We talked with L&T following the bid opening. They have reviewed their bid and are satisfied with their bid price. They are anxious to work on the project. Presently, they think if they are awarded the project relatively soon, they would be starting the tank toward the end of July. They do have the experience required using the plural component equipment for applying the solid polyurethane interior coating (3 projects in the last five years). They had 3 last year, 1 in 2018 and 5 in 2017. All these projects were utilizing 100% epoxy (Tnemec Series FC22). Due to the pitting in the tank, we are using 100% polyurethane (Tnemec Series 406) which L&T have not applied in the past. I talked with the Tnemec representatives, both systems use the plural component equipment and are similar in application procedures with some minor differences which are not difficult to overcome as long as the painter use the correct procedures.

We talked with L&T again on 6/1/2020 and they do understand the specification requirements of using dehumidification for the tank interior. They do not have their own plural component pump equipment so they will rent it and an operator from Tnemec for the interior coating. Since the Tnemec technician will be on site while coating the interior he will be able to advise them on proper spray application procedures for the Series 406.

As far as the recommendation on the Alternatives, all would be beneficial to have at the tank. We would rank the importance on completing the alternatives as listed below:

1. The tank mixing is probably the most crucial since it is important to have a well mixed tank. Based on the SCADA information we received from Butler County, it looks like the tanks only fluctuate about 4' per day before the PRV station opens and the tanks begin filling again. This gives the tank a 32-34 day age for total changed out. This is extremely long. We would suggest you review the system pressure around the City in the high elevation areas to see if the tanks could be dropped more than 4 feet daily so that the tanks are changing over more often. At a minimum, a daily 20% drop in tank water level (8' for 40' head range) provides a tank turnover cycling of 5 day for the elevated tanks 15 days for the standpipe.
2. New roof Guardrail – for the safety of working on top of the tank during the checking of aviation lights, antennas and tank vent the guardrail system would be a great improvement.
3. Installation of the 30" manway would give a secondary means of egress to the interior but since it is only 22.4' diameter it would not be as essential because of the short distance.

Based on the above information, we recommend that City of Monroe accept the bid of L & T Painting Company Inc. for \$294,450.00 without the bid alternate and \$339,150.00 with the bid alternate. If the City is in agreement, we can begin completing the contract forms for contract execution. If there are any questions do not hesitate to call.

Sincerely,



Donald W. Bezold, P.E.

RESOLUTION NO. 42-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND US BANK FOR BANKING SERVICES.

WHEREAS, the Director of Finance recommends that the City continue with U S Bank as the City's public depository.

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

SECTION 1: The City Manager is authorized to enter into an agreement by and between the City of Monroe and US Bank for banking services for the City of Monroe. The terms and conditions of said agreement shall include, but not be limited to, guaranteeing rates for five years.

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:_____

APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

TO: CITY OF MONROE

BUTLER COUNTY, OHIO

U. S. Bank, N.A. which is located and doing business in **Butler County, Ohio** through an office in the **City of Monroe** hereby applies to be designated as a depository for Active and Interim/Inactive Funds belonging to **City of Monroe** from **February 1, 2020** through **January 31, 2025** inclusive.

The total amount applied for as specified below will be **All Eligible Deposits** which amount, in addition to those public funds held under Sections 135.01 through 135.33 of the Ohio Revised Code, is not in excess of thirty percent (30%) of its total assets of \$163,000,000,000.00 as revealed by the financial statements attached hereto.

The maximum amount of public moneys which the applicant desires to receive and have on deposit as active funds at any one time during the period covered by this offer is **All Eligible Deposits**.

The maximum amount of such public moneys which the applicant desires to receive and have on hand as interim/inactive deposits at any one time during the period is a total of **All Eligible Deposits**.

For interim deposits the bank will issue Certificates of Deposit during the period of designation in the amount desired. Interest will be payable at the maturity thereof, or at the time of withdrawal prior thereto. Interest rates are subject to change from time to time. Current interest rate quotations are available from the bank during normal business hours.

This application is accompanied by the required financial statement of the applicant under the oath of Joseph V. Murphy-V.P. and Assistant Controller and in such detail to show the assets and the capital funds of the applicant as of the date of its latest report to the Office of the Comptroller of the Currency adjusted to show any changes therein made after the report, but prior to the date of this application.

U S Bank, N.A., if subsequently designated as a depository, will comply in all respects with the laws, regulations and rules of Ohio and the United States relative to the deposit of such funds and will furnish, at the bank's option, security for funds as provided under either Section 135.18 or 135.181.

