



**Monroe Council Agenda
Regular Meeting
January 10, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of December 13, 2022.

Visitors

Committee Reports

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

Old Business

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. (Second Reading – Tabled December 13, 2022)

Ordinance No. 2022-38. An Ordinance levying upon the lots and lands enumerated in the list of estimated assessments the amounts on such list as further described herein for curbs, gutters, and driveway aprons. (Second Reading)

Ordinance No. 2022-39. An Ordinance amending Section 1060.03(a) of the Codified Ordinances to increase the rate charged for garbage and trash collection. (Second Reading)

New Business

Resolution No. 01-2023. A Resolution instructing the Director of Finance to request and advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.



Resolution No. 02-2023. A Resolution endorsing and ratifying the filing of a Community Development Block Grant Funding Application for an Americans with Disabilities Act Program.

Resolution No. 03-2023. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for the design of a twelve-inch water main along South Main Street from Carson Road to Mason Avenue.

Resolution No. 04-2023. A Resolution determining the bid submitted by Kendall Electric Group for 20 decorative streetlights to be the lowest and/or best bid and authorizing the City Manager to enter into an agreement for the purchase of said lights.

Ordinance No. 2023-01. 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, and clarify when specific bonds are eligible for release.

Public Hearing Ordinance No. 2023-01.

Ordinance No. 2023-02. An Ordinance authorizing the City Manager to grant a temporary construction easement to Thorntons LLC for the relocation the City's water and sewer line.

Ordinance No. 2022-03. An Ordinance amending and supplementing Sections 286.08 and 286.09 of the Codified Ordinances to update the fees set forth therein.

Executive Session – Consider the employment of a public employee; purchase of property for public purposes; and confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Consideration of Motion scheduling a special meeting of Council on Thursday, January 12, 2023, at 5:30 p.m. for the purposes of discussing Ordinance No. 2022-23.

Consideration of Motion scheduling a special meeting of Council on Saturday, January 21, 2023, at 8:00 a.m. for the purpose of discussing strategic priorities to be held at 1618 Deerfield Road, Lebanon, Ohio.

Administrative Reports

Adjournment



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Ordinance No. 2022-39. An Ordinance amending Section 1060.03(a) of the Codified Ordinances to increase the rate charged for garbage and trash collection. (Second Reading)

New Business

Resolution No. 01-2023. A Resolution instructing the Director of Finance to request and advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Strategic Priority: Good Governance



Background: Butler and Warren Counties collect property taxes on behalf of the City of Monroe. The collections are paid to the City in two installments during the year. The City has the option to pass a resolution requesting advance payment of property taxes. This is a resolution that we pass each year.

It is necessary to pass a formal resolution from each taxing district that would like to receive tax advances. This is to ensure compliance with ORC Section 321.34 (A)(1) which states: "When the local authorities by resolution so request, the county auditor shall pay township fiscal officers, treasurers of municipal corporations, the treasurer of any board of education, and the treasurer of any other political subdivision or taxing district whose funds derived from taxes or other sources are payable by law to the county treasurer, any money that may be in the county treasury to the accounts of the local authorities, respectively, and lawfully applicable to the purpose of the current fiscal year in which the request is made."

Passing this Resolution allows the City to collect this property tax money sooner, allowing us to earn interest on funds instead of waiting until the required distributions are submitted from the county.

Resolution No. 02-2023. A Resolution endorsing and ratifying the filing of a Community Development Block Grant Funding Application for an Americans with Disabilities Act Program.

Strategic Priority: Well Managed Services and Infrastructure.

Background: This resolution will establish financial commitment from the City for the local match of the CDBG application for funding if awarded. Council, in the 2023 appropriations, has funds dedicated to the ADA Curb Ramp Replacement Program in the amount of \$204,000, which reflects the entire amount of the proposed project for the year. The grant application is for \$100,000.00. If awarded, the grant funding would reduce capital funding from the funds appropriated for this purpose.

Over the past several grant cycles, the City has been awarded between 50%-80% of the requested amount. We will hope for the same this year, although no funding was received for the 2022 program. The legislation is required to be included with the grant application and states that the City will commit the remaining funds for the project. The legislation does not commit to an award of the project.

Resolution No. 03-2023. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for the design of a twelve-inch water main along South Main Street from Carson Road to Mason Avenue.

Strategic Priority: Well Managed Services and Infrastructure.



Background: This request is for the approval of engineering services for the design of a new twelve-inch (12") water main along Main Street from Carson Road to Mason Drive. The Water Rate Study adopted in 2021 by Council included the need for this project in the projections that set those rates. We are requesting the approval of design work now to have plans completed by May of 2023. Once the plans are completed, we plan to proceed with the steps to complete the project in 2024. We will be asking Council at a future meeting to purchase water mains and appurtenances for the project prior to bidding for the work due to long lead time on materials and to avoid cost increases.

Staff within the Public Works Department vetted several consultant bids for the project and chose the proposal from Jones-Warner Consultants, Inc. Engineering had selected five firms and asked them all to submit a Request for Qualifications statement pertaining to this project specifically. Those five firms were Jones-Warner, Inc., Fishbeck Engineering, Choice One Engineering, Burgess & Niple and Arcadis. Through evaluation of the submissions by the Consulting City Engineer, our staff Civil Engineer and the Public Works Director, we unanimously choose Jones-Warner, Inc due to their understanding of the overall project and their subsequent submission of a fair price for the design of this project.

Resolution No. 04-2023. A Resolution determining the bid submitted by Kendall Electric Group for 20 decorative streetlights to be the lowest and/or best bid and authorizing the City Manager to enter into an agreement for the purchase of said lights.

Strategic Priority: Well Managed Services and Infrastructure.

Background: This is requesting Council to approve the purchase of 20 decorative streetlights. Twelve of the lights will be installed along the east side of Main Street from Lebanon Street to the park entrance. The remaining 8 will be installed on the City building property along Main Street and Seth Johnson Way as well as the plaza. This bid is for materials only.

A project will be bid after we have a firm delivery date of the lights that will include the installation of these lights going down the sidewalk to the park as well as concrete replacement around the City Building that will be necessary to be replaced due to the need to replace the existing light bases. We will also replace other sidewalks around the building that are misaligned and potential trip hazards.

We received two bids on the project after publicly advertising it in the Journal newspaper. The low bid was Kendall Electric Group with a bid of \$115,700.00. FD Lawrence Co. was the other bid at \$116029.72. It is anticipated that the lead time on the decorative poles and lights will be sixteen to twenty-four weeks.

Ordinance No. 2023-01. 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, and clarify when specific bonds are eligible for release.



Public Hearing Ordinance No. 2023-01.

Strategic Priority: Strategic Growth and Development.

Background: City staff has identified areas of vulnerability to Section 1203.05: Major Subdivisions of the City's code leaving the city unprotected concerning residential and commercial development for major subdivisions (5 lots or more).

Currently the City does not:

1. require a development agreement for major subdivisions.
2. require that a development agreement be recorded with a final plat.
3. clarify when specific bonds are eligible for release.

In terms of the overall quality and installation of improvements and specific terms for their construction, development agreements clearly define performance standards protecting both the developer and the City. These types of agreements also ensure consistency in accomplishing the purposes of the comprehensive plan, implementation of the code, executing the goals of the Council's strategic plan, and completing any other policy priorities established by the Council.

The presented proposal includes supplementary steps to the major subdivision process, namely the criteria required for a development agreement and the staff review process of the development agreement. The proposed legislation also further clarifies improvements involving the right-of-way and includes language surrounding the terms for bond release of Erosion and Sediment Control, and Storm Water Detention and Quality Bonds mitigating adverse impacts to the environment.

Zoning text amendments are governed pursuant to the review criteria of section 1203.03(e). The proposed zoning text amendments to Section 1203.05 are in compliance with said criteria and present significant safeguards to the City regarding the construction and development of major subdivisions. The purpose of development agreements is to clearly express and define project rules and regulations specific to a property; state commitments and policies related to a project; outline agreements and standards pertaining to the development; and establish specific time frames and completion dates for the development to better preserve the quality of the subdivision to be constructed. These practices enhance efficient development in the city and sustain logical and orderly development patterns.

On September 20, 2022, the Planning Commission reviewed proposed code text amendments to Section 1203.05 and made a recommendation to council for approval. In their meeting held on November 22, 2022, the council, in accordance with staff's recommendation, made a motion to deny the proposed text amendments. The basis for staff's recommendation for denial were due to incomplete content pertaining to the criteria required of a development agreement and the staff review process for a development agreement.

In their meeting held on December 20, 2022, the Planning Commission was presented with the



attached revised text amendment proposal. In a vote of 4-0, with one seat vacant, the Planning Commission recommended approval to Council.

Ordinance No. 2023-02. An Ordinance authorizing the City Manager to grant a temporary construction easement to Thorntons LLC for the relocation the City's water and sewer line.

Strategic Priority: Well Managed Services and Infrastructure.

Background: In June of 2022, the City entered into a Development Agreement with Thorntons. Thorntons plans to begin construction of their retail fuel station/convenience store early this year at the corner of State Route 63 and Gateway Boulevard. As part of this Development Agreement, Thorntons will be relocating a City water line and sewer line that connects to the Monroe Water Department facility, at their expense, located on their property.

This legislation authorizes Thorntons to enter upon the City's property for the relocation. As the project progresses, future legislation will be necessary to accept the relocated water line and sewer line facilities.

Thorntons has indicated they would like to dedicate a portion of their property to the City, which will be designated as right-of-way for State Route 63. This legislation will also be on a future agenda as the project progresses.

Ordinance No. 2022-03. An Ordinance amending and supplementing Sections 286.08 and 286.09 of the Codified Ordinances to update the fees set forth therein.

Strategic Priority: Strategic Growth and Development

Background: A comprehensive comparison of neighboring jurisdictions, including Butler County, Centerville, Lebanon, Mason, Liberty Township, Middletown, and Miamisburg was conducted to evaluate the current status and structure of the City's building and zoning fee schedule. The results indicated that the City was deficient in charging appropriate fees reflective of market conditions for services associated with building and zoning operations resulting in an excess of expenses over revenue. To resolve this net loss to the City, staff proposes several modifications to the building and zoning fee schedule.

Among the most notable proposals are:

1. The addition of a Minor and Major Subdivision Site Plan Review professional services charge for engineering reviews, inspections, GPS surveying and mapping of improvements, and legal services.

The justification for this charge is due to the fact that many application submittals for site plan approval require several resubmittals due to incorrect or incomplete submittal information resulting in additional professional services review(s). The costs of these additional reviews are currently shouldered by the City, due to no fault of their own, alleviating the burden of the



developer to produce correct and complete information and data with their initial application.

Please note that the proposed service charge for professional services is not a practice of the jurisdictions mentioned above.

1. An increase in the amount charged for a residential or commercial planned unit development (PUD) application.

Because of the specific nature that follows PUD's such as, additional staff time for review, Planning Commission and Council meetings for the review process, including work sessions, additional meetings and public hearings, staff is recommending an increase to this service.

1. Street Tree Waiver.

The Street Tree Waiver fee is proposed to increase from \$150 to \$600 due to the cost of a standard tree including installation.

1. Special Building Permit Fee (Parks and Recreation Impact Fee).

When Ordinance 2003-04 was adopted, it established the assessment of a Special Building Permit Fee (Parks and Recreation Impact Fee). The ordinance included a clause pre-approving an increase to the fee amount each year. Because of this provision, this increase is automatically adjusted each year according to the Annual CPI-U Inflationary Index as published by The United States Bureau of Labor Statistics. The increase from 2021 to 2023 is \$101.18 or \$646.79 to \$747.97/unit. This impact fee goes to support parks and pedestrian connectivity with trails/pathways connecting adjacent neighborhoods.

Please note that due to inflation and the need for cost recovery, staff will be returning to the Council each January to request an annual update to the building and zoning fee schedule to maintain current with expenditure and inflation rates.

Applicable Code Sections

1426.02. - Residential and commercial building permit fees.

1. One, two and three-family residential building permit applications shall be accompanied by a fee established by ordinance of council. Said fee shall be applied to the total building plan review, inspection fee, and zoning fee. In the event the permit is not paid for within six months or work is not started within six months of issuance, or the permit is withdrawn and/or canceled by the applicant, said fee shall not be refunded.
2. Residential building permit applications (other than (a) above) shall be accompanied by a fee established by ordinance of council. Said fee shall be applied to the total building plan review and inspection fee. In the event the permit is not paid for within six months or work is not started within six months of issuance, or the permit is withdrawn and/or canceled by the applicant, said fee shall not be refunded.



3. Commercial building permit applications shall be accompanied by a fee established by ordinance of council. Said fee shall be applied to the total building plan review and inspection fee. In the event the permit is not paid for within six months or work is not started within six months of issuance, or the permit is withdrawn and/or canceled by the applicant, said fee shall not be refunded.
4. In the event a structure is occupied prior to the payment and issuance of a certificate of occupancy, the applicant listed on the original building permit application for which said certificate is required shall pay a fee established by ordinance of council. Failure to pay said fee shall prevent said applicant from obtaining future building permits. Temporary certificates of occupancy may be issued at the discretion of the chief building official. If, in the opinion of the chief building official, additional temporary certificates of occupancy can be issued, each temporary certificate of occupancy shall require the same fee, if any, as was required for the initial temporary certificate of occupancy. Failure to comply with any requirements to obtain a permanent certificate of occupancy prior to the expiration date of a temporary certificate of occupancy shall subject the applicant to the fee established by ordinance of council for occupying without a certificate of occupancy. This fee is in addition to the fee, if any, required for the issuance of the temporary certificate of occupancy.

1426.025. – Special building permit fees.

1. The income derived from the special building permit fees as referred to in an ordinance adopted by council shall be placed in the park capital improvement fund and used for capital expansion and major improvements.

The City issues service charges for building and zoning permits, plans review, inspections, and an impact fee for parks with each residential building permit issued. As a best practice it is recommended to annually update the City's residential, commercial, and zoning permit fee schedule in order to stay up to date with the cost pressures associated with professional services, Consumer Price Index-Urban Consumers (CPI-U) inflation rates, and staff time. In some cases, these costs are absorbed by the City (i.e., property maintenance code enforcement) as a service already renumeralated by a tax paying resident. In other cases, the costs associated with a service are passed through to the consumer (i.e., a plan review for a developer). These costs are payable by the consumer and would not exist but for the mandate of the service being administered. With these costs there is no profit gained, they are simply to cover the cost associated with the service, relieving the City of the expenditure.

Executive Session – Consider the employment of a public employee; purchase of property for public purposes; and confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Consideration of Motion scheduling a special meeting of Council on Thursday, January 12, 2023, at 5:30 p.m. for the purposes of discussing Ordinance No. 2022-23.



Consideration of Motion scheduling a special meeting of Council on Saturday, January 21, 2023, at 8:00 a.m. for the purpose of discussing strategic priorities to be held at 1618 Deerfield Road, Lebanon, Ohio.

Administrative Reports

Adjournment



**Monroe Council Agenda
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December 13, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Finance Committee Minutes of October 25, 2022 and November 22, 2022; Public Involvement Committee Minutes of November 3, 2022; Public Safety Committee Minutes of November 10, 2022; Technology Committee Minutes of November 1, 2022; and Council Minutes of October 29, November 15, and November 22, 2022; and Public Works Committee of December 5, 2022; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Visitors

Law Director Callahan performed a ceremonial swearing in of Payne Fields as Patrol Officer.

Chief Buchanan recognized Gregg Myers for his many years of serve as a Patrol Officer and Dispatcher and congratulated him on his retirement.

Marlene Mundy advised Council she is not opposed to the proposed zoning change in Monroe Crossings; however, she did have concerns if the proposed landminimum project was approved without additional changes.

