



**Monroe Council Agenda
Regular Meeting
November 22, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of November 8, 2022.

Visitors

Committee Reports

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

Old Business

Resolution No. 49-2022. A Resolution authorizing the City Manager to enter into a Joint Economic Development District Agreement by and between the City of Monroe and the Township of Turtlecreek. Second Reading)

New Business

Emergency Resolution No. 50-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe, the Monroe Local School District, and the SouthWest Ohio Computer Association for the relocation of fiber assets, and declaring an emergency.

Emergency Resolution No. 51-2022. A Resolution authorizing the City Manager to enter into a contract with Hendel's Affordable Tree Service for the Great Miami Trail Clearing and Grubbing Project and declaring an emergency.

Emergency Resolution No. 52-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Velecor Services for the purchase of a Storage Array Network and declaring an emergency.



Resolution No. 53-2022. A Resolution authorizing the City Manager to implement a Health Savings Account for calendar year 2023.

Resolution No. 54-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Kendig Keast Collaborative for a comprehensive revision of the City's Planning and Zoning Code.

Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC.

Public Hearing: Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC.

Ordinance No. 2022-34. An Ordinance supplementing Chapter 1064 of the Codified Ordinances to establish regulations for memorial trees and benches to be placed in City-owned parks.

Ordinance No. 2022-35. An Ordinance amending and supplementing Ordinance No. 2022-23 to authorize a 3.5% cost of living to non union employees.

Consideration of Motion authorizing the expenditure of \$29,474.05 to Stryker Medical for the purchase of 15 Lifepak CRS Defibrillators.

Administrative Reports

Adjournment



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New Business

Emergency Resolution No. 50-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe, the Monroe Local School District, and the SouthWest Ohio Computer Association for the relocation of fiber assets, and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure.

Background: Duke Energy has identified a conflict with City fiber and Duke's electric facilities on poles along Yankee Road. Options to correct the issues are to pay Duke Energy to replace approximately 4 poles at \$25K each or remove the City's fiber from the poles. The Memorandum of Understanding would allow for our fiber partner SouthWest Ohio Computer Association (SWOCA) to contract for work to place the City's fiber in a conduit that is shared with the Monroe Local School District. Since SWOCA is also a partner with the School district, they have identified areas along the route that are in need of upgrades on the School's fiber line. In performing the work for the City and District, they will eliminate the need for pole replacement and complete the repairs necessary on the conduit for the district.



I am requesting that this action be taken as an emergency so that we can have the work completed as soon as practical to ensure connectivity on the City and School fiber systems.

An additional conflict with Duke and our fiber line was noted on Holman Drive, which will require one pole to be replaced. We will bring that agreement for approval once it is received from Duke.

The Technology Committee was presented this MOU for review at their meeting on November 1st and had no comments prior to bringing the legislation to Council.

Emergency Resolution No. 51-2022. A Resolution authorizing the City Manager to enter into a contract with Hendel's Affordable Tree Service for the Great Miami Trail Clearing and Grubbing Project and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure

Background: This project is for the clearing and grubbing of trees and brush from along the path of the future Great Miami River Trail. The clearing and grubbing had to be split out from the rest of the trail construction due to timing issues with final approval of plans through our design engineers and ODOT. We must have all trees and brush cleared from the trail path by May 1, 2023 to meet the requirements of the Indiana Fruit Bat. After this date, clearing is not allowed again until October. In order to complete the project within 2023, we needed to separate this from the total project to allow the project to carry on as planned in 2023.

ODOT is reviewing the final documents for the trail completion. There was not enough time for ODOT to complete the review and bid the project out before the deadline for the bats. Funding is available for this project in the 2022 budget. This contract amount will decrease the amount of the actual trail construction contract by no longer having to perform these actions within the construction phase.

The total cost of the Clearing and Grubbing project is \$301,942.08. A letter of recommendation is attached from our design engineer. They have assessed all three bids and have determined that this is the lowest and best bid. City staff along with Brandstetter Carroll have met with the contractor and feel confident that they will complete the job in a timely and proper manner.

Emergency Resolution No. 52-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Velecor Services for the purchase of a Storage Array Network and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure

Background: A Storage Array Network (SAN) is a network of storage devices that can be accessed by multiple servers or computers, providing a shared pool of storage space. The existing device is in need of upgrade due to age of the equipment. The budget was put into place after discussion with the Technology Committee in 2021. Delays in computer equipment related to the Chip shortage effected the timing on this purchase.



Bids were sought for the SAN with the results shown below. Many factors contributed to the selection of the chosen device; thus, you will see the lowest price was not the main factor in the selection but the functionality of the piece of equipment selected along with warranty. We had budgeted \$70,000 for the item. The 500T was chosen due to the compression technology allowing for a lower storage value needed and the ability to have the item upgraded to new technology at no additional cost within the 5-year warranty period. That upgradability accounts for the difference in cost in the price of the in the same model.

Reseller	Vendor	Price	Storage	Warranty (years)
CDW	Pure	\$ 65,800.09	45T	3
CDW	Pure	\$ 76,077.69	63T	3
CDW	ME5024	\$ 59,000.00	63T	3
SHI	ME5024	\$ 61,767.10	63T	3
Velecor	ME5024	\$ 52,419.90	63T	3
Velecor	500T	\$ 57,046.80	40T	5
Velecor	500T	\$ 58,560.84	40T	5

Resolution No. 53-2022. A Resolution authorizing the City Manager to implement a Health Savings Account for calendar year 2023.

Strategic Priority: Good Governance

Background: This annual legislation sets the amount of funds that the City provides as part of our Health Insurance Plan to employees Health Savings Accounts. As a part of our wellness program, we are again reserving \$500 as an incentive in each family and single contributions for employees that complete an annual biometric screening with a visit to their physician to review those results. The employees must complete these items by September 1st to receive the full benefit offered by the City.

The City received a zero percent increase in its renewal this year and will continue to partner with Humana to provide health insurance. The City offers a base and a buy up plan through Humana. The buy up plan allows employees to choose a plan with lower out of pocket costs, with the difference in plans costs being covered by the employee.

Resolution No. 54-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Kendig Keast Collaborative for a comprehensive revision of the City's Planning and Zoning Code.

Strategic Priority: Strategic Growth and Development. Communication and Interpersonal Connections. Good Governance.



Background: In June, the City submitted a Request for Proposal (RFQ) to conduct a comprehensive update to the City’s Planning and Zoning Code. This update is crucial to implementing the objectives of the Advance Monroe 2040 Comprehensive Plan as well as the goals of the Council’s Strategic Plan. At the close of the bid deadline, staff received four proposals from a variety of planning and land use firms. In early October, an interview panel comprised of staff and a member of Council interviewed each firm and selected a firm for Council recommendation. Although the panel has selected a firm for recommendation, a thorough analysis of the services provided by each firm has been included in the staff report. The project is included in the 2023 budget with an expenditure amount not to exceed \$250,000.

This summer, the City posted a Request for Proposal (RFP) to seek qualified firms to assist in updating the Monroe Planning and Zoning Code. The intent of this project is in part to increase functionality and user-friendly features as well as to address areas of the code that are conflicting, unclear, or outdated since the last major update was conducted, a process that began in 2010 and was adopted in 2013. The most critical part of this process will be to align the zoning code with many of the objectives and recommendations of Advance Monroe 2040, the comprehensive plan adopted in October 2021. This includes the potential for entirely new zoning districts, updating the zoning map, and creating code regulations to enable desired development, particularly in the focus areas identified in the plan.

In October, staff along with representation from Council, interviewed four firms that had responded to the RFP for the Planning and Zoning Code Update. The firms that participated in the interview process were Camiros, Kendig Keist Collaborative, ZoneCo, and McBride Dale Clarion.

This project most closely aligns with the Strategic Growth and Development component of Council’s strategic plan in that it provides the place to refine the intent behind the “small-town feel” vision in a much more detailed fashion and create the regulatory framework to allow for the kind of development the community wants to see. As it is staff’s intent to make this process very heavily focused on community engagement via in-person and online participation at every stage of the process, this project will also align with the Communication and Interpersonal Connections component. This zoning code update is also in direct alignment with the Advance Monroe 2040 plan. Nearly all the recommendations of the Comprehensive Plan rely on an update to the current Planning and Zoning Code in order to be implemented.

The RFP posted included an estimated not-to-exceed amount between \$200,000 and \$250,000. Staff anticipates starting this project in January 2023.

Below is a summary of each candidate firm and their offerings as related to this project.

Camiros:

Camiros, based in Chicago, Illinois, offers a range of services in the areas of regulatory zoning as well as planning, urban design, and economic development. Camiros is also strong in graphics, which would support any needed visual component to the code. Though based out-of-state, Camiros does have one team member based fairly close in Louisville, Kentucky, who would be assigned to this project.

This firm’s approach to public engagement was to provide multiple avenues for community input,



proposing multiple in-person meetings and virtual input opportunities with stakeholders, the steering committee, and the general public at each deliverable stage. Camiros was very focused on the virtual engagement component, whether it be hosting virtual meetings, allowing for online polling, or posting all presentations online for the public to view and respond to at their convenience. They also suggested creation of a brand for the project, including a logo and website to host all project related materials.

Camiros estimated a 22-month timeframe for the entire project and a not-to-exceed fee of \$235,710 for the services outlined in the RFP response.

ZoneCo:

ZoneCo, based in Cincinnati, Ohio, submitted their proposal as a team effort between ZoneCo and a firm called OHM Advisors. ZoneCo would be primarily responsible for the drafting of the code language itself and OHM Advisors would provide much of the public engagement strategy and visual/graphic components of the process. This team's strong suit is in the technical side of the code update in terms of ensuring the code was written in a clear, consistent, and legally sound manner.

ZoneCo's approach to public engagement included identifying key community groups to involve in the process and hosting "pop up" events to reach the community at events they may already be attending (as opposed to a traditional meeting). Similar to Camiros, they also specified the creation of a specific identity for the project via creation of a logo and project website where virtual engagement opportunities and relevant information would be available for review.

ZoneCo estimated a duration of 16 months for the entire project and a fee of \$209,000 for the services outlined in the RFP response.

McBride Dale Clarion:

McBride Dale Clarion (MDC), based in Cincinnati, Ohio, provides comprehensive land use planning, zoning codes, and development services and is very well known in the Cincinnati area and Ohio overall.

MDC's approach to public engagement as outlined in their proposal and during interview conversation was probably the least specific of all four firms. They listed a variety of public engagement tools they generally utilize that include the use of a website with branding, open houses, online surveys, stakeholder engagement, and committee meetings.

McBride Dale Clarion estimated approximately 20-23 months for the entire project timeframe and a budget range of \$175,000-\$250,000 for the services outlined in the RFP response.

Kendig Keist Collaborative:

Kendig Keist Collaborative (KKC), based in Texas, is a full-service firm offering both code writing and implementation but also public engagement, design, and graphics work. As part of the project, this firm offers a proprietary online platform for content management, code publishing, and viewing capabilities for shared use by City staff and steering committee during the input, drafting, and publishing process. This program integrates easily into Municode, which can assist



in making publishing more streamlined. Though based in Texas, KKC has staff members based in Louisville, Kentucky, that would be assigned to this project.

KKC's approach to public engagement does incorporate virtual opportunities but still emphasizes that the in-person element remains critical for most communities. KKC suggests establishing both a technical committee and a steering committee to lead the process. They propose the traditional format of committee meetings, stakeholder meetings, and public open houses as the core of the engagement process. Similar to the other firms, KKC would implement online surveys/polling, virtual meetings, and social media outreach. Unique to this firm, however, KKC suggests the use of an "open door" meeting, which is an unstructured, no agenda question/answer format discussion between the public and staff/consultant team.

Kendig Keist Collaborative estimated approximately 12 months for the entire project timeframe and a not-to-exceed fee of \$200,263 for the services outlined in the RFP response.