U. S. Bank, N.A.

By: Kim J. Mays
Kim J. Mays, Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between **U. S. Bank, N.A.**, a National bank located and doing business in **Butler County** through an office located in the **City of Monroe** and whereby the **City of Monroe** accepts the bank's offer to serve as public depository during the period from **February 1, 2020** through **January 31, 2025** inclusive. Therefore, under this agreement the sub-division will appoint U S Bank, N.A. as its depositories and will deposit funds as enumerated below:

- A) **The City of Monroe** will deposit active funds and the bank will accept a maximum of **All Eligible Deposits** or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee as enumerated under Section 135.16 of the Ohio Revised Code.
- b) **The City of Monroe** will deposit and the bank will accept as interim/inactive deposits a maximum **All Eligible Deposits** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired. U S Bank, N.A., will bid competitive rates of the customer's interim deposits.

For interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for interim deposits, the interest rates are subject to change from time to time. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals **All Eligible Deposits** which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active moneys in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the account in which the depositor's funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

City of Monroe

By: _____

By: _____

By: _____

U. S. Bank, N.A.



Kim J. Mays, CFP
Vice President



FINANCE DEPARTMENT

To: CMO

From: Director of Finance

Date: May 18, 2020

Subject: ORC §135.12 Designating Depositories

Detail:

Ohio Revised Code §135.12 requires that City Council meet every five years to designate the public depositories for the City. Council must award the public moneys of the City to and among the public depositories so designated for the period of five years, commencing on the expiration date of the current designation legislation.

In 2009, the City switched its banking services to U.S. Bank. We have been very happy with the level of service and options that they provide. Additionally, we believe that U.S. Bank is solvent and operating in a sound and safe manner as is required by this ORC section.

Recommendation:

Approve U.S. Bank as the designated depository for the next five years for the active and/or interim deposits of the City of Monroe in amounts not to exceed 30% of the institutions' total assets as shown on their financial statements.

Attachment:

Ohio Revised Code §135.12

135.12 Designating depositories biennially.

(A) Beginning in 2004, the state board of deposit shall meet on the third Monday of March in the even-numbered years for the purpose of designating the public depositories of the public moneys of the state, and at such meeting or any adjourned session thereof shall designate such public depositories and award the public moneys of the state to and among the public depositories so designated for the period of two years commencing on the first Monday of July next following.

(B) Each governing board other than the state board of deposit shall meet every five years on the third Monday or such regularly scheduled meeting date of the month next preceding the date of the expiration of its designation of depositories for the purpose of designating the public depositories of the public moneys of the subdivision, and at such meeting or any adjourned session thereof, shall designate such public depositories and award the public moneys of the subdivision to and among the public depositories so designated for the period of five years commencing on the date of the expiration of the next preceding designation. The designation and award shall be made in duplicate; one copy shall be retained by the governing board of the subdivision and one copy shall be certified to the treasurer.

(C) If a governing board determines, during a designation period, that a public depository designated under this section is insolvent or operating in an unsound or unsafe manner, the governing board may meet and designate a different public depository of the public moneys of the state or of the subdivision for the remainder of the designation period.

(D) If a governing board determines during a designation period that it is necessary and in the state's or subdivision's best interests to appoint additional depositories, the governing board may meet and designate one or more additional public depositories of the public moneys of the state or of the subdivision for the remainder of the designation period.

(E) Whenever, by amendment or enactment of any state or federal law or the amendment or adoption of any valid regulation thereunder, the terms of a designation or award, lawful at the beginning of any designation period, cease to be lawful during such period, and if the change of law or regulation requires, the designation period shall be limited so as not to extend beyond the date when that change becomes effective. In such case, the proper governing board shall meet and designate the public depositories of the public moneys of the state or of the subdivision for the remainder of the designation period.

Effective Date: 06-13-2002.

EMERGENCY RESOLUTION NO. 43-2020

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE BUTLER COUNTY TAX INCENTIVE REVIEW COUNCIL OF MAY 21, 2020.

WHEREAS, Community Reinvestment Area property tax abatements (CRAs), Tax Increment Finance Districts (TIFs), and Residential Improvement Districts (RIDs) must be reviewed annually by the relevant County Tax Incentive Review Council; and

WHEREAS, the Butler County Tax Incentive Review Council met on May 21, 2021, to review the CRA Agreement for Rivertown Brewery.

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

SECTION 1: Council hereby accepts the recommendation of the Butler County Tax Incentive Review Council to renegotiate the rate/terms of the CRA Agreement for Rivertown Brewery.

