Monroe Council Agenda
Regular Meeting
September 27, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes **–** Council Minutes of August 27, 2022 and September 13, 2022.

Visitors

Committee Reports

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

Old Business

Resolution No. 39-2022. A Resolution accepting the amounts as determined by the Budget Commission and authorize the necessary tax levies and certifying them to the County Auditor. (Second Reading)

Resolution No. 40-2022. A Resolution authorizing the City of Monroe to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act. (Second Reading)

Resolution No. 41-2022. A Resolution authorizing the City Manager to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at the Monroe Bicentennial Commons Park. (Second Reading)

New Business

Emergency Resolution No. 43-2022. A Resolution granting consent to the Ohio Department of Transportation for Bridge Inspection Program Services and declaring an emergency.

Resolution No. 44 -2022. A Resolution authorizing the City Manager to enter into a Mutual Police Aid Agreement by and between the City of Monroe and other political subdivisions.

Resolution No. 45-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural services for the development of a request for qualifications related to the design/build of a new public works facility.

Resolution No. 46-2022. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and CitizenLab, Inc. to provide an engagement strategy with citizens and businesses.

Resolution No. 47-2022. A Resolution authorizing the acceptance of the Curbside Solid Waste & Recycling Collection bid submitted by Rumpke Waste & Recycling through the Center for Local Government and authorize the City Manager to enter into an agreement for the acceptance of said bid.

Consideration of Motion ratifying the purchase of a truck for the Department of Fire in the amount of $64,197.50 from Force Inc. without formal bidding and advertising.

Consideration of Motion authorizing the expenditure of $33,600.53 for the price increase related to the East Avenue Water Main Replacement Project.

Administrative Reports

- Presentation – Turtlecreek-Monroe JEDD Update
- Presentation – Park Survey Questions
- Executive Session – Discuss the employment of a public employee

Adjournment

CITY OF MONROE OHIO

Monroe Council Agenda
Regular Meeting
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Approval of the Minutes – Council Minutes of August 27, 2022 and September 13, 2022.

Visitors

Committee Reports

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

Old Business

Resolution No. 39-2022. A Resolution accepting the amounts as determined by the Budget Commission and authorize the necessary tax levies and certifying them to the County Auditor. (Second Reading)

Background. The deadline to file this with the Butler County Auditor's office is October 1, 2022. Therefore, staff is requesting this be adopted as an emergency on the second reading.

Resolution No. 40-2022. A Resolution authorizing the City of Monroe to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act. (Second Reading)

Resolution No. 41-2022. A Resolution authorizing the City Manager to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at the Monroe Bicentennial Commons Park. (Second Reading)

New Business

Emergency Resolution No. 43-2022. A Resolution granting consent to the Ohio Department of Transportation for Bridge Inspection Program Services and declaring an emergency.

Priority: Well Managed Services and Infrastructure

Background. The Public Works Director is requesting Council approve the resolution that provides the City with this service at no cost. The City is required to annually inspect the bridges within its jurisdiction that it is responsible for. ODOT has contracted with a local engineering firm to perform these inspections. We currently have 12 bridges that the City is required to maintain. Should any of those bridges require maintenance after inspection, we would be eligible for funding through the State to assist in that work.

Resolution No. 44 -2022. A Resolution authorizing the City Manager to enter into a Mutual Police Aid Agreement by and between the City of Monroe and other political subdivisions.

Priority: Well Managed Services and Infrastructure

Background. The agencies in Butler County have had a long standing Mutual Aid Police Agreement and this legislation is an update to that agreement. This update was proposed by the Butler County Chiefs of Police Association after a review of similar agreements in neighboring counties and has been reviewed by the Butler County Prosecutor's Office. This agreement adds the provisions set forth in the Ohio Revised Code as it pertains to an officer's authority to arrest. The update includes language that better defines the authority for an on duty law enforcement officer to effect an arrest when they observe a crime in progress outside of the officer's jurisdiction. In addition, this agreement provides that an officer outside of their jurisdiction who makes that arrest shall preserve the crime scene, coordinate with the law enforcement agency who has jurisdiction and turn over the incident to that jurisdiction. This update better defines the ability of an officer to take law enforcement action if they observe a crime in progress while traveling through another jurisdiction or when they are called to provide mutual aid. There are no other significant changes to the mutual aid police agreement.

Resolution No. 45-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural services for the development of a request for qualifications related to the design/build of a new public works facility.

Priority. Strategic Growth and Development.

Background. The Public Works Director is requesting that we enter into an agreement with Alan Scherr Associates (ASA) for architectural services in regards to a new public works facility. ASA will prepare a request for qualifications document that the City will use to advertise and interview architectural firms for the role of criteria architect throughout the design and construction of a new public works facility. The cost for this service is $6,300.00. We are asking to approve $6,600.00 so there is a little extra for any reimbursable expenses.

Resolution No. 46-2022. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and CitizenLab, Inc. to provide an engagement strategy with citizens and businesses.

Priority. Communication and Interpersonal Connections.

Background. Previously, staff presented the idea of a citizen engagement strategy designed to provide feedback on City services across departments. City Council requested information on various platforms and approaches that could support these efforts.

After researching best practices and potential vendors, staff recommends that the City enter into an agreement with CitizenLab. CitizenLab is a Canadian company that is relatively new to this market and eager to work with communities of our size. They have experience with blending mail campaigns with digital campaigns, which staff felt was important in a community like Monroe that is just starting a formal engagement strategy. Additionally, CitizenLab is specifically focused on community surveys - several of the options that could have assisted the City were generally research-based or website-based companies that had some survey capabilities.

This contract allows for unlimited surveys across departments. Staff is recommending a three (3) year contract in order to drive down the annual cost while also giving ample time to refine and continuously improve our outreach efforts.

The annual cost for the contract is approximately $10,000 by entering into a 3 year contract. This cost is within budget parameters, and the project can start immediately without further appropriations.

Resolution No. 47-2022. A Resolution authorizing the acceptance of the Curbside Solid Waste & Recycling Collection bid submitted by Rumpke Waste & Recycling through the Center for Local Government and authorize the City Manager to enter into an agreement for the acceptance of said bid.

Background. The City's current contract with Rumpke for Curbside Solid Waste and Recycling Collection expires on January 31, 2023. Earlier this year we undertook a cooperative bidding process for the service through the Center for Local Government. The results of that bid (bid sheet included in packet) were discussed with the Finance Committee, who accepted staff's recommendation that we accept the bid of Rumpke at a cost of $17.90 per residential unit per month for a three-year period. Once accepted, current rates will be reviewed, and a new rate will be proposed that reflect the new cost to the City as this is a significant increase in contract cost from the current contract.

Consideration of Motion ratifying the purchase of a truck for the Department of Fire in the amount of $64,197.50 from Force Inc. without formal bidding and advertising.

Priority. Well Managed Services and Infrastructure.

Background. The Fire Chief is recommending the ratification of the purchase of the Battalion Chief vehicle that was discuss at the last Council meeting which allow for the quick response to this available vehicle.

Consideration of Motion authorizing the expenditure of $33,600.53 for the price increase related to the East Avenue Water Main Replacement Project.

CITY OF MONROE OHIO

Priority. Well Managed Services and Infrastructure.

Background. This legislation is for a price increase on the twelve-inch ductile iron pipe on the East Ave Water Main Project. This increase is once again a pass-through cost from the manufacturer of the material. Attached is a copy of the bill along with invoices from the supplier.

Administrative Reports

- Presentation – Turtlecreek-Monroe JEDD Update
- Presentation – Park Survey Questions
- Executive Session – Discuss the employment of a public employee

Adjournment

City Council Minutes
Special Meeting of Council
August 27, 2022 – 8:00 a.m.
233 South Main Street, Monroe, Ohio

Mayor Funk opened the special meeting of Council at 8:04 a.m. with the Pledge of Allegiance.

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

Mr. Bellapianta moved to excuse Mr. Callahan; seconded by Dr. Clark. Voice vote. Motion carried.

Staff members present: William J. Brock, City Manager; Robert Buchanan, Chief of Police; Jake Burton, Director of Finance; John Centers, Fire Chief; Gary Morton, Director of Public Works; Tom Smith, Development Director; Kacey L. Waggaman, Assistant City Manager; Jennifer Patterson, Assistant to the City Manager; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Mr. Brock stated today marks what starts for the 2024 budget and we will take feedback from Council and make sure Council receives the information needed. Mr. Brock would like the budget to be something that Council members can use to gauge the progress of the City and to keep informed of planned projects. It also serves as the document for staffing levels, numbers of vehicles and equipment, justification for purchases, and an explanation of major purchases. The budget will set the policy-creating document staff will use for the year and reflects Council's strategic priorities.

Mr. Brock advised that staff is not changing the budgeting completely. We are tying it into the strategic priorities set by Council. The process is being changed because Council, the environment, and needs have changed; Monroe is a growing community; there is more need for engagement in this process in where we are going and what we are doing; and there are more diverse opinions about how the City should grow from this point moving forward.

Mr. Brock asked Council what their expectations would be of a budget process.

Mayor Funk commented that in the past the City Manager would present Council with the budget and then it would be approved at a Council meeting. Council would set priorities in the previous year or sometimes in current year and then staff would try to pivot. Because Council was disengaged on how it actually impacted the budget, the City Manager would get asked six months later about something Council wanted to see done and ask why it wasn't. We are trying to alleviate that. Mayor Funk was of the opinion it is meetings like today that give Council an overview, but more than we received before. Three or four meetings like this to develop the following year's budget is good. It breaks down the presentation of information rather than giving Council the entire budget it will give us the periodic easier to digest and easier to understand and what is important to each department head their priority list.

Mr. Brock asked if more involvement with staff should be through all of Council or committees.

Mrs. McElfresh would like to see it through Council because in the past Council didn't understand when we approved the budget. She noted it would be important to engage Council throughout the process. If you are going to present a budget then each one of us would understand in its entirety.

Mayor Funk envisioned sitting in a meeting like this and the department heads give an overview on where they are heading. If we have big capital expenditures or staffing that is what we look at.

Mr. Brock asked where does the engagement with Council begin.

Mr. Frentzel understood the need to have all of Council involved and didn't want to take away from the normal budgetary process. He preferred to be more involved rather than getting handed the appropriation ordinance. There is some benefit to have some of the smaller details hammered out by a committee so that is already worked out and Council can amend it if needed.

Mrs. McElfresh it would be appropriate to have the details worked through committee and then share that information with all of Council periodically so everyone has an opportunity to ask questions.

Mr. Bellapianta felt it was important to hear the projections and needs from each department.

Mr. Wagner is in favor of the committees rather than a larger group and having seven different opinions all at once.

Mr. Brock brought up the benefits for Council to attend more training noting the committee structure hasn't functioned well in a long time.

Mr. Bellapianta referenced the four-inch binder Council received today and questioned what they were going to fill it with. He has faith in the City staff. He doesn't want to learn the budgeting process, but he does want to know what the projections are with each department. Mr. Brock pointed out that the names are on each binder and members of Council will put in there what they feel is important.

Mayor Funk agreed that Council doesn't need to know how to operationally budget for the City. If we understand the process we can understand how we can help or get something from the process.

Mr. Bellapianta stressed the importance of setting timelines and we know what is supposed to happen.

Mr. Brock explained staff had entered their numbers by the end of July and he and Mrs. Waggaman will meet department heads to understand what is in their budget as there is currently $26.9 million expenditures for 2023.

As a brief overview, Mr. Brock reported:

- The City Manager's office shows the addition of one additional person for the communications piece.
- Information Technology is moving from Finance and creating a division for various purposes.