Debbie Hagedorn, Monroe Local School Board Member, suggested that the subject property, proposed to be rezoned in the Monroe Crossings Subdivision, could be used as a community center.

Committee Reports

Mrs. McElfresh thanked staff and everyone that attended the Christmas on the Plaza event.

Old Business

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



Mrs. McElfresh moved to adopt Resolution No. 53-2022; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

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. (Second Reading)

Mrs. McElfresh moved to adopt Resolution No. 54-2022; seconded by Dr. Clark. Roll call vote: five ayes; two nays (Callahan and Bellapianta). Motion carried.

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. (Second Reading)

Mr. Brock stated that Council held the required public hearing at the last Council meeting and this is the second reading of the ordinance to rezone property with a planned unit development overlay.

Mayor Funk noted that Planning Commission did a great job; however, he doesn't feel it is a good time for this type of project due to the overcrowded school.

Law Director Callahan advised if it is Council's desire to have additional time to meet with the developer, it is appropriate to table the Ordinance and recommended that it happen sooner than later.

Scott Willis of Park Place Development, LLC, advised he has agreed with everything Monroe has asked for, but there is nothing they can do about the overcrowding of the schools.

Mr. Bellapianta moved to table Ordinance No. 2022-33 for sixty days; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

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. (Second Reading)

The Clerk of Council read Ordinance No. 2022-34 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-34; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

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. (Second Reading)



The Clerk of Council read Ordinance No. 2022-35 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-35; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 55-2022. A Resolution approving blanket purchase orders as recommended by the Director of Finance and the City Manager.

Mr. Brock advised this establishes blanket purchase orders, which are used for large amounts.

The Clerk of Council read Resolution No. 55-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 55-2022; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Resolution No. 56-2022. A Resolution accepting donations from various donors as described herein.

Mr. Brock explained this accepts various donations received during 2022.

The Clerk of Council read Resolution No. 56-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 56-2022; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Resolution No. 57-2022. A Resolution approving a Then-and-Now Certificate in the amount of \$9,205.18 to CivicPlus LLC to update the Codified Ordinances.

Mr. Brock reported this is related to the updates to the General Offenses and Traffic Code.

Mr. Frentzel asked if this included the recently approved Charter amendments.

Mrs. Wasson replied that another update typically would not occur until April; however, she has asked that they proceed with updates to the Charter.

The Clerk of Council read Resolution No. 57-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 57-2022; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Resolution No. 58-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of County Commissioners of Butler County, Ohio for dispatch services.



Mr. Brock stated this Resolution is for cost sharing 9-1-1 dispatching services with Butler County for different jurisdictions. He further stated the cost is based on last year's call volume and Butler County will eventually be handling all fire and emergency medical dispatching.

The Clerk of Council read Resolution No. 58-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 58-2022; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-36. An Ordinance amending and supplementing Ordinance No. 2022-32, otherwise known as the permanent appropriation ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2022.

Mr. Burton reported this is the final amendments to the 2022 appropriation ordinance.

The Clerk of Council read Ordinance No. 2022-36 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-36; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-37. An Ordinance, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2023.

Mr. Burton advised this is the permanent appropriation ordinance for 2023 and includes all of the operating and capital items discussed during the budget retreats.

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

Mrs. McElfresh moved to adopt Ordinance No. 2022-37; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2022-38. An Ordinance levying upon the lots and lands enumerated in the list of estimated assessments the amounts on such list as further described herein for curbs, gutters, and driveway aprons.

Mr. Brock informed Council this levies the assessments for the concrete program in the Brittany Heights subdivision.

The Clerk of Council read Ordinance No. 2022-38 by title only.

Mr. Frentzel asked for confirmation if the residents are aware of the amounts due. Mrs. Wasson replied that the property owners will receive a notice and have 30 days to pay it if they choose to do so following the second reading.



Mr. Bellapianta asked if the assessment is transferable and Mrs. Wasson replied that it runs with the property.

Ordinance No. 2022-39. An Ordinance amending Section 1060.03(a) of the Codified Ordinances to increase the rate charged for garbage and trash collection.

Mr. Burton reported this Ordinance increases the trash rate. The current rate is \$18.48 that was increased in March of 2021, which was the first increase since 2006. In October, the new contract with Rumpke was approved and the Finance Committee recommended that the rate increase mirror the 18% increase the City received. Mr. Burton noted that if the trash rates are not increased there will be a deficit at the end of 2023.

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

Consideration of Motion authorizing the expenditure of \$20,156.00 to Butler Tech for paramedic school fees for the Department of Fire.

Mr. Brock stated this is the cost for two new firefighters to become paramedics. We have had challenges in the Department of Fire to hire individuals that already are paramedics.

Mrs. McElfresh moved to authorize the expenditure of \$20,156.00 to Butler Tech for paramedic school fees for the Department of Fire; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of \$11,250.00 for the use of PRADCO for the Assessment Center for the Battalion Chief process.

Assistant Fire Chief Leverage reported this increases the expenditure for the Battalion Chief process due to the fact there have been additional internal and external candidates.

Mrs. McElfresh moved to authorize the expenditure of \$11,250.00 for the use of PRADCO for the Assessment Center for the Battalion Chief process; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of \$55,118.49 to Motorola Solutions for the purchase of 12 portable radios for the Department of Police.

Chief Buchanan explained that this was in our capital planning budget. We have 38 radios and 39 officers. This allows us to equip the three in the academy, auxiliary officers, and emergency operations center.

Mrs. McElfresh moved to authorize the expenditure of \$55,118.49 to Motorola Solutions for the purchase of 12 portable radios for the Department of Police; seconded by Mr. Frentzel. Voice vote. Motion carried.

Consideration of Motion accepting the October 2022 Finance Reports as Submitted.



Mrs. McElfresh moved to accept the October 2022 Finance Reports as submitted; seconded by Mr. Frentzel. Voice vote. Motion carried.

Consideration of Motion canceling the December 27, 2022 Council meeting.

Mrs. McElfresh moved to cancel the December 27, 2022 Council meeting; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Executive Session – to consider the appointment, employment, and compensation of public employees and public officials.

Mrs. McElfresh moved to adjourn into executive session to consider the appointment, employment, and compensation of public employees and public officials; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 8:05 p.m.

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

Council reconvened into regular session at 9:16 p.m.

Consideration of Motion appointing board and commission members.

Mrs. McElfresh moved to make the following appointments:

Planning Commission – Dave Grant with a term ending December 31, 2023 and
Anthony Marconi with a term ending December 31, 2026

Board of Zoning Appeals – Matt Romito with a term ending January 1, 2024 and
Casey Walters with a term ending January 1, 2028

Park and Recreation Board – Zach Stacy with a term ending January 1, 2025 and
Jonathan Granville with a term ending January 1, 2028

Personnel Board – Darrel Basford with a term ending December 31, 2027

Local Board of Tax Review – Steven L. Newsome with a term ending December
31, 2024

;seconded by Mr. Bellapianta. Voice vote. Motion carried.



Administrative Reports

Mr. Bellapianta was told that someone contacted the Police Department about the stop sign at Roden Park and has not heard back. Mr. Bellapianta also understood the construction traffic going to the Estates at Monroe Crossings beginning at 7 a.m. continues.

Mr. Bellapianta asked if the noise complaint was resolved with Kroger and the Bed, Bath & Beyond building. Mr. Brock advised that Kroger is to have a discussion with their vendors.

Mrs. McElfresh asked about the status of requiring a development agreement within the Planning and Zoning Code. Mr. Brock replied that the Planning Commission will consider it December 20, 2022.

Mr. Callahan was asked if a flashing stop sign put at Yankee Road and Todhunter Road. Mr. Brock will look into the cost of those.

Mr. Bellapianta commented that people rarely obey the four-way stop in Monroe Crossings.

Adjournment

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

The regular meeting of Council adjourned at 9:26 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

RESOLUTION NO. 01-2023

A RESOLUTION INSTRUCTING THE ASSISTANT FINANCE DIRECTOR TO REQUEST AN ADVANCEMENT OF TAXES ASSESSED AND COLLECTED ON BEHALF OF THE CITY OF MONROE FROM THE AUDITORS OF BUTLER AND WARREN COUNTIES.

WHEREAS, the Auditors of Butler and Warren Counties collect certain taxes on behalf of the City of Monroe; and

WHEREAS, Council deems it in the best interest of the City to request an advancement of the taxes assessed and collected, payable in the maximum amounts as they become available, during the tax year ending December 31, 2022.

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

SECTION 1: The Director of Finance is hereby instructed to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties for the current tax year ending December 31, 2022. Said request shall call for the maximum amounts as they become available.

SECTION 2: This measure shall take effect and be in full force from and its passage pursuant to 7.08(C) of the Charter.

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Passed:_____

RESOLUTION NO. 02-2023

A RESOLUTION ENDORSING AND RATIFYING THE FILING OF A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING APPLICATION FOR AN AMERICANS WITH DISABILITIES ACT PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, there is a need to make improvements to curb ramps within various areas of the City in compliance with the Americans with Disabilities Act Program.

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

SECTION 1: Council hereby endorses and ratifies the filing of a Community Development Block Grant Funding Application for an Americans with Disabilities Act Program.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter.

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Passed:_____

RESOLUTION NO. 03-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND JONES-WARNER CONSULTANTS, INC. FOR THE DESIGN OF A TWELVE-INCH WATER MAIN ALONG SOUTH MAIN STREET FROM CARSON ROAD TO MASON AVENUE.

WHEREAS, following review of the submission of five engineering firms for the design of the water main described herein, the Department of Public Works is recommending proceeding with Jones-Warner Consultants, Inc.; and

WHEREAS, Council desires to accept said recommendation and authorize an agreement for the design services.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for the design of a twelve-inch water main along South Main Street from Carson Road to Mason Avenue. The terms and conditions of said agreement are marked Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter.

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Passed:_____

**AGREEMENT
BETWEEN THE CITY OF MONROE, OHIO AS OWNER
AND JWCI-JONES WARNER CONSULTANTS, INC. AS ENGINEER
FOR PROFESSIONAL SERVICES**

WHEREAS OWNER intends to-hire an engineering firm for the Services it needs.

WHEREAS "Services" or "Work" shall mean taking the activities described in the ENGINEER'S proposal letter attached to this agreement.

WHEREAS OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

NOW THEREFORE THIS AGREEMENT IS MADE as of _____ by and between the City of Monroe, Ohio (hereafter called "OWNER") and Jones Warner Consultants, Inc. (JWCI) hereafter called ("ENGINEER").

GENERAL

ENGINEER shall perform for OWNER professional engineering services for the Work to which this Agreement applies as provided in Exhibit A. These services will include serving as OWNER'S professional engineering representative, providing professional engineering and consultation and advice, and furnishing customary civil engineering service incidental thereto, as well as providing additional services requested by the OWNER. The terms of ENGINEER'S basic services agreement remain applicable to the extent it is not inconsistent with the terms of this Agreement.

SCOPE OF SERVICES – South Main Street Water Main Replacement Survey & Design Project

1. Basic Services: For a lump sum fee of **\$26,500.00**, ENGINEER shall perform the WORK set forth in Exhibit A (attached) described in the ENGINEER'S proposal letter attached to this agreement.
2. Additional Services: Services not included in the Scope of Services are considered additional services and will be negotiated in advance, either by lump sum agreement at the ENGINEER's normal hourly rate schedule. Any easements necessary will be provided in Butler County, Ohio recordable format for a fee of \$1,200.00 each.

OWNERS RESPONSIBILITY

The OWNER will:

1. Assign a project coordinator who will be the duly authorized representative of the OWNER for the purpose of coordinating, issuing instructions, giving approvals and to generally facilitate the work.

2. Assist the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work.
3. Cooperate with the ENGINEER in the preparation of design drawings.
4. Coordinate the design with community leaders and the public as needed.

ENGINEERS'S STANDARD OF PERFORMANCE

ENGINEER shall perform all Services and the Work with the degree of skill and care observed by Ohio firms performing the same or similar services. Work shall be provided in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes, and standards.

Upon notice of substandard Work, ENGINEER shall, as a minimum, reperform the Work at no cost to OWNER and shall reimburse OWNER for any additional costs that may be incurred by OWNER because of reliance by OWNER or any of its contractors or subcontractors on such Work. If ENGINEER should fail to reperform the Work, or its OWNER determines that ENGINEER will be unable to correct substandard services before the time specified for completion or in the Schedule of Work, if any, OWNER may correct such unsatisfactory Work itself or by the use of third parties and charge ENGINEER for the costs incurred.

BILLING FOR SERVICES

1. OWNER shall also pay ENGINEER reasonable expenses (without any markup) incurred by ENGINEER relative to the performance of Services pursuant to this Agreement. Reasonable expenses are defined as follows:

- a. All air travel is to be "tourist" or "coach" class accommodations.
- b. Hotel or motel accommodations are to be at the standard "commercial" rate subject to approval by the OWNER.
- c. Rental cars are to be compact or mid-size.

ENGINEER shall submit substantiating documentation for other expenses invoiced to OWNER.

ENGINEER agrees to invoice OWNER for allowable expenses monthly.

A list of ENGINEER'S reimbursable expenses, if any, is set forth in Exhibit B.

2. Statements for Additional Services will be supported by ENGINEER'S documentation showing the total hourly services for OWNER completed at the time of billing and the nature of the services provided. OWNER shall make prompt payment of all properly documented services provided. OWNER shall make prompt payment of all properly documented services to OWNER within thirty (30) days of each ENGINEER statement.

3. ENGINEER shall submit monthly statements for Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services completed at the time of the billing. OWNER shall make prompt monthly payments in, response to ENGINEER's monthly statements.

OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of Construction Cost provides for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

TERMINATION

Notwithstanding anything to the contrary contained herein, the obligation of ENGINEER to provide Basic and Additional Services and the OWNER'S duty to compensate ENGINEER under this Agreement may be terminated by either party upon thirty (30) days written notice. Upon termination ENGINEER shall be entitled to compensation for work properly completed and provided to OWNER up to and including any date of termination and OWNER shall be entitled to the work for hire ENGINEER has completed to date of termination.

OWNERSHIP OF DOCUMENTS: WORK FOR HIRE

All materials prepared or assembled by ENGINEER under this Agreement for OWNER, regardless of form, constitute work for hire and shall be delivered to OWNER for OWNER's use and said materials become the property of OWNER without need for further compensation to ENGINEER than that set forth in this Agreement. OWNER understands and agrees to that.

Materials prepared or assembled by ENGINEER under the terms of this Agreement are not intended for any other projects or uses and ENGINEER has not represented or warranted to OWNER that they are either useful or suitable in any situation other than that for which it was originally prepared or assembled by ENGINEER. OWNER's use of materials prepared or assembled by ENGINEER in any other context than that for which they were prepared is at OWNER's sole risk. ENGINEER may retain in its files all original drawings, specifications and changes made to the drawings, specifications, and other documents by persons other than ENGINEER. If any changes are made, OWNER shall require that any such change(s) be identified and sealed by the ENGINEER making that change and shall be appropriately marked to reflect what was changed or modified.

RIGHT TO INSPECT RECORDS

ENGINEER agrees that OWNER and auditors of OWNER's record and books shall have access to and the right to examine any directly pertinent books, documents, papers and records of ENGINEER involving transactions relating to this Agreement. This provision shall survive termination of this Agreement. ENGINEER agrees that OWNER shall have access during normal working hours to all necessary Engineering facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. OWNER shall give ENGINEER reasonable advance notice of intended audits.

ENGINEER'S LIABILITY

Acceptance of the final design by OWNER shall not constitute nor be deemed a release of the responsibility and liability of the ENGINEER, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by OWNER for any defect in the designs, working drawings, specifications, or other documents and work. ENGINEERs' liability shall not exceed the total amount of the contract with the Owner.

