



**Monroe Council Agenda
Regular Meeting
February 8, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of January 25, 2022

Visitors

- Major Steve Arrasmith, Investigations Division Commander of the Warren County Sheriff's Office & Drug Task Force – Presentation of DTF Annual Report for 2021
- Retirement of Police K-9 Helix
- Ceremonial promotion of Robert “Eddie” Myers to the rank of Police Sergeant
- Introduction of Police K-9 Nelson

Committee Reports

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

Old Business

Ordinance No. 2022-02. An Ordinance granting an easement to Duke Energy Ohio, Inc. for the purposes of replacing a casing over an existing gas main. (Second Reading)

New Business

Emergency Resolution No. 06-2022. A Resolution approving a Then-and-Now Certificate in the amount \$3,442.50 to The Center for Local Government and declaring an emergency.

Resolution No. 07-2022. A Resolution authorizing the City Manager to enter into a professional services engineering agreement by and between the City of Monroe and Woolpert, Inc. for Imagery/LiDAR Acquisition.



Consideration of Motion authorizing the expenditure of \$39,317.60 to Stryker for two Lifepak 15 V4 Monitors/Defibrillators for the Department of Fire.

Consideration of Motion authorizing the expenditure of \$16,800.00 to Insight Pipe Contracting, LLC for Lawton Avenue Pipe Lining for the Department of Public Works.

Consideration of Motion requesting a hearing on the issuance of a new D5 Liquor Permit for Don Julio Street Food LLC located at 3113 Heritage Green Drive.

Administrative Reports

- Council Committees
- Pedestrian Bridge Report

Adjournment



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Old Business

Ordinance No. 2022-02. An Ordinance granting an easement to Duke Energy Ohio, Inc. for the purposes of replacing a casing over an existing gas main. (Second Reading)

Background. Additional information has been added for the permanent easement and the amount for the permanent and temporary easements has been updated.

New Business

Emergency Resolution No. 06-2022. A Resolution approving a Then-and-Now Certificate in the amount \$3,442.50 to The Center for Local Government and declaring an emergency.

Background. A purchase order was not opened prior to receipt of the invoice. Funds for this membership are budgeted under the General Fund/City Manager's Office



Resolution No. 07-2022. A Resolution authorizing the City Manager to enter into a professional services engineering agreement by and between the City of Monroe and Woolpert, Inc. for Imagery/LiDAR Acquisition.

Background. We are asking to purchase imagery/LiDAR for our GIS division to better support all departments within the City organization. The project was included in the capital budget under the Capital Improvement Fund on your Capital Summary Sheet.

CAPITAL IMPROVEMENT FUND			
<i>GENERAL GOVERNMENT</i>			
Tyler Cashiering	General Fund Transfer		23,000
GIS Base Mapping	General Fund Transfer		80,000
<i>PUBLIC SAFETY/POLICE</i>			
Radios for Police & Emergency Operations Center Operations	Tax - Public Safety		75,000
<i>PUBLIC SAFETY/FIRE</i>			
Station #61 Concrete & Sidewalk Repair	Tax - Public Safety		50,000
Station #62 Generator	Tax - Public Safety		70,000
Cardiac Monitor Replacement	Tax - Public Safety		40,000
<i>PUBLIC WORKS</i>			
SR 63 and Main Intersection Improvements	TIF/RID		65,000
Crossings Boulevard ADA Accessibility Program	RID		75,000
Crossings Boulevard Deep Base Repair	RID		490,000
South Union Rd. Improvement Project - (Navigator Way to Nickel Road)	Grant, Warren County reimb, General Fund		2,930,000
TOTAL CAPITAL IMPROVEMENT FUND			\$ 3,898,000

Since creating the GIS position last year, it has quickly developed into a vital part of the organization. GIS supports all departments within the City by providing maps, data and analytics to make well informed and educated decisions that have a strategic impact on the City of Monroe. This Imagery/LiDAR purchase will take our GIS capabilities to the next level.

This purchase consists of buying our mapping as opposed to relying on Warren and Butler County's mapping. Currently, when we look at a map of Monroe, it cuts off at either the Butler or Warren County line. With our own mapping, we will be able to see the entire city on one map. We will also gain so much data that we currently do not have. Data such as elevation contours will be provided at much higher accuracy, which will help us in assessing drainage issues. This mapping will also be key in re-evaluating the storm water assessment charges in the City. With this mapping software, we will be able to accurately determine exactly how many square feet of drainage each property within the city creates. This will allow us to accurately charge for storm water collection fees. As of now, we are vastly undercharging all of the large commercial buildings in the City for storm water collection fees. This software will allow us to identify what each property should pay and we will be asking the council to adjust these fees accordingly. Without this software, we would have to average what these charges are. This one function alone will pay for the software in one year after the assessment is complete. We expect that this purchase will last



the City seven to ten years before we will need to have updated mapping again. Because we are trying to complete this, Warren County is also going to upgrade their mapping. This has helped lower the overall price by about \$4,000.00. Below is some more information provided by our GIS Analyst.

Aerial imagery helps the city track changes over time and to proactively identify problems before citizens report them.

Pavement/concrete conditions and problems, stream alignment changes and erosion

Provides us with the ability to locate assets in the field remotely (traffic signs, guardrails, curb ramps, sidewalks, validate stormwater manholes and catchbasins, streams and rivers, other utilities)

Each pixel is 3” square, providing highly detailed imagery to Public Works, Planning and Development, and Public Safety staff.

4-band photography means, in addition to full-color imagery (RGB), we can also visualize vegetation health and type over time. For example, if Monroe wants to be a Tree City, we can use this data to begin that designation process.

LiDAR is a method of creating a 3D model of the earth’s surface. It is especially helpful for stormwater control, engineering design, and tracking change over time. (LiDAR stands for Light Detection and Ranging and functions much like sonar. A LiDAR camera is mounted to the bottom of an airplane and as the pilot flies a pre-set course, the camera bounces light in the form of lasers to the ground surface and measures the time it takes for the light to return to the camera’s mirror, calculating the distance from the camera at which the light bounced back. Each of these laser “bounces” becomes a point in a point cloud that can be visually interpreted as a 3D model.)

Develop data-driven stormwater discharge fee structure by measuring impervious surface area of residential, commercial, and industrial properties. In other words, ensure that each resident and business in Monroe is paying a fair fee relative to the amount of stormwater runoff a property generates. This will pay for the cost of the LiDAR capture within two years.

Develop stormwater runoff models to proactively identify and mitigate flood-prone areas or areas of ponding. As Monroe continues to develop available land, how it manages its stormwater network will have long-term consequences. Having updated floodplain delineation will be a benefit to our staff and citizens now and into the future.

Our ability to provide high-quality 3D data to our engineering and contracting partners will reduce the likelihood of errors and the need for field revisions due to incorrect or out of date base data. Not only does this provide Monroe with accurate survey data, but it allows our consultants and contractors to better perform volumetric calculations (i.e. cut/fill)



Butler County does not at this time maintain any kind of elevation data; while Warren County does, only a small part of Monroe is in Warren Co. Without continuity across the city, the data is functionally useless. This will provide the city with one continuous baseline dataset from which to work in perpetuity, with updates only periodically required (5-10 years, based on pace of development). Our most recent elevation data is a set of 2-foot contours from 2007. This would provide us with 10-cm accurate 3D model and an updated 1-foot contour dataset.

We can build an interactive 3D model of Monroe with the imagery “draped” over the LiDAR 3D model, providing interesting visuals and interpretive displays for our park department as Bicentennial Commons Park continues development, or for our Economic Development department to share with prospective developers and businesses.

LiDAR has the capability of capturing both vegetation and the ground beneath it, even in dense forest, providing a clear picture of the ground surface and also aiding in the calculation of tree height and crown cover.

Consideration of Motion authorizing the expenditure of \$39,317.60 to Stryker for two Lifepak 15 V4 Monitors/Defibrillators for the Department of Fire.

Background. Purchase order request is for the acquisition of two (2) LIFEPAK 15 V4 Monitors/Defibrillators. This will replace two units that have met their life expectancy and are unable to be repaired due to lack of parts and outdated software. The LIFEPAKS are the cornerstone of all diagnostic treatment for all patients. They are capable of a multitude of operations in both the areas of cardiac and respiratory care. These units are being purchased on State Bid and therefore will not need to be sent out for proposals. The current deal that is being offered by Physio is a buy one / get one offer that will save us the cost of one unit (\$36,730.00). Additionally, by ordering now, we beat the price increase of 7% that is going into effect shortly. This is an additional \$2,571.00 per unit.

The cost of the units were budgeted within the Capital Improvement Fund as shown on the Capital Budget Summary.



CAPITAL IMPROVEMENT FUND			
<i>GENERAL GOVERNMENT</i>			
	Tyler Cashiering	General Fund Transfer	23,000
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	South Union Rd. Improvement Project - (Navigator Way to Nickel Road)	Grant, Warren County reimb, General Fund	2,930,000
TOTAL CAPITAL IMPROVEMENT FUND			\$ 3,898,000

Consideration of Motion authorizing the expenditure of \$16,800.00 to Insight Pipe Contracting, LLC for Lawton Avenue Pipe Lining for the Department of Public Works.

Background. This is for lining a storm water drainage pipe under Lawton Ave. This pipe carries storm water from the west side of Lawton Ave. to the east side of the road. The current pipe is an old corrugated metal pipe that has rusted out. Pipe lining is the most economical way to repair this situation. Our contractor will place a liner through the existing pipe to create solid new pipe that is load bearing without excavating the roadway. We have priced out replacing this culvert pipe by excavation and installing new concrete pipe. This was going to cost \$40,000.00.

The price of the pipe lining is \$16,800.00. This funds for this project are available in the maintenance and repair budget of the Storm Water Fund.

Consideration of Motion requesting a hearing on the issuance of a new D5 Liquor Permit for Don Julio Street Food LLC located at 3113 Heritage Green Drive.

Background. Permit D-5 may be issued to the owner or operator of a retail food establishment or a food service operation licensed pursuant to Chapter 3717. of the Revised Code that operates as a restaurant or night club for purposes of this chapter, to sell beer and any intoxicating liquor at retail, only by the individual drink in glass and from the container, for consumption on the premises where sold, and to sell the same products in the same manner and amounts not for consumption on the premises as may be sold by holders of D-1 and D-2 permits. A person who is the holder of both a D-3 and D-3a permit need not obtain a D-5 permit.

No action is necessary unless Council desires to request a hearing.



Administrative Reports

- Council Committees
- Pedestrian Bridge Report

Adjournment



**Monroe Council Minutes
Regular Meeting
January 25, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

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

Approval of the Minutes

Dr. Clark moved to approve the Council Minutes of January 11, 2022; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Visitors

- Ceremonial Swearing in of Patrol Officers Zachary Bryan, Matthew Buddo, and Michael Willis

Law Director Callahan performed a ceremonial swearing in of newly hired Patrol Officers Zachary Bryan, Matthew Buddo, and Michael Willis.

Committee Reports

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

Old Business

Resolution No. 02-2022. A Resolution instructing the Assistant Finance Director to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Mrs. McElfresh moved to consider this the second reading of Resolution No. 02-2022 and have it read by title only; seconded by Mr. Wagner.