- The increase in human resources is more of reimbursements for tuition or paramedic training and not the addition of personnel.
- Economic Development has a request for an additional staff person.
- Development has a big increase in the operating expenses for the zoning code update process next year.
- Engineering includes the City Engineer plus a full year of Civil Engineer and the addition of a second Administrative Assistant to cover engineering.
- Finance is a full year Director that wasn't in the past year.
- In Mayor's Court the Magistrate wasn't included in the budget.
- Dispatch not a big change.
- Building and Grounds as we have a lot more buildings to maintain.
- Park operations fund you will see increases there.
- Fire personnel the full year of battalion chief and the contract increases.

Mayor Funk noted the inclusion of what was approved, revised, and requested in 2022 to see what was approved the year prior.

Mrs. Waggaman is proposing another retreat in October to hear departments making presentations on their operations and budget requests.

Mr. Brock noted the October retreat will provide Council with a lot more information. It was the consensus to hold another budget retreat on October 29, 2022, at 8 a.m. at 601 South Main Street.

Mrs. Patterson reviewed the development and revenue being produced and advised that Council needs to make a decision on how they would like to move forward as the growth is slowing down.

Mrs. Waggaman explained the beginning of the process is programs of different pieces of our operation such as, patrol, pothole patching, and dispatching. We then we figure out how much it costs. Then each are prioritizing and the impact each operation has on other departments or externally. This makes sure that we are moving in the right direction. For the 2024 budget we would begin with a retreat in January of 2023 to make sure we are in line with the strategic priorities. Mrs. Waggaman briefly reviewed a proposed calendar for budget review in 2023 and would like the dates to be officially set in January of 2023.

There was general discussion and overview of the Priority Based Budgeting process and how Council is involved.

Mrs. McElfresh asked about the tax fund – 2% for public safety and parks as she requested a breakout for that and moving forward making sure we are able to justify those dollars.

Mrs. Waggaman replied Council needs to decide how they would like to see this applied in the future.

Council recessed for lunch at 11:30 a.m. and reconvened at 12:07 p.m.

Mr. Burton stated the capital tax fund was created in 2018 when the new income tax went into effect. The .15% shall be used for capital improvements, which is any property asset or improvement with a useful life of five years. Money was spent for debt payments, annual resurfacing, and vehicle lease payments. The vehicle lease payments will begin to come out of the General Fund pursuant to the recommendation of the auditors.

Mrs. Waggaman and Mrs. Patterson gave an example of what the budget presentations would look like for future retreats.

Mr. Brock referenced the communication and interpersonal connection priorities. We talked about using resources with the school district and they have moved forward with their own needs at this point. The bigger piece with the tools that we have is are we using them well and do we know what kind of message we want to delivery. There are our pieces of community strategies samples provided. It rolls into the emergency communication piece. For example, Council passed the Charter amendments and what have we done to communicate that so far? We have it in the newsletter, but what is the strategy? There is no direction to get this out there. With a defined communication strategy this is how we set up community groups, HOA's, sports associations, we have to learn how they receive information. What is the reach for our social media and is the newsletter effective? Then we can start wrapping staff around this is the strategy we use. Mr. Brock provided a proposal for a company that gives an outline to start crafting around what the community strategy will look like. If we are going to be serious about budget priorities we need to communicate better.

Mayor Funk asked about hiring a public information officer. Mr. Brock felt that was backwards because we need to define how we want to communicate. We do not know who you are hiring and they are going to come in and say this is how I have done it before and this is how we are going to do it. Mayor Funk understood and didn't want to hire an entry level person and supported Mr. Brock's recommendation.

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

The special meeting of Council adjourned at 1:48 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

Monroe Council Minutes
Regular Meeting
September 13, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Vice Mayor McElfresh 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, Christina McElfresh, and Ben Wagner.

Mr. Wagner moved to excuse Keith Funk; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Approval of the Minutes

Mr. Wagner moved to approve the Council Minutes of August 23, 2022; Finance Committee Minutes of August 23, 2022; Public Works Committee Minutes of August 25, 2022; and Public Involvement Committee Minutes of September 1, 2022; seconded by Mr. Frentzel. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

None.

New Business

Emergency Resolution No. 35-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and The Kleingers Group for professional engineering services to upgrade the existing 6 inch water main along Mason Road to a 12 inch water main and declaring an emergency.

Mr. Morton reported this project will be designed this year and ready to bid in January for a 12 inch water main to Pierson Sayer Boulevard. He further reported this main helps with water flow issues on the east side of the Interstate.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Resolution No. 35-2022 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. 35-2022 by title only.

Mr. Wagner moved to adopt Emergency Resolution No. 35-2022; seconded by Mr. Frentzel.

Discussion. Referencing Emergency Resolution No. 35-2022 and 36-22, Mr. Frentzel stated it seems they are tied together.

Mr. Morton explained the existing 6 inch water main needs replaced under Mason Road as we have a lot of water main breaks and it does not provide sufficient water. Mr. Morton confirmed Mr. Frentzel's understanding that it is not a temporary main as this is needed regardless of the evaluation of the water distribution system.

Mr. Callahan stated he was in the Public Works Committee meeting and was advised they wanted to come down Carson through Bridle Creek all the way under the Interstate at an estimated cost of $3 million. Mr. Callahan asked, during the Committee meeting, if water could be purchased from Warren County. Mr. Brock had advised there is a 16 inch water main in Warren County that is close. Mr. Callahan was of the opinion the City could purchase water from Warren County. He preferred to table this and find out the cost from Warren County to purchase water.

Mr. Morton advised these are two separate projects. He further advised that the next piece of legislation is, in part, the result of the existing contract with Butler County up for renewal in 2024. Mr. Morton provided an explanation of the different size lines and the importance for loops and sufficient water supply to businesses east of Interstate of 75.

Mr. Morton confirmed Mr. Frentzel's understanding that due to the problems on Mason Road it is more sufficient to replace the existing 6 inch line with a 12 inch line due to the development in that area.

Mr. Bellapianta asked if the next Resolution should be decided on prior to deciding on this Resolution or if they are two different projects.

Mrs. Waggaman advised the replacement of the 6 inch main with a 12 inch main is needed regardless if the study is performed. Mr. Morton noted this main is west of Interstate 75.

Roll call vote: six ayes. Motion carried.

Emergency Resolution No. 36-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Fishbeck for professional engineering services to evaluate options for the water distribution system east of Interstate 75 and declaring an emergency.

Mr. Wagner informed Council this is a study because we are growing rapidly and Fishbeck already has the water model and it would cost significantly more to have a new model built.

Mr. Frentzel asked if the study will look at the farm in Warren County in the event it is developed over the next 5 to 10 years. Mr. Morton replied that Fishbeck will obtain information from Warren County and the model will give us that information.

Mr. Callahan asked if Butler County decides not to provide us water will we be able to utilize Warren County. Mr. Morton advised we can get water from Warren County.

In response to Mr. Callahan's question, Mr. Morton advised the City's water plant was disassembled approximately 12 years ago.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Resolution No. 36-2022 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. 36-2022 by title only.

Mr. Wagner moved to adopt Emergency Resolution No. 36-2022; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Emergency Resolution No. 37-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Butler Technology and Career Development Schools for School Resource Officer services and declaring an emergency.

Chief Buchanan reported this is for a fulltime School Resource Officer for Butler Tech beginning tentatively on October 24, 2022.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Resolution No. 37-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Frentzel.

The Clerk of Council read Emergency Resolution No. 37-2022 by title only.

Mr. Wagner moved to adopt Emergency Resolution No. 37-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

CITY OF MONROE OHIO

Emergency Resolution No. 38-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Monroe Local District for School Resource Officer services and declaring an emergency.

Chief Buchanan noted this is for the two School Resource Officers at the Monroe Local School District.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Resolution No. 38-2022 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. 38-2022 by title only.

Mr. Wagner moved to adopt Emergency Resolution No. 38-2022; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Resolution No. 39-2022. A Resolution accepting the amounts as determined by the Budget Commission and authorize the necessary tax levies and certifying them to the County Auditor.

Mr. Burton reported that following the filing of the annual Tax Budget with the County Budget Commission, the City is provided amounts and rates and City Council is required to accept these. He noted this is due back to the County by October 1st and will be requesting adoption as an emergency on the second reading.

Mr. Wagner moved to consider this the first reading of Resolution No. 39-2022 and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 39-2022 by title only.

Mr. Wagner moved to approve the first reading of Resolution No. 39-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Resolution No. 40-2022. A Resolution authorizing the City of Monroe to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

Mr. Burton stated to date the City has received $1,473,947.00; none of which has been appropriated or spent. The U.S. Treasurer issued a final rule how entities can spend these dollars. It allows governments to use a standard allowance of revenue replacement. You can use this up to $10 million. It allows us to spend this money on any government service and it will simplify the reporting requirements. Mr. Burton noted that the expenditures from this fund still need to come before Council.

Mr. Wagner moved to consider this the first reading of Resolution No. 40-2022 and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 40-2022 by title only.

Mr. Wagner moved to approve the first reading of Resolution No. 40-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Resolution No. 41-2022. A Resolution authorizing the City Manager to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at the Monroe Bicentennial Commons Park.

Mrs. Waggaman reported as a follow up to Mrs. Patterson's presentation, this allows Moeller Brew Barn to lease some equipment that was part of the former Americana Park.

Mr. Wagner moved to consider this the first reading of Resolution No. 41-2022 and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 41-2022 by title only.

Mr. Wagner moved to approve the first reading of Resolution No. 41-2022; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2022-26. An Ordinance amending and supplementing Ordinance No. 2022-22, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2022.

Mr. Burton reported the changes to the appropriations reflects the increase in cost for a generator for the fire department, the battalion chief's vehicle, and incentive to Moeller Brew Barn.

Mr. Wagner moved to suspend the rule requiring the reading of Ordinance No. 2022-26 on two separate days, authorizing 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 Ordinance No. 2022-26 by title only.

Mr. Wagner moved to adopt Ordinance No. 2022-26; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Emergency Ordinance No. 2022-27. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Mrs. Waggaman stated that this legislation and the next are for two different developments and we are adjusting the assessments. Every year a third-party reviews the debt payment and the assessments and it is amended annually so the County collects the appropriate amount.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Ordinance No. 2022-27 on two separate days, authorizing its adoption on the first reading, and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2022-27 by title only.

Mr. Wagner moved to adopt Emergency Ordinance No. 2022-27; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Emergency Ordinance No. 2022-28. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Ordinance No. 2022-28 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 Ordinance No. 2022-28 by title only.

Mr. Wagner moved to adopt Emergency Ordinance No. 2022-28; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Consideration of Motion authorizing the expenditure of $119,821.00 to Buckeye Power Sales for generators at Fire Station 61 and 62.

Chief Centers reported this is to replace the emergency generator that is currently over 20 years old at Station 62. Chief Centers clarified that it is just for one generator at Station 62.

Mr. Wagner moved to authorize the expenditure of $119,821.00 to Buckeye Power Sales for a generator at Fire Station 62; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion authorizing the additional expenditure of $10,300.00 for the previously approved Snow Plow Truck ordered in June of 2021.

Mr. Morton informed Council this truck was ordered in June of 2021 and the State of Ohio, through the Department of Procurement, has allowed these companies to charge additional prices for continued inflation. This is for the cab and chassis with the original price of $93,621.00.

Mr. Callahan was opposed to paying an additional amount.

Mr. Wagner moved to authorize the additional expenditure of $10,300.00 for the previously approved Snow Plow Truck ordered in June of 2021; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion scheduling a special meeting of Council for the purposes of a Budget Retreat on October 29, 2022, at 8:00 a.m.