ENGINEER'S REPRESENTATIONS AND WARRANTIES TO OWNER

Engineer' represents and warrants to OWNER in the performance of any services and Work under this Agreement that:

1. OWNER can reasonably rely on the expert quality of all materials provided by ENGINEER under this Agreement; and
2. It will assign and utilize only competent personnel possessed of the necessary expertise to perform Services and the Work under this Agreement; and
3. It is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this contract; and
4. Its invoice charges under this contract will not exceed comparable rates it charges other customers in substantially similar transactions; and
5. It shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of Services and Work hereunder and that performance of its personnel shall reflect their best professional knowledge, skill, and judgment; and
6. It will complete Services and Work under this Agreement in a reasonable, professional, ethical, complete, prudent, accurate and timely fashion; and
7. It is in and will during the term of this Agreement remain in compliance with all applicable laws, regulations, and orders with respect to equal employment opportunity and wither has heretofore provided or will provide to OWNER the certifications and representations regarding equal employment opportunity that OWNER may require under such laws, regulations, and orders.

INSURANCE

ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of all employees. ENGINEER presently maintains professional liability coverage of \$2,000,000.00. OWNER shall be listed as an Additional Insured on such policies to prevent such insurers from exercising any right of subrogation against the OWNER.

GOVERNING LAW

This Agreement is to be governed by the law of Ohio.

PARTIES BOUND BY THIS AGREEMENT

OWNER and ENGINEER each is hereby bound, and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representative of such other party, in respect of all covenants, agreements and obligations of this Agreement.

ASSIGNMENT, SUBCONTRACTING, AND TRANSFER OF RIGHTS PROHIBITED

Neither OWNER nor engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants, as ENGINEER may deem appropriate to assist in the performance of services hereunder. However, any such independent professions hired or consulted by ENGINEER shall be agents or employees of ENGINEER for all purposes of this Agreement, even if such hire or consultation was disclosed in advance to OWNER.

NO THIRD-PARTY BENEFICIARIES INTENDED

Nothing under this Agreement shall be construed to give any rights, entitlement or special benefit(s) in this Agreement or the products or services of this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

INDEPENDENT CONTRACTOR

The relationship of OWNER to ENGINEER shall be that of employer and independent contractor. ENGINEER shall supervise the performance of its own services and shall have control of the manner and means by which its services are performed, subject to compliance with this Agreement and any plans, specifications, schedules, or other items approved by the OWNER. Any other amounts OWNER pays ENGINEER under this Agreement shall not be considered salary for pension purposes, and ENGINEER nor its employees or contractors will not be entitled to any of the other fringe and supplemental benefits of OWNER, nor will OWNER withhold any Social Security (FICA) or similar contributions from ENGINEER's fee; and OWNER shall have no liability whatsoever to the ENGINEER on account of this Agreement except payment of the amounts provided herein. ENGINEER shall be responsible for, pay when due, and the compensation for the work shall include all local, municipal, state, and federal sales, use, excise, and personal property taxes, including but not limited to unemployment, social security, and other payroll taxes for its employees, including any related assessments for contribution required by law, and including but not limited to, the Federal Insurance Contribution act (Sections 3101-3126), of the Internal Revenue Code of 1954, as amended; the Federal

Unemployment Tax Act (Sections 3401-3405), and all other governmental fees, taxes, or other governmental charges applicable to the Work.

BEHAVIOR OF ENGINEER'S EMPLOYEES

Engineer acknowledges OWNER has a policy against sexual harassment and hereby agrees. that any of its employees provided to OWNER under this Agreement will also specifically acknowledge that policy and agree to abide by it. ENGINEER shall indemnify OWNER against any liability if any of its employees engage in sexual harassment. In the event that the Work requires ENGINEER to perform Services on OWNER's property, ENGINEER acknowledges and agrees to advise its employees, agents, and subcontractors that it is the policy of OWNER: (1) to prohibit the use, possession, sale, and distribution of alcohol, illegal drugs, or other controlled substances on its premises; and (2) to prohibit the presence on OWNER's property or employees of a contractor, or subcontractor, or agent who has such substances in his/her body for non-medical reasons. Entry onto OWNER's property constitutes consent to an inspection of the employees of the consultant, subcontractor, or agent, including vehicles and personal effects when entering, while on, or upon leaving OWNER's property. Any ENGINEER, employee, subcontractor, or agent who is found in violation of this policy will be removed and barred from OWNERS's property.

AMENDMENTS

All changes, request for performance of extra Work, or amendments to this Agreement or to Services or Work already authorized to be performed pursuant to this agreement must be authorized in writing by OWNER'S COUNCIL AND MAYOR in advance. Any unauthorized Work performed shall be at the sole risk of ENGINEER. ENGINEER shall have no claim for payment for unauthorized work, and ENGINEER specifically disclaims any claim or right to *quantum meruit* recovery as this Agreement constitutes the sole and exclusive basis for ENGINEER's compensation from OWNER. In case of any amendment to this Agreement, so much of the Agreement as is not necessarily thereby changed shall remain in full force and effect. No act or conduct of either party or any employee or employees or agents thereof shall be held to operate as a waiver of any term, condition, or provision of this Agreement unless made with the authority of the Mayor and Council of New Miami and reduced to writing in the form of a change order. In case any change should result in a decrease of the Work to be performed, no allowance shall be made to ENGINEER for loss of anticipated profits, but if ENGINEER, before receiving OWNER's notice of intention to make such a change, shall have incurred expenses rendered unnecessary by such change or alteration, allowance shall be made to ENGINEER as is fair and reasonable. ENGINEER's acceptance of final payment on the Contract shall constitute a waiver of all claims against OWNER.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations, or Agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

SEVERABILITY

Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

INDEMNIFICATION

A. Professional Liability

Regarding professional liability claims, to the fullest extent permitted by law the ENGINEER agrees to indemnify and hold the OWNER, its officers, officials, and employees harmless from and against losses and damages to the extent arising from a negligent act, error or omission by the Consultant or its employees or anyone for whom the Consultant is legally liable.

B. Non-Professional Liability (General Liability)

With regard to general liability claims, to the fullest extent permitted by law, the ENGINEER shall indemnify, defend and hold harmless the OWNER from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the ENGINEER, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the acts or omissions of the ENGINEER, any subconsultant(s) of the ENGINEER, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

IN WITNESS THEREOF, OWNER AND ENGINEER acting herein by their duly authorized representatives have executed this Agreement on the date as shown on the first page of this Agreement.

ENGINEER

Jones-Warner Consultants Inc.

By:



T. Shawn Campbell, President-CEO

December 16, 2022

OWNER

City of Monroe, Ohio

William Brock, City Manager

Date: _____

Corporate Headquarters

8401 Claude Thomas Road, Suite 51

Franklin, OH 45005

P: 937.704.9868

F: 937.704.9949



JONES-WARNER CONSULTANTS, INC.
CIVIL ENGINEERING, SURVEYING, AND CONSULTING SERVICES

Toll-Free: 1-855-704-5924

JWCI@JonesWarner.com

JonesWarner.com

December 16, 2022

Ms. Constance Kepner, MPM
Civil Engineer- Project Manager
City of Monroe, Department of Public Works
1000 Holman Avenue, P.O. Box 330
Monroe, Ohio 45050-0330

Re: South Main Street Water Main Replacement Project, Mason Avenue to Carson Road,
approximately 1,700 linear feet – **Survey & Design Fee Proposal**

Dear Ms. Kepner:

Jones Warner Consultants, Inc. (JWCI), a local, pre-qualified consultant, is happy to provide you with this fee proposal for approximately 1,700 linear feet of water replacement as outlined above, from the intersection of S. Main St. and Mason Ave. to the intersection of S. Main St. and Carson Rd. We have visited the project location, previously provided design in the area site together and have prepared our routine scope of services and agreement to move forward.

South Main St. Water Main Replacement Project-

We understand the scope of this project to include the necessary survey and design for water main replacement in the City of Monroe. We will be replacing and upsizing the current water main from an 8" main to a 12" Class 53, Ductile Iron main. The scope will include all necessary property research and use of Butler County and City of Monroe GIS data, with a topographical survey of the project area. The water main design will include all new service connections from the main to the right of way along the replacement area. The entire design will conform to both the City of Monroe and AWWA standards.

During the survey and base mapping process, JWCI will provide the city with a proposed conceptual design alignment in plan view only with a planning level cost estimate. Upon acceptance by the city of an approved alignment, JWCI will commence with preliminary design.

A 50% plan submittal will be made that will include detailed features necessary for review, the water main design drawings in both plan and profile view to include both new and replacement water services, and a 50% level cost estimate.

From the 50% review, JWCI will address all city comments, and proceed with a 95% submittal phase. The 95 % submittal phase will include complete, detailed construction plans, general notes, details, a general summary of quantities, and necessary technical specifications.

specifications. A final cost estimate will be developed and submitted with the 95% submittal. The 95% submittal shall be completed and submitted in advance of your March 31, 2023, deadline.

As with most water main replacement projects, JWCI intends for this design to be completely within the public right of way with no easements anticipated. However, should easements be necessary, they can be provided in Butler County Recordable format at a fee of \$1,200 per easement.

As previously mentioned, our design will conform to City of Monroe, and AWWA standards. A permit to install (PTI) from the OEPA is not necessary as we are not increasing more than two sizes and as long as the city of Monroe submits an annual replacement and extension report, data to the OEPA. Since this is a replacement project and shallow in nature, a geotechnical investigation is not recommended.

The fee amount provided is for JWCI survey and design fees only. They do not include any fees that may be required by permitting agencies (if required) or any geotechnical investigations authorized by the City of Monroe.

Based on the scope of services requested for the project our lump sum fee for the project area is \$26,500.00. JWCI is prepared to begin immediately upon the city's acceptance of this proposal. I have a JWCI-Monroe Professional Services Agreement for approval.

We anticipate a turnaround schedule for final deliverables well in advance of your March 31, 2023, deadline.

We appreciate this opportunity and look forward to working with you on this project. Should you have any questions, please feel free to call.

Sincerely,



T. Shawn Campbell, President- CEO
Jones Warner Consultants, Inc.

CITY OF MONROE (OHIO) MUNICIPAL WATER UTILITY

PROPOSED CAPITAL IMPROVEMENT PLAN

(Per Utility Management)

(Rounded to nearest \$100)

Description	2021	2022	2023	2024	2025	Total
Water Mains:						
Mason Rd - Gallaher to Gateway	\$1,260,000					\$1,260,000
East Avenue/Lebanon	165,000	\$1,155,000				1,320,000
Main St between Carson and Mason		90,000	\$630,000			720,000
Bridle Creek - Gallaher to Woodsdale			180,000	\$1,260,000		1,440,000
West: Yankee Rd-SR 63				255,000	\$1,785,000	2,040,000
Meter replacement - Residential	168,000	159,900	164,700	169,500	174,300	836,400
Allowance for future storage tank	100,000	100,000	100,000	100,000	100,000	500,000
Allowance for vehicles, equipment	83,300	85,000	86,700	88,400	90,200	433,600
Non-residential meter replacement fee	79,400	79,400	79,400	79,400	79,400	397,000
System development charges	(77,000)	(77,000)	(77,000)	(77,000)	(77,000)	(385,000)
Total proposed capital improvements	<u>\$1,778,700</u>	<u>\$1,592,300</u>	<u>\$1,163,800</u>	<u>\$1,875,300</u>	<u>\$2,151,900</u>	8,562,000
Amortization period						<u>5</u>
Annual Requirement (Rounded)						<u>\$1,710,000</u>
<u>Assumed Loan, Bond and/or Grant Funding Alternatives</u>						
Total proposed capital improvements						\$8,562,000
Less assumed loan, bond and/or grant funding						<u>(5,500,000)</u>
Sub-total						3,062,000
Amortization period						<u>5</u>
Annual Requirement (Rounded)						<u>\$610,000</u>

(Continued on next page)

(Subject to the attached letter dated July 25, 2021)

(Preliminary - Subject to Change)

(Internal Use Only)

CITY OF MONROE (OHIO) MUNICIPAL WATER UTILITY

(Cont'd)

PROPOSED CAPITAL IMPROVEMENT PLAN

(Per Utility Management)

(Rounded to nearest \$100)

Description	2026	2027	2028	2029	2030	Total
Line extensions and replacements (1)	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000
Yankee Road Elevated Storage Tank - 1MG (1)			2,900,000 (2)			2,900,000
Butler County Connection (1)				2,000,000		2,000,000
Meter replacement - Residential	179,100	183,900	181,600	181,500	181,500	907,600
Allowance for vehicles, equipment	92,000	93,800	95,700	97,600	99,600	478,700
Allowance for future storage tank	100,000	100,000				200,000
Non-residential meter replacement fee	79,400	79,400	79,400	79,400	79,400	397,000
System development charges	(77,000)	(77,000)	(77,000)	(77,000)	(77,000)	(385,000)
 Total proposed capital improvements	 \$1,073,500	 \$1,080,100	 \$3,879,700	 \$2,981,500	 \$983,500	 \$9,998,300
Less assumed loan, grant or bond funding			(2,900,000)	(2,000,000)		(4,900,000)
 Net funding requirement	 <u>\$1,073,500</u>	 <u>\$1,080,100</u>	 <u>\$979,700</u>	 <u>\$981,500</u>	 <u>\$983,500</u>	 5,098,300
Amortization period						5
 Annual Requirement (Rounded)						<u>\$1,020,000</u>

(1) Additional projects for future consideration. Not currently impacting proposed rates.

(2) Shown net of \$100,000 annual funding (\$3,600,000 less \$700,000 of annual funding).

(Subject to the attached letter dated July 25, 2021)

(Preliminary - Subject to Change)

(Internal Use Only)

RESOLUTION NO. 04-2023

A RESOLUTION DETERMINING THE BID SUBMITTED BY KENDALL ELECTRIC GROUP FOR 20 DECORATIVE STREET LIGHTS TO BE THE LOWEST AND/OR BEST BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SAID LIGHTS.

WHEREAS, after advertising and receiving bids according to law, it has been determined that Kendall Electric Group is the lowest and/or best bid for the purchase of 20 decorative street lights.

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

SECTION 1: The bid submitted by Kendall Electric Group for the purchase of 20 decorative street lights is hereby determined to be the lowest and/or best bid according to law.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with Kendall Electric Group for the purchase of 20 decorative street lights pursuant to the terms and conditions set forth in the bidding documents received on December 28, 2022.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08(C) of the Charter.

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Passed:_____

Bid Opening - Decorative Street Lights - Materials Only**Opening Date: December 28, 2022 @ 10 AM**

	Company Name	Primary Bid	Alternate Bid	Bid Bond Received
1	Kendall Electric	\$115,700. ⁰⁰	N/A	N/A
2	F.D. Lawrence	\$116,029. ⁷²	N/A	N/A
3				
4				
5				
6				
7				

Expiration Date: 01/27/23

Quotation

TO:

 MONROE CITY OF MONROE OH
 Attn: GARY MORTON
 PO BOX 330
 MONROE, OH 45050-0330

Project Info:

 Project: CITY OF MONROE (2022-3A24)
 Job #: 26701
 Bid Date: 12/28/22
 Bid Time: 02:00 PM EST
 Quoter: ZACH DUNCAN, PAGE-ECIN

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
ITEM 1	8	HUBBELL	CUSTOM AAL ASSEMBLY	HUBBELL	115,700.000	115,700.00
ITEM 2	1	HUBBELL	CUSTOM AAL ASSEMBLY	HUBBELL		
ITEM 3	1	HUBBELL	CUSTOM AAL ASSEMBLY	HUBBELL		
ITEM 4	10	HUBBELL	CUSTOM AAL ASSEMBLY	HUBBELL		

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and on our Terms and Conditions of Sale which are available at https://www.kendallgroup.com/legal/t_and_c_sale. Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers we received from you. Prices expire on and are subject to change after thirty (30) days. Wire, conduit & pipe pricing valid for the date of the quotation only. Opened, special order or non-stock items may not be returnable.