This firm offers an additional service, the creation of a Development Guidebook, to accompany the new zoning code. This document is intended for use by residents, developers, and staff and would house the City's policy for specific submittal requirements beyond the general requirements of the code. This optional service includes the following:

- Summary of development review procedures, including step-by-step process flow diagrams for each type of development application included within the updated Planning and Zoning Code;
- Summary of public notice requirements for each procedure/application type;
- Summary of administrative bodies and their powers and duties;
- New and/or updated application forms and checklists for development review procedures covered by the updated Planning and Zoning Code.

This service is estimated at \$26,000-\$28,000.

Staff proposes that Kendig Keist Collaborative (KCC) be chosen as the firm for this project.

As seen above, KKC's estimated fee is on target but is also not the least expensive proposal. Inclusive of the Development Guidebook, KCC comes in as the third lowest of the four firms. The timeframe proposed is the shortest of all four firms at 12 months. However, KKC has indicated that the fee would not change if the timeframe needed to be extended, assuming the same scope of work.

Unlike other firms, KKC does not specifically suggest the creation of a dedicated project website. Rather, they propose incorporating all project related materials into the existing City website. While a standalone project "brand" and website can be valuable, it is staff's opinion that it is not necessary and there may be advantages to hosting this project on the main City website, which the community is already familiar with.

The impression of staff is that Kendig Keist Collaborative was the most prepared of all four firms. Prior to the submittal deadline for the RFP response, KKC was the only firm to submit questions



regarding the RFP. During the interview, this firm clearly demonstrated they had already taken the time to review our code and pointed out specific sections that may need to be revisited and how they would potentially restructure the document for ease of use. Another benefit of this firm is the use of their online platform for drafting purposes, which allows for more efficient collaboration between the firm and staff throughout the process.

Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC.

Strategic Priority: Strategic Growth and Development.

Background: An application has been submitted on behalf of applicant Park Place Development, LLC for a Zoning Map and Planned Unit Development (PUD) amendment regarding property identified by the Butler County Auditor as parcel ID's: C1800016000030 and C1800016000019 located at the corner of Roden Park Drive and Crossings Boulevard (outlined in red of Figure 1: Location Map). The applicant proposes to construct an 83-unit single-family attached development. The site is approximately 20.91 acres and currently zoned as the Shops of the Monroe Crossings PUD with an underlying zoning of C-4 Gateway Commercial (C-4 PUD) as shown in Exhibit A.

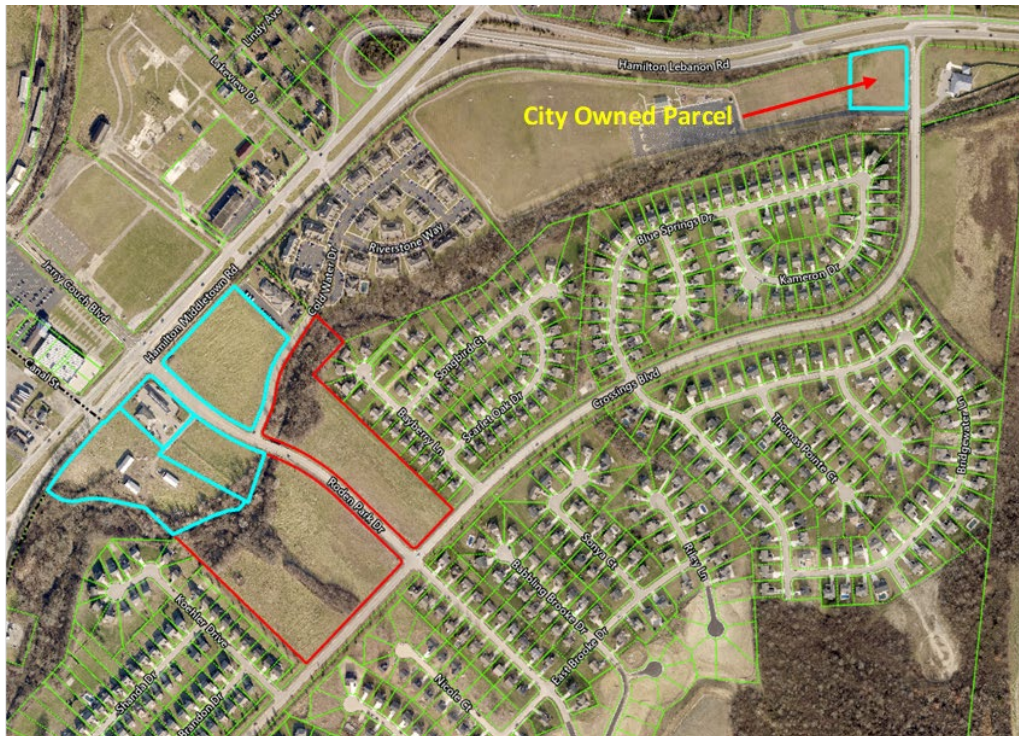


Figure 1: Location Map



Because the City is party to the C-4 PUD with a property owner interest (Figure 1: Location Map), the City, and all other property owners/parties to the C-4 PUD must acknowledge signatory consent of the proposed C-4 PUD modifications. Signatory consent grants authorization from C-4 PUD stakeholders for Park Place Development, LLC to move forward with the proposed C-4 PUD modifications. On August 23rd, the City Council authorized and directed the City Manager to acknowledge signatory consent of the proposed modifications to the Monroe Crossing C-4 PUD.

In their meeting held on October 18th, the Planning Commission held a public hearing to review the application. In a vote of 4-0, with one seat of the Commission vacant, the Planning Commission recommended the application to City Council for approval. The Commission's recommendation of the application was contingent on the applicant incorporating the following as part of the project:

1. Widening the multi-use path to 10' on the north side of Roden Park Drive and that it extends to Cold Water Drive, including signage for users at trail stopping points as approved by the City Engineer.
2. Street trees on Roden Park Drive up to Cold Water Drive be moved to the tree lawn;
3. Installing street trees every 40' on center in the tree lawn on Cold Water Drive and
4. That street trees be moved into tree lawns on both sides of internal streets.

Analysis

Within the Planning and Zoning Code, the purpose of the Planned Unit Development is to offer a certain amount of flexibility within the Code in order to encourage innovative design and to avoid monotony sometimes associated with larger developments. The Shops of Monroe Crossing PUD was created in 2007. Since that time the parcels in question have yielded little interest for commercial development suggesting a residential use to be more suitable.

The current zoning of C-4 PUD does not permit residential development of any kind. Moreover, code section 1204.05: Site Development Standards does not provide for a greater concentration of Multi-Family Residential uses, specifically concerning:

1. Minimum Lot Area. Currently, the zoning code minimum lot area requirement permits one multi-family structure per acre or lot area. Because of this only a minimum number of units can fit into one lot area. Projects of this kind generally entail that each multi-family dwelling unit have its own lot. One way this can be achieved is to provide modifications to the minimum lot area requirement allowing more than one multi-family structure per acre to provide for added individual lot space.
2. Minimum Building Setbacks. The zoning code dictates that, for a single lot, the same minimum setbacks required of a single-family dwelling be applicable to a multi-family structure. Given that each dwelling in the proposed plan will be owned individually, each dwelling should have its own lot. This will cause for a "0" lot line setback for some of the side yards creating common walls between units. Additionally, the proposed plan provides for a large amount of open space, further necessitating the need for a reduced minimum setback requirement.

In order to accommodate the applicant's development proposal, the current land use designation would require modifying the C-4 PUD and a zoning map amendment as follows:



1. Modify the existing C-4 PUD by removing the parcels referenced in Figure 1 above and create a R-4 Multi-Family Residential PUD to include those parcels; and
2. Rezoning the parcels from the underlying C-4 Gateway Commercial to R-4 Multi-Family Residential.

At present, the parcels situated in the approved C-4 PUD permit multiple large-scale commercial, and retail uses as shown in page 7 of Exhibit A. Large scale commercial and retail uses permitted in this C-4 PUD could entail developments such as Walmart, Target, Home Depot, or Lowes. Conversely, the addition of a multi-family residential use could generate a desirable buffer between future potential commercial uses, the parcels to the west abutting State Route 4 (outlined in teal of Figure 1: Location Map), and the existing single-family homes demonstrating a smooth transition between neighboring land uses.

In addition, the comprehensive housing study conducted in 2016 by the University of Cincinnati Economics Center for Research and Consulting found that 88% of all housing units within the City are single-family residential homes, making it one of the city's major obstacles in increasing the types of economic development residents are desiring of their community (retail/restaurant establishments). The Advance Monroe 2040 Comprehensive Plan housing recommendations suggest that creating additional housing units is the most effective way to grow existing businesses, attract new employment opportunities, and support new restaurant and retail offerings.

Please Note, that this step in the process is only for council to consider modifying the C-4 PUD and amending the zoning map relative to the two parcels in question. In the event that Council approves of the application, the applicant will then be required to submit a Site Plan application which will then be forwarded onto the Planning Commission. The Site Plan application process is completely independent of the zoning map amendment and PUD process.

Applicable Code Sections

Chapter 1204: Zoning Districts and Use Regulations. Table 1204.5: Site Development Standards for Residential Zoning Districts.



TABLE 1204-5: SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS

	MINIMUM LOT AREA [1]	MINIMUM LOT WIDTH (FEET)	MAXIMUM % OF LOT COVERAGE	MINIMUM SETBACKS			MAX. BUILDING HEIGHT (FEET) [2]
				FRONT YARD (FEET)	SIDE YARD EACH SIDE (FEET)	REAR YARD (FEET)	
A-1 LARGE-SCALE AGRICULTURAL DISTRICT							
Single-Family Dwellings[3]	5 acres	200	20%	40	25	40	35
Raising of Animals	0	0		0[5]	0[5]	0[5]	
Raising of Crops	0	0		0	0	0	
All Other Permitted Uses	5 acres	200		200	200	200	
A-2 SMALL-SCALE AGRICULTURAL DISTRICT							
Single-Family Dwellings[3]	40,000 sq. ft.	100	20%	40	25	40	35
Raising of Animals	40,000 sq. ft.	100		0[5]	0[5]	0[5]	
Raising of Crops	0	0		0	0	0	
All Other Permitted Uses	2 acres	150		100	50	100	
R-1 SINGLE-FAMILY RESIDENTIAL INFILL DISTRICT							
Single-Family Dwellings	9,000 sq. ft.	75	35%	40	10	30	35
All Other Principal Uses	20,000 sq. ft.	100		40	20	40	
R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT							
Single-Family Dwellings [3]	15,000 sq. ft.	90	30%	40	10	30	35
All Other Principal Uses	20,000 sq. ft.	100		40	20	40	
R-3 TWO-FAMILY RESIDENTIAL DISTRICT							
Two-Family Dwellings	11,200 sq. ft.	80	35%	40	10	30	35
All Other Principal Uses	50,000 sq. ft.	100		40	20	40	
R-4 MULTI-FAMILY RESIDENTIAL DISTRICT							
Two-Family Dwellings	11,200 sq. ft.	80	40%	40	10	30	35
Multi-Family Dwellings[4]	43,560 sq. ft.	100		40	10	30	
All Other Principal Uses	40,000 sq. ft.	100		40	20	40	
NOTES:							
[1] sq. ft. = square feet							
[2] Building heights are maximum heights except as provided in Section 1204.05(A)(6): Height Measurement and Exceptions.							
[3] The minimum site development standards for conservation subdivision uses may vary from these requirements in accordance with Section 1204.04(A)(3): Conservation Subdivisions.							
[4] A minimum of 15% of any lot containing a multi-family dwelling shall remain landscaped or permanently protected as green space.							
[5] The minimum setbacks may vary from these requirements in accordance with Section 1204.04(A)(2)							

Public Hearing: Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC.

Ordinance No. 2022-34. An Ordinance supplementing Chapter 1064 of the Codified Ordinances to establish regulations for memorial trees and benches to be placed in City-owned parks.