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

City of Monroe Tax Incentive Review Council (TIRC) SPECIAL MEETING

DATE OF MEETING 5/21/2020

Members Present:

Julie Lepsky Brad Evans Selena Cruces Larry Brueshaber

Members Absent:

None

Butler County Staff Present:

Victoria Asher

City of Monroe Representatives Present

Jennifer Patterson, Assistant to City Manager, Economic Development

City of Monroe Community Representatives Present

Brian Curlis

City of Monroe Representatives Absent

John MacDonald

City of Monroe School District

Holly Cahill, Treasurer

I, Julie Lepsky am calling this special meeting of the Tax Incentive Review Council to order at 11.02 a.m.

The meeting proceeded as follows:

The City of Monroe has requested that the Butler County Tax Incentive Review Council (TIRC) hold this special meeting today to review the tax abatement for Rivertown Brewery located at 6550 Hamilton Lebanon Road who has defaulted on their unabated taxes. Now I would like to turn the meeting over to Jennifer Patterson with the City of Monroe for further discussion.

The City believes that Rivertown is in violation of their Community Reinvestment Area (CRA) Agreement

Previously, Rivertown had a payment plan with Butler County to pay unpaid property taxes. The company was current on that payment plan as of the last TIRC meeting. However, Rivertown appears to have failed to pay their first half taxes (TY 2019) that were due in early 2020. As a result of the nonpayment and a failure to make the April payment on their payment plan, their existing Butler County payment plan for previously-due taxes that had not been paid is no longer valid.

A provision in the Community Reinvestment Area (CRA) agreement between the City of Monroe and Rivertown Brewery requires that the unabated taxes must not be delinquent. As such, the City respectfully requests that the TIRC promptly respond to the situation by meeting to further evaluate an appropriate recommendation to City Council.

Rivertown Brewery did not join the meeting.

With that said the Tax Incentive Review Council will now deliberate and provide their recommendations.

This abatement was reviewed by the members and the recommendations of the council were made by voice vote and recorded by Victoria R. Asher.

Brad Evans made a motion to modify the agreement giving the City of Monroe the opportunity to re-negotiate the rate/terms of the agreement for Rivertown Brewery.

Selena Cruces seconded the motion.

All in favor, say I, Opposed 0 Abstentions 0

Motion carries.

The meeting was closed by Julie Lepsky.

RESOLUTION NO. 44-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A 2.3 MILE LONG TRAIL ALONG THE GREAT MIAMI RIVER ASSOCIATED WITH THE FEDERAL GRANT FUNDS AWARDED.

WHEREAS, the City applied for and was awarded grant funds from the Federal Highway Administration for the construction of a 2.3 mile long trail along the Great Miami River; and

WHEREAS, the Federal Highway Administration designed the Ohio Department of Transportation to administer the Federal funding programs.

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 Ohio Department of Transportation for the construction of a 2.3 mile long trail along the Great Miami River associated with the Federal Grant Funds awarded. The terms and conditions of said agreement are marked 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:_____

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of Monroe**, 233 S. Main St., P.O. Box 330, Monroe, Ohio 45050, hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **Construction of a 2.3 mile long section of the Great Miami River trail from the City of Monroe's Bicentennial Commons Park to the northern city corp. limit.** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be **\$1,300,000** as set forth in Attachment 1. ODOT shall provide to the LPA **50** percent of the eligible costs, up to a maximum of **\$650,000** in Federal MPO funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with development of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The **LPA** must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District

within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

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

4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.

	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
 - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
 - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
 - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
 - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
 - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
 - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

5. CONSULTANT SELECTION AND ADMINISTRATION

5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.

- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.),

and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
 - (1) The firm's general qualifications.
 - (2) Proposed key staff including key subconsultant staff and project approach.
 - (3) A listing of subconsultants including project responsibility.
 - (4) Whether resumes of key staff members must be submitted.
 - (5) Other information needed to make an informed selection decision.

2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
 - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
 - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
 - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.

- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors

4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The LPA will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of

this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Kevin Chesar	Tammy Campbell
City of Monroe	Ohio Department of Transportation
233 South Main Street	505 S. SR 741
Monroe, OH, 45050	Lebanon, OH, 45036

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

⁴ [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

⁵ Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 **Ohio Ethics Laws:** LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 **Trade:** Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 **Lobbying:** Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 **Debarment.** LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 **Facsimile Signatures:** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Ph D. Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amou	%	SAC	
PRELIMINARY DEVELOPMENT		100			0			0		
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100			0			0		
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100			0			0		
PROJECT CONSTRUCTION COSTS	\$650,000	50	4BG7	\$650,000	50	4TC7/KI08		0		\$1,300,000
INSPECTION		100			0			0		
TOTALS										\$1,300,000

Attachment 2

GREAT MIAMI RIVER TRAIL
COUNTY-ROUTE-SECTION
109591
PID NUMBER

33291
AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We **City of Monroe** request that all payments for the Federal/State share of the consultant costs of this Agreement performed by (CONSULTANT'S NAME) be paid directly to (CONSULTANT'S NAME).