Mr. Wagner moved to schedule a special meeting of Council for the purposes of a Budget Retreat on October 29, 2022, at 8:00 a.m.; seconded by Mr. Frentzel. Voice vote. Motion carried.

Consideration of Motion accepting the Finance Reports of May and June 2022 as submitted.

Mr. Wagner moved to accept the Finance Reports of May and June 2022 as submitted; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion requesting a hearing on the issuance of a D2 Liquor Permit to American Way BBQ Inc. located at 11 American Way.

No action taken.

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

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

Council adjourned into executive session at 7:47 p.m.

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

Council reconvened into regular session at 8:02 p.m.

Mr. Wagner moved to amend the agenda to consider Emergency Resolution No. 42-2022; seconded by Dr. Clark. Voice vote. Motion carried.

Emergency Resolution No. 42-2022. A Resolution to authorize the City Manager to enter a Collective Bargaining Agreement by and between the City of Monroe and the International Association of Firefighters, Local 3824, and declaring an emergency.

Mr. Wagner moved to suspend the rule requiring the reading of Emergency Resolution No. 42-2022 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. 42-2022 by title only.

Mr. Wagner moved to adopt Emergency Resolution No. 42-2022; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Administrative Reports

- Chief John Centers – Battalion Chief's Vehicle Options

Chief Centers requested approval from Council to waive the bid process for the purchase of a truck for the battalion chiefs. He has been unable locate a vehicle to lease and permit the modification of it. Waiving the bid process will permit the department to purchase a vehicle as they have exhausted all of their options and cannot locate a vehicle for lease.

Mr. Wagner moved to waive the bid requirements and authorize the purchase of a truck not to exceed $65,000; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Mrs. Waggaman reported that recently employees had active shooter training that prompted everyone to look at the security of the City Building. She sought Council's feedback on installing a key fob on the lower level lobby, Council Chamber's door, and the lower level employee entrance. She explained the kiosk could be relocated outside and they will be reviewing that.

There was no opposition from Council on the securing of the City Building.

Mr. Bellapianta referred to an email Council received from a property owner in Brittany Heights related to the concrete assessment project and asked if anyone was taking care of it. Mr. Morton believes it is resolved and is being handled by our Civil Engineer.

Adjournment

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

The regular meeting of Council adjourned at 8:22 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 43-2022

A RESOLUTION GRANTING CONSENT TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR BRIDGE INSPECTION PROGRAM SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe of Butler and Warren Counties, Ohio, hereinafter referred to as the Local Public Agency (LPA) has determined the need for the within described project.

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

<u>SECTION 1</u>: Being in the public interest, the LPA gives consent to the Director of Transportation for Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

<u>SECTION 2</u>: The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

> "The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).
>
> The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program."

<u>SECTION 3</u>: The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

<u>SECTION 4</u>: The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

SECTION 5: The City Manager is authorized to enter into contracts with the Director of Transportation which is necessary to complete the within described project.

SECTION 6: 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 promote highway safety and remain within the deadlines of the Ohio Department of Transportation. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:____________________

ATTEST:	APPROVED:
____________________	____________________
Clerk of Council	Mayor

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

GENERAL ENGINEERING SERVICES
Central Office, Office of Structural Engineering
Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for <u>Level 1</u> Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks
- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks
- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures
- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection
- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049, Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027, Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks in necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	**L =< 20’**	**20' < L =< 60’**	**60' < L =< 200'**	**L > 200'**	**Total**
Single Span	192	178	26	0	**396**
Multi-Span	24	20	31	14	**89**
Culvert	119	29	1	0	**149**
Truss	0	1	3	0	**4**
Fracture Critical Inspection	0	0	2	0	**2**
Underwater Inspection	0	0	0	0	**0**
Load Rating**	108	99	29	7	**243**

* Level 1 Bridge Inspection structures
** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L =< 20’	20' < L =< 60’	60' < L =< 200'	L > 200'	Total
Single Span	127	126	35	0	**288**
Multi-Span	22	25	37	20	**104**
Culvert	84	40	1	0	**125**
Truss	1	2	6	0	**9**
Fracture Critical Inspection	**0**	**0**	**3**	**0**	**3**
Underwater Inspection	**0**	**0**	**0**	**0**	**0**
Load Rating**	75	76	36	10	**197**

* Level 1 Bridge Inspection structures
** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L =< 20’	20' < L =< 60’	60' < L =< 200'	L > 200'	Total
Single Span	189	206	40	0	**435**
Multi-Span	11	11	37	21	**80**
Culvert	111	87	4	0	**202**
Truss	0	0	7	0	**7**
Fracture Critical Inspection	0	0	7	1	**8**
Underwater Inspection	0	0	0	0	**0**
Load Rating**	80	87	31	8	**259**

* Level 1 bridge inspection structures
** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L =< 20’	20' < L =< 60’	60' < L =< 200'	L > 200'	Total
Single Span	177	157	36	1	**371**
Multi-Span	29	45	49	14	**137**
Culvert	126	85	3	0	**214**
Truss	0	0	7	1	**8**
Fracture Critical Inspection	0	1	4	1	**6**
Underwater Inspection	0	0	0	0	**0**
Load Rating	103	101	43	8	**255**

* Level 1 bridge inspection structures
** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 $560,000
SP02 $530,000
SP03 $570,000
SP04 $590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.

2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.

3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.

   a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.

   b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.

   c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).

4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.

   a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.

b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.

c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.

d. All calculations related to the load rating.

e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24” x 30”), R12-H5 (30” x 48”), and R12-H7 (30” x 30”).

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
   a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
   b. Use an elevation view for trusses.

   c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
   a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
   b. Location of each occurrence of detail
   c. AASHTO Fatigue Category of detail
   d. Identify retrofits previously installed

3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection_– Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

RESOLUTON NO. 44-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUTUAL POLICE AID AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND OTHER POLITICAL SUBDIVISIONS.

WHEREAS, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio acknowledge that law enforcement personnel, in the course of their statutorily required duties, often travel outside their jurisdiction in fulfillment of such duties; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to ensure that when law enforcement personnel from a jurisdiction participating in this agreement is on duty outside of their jurisdiction or responding to a call for assistance outside their jurisdiction said law enforcement personnel have the authority to undertake any tasks, conduct, service or functions required by that law enforcement personnel's professional obligation.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to enter into a Mutual Police Aid Agreement by and between the City of Monroe and other political subdivisions pursuant to the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof.

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

PASSED:_________________

ATTEST: APROVED:

_______________________________ Clerk of Council

_______________________________ Mayor

Exhibit "A" Res No.   -2022

BUTLER COUNTY MUNUTAL POLICE AID AGREEMENT

WHEREAS, certain political subdivisions, elected officials and local governmental units within Butler County, Ohio acknowledge that law enforcement personnel, in the course of their statutorily required duties, often travel outside their jurisdiction in fulfillment of such duties; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to ensure that when law enforcement personnel from a jurisdiction participating in this agreement is on duty outside of their jurisdiction or responding to a call for assistance outside their jurisdiction said law enforcement personnel have the authority to undertake any tasks, conduct, service or functions required by that law enforcement personnel's professional obligation; and

WHEREAS, Sections 311.07, 2935.03(A) of the Ohio Revised Code provide the Butler County Sheriff with jurisdiction to enforce the law throughout Butler County; and

WHEREAS, Sections 505.43 and 737 .04 of the Ohio Revised Code specifically authorize political subdivisions and local governmental units to enter into mutual police aid agreements.

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions, elected officials and governmental units within Butler County, Ohio, including police districts, may become parties to this Agreement by appropriate authorization and execution of a copyhereof by the elected official, or by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Butler County Sheriff's Office, 705 Hanover Street, Hamilton, Ohio 45011. The Butler County Sheriff's Office shall immediately send to each new party to this Agreement a copy of each signed Agreement and a list indicating the names of the political subdivisions and governmental units which have executed the Agreement.

The parties hereto mutually agree as follows:

1. Each party to this Agreement agrees that, when an on-duty law enforcement officer from an agency which is a party to this Agreement observes a crime in progress outside said officer's jurisdiction, but in the jurisdiction of another party to this Agreement, the officer may make arrests according to law and take such measures as necessary to preserve the crime scene. The arresting officer shall notify the agency in whose jurisdiction the crime was committed as soon as reasonably possible after the officer makes the arrest and, when practical, will relinquish control of arrested parties, evidence and the crime scene. The agency having jurisdiction where the crime was committed will handle all applicable reports, bookings and follow up as necessary to effectively investigate and prosecute the arrest, unless otherwise agreed upon by all involved parties. Furthermore, it is also understood that in some circumstances the ability to formally request assistance may not be practical. Therefore, it is agreed upon that an on duty law enforcement officer may,

without a formal request for assistance, respond to a felony crime in progress or to render aid to any law enforcement agency or officer in an emergency situation.

2. The provisions of this agreement shall also apply to any officer who responds, while on duty, in accordance with the operating procedure of his/her employing law enforcement agency, to an emergency call for assistance from another department or officer, outside of the responding officer's jurisdiction.

3. In any situation in which additional assistance is called for pursuant to the terms of this Agreement, the senior on-duty officer in charge of the requesting department shall have full charge and authority over any responding agency equipment and personnel. No Oath of Office need be administered to responding police officers by the authorities of the requesting jurisdiction when the performance of the officers' duties within such other jurisdiction are pursuant to this Agreement. Such officers shall have the same powers of enforcement and arrest as if acting within their own jurisdictions.

4. In accordance with its own policies and general orders, each party to this Agreement maintains police officers, personnel and equipment, which may include canines. ("Resources"). Nothing herein shall obligate any parties to this Agreement to employ or maintain any Resources, nor shall any portion of this Agreement regulate or affect any of the parties to this agreement's procedures regarding same.

5. The parties to this Agreement are governmental entities/political subdivisions and lack authority to indemnify. The parties to this Agreement, agree to be and shall be responsible for their own negligence, actions or omissions, and/or the negligence, actions, or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or s rvants _resulting from the performance of this Agreement. The parties to this Agreement agree to be individually and solely responsible for all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or omissions and/or the negligence, actions or omissions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants in the performance of this Agreement.

6. In no case shall the party herein called upon or present at the time a crime occurs be liable in damages to any other party hereto, or contractual obligees, for failure to answer any police call for assistance, for lack of speed in answering such call, for any inadequacy of equipment or negligent operation of equipment, or for any cause whatsoever growing out of use of such police equipment and personnel. Neither shall the party which issued such call be liable in any manner for damages, loss of

equipment or personnel, or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory, or while responding to a call pursuant to the terms of this Agreement

7. Chapter 2744 of the Ohio Revised Code, so far as it is applicable to the operation of law enforcement agencies, applies to the contracting political subdivisions and government units hereunder and to their law enforcement agency members when such members are rendering service outside of their own political subdivision or governmental unit pursuant to this Agreement.

8. Law enforcement agency members acting outside of the political subdivision or governmental unit in which they are employed may participate, if the rules of the Board of Trustees of the policemen's pension or indemnity fund provide therefor, in any pension or indemnity fund established by their employer to the same extent as while acting within the employing political subdivision or governmental unit. They are entitled to all rights and benefits of Chapter 4123 of the Ohio Revised Code to the same extent as while performing service within their own political subdivision or governmental unit, provided that such members are acting upon authorization of a duly-designated officer or employee of the employing subdivision.

9. The parties agree that no charges shall be made to any party hereto for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration. It is agreed that the consideration for this Agreement is derived from the mutual benefit to each of the parties hereto in the availability of increased resources.