From:

 KENDALL ELECTRIC INC
 SALES 513-771-2550
 11310 MOSTELLER RD
 CINCINNATI, OH 45241-1897
 Printed By: ZACH DUNCAN, PAGE-ECIN
 ZACH DUNCAN

Total
115,700.00
Notes

**** TAXES NOT INCLUDED ****

 **NOTE: THIS BID MAY BE AMENDED WITHOUT
 PENALTY OR CHARGE DUE TO COVID-19**

**DECORATIVE STREET LIGHTS – MATERIALS ONLY
REQUEST FOR BIDS**

Sealed bids will be received at the City of Monroe, Ohio Department of Public Works, 1000 Holman Avenue, Monroe, Ohio, 45050 until 10:00 AM local time on Wednesday, December 28, 2022. At that time the bids will be publicly opened and read aloud for the following project:

Decorative Street Lights – Materials Only

Specifications may be obtained from the Department of Public Works, 1000 Holman Avenue, Monroe, Ohio, 45050 or by calling 513-727-8953, EXT. #1413 between the hours of 8:00 AM and 3:30 PM Monday through Friday.

Bids must be submitted in a sealed, opaque envelope clearly marked "Decorative Street Lights – Material Only." The City of Monroe reserves the right to reject any and all proposals/bids, to waive any informalities or irregularities in the proposals received and accept any proposal which is deemed most favorable to the City of Monroe, Ohio.

Owner: City of Monroe, Ohio

By: William J. Brock

Title: City Manager

Date: December 9, 2022

December 16, 2022

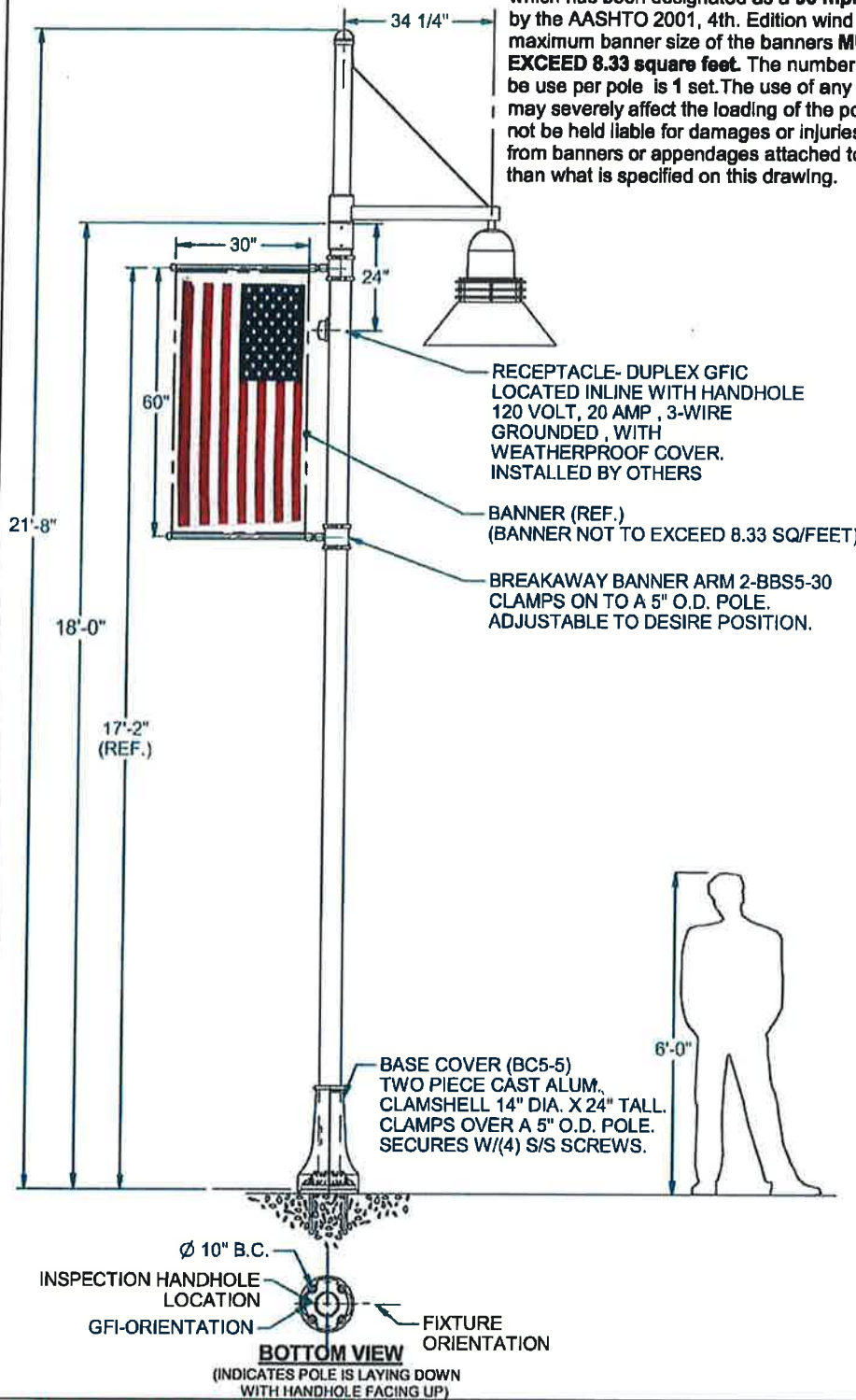
2022 DECORATIVE STREET LIGHTS - MATERIALS ONLY
***SPECIFICATIONS**

ITEM	QUANTITY	PAGE
UCL2-LUM-ANG-72L 480-4K7-5W-SLA17(5) PR5-5R18-250-BC5 2-BBS5-30-GFI AAL COLOR: BLS	8	1 21A-1148
UCL2-LUM-ANG-72L-480 4K7-2-BLS-SLA20-AD5-UNV (ETO) PR55R11ft7in-250-PTF-GFI-BC5 BLS-ABT AAL COLOR: BLS	1	2 22A-2152
UCL2-LUM-ANG-72L-480 4K7-2-BLS-SLA20-AD5-UNV (ETO) PR55R12ft7in-250-PTF-GFI-BC5 BLS-ABT AAL COLOR: BLS	1	3 22A-2153
UCL2-LUM-ANG-72L-480 4K7-2-BLS-SLA20-AD5-UNV (ETO) PR55R14ft7in-250-PTF-GFI-BC5 BLS-ABT AAL COLOR: BLS	10	4 22A-2154

***MAKE SURE TO INCLUDE ALL MOUNTING HARDWARE**

NOTE:

1) The city / state of this installation is MONROE, OH which has been designated as a 90 mph wind zone by the AASHTO 2001, 4th. Edition wind map. The maximum banner size of the banners **MUST NOT TO EXCEED 8.33 square feet**. The number of banners that may be use per pole is 1 set. The use of any other appendages may severely affect the loading of the pole. AAL will not be held liable for damages or injuries that result from banners or appendages attached to the pole other than what is specified on this drawing.



TYPE

INPUT:

ETO ☐
STD ☒

CATALOG NUMBER

UCL2-LUM-ANG-72L
480-4K7-5W-SLA17(5)
PR5-5R18-250-BC5
2-BBS5-30- GF1

AAL COLOR: BLS

SPECIAL INSTRUCTIONS:

LED COUNT, WATTAGE, VOLTAGE, CCT/CRI AND DISTRIBUTION MAY VARY BASED ON FINAL CAT STRING.

REFER TO SPECIFICATION SHEET FOR ADDITIONAL ELECTRICAL CHARACTERISTICS AND PHOTOMETRIC DATA

ANCHOR BOLTS

QTY 4

SIZE 3/4" x 24" x 3"

BOLT CIRCLE 10"

PROJECTION 4 3/4"

LEVELING NUTS AND WASHERS MUST BE INSTALLED UNDER ALL BASES

LEVELING NUTS AND WASHERS MUST BE INSTALLED UNDER ALL BASES

ONE APPROVED DRAWING MUST BE RETURNED TO AAL BEFORE THIS PRODUCT CAN BE FABRICATED

WARNING: THIS FIXTURE MUST BE GROUNDED IN ACCORDANCE WITH LOCAL CODES OR THE NATIONAL ELECTRICAL CODE. FAILURE TO DO SO MAY RESULT IN SERIOUS PERSONAL INJURY.

* AAL ASSUMES NO RESPONSIBILITY OF HARM CAUSED BY FAILURES DUE TO IMPROPER SITE ANALYSIS OR USAGE OF PRODUCTS OTHER THAN THEIR INTENDED PURPOSE AS SHOWN IN THIS DOCUMENT.

SIGNED APPROVAL NEEDED PRIOR TO
RELEASE OF ORDER.

PO#

JOB NAME:

CITY OF MONROE

21A-1148

DATE 11/29/2017 DRWN JMP

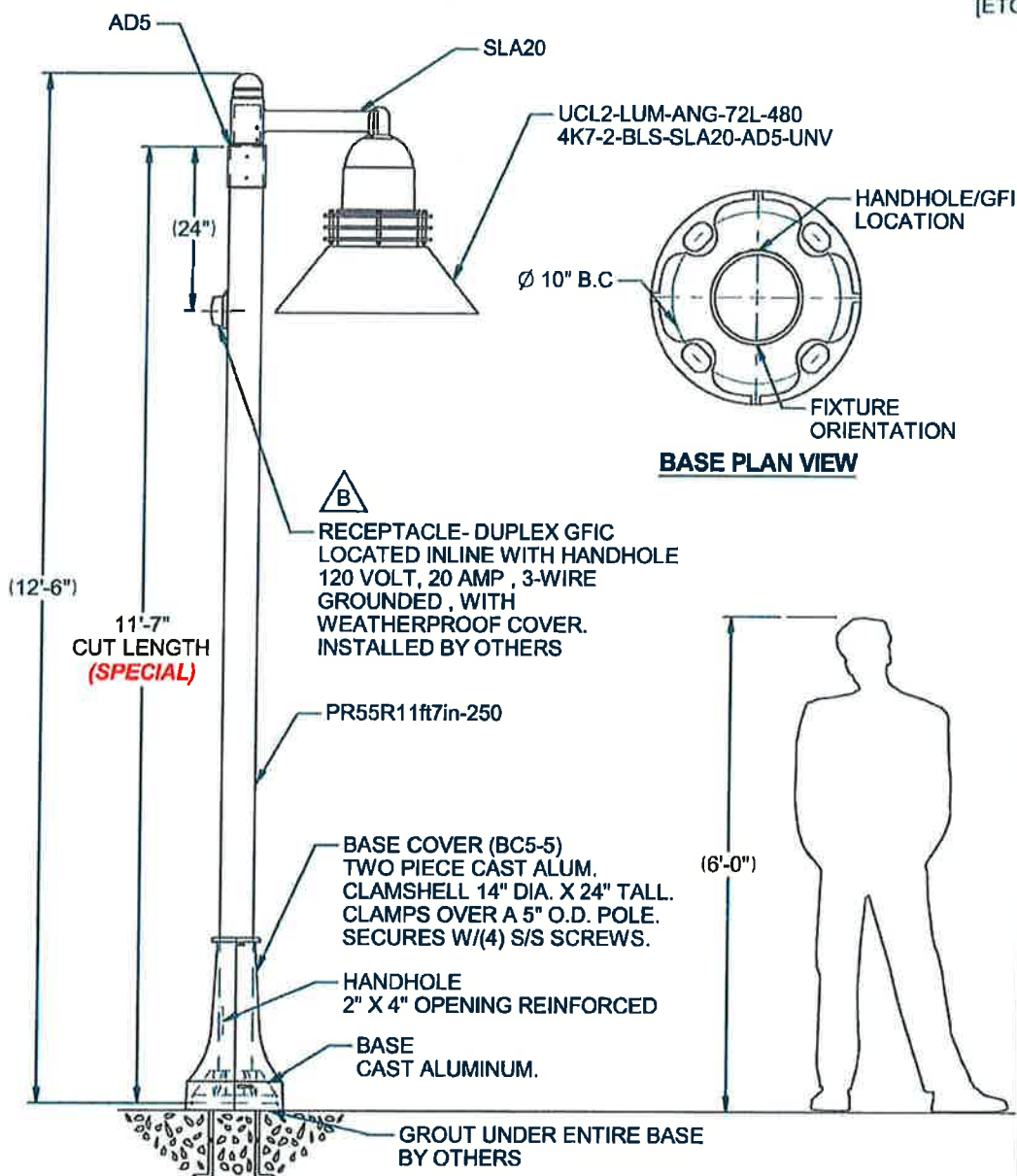
DATE APPRVD

DATE 11/25/2022 REV. D



701 MILLENNIUM BOULEVARD
GREENVILLE, SC 29607
(864)678-1000

Architectural Area Lighting
Reserves The Right To Change
Manufacturing Processes Without
Notice.



TYPE

CATALOG NUMBER

UCL2-LUM-ANG-72L-480

4K7-2-BLS-SLA20-AD5-UNV

[ETO] PR55R11ft7in-250-PTF-GFI-BC5
BLS-ABT



AAL COLOR: BLS

SPECIAL INSTRUCTIONS:

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SOLD TO:

PO#

JOB NAME:

CITY OF MONROE

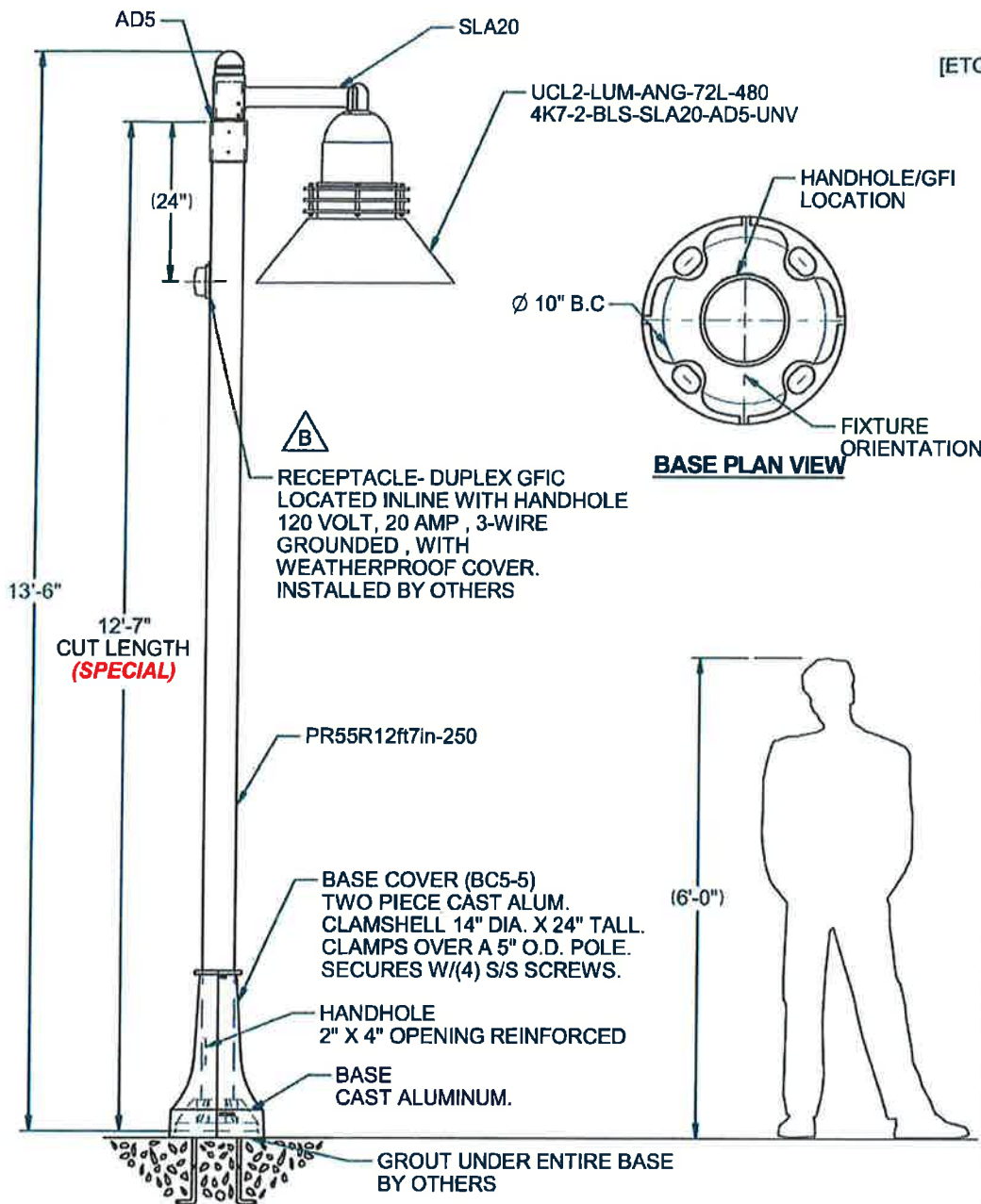


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Notice.