VENDOR Name:	Error! Reference source not found.
Oaks Vendor ID:	0000000000
Mailing Address:	
LPA signature:	

LPA Name:	City of Monroe
Oaks Vendor ID:	0000000000
Mailing Address:	Error! Reference source not found.
ODOT Approval signature:	

RESOLUTION NO. 45-2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO DEPARTMENT OF TRANSPORTATION AGREEING TO PARTICIPATE IN THE CONSTRUCTION OF A 2.3 MILE LONG TRAIL ALONG THE GREAT MIAMI RIVER.

The following is a/an _____ enacted by the City of Monroe of Butler
(Motion/Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA/STATE) has determined the need for the described project:

Construction of a 2.3 mile long section of the Great Miami River trail from the City of Monroe's Bicentennial Commons Park to the northern city corp. limit.

NOW THEREFORE, be it ordained by the City of Monroe of Butler County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

The LPA agrees to participate in the cost of the project. The City of Monroe will be responsible for the non-federal share of the project.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

PID No.: 109591

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

*** (all of the above regarding the consultants is only needed if the LPA is responsible for the preliminary phase and design plans).*

SECTION IV Authority to Sign

The LPA hereby authorizes _____ of said City of Monroe to
(Signature authority) (LPA-or its division, department or agency)
enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the _____ is also empowered to execute any appropriate documents to
(Signature authority)
affect the assignment of all rights, title, and interests of the City of Monroe to ODOT arising from any
(LPA)
agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

SECTION V – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION VI – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

1/28/2019

PID No.: 109591

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

1/28/2019

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Monroe of **Butler** County, Ohio
(LPA)

I, _____, as Clerk of the **City of Monroe**
(LPA)
of **Butler** County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said

(Motion/Ordinance/Resolution)
City of Monroe on the _____ day of _____, 2____.
(LPA)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2____.

SEAL

(Clerk)

City of Monroe of **Butler** County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

RESOLUTION NO. 46-2020

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF MONROE, OHIO, FOR THE 2020 FISCAL YEAR.

WHEREAS, a public hearing has been held on the Tax Budget for the next succeeding fiscal year; and

WHEREAS, two copies of such Tax Budget have been on file in the office of the Director of Finance for public inspection; and

WHEREAS, Council desires to adopt such Tax Budget before July 15, 2020, pursuant to the Ohio Revised Code.

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

SECTION 1: The Tax Budget for the fiscal year of the City ending December 31, 2021, in the form marked Exhibit "A" attached hereto and made a part hereof is hereby adopted as the Tax Budget for the City for the next succeeding fiscal year.

SECTION 2: The Clerk of Council is hereby directed to file such Tax Budget and a certified copy of this Resolution with the County Auditors of Butler and Warren Counties on or before July 20, 2020.

SECTION 3: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Exhibit "A" Res No. 46-2020

City of MONROE

BUTLER & WARREN County, Ohio

(Date) _____

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
The following Budget year beginning **January 1, 2021** has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed _____
Title CLERK OF COUNCIL