The Clerk of Council read Resolution No. 02-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 02-2022; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-01. An Ordinance amending and supplementing Exhibit “1” of Ordinance No. 2021-55 to increase the number of positions for Finance Specialist, Utility Billing Specialist, Assistant Fire Chief, Public Works Crew Leader, and Operator/Laborer; and change the title of City Engineer to Civil Engineer.

Mr. Brock requested that this Ordinance be adopted as an emergency on the second reading since we have applicants that have already gone through the process and are ready to be hired.

Mrs. McElfresh moved to suspend the rule requiring the reading of Ordinance No. 2022-01 on to separate days, authorize its adoption on the second reading, and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-01 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-01; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

New Business

Emergency Resolution No. 03-2022. A Resolution accepting the lowest and/or best bid submitted for the South Union Road Improvement Project, authorize the City Manager to enter into an agreement by and between the City of Monroe and SmithCorp for said project, and declaring an emergency.

Mr. Brock reported this accepts a bid for the South Union Road Improvement Project, which is a combined project for water and sewer with Warren County. The low bid was \$2.669 million and the budgeted amount was \$2.93 million. We did receive OPWC grant funding for 51% of the cost of the project. The amount that will be received from Warren County is \$524,662.73 and the City is paying \$655,315.74 from the Capital Improvement Fund.

Mr. Frentzel noted the low bid is considerably lower than any others and wanted to make sure the consultant engineer reviewed this thoroughly. Mr. Brock advised they did review it to make sure there were no mistakes.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 03-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 03-2022 by title only.



Mrs. McElfresh moved to adopt Emergency Resolution No. 03-2022; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Emergency Resolution No. 04-2022. A Resolution approving a Then-and-Now Certificate in the amount of \$5,458.00 to ESO Solutions, Inc. and declaring an emergency.

Mr. Brock explained that a Then-and-Now Certificate is when invoices are received by the Finance Department prior to a purchase order being opened. We have seen more of these lately because they are typically paid with our purchase cards, but a lot of the corporations are charging the 3% fee now. They are adopted as an emergency because Council must be made aware of them within a certain period of time.

Mr. Frentzel asked if this vendor came up last year and if purchase orders are being opened now for the future. Assistant Fire Chief Leverage replied that this is the first for this particular vendor and they will plan for future purchase orders.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 04-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

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

Mrs. McElfresh moved to adopt Emergency Resolution No. 04-2022; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Emergency Resolution No. 05-2022. A Resolution authorizing the City Manager to enter into a Lease Agreement by and between the City of Monroe and Enterprise Fleet Management for the lease of five Western Star Dump Trucks and declaring an emergency.

Mr. Morton reported that some of the pros of leasing is that it replaces multiple trucks at one time, they hold a higher value when traded in at the five to seven year period which drives down the payment on new trucks. Additionally, maintenance costs of the trucks remain low because trucks are maintained within warranty. With all the small wiring on these trucks we do our best to make sure as much salt is removed as possible. We do not have a mechanic on staff so, we have to wait on the return of the truck to be repaired.

The first quote received for leasing five trucks was received on June 17, 2021, in the amount of \$187,382.00 per truck. The quote received today for the exact same trucks was \$213,224.00 per truck. This is due to inflation, as well as supply and demand. We are still waiting on two trucks that were ordered last year. This price is only good for two more days and then there will be another price increase.

The trade-in values have remained the same since June of 2021. The trade values based on the age of the trucks are: 2010 International - \$14,000; 2014 and 2015 Western Star - \$65,000. There is a difference four years makes. The current trade value on the five proposed trade-ins is \$274,000



and, if we waited until they were 11 years old, they will be valued at \$16,000. This reflects a lost value of \$194,000 due to holding on to the equipment too long. The trucks typically have low miles, but the salt eats away the electronic components making the repairs costly. We are able to make some minor repairs in-house.

In conclusion, Mr. Morton advised that the total cost of leasing five trucks is \$844,625.30. This is five yearly payments of \$168,925.06. The cost to purchase a truck this year is \$213,224.00 and, assuming a 5% increase each year, the total cost for purchasing five trucks in five years is \$1,178,197.19.

Mr. Morton confirmed Mrs. McElfresh's understanding that even with leasing the trucks the City will still be taking the trucks in to be repaired or have repair bills for items not covered under the warranty.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 05-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

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

Mrs. McElfresh moved to adopt Emergency No. 05-2022; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-02. An Ordinance granting an easement to Duke Energy Ohio, Inc. for the purposes of replacing a casing over an existing gas main.

Mr. Brock stated this is an easement requested by Duke Energy. What was in the packet is an easement for access and included in the next packet for the second reading will be a permanent easement.

Mr. Frentzel asked about long-term would it be their responsibility if they need to put the site back the way they found it. Mr. Brock replied that they would be responsible.

Mrs. McElfresh moved to consider this the first reading of Ordinance No. 2022-02 and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-02 by title only.

Mrs. McElfresh moved to approve the first reading of Ordinance No. 2022-02; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.



Administrative Reports

Mr. Brock informed Council that this Thursday Capital Electric will be at the intersection of State Route 63 and Main Street to make that a dedicated, protected, left turn on Main Street in both directions.

- Rumpke Trash Bid Items to consider for contract bidding

We are getting ready to bid out trash and recycling contract in March. Rumpke would like us to consider different items. The last time we bid this out we had 4,042 residential units and we now have 4,900 residential units. Rumpke asked if Council would consider eliminating the large item pick up. A lot of other communities are eliminating it. It is a cost over and above the contract amount. They do offer to pick up one large item per week for no extra charge.

Mrs. McElfresh was of the opinion that it is popular with the residents. She suggested that educating the public what can be placed to be picked up every week and perhaps work towards eliminating large item pick up.

Mr. Brock advised that Rumpke asked Council to consider one trash roll off within the contract. If we roll it into the rate it would be approximately \$1.00 to \$1.50 per resident.

Mayor Funk thinks that the residents would appreciate that as it is less than what residents pay directly to Rumpke.

Mr. Bellapianta noted if there are three-quarters of residents have their own trash containers and it works for them he felt like we would be forcing the residents to have an additional trash container they may not use.

Mr. Brock stated that right now we have trash containers for two events per year and it is proposed to leave that in the contract.

- Park North Infrastructure Improvements on State Route 63

Mrs. Patterson gave a presentation on the Park North Infrastructure Improvements at the Interchange, which is our Class A Industrial Park. We have over four million square feet under roof, which is nine buildings, two of which are manufacturing sites.

In 2007-2008 a 430 acre park was originally conceptualized by VH Monroe/Vandercar Holdings. In 2009-2010 Huntington Bank alleged that VH Monroe was in default and in the fall of 2012, the park was sold at a sheriff's sale to IDI/Park North at Monroe.

The park financing has multi-partners. The City of Monroe has a tax abatement and Tax Increment Financing (TIF), the Monroe School Board has a compensation agreement, the Warren County Port Authority has \$11 million in bonds issued and sales tax exemption on building materials, and



the Developer has a speculative development approach with specific building criteria and job hurdles.

The City has been working with the Developer on the scope, engineering, and timing for the State Route 63 deceleration lane. The Developer would like to access approximately \$1.5 million in bond funds for the project. The Warren County Port Authority would issue the bonds through their bond fund and bond payments would be financed through an annual special assessment, ending in 2034. This does require the City of Monroe to modify the Cooperative Agreement with the Warren County Port Authority and approval of their Board.

The property owners were made aware of the terms of the Development Agreement and Special Assessment structure when they purchased the property. The debt service is consistent through the term of \$135,000 per year. Over 361 acres it is approximately \$374 per acre. The current Special Assessment is approximately \$2,400 per acre.

Mrs. Patterson asked if the Council is willing to modify the Cooperative Agreement with the Warren County Port Authority to enable IDI to access an additional \$1.5 million in bond fund capacity for the purposes of the required State Route 63 deceleration lane. If so, staff anticipates having emergency legislation for the April 12th Council meeting.

It was the consensus of Council to bring forward legislation for the modification of the Cooperative Agreement in April.

Adjournment

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

The regular meeting of Council adjourned at 7:58 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2022-02

AN ORDINANCE GRANTING AN EASEMENT TO DUKE ENERGY OHIO, INC. FOR THE PURPOSES OF REPLACING A CASING OVER AN EXISTING GAS MAIN.

WHEREAS, it is necessary for casing to be placed over an existing gas main near the Great Miami River Trail and Monroe Bicentennial Commons; and

WHEREAS, said gas line is located within an area owned by the City of Monroe; and

WHEREAS, Council deems it necessary to grant an easement for the replacement of casing to protect the existing gas line.

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

SECTION 1: Council hereby grants an easement to Duke Energy Ohio, Inc. for the replacement of casing over an existing gas main as described in 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: _____

EASEMENT

Return Recorded Document To: OR Colan, 255 Taylor Station Rd. Ste. 100 Columbus, OH 43213

STATE OF OHIO
COUNTY OF BUTLER
PARCEL ID # C1800016100004, C1800016100005, C1800012000035,
C1800012000034, C1800012000054,

LINE NO. _____
PROJECT NO. AW2133

THIS "**EASEMENT**" is made and granted as of this ____ day of _____, 2022, from **CITY OF MONROE, OHIO**, an Ohio municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**", **Duke Energy**).

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Butler, Ohio, as more particularly described in the instrument recorded in Book 9099, Page 1365, Butler County Registry (the "**Property**"), located in S 5, T 2, R 3 and S 35 & 36, T 3, R 3.

NOW, THEREFORE, Grantor for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy Ohio, Inc., its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**"). For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Permanent Easement. A perpetual easement generally fifty (50') feet wide for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of the Property designated "Permanent Easement" on the Survey (the "**Permanent Easement Area**").

Temporary Access Easement. A temporary access easement for the purposes of ingress, egress, and regress, upon, over, and across that portion of the Property designated "Temporary Access" on the Survey (the "**Temporary Access Easement Area**"), which temporary right shall terminate upon Duke Energy placing all natural gas pipelines and appurtenant facilities for which this temporary access easement is given in service and release of Duke Energy from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits.

Duke Energy shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Temporary Access Easement Area (including, without limitation, grading, graveling, and installing culverts). Duke Energy may install gates within the Temporary Access Easement Area, provided that Grantor has a reasonable means of using any roads, driveways, or gates locked by Duke Energy. Grantor shall assume all risk associated with Grantor's use of any roads, driveways, or gates within the Temporary Access Easement Area.

Upon the termination of the Temporary Access Easement as described herein, Duke Energy shall restore the Temporary Access Easement Area to substantially the same condition as it existed prior to Duke Energy's entry thereon, ordinary wear and tear excepted, unless upon the written request of Grantor, Duke Energy shall leave any road and/or driveway constructed by Duke Energy in place for the continued future use and maintenance by Grantor, in which case Grantor shall assume all liabilities, costs or expenses associated with any road and/or driveway and shall be solely responsible for any damages to said road and/or driveway. The rights granted for the temporary access easement will expire on July 1, 2022.

Duke Energy's Use. Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Duke Energy and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with the rules and regulations of the Ohio Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Duke Energy prior to making any change in use of the Easement Areas, which approval shall not be unreasonably withheld, conditioned, or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Duke Energy's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Duke Energy, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Duke Energy.