Strategic Priority: Good Governance

Background: These memorial regulations were created by the Park and Recreation Board in cooperation with the Department of Public Works. These regulations set parameters for the donation of trees and benches within the city-owned parks. The Department of Public Works will follow these guidelines anytime a gift is offered as a donation to any park.



Ordinance No. 2022-35. An Ordinance amending and supplementing Ordinance No. 2022-23 to authorize a 3.5% cost of living to non union employees.

Strategic Priority: Well Managed Services and Infrastructure.

Background: Annually Council is asked to review the Midwest CPI (7.7%) to consider an amount for the Cost-of-Living Increase to award to employees that are not governed by a Union agreement. Union Agreements include annual increase that are agreed upon during the various negotiations. When considering this COLA for nonunion employees, Council is also asked to be consistent with those bargaining agreements, that have recently been approved at higher rates, so that nonunion employees are given the same consideration when wage is considered. After discussion it was the direction of Council to set the COLA as reflected in the legislation.

Consideration of Motion authorizing the expenditure of \$29,474.05 to Stryker Medical for the purchase of 15 Lifepak CRS Defibrillators.

Strategic Priority: Well Managed Services and Infrastructure.

Background: The LIFEPAK CR Plus AED's that are used throughout the City have reached the end of their useful lives. We are no longer able to get parts or battery replacements for the existing units and they are not reliable as they sit if an emergency were to occur and they are needed for multiple shocks prior to EMS arrival. We have reached out to our vendor and received a quote for the replacement of the 13 existing AED's and the addition of two more to meet our current needs. The pricing for these AED's is covered under the State Bid contract and the funding for the purchase of these AED's will be from the existing budget, so no additional appropriations will be needed. The existing ones will be turned in for a trade-in credit towards the purchase. I have attached a quote for your review.

AED Locations:

City Building (3) - City Building Lower Floor Lobby, City Building Upper Floor Lobby, Community Room Lobby

Public Works (3) - Holman Avenue Main Office, Holman Avenue Engineering Office (new), Water Department on Union Road

Police (2) - Sergeants Staff Car, PD Armory

Fire (7) - Tower 61, Utility 61, Water Rescue 62, Community Paramedic Vehicle, AC Grubbs Vehicle, AC Leverage Vehicle, Battalion Chief Vehicle (new)

Administrative Reports

Adjournment



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

Pledge of Allegiance

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

Roll Call

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

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of October 25, 2022; seconded by Dr. Clark. Voice vote. Motion carried.

Visitors

None.

Committee Reports

Dr. Clark reported the Public Involvement Committee met last Thursday and finalized the plans for Christmas on the Plaza scheduled for December 3, 2022. The Monroe Historical Society will have their buildings open at the same time. Dr. Clark advised to rent a tent with side panels, which includes putting up and taking down, is \$2,100.

Dr. Clark moved to authorize the expenditure of \$2,100 to rent a tent for Christmas on the Plaza; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Discussion and Consideration of Motion to direct the City Manager to obtain estimates for additional parking areas and driveways at Monroe Bicentennial Commons.

Mr. Callahan presented a drawing of additional parking and driveways within Monroe Bicentennial Commons. He also presented photographs of different shelters he saw at other parks. Mr. Callahan suggest various ideas for improvements to the Monroe Bicentennial Commons.



Mayor Funk stated this is a starting point; however, it should go to the Park and Recreation Board to make a recommendation to Council. Mayor Funk stressed he is not opposed to Mr. Callahan's idea, but would like to hear what the Park and Recreation Board thinks and the impact it has on the Park Master Plan.

Mr. Callahan moved to direct the City Manager to obtain estimates for the proposed drive; seconded by Mr. Bellapianta. Roll call vote: two ayes; four nays (Wagner, Clark, Funk, and McElfresh). Motion failed.

Old Business

Resolution No. 48-2022. A Resolution granting consent to the Ohio Department of Transportation for resurfacing and pavement repair, share the road signage, replacement of a bridge, and minor bridge rehabilitations on a portion of State Route 4. (Second Reading)

Mr. Brock noted there is no cost to the City for this consent legislation.

Mrs. McElfresh moved to consider this the second reading of Resolution No. 48-2022 and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 48-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 48-2022; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2022-30. An Ordinance repealing the previously adopted Personnel Policy Manual and subsequent amendments and adopting a revised Personnel Policy Manual as set forth herein. (Second Reading)

Mrs. Hunold informed Council the definition for full-time and part-time was updated, language changes for the leave of absence policy, updated the table of contents, and clarification was added as the policy relates to collective bargaining agreements and fit for duty.

Mrs. McElfresh moved to consider this the second reading of Ordinance No. 2022-30 and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-30 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-30; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.



Ordinance No. 2022-31. An Ordinance amending and supplementing Section 1203.05 of the Planning and Zoning Code to require a development agreement for major subdivisions, the recording of the development agreement with the final plat, prevailing wage be calculated in the engineer's estimate to determine bond amounts, and clarify when specific bonds are eligible for release. (Second Reading)

Mr. Brock recommended that Council deny this as staff is rewriting this and will bring it back through Planning Commission.

Mrs. McElfresh moved to consider this the second reading of Ordinance No. 2022-31 and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-31 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-31; seconded by Mr. Bellapianta. Roll call vote: six nays. Motion failed.

New Business

Resolution No. 49-2022. A Resolution authorizing the City Manager to enter into a Joint Economic Development District Agreement by and between the City of Monroe and the Township of Turtlecreek.

Mrs. Patterson reported this is the first reading for a Joint Economic Development District with Turtlecreek Township. This is the several hundred acres surrounding the Racino where Core5 is looking to construct approximately three million square feet of industrial space. The City will receive revenue in the amount of 3.5% as an administrative fee and the remainder will be 23% to the City and 77% to the Township. In return the City is providing economic development services and some coordination of traffic lights on State Route 63.

Mrs. McElfresh moved to consider this the first reading of Resolution No. 49-2022 and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 49-2022 by title only.

Mrs. McElfresh moved to approve the first reading of Resolution No. 49-2022; seconded by Mr. Wagner. Roll call vote: five ayes; one nay (Callahan). Motion carried

Public Hearing: Resolution No. 49-2022. A Resolution authorizing the City Manager to enter into a Joint Economic Development District Agreement by and between the City of Monroe and the Township of Turtlecreek.



Mayor Funk opened the public hearing with a statement that it will run as follows: “The request will be presented by the Assistant to the City Manager/Economic Development. Following this presentation, anyone wishing to speak in favor of the proposal will be given an opportunity to speak. After all proponents have spoken, the opponents will be given an opportunity to present their case. Speakers are asked not to repeat the same ideas which have been previously presented but indicate that they agree with a previous speaker. All persons speaking are subject to cross examination and must be sworn. Council has the opportunity to question any speaker after they have completed their presentation. Once the public hearing is closed, individual speakers have no right to comment during discussion by Council members.”

Having been sworn, Mrs. Patterson presented the proof of publication of the notice of the public hearing, a draft of the Joint Economic Development District (JEDD) Agreement, and acknowledgement from Butler County they received notice as a provider of sanitary sewer services in that area.

Mayor Funk asked Mrs. Patterson to speak to the success of the existing JEDD with Turtlecreek Township. Mrs. Patterson advised it has been a good partnership and the Township has always spoken kindly when referring to City staff.

In response to Mr. Wagner’s question, Mrs. Patterson advised that the district will be logistics with some small assembly-type businesses that could happen.

Mrs. McElfresh moved to accept the documents for the record; seconded by Mr. Wagner. Voice vote. Motion carried.

Mrs. McElfresh moved to close the public hearing; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Ordinance No. 2022-32. An Ordinance amending and supplementing Ordinance No. 2022-29, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, fiscal year ending December 31, 2022.

Mr. Brock reported this adds to the appropriations the testing for Fire Lieutenant and Battalion Chiefs.

Mrs. McElfresh moved to suspend the rule requiring the reading of Ordinance No. 2022-32 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 Ordinance No. 2022-32 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-32; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Consideration of Motion authorizing the expenditure of \$37,394.92 to CIVICA North America Inc for the Department of Police records management system.



Mr. Brock advised this is the annual fee and staff will be talking to Council about a new system in the future as this is becoming obsolete.

Mrs. McElfresh moved to authorize the expenditure of \$37,394.92 to CIVICA North America Inc for the Department of Police records management system; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of \$26,250 for the use of PRADCO for the Assessment Center for the Battalion Chief process.

Mrs. McElfresh moved to authorize the expenditure of \$26,250 for the use of PRADCO for the Assessment Center for the Battalion Chief process; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion accepting the August and September 2022 Finance Reports as submitted.

Mrs. McElfresh moved to accept the August and September 2022 Finance Reports as submitted; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Administrative Reports

Mr. Brock noted that the Finance Reports are caught up as that is something that Council has brought up in the past.

Mr. Brock requested a motion to schedule a special meeting to review the capital improvement budget.

Mrs. McElfresh moved to schedule a special meeting of Council to review the capital improvement projects on November 15, 2022, at 5:30 pm; seconded by Dr. Clark. Voice vote. Motion carried.

- **Executive Session** To consider the purchase of property for public purposes and the employment of a public employee.

Mrs. McElfresh moved to adjourn into executive session to consider the purchase of property for public purposes and the employment of a public employee; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 7:23 p.m.

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

Council reconvened into regular session at 8:28 p.m.



Adjournment

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

Council adjourned at 8:28 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 50-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE, THE MONROE LOCAL SCHOOL DISTRICT, AND SOUTHWEST OHIO COMPUTER ASSOCIATION FOR THE RELOCATION OF FIBER ASSETS, AND DECLARING AN EMERGENCY.

WHEREAS, the parties set forth in the attached Memorandum of Understanding desire to extend their collaboration and sharing of fiber optic assets in relation to the relocation of fiber assets along Yankee Road.

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 Memorandum of Understanding by and between the City of Monroe, the Monroe Local School District, and the SouthWest Ohio Computer Association pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council deems it necessary to ensure connectivity on the City and School fiber systems at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (the "MOU" or "Memorandum") is entered into effective the date of the final signature below (the "Effective Date") between the City of Monroe (the "City") with principal offices located at 233 S Main St, Monroe Ohio, Monroe Local School District (the "District"), with principal offices located at 500 Yankee Rd, Monroe Ohio, and the SouthWest Ohio Computer Association COG, ("SWOCA"), with offices located at 3611 Hamilton-Middletown Road, Hamilton, Ohio, herein after referred to collectively as "the parties"

WHEREAS the parties desire to enter into an agreement in where they will extend their collaboration and sharing of fiber optic assets in relation the relocation of fiber assets along Yankee Road, (the "Project")

AND WHEREAS the parties desire to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

1. Purpose & Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project. As further outlined below, the Parties will collaborate on the replacement and sharing of new fiber assets along Yankee road between the District's locations of Monroe High School and District Office with the primary purpose to relocate the City's existing fiber optic network underground along the project route.

2. The Parties Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

3. Cooperation. The Parties represent that they have unique assets and/or expertise that they will draw upon to meet the objectives of the Project, and will use those assets and expertise to complete the objectives of the Project.

Each of the parties have an existing fiber network in the area, each serving its own purposes.

SWOCA has unique expertise in the management, deployment, and operations of Fiber networks.

4. Resources. The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Project.

The DISTRICT agrees to provide access to and the use of its existing fiber optic network along the project route.

The CITY agrees to provide the funding necessary for SWOCA to complete the project.

SWOCA agrees to provide the management, coordination of the project.