This Exhibit is to be used for the General Fund Only

DESCRIPTION	Budget Year Actual 2017	Budget Year Actual 2018	Budget Year Actual 2019	Budget Year Estimated for 2020	Budget Year Estimated for 2021
REVENUES					
Local Taxes					
General Property Tax ----Real Estate	632,067	678,998	754,247	770,000	847,000
Municipal Income Tax	9,784,419	8,989,283	9,379,000	9,872,887	9,890,655
Hotel/Motel Tax	68,456	129,601	69,673	71,400	71,400
Admissions Tax	38,851	35,368	36,445	36,800	36,800
Total Local Taxes	\$ 10,523,793	\$ 9,833,251	\$ 10,239,364	\$ 10,751,087	\$ 10,845,855
State Shared Taxes					
Homestead/Rollback	60,160	65,282	66,416	67,000	73,700
Local Government	212,446	208,032	237,144	237,100	237,100
Cigarette Tax	332	332	332	330	330
Liquor & Beer Permits	12,024	9,846	13,892	12,270	12,270
Total State Shared Taxes	\$ 284,962	\$ 283,492	\$ 317,783	\$ 316,700	\$ 323,400
Intergovernmental Revenues					
Racino JEDD - Unrestricted	211,538	271,560	545,472	353,000	358,295
Racino JEDD - Interchange	58,659	75,303	151,257	103,000	104,545
Federal Grants or Aid	-	-	-	-	-
State Grants or Aid	7,525	5,000	-	-	-
Total Intergovernmental Revenues	\$ 277,722	\$ 351,863	\$ 696,729	\$ 456,000	\$ 462,840
Charges for Services	\$ 106,001	\$ 273,600	\$ 286,981	\$ 290,500	292,509
Fines & Forfeitures	\$ 81,627	\$ 66,845	\$ 86,154	\$ 86,100	86,100
Fees, Licenses, & Permits					
Building Permits	996,618	691,773	445,047	460,500	460,500
Cable Franchise Fees	135,314	150,539	145,415	145,400	145,400
Other Fees, Licenses, & Permits	86,341	73,547	51,707	65,900	65,900
Total Fees, Licenses, & Permits	\$ 1,218,273	\$ 915,858	\$ 642,169	\$ 671,800	\$ 671,800
Special Assessments	\$ -	\$ 243	\$ -	\$ -	\$ -
Investment Earnings	\$ 161,666	\$ 190,585	\$ 220,635	\$ 220,600	\$ 220,600
Other Revenue	\$ 58,429	\$ 128,483	\$ (265,467)	\$ 1,500	\$ 7,500
Other Financing Sources:					
Transfers	-	-	-	1,523	-
Advances	395,000	455,000	50,000	415,000	82,000
Other Sources	133,660	16,416	154,494	16,500	16,500
Total Other Financing Sources	\$ 528,660	\$ 471,416	\$ 204,494	\$ 433,023	\$ 98,500
TOTAL REVENUE	13,241,132	12,515,635	12,428,843	13,227,310	13,009,104

This Exhibit is to be used for the General Fund Only

DESCRIPTION	Budget Year Actual 2017	Budget Year Actual 2018	Budget Year Actual 2019	Budget Year Estimated for 2020	Budget Year Estimated for 2021
EXPENDITURES					
Security of Persons & Property					
Personal Services	389,085	396,584	440,705	538,037	554,178
Operating Expenditures	31,384	29,969	51,713	74,800	75,922
Other Financing Uses	5,746,000	6,452,000	3,950,000	5,083,783	5,134,621
Total Security of Persons & Property	\$ 6,166,469	\$ 6,878,553	\$ 4,442,418	\$ 5,696,620	\$ 5,764,721
Leisure Time Activities					
Personal Services	234,469	210,293	216,020	298,181	301,163
Operating Expenditures	68,392	55,516	75,810	184,820	187,592
Total Leisure Time Activities	\$ 302,861	\$ 265,808	\$ 291,829	\$ 483,001	\$ 488,755
Basic Utility Services					
Operating Expenditures	299,718	274,712	264,809	401,615	407,639
Other Financing Uses	835,155	1,242,300	1,358,000	1,191,130	1,192,000
Total Basic Utility Services	\$ 1,134,873	\$ 1,517,012	\$ 1,622,809	\$ 1,592,745	\$ 1,599,639
General Government					
Personal Services	1,361,070	1,464,996	1,528,923	1,852,281	1,981,941
Operating Expenditures	2,203,918	1,795,845	1,645,574	2,162,340	2,194,775
Capital Outlay	44,843	-	-	-	-
Other Financing Uses	253,396	270,469	513,121	604,000	604,000
Total General Government	\$ 3,863,227	\$ 3,531,310	\$ 3,687,617	\$ 4,618,621	\$ 4,780,716
Other Uses of Funds					
Transfers	1,928,670	1,633,500	1,051,000	1,442,000	1,295,000
Advances	-	65,000	-	-	-
Other Uses of Funds	(22,050)	(36,084)	(158,156)	-	-
Total Other Uses of Funds	\$ 1,906,620	\$ 1,662,416	\$ 892,844	\$ 1,442,000	\$ 1,295,000
TOTAL EXPENDITURES	13,374,050	13,855,099	10,937,518	13,832,987	13,928,831
Revenues Over (Under) Expenditures	(132,917)	(1,339,465)	1,491,325	(605,677)	(919,727)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	5,277,383	5,144,466	3,805,001	5,296,326	4,690,649
Ending Cash Balance	5,144,466	3,805,001	5,296,326	4,690,649	3,770,922
Estimated Encumbrances (outstanding at year end)	672,334	664,910	480,019	-	-
Estimated Ending Unencumbered Fund Balance	4,472,132	3,140,091	4,816,308	4,690,649	3,770,922