22A-2152

DATE	DRWN
11/22/2022	PK
DATE	APPRVD
11/22/2022	JMP
DATE	REV.
11/25/2022	B



TYPE

CATALOG NUMBER

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4K7-2-BLS-SLA20-AD5-UNV

[ETO] PR55R12ft7in-250-PTF-GFI-BC5
BLS-ABT 

AAL COLOR: BLS

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CCT/CRI AND DISTRIBUTION MAY
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SHEET FOR ADDITIONAL
ELECTRICAL CHARACTERISTICS
AND PHOTOMETRIC DATA

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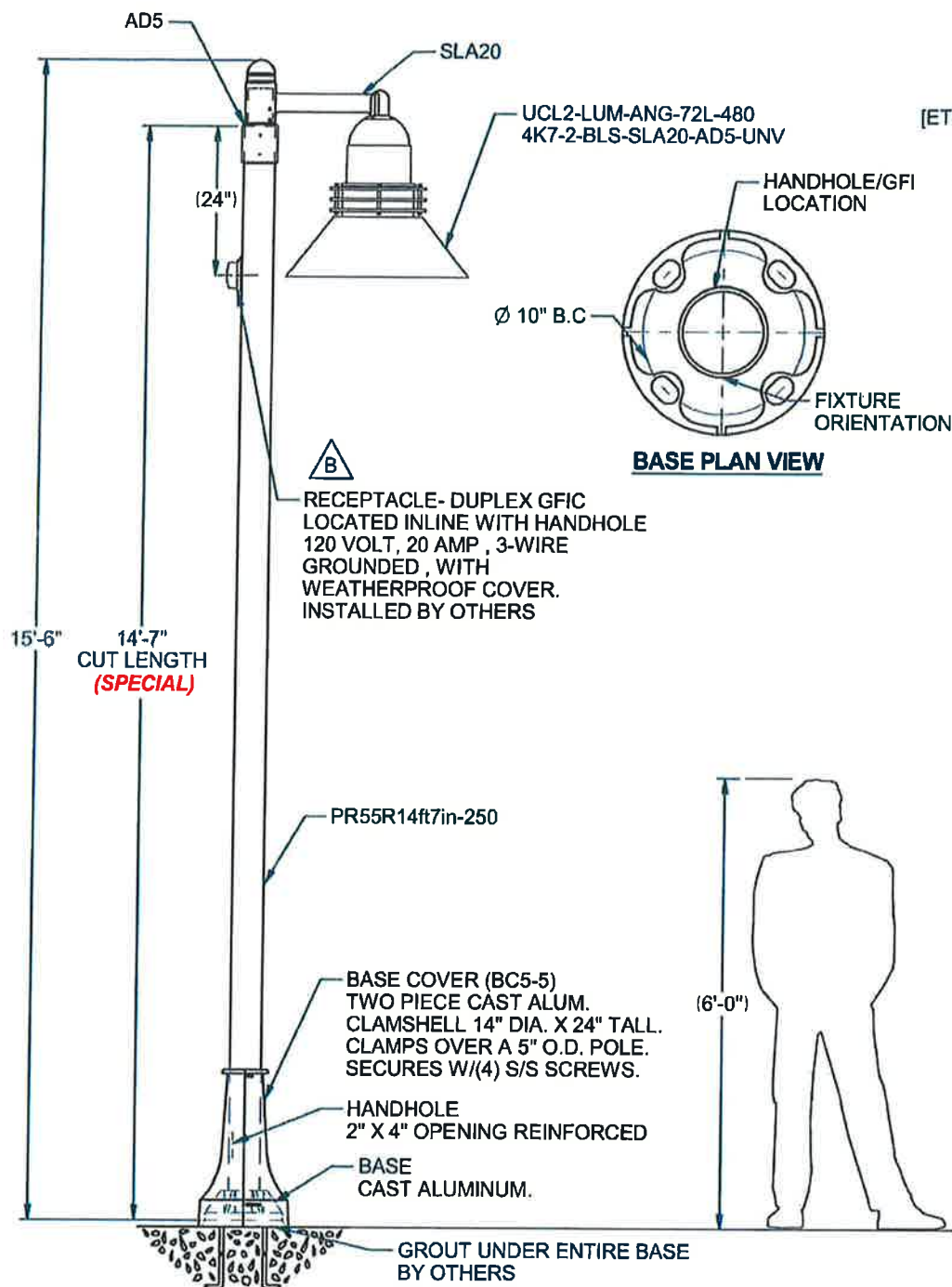


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TYPE

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22A-2154

DATE	DRWN
11/22/2022	PK
DATE	APPRVD
11/22/2022	JMP
DATE	REV.
11/25/2022	B

ORDINANCE NO. 2023-01

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, AND CLARIFY WHEN SPECIFIC BONDS ARE ELIGIBLE FOR RELEASE.

WHEREAS, at their meeting held December 20, 2022, Planning Commission recommended that Council amend and supplement Section 1203.05 of the Planning and Zoning Code to include a development agreement for major subdivisions and changes to how bonds are handled; and

WHEREAS, Council agrees with the recommendation of the Planning Commission and hereby amends and supplements Section 1203.05 of the Planning and Zoning Code.

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

SECTION 1: Section 1203.05 of the Planning and Zoning Code is hereby amended and supplemented to read as follows:

“1203.05. Major Subdivisions.

- (A) PURPOSE. The purpose of the major subdivision review process is to ensure compliance with this code while promoting the appropriate development of the City as provided for in the purpose of this code.
- (B) MAJOR SUBDIVISION DETERMINATION AND APPLICABILITY. A major subdivision shall include any subdivision that includes the construction of a public roadway, that does not meet the requirements of a minor subdivision (See Section 1203.04: Minor Subdivisions.), or that includes the improvement of one or more parcels of land for residential, commercial, or industrial structures, or groups of structures which ultimately are to be jointly owned under a recorded condominium property declaration under the provisions of ORC Chapter 5311.
- (C) INITIATION. Pursuant to Section 1203.02(A): Authority to File Applications, any person having authority to file applications may initiate an application for a major subdivision.
- (D) PROCEDURE. The review procedure for a major subdivision shall be as follows:
 - (1) *Step 1—Pre-application Conference.*
 - a) The applicant shall meet with the City for a pre-application conference before submitting an application for a major subdivision.
 - b) The applicant shall supply preliminary information to the City in a form established by the Development Department.
 - c) The purpose of the pre-application conference shall be to discuss the proposed subdivision, review submittal requirements, and discuss compliance with the

provisions of this code, and define development agreement terms, project rules, and regulations prior to the submission of an application.

- d) Subsequent to the pre-application conference with the City, the applicant may consult with, at a minimum, the engineering staff, fire department and the County Soil and Water Conservation District. The applicant shall also consult with the agencies having jurisdiction for sanitary sewer or water, where applicable.

(2) *Step 2—Application and Official Filing of the Preliminary Plat.*

- a) The applicant shall submit an application in accordance with Section 1203.02: Common Review Requirements and with the provisions of this chapter.
- b) The preliminary plat shall be submitted as part of the initial application.
- c) Upon determination by the City that the application is complete, the preliminary plat shall be accepted as being officially filed.
- d) The application and the official filing of the preliminary plat shall be in accordance with the applicable submittal deadlines of the Planning Commission.
- e) If the applicant fails to submit a complete application and preliminary plat within 180 days of the pre-application conference (Step 1), the applicant shall be required to begin the review procedure again from the pre-application conference.

(3) *Step 3—Staff Review and Staff Report on the Preliminary Plat.*

- a) Upon determination that the application for a major subdivision is complete, the City shall transmit copies of the application for review by applicable agencies including, but not limited to, the City Engineer, fire department, agencies having jurisdiction for water and/or sanitary sewer, or other agencies the City deems appropriate.
- b) Such agencies shall supply comments and recommendations to the City prior to the regularly scheduled Planning Commission meeting where the preliminary plat will be reviewed.
- c) Prior to the Planning Commission meeting where the preliminary plat is scheduled for review, the City shall review the preliminary plat and prepare a staff report.

(4) *Step 4—Review and Decision on the Preliminary Plat by the Planning Commission.*

- a) The Planning Commission shall not consider a major subdivision unless the preliminary plat is officially filed (Step 2).
- b) The Planning Commission shall hold a public meeting to review and decide on the preliminary plat. The Planning Commission shall approve, approve with conditions, or deny the preliminary plat. The Planning Commission may also continue the meeting if questions regarding the plat are not satisfactorily addressed by the applicant.
- c) If the Planning Commission denies the preliminary plat, the applicant shall not move forward in the review process until a preliminary plat is approved by the Planning Commission, or an appeal is granted by City Council.
- d) Appeal of a Decision by Planning Commission to Court of Common Pleas.

- i) If the Planning Commission denies the application for a preliminary plat, the applicant may appeal the decision to the applicable court of common pleas within 30 days of the Planning Commission's decision.
- ii) An appeal pursuant to this section shall be initiated by filing a written appeal of the administrative decision with the City.
- iii) The applicant shall submit an application in accordance Section 1203.02: Common Review Requirements.
- iv) Upon receiving the written appeal of the Planning Commission's decision on a preliminary plat, the Development Department shall transmit the written appeal with all papers, documents, and other materials related to the appealed decision or determination to the Clerk of Council. This material shall constitute the record of the appeal.
- v) The City Council shall hold a public hearing within 45 days of the filing of the appeal provided adequate notification is provided pursuant to Section 1203.02(H): Public Notification for Public Hearings.
- vi) Any person affected by the appeal may appear at the public hearing and testify in person, or by attorney or agent.
- vii) The City Council shall render a decision on the appeal without unreasonable delay. The Clerk of Council shall notify the appellant in writing of the decision of the City Council.
- viii) A decision or determination shall not be reversed or modified unless there is competent, material, and substantial evidence in the record that the decision or determination fails to comply with either the procedural or substantive requirements of this code.

(5) *Step 5 – Submission of Development Agreement*

A development agreement is a legislative action of the City of Monroe. A development agreement shall expressly define the development project rules and regulations for the development of specific property(s); commitments and policies related to the development of the property(s); and agreements and standards pertaining to the development of specific property(s). The development agreement shall also outline specific time frames, phasing, and other completion dates for the development of the property(s).

Contents of a development agreement shall include:

- a) A description of the uses permitted on the property and any uses specifically prohibited.
- b) The density of proposed uses, including minimum lot area, minimum lot width, maximum percentage of lot coverage, minimum setbacks, and maximum building height.
- c) Provisions for the reservation or dedication of land for proposed public purposes.
- d) The proposed timing and phasing for the construction of public improvements.

- e) Assurances that all public facilities (streets, water, sewer, EMS/fire, and police will be available as they are needed to serve the development.
- f) Provisions to protect environmentally sensitive lands, and neighboring residential and commercial subdivisions through mitigation of anticipated impacts caused from the development onto the public.
- g) Provisions for public improvements in excess of what is required by current City code or law.
- h) The scope of Traffic Impact Study defined in this code.
- i) The proposed timing and phasing of the development project.
- j) The termination date of the development agreement.
- k) Terms and conditions relating to financing of public improvements.

(6) *Step 6 – Staff Review of Development Agreement*

- i. The development agreement shall be borne by the applicant and shall conform to the preliminary and final plat. The City shall distribute copies of the development agreement to all applicable staff for review, comments, and recommendations. The review agencies shall provide comments and recommendations for the development agreement to the City. A copy of the development agreement shall be marked and returned to the applicant for corrections, if necessary.
- ii. If found to be satisfactory by the City, the development agreement shall be forwarded onto City Council for review. Improvements shall not be constructed until such time as the City has accepted and approved of the development agreement, preliminary plat, and construction drawings.
- iii. The development agreement shall be recorded with the applicable county recorder prior to the construction of any public improvements. Any development agreement not recorded six (6) months following Council approval shall be deemed null and void.
- iv. The development agreement may be modified or terminated by the mutual consent of the developer and the City. The City Council may, at its option, modify or terminate a development agreement based upon evidence that a developer, or successor interest, has not complied with the terms or conditions of the agreement.

(7) *Step 7—Submission of the Construction Drawings.*

- i) The applicant's engineer shall prepare construction drawings, which shall conform to the approved development agreement and preliminary plat and include all work to be performed. In cases where the applicant proposes to develop the subdivision in phases, construction drawings shall be submitted for each individual phase.
- ii) The applicant shall supply the construction drawings to the City in a form and number established by the Development Department.
- iii) If the applicant finds, in the process of preparing construction drawings, that the approved development agreement and preliminary plat is not workable and changes in layout are required, the applicant shall inform the City and City Engineer. The

City may require that a revised development agreement and preliminary plan be submitted for re-approval following Steps 2 through 4 above.

- iv) The City Engineer shall accept performance bonds pursuant to Section 1203.05(1): Bonding Requirements.

(8) *Step 8—Staff Review and Decision on the Construction Drawings.*

- a) The City shall distribute copies of the construction drawings to the City Engineer and, where applicable, the applicant shall submit the construction drawings to the agencies having jurisdiction for sanitary sewer or water, the Ohio Environmental Protection Agency, and any other applicable agencies.
- b) The review agencies shall provide comments and recommendations on the construction drawings to the City.
- c) A copy of the construction drawings shall be marked and returned to the applicant's engineer for corrections, if necessary.
- d) If found to be satisfactory by the City Engineer, the original tracing shall be submitted for approval signature by the City, City Engineer, and the agencies having jurisdiction over sanitary sewer or water (where applicable).
- e) Improvements shall not be constructed until such time as the City has accepted the performance bond, and the City and other applicable agencies have approved the construction drawings. The applicant is required to participate in a pre-construction meeting and file all bond documents with the City Engineer prior to commencing construction of improvements.

(9) *Step 9—Filing of the Final Plat.*

- i) The applicant shall submit the final plat in accordance with Section 1203.02: Common Review Requirements and with the provisions of this chapter.
- ii) Upon determination by the City that the final plat has been properly submitted, the final plat shall be accepted as being filed.
- iii) The application and the official filing of the final plat shall be in accordance with the applicable submittal deadlines of the Planning Commission.
- iv) The final plat submission shall include the submission of a development agreement and construction drawings for the corresponding phase(s) of development.