Damages. Duke Energy shall be responsible for actual physical damage to: (1) the land within the Property and Easement Areas; and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, provided that such damage must be caused by Duke Energy in exercising the rights granted herein, and provided further that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to, as nearly as can be reasonably done, the same condition as prior to Duke Energy's use of the Easement Areas. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Duke Energy to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Duke Energy thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by the undersigned that the person securing this grant on behalf of Duke Energy is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Duke Energy.

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable mortgage and tenant interests.

To have and to hold said rights, privileges, and Easements unto Duke Energy, its affiliates, successors, and assigns. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

MUNICIPALITY OF MONROE

By: _____

Name: _____

Title: _____

STATE OF OHIO

COUNTY OF _____

I, _____, a Notary Public for _____ County, _____, certify that
_____ personally came before me this day and acknowledged that he (or she)
is _____ of Municipality of Monroe, and that he (or she), in such capacity, being authorized to do
so, executed the foregoing Easement on behalf of the municipality.

Witness my hand and official seal this the ____ day of _____, 2022.

[NOTARY SEAL]

_____ Sign

_____ Print

My commission expires: _____



- NOTE
1. CONTRACTOR MAY CLEAR AND GRADE AS NECESSARY WITHIN THE ACCESS ROUTE. THE CONTRACTOR MUST RESTORE SITE BACK TO ORIGINAL CONDITIONS AT THE COMPLETION OF THE PROJECT.

NO.	DATE	REVISION(S) DESCRIPTION	BY	CHK	APPD	DESCRIPTION	APPROVALS
A	10/20/2021	30% PRELIMINARY DRAWINGS	ALS	CTL	SJP	AREA CODE	DATE SIGNATURE / INITIALS REGIONAL ENGINEER
						ACCOUNT NUMBER	DATE SIGNATURE / INITIALS MGR TECH REC & STD
						PROJECT NUMBER	DATE SIGNATURE / INITIALS PRINCIPAL ENGINEER
						DRAWING BY	
						CHECKER	
						SIGNATURE	



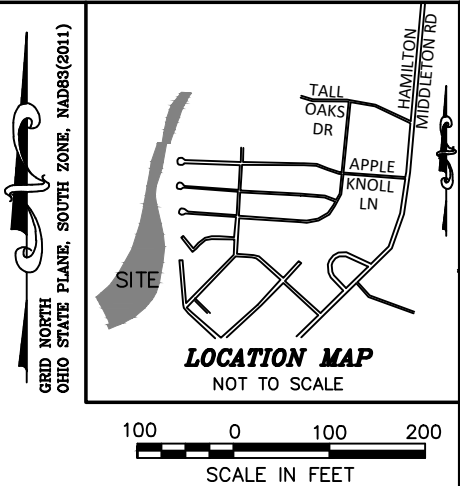
COPYRIGHT 2018
CORP. OFFICE 4720 PIEDMONT ROW DRIVE
CHARLOTTE, NC 28210

BUTLER COUNTY - PH 1 C210 & LP07
BC-5 CASING ACCESS PLAN
BUTLER COUNTY, OHIO

REF. DWG(S)		
SHEET	18	DWG SCALE AS NOTED
DWG DATE	10/20/2021	STATION ID -
DRAWING NUMBER		REVISION
PNG-C-042-0001085		A
DISCIPLINE / RESOURCE CENTER / LINE NUMBER		

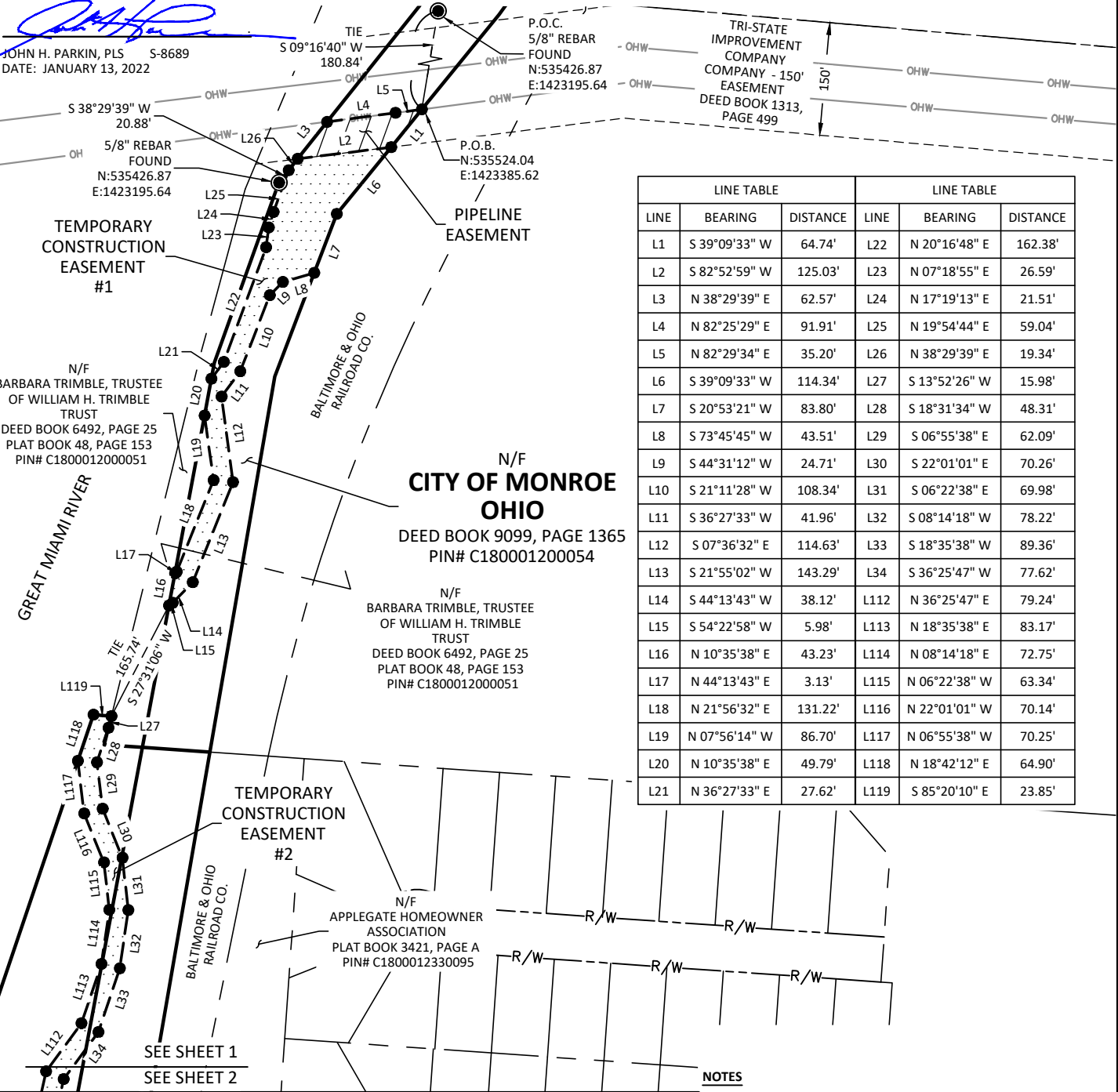
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TCE #2	4.787	208,503
TCE TOTAL	5.390	234,774

EXHIBIT A



CERTIFICATION

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LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 39°09'33" W	64.74'	L22	N 20°16'48" E	162.38'
L2	S 82°52'59" W	125.03'	L23	N 07°18'55" E	26.59'
L3	N 38°29'39" E	62.57'	L24	N 17°19'13" E	21.51'
L4	N 82°25'29" E	91.91'	L25	N 19°54'44" E	59.04'
L5	N 82°29'34" E	35.20'	L26	N 38°29'39" E	19.34'
L6	S 39°09'33" W	114.34'	L27	S 13°52'26" W	15.98'
L7	S 20°53'21" W	83.80'	L28	S 18°31'34" W	48.31'
L8	S 73°45'45" W	43.51'	L29	S 06°55'38" E	62.09'
L9	S 44°31'12" W	24.71'	L30	S 22°01'01" E	70.26'
L10	S 21°11'28" W	108.34'	L31	S 06°22'38" E	69.98'
L11	S 36°27'33" W	41.96'	L32	S 08°14'18" W	78.22'
L12	S 07°36'32" E	114.63'	L33	S 18°35'38" W	89.36'
L13	S 21°55'02" W	143.29'	L34	S 36°25'47" W	77.62'
L14	S 44°13'43" W	38.12'	L112	N 36°25'47" E	79.24'
L15	S 54°22'58" W	5.98'	L113	N 18°35'38" E	83.17'
L16	N 10°35'38" E	43.23'	L114	N 08°14'18" E	72.75'
L17	N 44°13'43" E	3.13'	L115	N 06°22'38" W	63.34'
L18	N 21°56'32" E	131.22'	L116	N 22°01'01" W	70.14'
L19	N 07°56'14" W	86.70'	L117	N 06°55'38" W	70.25'
L20	N 10°35'38" E	49.79'	L118	N 18°42'12" E	64.90'
L21	N 36°27'33" E	27.62'	L119	S 85°20'10" E	23.85'

NOTES

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LEGEND

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- EASEMENT POINT
- PK NAIL FOUND
- REBAR FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SUBJECT PARCEL
- ADJOINER
- SUBJECT EASEMENT
- R/W STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXISTING EASEMENT
- OVERHEAD UTILITY LINE

Providing Solutions

6 EAST CHESTNUT STREET, SUITE 206
AUGUSTA, MAINE 04330
207-530-9999
WWW.ENCOMPASSSERVICES.COM

DUKE ENERGY OHIO, LLC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF MONROE OHIO

HAMILTON MIDDLETOWN RD, MONROE
BUTLER COUNTY, OHIO

SITE #: 115996

DATE: 1/13/2022
DRAWN BY: JLT
CHECK BY: BJP

SCALE: 1" = 200'
DEED: 9099-1365
PLSS: S36-T3N-R3W

139 EAST FOURTH STREET
CINCINNATI, OH 45202
TELEPHONE NO. (800)544-6900

LAND UNIT:

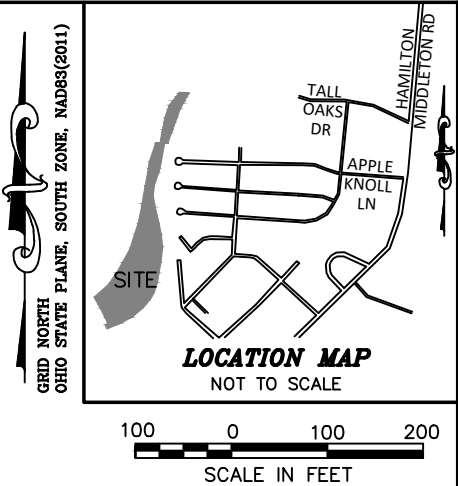
TRACT #:

LSC MAP #: 115996-007367

1 OF 4

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
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TCE #2	4.787	208,503
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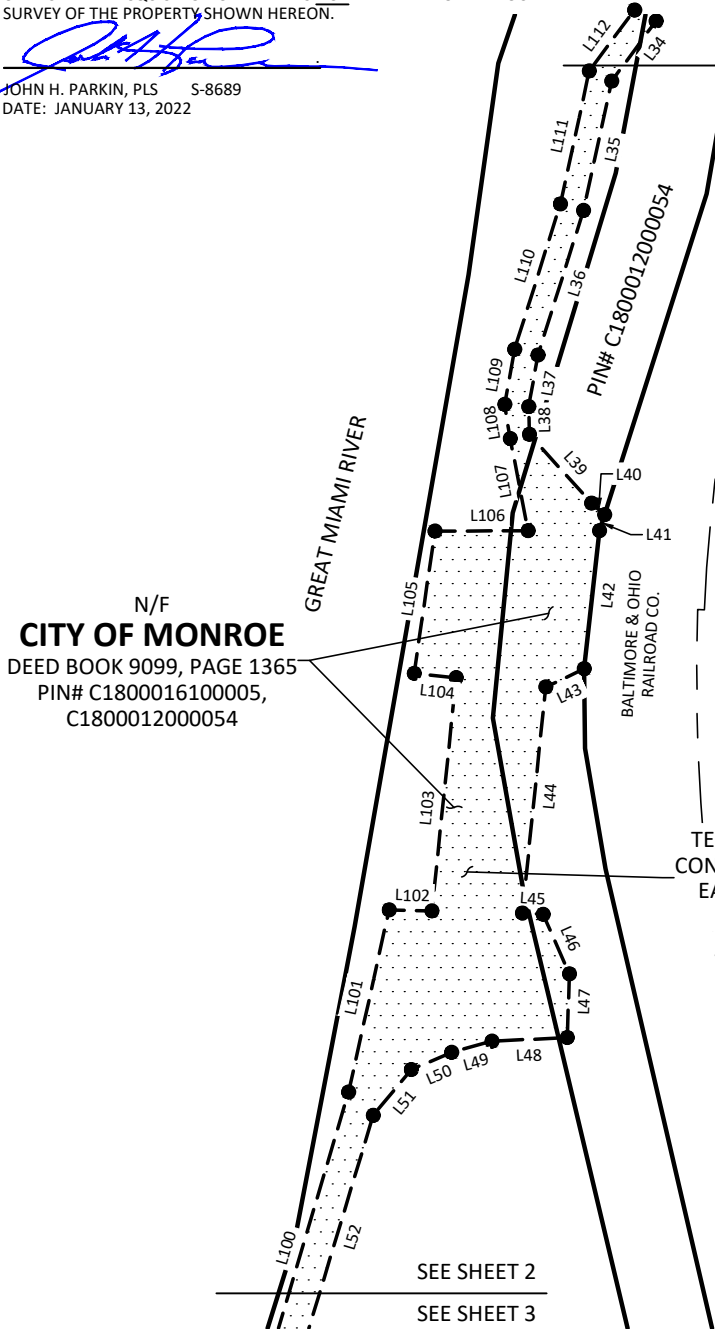
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JOHN H. PARKIN, PLS S-8689
DATE: JANUARY 13, 2022



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L34	S 36°25'47" W	77.62'	L50	S 66°56'54" W	45.72'
L35	S 12°18'31" W	138.04'	L51	S 39°39'56" W	61.92'
L36	S 17°29'25" W	157.71'	L52	S 16°48'13" W	316.93'
L37	S 10°10'34" W	54.74'	L100	N 16°31'13" E	331.73'
L38	S 01°25'30" E	28.70'	L101	N 12°34'08" E	194.44'
L39	S 42°06'35" E	96.57'	L102	S 88°37'29" E	44.61'
L40	S 48°31'02" E	18.15'	L103	N 05°56'21" E	244.20'
L41	S 17°40'36" W	17.56'	L104	N 84°03'39" W	43.97'
L42	S 06°17'34" W	144.69'	L105	N 08°16'12" E	149.55'
L43	S 64°37'05" W	44.29'	L106	N 89°41'37" E	97.09'
L44	S 05°56'21" W	236.70'	L107	N 10°57'09" W	97.63'
L45	S 86°45'47" E	21.69'	L108	N 09°12'46" W	36.15'
L46	S 23°51'56" E	67.84'	L109	N 10°10'34" E	58.18'
L47	S 01°59'15" W	66.36'	L110	N 17°28'33" E	158.75'
L48	S 87°14'39" W	78.57'	L111	N 12°16'04" E	141.68'
L49	S 74°26'20" W	43.62'	L112	N 36°25'47" E	79.24'

NOTES

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- SUBJECT PARCEL
- ADJOINER
- SUBJECT EASEMENT
- R/W STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXISTING EASEMENT
- OVERHEAD UTILITY LINE

Providing Solutions

6 EAST CHESTNUT STREET, SUITE 206
AUGUSTA, MAINE 04330
207-530-9999
WWW.ENCOMPASSSERVICES.COM

DUKE ENERGY OHIO, LLC
EASEMENT EXHIBIT

EASEMENT ACROSS THE LAND OF
CITY OF MONROE OHIO

HAMILTON MIDDLETOWN RD, MONROE
BUTLER COUNTY, OHIO

SITE #: 115996

DATE: 1/13/2022
DRAWN BY: JLT
CHECK BY: BJP

SCALE: 1" = 200'
DEED: 9099-1365
PLSS: S36-T3N-R3W

139 EAST FOURTH STREET
CINCINNATI, OH 45202
TELEPHONE NO. (800)544-6900

LAND UNIT:

TRACT #:

LSC MAP #: 115996-007367

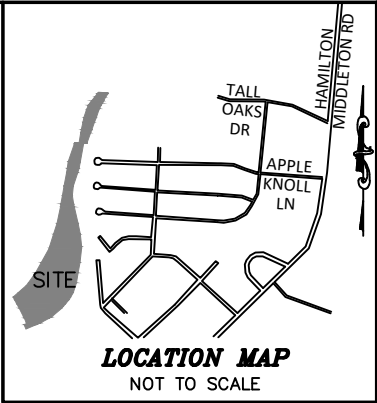
2 OF 4

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.128	5,559
TCE #1	0.603	26,271
TCE #2	4.787	208,503
TCE TOTAL	5.390	234,774

EXHIBIT A



GRID NORTH
OHIO STATE PLANE, SOUTH ZONE, NAD83(2011)



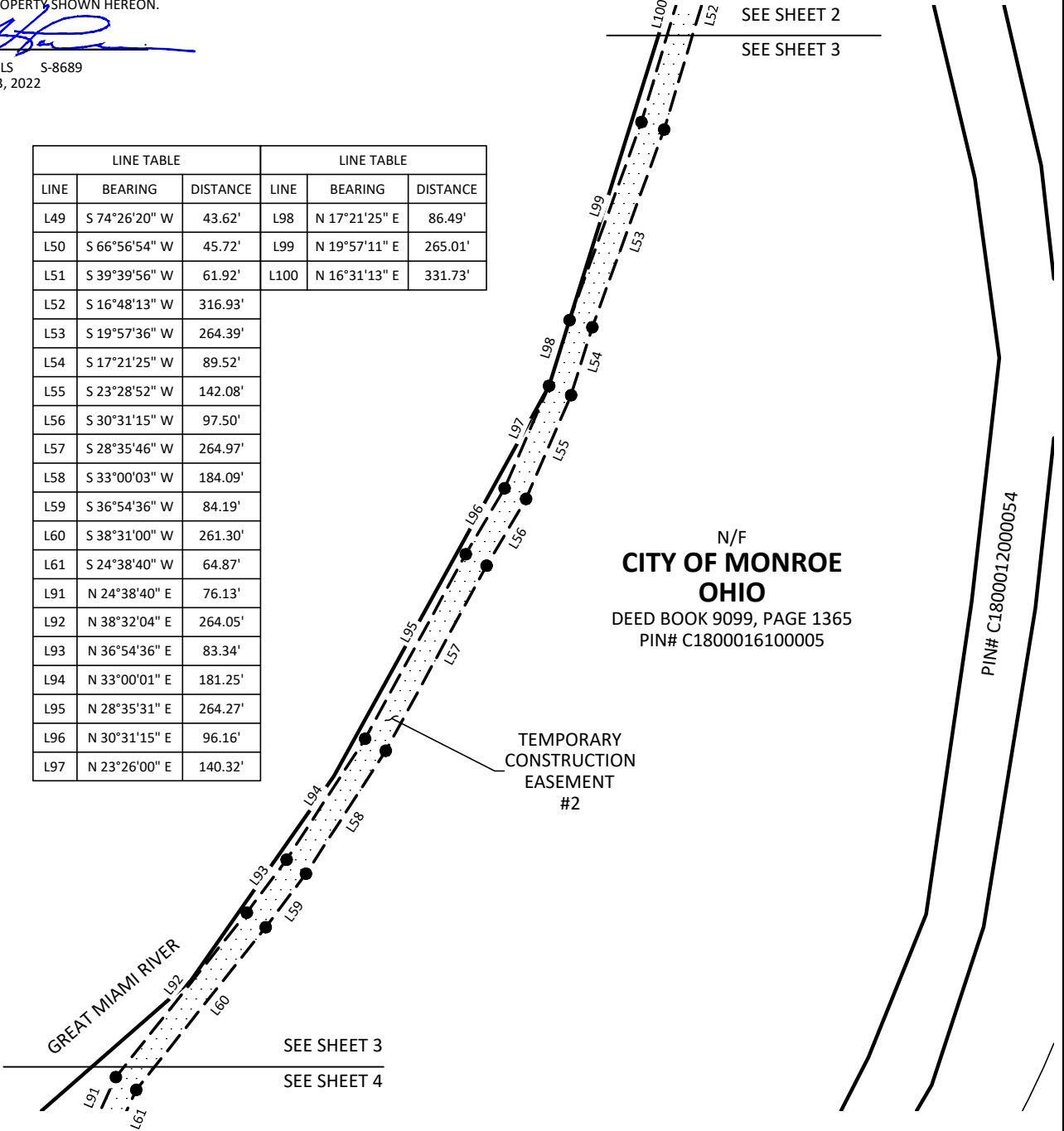
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[Signature]

JOHN H. PARKIN, PLS S-8689
DATE: JANUARY 13, 2022

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L49	S 74°26'20" W	43.62'	L98	N 17°21'25" E	86.49'
L50	S 66°56'54" W	45.72'	L99	N 19°57'11" E	265.01'
L51	S 39°39'56" W	61.92'	L100	N 16°31'13" E	331.73'
L52	S 16°48'13" W	316.93'			
L53	S 19°57'36" W	264.39'			
L54	S 17°21'25" W	89.52'			
L55	S 23°28'52" W	142.08'			
L56	S 30°31'15" W	97.50'			
L57	S 28°35'46" W	264.97'			
L58	S 33°00'03" W	184.09'			
L59	S 36°54'36" W	84.19'			
L60	S 38°31'00" W	261.30'			
L61	S 24°38'40" W	64.87'			
L91	N 24°38'40" E	76.13'			
L92	N 38°32'04" E	264.05'			
L93	N 36°54'36" E	83.34'			
L94	N 33°00'01" E	181.25'			
L95	N 28°35'31" E	264.27'			
L96	N 30°31'15" E	96.16'			
L97	N 23°26'00" E	140.32'			