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund
Reproduce as needed

DESCRIPTION	Budget Year Actual 2017	Budget Year Actual 2018	Budget Year Actual 2019	Budget Year Estimated for 2020	Budget Year Estimated for 2021
REVENUE					
General Property Tax ----Real Estate	1,052,312	1,057,840	1,207,801	1,259,000	1,422,670
Homestead/Rollback	84,744	83,944	85,084	85,500	96,615
Other Intergovernmental Revenue	305,226	550,074	246,292	-	-
Charges for Services	492,870	459,127	617,970	544,000	544,000
Other Revenue	6,277	15,685	24,154	6,000	6,000
Other Financing Sources	2,686,251	2,897,000	2,053,190	2,523,773	1,430,000
TOTAL REVENUE	\$ 4,627,679	\$ 5,063,670	\$ 4,234,491	\$ 4,418,273	\$ 3,499,285
EXPENDITURES					
Security of Persons & Property					
Personal Services	3,498,306	3,888,399	3,653,765	3,289,122	3,453,578
Operating Expenditures	1,171,149	1,115,413	656,524	519,005	526,790
Capital Outlay	13,552	20,000	17,500	-	-
Other (Unpaid Liabilities)	(9,659)	(12,286)	(64,362)	250	-
Total Security of Persons & Property	\$ 4,673,348	\$ 5,011,526	\$ 4,263,427	\$ 3,808,377	\$ 3,980,368
TOTAL EXPENDITURES	\$ 4,673,348	\$ 5,011,526	\$ 4,263,427	\$ 3,808,377	\$ 3,980,368
Revenues Over (Under) Expenditures	(45,669)	52,144	(28,937)	609,896	(481,083)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	145,581	99,912	152,056	123,119	733,015
Ending Cash Balance	99,912	152,056	123,119	733,015	251,932
Estimated Encumbrances (outstanding at year end)	68,102	136,919	68,248	-	-
Estimated Ending Unencumbered Fund Balance	31,810	15,136	54,871	733,015	251,932

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund
Reproduce as needed

DESCRIPTION	Budget Year Actual <u>2017</u>	Budget Year Actual <u>2018</u>	Budget Year Actual <u>2019</u>	Budget Year Estimated for <u>2020</u>	Budget Year Estimated for <u>2021</u>
REVENUE					
General Property Tax ----Real Estate	495,761	498,036	580,007	606,000	696,900
Homestead/Rollback	63,666	65,895	67,374	67,200	77,280
Other Intergovernmental Revenue	9,654	4,112	6,572	6,700	6,700
Charges for Services	50,020	45,904	193,960	201,600	211,690
Other Revenue	13,283	5,285	20,216	3,200	3,200
Other Financing Sources	3,061,000	3,559,010	1,901,748	2,560,260	2,560,000
TOTAL REVENUE	\$ 3,693,384	\$ 4,178,243	\$ 2,769,877	\$ 3,444,960	\$ 3,555,770
EXPENDITURES					
Security of Persons & Property					
Personal Services	3,273,791	3,557,825	2,314,529	2,850,200	2,992,710
Operating Expenditures	521,721	501,660	507,278	523,910	531,769
Capital Outlay	65,136	-	-	-	-
Other (Unpaid Liabilities)	32,496	58,574	39,203	-	-
Total Security of Persons & Property	\$ 3,893,144	\$ 4,118,059	\$ 2,861,010	\$ 3,374,110	\$ 3,524,479
TOTAL EXPENDITURES	\$ 3,893,144	\$ 4,118,059	\$ 2,861,010	\$ 3,374,110	\$ 3,524,479
Revenues Over (Under) Expenditures	(199,760)	60,184	(91,133)	70,850	31,291
Beginning Unencumbered Fund Balance (Use Actual Cash Balance)	269,277	69,517	129,701	38,568	109,418
Ending Cash Balance	69,517	129,701	38,568	109,418	140,710
Estimated Encumbrances (outstanding at year end)	39,652	113,847	23,061	-	-
Estimated Ending Unencumbered Fund Balance	29,865	15,854	15,507	109,418	140,710