(10) *Step 10—Staff Review and Staff Report on the Final Plat.*

- a) Upon determination that the application for a final plat is complete, the City shall transmit copies of the application for review by the City Engineer and other applicable agencies the City deems appropriate.
- b) The City Engineer and agencies shall supply comments and recommendations to the City prior to the regularly scheduled Planning Commission meeting where the final plat will be reviewed.
- c) Prior to the Planning Commission meeting where the final plat is scheduled for review, the City shall review the final plat and prepare a staff report.

(11) *Step 11—Review and Recommendation on the Final Plat by the Planning Commission.*

- a) The Planning Commission shall hold a public meeting to review and make a recommendation on the final plat. The Planning Commission shall take one of the following actions:
 - i) The Planning Commission shall give a favorable recommendation on the final plat authorizing its secretary, or any other officer of the Planning Commission, to indicate such approval and the date on the tracing of the final plat.
 - ii) If the construction drawings have not been approved by the City Engineer (Step 6) by the time of the Planning Commission's scheduled meeting, the final plat may be placed on the agenda for the next Planning Commission meeting for action.
 - iii) Should the Planning Commission deny the final plat, written notice of such action, including reference to the regulation or regulations not complied with by the plat, shall be given to the applicant and the applicant's engineer and/or surveyor. The action shall also be entered on the official records of the Planning Commission.
- b) The chairperson of the Planning Commission shall certify the final plat by signing and dating the final plat upon recommendation of approval from the Planning Commission.
- c) Upon making a favorable or unfavorable recommendation, with or without conditions, the final plat shall be forwarded to City Council for review and decision.

(12) *Step 12—Review and Decision on the Final Plat by the City Council.*

- a) After full compliance with this section, the Development Department shall request the Clerk of Council to prepare the necessary legislation for City Council for introduction no later than 60 days of the recommendation of Planning Commission.
- b) Council shall review the final plat with access to the files of the Planning Commission.
- c) If approval is given, the plat and any appropriate documents shall be signed by the Mayor and Clerk of Council upon passage of the acceptance legislation by City Council.
- d) All drawings shall be returned to the Development Department after approval by City Council. The City shall notify the applicant of the action by City Council by mail or digitally within five days after the action by City Council. The approved development agreement and final plat shall be returned to the applicant for recording in the applicable county recorder's office.

(E) REVIEW CRITERIA. In order to approve a major subdivision, the Planning Commission and City Council, as appropriate, shall determine the following:

- (1) That the major subdivision complies with all applicable provisions of this code;
- (2) That the major subdivision does not conflict with other regulations, plans, or policies of the City;

- (3) That applicable review agencies have no objections that cannot be resolved by the applicant; and
- (4) That the major subdivision is not otherwise contrary to the interest of the City.

(F) GENERAL COMPLIANCE.

- (1) All improvement standards set forth in this chapter shall apply unless otherwise waived or varied by the City in accordance with the procedures of Section 1203.04(H): Variances and Appeals, Section 1203.05(P): Variance of Subdivision Design and Improvement Standards, Section 1203.09: Administrative Waivers or Section 1203.10: Alternative Equivalent Compliance, as applicable.
- (2) Where a tract of land is proposed to be subdivided in several stages or phases over a period of years, the applicant shall be required to submit a development agreement, a preliminary plat for the entire tract (subdivision) to be eventually developed. The development agreement shall expressly define the development project rules and regulations for the development of specific property(s); commitments and policies related to the development of the property(s); and agreements and standards pertaining to the development of a specific property(s). The development agreement shall also outline specific time frames, phasing, and other completion dates for the development of the property(s).

The preliminary plat shall illustrate appropriate sectioning or phasing adequate to demonstrate to the Planning Commission that the total design as proposed for the entire subdivision is acceptable under the terms of this code including conformance with the thoroughfare plan, and/or the City's Comprehensive Plan, as determined by the City Engineer. The Planning Commission shall review and decide on the preliminary plat for the entire subdivision. The Planning Commission, City Engineer, and City Council, as applicable, may review and make decisions on the final plat and improvements plan for each individual section or phase.

- (3) The City shall withhold all public improvements, including the maintenance of streets and appurtenances, erosion and sediment control(s), and storm water detention and quality, and the furnishing of water service, to all subdivisions that have not been approved and to all areas dedicated to the public that have not been accepted by the Planning Commission and City Council in the manner prescribed in this code.
- (4) The development agreement and plat shall conform to design standards that will encourage good development patterns and particularly to the principles, standards, policies and proposals which are specified in the Comprehensive Plan. Therefore, the thoroughfare plan, drainage rights-of-way, school sites, public parks and recreation sites and other public buildings and facilities shown on the officially adopted Comprehensive Plan shall be considered in the decision to approve or disapprove subdivision plats. Each subdivision design shall be in accordance with all applicable sections of the this code, as amended. The City Engineer, at any time during design or construction or even after the recording of the final plat, shall have the authority to modify any engineering or construction detail, whenever required for the protection of the public interest, health, safety or welfare.

- (5) No construction shall take place until a bond, as required by this code, is received and approved by the City Engineer.

(G) TIMING OF APPROVALS.

(1) *Effect of Preliminary Plat Approval.*

- a) An approved preliminary plat is to be used as a guide for the preparation of construction drawings and the final plat for final approval and recording upon fulfillment of all conditions of the preliminary plat approval and all provisions of this code.
- b) Approval of a preliminary plat shall be valid for a period of up to five years from the date of approval unless construction is completed in phases and accordingly approved. If the site is to be developed in phases, the construction of each phase must be complete within three years of the completion of the previous phase. In all cases, a platted development should be completed within ten years.
- c) Upon expiration of a preliminary plat approval, no approval of a final plat shall be given until the preliminary plat has been resubmitted and approved pursuant to Section 1203.05(D): Procedure.

(2) *Effect of Final Plat Approval.*

- a) Recommendation of approval of a final plat by the Planning Commission shall not be an acceptance by the public of the offer of dedication of any street, highway, or other public way or open space upon the plat, until such acceptance is also endorsed by the City Council upon the tracing of the final plat.
- b) The Planning Commission's recommendation of approval shall expire if the final plat is not presented to the City Council for approval within one year of the Planning Commission's preliminary plat approval.
- c) Approval of the final plat by City Council will become void if the final plat is not recorded with the applicable county within six months of the approval by City Council. If voided, resubmission of the final plat is required pursuant to Section 1203.05(D): Procedure.

- (3) *Liability.* The approval of plans by the City shall not relieve the owner, developer or his or her engineer of any liabilities, damages or legal action which may result from faulty, careless or negligent design or construction observed within the guarantee period.

- (H) ESTIMATED COST. Upon approval of the construction drawings by the City Engineer, and before starting any construction work, the developer's engineer shall prepare and submit to the City Engineer and/or the agencies having jurisdiction over sanitary sewer or water (where applicable), an independent estimate of costs, by item, for construction surveying; construction of roads, storm and sanitary sewers, sanitary treatment plants, pumping stations and water supply systems; drainage structures; erosion control, storm water management basins, restoration of land and site clean-up; and other related items. The total estimated cost, including labor, shall be prepared and signed by the developer's engineer. The City Engineer and/or the agencies having jurisdiction over sanitary sewer or water (where applicable), may add to the developer's estimate an amount to cover contingencies, including permit and

inspection costs, to arrive at the total estimated cost. The approved total of estimated costs shall be the basis for the establishment of the performance bond amount.

(I) BONDING REQUIREMENTS.

- (1) Public Improvement Bonds shall be required for all private projects involving the installation of public utilities, and/or streets and appurtenances.
 - a) For developments involving dedication of Right-of-Way, prior to the approval of a Final Plat by the City of Monroe the developer shall post public improvement bonds in the amount of 130% of the estimated cost of the public improvements, as approved by the City of Monroe, to secure the performance and construction of the uncompleted and unapproved public improvements. The bonding forms, as determined by the City Engineer, shall be used when submitting bonds.
 - b) For development not involving the dedication of Right-of-Way, prior to the final approval of the construction drawings by the City of Monroe and prior to the start of construction, the developer shall post public improvement bonds in the amount of 130% of the estimated cost of the public improvements, as approved by the City of Monroe, to secure the performance and construction of the uncompleted and unapproved public improvements. The bonding forms, as determined by the City Engineer, shall be used when submitting bonds.
- (2) All developments shall post bonds for erosion and sedimentation control and stormwater detention and quality.
- (3) Prior to the Developer securing bonds, line-item estimates for all items to be bonded shall be submitted to the City Engineer for approval of the bonding amounts.
 - a) The estimates shall indicate the item of work, the item unit, number of units, unit price, and total cost for each item to be bonded as detailed in Section 1203.05(H) Estimated Cost. Lump sum estimates will not be accepted.
 - b) After preliminary acceptance of the constructed improvements and a complete set of As-Built plans have been received and approved by the City of Monroe in hard copy and digital format, the public improvement bond may be reduced to an amount determined by the City of Monroe, but shall be no less than 130% of all non-completed items. A maintenance bond will be held for a period of 12 months beyond the approval date of the improvements and after the top course of asphalt has been applied, to cover any defects in construction of the improvement to be determined by the City of Monroe. After this period and after the final inspection and completion of any punchlist items, the maintenance responsibility of the developer may be released. A bond covering the completion of any outstanding items, i.e. sidewalks and erosion control, shall be held until home or building construction or lots developed in the section bonded has reached 80% and all other improvements have been completed to the satisfaction of the City.
 - i) Approval of improvements shall not be granted until a punch list has been completed by the City of Monroe and all items have been satisfactorily completed.

- (4) Erosion and Sedimentation Control Bonds shall be required for all private developments that meet the requirements as determined by the City Engineer. Bonds shall be provided in the amount of 130% of the estimated cost of the sedimentation and erosion control measures for the site, as approved by the City of Monroe.
 - a) Erosion and Sedimentation Control Bonds may be reduced upon approval of the site by the City Engineer. Erosion and Sediment Control, and Storm Water Detention and Quality Bonds shall not be released until stabilization has been inspected and approved by the City Engineer.
- (5) The City of Monroe will accept security in any of four separate forms. The developer may select the form of security as best suits their situation. The four forms of acceptable security are as follows:
 - a) Original Letter of Credit in favor of the City of Monroe.
 - i) The Letter of Credit must include the following language for automatic renewal and notice to the City of Monroe, Ohio in case of non-renewal: "It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the City Engineer of the City of Monroe, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, at such time the City of Monroe, Ohio may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit."
 - ii) If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language: "The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the (name of financial institution) Bank notifies the City Engineer of the City of Monroe, Ohio, 233 S. Main Street, Monroe, Ohio 45050, that the draft presentment deadline shall not be extended for a successive one year period, at such time the City of Monroe, Ohio may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit."
 - iii) The Letter of Credit must also contain the following language: "The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".
 - iv) Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the City Engineer to the issuing financial institution that the developer is in default of the installation and/or maintenance of improvements within the subject development.
 - v) The Letter of Credit must state that it is being issued in connection with the installation of improvements in a particular development being developed by a certain developer. This reference must be specific and identify the

development and section or phase thereof as may be applicable. Additional reference must be made that the letter of credit is being issued in connection with the security agreement between the City and the developer.

- b) Original Escrow Letter issued by a financial institution.
 - i) The following text shall be included: "The Security Agreement referenced by this Original Escrow Letter and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".
- c) Surety Bond issued by a surety company authorized to do business in the State of Ohio. An authorized representative must sign the security agreement which will serve as the bond. A power of attorney from the surety company authorizing the signature on behalf of the surety company must accompany the security agreement.
- d) Surety Obligation of National Bank. A national bank may bind itself as surety to indemnify the City should the Developer default in the installation of the development improvements if it has a segregated deposit sufficient to cover the bank's total potential liability. Therefore, an authorized representative of the national bank must sign the security agreement, which signature shall also constitute a certification that the national bank has a segregated deposit sufficient in amount to cover the bank's total potential liability.
- e) Irrespective of the type of security selected by the Developer, all security agreements must be signed by the Surety.
- f) The term "Surety" as used herein includes an FDIC insured bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by the security agreement. In the event that Surety fails to make funds available to the City of Monroe, Ohio in accordance with the security agreement within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.
- g) Other than filing in the blanks, no other alterations to the Security Agreements or escrow letter may be made. The security agreements or the escrow letter shall not be retyped and only the forms provided or photocopies thereof are acceptable. Security agreements and escrow letters which have been altered or retyped will not be accepted. The Development name on a Security Agreement must exactly match the name of the Development on the record Development plat with no exceptions. For example, if the name of the Development is Spicewood, the name on the agreement must be spell[ed] the same. The City will not accept the spelling of Spice Wood as it is not the same as Spicewood. In addition, if the Development is Section One, referring to as Section 1 is not the same.
- h) Upon completion of the Security Agreements by the Developer and the Surety, they must be returned to the Office of the City Engineer.
- i) All Security Agreements must be submitted to the City Engineer with the construction drawings. In no circumstances will Security Agreements be approved

by the City Engineer until the construction drawings have been approved by that City Engineer.

- j) Following performance of improvements in a Development, the Developer may request a reduction in the bond. Such requests may be made in writing to the Office of the City Engineer and shall be granted in the sole discretion of the City of Monroe, Ohio.
- k) Upon release of the performance bond and acceptance of the maintenance bond as determined by the City Engineer, the City shall provide for the removal of snow and ice provided all roadway improvements are complete.

(J) RECORDING.

- (1) After all required approvals are secured, the final plat shall be returned to the applicant for final recording with the applicable county recorder. The development agreement shall be referenced on each recorded Final Plat.
- (2) No development agreement or plat of any subdivision shall be recorded, or have any validity, until it has been approved and processed in the manner prescribed in this Chapter.
- (3) In the event that an unapproved development agreement or plat is recorded, it shall be considered invalid.
- (4) Approval of a development agreement and the final plat by City Council will become void if the recording is not made within six months of the approval by City Council.
- (5) All costs for recording of a development agreement and the plat shall be borne by the owner and/or developer.

(K) REQUIREMENTS FOR THE START OF CONSTRUCTION OF PUBLIC IMPROVEMENTS. The applicant must comply with the following requirements in order to begin construction on the public improvements pursuant to the approved improvement plan.

- (1) The following items must have been approved prior to the commencement of construction:
 - a) The construction drawings for the subdivision;
 - b) The estimated construction schedule, showing the starting and completion dates for each phase of the construction work, and a estimated date for the completion of the entire subdivision; and
 - c) Any bonds required for the project must be filed with the City Engineer.
- (2) The contractor must have all necessary permits required for the project prior to the start of construction.
- (3) A preconstruction meeting will be held, at which time the owner, the developer and/or his or her representative, the design engineer, the contractor, the City Engineer, the Code Enforcement Officer, any other interested city officials and other agencies, as required, will attend prior to the commencement of any project. At this time, the project will be discussed in regard to the procedure, construction methods, plans, materials, inspections, storm water management, erosion control, etc.

(L) AMENDMENTS.

- (1) Modifications to an approved preliminary plat are permitted pursuant to Section 1203.09: Administrative Waivers.
- (2) No changes, erasures, modifications or revisions shall be made to any construction drawings of a subdivision after approval has been given by the City Engineer and an endorsement is made in writing thereon, unless the improvement plan is first resubmitted and the changes approved by the City Engineer and/or the agencies having jurisdiction over wastewater or water (where applicable).
- (3) No changes, erasures, modifications or revisions shall be made to any final plat of a subdivision after recording, except as allowed under Section 1203.04(C): Replats or Section 1203.05(F)(4).
- (4) If it becomes necessary to modify the improvements as approved due to unforeseen circumstances, the subdivider shall inform the Code Enforcement Officer who shall consult with the City Engineer and the agencies having jurisdiction over sanitary sewers or water (where applicable), in writing, of the conditions requiring the modifications. Written authorization from the appropriate review agency to make the required modification must be received before proceeding with the construction of the improvement.