N/F
CITY OF MONROE
OHIO
DEED BOOK 9099, PAGE 1365
PIN# C1800016100005

TEMPORARY
CONSTRUCTION
EASEMENT
#2

NOTES

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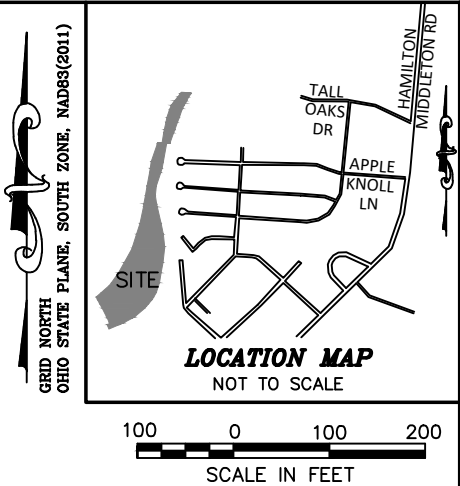
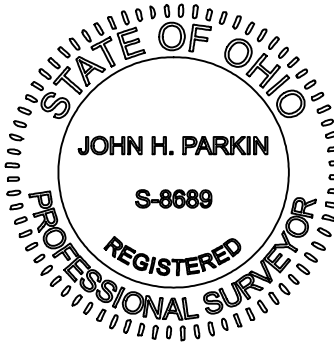
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LAND UNIT: TRACT #: LSC MAP #: 115996-007367

3 OF 4

AREA TABLE		
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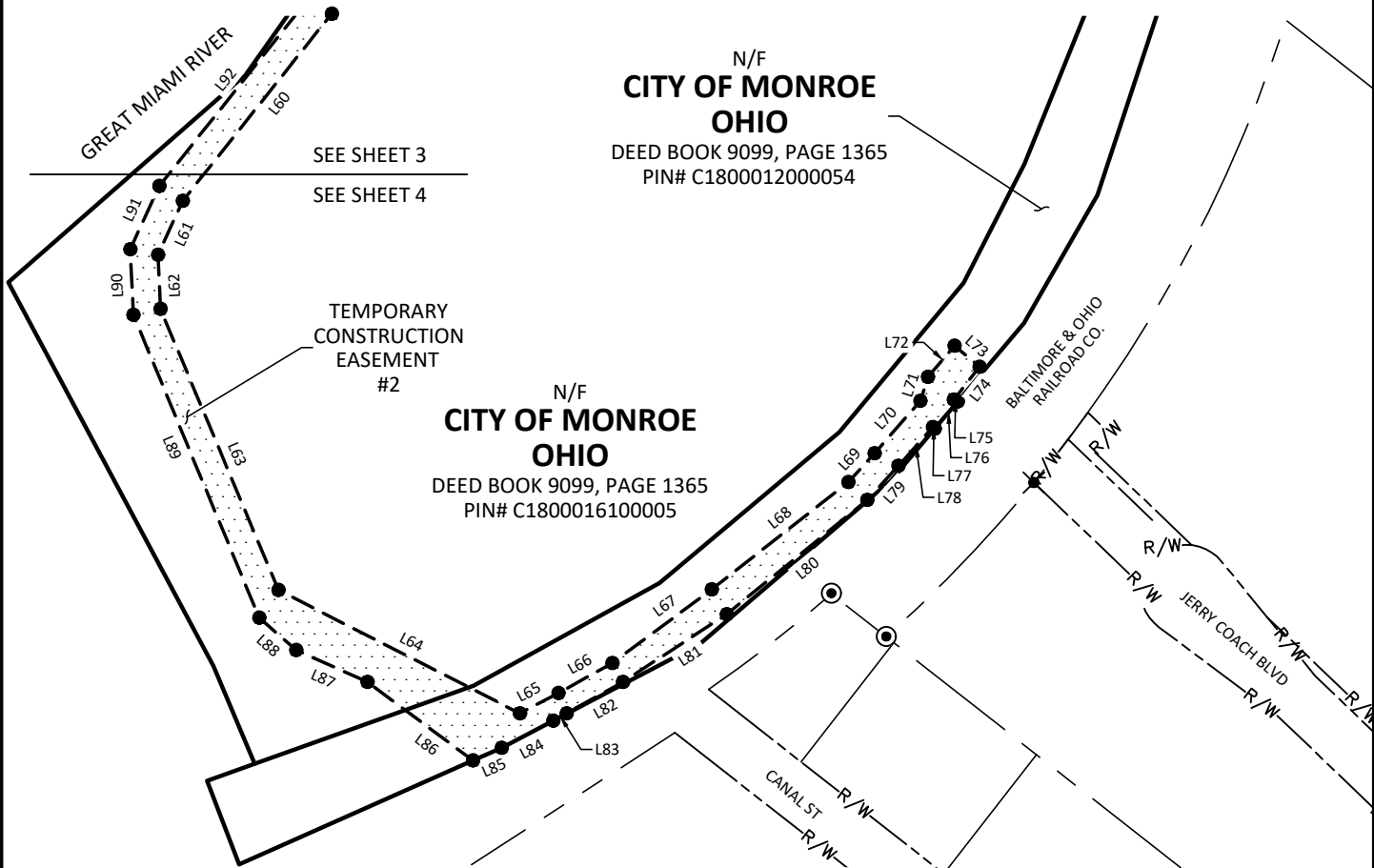
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L61	S 24°38'40" W	64.87'	L68	N 51°50'11" E	189.99'	L75	S 65°09'07" E	4.77'	L82	S 60°52'11" W	70.39'	L89	N 22°34'35" W	358.57'
L62	S 02°39'54" E	59.37'	L69	N 42°16'53" E	42.58'	L76	S 40°13'39" W	38.93'	L83	S 60°47'01" W	16.63'	L90	N 02°39'54" W	71.75'
L63	S 22°44'43" E	333.16'	L70	N 41°09'39" E	76.01'	L77	N 49°25'38" W	2.68'	L84	S 62°23'33" W	63.81'	L91	N 24°38'40" E	76.13'
L64	S 62°57'34" E	296.29'	L71	N 17°23'17" E	27.51'	L78	S 41°40'53" W	56.65'	L85	S 66°03'58" W	34.30'	L92	N 38°32'04" E	264.05'
L65	N 62°18'51" E	47.63'	L72	N 40°43'05" E	44.79'	L79	S 42°26'48" W	50.49'	L86	N 53°18'55" W	143.79'			
L66	N 60°53'20" E	67.46'	L73	S 49°50'49" E	35.69'	L80	S 50°51'54" W	197.99'	L87	N 65°56'51" W	85.33'			

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SITE #: 115996

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SCALE: 1" = 200'
DEED: 9099-1365
PLSS: S36-T3N-R3W

LAND UNIT:

TRACT #:

LSC MAP #: 115996-007367

4 OF 4



Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")

Duke Energy - Ohio ("Duke")

Project Name: Butler County Improvements Phase 1 Project Number: AW2133

Project Tract #: Consideration: \$1,000

Landowner: Municipality of Monroe % Ownership: 100.00%

Pay to the Order of: Municipality of Monroe

Deliver Check To: 233 S. Main St. Phone: 513-539-7374

Monroe, OH 45050

In consideration of the right(s) of way and/or easement(s) dated _____, 2021 (collectively, "Easement") granted by Landowner to Duke, Duke agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")	\$21,000
------------------------------------	----------

PERMANENT (G662)	Acres	%FMV		
Permanent Easement Area	0.000	0%		\$0
Perm. Access Easement Area				\$0
USSE Area				\$0
Flare Site Easement Area				\$0
PERMANENT TOTAL				\$0

TEMPORARY (G663)	Acres	%FMV		
TCE Area	0.000	0%		\$0
Temp. Access Easement Area				\$1,000
TEMPORARY TOTAL				\$1,000

CROP DAMAGES (G656)	SELECT ONE:		☐ Anticipated Damages		☐ Post-Construction Damages	
	Type	Acres	Yield per Acre	Price per Yield Unit		
Crops						\$0
Timber						\$0
CROP DAMAGE TOTAL						\$0

DAMAGES (G656)	SELECT ONE:		☐ Anticipated Damages		☐ Post-Construction Damages	
Detailed Description of Damages						
DAMAGES TOTAL						\$0

GRAND TOTAL	\$1,000
-------------	---------

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Duke removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Ohio law.

Landowner:

Date:

(SIGN)

(PRINT)

(SIGN)

(PRINT)

Land Agent:

(SIGN)

(PRINT)

Blueberries	Pine
Christmas Trees	Hardwood
Corn	
Cotton	
Hay	
Hemp	
Peanuts	
Sod	
Soy	
Strawberries	
Sweet Potatoes	
Tobacco	
Tomatoes	
Wheat	



Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")

Duke Energy - Ohio ("Duke")

Project Name:

Butler County Improvements Phase 1

Project Number:

AW2133

Project Tract #:

Consideration:

\$30,986

Landowner:

Municipality of Monroe

% Ownership:

100.00%

Pay to the Order of:

Municipality of Monroe

Deliver Check To:

233 S. Main St.

Phone: 513-539-7374

Monroe, OH 45050

In consideration of the right(s) of way and/or easement(s) dated _____, 2021 (collectively, "Easement") granted by Landowner to Duke, Duke agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$21,000			
PERMANENT (G662)					
		Acres	%FMV		
Permanent Easement Area		0.128	100%	\$2,688	
Perm. Access Easement Area				\$0	
USSE Area				\$0	
Flare Site Easement Area				\$0	
PERMANENT TOTAL				\$2,688	
TEMPORARY (G663)					
		Acres	%FMV		
TCE Area		5.390	25%	\$28,298	
Temp. Access Easement Area				\$0	
TEMPORARY TOTAL				\$28,298	
CROP DAMAGES (G656)					
		SELECT ONE:			
		☐ Anticipated Damages ☐ Post-Construction Damages			
		Type	Acres	Yield per Acre	Price per Yield Unit
Crops					\$0
Timber					\$0
CROP DAMAGE TOTAL					\$0
DAMAGES (G656)					
Detailed Description of Damages		SELECT ONE:			
		☐ Anticipated Damages ☐ Post-Construction Damages			
DAMAGES TOTAL					\$0
GRAND TOTAL					\$30,986

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Duke removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Ohio law.

Landowner:

Date:

(SIGN)

(PRINT)

(SIGN)

(PRINT)

Land Agent:

(SIGN)

(PRINT)

Blueberries	Pine
Christmas Trees	Hardwood
Corn	
Cotton	
Hay	
Hemp	
Peanuts	
Sod	
Soy	
Strawberries	
Sweet Potatoes	
Tobacco	
Tomatoes	
Wheat	

EMERGENCY RESOLUTION NO. 06-2022

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$3,442.50 TO THE CENTER FOR LOCAL GOVERNMENT AND DECLARING AN EMERGENCY.

WHEREAS, a purchase order was not opened prior to the receipt of the invoice for the 2022 membership dues.

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

SECTION 1: A Then-and-Now Certificate in the amount of \$3,442.50 to The Center for Local Government is hereby approved.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 07-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND WOOLPERT, INC. FOR IMAGERY/LIDAR ACQUISITION.