5. Responsibilities.

The District shall;

- Permit the SWOCA access to, and the shared use of, the existing underground conduit along the route of the project on Yankee Road,
- Permit SWOCA to remove and replace the existing Fiber Optic cables within the conduit, and

- Provide SWOCA with as-built drawings and any other details on the existing fiber network

The CITY shall;

- Provide SWOCA with the as-built drawings and any available or required details,
- Assist SWOCA with the securing of permits required for maintenance work in the Yankee Road right of way, and
- Reimburse the DISTRICT and/or SWOCA for all costs incurred for the relocation of the shared fiber to the underground route

SWOCA shall;

- Install sufficient fibers along the route to meet the grants listed below,
- Secure all required permits required for the construction,
- Coordinate schedules between its contractors, the CITY and the DISTRICT, to minimize service disruption to each entity's operations,
- Coordinate, engage, and manage the appropriate sub-contractors to perform the work required,
- Notify the CITY and DISTRICT of unexpected issues that arise during the project that will impact the timeline or budget, and
- Work with the CITY, DISTRICT, and any subcontractors to identify the most cost and time effective resolutions to any discovered problems.

6. Grants of Use

The DISTRICT shall grant SWOCA the right to use its conduit for the purposes of installing upgraded fiber optic cable.

SWOCA shall grant the DISTRICT a lifetime Indefeasible Right to Use 24 strands for its own network operations.

SWOCA shall grant the CITY a lifetime Indefeasible right to use up to 96 strands for its own network operations

These grants shall be for the usable lifetime of the fiber, as determined by SWOCA.

7. Communication Strategy. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

8. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated in an attempt to resolve any and all issues between the Parties

9. Governing Law. This MOU shall be construed in accordance with the laws of the State of Ohio.

10. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

11. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

12. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

1. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
2. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.
3. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also obtain and maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.
4. The rights of use granted under this MOU and any related agreement will remain in place for the life of the shared fiber asset

13. Notice. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:

1. Delivered by hand or
2. Mailed by domestic registered or certified mail with prepaid postage, after 7 days of business days since the date postmarked

All written notices so given will be deemed effective upon receipt.

Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.

13. Severability. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

16. Authorization and Execution. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

Signature page to follow.

For CITY of MONROE

Signature

Date

Printed Name and Title

For Monroe Local School District

Signature

Date

Printed Name and Title

For SouthWest Ohio Computer Association COG

Signature

Date

Printed Name and Title

EMERGENCY RESOLUTION NO. 51-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND HENDEL'S AFFORDABLE TREE SERVICE FOR THE GREAT MIAMI TRAIL CLEARING AND GRUBBING PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, tree and brush clearing along the Great Miami River must take place prior to May 1, 2023 to protect the Indiana Fruit Bat that is a Federal and State endangered species; and

WHEREAS, after advertising and receiving bids it was determined that Hendel's Affordable Tree Service is the lowest and/or best bid.

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

SECTION 1: The bid submitted by Hendel's Affordable Tree Service is hereby accepted as the lowest and/or best bid submitted for the tree and brush clearing along the Great Miami River.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Hendel's Affordable Tree Service pursuant to the terms and conditions set forth on the bid submitted on November 4, 2022 in the amount of \$301,942.08.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council deems it in the best interest to protect this endangered species and allow for sufficient time to clear trees and brush by May 1, 2023. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



November 10, 2022

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

Gary Morton
Public Works Director
1000 Holman Ave
Monroe, OH 45050

RE: Tree and Bush Removal
Great Miami Trail

Dear Mr. Morton:

We have reviewed the bid received for the above referenced project on November 4, 2022. A copy of the Tabulation is attached.

The lowest and best bid was received by Hendel's Affordable Tree Service in the amount of \$301,942.08. The Engineer's estimate was for \$526,020.00. They said they received Addendum No. 3 and included it in their bid. It shall become part of their contract. They have experience with this type of project and meet the criteria for contract award.

Please contact us if you have any questions.

Sincerely,
BRANDSTETTER CARROLL INC.

Bruce G. Brandstetter, P.E.
Senior Vice President

BGB/smt

Attachments: Bid Tabulation

C: File

BID TABULATION
TREE AND BUSH REMOVAL
GREAT MIAMI TRAIL
MONROE, OHIO
PROJECT NO.: 16131



BID OPEN: November 3, 2022
AT: 10:00AM

BIDDER	TOTAL BID	BID BOND	COMPLETION DATE	ADDENDUM RECEIVED
Hendels Affordable Tree Service Jarrod Hendel 2456 Ross Millville Rd Hamilton, Ohio OH 45013 (513) 266-4052	\$301,942.08	Yes	15-Mar-23	1,2
Durst Brothers Excavating, Inc. Chris Durst 6520 Studebaker Rd. Tipp City, OH 45371 (937) 845-3696	\$384,450.00	Yes	15-Mar-23	1,2,3
VanCuren Services, Inc. Mikayla Heinz 10555 Kinsman Road Newbury, OH 44065 (440) 338-5005	\$539,880.04	Yes	15-Mar-23	1,2,3

BID TABULATION
TREE AND BUSH REMOVAL
GREAT MIAMI TRAIL
MONROE, OHIO
PROJECT NO.: 16131

				Hendels Affordable Tree Service		Durst Brothers Excavating, Inc.		VanCuren Services, Inc.	
PAY ITEM	ODOT SPEC	DESCRIPTION	QTY	UNIT	COST	TOTAL	COST	TOTAL	COST
1	832	Silt Fence	20000	LF	\$ 1.75	\$ 35,000.00	\$ 2.50	\$ 50,000.00	\$ 4.25
2	832	Temporary Sediment Control	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 64,000.00	\$ 64,000.00	\$ 145,000.00
3	201	Clearing and Grubbing, including stump removal	9.2	Acres	\$ 19,184.00	\$ 176,492.80	\$ 15,000.00	\$ 138,000.00	\$ 17,608.70
4	832	Straw, Bales Per ODOT Item as directed by the Owner	50.00	EA	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 216.00
5	623	Construction Layout Staking	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 28,000.00
6	624	Mobilization/Demobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 55,000.00	\$ 55,000.00	\$ 48,000.00
7	614	Maintaining Traffic	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00
8	SPEC	Wetland Delineation	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 1,500.00	\$ 1,500.00	\$ 7,000.00
TOTAL BASE BID ITEMS 1 THRU 8					\$	274,492.80	\$	349,500.00	\$
10% CONTINGENCY					\$	27,449.28	\$	34,950.00	\$
TOTAL OF ITEMS 1 THUR 8 PLUS 10% CONTINGENCY					\$	301,942.08	\$	384,450.00	\$
									490,800.04
									49,080.00
									539,880.04

EMERGENCY RESOLUTION NO. 52-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND VELECOR SERVICES FOR THE PURCHASE OF A STORAGE ARRAY NETWORK AND DECLARING AN EMERGENCY.

WHEREAS, after advertising and bidding it has been determined that Velecor Services is the lowest and/or best bidder to provide a Storage Array Network.

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

SECTION 1: The bid submitted by Velecor Services is hereby accepted as the lowest and/or best bid.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Velecor Services for the purchase of a Storage Array Network pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 3: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council deems it necessary to proceed with this purchase at the earliest possible date prior to a price increase and the age of the existing equipment. Therefore, this measure shall be in full force and effect immediately upon its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



We have prepared a quote for you

COM-New SAN

Quote # 000782

Version 1

Prepared for:

City of Monroe

Bill Brock
brockb@monroeohio.org

Prepared by:
Velecor Services

Michael Brady
michael.brady@velecor.com

Monday, November 14, 2022

City of Monroe
Bill Brock
233 S Main Street
P. O. Box 330
Monroe, OH 45050
brockb@monroecohio.org

Dear Bill,

This quote is in response to the request by City of Monroe for a replacement of the existing Storage Array Network (SAN). The current pricing that we have from Dell is good until December 2nd so we will have to purchase before that date or get the quote refreshed. If we have to get it refreshed then the pricing is subject to change.

This purchase will be due upon receipt. We welcome any further questions and appreciate the opportunity.

Michael E. Brady

Michael Brady
President
Velecor Services

Hardware

Description	Price	Qty	Ext. Price
Dell PowerStore 500T PowerStore 500 all-flash data storage appliances eliminates traditional tradeoffs to deliver performance, scalability and storage efficiency, all in an affordable package.	\$58,560.84	1	\$58,560.84

Subtotal: \$58,560.84

COM-New SAN

Quote Information:

Quote #: 000782

Version: 1

Delivery Date: 11/14/2022

Expiration Date: 12/02/2022

Prepared for:

City of Monroe

233 S Main Street

P. O. Box 330

Monroe, OH 45050

Bill Brock

(513) 360-2200

brockb@monroehio.org

Prepared by:

Velecor Services

Michael Brady

(513) 984-3900

michael.brady@velecor.com



Quote Summary

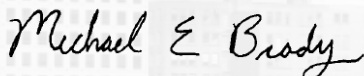
Description	Amount
Hardware	\$58,560.84
Total:	\$58,560.84

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Velecor Services

City of Monroe

Signature:



Name:

Michael Brady

Title:

President

Date:

11/14/2022

Signature:

Name:

Bill Brock

Date:

RESOLUTION NO. 53-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO IMPLEMENT A HEALTH SAVINGS ACCOUNT FOR CALENDAR YEAR 2023.

WHEREAS, the City's selected health insurance carrier has offered a Health Savings Account for employees; and

WHEREAS, Council deems it in the best interest of its employees to implement a Health Savings Account offered through the selected health care provider; and

WHEREAS, as an incentive to employees to obtain a biometric screening and physicians wellness check they would receive an additional \$500.00 contribution from the City to their Health Savings Account.

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 implement a Health Savings Account through its health insurance provider pursuant to the terms and conditions of the annually negotiated provider on file in the office of the City Manager.

SECTION 2: The City shall contribute an amount not to exceed 50% of the base IRS contribution limit into the employee's Health Savings Account of those employees participating in the health insurance plan offered by the City and did not obtain a biometric screening and physician wellness check in 2022:

Employee plus spouse, employee plus children, and family plan	\$3,100
Single plan	\$1,300

For those employees that obtained a biometric screening and physician wellness check in 2022 the City shall contribute:

Employee plus spouse, employee plus children, and family plan	\$3,600
Single plan	\$1,800

SECTION 3: For full-time non union employees that waive the health insurance plan offered by the City, the City shall pay to these employees the following amounts on the first payroll in January of 2023:

Employee plus spouse, employee plus children, and family plan	\$3,500
Single plan	\$2,500

SECTION 4: The Health Savings Account referred to herein shall be the only health insurance plan offered by the City of Monroe.

SECTION 5: 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

RESOLUTION NO. 54-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND KENDIG KEAST COLLABORATIVE TO PERFORM A COMPREHENSIVE REVISION OF THE CITY'S PLANNING AND ZONING CODE.

WHEREAS, after advertising and receiving requests for proposal for a comprehensive revision of the City's Planning and Zoning Code, Council hereby accepts staff's recommendation to accept the proposal from Kendig Keast Collaborative.

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

SECTION 1: The proposal submitted by Kendig Keast Collaborative is hereby determined to be the lowest and/or best proposal and is hereby accepted.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Kendig Keast Collaborative to perform a comprehensive revision of the City's Planning and Zoning Code. The terms and conditions of said agreement are set forth on Exhibit "1" attached hereto and made a part hereof.

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; _____

PROFESSIONAL SERVICES AGREEMENT

PLANNING AND ZONING CODE UPDATE

for

MONROE, OHIO

STATE OF OHIO

§

§

COUNTY OF BUTLER

§

KNOW BY THESE PRESENTS:

This Agreement made this ____ day of _____, 2022, by and between the City of Monroe, Ohio, acting by and through William Brock, City Manager, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its Chief Executive Officer, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite A-300, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

ARTICLE I

CONSULTANT

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Planning and Zoning Code Update (PZC) as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit “A” – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CLIENT as identified in Exhibit “A” – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Planning and Zoning Code Update (PZC) and to which the Agreement applies.

ARTICLE II

SCOPE OF SERVICES

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Planning and Zoning Code Update (PZC) as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as

applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as specified in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
- (i) Other related or unrelated professional planning services that may be requested by the CLIENT which are not specified in the Scope of Services.

ARTICLE III **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.

- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Exhibit "B" – Support Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated on a basis of reimbursement of Actual Costs Incurred ("ACI") by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within twelve (12) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical.
- 5.3 The completion schedule set forth in Section 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") an amount of two hundred thousand two hundred sixty-three dollars (\$200,263.00). ACI includes salary costs, overhead, direct expenses, and profit. The above ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in Section 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI amount. Payments by CLIENT under this Agreement, including the timeliness of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Ohio Government Code.
- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Section 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Exhibit "A" – Scope of Services.

- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No official, employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.

10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CLIENT or obtained or developed by the CONSULTANT for the benefit of the CLIENT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII **INSPECTION OF RECORDS**

12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.

12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII

INSURANCE

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Worker's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- 14.1 Force Majeure. Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 Choice of Law. The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Ohio
- 14.4 Dispute Resolution. Any dispute, controversy or claim between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives or other representatives of the parties who have the authority to settle the controversy. No terms of resolving the dispute, controversy or claim discussed or offered shall be binding on either party or otherwise detrimental to the interest of either party in the event it is not resolved by negotiation.

The disputing party shall give the other party written notice of the dispute by registered or certified mail. Within ten (10) days after receipt of said notice, the receiving party shall submit to the disputing party a written response. Unless shown otherwise, receipt will be presumed to have occurred three (3) days following the mailing. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the designated executive or other representative who will represent the party in negotiations. The negotiators so designated shall meet at a mutually acceptable time and place within twenty (20) days of the date of receipt by the receiving party of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the designated executives or representatives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within ninety (90) days of the commencement of such procedure, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Butler County, Ohio; and all parties consent to Butler County, Ohio, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.

- 14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: William Brock
City Manager
233 S Main Street
P. O. Box 330
Monroe, Ohio 45050-0330

CONSULTANT: Bret C. Keast, Chief Executive Officer
Kendig Keast Collaborative
1415 Highway 6 South, Suite A-300
Sugar Land, Texas 77478

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.14 State or Federal Laws. This Agreement is performed in Monroe, Ohio, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

* * * * *

The parties have executed this Agreement in duplicate originals.

This _____ day of _____, 2022.

FOR THE CITY OF MONROE:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
William Brock
City Manager

By: 
Bret C. Keast, AICP
Chief Executive Officer

ATTEST:

**EXHIBIT “A”
PREPARATION OF A PLANNING AND ZONING CODE UPDATE
MONROE, OHIO**

SCOPE OF SERVICES AND BUDGET

**I.
INTRODUCTION**

Overview

Under contract to the City of Monroe, Ohio, Kendig Keast Collaborative (KKC) will provide professional ordinance writing services to assist the City in an update of the Planning and Zoning Code (PZC). This work effort will be centered on reorganizing and updating the zoning regulations, procedural streamlining, and quality of the built environment. The project will establish provisions that promote redevelopment in key areas, accommodate mixed-use development, facilitating a greater option of housing choices, and foster a high-quality development through better design. This work will focus on the zoning districts and land uses; development standards; administrative procedures; and implementation of the policies and priorities identified in the *Advance Monroe 2040* Comprehensive Plan and the needs identified in the *Comprehensive Housing Study* and other key policy documents as identified by City staff.

Project Schedule

KKC will coordinate with City staff to develop a workable and detailed project schedule for the Planning and Zoning Code Update Project. The project schedule will include all of the major functions and activities for which the Consultant Team will be involved during the ordinance development process. We propose the project to be substantially complete with delivery of a public hearing draft within 10 months, leaving a two-month period for review and consideration of adoption in 12 months. This schedule will ensure that project momentum is maintained after receipt of the City’s Official Notice to Proceed.

The schedule will be coordinated so that the City’s Project Director can provide status reports to the City Council at regular milestones. The scope of services includes virtual meetings with a Code Steering Committee, regular calls or videoconferences with the City’s Project Director, along with a final presentations to the Planning Commission and City Council. Additional meetings other than those included in the Core Project Services will be on an Add-Alternate basis.

Project Administration

KKC will complete project management activities in coordination with the City’s Project Director to ensure schedule adherence, cost control, and quality assurance. These activities will include:

- Preparation and maintenance throughout the project of a **project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes ensuring adequate time for City review/approval of deliverables. The schedule will be set during Phase 1.
- Monthly submittal of **written progress reports** in conjunction with each monthly invoice. These reports will describe the project status and document significant work accomplished and activities scheduled for the next progress report period, as well as noting any difficulties encountered and steps taken to address the noted difficulties.

The core services of the project are divided into three distinct stages:

- (1) Project Kick Off;
- (2) Planning and Zoning Code Update Drafting; and
- (3) Public Review and Adoption.

CORE PROJECT SERVICES

PHASE ONE: Project Kick Off

Task 1.1, *Kick-Off Video Conference*. Meet via video conference with City Staff to:

- Establish communications, scheduling, file format, and administrative protocols;
- Receive data and information such as Planning Commission and Board of Zoning Appeals cases and decisions, pending Planning and Zoning Code amendments, staff interpretations, GIS files, etc.);
- Lay out a detailed schedule for the project outlining the deliverable and meeting dates, public engagement opportunities, adequate time for review and discussion, and periods for revisions and resubmittals;
- Establish the plan and schedule for web/social media posts;
- Outline the respective roles of the KKC Team members and City staff in drafting and presenting the various components of the Planning and Zoning Code Update; and
- Discuss the structure and membership of the Code Steering Committee, preferably with some members who were involved in *Advance Monroe 2040* Comprehensive Plan, together with those who are “technical users” of the current Planning and Zoning Code.
- Discuss the structure and membership of the Code Technical Committee, made of City staff and staff members of other public agencies if applicable.

Meetings:

- City of Monroe Staff Kick-Off Meeting.
- Review and discussion of Proposed Work Plan and Project Schedule.

Trips: None

Deliverables:

- Detailed Work Plan
- Project Management Plan

Task 1.2, Community Engagement Plan

Community and stakeholder buy-in is a linchpin to the successful adoption and implementation of the updated Planning and Zoning Code. All persons must have ample opportunity to be actively involved. Development code projects tend to draw those persons who are most directly affected so these “power users” will be sought out and engaged continuously throughout the process. The Community Engagement Plan will include the:

- Overall oral and written communication strategies and how each is to be messaged and delivered;

- Schedule of outreach events and activities by task and date along with the purpose and intended outcomes and deliverables, as identified within this Project Scope and as applicable;
- Design and organization of each event relating to the schedule, timing and sequencing of activities, e.g., atmosphere, greeting and reception, sign in, means of gathering or soliciting input, meeting management, contingencies, etc.;
- Methods of communication including presentations, graphics and illustrations, computer-aided models and mapping, interactive workshops or charrettes;
- Event structure including room and a/v requirements, signage, and equipment and material needs;
- Venue types, sizes and their layouts and locations;
- Methods and types of media for advertising and promotion;
- Coordination with local media outlets;
- Roles and responsibilities of city/consultant organizers and public officials or other invitees;
- Identification of individuals and groups to be involved and the methods of invitation; and
- Documentation and recordings.

Meetings: Meeting to review the Community Engagement Plan and to meet with staff assigned to assist in this effort.

Trips: Trip #1

Deliverable: Community Engagement Plan

Task 1.3, *Review of Plan Documents and Ordinances.*

- Comprehensively review all existing planning documents including *Advance Monroe 2040 Comprehensive Plan* and the *Comprehensive Housing Study, Parks Master Plan*, together with any other applicable policy documents.
- Comprehensively review the current Planning and Zoning Code along with other ordinances within the City's Code of Ordinances for cross-referencing, supplementation, or integration into the updated Planning and Zoning Code Update.

Meeting: None for this phase

Deliverables: None for this phase

Task 1.4, *Project Introduction.*

- Provide an in-person introductory presentation to the Planning Commission during the first visit, with the Code Steering Committee, Code Technical Committee, and other agencies and partner organizations invited, for example, the Monroe Area Community Improvement Corp (CIC), Park Board, etc. in attendance.

- Provide content for use by staff to build a project webpage on the City's website which would:
 - Include general information, schedules, presentations, and the draft Planning and Zoning Code Update modules as they are developed and readied for public review; and
 - Be regularly updated during the project with materials provided by the KKC Team.

Meeting: In-person presentations to the Planning Commission, Board of Zoning Appeals, and City Council, with other agencies and partner organizations invited.

Trips: Trip #1

Deliverables: Introductory PowerPoint presentation

Task 1.5, *Field Reconnaissance*.

- Observe built applications of the existing Planning and Zoning Code, particularly demonstrations of best practices applications, through self-guided field reconnaissance and a staff-lead tour with the Community Development staff. If self-guided then KKC will need a list of destinations from City Staff.
- Put specific focus on:
 - The three Focus Areas from *Advance Monroe 2040 Comprehensive Plan (Downtown, Duke Energy Substation, and Butler Tech's LeSourdsville Campus)*
 - Staff Identified existing neighborhoods and districts
 - Major transportation corridors, including Cincinnati-Dayton Rd. and State Route 63
 - Existing development and new development under construction
 - Open space areas and agricultural areas warranting protection or preservation
- Potential infill and redevelopment areas
- Develop a photographic inventory to capture development types, forms, and patterns and those that reflect or are contradictory to the policies of the Comprehensive Plan.

Meeting: City tour

Trips: Trip #1

Deliverables: None for this task

Task 1.6, *Meetings and Interviews*. Conduct a series of meetings during the course of the first visit, or virtually, which would include:

- A kick-off meeting with the Code Steering Committee;
- One-half day meeting(s) with members of the Code Technical Committee;
- Focus group meetings with technical users (architects, landscape architects, engineers, landowners, and developers), neighborhood associations, business

owners, realtors and brokers, environmental advocates, economic development advocates, and/or civic organizations;

- “Open door” meeting, at which the project would be described and ideas would be solicited regarding the key development and regulatory issues in the community.

Meeting: Arrange for up to three 45- minute meetings with key stakeholder groups, e.g., builders, developers, land and business owners, brokers and realtors, and design professionals to present our findings and receive constructive criticism and input toward finding a workable approach for drafting the updated Planning and Zoning Code.

Trips: Trip #1

Deliverables: Written Summary of Input

Task 1.7, *Code Audit and Annotated Outline.*

- Prepare a Code Audit that:
 - Assess the advantages, shortcomings, and gaps in the existing Planning and Zoning Code to assist in clarifying needed areas of updating;
 - Outlines the relevant *Advance Monroe 2040 Comprehensive Plan* initiatives related to the updated Planning and Zoning Code and the means for implementing them; and
 - Evaluates the effectiveness of the Planning and Zoning Code relative to on-the-ground outcomes.
- Prepare an Annotated Outline that showing the intuitive proposed structure of the Planning and Zoning Code Update.
- Present the Code Audit and Annotated Outline to the Code Steering Committee and Code Technical Committee, with invitations extended to members of the Planning Commission and/or City Council.

Meeting: Presentation of the Code Audit to the to the Code Steering Committee and Code Technical Committee, with invitations extended to members of the Planning Commission and/or City Council

Trips: Trip #2

Deliverables:

- Code Audit Report in the form of a PowerPoint presentation
- Proposed Annotated Outline

PHASE TWO, Planning and Zoning Code Update Drafting

Task 2.1, Setup of Online, Interactive Drafting and Publishing Site (enCodePlus™)

- Design and build the site framework, including the homepage, page layout and stylesheet, and preliminary outline.
- Build and calibrate the features selected by the City, which may include (see Add-On Alternatives, below):

- AppTrak+ (application tracking) (Add-Alternate)
 - Archiving*
 - Custom Site Design (Add-Alternate)
 - eReader*
 - Project Website*
 - Calculators (bufferyards, development yield, fees, landscaping, screening, parking, signage) (Add-Alternate)
 - GIS (land use lookup and multiple listing service) (Add-Alternate)
 - Custom Indexing (Add-Alternate)
 - Interactive Summary (Add-Alternate)
 - Site Navigator (Add-Alternate)
 - Cloud Library*
 - Definition Library*
 - Escrow*
 - Ordinance Assistant*
 - Codification / recodification
- *

**Included Standard or Premium enCodePlus™ feature*

Meeting:

- Train staff on the use of the Maintenance Module for providing comments and editing the draft ordinance.