(M) PLAN CHECKING AND FIELD INSPECTION FEES. The applicant shall pay or reimburse the City of Monroe and/or the agencies having jurisdiction over sanitary sewer or water (where applicable), the total cost of plan review and field inspection of the improvements.

- (1) The review and inspection fee shall be determined by the City and the agencies having jurisdiction over sanitary sewer or water (where applicable) and will be equal to the fee established in the City's fee schedule.
- (2) The applicant is held responsible for all city plan review and inspection fees which will be payable upon invoice.
- (3) Failure to pay fees shall result in the City not issuing permits until all fees are paid in full.
- (4) The performance bond posted by the applicant guarantees the payment of all inspection fees and no bonds will be released until all inspection fees have been paid in full.

(N) FINAL DRAWINGS. Within 30 days of the completion of the construction, and before acceptance, the subdivider's engineer shall update the original plans or plats as directed by the City Engineer and the agencies having jurisdiction over sanitary sewer or water (where applicable), showing the locations, sizes and elevations of all improvements as constructed. A legible mylar reproduction, a digital copy in Portable Document Format (PDF), and a digital copy that is compatible with the City's GIS/CAD systems shall be furnished to the City and agencies having jurisdiction over sanitary sewer or water (where applicable). The original plans or plats shall remain with the Development Department.

(O) APPEALS.

- (1) Whenever the Planning Commission has rendered a decision on a preliminary plat which is adverse to the request of the applicant, the aggrieved applicant may make an appeal to City Council.
 - a) The appeal shall be submitted to City Council within 30 days following the Planning Commission decision, and a copy of said appeal shall be filed with the Planning Commission and Development Department.
 - b) The appeal shall state, in full, the reasons it is being filed and the facts surrounding the same. Any facts and/or information not previously available to the Planning Commission, the inclusion of which at the time of the appeal would substantially alter the facts and information submitted to the Planning Commission prior to its original decision concerning the matter, shall be cause for resubmission of such matter to the Planning Commission, together with new facts and information, for its reconsideration.
 - c) City Council shall, upon receipt of an appeal, request a statement from the Planning Commission setting out the reasons for the decision being appealed, so as to properly advise City Council as to the considerations and regulations upon which the original decision was based.
 - d) The Clerk of Council shall notify the Planning Commission, applicant, owner of the subject property, and contiguous property owners of the time and place of City Council's public meeting to consider such appeal. All parties shall be heard and final judgment rendered by a two-thirds vote of City Council. Such decision shall be in writing, with the original being sent to the appellant and a copy to the Planning Commission.
- (2) Whenever an applicant presenting a final plat for a major subdivision to the City Council has been rendered a decision from the City Council which is adverse to the request of the applicant, the aggrieved applicant may appeal the decision to the applicable court of common pleas within the number of days specified by law after the original decision from City Council.

(P) VARIANCE OF SUBDIVISION DESIGN AND IMPROVEMENT STANDARDS.

- (1) The Planning Commission may consider and grant variances from the standards identified in Chapter 1208: Subdivision Design Standards, where unusual or exceptional factors or conditions require such modification, provided that the Planning Commission shall:
 - a) Determine that the size, shape, location or surroundings of the property are unusual and that unusual topographical or physical conditions or other conditions inherent in the land exist;
 - b) Determine that a strict compliance with the provision would create an extraordinary and unnecessary hardship in the face of the exceptional conditions;
 - c) Permit any variance of a provision only to the extent necessary to equitably remove the hardship so that substantial justice is done;

- d) Determine that any modification granted will not be detrimental to the public interest nor in conflict with the spirit, intent, and purpose of Chapter 1208: Subdivision Design Standards;
 - e) Require such other conditions to be met by the proposed plat as the Planning Commission may find necessary to accomplish the purposes of this code, when modified; and
 - f) Determine that a strict compliance with the provision would deprive the property of privileges enjoyed by similar properties in the vicinity.
- (2) In making its determinations, the Planning Commission may also consider:
- a) Whether the property will yield a reasonable return or whether there can be any beneficial use of the property without the variance;
 - b) Whether the essential character of the neighborhood will be altered or whether adjoining properties would be adversely affected as a result of the variance;
 - c) Whether the variance would adversely affect the delivery of governmental services; and
 - d) The recommendation of the City Engineer and Code Enforcement Officer.
- (3) Cul-de-sacs shall be discouraged if future roadway connections can be made. Planning Commission shall have the right to deny cul-de-sacs based on development design and service-related functions. Where a subdivision includes a cul-de-sac that requires a variance because the cul-de-sac is in excess of the maximum permitted length, the Planning Commission may also consider the number and size of lots served by the cul-de-sac, and the availability of central water service, to determine if the variance will permit appropriate development of the land without unduly affecting the public safety. The Planning Commission may also consider the opinions of local city officials.
- (4) The City Council may support variances affecting required improvements upon approval by the Planning Commission. Such recommendations shall be based on the findings listed in this section.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2023-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO GRANT A TEMPORARY CONSTRUCTION EASEMENT TO THORNTONS LLC FOR THE RELOCATION OF THE CITY'S WATER AND SEWER LINE.

WHEREAS, the City of Monroe and Thorntons LLC entered into a Development Agreement related to the construction of Thorntons; and

WHEREAS, said Development Agreement provided for the relocation of a water and sewer line owned by the City.

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

SECTION 1: The City Manager is hereby authorized to grant a temporary construction easement to Thorntons LLC for the relocation of a water and sewer line owned by the City. The description of said easement is set forth on Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

**RECORDING REQUESTED AND
AFTER RECORDING RETURN TO:**

Thorntons LLC
Attention: Legal Department
2600 James Thornton Way
Louisville, Kentucky 40245

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that on this ____ day of December, 2022 (the “Effective Date”), the undersigned City of Monroe, an Ohio municipal corporation, whose mailing address is 233 S Main Street, P. O. Box 330, Monroe, Ohio 45050-0330 (hereinafter referred to as “Grantor”), in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, have this day bargained and sold, and by these presents does hereby **CONVEY AND WARRANT** unto THORNTONS LLC, a Delaware limited liability company, 2600 James Thornton Way, Louisville, Kentucky 40245 (hereinafter “Grantee”), its duly authorized agents, contractors and assigns, a temporary construction easement in, over, under, across, within and through a portion of that certain real property commonly known as 51 Union Road, Monroe, OH 45050, which property is legally described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Grantor Property”). The temporary construction easement area is visually depicted on Exhibit “B” attached hereto.

TO HAVE AND HOLD said temporary construction easement, together with all appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, unto the said Grantee.

Grantee is the tenant under that certain Ground Lease Agreement dated July 11, 2022 for that certain real property adjacent to the Grantor's Property located at the southeast corner of the intersection between Ohio Route 63 and Gateway Boulevard, Monroe, Ohio (the "Grantee Premises"). The sole purpose of the foregoing temporary construction easement granted in favor of Grantee is to construct a replacement of that certain existing water line running from the Grantor Property through and across the Grantee Premises for the purpose of relocating the same to the area shown on the Exhibit "B" attached hereto, a portion of which replacement waterline is to be located on the Grantor Property, such work to consist of (i) trenching that portion of Grantor's Property through the replacement waterline will be installed, (ii) installing the waterline facility within the trenched area, and (iv) shall restore those portions of the Grantor Property located within the temporary construction easement area to the condition in which such areas existed on the day prior to the commencement of construction activities by Grantee, including without limitation backfilling of the trenched area and reinstallation of grass seed and/or sod over the backfilled trench area (collectively, the "Waterline Relocation Work"). . Grantee hereby acknowledges and agrees that the foregoing easement and Grantee's rights to exercise the same shall in all cases be subject to the following requirements and restrictions: (i) Grantee shall deliver written notice to Grantor of Grantee's intent to commence construction activities upon the Grantor Property, such notice to be delivered to Grantor at the address provided herein not less than five (5) days prior to the date Grantee intends to commence the Waterline Relocation Work and (ii) subject to delays caused by events out of its control, Grantee shall endeavor to complete its construction activities on the Grantor Property within a period of six (6) months following the commencement of such activities (the "Construction Period") subject to delays caused by force majeure.

As a condition precedent to any entry upon the Grantor Property for purposes of exercising

the foregoing easement rights, Grantee shall first provide Grantor with a certificate evidencing that Grantee is maintaining commercial general liability coverage on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00) for bodily injury, including death resulting therefrom, personal injury, property damage, advertising injury and contractual liability coverage recognizing the grant of this easement and that such insurance is in full force and effect and naming Grantor as an additional insured thereunder.

The foregoing described temporary construction easement shall expire on the earlier to occur of (i) the completion of the Waterline Relocation Work by Grantee on the Grantor Property in accordance with the provisions of this Agreement or (ii) twenty four (24) months following the Effective Date hereof.

Notice is hereby given that Grantor shall not be liable for any labor or materials furnished or to be furnished to Grantee in connection with the construction activities to be conducted by Grantee upon the Grantor Property pursuant to this easement agreement, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the remainder or other estate or interest of Grantor in and to the Grantor Property or the Premises. Grantee covenants and agrees that in the event any mechanic's or materialmen's lien shall be filed against the Grantor Property or the Premises based upon any act or interest of Grantee or of anyone claiming through Grantee as a result of Grantee's construction activities upon the Grantor Property pursuant to this easement agreement, Grantee shall forthwith take such action to have any such liens released by bonding, deposit or payment as will remove or satisfy said mechanic's lien within thirty (30) days after Grantee has received notice of such lien or liens.

Any and all notices required under this easement agreement shall be deemed to be properly served if delivered in writing personally, or sent by certified U.S. mail with return receipt

requested, or by nationally recognized overnight delivery service, pre-paid, for overnight delivery with receipt requested to the address for such party set forth below, or to any subsequent address which Grantor and Grantee may designate in writing for such purpose. Any notice required under this Contract shall be deemed to have been delivered and received on the date of actual receipt, or if receipt is refused, then (i) one (1) business day following deposit with such nationally recognized overnight courier, (ii) five (5) business days after deposit in the U.S. mails by certified mail, return receipt requested, and/or (iii) on the date of delivery or refusal if by hand delivery.

If to Grantor:	City of Monroe Attention: Bill Brock, City Manager/City Engineer 233 S Main Street P. O. Box 330 Monroe, Ohio 45050-0330
With a Copy To:	Phillip Callahan Law Attention: Phil Callahan, Law Director 202 E. Central Ave. Miamisburg, OH 45342
If to Grantee:	Thorntons LLC, 2600 James Thornton Way Louisville, Kentucky 40245 Attention: Chief Development Officer – Legal Notice Enclosed
With a Copy To:	Thorntons LLC, 2600 James Thornton Way Louisville, Kentucky 40245 Attention: Chief Legal Officer – Legal Notice Enclosed

Upon mutual agreement of Grantor and Grantee, the parties expressly reserve the right to modify or terminate the provisions of this easement agreement in their sole discretion; provided, however, this easement agreement may only be so modified, amended, changed, supplemented, or terminated by a written document entered into and executed by Grantor and Grantee including

their respective successors and assigns, and recorded in the official records of the Recorder's Office for Warren County, Ohio.

Failure or refusal to exercise any rights in this easement shall not be a waiver of any kind and no waiver is valid unless executed in writing by the parties and properly recorded.

The Grantor hereby represents and warrants to Grantee to be the true and lawful owner of the Grantor Property and is lawfully seized of the same in fee simple and having good right and full power to grant this temporary construction easement, and will not convey or transfer fee simple ownership of the described real property prior to this instrument being recorded.

This agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

This agreement shall be interpreted and construed in accordance with the laws of the State of Ohio and any dispute with respect to it and the rights and duties thereby created shall be litigated in the U.S. District Court for the Southern District of Ohio or a state court of competent jurisdiction in Ohio.

In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

Each provision of this agreement and the application thereof are hereby declared to be

independent of and severable from the remainder of this agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this agreement. In the event the validity or enforceability of any provision of this agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

Each party shall execute and deliver such further documents and instruments and take such further action as may be reasonably requested by another party and as is consistent with the provisions of this agreement in order to accomplish the purpose and intent of this agreement.

Nothing contained in this agreement shall be deemed to create any implied easements not otherwise expressly provided for herein.

Except as may otherwise be expressly referred to herein, the parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto, their successors, assigns, tenants and subtenants. This agreement is not intended, and shall not be construed, to dedicate all or any portion of the Grantor Property to any governmental authority or grant any rights to the public in general.

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

Time shall be of the essence of this agreement and each and every term and condition hereof.

All terms, conditions and covenants contained herein shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Wherever used in this instrument, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK].

_____, 20____

GRANTEE:

THORNTONS LLC
a Delaware limited liability company

BY: Rodney Loyd, Chief Development Officer

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Rodney Loyd, as the Chief Development Officer of **THORNTONS LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

GIVEN under my hand and Notarial Seal this day of December, 2022.

My Commission Expires:

_____, 20____

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Sidwell No. 11-05-200-027

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of- way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right- of-way line the following six courses:

- 1.) N 26° 17' 00" E a distance of 1268 .85 feet;
- 2.) N 34° 12' 40" E a distance of 252 .50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 2 14 .84 feet;
- 5.) N 63°56 '03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16"E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298 ;

thence along said southerly line, S84 °23'49"E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23 ;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 72.06 feet to a 5/8" iron pin set at the True Point of Beginning;

thence continuing along said easterly line, being the west line of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233 , S 06° 51' 02" W a distance of 355 .29 feet to a 5/8" iron pin found at the southwest corner of said tract;

thence along a new division line in said original 778.5945 acre tract, S 06° 51' 02" W a distance of 100.05 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 84° 57' 01" W a distance of 11.67 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 00° 51' 01" W a distance of 425.10 feet to a 5/8" iron pin set;

thence along a new division line in said tract, N 70° 11' 59" E a distance of 76.78 feet to the Point of Beginning, containing 0.415 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, and the direction David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 104, Page 74 of the Warren County Engineers Record of Land Surveys.

Less and except 0.66 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 0.349 acres.

Sidwell No. 11-05-200-027

Two and eighty-three one-thousandths acres in the northeast quarter (NE¹/₄) of section five (Sec. 5), Town Three (T 3), Range Three (R3), Turtlecreek Township, Warren County, Ohio and is more nearly described as follows:

Beginning at a point in the center line of State Route 63 as now constructed, same point being N 89° 0' W one-thousand one-hundred forty-two and eighty-nine one-hundredths (1142.89) feet, and S 1° 0' W seventy-four and sixty-two one-hundredths (74.62) feet of the northeast corner (NE Cor.) of said section five (Sec. 5), T 3, R 3, Turtlecreek Township, Warren County, Ohio; thence from this point of beginning S 67° 0' W eight and sixty-seven one-hundredths (8.67) feet along the centerline of State Route 63, thence S 1° 0' W four-hundred seven and fourteen one-hundredths (407.14) feet, thence S 89° 4' E four-hundred fifteen and thirty eight one-hundredths (415.38) feet, to a point one-hundred twenty-five and five one-hundredths (125.05) feet short of the centerline of the Pennsylvania (C & L N) RR Rw and this line produced, thence N 38° 30' W one-hundred forty-two and seventy-five one-hundredths (142.75) feet, thence N 45° 33' W four-hundred thirty-six and eighteen one-hundredths (436.18) feet to the point of beginning and containing two and eighty-three one-thousandths acres more or less.