10. The parties agree that all pension, disability, death benefits, worker's compensation, and other benefits enjoyed by law officers through their respective agencies shall extend to the services those officers perform outside their respective political subdivision to the same extent as while acting within the boundaries of their own political subdivision and shall be the sole responsibility of the officer's law enforcement agency and political subdivision

11. This Agreement shall remain in effec:;t indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. If any provision of this Agreement is held to be invalid or

unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

13. This Agreement shall constitute the entire understanding and agreement between the parties to this Agreement, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the parties to this Agreement.

14. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

15. This Agreement shall become operative as to the undersigned party when deposited with the Butler County Sheriff's Office.

16. This Agreement may be executed in multiple counterparts.

RESOLUTION NO. 45-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ALAN SCHERR ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DEVELOPMENT OF A REQUEST FOR QUALIFICATIONS RELATED TO THE DESIGN/BUILD OF A NEW PUBLIC WORKS FACILITY.

WHEREAS, the existing facility that houses the Department of Public Works is in a state of disrepair and does not provide sufficient space for employees or equipment; and

WHEREAS, advertising for a request for qualifications will assist the City in determining the best professional engineering services to provide a design for the construction of a new facility.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural services for the development of a request for qualifications related to the design/build of a new public works facility. The terms and conditions of said agreement are marked Exhibit "A" attached hereto and made a part hereof.

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

PASSED:__________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

First Reading:__________________

Exhibit "A" Res No. 45-2022

3491 WESTBURY ROAD
KETTERING OHIO 45409
P:937.222.4585 F:937.222.4520

September 12, 2022 Revised

EMAIL: mortong@monroeohio.org

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

Re: City of Monroe
Division of Public Works
Criteria Architect RFQ for a Design/Build Project for a new Public Works Facility and Fire Station Expansion

Dear Mr. Morton:

I appreciate this opportunity to be of continuing assistance offering my professional services to achieve your goals for the development of an RFQ for a Criteria Architect for the planned Design/Build for the above-referenced projects, including participation in the Interview/selection process for the Division of Public Works at the City of Monroe, Ohio. Based upon this request, I have prepared the following proposal for your review, consideration and acceptance.

PROJECT SCOPE

- Develop and prepare a RFQ for a Criteria Architect for the planned Design/Build for a new Public Works Facility and Fire Station Expansion. Documents will include:
    1. Request for Qualifications Form(s)
    2. Criteria A/E Scope of Services (Design/Build Project)
    3. Participation in the Interview/Selection process

To augment the development and preparation of these documents, I recommend utilizing the available documents provided by the State of Ohio for Public Projects. The language and format of this information is an accepted template utilized by the State and will hopefully simplify the review by legal counsel reflecting specific requirements for the City of Monroe.

FEE PROPOSAL

This fee proposal represents my understanding of the services necessary to provide you with the required project documentation. For clarification I have broken this fee into phases of activities.

❑ PREPARATION AND SUBMISSION OF A RFQ DRAFT DOCUMENTS	$2,800.00
❑ MEETING TO REVIEW COMMENTS AND FEEDBACK ON THE RFQ DRAFT DOCUMENTS	$700.00
❑ REVISIONS, PREPARATION AND SUBMSSION OF A FINAL RFQ DOCUMENTS	$1,400.00
❑ PARTICIPATION IN THE INTERVIEW/SELECTION PROCESS	$1,400.00
❑ TOTAL	$6,300.00
❑ REIMBURSABLE EXPENSES (Estimated)	$100.00

REIMBURSABLE EXPENSES

Reimbursable expenses mean the expenses incurred directly in conjunction with the project for: transportation and subsistence incidental thereto; professional photography; reproduction of reports, drawings, specifications, and similar project related items, which shall be invoiced at our cost times a factor of 1.10. Reimbursable expenses shall also include services provided by Special Consultants (when authorized in writing by the Owner) at our cost times a factor of 1.20.

OWNER/CLIENT-DIRECTED CHANGES TO THE ORIGINAL SCOPE OF WORK WILL BE INVOICED AS ADDITIONAL SERVICES AT OUR HOURLY RATES LISTED BELOW.

ADDITIONAL SERVICES

ASA's contract with the City of Monroe will be amended to reflect this Change in Scope and fee increase and invoiced accordingly at ASA's standard hourly rates or on an agreed upon cost with expenses. Hourly rates noted for professionals are charged for time directly applied to the project, at the project site, in the Architect's office or for travel to and from the project site. The rate structure set forth below shall be adjusted annually, if required, in accordance with normal practices of ASA.

Principal	$175.00 per hour
Administrative	$ 90.00 per hour

NON-INCLUDED SERVICES

Items important to the standards development, which are not included within this proposed Scope of Services unless otherwise directed, are listed below.

1. Legal Counsel review and additional meetings beyond those identified.

CURRENT WORKLOAD

ASA maintains a very stable workload and monitors its schedule of work to assure our clients timely project delivery. We are prepared to commence work upon your signed Notice to Proceed (attached) and meet an agreed-upon schedule.

TIMELINESS OF PERFORMANCE

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

NOTICE OF DELAY

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

CONTRACT

To initiate our efforts our agreement would be based upon this proposal, a signed Notice to Proceed (Attached). We will invoice monthly for services rendered or upon the completion of a phase. Payments will be due upon receipt. Payments not made after thirty (30) days will be re-invoiced at a monthly carrying charge of 1.5% added to the invoice.

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Client shall not exceed the Architect's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.

DEFINITION OF "CERTIFY"

As used herein, or notated on documents, specifications, payments applications, etc., the word certify shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.

DOCUMENT OWNERSHIP

ASA shall prepare the documentation as identified. ASA will provide an electronic copy (Word Document) of the material for your use. You will have the right to use, modify, and reproduce the electronic media so long as they hold **Alan Scherr Associates, LLC** and the entire consultant team, harmless for liability, damages, and litigation, including legal fees, which result from changes to or use of the electronic media.

All documents prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

CLOSING

I appreciate your consideration of this proposal and welcome the opportunity to work with you. Should you have any questions regarding this submission, please do not hesitate to call.

Yours truly,

ALAN SCHERR ASSOCIATES, LLC

Alan R. Scherr, AIA
President

M2218 PROPOSAL 091222

3491 WESTBURY ROAD
KETTERING OHIO 45409
P:937.222.4585 F:937.222.4520

NOTICE TO PROCEED

September 12, 2022 Revised

EMAIL: mortong@monroeohio.org

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

Re: City of Monroe
Division of Public Works
Criteria Architect RFQ for a Design/Build Project for a new Public Works Facility and Fire Station Expansion

Dear Mr. Morton:

Per your signature below, you are authorizing Alan Scherr Associates, LLC to immediately start performing our obligations under the attached Proposal.

According to the State of Ohio, Ohio Administrative Code, Section 4703-3-09 - Written Contract states the following:

> *(A) A registered architect or architectural firm is required to use a written contract when providing professional services. Such contract between the registered architect and the client <u>shall be executed prior to the registered architect commencing work on any project</u>.*

Alan R. Scherr, AIA, President	<Client Signature>
September 12, 2022	
Date	Date

RESOLUTION NO. 46-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND CITIZENLAB, INC. TO PROVIDE AN ENGAGEMENT STRATEGY WITH CITIZENS AND BUSINESSES.

WHEREAS, Council has determined, through the adoption of a Strategic Plan, that an increase with citizen and business engagement is needed; and

WHEREAS, proceeding with the services provided by CitizenLab, Inc. will assist in achieving this strategic priority.

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 contract by and between the City of Monroe and CitizenLab, Inc. to provide an engagement strategy with citizens and businesses. The terms and conditions of said contract are marked Exhibit "A" attached hereto and made a part hereof.

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

PASSED:__________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

First Reading:________________

Exhibit "A" Res No. 46-2022

citizenlab

Quote

CitizenLab, Inc.
2093 Philadelphia Pike #1527
Claymont, DE 19703

Dan Keane
dan.keane@citizenlab.co

City of Monroe, Ohio
233 S Main Street
P.O. Box 330 Monroe OH 45050-0330

Jennifer Patterson <pattersonj@monroeohio.org>

Quote: Q-2022-08

Description: 3 Year Agreement	QTY	Price	Subtotal
CitizenLab License Premium (1 Year) *Valid from Oct 1st 2022 - Sept 31st 2023. Premium License with dedicated support included throughout the entire license period.*	1	$9,500	$9,500
CitizenLab Onboarding: Premium *One time cost that includes platform set-up, Premium onboarding process, and training for key staff.*	1	$1,800	1,800
CitizenLab License Premium (Year 2)	1	$9,500	$9,500
CitizenLab License Premium (Year 3)	1	$9,500	$9,500
		Contract Total:	$30,300

By signing below, both parties agree to the quote above and the terms and conditions attached.

CitizenLab Signed
on 08/09/2022

W Van Ransbeeck

Wietse Van Ransbeeck

Managing Director, CitizenLab
City of Monroe, Ohio
Signed on MM/DD/YY

William Brock
City Manager

Annex I: Pricing plans and SOW

Proposal to be attached.

Annex II: CitizenLab General Terms and Conditions

1. Definitions

1.1 In these General Terms and Conditions, the below capitalized terms have the following meaning:

- “Agreement": this Agreement consists of the accepted Offer, the General Terms and Conditions and its exhibits.
- “CitizenLab": CitizenLab Inc., having its registered office and principal place of business in the United States at 2093 Philadelphia Pike #1527, Claymont, DE 19703.
- "Customer": the (future) contracting party of CitizenLab with whom the Agreement is entered into.
- “Customer Data”: any data that is generated through user input or uploaded by the Customer through the Services, as well as any data based on or derived thereof or provided to the Customer as part of the Services.
- “Confidential Information: all data that is non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving party, directly or indirectly, through any means of communication or observation. Confidential Information includes, but is not limited to, the terms of this Agreement, trade secrets, user data, and information not generally known to the public, such as business plans, strategies, practices, products, personnel and finance.
- “Disclosing Party" means the party that discloses Confidential Information to the Receiving Party under the Agreement.
- “Equipment": all devices and peripherals necessary to connect, access or otherwise make use of the Services, such as, but not limited to: modems, hardware, servers, software, operating systems networks, and web servers.
- “Expiration Date”: the date on which the Agreement is terminated.
- “Fees": the amounts payable by the Customer for the use of the Services and for the implementation of the Services.
- “Force Majeure”: any event or circumstance which is beyond the reasonable control and without the fault of the party affected, and which temporarily or permanently prevents the affected party from (further) performing its contractual obligations under the Agreement. Such events or circumstances are for example, without limitation: riots, wars, acts of terrorism; natural disasters; sabotages; strikes; epidemics of pandemics; interruptions and malfunctions of computer facilities;
- "General Terms and Conditions": these general terms and conditions, including its exhibits, which apply to every Offer made by CitizenLab, every acceptance by the Customer of an Offer, and in general to every agreement entered within that framework between CitizenLab and the Customer.
- “Intellectual Property Rights": all acquired and future intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, know-how, trade secrets, inventions, all applications for the protection or registration of these rights and all renewals and extensions existing in any part of the world and all other intellectual property rights protected by any applicable law.
- “License”: the right of the Customer granted by CitizenLab to use the Services in accordance with the Agreement.
- “License Commencement Date”: the date that the License commences, as detailed in the accepted Offer.
- “License Expiration”: the date which the License expires, as determined in the accepted Offer.
- “License Fee”: part of the Fee which is paid by the Customer for the use of the Services.
- “Maintenance Window”: the time gap between 12 AM (midnight) and 6 AM EST from Mondays to Saturdays, and the entire day on Sundays and Official United States Holidays.
- “Offer”: the explicit, written proposal from CitizenLab to the Customer to enter an agreement.