*

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2021	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2021
				Personal Services	Other	Total	
SPECIAL REVENUE:							
2101 - Public Safety Income Tax	667,840	2,300,298	2,968,138	1,891,500	445,750	2,337,250	630,888
2210 - Street	197,056	2,228,075	2,425,131	1,609,804	647,489	2,257,293	167,837
2220 - State Highway	65,997	88,625	154,622		75,618	75,618	79,005
2230 - Motor Vehicle License	179,114	134,800	313,914		90,132	90,132	223,782
2330 - Public Safety FEMA Grant	10,804	-	10,804		8,120	8,120	2,684
2420 - DARE Grant	1,269	9,000	10,269	-	8,628	8,628	1,641
2430 - Enforcement & Education	7,637	1,150	8,787		-	-	8,787
2440 - Federal Asset Forfeiture	13,735	-	13,735		-	-	13,735
2450 - Ohio Peace Officer Training	22,560	-	22,560		-	-	22,560
2510 - Court Technology Improvement	2,580	8,000	10,580		10,500	10,500	80
2620 - 2004 TIFs	1,358,682	2,435,650	3,794,332		2,291,840	2,291,840	1,502,493
2720 - 2004 RIDs	1,469,470	3,699,300	5,168,770		3,225,995	3,225,995	1,942,775
			-			-	-
TOTAL SPECIAL REVENUE FUNDS	\$ 3,996,744	\$ 10,904,898	\$ 14,901,642	\$ 3,501,304	\$ 6,804,070	\$ 10,305,375	\$ 4,596,267
DEBT SERVICE FUNDS:							
4110 - G.O. Bond Retirement	85,070	849,500	934,570		840,000	840,000	94,570
4210 - Water Bond Retirement	107,865	442,000	549,865		548,700	548,700	1,165
4310 - S.A. Bond Retirement	673	1,125,000	1,125,673		1,125,100	1,125,100	573
4410 - Income Tax Bond Retirement	336,718	617,065	953,783		618,000	618,000	335,783
4610 - Corridor 75 Park LTD TIF	94,472	-	94,472		-	-	94,472
TOTAL DEBT SERVICE FUNDS	624,799	3,033,565	3,658,364	-	3,131,800	3,131,800	526,564
CAPITAL PROJECT FUNDS:							
3101 - Capital Income Tax	581,324	985,842	1,567,166		816,700	816,700	750,466
3110 - Park Improvement	1,221,291	41,200	1,262,491		-	-	1,262,491
3120 - Capital Improvement	618,779	19,000	637,779		-	-	637,779
3620 - CPO TIF - Capital	24,880	-	24,880		-	-	24,880
6120 - Water Capital Improvements	92,110	706,000	798,110		-	-	798,110
6125 - Water Meter & Read System Repl	188,027	133,500	321,527		80,000	80,000	241,527
TOTAL CAPITAL PROJECTS	2,726,411	1,885,542	4,611,953	-	896,700	896,700	3,715,253
SPECIAL ASSESSMENT FUNDS:							
5110 - S.A. Street Lighting	18	250	268		-	-	268
TOTAL SPECIAL ASSESSMENTS	18	250	268	-	-	-	268
PROPRIETARY: ENTERPRISE FUNDS							
6110 - Water	1,726,206	3,309,905	5,036,111	693,662	1,597,430	2,291,091	2,745,020
6111 - Water Reserve	520,675	-	520,675		-	-	520,675
6210 - Sewer	39,791	1,146,100	1,185,891	84,473	1,100,000	1,184,473	1,418
6310 - Storm Water	115,690	322,668	438,358	178,427	206,573	384,999	53,359
6410 - Garbage	91,020	779,155	870,175	110,416	755,000	865,416	4,759
6510 - Cemetery	103,029	89,400	192,429	32,550	60,596	93,146	99,283
6610 - Streetlight	28,118	132,700	160,818		142,141	142,141	18,677
TOTAL ENTERPRISE FUNDS	\$ 2,624,528	\$ 5,779,928	\$ 8,404,456	\$ 1,099,526	\$ 3,861,738	\$ 4,961,265	\$ 3,443,192

FIDUCIARY:							
TRUST AND AGENCY FUNDS							
7100 - Cemetery Maintenance Trust	51,053	5,500	56,553		-	-	56,553
7110 - Mound Cemetery Trust	58,546	1,100	59,646		10,150	10,150	49,496
7120 - Long Street Trust	2,259	100	2,359		254	254	2,105
7310 - Fire Historic Preservation	1,471	-	1,471		-	-	1,471
7320 - Fire Loss Security	21,371	-	21,371		-	-	21,371
7410 - Drug Law Enforcement Trust	62,103	11,500	73,603		20,300	20,300	53,303
TOTAL TRUST AND AGENCY FUND	\$ 196,802	\$ 18,200	\$ 215,002	\$ -	\$ 30,704	\$ 30,704	\$ 184,299