Deliverables:

- Web-based interactive site including the features outlined in Task 2.1, above. Add-Alternates and their pricing are as follows:
 - Interactive online GIS Zoning Map (\$7,500 one-time; \$8,500 maintenance)
 - Land use lookup (\$3,500 one-time; \$750 annual maintenance)
 - AppTrak+ online application tracking (\$8,500 one-time)
 - Site Navigator (\$4,500; 750 annual maintenance)
 - Interactive Summary (\$9,000; 750 annual maintenance)
 - Custom Indexing (\$3,500)
 - Landscaping/Screening calculator (\$2,750 one-time)
 - Sign calculator (\$2,750 one-time)
 - Parking calculator (\$2,750 one-time)
 - Development Yield calculator (\$2,750 one-time)
 - Fee calculator (\$2,750 one-time)
 - Annual license fee (\$5,000 – waiver through December 31, 2023)

Task 2.2, Delivery of Planning and Zoning Code Update Draft Modules

- Draft the Planning and Zoning Code Update in two modules to facilitate discussion with the Code Steering Committee, Code Technical Committee, Planning Commission, City Council, as well as the general public on an iterative basis.
 - Module 1: Zoning Districts, Land Uses, Subdivision and General Development Standards
 - Module 2: Development Review Bodies and Procedures and Remaining Provisions
- Hold a bi-weekly call with the City's project director to discuss the content of the draft and to coordinate on what needs to be done over the next two weeks.
- Submit each module in enCodePlus' web-based format along with MS Word and PDF versions for staff distribution.
- After one round of comments from the Code Steering Committee and Code Technical Committee, consolidate the revised Modules into a Public Hearing Draft.
- Update existing zoning map to conform with Advance Monroe 2040 and proposed zoning changes associated with updated Planning and Zoning Code.
- Conduct an Open House event on the Public Hearing Draft.

Meeting:

- Bi-weekly calls with City staff and on-site meetings during each trip.
- Two (2) meetings with Code Steering Committee and two (2) Code Technical Committee.
- Two (2) Open House events for the general public - one per module.

Trips: Trips #3, #4, and #5

Deliverables:

- Two (2) Planning and Zoning Code modules.
- Updated Zoning Map.
- Passwords for staff users of enCodePlus.
- Proposed revisions from Staff for each Module (Staff Deliverable).
- Meeting PowerPoint presentations.

Optional Deliverables:

- Development Guidebook (See Supplemental Services, below)
- Handbooks/Toolkits for Certain Regulations (by quote)
- Topical issue papers, e.g., suburban mixed-use, sustainability, approaches to housing affordability, land use versus character (by quote)
- Design and Urban Design Standards or Guidelines for key Focus Areas (by quote)

Task 2.3, *Illustration*

- Generate customized graphics to illustrate the housing and building types, development concepts and standards, for use in public meetings and for publishing in the updated Planning and Zoning Code.
- Modify “stock” graphics for common provisions, e.g., measurements, lot and building dimensioning, definitions, etc.

Meeting: None

Trips: None

Deliverables: Graphics integrated into the two Modules

Task 2.4, *New Zoning Map in ArcGIS*

A fundamental task of updating the Planning and Zoning Code is to reconcile the future land use designations and zoning classifications. To successfully implement the plan, the districts must be consistent and calibrated. It is preferred to have direct relationships between the plan and code so that they are easier to explain, administer, and use. This project provides a perfect opportunity since both are included in the scope. This task includes:

- Analysis of the zoning map relative to its consistency (or inconsistency) with the Future Land Use Map in Advance Monroe 2040 and existing land use, existing nonconformities, areas of transition, and the process and communication plan to convert districts, as necessary;
- Updated changes to the zoning map in ArcGIS based on the Future Land Use Map and modifications to the zoning districts, as applicable.

Meeting: None

Trips: None

Deliverables: Updated Zoning Map in ArcGIS

Task 2.5, *Development Guidebook (Optional, see Supplemental Services, below)*

The guidebook will include:

- Summary of development review procedures, including a step-by-step process flow diagrams, for each type of development application included within the updated Planning And Zoning Code;
- Summary of public notice requirements for City staff and applicants to use;
- Summary of administrative bodies and their powers and duties;
- New and/or updated application forms and checklists for development review procedures that are covered by the updated Planning and Zoning Code.

Meetings:

- Staff meeting held in conjunction with already scheduled trips to review and discuss the current application intake, review and approval practices.
- Meet with staff to review and receive feedback on the proposed application and review processes, and comments on the Development Guidebook.

Trips: Trip #3 and #4

Deliverable: Development Guidebook in Adobe InDesign and PDF format

PHASE THREE, Public Review and Adoption

Task 3.1, *Public Hearing Draft*

- Produce a Public Hearing Draft of Planning and Zoning Code Update, based on comments on the Public Review Draft, suitable for public distribution and presentation before the Code Steering Committee and to the Code Technical Committee.
- Publish the Public Hearing Draft in enCodePlus.
- Present the Public Hearing Draft to the Code Steering Committee and Code Technical Committee for their final review and recommendation.

Meetings: Public Hearing Draft presentation to the Code Steering Committee and to the Code Technical Committee

Trips: Trips #5

Deliverable:

- Public Hearing Draft of updated Planning and Zoning Code (published online and in Word/PDF)
- PowerPoint presentation on Public Hearing Draft

Task 3.2, *Public Outreach and Education on Public Hearing Draft*

- Produce a series of posters that can be on display in the City Hall or other appropriate location and posted on the City's website that provide brief descriptions of the key regulatory elements of the updated Planning and Zoning Code.

- Produce a PowerPoint presentation that overviews the updated Planning and Zoning Code that can run on a loop on the City’s website.

Meetings: None

Trips: None

Deliverable:

- Series of posters highlighting and summarizing key elements within Public Hearing Draft
- PowerPoint presentation on Public Hearing Draft

Task 3.3, *Public Hearings*

- Attend an in-person public hearing of the Planning Commission to present updated Planning and Zoning Code.
- Make a final round of revisions to incorporate changes recommended by the Planning Commission.
- Attend an in-person public hearing of the City Council to present the updated Planning and Zoning Code.

Meetings:

- One (1) Planning Commission public hearing.
- One (1) City Council public hearing

Trips: Trip #5 and #6

Deliverable:

- Public Hearing Draft of Planning and Zoning Code (published on enCodePlus and in Word/PDF).
- PowerPoint presentation on Public Hearing Draft.
- Adopted Planning and Zoning Code in the form of:
 - Electronic files in MS Word and Adobe PDF.
 - Applicable licensed access to enCodePlus.

SUPPLEMENTAL SERVICES

During the course of the project, the City may deem it necessary to schedule more meetings, request further research, or otherwise engage KKC personnel in additional work efforts not anticipated at project initiation and not included in this scope and budget. Any such supplemental services will be authorized by the Development Director. These additional services will be documented through a written amendment to the Scope of Services and approval of a

corresponding increase in the maximum not-to-exceed amount of compensation. If necessary, an adjustment to the time of performance may also be necessary.

2.5 Development Guidebook; (Cost - \$18,500)

Because the Planning and Zoning Code (PZC) will include new standards and provisions of approval, as well as permits and processes necessitating new and updated submittal requirements, KKC would produce a Development Guidebook that outlines each application process for prospective applicants. The Guidebook would include a summary of processes and procedures for each type of approval or permit covered by the new regulations, and schedules for the development application and approval processes. The Development Guidebook would also include an appendix of new or updated application forms and checklists for the approvals and permits that are covered by the PZC. The forms would be developed in an electronic “fill-in-the-blank” format.

4.1 Additional Trips / Meetings; (Cost – \$1,800 per person per day, plus direct expenses)

KKC will be available to attend additional meetings through the course of the project. Additional meetings that occur within the established schedule of days/nights (i.e., while KKC is already on-site for a meeting spelled out in this Scope of Services) will be at no additional charge. Those that require additional days to be spent on-site will be billed for that time and those that require a separate, additional trip will be billed for the corresponding time and expenses, including time spent preparing for, and wrapping up, each trip. The City will pre-authorize any additional days or trips.

4.2 On-Call Implementation Consulting Assistance; (Cost – available upon request)

- *Adoption Follow Up*. Upon adoption and first year administration of the new ordinances, KKC may provide consultant assistance, as follows:
- *Assemble Staff Notes*. During the initial term of administration, staff of different City departments will likely make note of wording or dimensional changes or other provisional adjustments as record for consideration of amendments. KKC would assemble these notes, developed by City staff in a written and consistent form, evaluate them as to warranted amendments, and then draft a recommended amendments memorandum.
- *Performance Audit*. An audit will be conducted to validate the success of the ordinances in achieving certain performance measures, including the gain in efficiency in processing applications toward approval and the quality of development procedures and outcomes. The results of the audit will be included in the Recommended Amendments Memorandum.
- *Recommended Amendments Memorandum*. After pulling the staff notes together and analyzing them for any conflicts or inconsistencies, KKC will draft a memorandum outlining the recommended amendments, together with required changes elsewhere in the ordinances or City Code to ensure their integrity. This memorandum may be presented to the Planning Commission and City Council to provide technical guidance.
- *Draft Amendments*. Based on the above memorandum, KKC will draft the warranted amendments in legislative format for staff review. Upon confirmation of the amendments, City staff will present them to the Planning Commission and City Council for recommendation and adoption. KKC will be available to present the amendments on

an Add-Alternate basis. Once adopted, the amendments will be approved and published in enCodePlus, with an archive created of the former ordinance.

- *Codification Health Check*. To ensure that the ordinances have been amended and codified properly, a health check will be conducted by enCodePlus staff. The check will review the format and language of amendments, their consistency with state and federal law, correct numbering, history notes, the effective date, and whether the ordinances are footnoted and hyperlinked within the document.
- *Five-Year Update*. To maintain the integrity of the ordinances and to keep them current with legal and regulatory changes and the latest trends, and to amend them as necessary, KKC will perform a comprehensive assessment and conduct warranted updates.