WHEREAS, the City desires to enhance the current GIS Program with new aerial imagery of impervious surfaces, hydrography, and other imagery to accurately capture the entire corporate limits.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional services engineering agreement by and between the City of Monroe and Woolpert, Inc. for Imagery/LiDAR Acquisition pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on _____ day of _____, 2022, between Woolpert, Inc. and City of Monroe, Ohio ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: 2022 City of Monroe QL1 20 ppsm Lidar Project ("Project"), all as described below (This agreement for services is to be performed in conjunction with the Ohio State Imagery Program: CSP#0A1177):

1. Scope: Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, as may be supplemented from time to time by separate Task Orders, which will always intend to reference and incorporate this Agreement. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service, including the calculation of the additional fee in accordance with the labor schedule identified within Woolpert's proposal.

2. Schedule: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the schedule described within Client's request and/or solicitation for services described within Attachment C. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. Budget: Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services based upon the Project budget and/or Programming described within Client's request and/or solicitation for services as described within Attachment B. Client understands that a modification to the budget may reasonably impact Woolpert's planned resource allocation, and that additional service and/or fee may be required to achieve the contemplated budget variance or value-engineered savings.

4. Fees: Client agrees the total compensation due Woolpert for its professional service demonstrated in Attachment A is described within Attachment B. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement, without subsequent consequence, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

5. Insurance: Woolpert maintains an insurance program, at its sole cost and discretion, which includes continual coverage for both professional and commercial liability. When required by a written

document, and if permitted by applicable law and/or industry regulation, Woolpert will accommodate specified terms and condition and/or afford additional insured status upon its applicable policies. Client shall be responsible for the costs of insurance required by the project that is beyond Woolpert's typical insurance program. A project-responsive copy of Woolpert's ACORD specimen is available upon Client's request.

6. Communication: Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement.

7. Coordination: Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget, or quality.

8. Change Management: Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information, and belief available.

9. Documentation: Woolpert and Client agree to reasonably maintain and store Project documentation that adequately describes the contemporaneous milestones, circumstances, and/or decisions related to the applicable scope and/or obligations required of this Agreement.

10. Issues: Woolpert and Client agree to timely identify and disclose all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget, or quality is mitigated and/or remediated as timely and cost-efficiently as possible.

11. Integration: This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

City of Monroe, Ohio:

Signed: _____

Name: _____

Title: _____

Woolpert, Inc.:

Signed: _____

Name: Shelly Carroll

Title: Geospatial Market Director

- Attachments A (Scope), B (Compensation), C (Schedule), D (Deliverables), and Terms and Conditions, are incorporated herein by reference and expressly made part of this Agreement.
- This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

Attachment A: Scope of Services

Client's Representative

Kelly Wright, MS, GISP
City of Monroe
233 South Main Street, Monroe, Ohio 45050
Ph: 513.727.8953 ext. 1408
wrightk@monroeohio.org

Woolpert's Representative

Primary

Brian Stevens, CP, GISP
One Easton Oval, Suite 310, Columbus, Ohio 43219
Ph. 614.827.6155
brian.stevens@woolpert.com

Secondary

Jennifer Sturges, CPSM
Project Manager
1203 Walnut Street, 2nd Floor, Cincinnati, Ohio 45202
Ph. 513.527.2516
jen.sturges@woolpert.com

Project Area and Understanding

The project area consists of the City of Monroe ($\pm$ 16.0 squares miles), along with a 100-foot buffer outside of the City boundary. Woolpert understands the City of Monroe is interested in several base mapping options to enhance their current GIS program:

- Ground Control
- 3-inch 4-band (R,G,B,NIR) Orthoimagery
- QL1 20ppsm Lidar Data
- Buildings and Secondary Structures
- Impervious Surface Mapping
- Contours at 1-foot Intervals



Project Approach

Woolpert will utilize the following to support the generation of the Base Mapping data:

- Existing Client Data (i.e., City Boundary, Planimetric Data)
- New 2022 QL1 20ppsm Lidar data
- New 2022 3-inch Orthoimagery
- Existing and New 2022 Ground Control
- USGS Hydrologic Unit Code (HUC) 12 Drainage Area Polygons and National Hydrography Data (NHD)
- 20-Acre and 6-Acre Catchment sizes

Ground Control

Woolpert will incorporate existing ground control if available and obtain new ground control points and check points as photo-identifiable points (PID). PID points are more environmentally friendly and avoid unnecessary public intrusion and interference in the community compared to traditional targets. PID points will be located on clear, well-defined locations that are photo identifiable from the appropriate scale. The PID points will be semi-permanent (an X etched in concrete, PK nail, or 18" rebar with cap). New control points will be GPS-observed and will be consistent with second-order horizontal and third order vertical control. This will be sufficient to meet the required accuracy necessary to support the subsequent 3-inch orthoimagery and planimetric/topographic mapping deliverables, developed to meet the American Society for Photogrammetry and Remote Sensing (ASPRS) standards.

Datum

Imagery, planimetric, and contour mapping for the project will be referenced to the Ohio State Plane Coordinate System, South Zone, expressed in U.S. Survey Feet.

- Horizontal Datum: North American Datum of 1983 (NAD83) using the latest state approved HARN adjustment
- Vertical Datum: North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey (NGS) GEOID03 model



Aerial Imagery

Woolpert will obtain new aerial imagery of the project area, weather permitting, during the spring 2022 flying season. Woolpert will make every attempt to capture this imagery during the available timeframe, however; the collection may need to be delayed until the fall of 2022 due to weather and ground conditions. Together, Woolpert and the city's representative will determine the correct course of action if the acquisition needs to be postponed.

Woolpert will obtain new 4-band (R,G,B,NIR) aerial imagery covering the entire project area using a digital camera system. The aerial imagery will be captured to produce 3-inch pixel orthoimagery.

All imagery will be collected during leaf-off conditions for deciduous vegetation in the southern Ohio region (weather permitting). The sun angle will be 25-degrees or greater, and streams will be within their normal banks unless otherwise negotiated. During flight planning and acquisition, a significant effort is made to limit clouds, snow, fog, haze, smoke, or other ground obscuring conditions in the imagery. In no case will the maximum cloud cover exceed 5% per image. Within the immediate areas of power plants or factories, some steam or smoke and/or shadows may be visible on imagery.

QL1 Lidar Data

Also during the spring 2022 flight season, Woolpert will acquire new aerial lidar data covering the entire land area of the City of Monroe. In the event that weather postpones the spring 2022 flight, Woolpert, in accordance with the USGS guidelines will continue acquisition during the fall 2022 "leaf-off" flight season.

The lidar data will have a point density average of 20-points/square meter. Vertical accuracy of the lidar data will conform to the USGS QL1 Standard (10.0-cm RMSE) and be assessed and reported in accordance with the guidelines developed by the National Digital Elevation Program (NDEP) and subsequently adopted by the ASPRS. This implies control data of a higher accuracy and independent of the lidar processing will be used to assess the NVA (Non-vegetated Vertical Accuracy) of the Bare Earth Terrain as well as the VVA (Vegetated Vertical Accuracy) in predetermined land-cover types (i.e. brush lands, forested canopy, tall weeds). The lidar data will be "hydro-flattened" per the USGS specification. At a minimum, final products will consist of LAS1.4 Unclassified Swath data not to exceed 2-gb in size, LAS1.4 Classified Tiles (classes 1-non-ground, 2-bare earth, 7-outlier, 9-water, 10-breakline proximity, 17-overlap non-bare-earth, and 18-overlap bare earth), 0.5-meter Digital Elevation Model (DEM) in ERDAS IMG format, Hydrologically Flattened Breaklines in ESRI Shapefile format, Survey Control data in ESRI Shapefile format, Tile Index in ESRI Shapefile format, Per Product FGDC Metadata in XML format, and a project report detailing acquisition, survey, and processing.

DEM products will have waterbodies hydrologically flattened. 2D breaklines developed to indicate the edges of waterbodies will be "draped" onto the 3D lidar surface and assigned a constant elevation at or just below ground elevation. For breaklines defining river polygons, the water surface elevation will be equal bank-to-bank and maintain a downhill gradient.

Orthoimagery

Using the lidar derived DEM, Woolpert will produce new project-wide color 4-band, 8-bit digital orthoimagery with a 3-inch pixel resolution. The orthophoto tiling format will follow a modular layout, with each image covering 1,250-feet x 1,250-feet and defined by even coordinate grid lines. Orthoimagery tiles will be clipped to eliminate overlap between adjacent tiles. Woolpert will use a machine assisted interactive for tone balancing and image mosaicking. Full image tiles will be used throughout the project. The digital orthoimagery will be produced and delivered in GeoTIFF format with a TIFF world file for geo-referencing.

Accuracy

The orthoimagery data will be produced to meet the ASPRS "Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0 2014)" for a 15-cm RMSE_x / RMSE_y Horizontal Accuracy Class, which equates to Positional Horizontal Accuracy = ± 36.72 -cm (1.20-feet) at a 95% confidence level, with a mosaic seamline mismatch of no greater than 30-cm (0.98-foot) equivalent to 4 pixels.

Planimetric Mapping Features

Woolpert will use both machine assisted and interactive feature extraction to produce the Building/Secondary Structures and Impervious Surface Mapping (ISM).

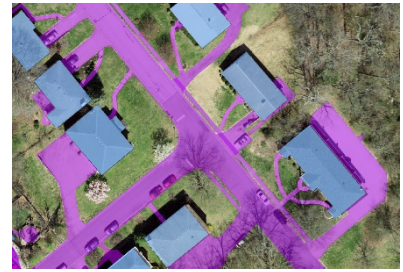
Buildings and Secondary Structures

- Buildings (includes buildings greater than 10-feet x 10-feet. Building footprints will be a polygon with an average height elevation along with lowest adjacent grade elevation).
- Secondary Structures (gas station canopies or large awnings greater than 10-feet x 10-feet)

Impervious Surfaces

Impervious surfaces consist of the edge of concrete, asphalt, pavers, and other impervious surfaces. All ISM polygon features will be produced as a single polygon feature class. Features include:

- Public Sidewalks
- Private Sidewalks
- Paved Roads
- Paved Public and Private Parking Lots
- Paved Public and Private Driveways
- Concrete Pads (greater than 10-feet X 10-feet)
- Recreational – (pave cart paths, bike paths and athletic tracks)



Accuracy

The impervious surface data set will be produced to meet ± 36.72 -cm (1.20-feet) accuracy at a 95% confidence level.

Hydrography

Elevation derived hydrography is a method of generating highly detailed and accurate surface water networks from lidar data. Elevation derived hydrography data is similar to traditional perennial hydrology, with the following benefits:

- Improved positional accuracy
- Denser flow networks that include ephemeral streams
- Produced for the same cost and timeframe as traditional methods

Elevation derived hydrography datasets can be summarized as follows:

- All hydrography features within the flow network are connected and flowing toward a single outlet
- All features are topologically correct, snapping where they meet, without gaps or overlaps
- Waterbodies fall within hydroflattened cells of the DEM and one or more of the Geomorphic Indicator layers generated from the DEM. They are delineated to meet a size requirement mutually agreed upon at project start
- Line features fall within visible channels of the DEM, and/or within one or more of the Geomorphic Indicator layers generated from the DEM. They are segmented where features intersect and/or attributes change

Inputs

Woolpert will use the most recent lidar digital elevation model (DEM) available to generate hydrography and the Geomorphic Indicator datasets applied in data inspection. Existing orthoimagery, the U.S Geological Survey National Hydrography Dataset (NHD) and Watershed Boundary Dataset (WBD) will serve as additional inputs and quality control.