Bobcat

Product Quotation

Quotation Number: HMM-20823v1

Date: 2020-06-01 12:18:15

Customer Name/Location	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF MONROE 14204 Attn: JIM BOWERY 233 S Main St PO BOX 330 Monroe, OH 45050-1330 Phone: (330) 688-7497	Bobcat Enterprises,Hamilton,OH 9605 PRINCETON-GLENDALE ROAD HAMILTON OH 45011-9787 Phone: (513) 874-8945 Fax: (513) 874-4227	Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E Beaton Dr West Fargo, ND 58078 Ph# 701-241-8719 Fax# 855.608.0681 Heather Messmer E Mail: heather.messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T66 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0349	1	\$41,725.60	\$41,725.60
	Lift Path: Vertical Lights, Front and Rear LED Operator Cab - Includes: Adjustable Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt - Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 - Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first Machine IQ Telematics			
P67 Performance Package "Power Bob-Tach 7-Pin Attachment Control	M0349-P06-P67	1	\$4,391.80	\$4,391.80
	Two-Speed, High Flow Dual Direction Bucket Positioning"			
C52 Comfort Package "Standard Enclosed Cab with AC/Heat Sound Reduction Radio Ready	M0349-P07-C52	1	\$3,609.90	\$3,609.90
	HVAC Headliner Adjustable Suspension Seat"			
74" Standard Duty Bucket	7272768	1	\$594.32	\$594.32
Total of Items Quoted				\$50,321.62
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$50,321.62

Notes:

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____

****Prices per the Ohio STS – 800704 March 27, 2019 – March 31, 2021***

****Terms Net 30 Days. Credit cards accepted.***

****FOB Destination within the 48 Contiguous States.***

****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with placed order.***

****TID# 38-0425350***

****ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales,
PO Box 6000, 250 E. Beaton Drive, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.





Mike DeWine, Governor
Jon Husted Lt. Governor
Laurie A. Stevenson, Director

June 12, 2020

TO: Ohio Mayors

RE: Ohio EPA's March 31 Order to Public Water Systems in Ohio

First and foremost, allow me to thank you for your leadership and cooperation in working with our agency in the implementation of Ohio EPA's March 31 order, applicable to public water systems across the state during the COVID-19 pandemic. With so many of our fellow Ohioans suddenly struggling to make ends meet, quick and decisive action was needed to help ensure that Ohioans had access to safe drinking water, especially during this time. Prior to the issuance of the order, many of you had implemented local measures within your communities to ensure ongoing access to water for your citizens during COVID-19. Again, we thank you for this leadership.

As you are aware, I issued orders on March 31st which required that, statewide: (1) no public water system customers be disconnected from their water service for reasons of non-payment; (2) that anyone who had been disconnected as of January 1, 2020 be reconnected; and (3) that any such reconnection was to occur without a charge to the customer. HB 197, passed by the General Assembly on March 25, granted the director of Ohio EPA temporary authority to issue such an order. The decision to issue this order was made in the interest of public health, to ensure that as many Ohioans as possible had access to water as they followed the stay-at-home order to prevent the spread of COVID-19.

Now, as the state has lifted the stay-at-home order and has re-opened businesses, restaurants, retail stores and other establishments, Ohio EPA will begin the process of revoking/terminating the March 31 order. The revocation/termination will be effective 30 calendar days from this letter, on July 10, 2020.

As we move forward in this process, it is imperative that we remain in communication and work in partnership with you and your utility directors, not only on short-term steps, but to further the important discussions on fulfilling our collective mission of helping Ohioans get and maintain access to clean water. As you know, even well before COVID-19, there have been many areas in Ohio where people have struggled to get access to water, or who live with poor water quality and quantity on private well systems. Under Governor DeWine's H2Ohio plan, one of Ohio EPA's funding priorities has been supporting the development of more drinking water and wastewater infrastructure, particularly in our small, economically disadvantaged communities. This is a mission that is very important to us, and we know to you as well.

During the week of June 22, we would like to invite you to participate in a virtual meeting with Ohio EPA to discuss what the immediate next steps will be for your community, including how you plan to work with customers who may still be financially struggling to pay their water bills. We recognize our role as a state regulatory agency can only go so far. However, we stand ready to assist you in any way that we can to help ensure the continued delivery of safe, clean drinking water to Ohioans. In the coming days, please look for a follow-up message from my staff to gather your availability so that we can continue this discussion together. We look forward to speaking with you soon.

Sincerely,

Laurie A. Stevenson
Director, Ohio EPA