- “Partner”: any party who has a contractual relationship with Citizenlab and who acts on behalf of CitizenLab with respect to one or more Services.
- “Pricing Plan”: the chosen set of Services (Single Project, Standard, or Premium).
- “Priority Support”: the level of support provided by CitizenLab to a Customer if the Customer opted in for a Premium Pricing Plan, of which the Service Level Objectives are detailed in Annex III.
- “Receiving Party" means the party receiving Confidential Information from the Disclosing Party under the Agreement.
- “Services": the services provided by CitizenLab to the Customer under this Agreement, including software (platform), know-how, as well as related improvements, extensions and modifications, that will be available and detailed in the applicable Pricing Plan.
- “Service Availability:” the time duration during which the Services are available, as measured in minutes over the course of a one-month period, hereby excluding minutes of a Maintenance Window and the minutes dedicated to emergency maintenance.
- "Service Credits": an amount to which the Customer is entitled if a Service Level Objective is not met by CitizenLab, of which the calculation and conditions are set forth in the Service Level Agreement.
- “Service Issues”: any interference of the Services as further detailed in the Service Level Agreement.
- "Service Level Agreement": the Annex III.A <OR> Annex III.B as attached to these General Terms and Conditions.
- "Service Level Objectives": the intended levels of the provision of the Services as described in the Service Level Agreement.
- “Support”: the support provided by CitizenLab to a Customer in the context of the Agreement, of which the Service Level Objectives are detailed in the Service Level Agreement.
- “Target Resolution Time”: under the condition that the Customer has opted in for a Premium Pricing Plan, the time gap between the notification of a Service Issue and the temporary or definitive resolution of the Service Issue. The Target Resolution Time is calculated within Working Days and is further specified in the Service Level Agreement.
- “Target Response Time”: under the condition that the Customer has opted in for a Premium Pricing Plan, the time gap between the notification of a Service Issue and the oral or written acknowledgement by CitizenLab of the Server Issue. The Target Response Time is calculated within Working Days and is further specified in the Service Level Agreement.
- “Term”: the current or renewed periods during which the Agreement is effective.
- “User”: any individual end user of the Services who is granted user access to the Services by the Customer.
- “Working Day”: Monday to Friday during the hours of 9:00 AM through 6:00 PM Eastern Standard Time (EST), with the exclusion of Official United States Holidays.

2. Conclusion of the Agreement

2.1 Every Offer is without obligation until acceptance by the Customer. With acceptance, an Agreement is deemed to have been fully and legally entered. The written or electronic signature of the Offer by both parties shall constitute such acceptance.

2.2 By entering this Agreement, it is assumed the Customer will accept these General Terms and Conditions and therefore waive the application of its own terms and conditions.

3. Delivery of the Services

3.1 CitizenLab shall make available the Services to the Customer from the License Commencement Date, in accordance with the Service Level Agreement and the other provisions of the Agreement. The Customer shall have the right to use the Services within the restrictions set out in the Agreement.

3.2 Subject to the terms hereof, CitizenLab shall provide the Customer with reasonable technical support services in accordance with the terms set forth in the Service Level Agreement.

3.3 CitizenLab has the right to deliver the implementation and/or general support aspect of the Services by its Partner(s).

3.4 The Customer may request CitizenLab to upgrade/downgrade their License to a different Pricing Plan. This can be done once per annum, per Customer. Such requests must be delivered by email to the Customer’s point of contact at CitizenLab. Such a change to a Pricing Plan shall take effect upon acceptance by email by CitizenLab, which shall be no later than fourteen (14) days following the request of the Customer.

3.5 If CitizenLab is prevented by Force Majeure from performing or further performing the Agreement, regardless of whether the Force Majeure was foreseeable, CitizenLab shall be entitled, without any obligation to pay damages, to terminate the Agreement in whole or in part by means of a written notice without judicial intervention, without prejudice to CitizenLab's right to payment by the Customer for performance already performed by CitizenLab before there was a situation of Force Majeure or to suspend performance or further performance of the Agreement in whole or in part.

4. Service levels

4.1 CitizenLab commits itself by means of a best-effort obligation to provide the Services in accordance with the Service Level Objectives as determined in the Service Level Agreement.

4.2 If CitizenLab fails to meet the Service Level Objectives, the Customer is entitled to Service Credits, the calculation of which is included in the Service Level Agreement.

4.3 To the extent reasonably possible, CitizenLab will inform the Customer of any anticipated failure to meet a Service Level Objective and of the steps CitizenLab shall take (or has already taken), in order to avoid the failure to meet the Service Level Objective, in accordance with the Service Level Agreement.

5. Restrictions and responsibilities

5.1 The Customer commits that it shall not, to the extent permissible by mandatory law, when using the Services:

- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services.
- Modify, translate, create, or publish derivative works of the Services.
- Remove or obfuscate proprietary notices or labels of CitizenLab or third party proprietaries.
- Otherwise violate the Intellectual Property Rights of CitizenLab or third parties. The Customer also warrants and represents that it shall undertake commercially reasonable efforts to promptly remove from the Services any content uploaded by the Users that violates or may violate Intellectual Property Rights of any third party.
- Use the Services for time sharing or service bureau purposes or otherwise for the benefit of a third party.
- Upload malware, viruses, trojan horses, spyware or other similar malicious software.
- Upload and distribute illegal content and content that incites hatred, violence, discrimination or other illegal activities. The Customer also warrants and represents that it shall undertake its best efforts to promptly make available any content uploaded by the Users that violates or may the aforementioned cases.
- Use the Services for the purpose of distributing unsolicited electronic communications.
- Interfere, circumvent, or undertake any attempt thereof, with respect to the security features of the Services.
- Undertake any other act that may interfere with the functionality, availability, or integrity of the Services.
- Use the Services in any other way that violates other policies or instructions provided by CitizenLab. It shall be at the discretion of CitizenLab to implement or modify any policy or instruction.
- Use the Services in any other way that violates applicable regulations.

5.2 Furthermore, the Customer warrants and represents that it shall, while using the Services:

- Promptly obtain the consent of any owner of Intellectual Property Rights to use their works on the Services. If such consent is not obtained the Customer shall promptly remove or make unavailable such content without undue delay.
- Adopt secure IDs and passwords, and implement appropriate organizational measures with respect to passwords in relation to the access to the Services in line with any possible instructions provided by CitizenLab.
- Inform all Users of the Services (employees, officers, consultants) of these General Terms and Conditions.

5.3 If the Customer violates any of the above provisions. CitizenLab shall have the right to suspend the Customer's access to the Services, subject to a written notification by email, two (2) Working Days in advance. The Customer shall inform CitizenLab by email, of a potential solution. Upon acceptance by CitizenLab, the Customer shall use commercially reasonable efforts to remedy the violation within a reasonable time but no later than ten (10) Working Days. If the Customer does not remedy this violation, CitizenLab has the right (i) to remove the infringing content and (ii) to immediately terminate Customer's access to the Services and consider the Agreement as terminated in accordance with article 9, without prejudice to the right of CitizenLab to fully recover any damages from the Customer as provided under this Agreement

6. Confidentiality

6.1 The Receiving Party agrees not to disclose the Confidential Information to anyone other than the employees, affiliates and suppliers of the Receiving Party on a need-to-know basis, always provided that such employees, affiliates or suppliers are aware of the confidential or proprietary nature of the Confidential Information and are subject to confidentiality obligations equivalent to those set out in this Agreement.

6.2 The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the termination of the Agreement or any information of which the Receiving Party can prove (a) it is generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law or pursuant to a court order.

7. Intellectual property

7.1 The parties acknowledge that all Intellectual Property Rights belonging to a party, prior to the execution of the Agreement, shall remain vested in that party, regardless of the execution of the Agreement.

7.2 The Customer shall own all Intellectual Property Rights on the Customer Data. CitizenLab shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights in connection to the Services. Nothing in this Agreement shall operate so as to transfer or assign any such Intellectual Property Rights to another party to the Agreement.

7.3 During the Term of this Agreement, the Customer is granted a non-exclusive, non-transferable, non-sublicensable License to use the Services subject to the Agreement and within the United States.

7.4 CitizenLab has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, the Customer Data), and CitizenLab shall be entitled (during and after the Term hereof) to (i) use such information and the Customer Data to improve the Services and for other development, diagnostic and corrective purposes in connection with the Services and CitizenLab offerings, and (ii) disclose such information and the Customer Data solely in aggregated or other anonymized form in connection with its business. The Customer grants CitizenLab the right to create external communications and content for the purpose of amplifying and broadcasting the public project's on the Customer's platform. For any information that is not publicly available on the platform then consent must be granted by the Customer to CitizenLab, for the purposes in clauses 7.5.

8. Pricing and payment of Fees

8.1 All prices quoted are exclusive of Sales Tax, and any other taxes, costs, royalties, etc.

8.2 CitizenLab shall invoice the Services with a one-time invoice for the total amount, as agreed. Parties may derogate from one-time payment by agreeing to a yearly installment payment schedule, if the Term stretches over multiple years. Implementation fees, custom developments, and other services will be billed separately.

8.3 Payments shall be made in US Dollars, with no reductions applied due to taxes (e.g. sales tax), charges (e.g. bank charges), or any similar fees, whether fiscal or parafiscal, direct or indirect.

8.4 Any request by the Customer for additional developments by CitizenLab, shall be on mutually agreeable terms and conditions, including additional costs. Acceptance of the request by CitizenLab, as well as upfront approval from Customer on the development estimation, are required before any such developments shall be executed.

8.5 Where the Customer chooses another Pricing Plan in accordance with article 3.4, the following shall apply:

- Upgrade from:
  - Single Project to Standard or Premium,

or

- Standard to Premium

The Customer shall receive an additional invoice for the prorated amount.

- Downgrade from:
    - Premium to Standard or Single Project, or
    - Standard to Single Project

The Customer shall be entitled to prorated credit, which will be applied as a reduction on the next invoice or the Customer gets refunded for the credit amount within 30 days after the termination of the Agreement, if the contract is not renewed.

The Customer shall pay all amounts due in accordance with the Agreement within thirty (30) days from the invoice date. If the Customer fails to make payment within the timeframe:

- CitizenLab shall be entitled to late payment compensation of 8% of the amount due (minimum of USD $150), plus a conventional late payment interest on the overdue amount, equal to the product of (a) 9% on the due amount and (b) the number of days in which payment remains due, divided by 365.
- CitizenLab shall be entitled to suspend the Services after ninety (90) days following the payment due date. CitizenLab shall notify the Customer of the suspension and shall only continue its obligations if the Customer provides sufficient security for the fulfillment of its payment obligations.

8.6 Late payment of an invoice causes all outstanding invoices of the Customer to become due, even if the due date of these invoices has not yet expired.

8.7 CitizenLab reserves the right, at the end of each Term of the Agreement, to formulate the renewal of the Agreement under the resolutive condition of acceptance by the Customer of modified terms and Fees. CitizenLab shall notify the Customer of a proposal for an amended Fee at least thirty (30) days prior to the Expiration Date of the current Term of the Agreement. The Customer shall notify CitizenLab in writing:

- Agreeing to the modified terms and/or Fees no later than on the Expiration Date of the Agreement; OR
- Disagreeing, which shall result in the termination of the Agreement after its Expiration Date.

9. Term and termination

9.1 The Term is determined in the Offer. Either party can give notice, via email, if it wishes to terminate the Agreement upon its Expiration Date. This must be done thirty (30) days before the Expiration Date, and no later. If no notice is given, the Agreement will be automatically renewed for the same Term which commences the day after the Expiration Date.

9.2 The Customer acknowledges that the following circumstances shall by operation of law give rise to termination of the Agreement within the meaning of this article unless CitizenLab waives this termination in writing and pursues the performance of the Agreement to which CitizenLab is entitled:

- Insolvency of the Customer, such as bankruptcy.
- Any material breach of articles 5-7.
- Any other material breach of the provisions of the Agreement which the Customer fails to remedy within fifteen (15) days of being notified in writing of the breach by CitizenLab, such as, but not limited to, the non-payment of any pursuant to the Agreement within the agreed payment term. The aforementioned period of fifteen (15) days does not apply if the infringement by the Customer constitutes a criminal offense, or if the infringement compromises the functionality, availability or integrity of the Services.

9.3 In the event of termination of the Agreement:

- CitizenLab shall make available all Customer Data to the Customer for electronic retrieval for a period of ninety (90) days. Thereafter CitizenLab shall retain the Customer Data only for three (3) months, after which CitizenLab shall either anonymize the Customer Data or remove it from all its systems. Such removal shall be confirmed in writing by CitizenLab upon request of the Customer.
- The Customer shall be encouraged and permitted to export, on an unrestricted basis, any and all user-generated data (incl. ideas, comments, proposals and user lists) via self-service means before the actual Expiration Date of the Agreement.
- Upon the Expiration Date of the Agreement, the Customer shall lose all administrator and moderation rights and shall have access revoked to the back-office of the Services.
- Subject to article 8.5 and to the Service Level Agreement, no refunds of the amounts paid shall be granted to the Customer.

9.4 All sections of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10. Warranty and liability

10.1 CitizenLab represents and warrants that:

- The Services shall be performed with reasonable skill and care in a timely and professional manner, using appropriately qualified and experienced personnel and in accordance with good industry practice.
- It shall use its reasonable efforts to ensure that the Services are free from all viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by the Customer, and that for this purpose, CitizenLab warrants and represents that it shall use the most comprehensive and up to date available virus checker.
- This Agreement is executed by a duly authorized representative of CitizenLab.
- EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 10.1, THE SERVICES ARE PROVIDED “AS-IS.” CITIZENLAB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CITIZENLAB MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10.2 The Customer represents and warrants that:

- It owns or has obtained valid licenses of all Intellectual Property Rights in relation to the Customer Data uploaded on the Services.
- It owns a valid License for the Services with a clear mention of the License Commencement Date and License Expiration.
- It shall only use the Services in accordance with the terms of the Agreement.
- It shall not undertake any actions or participate in any conduct, even unrelated to the Services, which is intended, or could reasonably be expected, to harm CitizenLab, its reputation or its goodwill, or which could reasonably be expected to lead to unwanted or unfavorable publicity to CitizenLab.
- This Agreement is executed by a duly authorized representative of the Customer.

11. Indemnity

11.1 CitizenLab shall defend, indemnify and hold the Customer harmless from liability to third parties resulting from the infringement of any intellectual property by CitizenLab, provided upon discovery by the Customer, CitizenLab is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume primary control over defense and settlement. CitizenLab shall not be held to indemnification of the Customer for any settlement for which CitizenLab has not provided prior approval in writing.

11.2 The foregoing obligations do not apply with respect to portions or components of the Services:

- Not supplied by CitizenLab.
- Made in whole or in part in accordance with Customer’s specifications.
- Modified after delivery by CitizenLab.
- Combined with other products, processes or materials where the alleged infringement relates to such a combination.
- Where the Customer continues to conduct infringing activities after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.
- Where Customer’s use of the Service is not strictly in accordance with this Agreement.

11.3 If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by CitizenLab to be infringing, CitizenLab may, at its option and expense:

- replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, or;
- obtain for Customer a license to continue using the Service, or;

- if neither of the foregoing is commercially workable, terminate this Agreement in accordance with article 9.

12. Miscellaneous

12.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.2 This Agreement is not assignable, transferable or sublicensable by the Customer except with CitizenLab's prior written consent. CitizenLab may transfer and assign any of its rights and obligations under this Agreement without consent of the Customer. CitizenLab shall inform the Customer in writing in case of any such transfer or assignment.

12.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect, except as specifically provided in this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and reasonable legal fees.

12.5 All notices under this Agreement shall be in writing or by e-mail and shall be deemed to have been duly given:

- When receipt is electronically confirmed, if transmitted by facsimile or e-mail.
- The day after it is sent by post letter.
- The date of confirmation of receipt, if sent by certified or registered mail.

12.6 This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, construed in accordance with, and enforced under the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Annex III: Service Level Agreement (Single Project/Standard)

1. Service Level Objectives

1.1. This Service Level Agreement shall provide the Service Level Objective. To the extent there are any inconsistencies, the provisions of the Service Level Agreement shall prevail over the General Terms and Conditions. However, any conflicting terms in the accepted Offer shall prevail above the Service Level Agreement.

1.2. CitizenLab shall, during the Term of the Agreement, ensure the Service Level Objective of a Service Availability of 99.9%, measured monthly. Downtime shall begin to accrue as soon as the Customer gives written notice to CitizenLab that downtime is taking place, accompanied by any sort of evidence of the downtime, and continues until the availability of the Services is restored.

1.3. In the event where CitizenLab fails to meet the Service Level Objective, Customer shall be entitled, upon its written request, to the following Service Credits, which shall be compensated on the first month following such event:

- Service Availability <99%: reimbursement of 10% of the License Fee, prorated over a one-month period in the first full month following such failure.
- Service Availability <99.5%: reimbursement of 5% of the License Fee, prorated over a one-month period in the first full month following such failure.
- Service Availability <99.9%: reimbursement of 1% of the License Fee, prorated over a one-month period in the first full month following such failure.

1.4. If and insofar the Service Level was not reached due to Force Majeure, the previous paragraph shall not apply.

1.5. The cumulative amount of Service Credits for a one-month period, shall not exceed the total Fee prorated over a one-month period, nor the amount for which CitizenLab's liability has been insured.

1.6. The Service Credits shall be applied to the portion of the Fee that was paid in the month in which the Service Level Objective was not met.

2. Support hours and contact information

2.1. CitizenLab shall provide Support to the Customer per email (support@citizenlab.co) or by responding to helpdesk tickets via the CitizenLab platform on Working Days.

Annex III: Service Level Agreement (Premium)

1. Service Level Objectives

    1.1. This Service Level Agreement shall provide the Service Level Objective. To the extent there are any inconsistencies, the provisions of the Service Level Agreement shall prevail over the General Terms and Conditions. However, any conflicting terms in the accepted Offer shall prevail above the Service Level Agreement.

    1.2. CitizenLab shall, during the Term of the Agreement, ensure the following Service Level Objectives:

        1.2.1. CitizenLab shall, during the Term of the Agreement, ensure the Service Level Objective of a Service Availability of 99.9%, measured monthly. Downtime shall begin to accrue as soon as the Customer gives written notice to CitizenLab that downtime is taking place, accompanied by any sort of evidence of the downtime, and continues until the availability of the Services is restored.

        1.2.2. CitizenLab shall handle Service Issues via the following Priority Support Services:

Definitions of Priority Levels	
Priority Level	Description
Critical (Level 1)	The Services, or a critical function, is not functioning properly or integrally unavailable, causing significant impact to the Customer’s operations. Errors that cause data to be lost. No work-around acceptable to the Customer is available. Examples could include: - Availability of Workshops or one of its critical functions; - Critical project (folder) functionalities for live projects; - Loss of critical data, such as registration and project data; - Systemic login, invitation, or registration issues (encountered by +10% of all users).
Major (Level 2)	One or more non-critical functionalities of the Services are unavailable or present major issues, causing significant impact to the Customer's operations. An acceptable and temporary work-around is available to the Customer. Examples could include: - Inability to save changes to a project (folder), or edit pages; - Inability to perform data exports; - Email campaign does not send out; - Inability to add new input by admins or users; - Severe loading speed issues (>5s loading time); - Problems with entering feedback and updating statuses.
Minor (Level 3)	The Services are available, but one or more of its functionalities present issues that have little to no impact on the work of the Customer. Operations could be improved by correction of a minor error. Examples could include: - Problems embedding a survey; - Support service task requests; - Other unusual invitations, login, and registration issues.
Minimal (Level 4)	The Customer requires information or assistance about the Services, such as questions about capabilities, installation,

	configuration, operation, cosmetic, … Examples could include: - Setting up user verification; - Changes to privacy policy, terms and conditions, etc.; - Adding custom registration data; - Product feedback and feature requests; - Changing color, header, logo, image, copy, language settings.

Error Response and Resolution Commitments		
Priority Level	Target Response Time	Target Resolution Time
Level 1	9 hours	2 Business Days
Level 2	1 Business Day	4 Business Days
Level 3	2 Business Days	10 Business Days or next software release
Level 4	5 Business Days	Undefined

The Targeted Response Time shall be measured from the moment the Customer gives the written notice until the moment the CitizenLab support team acknowledges receipt of the notice. CitizenLab shall provide Support as outlined in this section set forth for specific priority levels in the table above.

1.3. In the event where CitizenLab fails to meet a Service Level Objective, Customer shall be entitled, upon its written request, to the following Service Credits, which shall be compensated on the first month following such event:

- Service Availability <99%: reimbursement of 10% of the License Fee, prorated over a one-month period.
- Service Availability <99.5%: reimbursement of 5% of the License Fee, prorated over a one-month period.
- Service Availability <99.9%: reimbursement of 1% of the License Fee, prorated over a one-month period.
- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Critical Service Issue: reimbursement of 10% of the Fee, prorated over a one-month period.
- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Major Service Issue: reimbursement of 5% of the Fee, prorated over a one-month period.
- Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Minor Service Issue: reimbursement of 1% of the Fee, prorated over a one-month period.

1.4. If and insofar one or more Service Levels were not reached due to Force Majeure, the previous paragraph shall not apply.

1.5. The cumulative amount of Service Credits for a one-month period, shall not exceed the total Fee prorated over a one-week period, nor the amount for which CitizenLab's liability has been insured.

1.6. The Service Credits shall be applied to the portion of the Fee that was paid in the month wherein the Service Level Objective was not met.

2. Support hours and contact information

2.1. CitizenLab shall provide Priority Support to the Customer via telephone (via one of the phone numbers listed on CitizenLab's website), per email (support@citizenlab.co), or by responding to helpdesk tickets via the CitizenLab platform on Working Days.

RESOLUTION NO. 47-2022

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CURBSIDE SOLID WASTE & RECYCLING COLLECTION BID SUBMITTED BY RUMPKE WASTE & RECYCLING THROUGH THE CENTER FOR LOCAL GOVERNMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE ACCEPTANCE OF SAID BID.

WHEREAS, the City of Monroe, as well as other municipalities, participated in a 2022 Southwest Ohio Regional Refuse Consortium through the Center for Local Government; and

WHEREAS, Rumpke Waste and Recycling was the only bid submitted in response to the advertisement of bids.

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

SECTION 1: The bid submitted by Rumpke Waste and Recycling through the Center for Local Government on May 5, 2022 is hereby accepted at the cost of $17.90 per residential unit per month for a three year period beginning February 1, 2023.

SECTION 2: The City Manager is hereby authorized to enter into an agreement for the acceptance of said bid as submitted on May 5, 2022.