As part of the delineation process, multiple Geomorphic Indicator datasets (GMIs) will be generated from the elevation data. GMIs classify each pixel on the landscape according to how that pixel most likely interacts with other pixels to form surface flow. GMI datasets will be used as editing and quality control references.

Method

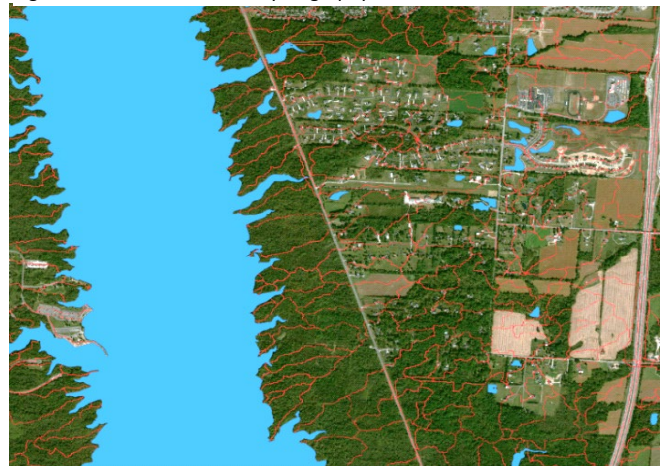
Machine-assisted processing will produce a surface water flow network covering the project area, averaging two (2) to four (4) times the density of the existing NHD data for a given area. Surface water features contributing to the flow network will be traceable both upstream and downstream. Surface water features not contributing to the flow network (i.e., sinks, depressions) will not be included in the final dataset.

Features will be attributed according to the USGS “Elevation-Derived Hydrography—Representation, Extraction, Attribution, and Delineation (READ) Rules”.

Figure 1 - Existing NHD



Figure 2 - Elevation Derived Hydrography



Perennial Features (Visible Water)

Woolpert will delineate perennial hydrography features consisting of:

- Waterbody (Polygon) – River, lake, pond, reservoir, or other areas with an open surface of visible water
- Swamp/Marsh (Polygon) – An open surface of visible water with vegetation
- Stream (Line) – Single Line of visible water
- Canal/Ditch (Line or polygon)– Human-made flows of visible water

Ephemeral Features (Non-Visible Water)

Woolpert will delineate ephemeral features that have natural surface flows contributing to the flow network:

- Ephemeral streams in developed areas (i.e., suburban, commercial, industrial) that:
 - Demonstrate flow within 20-acre catchment areas (this is comparable to Strahler Stream Order 5/6), and
 - Continue as natural surface flows through culverts, underground pipes, and bridges to other delineated features
- Ephemeral features in agricultural fields that:
 - Demonstrate flow within 6-acre catchment areas (this is comparable to Strahler Stream Order 7/8), and
 - Continue as natural surface flow to perennial streams and waterbodies

Woolpert will not delineate ephemeral features that flow into non-visible and/or engineered areas such as:

- Storm water inlets
- Curb inlets
- Catch basins
- Impervious roads with no visible exit to natural surface streams

Other Features

Woolpert will delineate other surface water features that enable the connectivity of the flow network, including:

- Artificial path – Line feature approximating the flow centerline through a waterbody
- Connector – connector between two water features, such as a culvert or pipeline
- Dam/Weir – linear feature that represents a man-made barrier constructed to hold back water

Attribution Guidelines

Hydrography features will be attributed according to the USGS “Elevation-Derived Hydrography—Representation, Extraction, Attribution, and Delineation (READ) Rules”.

Table 1 - Polygon Features Attribute Table Example

Field Name	Description
OBJECTID	Unique feature identifier
Shape	PolygonZ
FClass	NHD Class code
EClass	NHD Class code
FCode	NHD feature code (ex. 39000 or 46000)
Desc	Feature description (i.e., Lake/Pond or Stream/River)
Source	Elevation dataset collection name, date, and quality level
Method	Description of collection method
UserCode	TBD
Comments	TBD

Table 2 - Line Features Attribute Table Example

Field Name	Description
OBJECTID	Unique feature identifier
Shape	PolylineZ
FClass	NHD Class code
EClass	NHD Class code
FCode	NHD feature code (ex. 33400, 46800, 55800, or 34300)
Desc	Feature description (i.e., Artificial Path, Drainageway, Dam/Weir)
Source	Elevation dataset collection name, date, and quality level
Method	Description of collection method
UserCode	TBD
Comments	TBD



Specifications

Woolpert will produce an elevation derived hydrography dataset in USGS Geodatabase template format that includes:

- 3D (x,y,z) coordinates for each feature vertex
- Connectivity as a single flow network
- Monotonicity (flowing downhill)
- Streams greater than 16-feet in width will be represented by a waterbody polygon:
 - Hydro-flattened and level bank-to-bank
 - Gradient elevation following the immediately surrounding terrain
- Waterbodies 1-acre or larger will be delineated and hydro flattened with a single elevation
- Waterbodies will have an artificial path (approximate centerline) feature connecting their inlet and outlet
- Headwaters that are waterbodies will have an artificial path starting in their center and connecting their outlet
- Feature intersections will be a shared vertex with a single elevation
- Entire water surface edge must be at or just below the immediately surrounding terrain

Accuracy Assessment

USGS has prescribed relative positional accuracy as the measure of quality for elevation derived hydrography. Relative positional accuracy indicates how well features in one dataset align with another. It is not a measure of how positionally accurate the DEM is, or of how accurate features are in direct relation to the earth surface.

The authoritative source for assessing the relative positional accuracy of elevation derived hydrography is the input DEM. Thus, hydrography feature positions may not exactly match imagery or other datasets, especially if the date of the two data collections differs.

- Vertical Accuracy
 - All lines and waterbody edges will be at or just below the elevation value of the immediately surrounding terrain, within 1-meter of the location on the bare-earth DEM
 - Exceptions to this requirement are features that are used to preserve flow network connectivity (i.e., culverts, pipelines)
- Horizontal Accuracy
 - Line features will fall within visible channels in the DEM within a 90% confidence level. Linear features outside a visible channel will be limited to 10% of the data and will not be positioned more than 3-meters from a channel.
 - Waterbody features will fall within a hydroflattened area or a waterbody boundary visible in the DEM within a 90% confidence level. Waterbodies outside these areas will be limited to 10% of the data, and will be no more than 3-meters from a hydroflattened cell or visible boundary.
 - Exceptions to this requirement are feature vertices adjusted to maintain monotonicity (network flow)

1-Foot Contours

Woolpert will auto-generate 1-foot contours over the entire county plus a 100-foot buffer. Although automated generation results in a much more accurate contour layer, it may also affect the aesthetic look of the contours – contours may have a rougher appearance than cartographic-compiled contours. Woolpert does take extra steps to mitigate topology errors or outliers that may be introduced.

The State of Ohio Imagery and Lidar Program has adopted the ASPRS “*Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0 2014)*”. Under these standards, contours do not have an accuracy metric applied to them –they are considered a “graphic representation of the surface.” The accuracy standard does apply to lidar points and DEMs.

Accuracy of the Derived DEM: The ASPRS accuracy (ACCZ) of the derived DEM is calculated and reported in three (3) ways:

- RMSEz (Non-Vegetated): The required RMSEz is: ≤10-cm.
- Non-Vegetated Vertical Accuracy (NVA) The required NVA is: ≤19.6-cm at a 95% confidence level, derived according to NSSDA, i.e., based on RMSEz of 10-cm in the “open terrain” and/or “urban” land cover categories.
- Vegetated Vertical Accuracy (VVA): The required VVA is: ≤29.4-cm at a 95th percentile level, derived according to ASPRS Guidelines, Vertical Accuracy Reporting for Lidar Data, i.e., based on the 95th percentile error in Vegetated land cover categories combined (Tall Grass, Brush, Forested Areas).

Approximately 67% of all measurements are within 10-cm (3.9-inches) and 95% within 19.6-cm (~7.7 inches) on hard un-obstructed surfaces. Approximately 95% (with 5% unrestricted outliers) of all measurements are within 29.4-cm (~11.6 inches) in vegetated land cover categories combined (Tall Grass, Brush, Forested Areas). This does not include swamps or wetlands.

Contours should be used as a visual guide only. Without an applied accuracy, contours may not be the best choice for analytical purposes such as cross-sections, profiles, volumetric calculations, cut and fill calculations, grading, water modeling, and hazardous spill models. Lidar and/or the lidar derived DEM are suitable sources for these analytics.

Attachment B: Fee

The project fee is based upon work task and will be considered as “lump-sum” fee per task. Woolpert will invoice the county each month based upon percent complete. All invoices are to be paid within 30 days.

• Aerial Acquisition	\$13,752.00
• Ground Control	\$0.00
• Orthoimagery.....	\$ 8,309.00
• Lidar Processing	\$3,404.00
• Buildings.....	\$12,034.00
• Impervious Surface Mapping	\$13,876.00
• Hydrography	\$12,925.00
• Contours	\$6,230.00
• Total Fee	\$70,530.00

Attachment C: Schedule

Woolpert will deliver the orthoimagery within 120 days after completion of the ground control and aerial mission.

Woolpert will deliver all products within 180 days after completion of the ground control and aerial mission.

Attachment D: Deliverables

Woolpert will deliver an Esri geodatabase that can be incorporated into the County’s existing GIS system containing the following:

- One set of color 4-band, 8-bit digital orthoimagery with 3-inch pixel resolution in GeoTIFF format
- One set of QL1 lidar data in .las format
- One report detailing lidar data acquisition, survey, and processing
- Hydro-flattened Digital Elevation Model (DEM) in GeoTIFF format with accompanying TIFF world file
- Buildings and Secondary Structures in ESRI geodatabase formatImpervious Surfaces in ESRI geodatabase format
- One set of citywide hydrography in ESRI geodatabase format
- 1-foot Contours in ESRI geodatabase format
- One set of FGDC compliant metadata

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to resubmit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty business days after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

TERMS AND CONDITIONS

Client agrees to provide Woolpert, and timely supplement, all agreements that may relate to or affect the Project's programming, design, delivery and/or administration before Woolpert begins its service, or at such time when an agreement first becomes available. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service.

In recognition of the relative risks, rewards and benefits of the Project to both Woolpert and Client, the risks have been allocated such that Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs, to the extent caused by Woolpert's negligent errors or omissions, such that Woolpert's total aggregate liability shall not exceed Woolpert's fee, or Twenty-Five Thousand Dollars, whichever is greater.

Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Both Woolpert and Client agree that each will perform its respective service and obligations with the degree of skill ordinarily exercised by members of the same profession, practicing under the similar circumstances. Woolpert and Client expressly disclaim any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold.