Less and except 0.242 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 1.841 acres.

Sidwell No. 11-05-200-007

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right-of-way line the following six courses:

- 1.) N 26° 17' 00" E a distance of 1268.85 feet;
- 2.) N 34° 12' 40" E a distance of 252.50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 214.84 feet;
- 5.) N 63° 56' 03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16"E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298

thence along said southerly line, S84 °23'49"E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23 ;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 427.35 feet to a 5/8" iron pin found at the True Point of Beginning, being the southwest corner of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233 ;
thence along the south line of said 2.083 acre tract, S 84° 57' 01" E a distance of 415.40 feet to a 5/8" iron pin found in the centerline of Union Road;

thence along the centerline of Union Road, S 29° 05' 07" E a distance of 120.81 feet to a railroad spike set;

thence along a new division line in said original 778.5945 acre tract, N 84° 57' 01" W a distance of 486.34 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 06° 51' 02" E a distance of 100.05 feet to the Point of Beginning, containing 1.035 acres more or less and being subject to easements, restrictions and rights-of-way of record.

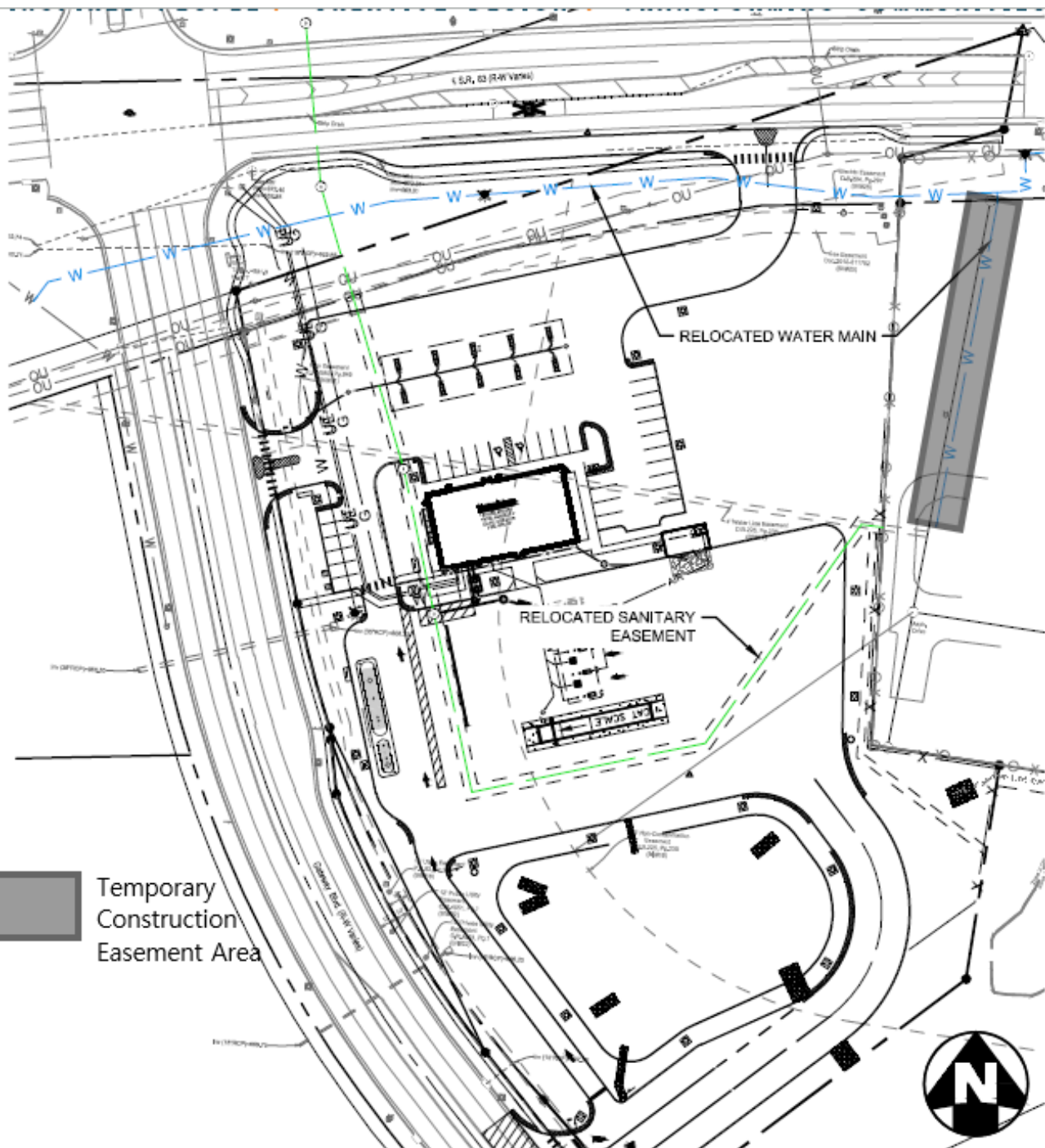
Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor N o. 7101 and is recorded in Volume 104 , Page 74 of the Warren County Engineers Record of Land Surveys.

EXHIBIT B

**GENERAL DEPICTION OF THE
TEMPORARY CONSTRUCTION EASEMENT AREA**



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com

1100 Envoy Circle
Louisville, KY 40289
502.365.0960

THORNTONS
GATEWAY BLVD. & S.R. 63
CITY OF MONROE
WARREN COUNTY, OHIO 45036

PROJECT NO: **200474.000**

DATE: **06/01/2022**

SCALE:



SHEET NO.

E1

ORDINANCE NO. 2022-03

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTIONS 286.08 AND 286.09 OF THE CODIFIED ORDINANCES TO UPDATE THE FEES SET FORTH THEREIN.

WHEREAS, an evaluation of the building and zoning fees of surrounding jurisdictions indicated Monroe was deficient in charging appropriate fees reflective of market conditions for these services.

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

SECTION 1: Section 286.08 of the Codified Ordinances is hereby amended and supplemented to read as follows:

“286.08. Planning and Zoning Code.

Fees for applications and requests under the provisions of this Planning and Zoning Code shall be as follows:

Subdivisions: (Residential and Commercial)

A. Minor Subdivision (5 lots and under)

Site Plan Review	\$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant.
Amendments to Final Plan (prior to recording of original submission)	50% of original fee and 100% of professional services** shall be payable by applicant

B. Major Subdivision (6 lots and above)

Preliminary Site Plan Review	\$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant.
Construction Drawings Review	1.5% of Engineers Estimate
Bonds (Performance/Maintenance)	Based on Engineers Estimate

Final Site Plan Review	\$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant
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Amendments to Preliminary or Final (prior to recording of original submission)	50% of original fee and 100% of professional services** shall be payable by applicant
--	---

**Professional services may include but are not limited to engineering reviews, inspections, GPS surveying and mapping of improvements, and legal services. Prior to granting final approval, issuing a building permit, and/or granting conditional or final acceptance, all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

(1) Administrative appeal to the board of zoning appeals \$100.00

(2) Variance:

Residential/Agricultural \$300.00

Commercial/Industrial/Business park \$500.00

(3) Conditional use \$300.00 (residential and commercial)

(4) Lot consolidation or lot split \$50.00

(5) Zoning review for multi-family dwelling (new construction), per unit \$80.00

(6) Planned Unit Development

Minor Subdivision \$250.00 (Residential and Commercial)

Major Subdivision \$500.00 (Residential and Commercial)

(7) Zoning review for single-family dwelling or addition (new construction) \$100.00

(8) Temporary sign \$30.00

(9) Permanent sign \$75.00

(10) Sign face change \$25.00

(11) Zoning Map and Text Amendment \$500.00 (residential and commercial)

(12) Home occupation (except non-profit organizations, which shall be exempt from a permit fee) \$75.00

(13) Planned Unit Development amendments:

Minor amendment \$250.00

Major amendment \$500.00

(14) Preliminary plat, final plat or plat amendments \$100.00

(15) Accessory use or structure zoning review \$30.00

(16) Site plans:

Application fee \$100.00

Review and inspection fees (based upon estimated real property improvement value, not including land):

\$0 to \$250,000.00 \$200.00

\$250,001.00 to \$500,000.00 \$300.00

\$500,001.00 to \$1,000,000.00 \$500.00

\$1,000,001.00 to \$10,000,000.00 \$600.00

\$10,000,001.00 to \$20,000,000.00 \$800.00

\$20,000,000.00 to \$50,000,000.00 \$1,000.00

\$50,000,001.00 and over

plus \$0.01 per square foot of structure \$2,000.00

(17) Administrative waiver \$50.00

(18) Zoning review for new business/use \$100.00

(19) Street tree planting waiver fee per tree \$600.00

(20) Fence permit \$30.00 (residential and commercial)

(21) Alternative equivalent compliance \$25.00

(22) Public hearing notification Total Actual cost of publication and mailing

(23) Temporary Use \$30.00

(24) Addition/Extension \$100 (residential and commercial)

(25) Demolition

Residential \$50.00

Commercial \$100

(26) Certificate of Zoning Compliance

Residential \$100.00 plus \$0.01 per sq. ft.

Commercial/Industrial \$200.00 plus \$0.01 per sq. ft.

(27) Zoning Verification \$50.00”

SECTION 2: Section 286.09 of the Codified Ordinances is hereby amended and supplemented to read as follows:

“286.09. Building permit fees.

- (a) One-, Two- and Three-Family Residential Building permit applications shall be accompanied by a fee of \$260.00.

- (b) Residential building permit applications (other than (a) above) shall be accompanied by a fee of \$100.00.
- (c) Commercial building permit applications shall be accompanied by a fee of \$500.00.
- (d) The commercial building plan and inspection fee scheduled shall be based upon the following schedule:

Commercial and industrial buildings (OBC)		
Minimum building fee		\$500.00
Use groups A-Assembly, B-Business, E-Education, I-Institutional, M-Mercantile and R-Residential (excluding 1, 2 and 3 family structures) per the Ohio Building Code		
Structural fees:		
New construction/addition	multiply the sq. ft. times	\$0.45
Or, partial permits:		
Footing/foundation	multiply the sq. ft. times	\$0.15
Shell	multiply the sq. ft. times	\$0.15
Interior finish	multiply the sq. ft. times	\$0.20
Use groups F-Factory, H-High Hazard, S-Storage and U-Utility/Miscellaneous Per Ohio Building Code		
Structural Fees:		
New construction/addition	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.25
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.17
Or partial permits:		
Footing/foundation	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Shell	multiply the sq. ft. times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Interior finish	multiply the sq. ft. of finished area times	\$0.07
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.07
Warehouses without changes after shell approval		\$500.00 + plan review fee
Electrical fees: minimum base fee		\$225.00 plus \$6.00 per 100 sq. ft. of total floor area
Mechanical fees: Use groups A.B.E.I.M.R. minimum base fee		\$225.00 plus \$4.50 per 100 sq. ft. of total floor area
For Use Groups F, H, S, U,		\$225.00 plus \$200.00 per

		unit (no duct work)
If adding duct work to existing shell approval		\$225.00 plus \$2.50 per sq. ft. of duct work
Fire suppression fees: minimum base fee		\$225.00 plus \$6.00 per 100 sq. ft. of total floor area
Fire alarm fee: minimum base fee		\$225.00 plus \$4.50 per device
Minor alteration: per each type of permit		\$80.00 (Bldg, Elec, HVAC, Gas, Fire Protection)
Permanent signs: under 30 sq. ft.	structural	\$80.00
	electrical	\$80.00
Over 30 sq. ft.	structural	\$170.00
	electrical	\$170.00
Demolition permit: per building		\$100.00
Unspecified permit fee—For any permit type, not specifically listed in this fee schedule, the fee shall be calculated to the most similar permit type at the discretion of the Building Official.		
Special inspection		\$100.00
Re-inspection fee		\$100.00
Permit renewal fee		\$100.00
Certificate of occupancy		\$250.00
Temporary certificate of occupancy		\$500.00
Occupying without certificate of occupancy		\$500.00
Commercial plan review fees: per hour		\$80.00
Commercial revision fee (base fee plus plan review fees)		\$150.00
Starting work without permits		\$200.00 or double the fees, whichever is greater.
Board assessment		
Pursuant to Ohio R.C. 3781.102(F)(1) an assessment equal to three (3) percent of those fees imposed for plans and specifications and inspection approvals in connection with non-residential buildings shall be collected and remitted to the Ohio Board of Building Standards.		

- (e) The residential building plan and inspection fees shall be based upon the following schedule:

Residential One, Two and Three Family Buildings (RCO):	
Building fees:	
Base fee—New homes, additions and alterations	\$100.00 plus \$0.35 per sq. ft.
Electric fees:	
Base fee:	\$100.00 plus \$0.05 per sq. ft.
Construction temporary	\$100.00
Service entrance only	\$45.00
Service and additional wiring	\$85.00
Out building	\$50.00
Out building with service	\$100.00
Special inspection	\$75.00
Heating and cooling	\$45.00
Heating/cooling with circuit wiring (HVAC)	\$55.00
Re-inspection	\$50.00
Swimming pool	\$90.00
Electric Vehicle Chargers	\$90.00
Generator	\$100.00
Solar Array (Bldg. and Electric)	\$90.00 plus \$5.50 per panel
Solar Array with Battery Storage	\$120.00 plus \$5.50 per panel
Mechanical (HVAC) Fees:	
Base fee: new, addition, remodel	\$80.00 plus \$0.05 per sq. ft.
Each additional unit	\$40.00
Duct extension only	\$50.00
Replacement heating and A/C (combined)	\$100.00
Replacement heating or A/C	\$70.00
Gas piping inspection	\$60.00
Accessory structure fees:	
120 sq. ft. or less	No permit required
121 sq. ft. or greater	\$100 + \$0.25 per sq. ft.
Decks	\$80.00 + \$0.25 per sq. ft.

Swimming pools	\$100.00
Demolition permit:	
Per building	\$75.00
Administrative fees:	
Permit renewal fee	\$100.00
Re-inspection fee (3 rd and subsequent)	\$90.00
Special inspection	\$75.00
Residential revision fee	\$150.00
Minor revision	\$80.00
Certificate of occupancy	\$100.00
Copy set of residential plans/re-stamp plans	Actual Cost
Occupying without certificate of occupancy	\$500.00
Missed inspection	\$150.00
Temporary certificate of occupancy (30 days)	\$125.00
Starting work without permits	\$100.00 or double the fees, whichever is greater.
Non-permit inspection request	\$80.00
Temporary Tent 400-699 sq. ft with sides	\$80.00 plus 0.15 per sq. ft.
Temporary Tent 700 sq. ft or more with or without sides	\$80.00 plus 0.12 per sq. ft.
Fence over six feet tall	\$75.00
Change of building plans (after approval)	\$75.00 plus 65.00 per hour (1/4-hour increments) plus additional sq footage if applicable
Board assessment	
Pursuant to Ohio R.C. 3781.102(F)(2) an assessment equal to one (1) percent of those fees imposed for plans and specifications and inspection approvals in connection with residential buildings shall be collected and remitted to the Ohio Board of Building Standards.	

(f) Special building permit fees.

- (1) A fee of \$754.58 per single-family residence will be charged at the time a new building permit is issued. This is to be a one-time fee charged only on the initial permit for the dwelling.
- (2) A fee of \$754.58 per individual family unit will be charged on all building permits for new multi-family construction.
- (3) A fee of \$754.58 will be charged on each commercial and industrial building permit at the time of issuance. This fee will be charged only once for each structure.

Effective January 1, 2009, and every January 1 thereafter, the fees required in division (a) of this section shall be increased by the annual CPI-U inflationary index as published by The United States Bureau of Labor Statistics.”

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

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____