PROJECT BUDGET

City of Monroe Planning and Zoning Code Update					
Key Personnel	Principal-In-Charge	Project Manager	Code Practice Leader	Associate	TOTAL
Hourly Rate	\$200	\$135	\$145	\$100	
Scope Tasks					
Phase 1. Kick-Off					
1.1 Kick-Off Video Conference					\$985
1.2 Community Engagement Plan					\$4,925
1.3 Review of Plan Documents and Ordinances					\$4,325
1.4 Project Introduction					\$4,360
1.5 Field Reconnaissance					\$1,880
1.6 Meetings and Interviews					\$2,080
1.7 Code Audit and Annotated Outline					\$10,060
Subtotal	\$3,600	\$12,825	\$3,190	\$9,000	\$28,615
<i>Direct Expenses</i>					\$2,137
TOTAL FOR PHASE 1	\$3,600	\$12,825	\$3,190	\$9,000	\$30,752
Phase 2. Iterative Drafting					
Setup of enCodePlus™	Waived				\$0
2.2 Delivery of P & Z Code Draft Modules					\$113,675
2.3 Illustrations					\$15,675
2.4 New Zoning Map					\$12,550
2.5 Development Guidebook (Optional)	Per Final Scope				\$0
Subtotal	\$0	\$65,475	\$38,425	\$38,000	\$141,900
<i>Direct Expenses</i>					\$2,493
TOTAL FOR PHASE 2	\$0	\$65,475	\$38,425	\$38,000	\$144,393
Phase 3. Adoption					
3.1 Public Hearing Draft					\$12,750
3.2 Public Outreach and Education					\$6,150
3.3 Public Hearings					\$3,940
Subtotal	\$0	\$10,260	\$6,380	\$6,200	\$22,840
<i>Direct Expenses</i>					\$2,278
TOTAL FOR PHASE 3 (Without Optional Task)	\$0	\$10,260	\$6,380	\$6,200	\$25,118
TOTAL For All Phases					\$200,263

Exhibit “B”

Support Services of Client

The **City of Monroe, Ohio** (“Client”) will provide administrative and technical support services to assist Kendig Keast Collaborative (“Consultant”) and its team in performing the Scope of Services described in Exhibit “A.” The support services to be provided by the Client will include the following types of general services and specific tasks for the work program:

- Identify a single individual as the Client’s Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative effort involving both Client and Consultant personnel, resources and capabilities.
- Provide all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the Client in digital or printed format and is pertinent and necessary for development of each deliverable. *Prompt compilation and delivery of such resource materials to the Consultant is an essential prerequisite for initiation of work and timely progress on various initial study tasks.* The Client will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. Digital files are preferred whenever available.
- Immediately upon project initiation, the Client’s Project Director will coordinate with the Consultant to transfer spatial data and mapping that the Client can make available for the project, including data sets and GIS coverages already developed/maintained by the Client (or a GIS/mapping contractor) for its entire planning area or readily available to the Client from other sources. (The Consultant will also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.) *Delay in transferring this data to the Consultant may compromise the overall work program and the schedule of deliverables. Availability of a workable base map and dataset is an essential prerequisite for initiation of work and timely progress on various initial tasks.*
- Ensure that key Client personnel, board/commission members and elected officials will participate as needed in the process and be available upon request, through arrangements made by the Client’s Project Director, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in Exhibit “A,” Scope of Services.
- Assist the Consultant in establishing contacts with agencies and organizations for data collection and coordination purposes, except where the Consultant is already known to and has communicated with an agency or organization through previous projects. Based on our experience, it is helpful for Client staff to make such entities aware of the project and provide a “heads up” in advance of potential Consultant contacts so the agency or organization recognizes that the Consultant is engaged in a Client-sponsored project that will benefit from their input and support.
- Reproduce and forward each draft project deliverable submitted by the Consultant to advisory committee members (or to designated board/commission members in lieu of an advisory committee), key Client staff members and other project participants as appropriate. An item should be added to City Council agendas throughout the duration of the project, at appropriate milestone points, so Client staff can provide status reports and allow for ongoing Council

discussion opportunities and overall direction of the process. Client staff will be responsible for providing briefings to local officials at regular intervals throughout the process, in addition to any Consultant briefings specified in Exhibit "A," Scope of Services.

- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The Client will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the Client's website.
- Use the Client's website to disseminate information and inform, update and educate the public about the ongoing project. The Consultant will provide already-completed documents or GIS maps in an Adobe PDF format, which can be easily posted on the Client's website.
- Provide three-ring binders with tabs for all advisory committee members, involved officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Consultant will provide one reproducible original of notebook materials for reproduction and distribution by the Client.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit "A," Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels with flip pads and markers, etc.). The Client's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailling/distributing notices, reproducing agendas and other handout materials, and providing refreshments. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Client will also be responsible for inviting local officials and representatives of other key agencies and community organizations to attend public meetings related to the process.
- Commit the necessary resources to prepare adequately for, promote citizen participation in, and ensure media coverage of key community involvement events. The Client might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support. The Client's responsibilities will include securing a meeting location with adequate setup and seating for large gatherings and presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, flip pads and markers, etc.), distributing promotional posters and/or flyers, distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards (as appropriate), making arrangements for snacks/beverages and "warm-up" entertainment (as appropriate, such as a local school choir), providing greeters and Client staff or volunteers to staff a sign-in table, assigning Client staff to assist Consultant personnel during any planned break-out sessions, arranging for local officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes (as appropriate) to encourage attendees to stay for the entire event, and reproducing a program/agenda for the event. The Consultant will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

- Consider and act on all deliverables and other interim work items submitted by the Consultant that require Client review, comments or approval within a reasonable period of time so as to enable the Consultant to complete the work on schedule. Specific timeframes for such Client response will be incorporated into the detailed project schedule cited in Exhibit "A," Scope of Services. *Any delays encountered by the Consultant during the project, which are beyond the Consultant's control, will be documented in the monthly progress reports and may delay the delivery of work products and/or the original anticipated completion date of the project.*
- Provide the Consultant written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the Consultant.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the Client.

ORDINANCE NO. 2022-33

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 21 ACRES, MORE OR LESS, LOCATED AT RODEN PARK DRIVE AND CROSSINGS BOULEVARD, AND FURTHER DESCRIBED HEREIN, FROM C-4 GATEWAY COMMERCIAL PLANNED UNIT DEVELOPMENT TO R-4 MULTI-FAMILY PLANNED UNIT DEVELOPMENT PURSUANT TO THE RECOMMENDATION OF THE MONROE PLANNING COMMISSION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND PARK PLACE DEVELOPMENT, LLC.

WHEREAS, Park Place Development has applied for a Planned Unit Development to the Planning Commission pursuant to Section 1206.04 of the Planning and Zoning Code; and

WHEREAS, the Planning Commission held a public hearing on said Application, with attached preliminary development plan, during which certain terms and conditions were requested by the Planning Commission and agreed upon by the Applicant, Park Place Development, LLC; and

WHEREAS, said terms and conditions requested by the Planning Commission and agreed upon by the Applicant, Park Place Development LLC, are expressly set forth in the Planned Unit Development Agreement marked Exhibit "A" and attached hereto and made a part hereof; and

WHEREAS, on October 18, 2022, Planning Commission, by motion, approved said Application subject to the terms and conditions set forth on Exhibit "A": and referred the Application to City Council for its consideration.

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

SECTION 1: The real property located at Roden Park Drive and Crossings Boulevard and further described on Exhibit "A" and containing approximately 21 acres, more or less, is hereby rezoned from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development.

SECTION 2: The City Manager is hereby authorized to enter into a Planned Unit Development Agreement by and between the Park Place Development, LLC and the City of Monroe pursuant to the terms and conditions set forth on Exhibit "A".

SECTION 3: The City Clerk or Engineer shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in Section 1203.03(e)(5) of the Planning and Zoning Code.

SECTION 4: 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

HYDE PARK AT THE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2022, by and between Park Place Development, LLC, an Ohio limited liability company (“Park Place”) and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the “City”).

1. **Recitals.** This Agreement shall be considered a First Amendment to the Planned Unit Development Agreement by and between the Shops of Monroe Crossings, LLC and the City of Monroe dated July 31, 2007, and recorded in the Butler County Recorder’s office being Book 7944, Page 1530. Park Place, acting as agent for the property owners, proposed to develop 83 owner occupied single-family attached units located on approximately 20.91 acres of the original area set forth in the Agreement further described in the Preliminary Development known as Hyde Park at the Crossings as submitted to the Monroe City Council. Park Place has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 “Planned Unit Developments.”

Park Place has agreed to develop the area subject to this Planned Unit Development (“Project”) according to the guidelines set forth in the Monroe Planning and Zoning Code (“Code”). The parties desire to enter into this Agreement to memorialize the substantive conditions attached to this Planned Unit Development.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the Preliminary Development Plan approved by Monroe City Council. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code unless any such site plan standards or other applicable zoning code regulations have been modified by the Stage II Plan Approvals by City Council.

3. **Conditions Specific to Hyde Park at the Crossings R-4 PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. Park Place shall construct all public and private infrastructure improvements as indicated on the approved PUD Stage II preliminary plat and incorporating any

modification, additions and conditions set forth in the PUD Stage III construction drawing approval.

- b. Access to the Park Place development will be provided on both Crossings Boulevard and Roden Park Drive.
- c. All streets will be public and maintained by the City.
- d. All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.
- e. A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).
- f. The maximum number of dwelling units constructed within the Project shall not exceed 83 units.
- g. The maximum density of units shall not exceed 3.97 units per acre.
- h. Park Place agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.
- i. Park Place shall install adequate street trees along both sides of all proposed internal public roads as well as Roden Park Drive and Crossings Boulevard in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements as determined by City Council.
- j. Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.
- k. Street trees on Coldwater Drive shall be installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.

B. Open Space and Recreation Amenities Provisions

- a. A total of 6.38 acres (30%) of open space will be provided, with 1.18 acres (5.64%) to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1213. The formal open space shall consist of walking trails, pavilions, and seating areas.
- b. All open space and multiuse paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said hiking/biking trail shall be borne by a HOA including any portions of the path or trail that encroaches upon the public right-of-way.
- c. All designated open space and formal open space outlined in the Preliminary Plan shall be owned and maintained by a HOA.

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:
 - i. The multi-use path located on the northeast side of Roden Park Drive shall be a minimum 10-foot-wide asphalt or concrete paved path and

extend further towards Coldwater Creek with appropriate safety signage at the trail stopping point at Coldwater Creek as approved by the City Engineer.

D. Conformance to R-4 Zoning Regulations

- a. The lots contained in the R-4 PUD development shall deviate from the R-4 zoning requirements as specifically described below:
 - i. The minimum front yard building setback shall be twenty-five feet (25')
 - ii. The minimum side yard building setback shall be zero feet (0')
 - iii. The minimum rear yard building setback shall be twenty-four feet (24')
 - iv. All dwelling units shall consist of 1,800 square feet of livable floor area, with a minimum three bedroom and two bathrooms.
 - v. All dwelling units shall have attached two car garages.
 - vi. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco and dryvit materials (as a complimentary or trim material).
 - vii. Front facades shall incorporate variation in mass through one or more of the following methods every 30 feet of façade frontage:
 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 2. Bay windows;
 3. Façade color changes;
 4. Use of pilasters, columns, or other detailing to articulate the facades; or
 5. Roofline changes when coupled with correspondingly aligned façade material changes.
 - viii. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 1. One or more dormer windows or cupolas;
 2. A recessed entrance;
 3. A covered porch;
 4. Pillars, posts, or pilasters;
 5. One or more bay windows with a minimum of 12 inch projection from the façade plane;
 6. Eaves with a minimum of six inch projection from the façade plane;
 7. A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 8. Multiple windows with a minimum of four inch wide trim.
 - ix. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
 - x. All dwellings will be constructed with a minimum 4/12 pitched roof design.

E. Minor Changes

- a. Minor changes in an approved preliminary or final development plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD plans and do not increase density, decrease lot sizes, decrease the total amount of open space, or propose major deviations from other requirements of the Code. All other modifications, including extensions or revisions of the stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

4. General Conditions Relating to the Overall Project.

- a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- b. The Preliminary Plat for Hyde Park at the Crossings shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- c. All sign applications shall be reviewed and approved by the Zoning Enforcement Officer with strict conformance to the applicable sign code regulations.

6. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD final development plan shall be controlled by Monroe Planning and Zoning Code Chapter 1206.06 "Compliance with Approved Plan and Modifications." Failure to comply with the Stage II Preliminary Development Plan or subsequently approved final development plans (i.e. site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1206.07 "PUD Plan Revocation and Expiration" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that Park Place shall cause this Agreement to be properly recorded with the Butler County Records Office upon the issuance of the PUD permit by the Monroe City Council.

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the parties, their successors, and assigns and no modification hereof shall be binding unless set forth in

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, Monroe, Ohio 45050. 513-539-7374.

ORDINANCE NO. 2022-34

AN ORDINANCE SUPPLEMENTING CHAPTER 1064 OF THE CODIFIED ORDINANCES TO ESTABLISH REGULATIONS FOR MEMORIAL TREES AND BENCHES TO BE PLACED IN CITY-OWNED PARKS.

WHEREAS, the Park and Recreation Board recommended that regulations be established for memorial trees and benches to be placed in City-owned parks; and

WHEREAS, Council deems it in the best interest of the City to adopt the regulations as recommended.

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

SECTION 1: Chapter 1064 of the Codified Ordinances is hereby supplemented to read as follows;

“1064.10 – Memorial Trees and Benches

Process

- a) All requests for memorial trees and benches require completion of the appropriate form.
- b) Forms will be forwarded to the Public Works Department.
- c) Staff shall ensure that all portions of the applications are completed including:
 - 1. Applicant information
 - 2. Tree/bench selection
 - 3. Whom memorials were ordered on behalf of
- d) The Public Works Superintendent in charge of parks and cemeteries shall review the application and may approve or may recommend alternatives for the memorial location (a site visit may be required).
- e) Memorials must follow all application rules.

Location criteria

- a) Tree location shall be considered on a case-by-case basis and shall be complementary to the approved Park Master Plan.
- b) Benches shall be considered on a case-by-case basis and shall be complementary to the approved Park Master Plan.
- c) A minimum distance of thirteen feet must exist between any tree or bench selected and all existing fixed objects to accommodate mowing and tree growth.

Selection for benches

- a) Memorial bench shall be made of recycled material or wrought iron and purchased through an outside vendor by donor. Benches selected by donor(s) shall be submitted for approval by the Superintendent before being purchased.
- b) The bench plaque shall be 4" X 6" bronze plaque with a black background and bronze letters or text (see #3) shall be engraved onto the bench.
- c) Text for the bench plaque shall be either;
 - a. In Honor of _____
 - b. In Loving Memory of _____

Selection for trees

- a) Donor(s) may select which tree they would like from approved list; however, special requests by the applicant for a species not listed will be considered and is subject to approval by the Superintendent.
- b) Tree plaque shall be a 6" X 8" bronze plaque in size with a black background and bronze letters
- c) Text for tree plaque shall be either;
 - a. In Honor of _____
 - b. In Loving Memory of _____

Responsibilities

- a) City staff will be responsible for the tree plaque masonry foundation, mounting, maintenance and installation at the base of the tree. City staff will also be responsible for the bench masonry foundation, mounting, maintenance and installation of the bench.
- b) Memorial plaques shall be purchased through an outside vendor and shall be the responsibility of the donor(s). Plaques selected by donor(s) shall be submitted for approval to the Superintendent before purchasing. In lieu of a memorial plaque, engraving on the bench may be purchased through the same vendor providing the bench. Associated costs shall be the responsibility of the donor(s).
- c) Donor(s) shall pay the City of Monroe \$400 for tree donation. Donor(s) may pay by cash, check, or credit card. City staff shall purchase and install the selected 1 ½"-2" diameter tree from the approved list of trees. City staff shall mulch around tree once a year. Tree shall be guaranteed for one (1) year. If the tree dies after one (1) year, City staff shall remove and replace but replacement will be at expense of the donor(s).
- d) Stolen or damaged memorials shall be replaced at the expense of the donor(s). City staff shall remove memorials deemed unsafe."

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

Tree Memorial Program

Honor a loved one with a lasting memorial by purchasing a live tree to be planted at one of our many beautiful parks! This new program is a wonderful tribute to a loved one and is easy to order. If you are interested in donating a tree toward this effort, please fill out the form below and remit to the City of Monroe Public Works Department.

You may donate a tree in memory of a friend or loved one, in recognition of an important event or accomplishment, as a personal or business contribution or just because you like trees. Trees may be purchased for \$400. Planting will only occur from October through March. The donor may request an area of a park for the tree to be planted; however, the final decision shall be made by the Public Works Department keeping in mind the type of tree and maintaining open area where appropriate.

Please Note: Trees are guaranteed for one (1) year from date of planting. However, if the tree dies after one (1) year, the City will remove it and can replace it at the donor(s) expense which will be the cost of the tree.

Date: _____

Please select the type of tree you are purchasing:

Large

___ Northern Red Oak
___ Swamp White Oak
___ White Oak
___ Black Oak
___ Tulip Poplar
___ Eastern White Pine
___ Sugar Maple
___ Chinkapin Oak

Medium

___ Black Gum
___ Serbian Spruce
___ Ohio Buckeye
___ Thornless Honey Locust
___ Crimson King Maple

Small

___ Service Berry
___ Redbud
___ Okame Cherry
___ Witch Hazel
___ Flowering Dogwood
___ Black Haw Viburnum

___ Special Request (to be considered) _____

Name: _____

Address: _____

Phone Number: _____

Email: _____

Desired Park/Cemetery to be planted in: _____

Name of person in honor or memory of: _____

Bench Memorial Program

The memorial bench program shall provide the opportunity for our community to honor a loved one, celebrate a special event, or honor a person or organization that has made a difference through the dedication of a bench that will bring joy to users throughout its lifetime.

If you are interested in donating a bench toward this effort, please fill out the form below and remit to the City of Monroe Public Works Department.

Please note: Memorial bench shall be made of recycled material or wrought iron and purchased through an outside vendor by donor. Benches selected by donor(s) shall be submitted for approval by the Superintendent before being purchased. Once installed, the City shall not be responsible for replacement of damaged or stolen benches. Damaged or stolen benches shall be replaced at the expense of the donor(s).

Date:_____

Name:_____

Address:_____

Phone Number:_____

Email:_____

Desired Park/Cemetery for bench to be placed in:_____

Name of person in honor or memory of:_____

ORDINANCE NO. 2022-35

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2022-23 TO AUTHORIZE A 3.5% COST OF LIVING TO NON UNION EMPLOYEES.

WHEREAS, Council desires to authorize a 3.5% cost of living adjustment for all non-union employees; and

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

SECTION 1: Ordinance No. 2022-23 is hereby amended and supplemented to read as follows:

“SECTION 1: Exhibit “1” of Ordinance No. 2022-23 is hereby amended as set forth on Exhibit “1” attached hereto and made a part hereof.”

SECTION 2: There shall be no reduction in pay for those employees with a current rate of pay above the maximum rate of pay grade established for their position. Employees with a rate of pay above the maximum rate of pay grade established for their position shall receive the same cost of living increase on their base pay as all non union employees. Further, the City Manager shall receive the same cost of living increase as all non union employees.

SECTION 3: This measure shall be retroactive to January 1, 2023.

SECTION 4: 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 "1" Ord No. 2022-35

TITLE	CLASS	POSITIONS	PAY GRADE
COUNCIL			
CLERK OF COURTS	C	1	3
CLERK OF COUNCIL	UC	1	1
CITY MANAGER'S OFFICE			
ASSISTANT CITY MANGER	UC	1	10
HUMAN RESOURCES MANAGER	UC	1	7
ASSISTANT TO CITY MANAGER (Econ Dev)	UC	1	6
ASSISTANT TO CITY MANAGER (Clerk of Council)	UC	1	5
HUMAN RESOURCES SPECIALIST	UC	1	5
EXECUTIVE ASSISTANT	UC	1	2
ADMINISTRATIVE SUPPORT CLERK	UC	2	1
DEVELOPMENT			
DEVELOPMENT DIRECTOR	UC	1	9
ASSISTANT DEVELOPMENT DIRECTOR	UC	1	6
PLANNER	UC	1	5
CODE ENFORCEMENT INSPECTOR	UC	1	4
PLANNING & ZONING SPECIALIST	UC	1	3
FINANCE			
FINANCE DIRECTOR	UC	1	9
ASSISTANT FINANCE DIRECTOR	UC	1	7
FINANCIAL OPERATIONS MANAGER	UC	1	7
FINANCE ADMINISTRATOR	UC	1	7
INCOME TAX ADMINISTRATOR	UC	1	6
FINANCE SPECIALIST (Payroll & Accounts Payable)	UC	2	3
FINANCE SPECIALIST (Technology)	UC	1	3
INCOME TAX AUDITOR	UC	2	3
COMMUNITY SERVICES SPECIALIST	UC	3	2
UTILITY BILLING SPECIALIST	UC	2	2
FIRE			
FIRE CHIEF	UC	1	9

ASSISTANT FIRE CHIEF	UC	2	8
FIRE CAPTAIN	UC	1	7
EMS COORDINATOR	UC	1	7
BATTALION CHIEF	UC	3	7
FIRE ADMINISTRATIVE ASSISTANT	UC	1	2
FIRE LIEUTENANT	C	6	UNION SCALE
FIREFIGHTER/PARAMEDIC/EMT	C	34	UNION SCALE
POLICE			
POLICE CHIEF	UC	1	9
POLICE CAPTAIN	UC	2	8
POLICE LIEUTENANT	UC	3	7
COMMUNICATIONS SUPERVISOR	UC	1	5
DISPATCHER	C	8	3
POLICE ADMINISTRATIVE ASSISTANT	UC	1	2
POLICE SERGEANT	C	4	UNION SCALE
PATROL OFFICER	C	29	UNION SCALE
PUBLIC WORKS			
PUBLIC WORKS DIRECTOR	UC	1	9
CIVIL ENGINEER	UC	1	8
ASSISTANT PUBLIC WORKS DIRECTOR	UC	1	7
PUBLIC WORKS SUPERINTENDENT	UC	2	6
GIS ANALYST	UC	1	6
CONSTRUCTION INSPECTOR	UC	1	4
PUBLIC WORKS ADMINISTRATIVE ASSISTANT	UC	2	2
LABORER	UC	8	PT
PUBLIC WORKS CREW LEADER	C	6	UNION SCALE
OPERATOR/LABORER	C	20	UNION SCALE

CLASS: C= CLASSIFIED UC= UNCLASSIFIED

Pay Grade	Pay Ranges			
	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
10	\$ 103,618.91	\$ 145,066.47	\$49.82	\$69.74
9	\$ 96,710.98	\$ 135,404.55	\$46.50	\$65.10
8	\$ 90,262.05	\$ 118,192.11	\$43.40	\$56.82
7	\$ 73,439.76	\$ 103,159.91	\$35.31	\$49.60
6	\$ 66,302.34	\$ 92,823.26	\$31.88	\$44.63
5	\$ 57,374.81	\$ 80,324.74	\$27.58	\$38.62
4	\$ 52,784.83	\$ 73,898.76	\$25.38	\$35.53
3	\$ 48,194.84	\$ 67,472.78	\$23.17	\$32.44
2	\$ 45,991.65	\$ 64,388.31	\$22.11	\$30.96
1	\$ 32,703.64	\$ 45,899.85	\$15.72	\$22.07
PT	\$ 11,474.96	\$ 18,359.94	\$11.03	\$17.65



Proposal for:

MONROE FIRE DEPT
6262 HAMILTON MIDDLETOWN RD
MIDDLETOWN Ohio 45044-7908

Prepared by:

Peter Landry
peter.landry@stryker.com

11/08/2022



CR2

Quote Number: 10575071

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: MONROE FIRE DEPT

Rep: Peter Landry

Attn:

Email: peter.landry@stryker.com

Phone Number:

Mobile: 614-701-8678

Quote Date: 11/08/2022

Expiration Date: 02/06/2023

Delivery Address

Name: MONROE FIRE DEPT

Account #: 1253253

Address: 6262 HAMILTON MIDDLETOWN RD

MIDDLETOWN

Ohio 45044-7908

End User - Shipping - Billing

Name: MONROE FIRE DEPT

Account #: 1253253

Address: 6262 HAMILTON MIDDLETOWN RD

MIDDLETOWN

Ohio 45044-7908

Bill To Account

Name: MONROE FIRE DEPT

Account #: 1195289

Address: 233 S MAIN ST

MONROE

Ohio 45050-1330

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP Electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	15	\$2,121.75	\$31,826.25
Equipment Total:					\$31,826.25

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LPCRP-LPCR2	TRADE-IN-STRYKER LIFEPAK CR PLUS TOWARDS PURCHASE OF LIFEPAK CR2	11	-\$250.00	-\$2,750.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$397.80
Grand Total:	\$29,474.05

Prices: In effect for 30 days

Terms: Net 30 Days



CR2

Quote Number:	10575071	Remit to:	Stryker Medical
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	MONROE FIRE DEPT	Rep:	Peter Landry
Attn:		Email:	peter.landry@stryker.com
		Phone Number:	
		Mobile:	614-701-8678
Quote Date:	11/08/2022		
Expiration Date:	02/06/2023		

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

Capital Terms and Conditions:

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