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

PASSED:__________________

ATTEST: APPROVED:

____________________________ ____________________________

Clerk of Council Mayor

First Reading:___________________

Exhibit A: Bid Forms

Required Services: Curbside Solid Waste & Recycling Collection

Base Bid price shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Deer Park (2,203 RU) Monroe (4,986 RU) Silverton (2,194 RU) Woodlawn (856 RU) **[Total RU = (10,239)]**	Year 1-3 = $ 13.00 Ext. Year 1 = $ 13.52 Ext. Year 2 = $ 14.06	Year 1-5 = $ 13.98

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, **with the provision of a 96 gallon solid waste cart**, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service **with the provision of a 96 gallon solid waste cart**, 5 years
Mariemont (1,373 RU) Milford (2,063 RU) **[Total RU = (3,436)]**	Year 1-3 = $ 14.00 Ext. Year 1 = $ 14.57 Ext. Year 2 = $ 15.16	Year 1-5 = $ 15.06

Per RU per month surcharge for **Recyclables Collection Service** with a 64 gallon rolling cart (1)	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Deer Park (2,203 RU) Mariemont (1,373 RU) Milford (2,063 RU) Monroe (4,986 RU) Woodlawn (856 RU) * **[Total RU = (11,481)]**	Year 1-3 = $ 4.90 Ext. Year 1 = $ 5.10 Ext. Year 2 = $ 5.30	Year 1-5 = $ 5.27

Per RU per month surcharge for Recyclables Collection Service **once every two weeks** with a 64 gallon rolling cart	Every Other Week Recycling Collection Service, **5 years**
Silverton (2,194 RU) *	Year 1-5 = $ 3.93

(1) The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Adams-Clermont Solid Waste Management District (Milford) is $0.34, for the Butler County Recycling and Solid Waste District (Monroe) is $0.09, and for the Hamilton County Recycling and Solid Waste District (Amberley, Deer Park, Silverton, Woodlawn) is $0.00

* The Village of Woodlawn is currently on an every-other-week schedule for curbside recycling. Should the Village of Woodlawn choose to remain on the every-other-week recycling schedule, Rumpke will offer the rate of $ 3.93 per unit, per month.

Change Order Request

LSI Proposed Change Order: 1 Date: 8/24/2022

Project: East Avenue Water Main Replacement

Job Number: 210840

Contractor: Larry Smith, Inc.
5737 Dry Fork Road
Cleves, Ohio 45002
Project Manager: Eric Vornheder

LSI Project # S22027

Calculation for labor charges:	*Foreman*	*Operator 1*	*Operator 2*	*Operator 3*	*Labor*
Base Wage	$42.19	$40.19	$40.07	$39.03	$34.52
Plus Fringes Benefits	$16.25	$16.25	$16.25	$16.25	$12.20
Total Base plus Fringes	$58.44	$56.44	$56.32	$55.28	$46.72
38% of Base plus Fringes	$22.21	$21.45	$21.40	$21.01	$17.75
	$80.65	$77.89	$77.72	$76.29	$64.47
22% Base Rate = Tax Burden	$9.28	$8.84	$8.82	$8.59	$7.59
Total Hourly Rate	$89.93	$86.73	$86.54	$84.87	$72.07
Calculation for Overtime Rates	$123.68	$118.88	$118.59	$116.10	$99.68

Change Order Notes:

1 This Change Order is Time and Material Basis.
2 Equipment rates are from the Blue Book Equipment Watch

Change Order Description:

1 **Volatility adder from American Pipe for increases in raw material, pipe production, logistics and fuel that they incurred from the time of bid until shipment of pipe.**

A Labor

Proposed #	Position describe	Time #	Time Units	Reg Rate $/hr.	Overtime Rate $/hr.	Total $
1	Foreman	0.0	Hrs.	89.93	123.68	0.00
	Operator 1	0.0	Hrs.	86.73	118.88	0.00
	Operator 2	0.0	Hrs.	86.54	118.59	0.00
	Operator 3	0.0	Hrs.	84.87	116.10	0.00
	Laborer	0.0	Hrs.	72.07	99.68	0.00
	TOTAL					**0.00**

B Owned Equipment

Description	Quantity	UOM	Active	Cost	@ 15% rate	Total Marked-up Cost
Foreman Truck		Hrs.	15.00	0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL						**0.00**

C Materials

Description	Quantity	UOM	$/unit	Cost	@ 15% rate	Total
Volatility Adder for Pipe	1.0	EA	29,217.85	29,217.85	4,382.68	33,600.53
				0.00	0.00	0.00
				0.00	0.00	0.00
				0.00	0.00	0.00
TOTAL						**33,600.53**

D Subcontractor

Description	Quantity	UOM	$/unit	Cost	@ 5% rate	Total
	0.0	HR	0.00	0.00	0.00	0.00
	0.0	LS	0.00	0.00	0.00	0.00
	0.0		0.00	0.00	0.00	0.00
TOTAL						**0.00**

Total Addition **$ 33,600.53**

Submitted,

[signature] 8/24/2022

Eric Vornheder, Project Manager **(Date)**
Larry Smith , Inc

Acceptance,

(Date)

East Avenue Water Main Replacent

Project # 210840

	Quote:	Invioice:	Adder:	Footage:	Sub Total:
6" Cl53 Pipe	$ 27.06	$ 31.31	$ 4.25	20	$ 85.00
8" Cl53 Pipe	$ 38.48	$ 44.36	$ 5.88	20	$ 117.60
12" Cl53 Pipe	$ 62.69	$ 72.50	$ 9.81	2750	$ 26,977.50
12" Cl53 MJ Pipe	$ 94.65	$ 107.00	$ 12.35	165	$ 2,037.75

Grand Total: $ 29,217.85

TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH

45449

Telephone: 937-847-2665

Quantity	Sell Per	Description	Unit Price	Extended Price
		ITEM 3: 6" CLASS 53 DUCTILE RESTRAINED JOINT		
20	FT	6 FST PIPE DUCTILE 53 CL	27.06	541.20
440	FT	20IN 8MIL PERF POLYWRAP 3-8 PIPE	.39	171.60
1	EA	2X100 ROLL POLYWRAP TAPE AS NEEDED	4.36	4.36
1	EA	6 AMARILLO FAST-GRIP GASKET	71.04	71.04
3	EA	6X12 MJ DI SOLID SLEEVE CL	122.99	368.97
3	EA	6 MJ DI 45 BEND CL	140.11	420.33
4	EA	6 MJ DI SOLID CAP CL	61.65	246.60
1	EA	6 MJ DI SOLID PLUG CL	84.07	84.07
16	EA	6 1400 WEDGE RETAINER GLAND	32.67	522.72
16	EA	6 MJ GASKET KIT 3/4X4 N&B	14.00	224.00
		ITEM 4: 8" CLASS 53 DUCTILE RESTRAINED JOINT		
20	FT	8 FST PIPE DUCTILE 53 CL	38.48	769.60
1	EA	8 AMARILLO FAST-GRIP GASKET	92.76	92.76
5	EA	8 MJ DI 45 BEND CL	162.00	810.00
3	EA	8X12 MJ DI SOLID SLEEVE CL	159.58	478.74
3	EA	8 MJ DI 22-1/2 BEND CL	175.53	526.59
3	EA	8 MJ DI SOLID CAP CL	96.76	290.28
25	EA	8 1400 WEDGE RETAINER GLAND	49.90	1,247.50
25	EA	8 MJ GASKET KIT 3/4X4 N&B	21.00	525.00
		ITEM 5: 12" CLASS 53 DUCTILE RESTRAINED JOINT		

Continued Next Page

TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH

45449

Telephone: 937-847-2665

Quantity	Sell Per	Description	Unit Price	Extended Price
2480	FT	12 FST PIPE DUCTILE 53 CL	62.69	155,471.20
124	EA	12 AMARILLO FAST-GRIP GASKET	164.97	20,456.28
3080	FT	27IN 8MIL PERF POLYWRAP 10-12PIP	.49	1,509.20
6	ROL	#12 SOLID TRACER WIRE BLUE 500'	74.00	444.00
10	EA	SNAKEBITE TWIST CONNECTOR BLUE (20 PCS PER PKG) AS NEEDED	1.44	14.40
2	EA	12 MJ DI CROSS CL	800.00	1,600.00
2	EA	12X8 MJ DI TEE CL	499.74	999.48
8	EA	12X6 MJ DI HYD TEE CL	514.50	4,116.00
1	EA	12 MJ DI TEE CL	658.53	658.53
17	EA	12 MJ DI 45 BEND CL	389.40	6,619.80
1	EA	12 MJ DI 22-1/2 BEND CL	345.60	345.60
4	EA	12 MJ DI 11-1/4 BEND CL	327.70	1,310.80
1	EA	12X10 MJ DI REDUCER CL	309.80	309.80
2	EA	12X8 MJ DI REDUCER CL	289.57	579.14
3	EA	12X6 MJ DI REDUCER CL	278.67	836.01
3	EA	12X12 MJ DI SOLID SLEEVE CL	321.49	964.47
87	EA	12 1400 WEDGE RETAINER GLAND	102.75	8,939.25
87	EA	12 MJ GASKET KIT 3/4X4-1/2 N&B	30.26	2,632.62
1	EA	10 MJ DI SOLID CAP CL	140.42	140.42
2	EA	10 1400 WEDGE RETAINER GLAND	73.84	147.68
2	EA	10 MJ GASKET KIT 3/4X4-1/2 N&B	25.90	51.80
4	EA	8 1400 WEDGE RETAINER GLAND	49.90	199.60
4	EA	8 MJ GASKET KIT 3/4X4 N&B	21.00	84.00
1	EA	6 1400 WEDGE RETAINER GLAND	32.67	32.67
9	EA	6 MJ GASKET KIT 3/4X4 N&B	14.00	126.00

Continued Next Page

TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH

45449

Telephone: 937-847-2665

Quantity	Sell Per	Description	Unit Price	Extended Price
		ITEM 6: 12" CLASS 53 DUCTILE		
260	FT	12 FST PIPE DUCTILE 53 CL	62.69	16,299.40
		ITEM 7: 12" CLASS 53 DUCTILE DIRECTIONAL DRILL		
160	FT	12 MJ PIPE DUCTILE 53 CL	94.65	15,144.00
144	FT	24 STEEL CASING .375 WALL	80.53	11,596.32
18	EA	24X12 CASING SPACERS	104.27	1,876.86
2	EA	24 END SEALS	88.40	176.80
		PLUS SHIPPING ON SPACERS & SEALS		
8	EA	12 MJ GASKET KIT 3/4X4-1/2 N&B	30.26	242.08
		ITEM 8: 6" GATE VALVE & BOX		
8	EA	6 MJ DI RS VALVE OL	611.00	4,888.00
8	EA	16/24 3PC V/BOX SCR "B" W/#6 BSE	251.00	2,008.00
8	EA	16 VALVE BOX TOP NF SCREW		
8	EA	VALVE BOX COVER WATER		
8	EA	18 VALVE BOX BASE EXT SCREW #59		
8	EA	#6 VALVE BOX BASE ONLY		
16	EA	6 1400 WEDGE RETAINER GLAND	32.67	522.72
16	EA	6 MJ GASKET KIT 3/4X4 N&B	14.00	224.00
		ITEM 9: 8" GATE VALVE & BOX		
1	EA	8 MJ DI RS VALVE OL	973.53	973.53
1	EA	16/24 3PC V/BOX SCR "B" W/#6 BSE	251.00	251.00
1	EA	16 VALVE BOX TOP NF SCREW		
1	EA	VALVE BOX COVER WATER		
1	EA	18 VALVE BOX BASE EXT SCREW #59		
1	EA	#6 VALVE BOX BASE ONLY		

Continued Next Page

TEAM EJP
WATER · WASTEWATER · STORMWATER SOLUTIONS

Everett J. Prescott Inc.
32 Prescott Street
P.O. Box 600
Gardiner, Me. 04345-0600

SEE CONDITIONS OF SALE AND PAYMENT TERMS ON REVERSE

PAGE NO.	1
INVOICE NO.	6064010
INVOICE DATE	8/16/22
PACKING SLIP NO.	6064010
CUSTOMER NO.	13542
WAREHOUSE	310

ORIGINAL INVOICE

REMIT TO >
TEAM EJP W.Carrollton, OH
E.J. PRESCOTT INC.
P.O. BOX 350002
BOSTON, MA 02241-0502

WAREHOUSE >
TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH 45449

Telephone: 937-847-2665

SOLD TO >
LARRY SMITH CONTRACTORS, INC.
5737 DRY FORK ROAD
CLEVES, OH 45002

SHIP TO >
LARRY SMITH CONTRACTORS, INC.
ST RTE 63 & East Avenue
Contact: Dave 513-256-0071
Monroe, OH 45050

CUSTOMER P.O. NO.	JOB NAME	JOB NO.	SLS.	DATE DUE	DATE SHIPPED	SHIPPING METHOD
MONROE EAST	MONROE EAST		201	9/15/22	8/10/22	Direct Prepaid

LINE	PRODUCT NUMBER AND ITEM DESCRIPTION		U/M.	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	20262 FST	6 FST PIPE DUCTILE 53 CL	FT	20	31.31 NET	626.20
2	21286 1A	6 AMARILLO FAST-GRIP GASKET	EA	1	71.04 NET	71.04
3	20352 FST	8 FST PIPE DUCTILE 53 CL	FT	20	44.36 NET	887.20
4	21316 1A	8 AMARILLO FAST-GRIP GASKET	EA	1	92.76 NET	92.76
5	20561 FST	12 FST PIPE DUCTILE 53 CL	FT	462	72.50 NET	33,495.00
6	21346 1A	12 AMARILLO FAST-GRIP GASKET	EA	10	164.97 NET	1,649.70

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.
P.O. BOX 350002 BOSTON, MA. 02241-0502

SERVICE CHARGE IS 1 1/2% PER MONTH (18 % A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, AND EJP CLAIMS A MECHANICS'S LIEN UNDER APPLICABLE STATE LAW.

THANK YOU FOR YOUR BUSINESS! PLEASE NOTE: OUR TERMS ARE NET 30 DAYS. YOUR HELP IS NEEDED AND APPRECIATED.

AMOUNT	36,821.90
TAX	.00
FREIGHT	.00
	.00
TOTAL DUE	36,821.90

SEE CONDITIONS OF SALE AND PAYMENT TERMS ON REVERSE

PAGE NO.	1
INVOICE NO.	5981562
INVOICE DATE	6/21/22
PACKING SLIP NO.	5981562
CUSTOMER NO.	13542
WAREHOUSE	310

ORIGINAL INVOICE

EJP SOLUTIONS

Everett J. Prescott Inc.
32 Prescott Street
P.O. Box 600
Gardiner, Me 04345-0600

REMIT TO >
TEAM EJP W.Carrollton, OH
E.J. PRESCOTT INC.
P.O. BOX 350002
BOSTON, MA 02241-0502

WAREHOUSE >
TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH 45449
Telephone: 937-847-2665

SOLD TO >
LARRY SMITH CONTRACTORS, INC.
5737 DRY FORK ROAD
CLEVES, OH 45002

SHIP TO >
LARRY SMITH CONTRACTORS, INC.
ST RTE 63 & East Avenue
Contact: Dave 513-256-0071
Monroe, OH 45050

CUSTOMER P.O. NO.	JOB NAME	JOB NO.	SLS	DATE DUE	DATE SHIPPED	SHIPPING METHOD
MONROE EAST	MONROE EAST		201	7/21/22	6/20/22	Direct Prepaid

LINE	PRODUCT NUMBER AND ITEM DESCRIPTION		U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	20262 FST	6 FST PIPE DUCTILE 53 CL	FT	0	31.31 NET	.00
2	21286 1A	6 AMARILLO FAST-GRIP GASKET	EA	0	71.04 NET	.00
3	20352 FST	8 FST PIPE DUCTILE 53 CL	FT	0	44.36 NET	.00
4	21316 1A	8 AMARILLO FAST-GRIP GASKET	EA	0	92.76 NET	.00
5	20561 FST	12 FST PIPE DUCTILE 53 CL	FT	723	72.50 NET	52,417.50
6	21346 1A	12 AMARILLO FAST-GRIP GASKET	EA	36	164.97 NET	5,938.92
7	/NON02631180	12 MJ PIPE DUCTILE 53 CL	FT	0	107.00 NET	.00

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.
P.O. BOX 350002 BOSTON, MA 02241-0502

SERVICE CHARGE IS 1 1/2% PER MONTH (18 % A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, AND EJP CLAIMS A MECHANICS'S LIEN UNDER APPLICABLE STATE LAW.

THANK YOU FOR YOUR BUSINESS! PLEASE NOTE: OUR TERMS ARE NET 30 DAYS. YOUR HELP IS NEEDED AND APPRECIATED.

AMOUNT	58,356.42
TAX	.00
FREIGHT	.00
	.00
TOTAL DUE	58,356.42

Everett J. Prescott Inc
32 Prescott Street
P.O. Box 600
Gardiner Me 04345-0600

SEE CONDITIONS OF SALE AND PAYMENT TERMS ON REVERSE

PAGE NO	1
INVOICE NO	6039081
INVOICE DATE	6/27/22
PACKING SLIP NO	6039081
CUSTOMER NO	13542
WAREHOUSE	310

ORIGINAL INVOICE

REMIT TO >
TEAM EJP W.Carrollton, OH
E.J. PRESCOTT INC
P.O. BOX 350002
BOSTON, MA 02241-0502

WAREHOUSE >
TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH 45449
Telephone: 937-847-2665

SOLD TO >
LARRY SMITH CONTRACTORS, INC.
5737 DRY FORK ROAD
CLEVES, OH 45002

SHIP TO >
LARRY SMITH CONTRACTORS, INC.
ST RTE 63 & East Avenue
Contact: Dave 513-256-0071
Monroe, OH 45050

CUSTOMER P.O. NO	JOB NAME	JOB NO	SLS	DATE DUE	DATE SHIPPED	SHIPPING METHOD
MONROE EAST	MONROE EAST		201	7/27/22	6/17/22	Direct Prepaid

LINE	PRODUCT NUMBER	ITEM DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	20262 FST	6 FST PIPE DUCTILE 53 CL	FT	0	31.31 NET	.00
2	21286 1A	6 AMARILLO FAST-GRIP GASKET	EA	0	71.04 NET	.00
3	20352 FST	8 FST PIPE DUCTILE 53 CL	FT	0	44.36 NET	.00
4	21316 1A	8 AMARILLO FAST-GRIP GASKET	EA	0	92.76 NET	.00
5	20561 FST	12 FST PIPE DUCTILE 53 CL	FT	120	72.50 NET	8,700.00
6	21346 1A	12 AMARILLO FAST-GRIP GASKET	EA	6	164.97 NET	989.82
7	/NON02631180	12 MJ PIPE DUCTILE 53 CL	FT	165	107.00 NET	17,655.00

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.
P.O. BOX 350002 BOSTON, MA 02241-0502

SERVICE CHARGE IS 1 1/2% PER MONTH (18 % A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, AND EJP CLAIMS A MECHANICS'S LIEN UNDER APPLICABLE STATE LAW.

THANK YOU FOR YOUR BUSINESS!
PLEASE NOTE: OUR TERMS ARE NET 30 DAYS. YOUR HELP IS NEEDED AND APPRECIATED.

AMOUNT	27,344.82
TAX	.00
FREIGHT	.00
	.00
TOTAL DUE	27,344.82

Everett J. Prescott Inc
32 Prescott Street
P.O. Box 600
Gardiner, Me. 04345-0600

SEE CONDITIONS OF SALE AND PAYMENT TERMS ON REVERSE

PAGE NO	1
INVOICE NO	6050414
INVOICE DATE	7/20/22
PACKING SLIP NO	6050414
CUSTOMER NO	13542
WAREHOUSE	310

ORIGINAL INVOICE

REMIT TO > TEAM EJP W.Carrollton, OH
E.J. PRESCOTT INC.
P.O. BOX 350002
BOSTON, MA 02241-0502

WAREHOUSE > TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH 45449
Telephone: 937-847-2665

SOLD TO >
LARRY SMITH CONTRACTORS, INC.
5737 DRY FORK ROAD
CLEVES, OH 45002

SHIP TO >
LARRY SMITH CONTRACTORS, INC.
ST RTE 63 & East Avenue
Contact: Dave 513-256-0071
Monroe, OH 45050

CUSTOMER P.O. NO	JOB NAME	JOB NO	SLS	DATE DUE	DATE SHIPPED	SHIPPING METHOD
MONROE EAST	MONROE EAST		201	8/19/22	7/13/22	Direct Prepaid

LINE	PRODUCT NUMBER	ITEM DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	20262 FST	6 FST PIPE DUCTILE 53 CL	FT	0	31.31 NET	.00
2	21286 1A	6 AMARILLO FAST-GRIP GASKET	EA	0	71.04 NET	.00
3	20352 FST	8 FST PIPE DUCTILE 53 CL	FT	0	44.36 NET	.00
4	21316 1A	8 AMARILLO FAST-GRIP GASKET	EA	0	92.76 NET	.00
5	20561 FST	12 FST PIPE DUCTILE 53 CL	FT	722	72.50 NET	52,345.00
6	21346 1A	12 AMARILLO FAST-GRIP GASKET	EA	36	164.97 NET	5,938.92

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.
P.O. BOX 350002 BOSTON, MA 02241-0502

SERVICE CHARGE IS 1 1/2% PER MONTH (18 % A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, AND EJP CLAIMS A MECHANICS'S LIEN UNDER APPLICABLE STATE LAW.

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AMOUNT	58,283.92
TAX	.00
FREIGHT	.00
	.00
TOTAL DUE	58,283.92

Everett J. Prescott Inc.
32 Prescott Street
P.O. Box 600
Gardiner, Me 04345-0600

SEE CONDITIONS OF SALE AND PAYMENT TERMS ON REVERSE

PAGE NO	1
INVOICE NO	6055699
INVOICE DATE	8/01/22
PACKING SLIP NO	6055699
CUSTOMER NO	13542
WAREHOUSE	310

ORIGINAL INVOICE

REMIT TO > TEAM EJP W.Carrollton, OH
E.J. PRESCOTT INC.
P.O. BOX 350002
BOSTON, MA 02241-0502

WAREHOUSE > TEAM EJP W.Carrollton, OH
145 S ALEX ROAD
WEST CARROLLTON, OH 45449
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Contact: Dave 513-256-0071
Monroe, OH 45050

CUSTOMER P.O. NO	JOB NAME	JOB NO	SLS	DATE DUE	DATE SHIPPED	SHIPPING METHOD
MONROE EAST	MONROE EAST		201	8/31/22	7/27/22	Direct Prepaid

LINE	PRODUCT NUMBER AND ITEM DESCRIPTION		U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	20262 FST	6 FST PIPE DUCTILE 53 CL	FT	0	31.31 NET	.00
2	21286 1A	6 AMARILLO FAST-GRIP GASKET	EA	0	71.04 NET	.00
3	20352 FST	8 FST PIPE DUCTILE 53 CL	FT	0	44.36 NET	.00
4	21316 1A	8 AMARILLO FAST-GRIP GASKET	EA	0	92.76 NET	.00
5	20561 FST	12 FST PIPE DUCTILE 53 CL	FT	723	72.50 NET	52,417.50
6	21346 1A	12 AMARILLO FAST-GRIP GASKET	EA	36	164.97 NET	5,938.92

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THANK YOU FOR YOUR BUSINESS!
PLEASE NOTE: OUR TERMS ARE NET 30 DAYS. YOUR HELP IS NEEDED AND APPRECIATED.

AMOUNT	58,356.42
TAX	.00
FREIGHT	.00
	.00
TOTAL DUE	58,356.42