Drawings, specifications, documents, and data prepared or collected by Woolpert may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

In the event of Client's termination, suspension, or abandonment of the project, Woolpert will be compensated for services actually furnished through the date notice was received. Client's failure to make payments or substantially perform its obligations under this Agreement may be deemed material non-performance and sufficient cause for Woolpert to suspend or terminate its service, without subsequent consequence, provided Woolpert delivers written notice of Client's breach and at least 10 days have passed upon Client's receipt.

Client acknowledges that additional Project costs may result due to the imperfect nature of the intended improvement and that the actual Project cost may exceed the allocated Project budget. Client agrees to prepare and plan for contingencies, clarifications and

modifications that may impact both the cost, schedule and/or quality of the Project.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage related to the project or this Agreement, which shall include, without limitation, loss of use, profits, business or income or any other consequential damage incurred. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement.

Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of goods or services from the United State, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits in order to comply with the requirements imposed by such requirements, Woolpert's performance will be excused and the parties will terminate this Agreement for convenience.

Information contained in data, if any, furnished by Woolpert is dynamic and may change over time. These data are not better than the original sources from which they were derived. It is the responsibility of the data user to use the data appropriately and within the limitations of the data for which it was requested and prepared, in general, and these data in particular. Related graphics are intended to aid the data user in acquiring relevant data. Woolpert gives no warranty, expressed or implied, as to the accuracy, reliability, or completeness of any data. It is strongly recommended that any data are directly acquired from a Woolpert server, and not indirectly through other sources which may have changed the data in some way. Although data have been processed successfully upon Woolpert's computer system, no warranty, expressed or implied, is made regarding the utility of the data on another system, or for general or scientific purposes; nor shall the act of distribution constitute any such warranty. This disclaimer applies both to individual use of the data and aggregate use with other data.

This Agreement is to be governed by and construed in accordance with the laws of the state where the project is situated, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction based upon the project's location.



Proposal for:

markerc@monroeohio.org

MONROE FIRE DEPT

6262 HAMILTON MIDDLETOWN RD

MIDDLETOWN Ohio 45044

Prepared by:

Peter Landry

peter.landry@stryker.com

12/15/2021



MONROE FIRE DEPT-"2" LP-15v2's Upgrade/Trade for "2" LP-15v4's for ARPA

Quote Number: 10424485

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: MONROE FIRE DEPT

Rep: Peter Landry

Attn: markerc@monroeohio.org

Email: peter.landry@stryker.com

Phone Number:

Mobile: 614-701-8678

Quote Date: 12/15/2021

Expiration Date: 12/31/2021

Delivery Address

Name: MONROE FIRE DEPT

Account #: 1253253

Address: 6262 HAMILTON
MIDDLETOWN RD

MIDDLETOWN

Ohio 45044

End User - Shipping - Billing

Name: MONROE FIRE DEPT

Account #: 1253253

Address: 6262 HAMILTON
MIDDLETOWN RD

MIDDLETOWN

Ohio 45044

Bill To Account

Name: MONROE FIRE DEPT

Account #: 1195289

Address: 233 S MAIN ST

MONROE

Ohio 45050

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$18,365.00	\$36,730.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$512.00	\$1,024.00
4.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$240.80	\$481.60
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$73.00	\$146.00
6.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$16.80	\$33.60
7.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$19.20	\$38.40
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$26.40	\$52.80
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$38.40	\$76.80
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$256.00	\$512.00
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$45.60	\$91.20
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$65.60	\$131.20



**MONROE FIRE DEPT-"2" LP-15v2's
Upgrade/Trade for "2" LP-15v4's for ARPA**

Quote Number:	10424485	Remit to:	Stryker Medical P.O. Box 93308 Chicago, IL 60673-3308
Version:	1	Rep:	Peter Landry
Prepared For:	MONROE FIRE DEPT Attn: markerc@monroeohio.org	Email:	peter.landry@stryker.com
		Phone Number:	
		Mobile:	614-701-8678

Quote Date: 12/15/2021
Expiration Date: 12/31/2021

Equipment Total:	\$39,317.60
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Price Totals:

Grand Total:	\$39,317.60
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Comments:

Loyalty Program V1/V2 Promo - Trade included. Pricing good through December 15th 2021.

Prices: In effect for 90 days
Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

INSIGHT PIPE CONTRACTING, LLC

724-452-6060
Fax: 724-452-3226

232 E. Lancaster Road
Harmony, PA 16037

December 31, 2021

City of Monroe, OH
Attention: Warren Barnes & Gary Morton
1000 Holman Drive
Monroe, OH 45050

Email: barnesw@monroeohio.org
mortong@monroeohio.org
Office: (513) 727-8953

**RE: Lawton Ave. Culvert Lining
24" Diameter CIPP Liner**

Dear Warren:

Below is the price quote for the above referenced project. In order to proceed with this work, please sign in the space provided, and return to our office via Fax at 724-452-3226 at your earliest convenience.

We appreciate the opportunity to provide our services. Please contact our office if you have any questions.

REVISED PRICE QUOTE

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
70 LF (Minimum 70 LF)	Lining 70 LF of 24" diameter storm sewer with 24" dia. x 10.5 mm Premier Pipe, U.S.A. Cured-in-Place Pipe. Price includes all equipment, labor and material. Liner to be processed using steam to cure the liner. Others to dredge out the area at the end of the pipe	\$240.00/LF	\$16,800.00
Each	Reinstatement of service laterals. Does not include grout. (None indicated)	\$350.00/EA	
Each	Remote removal of Break-in-connections as directed by others.	\$450.00/EA	
Per HR	Heavy cleaning (any cleaning after initial 2 jet passes)	\$450.00/HR	
Per HR	CCTV inspection of segments not lined	\$450.00/HR	

Work to be performed when Insight Pipe Contracting is working in the area.

Notes/Exclusions:

1. Attached "Summary of Work".
2. No fuel surcharge will be applied to this job.
3. Price **does not** include IPC employees being paid Prevailing Wage.
4. Others to supply access to all manholes/catch basins for 20 Ton 2-Wheel drive Vehicle.
5. Others to supply water for pipe cleaning, inversion and processing.
6. Others to provide dump site for debris removed from the cleaning operations.
If no dump site provided, then city will pay for tipping fees at landfill and an hourly rate of \$250.00/hour will apply for transporting debris to and from landfill.

7. Others responsible for providing manifest for debris if one is required by landfill for the execution of the work.
8. Others to provide traffic control and acquire work easements, right of ways and permits. Traffic Control to be in compliance with the Department of Transportation. Any downtime due to non-compliant traffic maintenance, will result in a charge for time and material.
9. Others to provide bypass pumping for lining of the sewer segments.
10. The Cured-in-Place liner will conform to the existing pipe, thus all deformations will remain the same as the host pipe.
11. Price includes initial closed circuit televising (CCTV) to determine if pipe is in an acceptable condition to be lined. If pipe is determined to be unacceptable for lining, then CCTV Inspection at the above hourly rate will apply.
12. The existing condition of the pipe will determine the amount of roots/debris that can be removed. The pipe condition may also cause the root removal/cleaning equipment to become lodged. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.
13. Proof of general liability insurance to be provided upon request (excluding additional insured).
14. **Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any host pipe failures or collapses during any of the cleaning, CCTV, and/or lining activities. If this does occur, others will be responsible for the removal of the equipment and/or Insight Pipe Contracting, LLC's time and material to remove the equipment.**
15. All service laterals that cannot be verified as a capped service per CCTV mainline camera will be reinstated unless written authorization by the owners representative is provided denying reinstatement. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents, or insurance carriers will be responsible for any backups or damages resulting from the authorized non-reinstatement of the lateral connection.
16. The lining process uses Styrene Based Resin, thus odors may be associated with the lining process. Neither Insight Pipe Contracting, LLC, nor any of its representatives, agents or insurance carriers will be responsible for any complaints or issues associated with the lining activities.
17. Customer will be required to pay for material and/or manufacturing costs if the job should be cancelled after contract has been signed and material has been ordered.

The signing of this price quote constitutes the agreement to the terms and conditions and becomes the contract between Insight Pipe Contracting, LLC and its customer. The customer also agrees to complete a credit application and provide a copy of its Performance and Payment bonds, if applicable. If a separate contract or written agreement is required by the customer this price quote will be amended to reflect the change in scope, terms and conditions of such contract or agreement. Upon review and approval of the credit application the contract will be executed and the information forwarded to our Operations Department for scheduling.

PRICE QUOTE IS GOOD FOR 30 DAYS

Insight Pipe Contracting, LLC will only store electronic and hard copies of CCTV reports, documents and project data for 60 days after completion of project. Full and final payment is to be made to Insight Pipe Contracting LLC within 30 days after completion of the above mentioned work (video evidence to confirm date and completion of project). A finance charge of 1.5% per month will apply on all overdue invoices.

Sincerely,

John Sebolt

John Sebolt
Service Representative

Authorized Signature to Proceed with Work

Date

Title

Printed Name

Purchase Order Number

Bill to Information (if different from above):

Company Name

Address

Phone Number

Attachments: Summary of Work

122021.pricequote.monroe.oh.cmf.js.lining

PROJECT: City of Monroe, OH – Lawton Ave. Culvert Lining
RE: 24” Dia. CIPP Liner

SUMMARY OF WORK

Insight Pipe Contracting to provide labor, equipment and materials to perform Trenchless Rehabilitation per the following scope of work and attached price quote.

<u>Included</u>	<u>Not Included</u>
X	☐ Pre televising (per quote if not lined)
X	☐ Light cleaning (does not include concrete removal) (up to 2 jet passes)
X	☐ Heavy cleaning (does not include concrete removal) (per hourly rate per price quote)
X	☐ Internal service reconnection (does not include grout) (per price quote)
X	☐ Break-in-connection removal (per price quote)
☐	X Root removal
X	☐ Post televising
☐	X Traffic control
☐	X By-pass pumping (4 inch pump)
☐	X Air testing (via: during processing)
☐	X Hydrostatic testing (via: during processing)
X	☐ Pre and post video inspection tapes and reports
X	☐ Workers' compensation insurance
X	☐ Proof of general liability insurance to be provided upon request (excluding additional insured).
☐	X Performance bond
☐	X Payment bond
☐	X Maintenance bond
X	☐ One (1) year warranty letter
☐	X Permits, fees, license and special insurance requirements
☐	X Water supply for cleaning & installation
☐	X Disposal Site for debris removed from sewer lines.
☐	X Access (City to provide access for 20TN vehicles)
☐	X Point repairs necessary for installation of liner as well as repairs necessary due to collapsing while our crews are televising, cleaning, or lining pipe.
☐	X External service connections
☐	X Dewatering
X	☐ Personnel to familiarize us with project site
☐	X Prevailing wage to be paid IPC employees

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2295252		NEW		DON JULIO STREET FOOD LLC 3113 HERITAGE GREEN DR MONROE OH 45050
PERMIT NUMBER		TYPE		
ISSUE DATE				
01 07 2022				
FILING DATE				
D5		PERMIT CLASSES		
09	066	A	D28207	
TAX DISTRICT		RECEIPT NO.		

FROM 01/19/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 01/19/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/22/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 2295252**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONROE CITY COUNCIL
233 S MAIN ST
P O BOX 330
MONROE OHIO 45050



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov