



**Monroe Council Agenda
Regular Meeting of Council
April 25, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of April 11, 2023

Visitors

Nancy Nix, Butler County Auditor - Introduction

Committee Reports

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

Old Business

Ordinance No. 2023-09. An Ordinance amending Sections 236.02 and 236.025 of Chapter 236 of the Codified Ordinances to change the title of Assistant Finance Director to the existing title of Finance Administrator. (Second Reading)

New Business

Ordinance No. 2023-10. An Ordinance amending and supplementing Ordinance No 2023-07, 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.

Strategic Priority: Good Governance

Background: Due to the state of the hiring pool, the Fire Department has hired individuals that do not have their certification as EMT-Paramedics. As part of their hiring package, the City will pay for the tuition of school in return for guaranteed years of service post certification. \$24,000 was budgeted for this expense in 2023, however, due to the amount of new hires without paramedic certifications, additional funds are necessary. Three new individuals who were recently hired have either just started school or will be within the next month. A supplemental appropriation is necessary to cover the cost of this schooling.



Public Works & Fire Departments originally requested \$100,000 for the replacement of the driveway from the street to the bay doors at Fire Station 61, however, this request was not funded as further information and discussion was necessary. After further review, it was determined that engineering is needed to correct some original design issues with the driveway, including installing new trench drains and modifying a catch basin. The contract with Jones-Warner Inc. for these services totals \$16,000. A contract for the concrete itself would come before Council after the engineering services are completed.

Ordinance No. 2023-11. An Ordinance directing the Clerk of Council to cause each ordinance and resolution adopted to be published on the City website and at the City Building for a period of no less than 15 days.

Strategic Priority: Good Governance

Background: This legislation establishes the location where adopted legislation shall be posted for a period of 15 days.

Resolution No. 31-2023. A Resolution adopting an Economic Development Strategic Plan as recommended by the Monroe Area Community Improvement Corporation.

Strategic Priority: Strategic Growth and Development

Background: This plan has been the focus of the MACIC's efforts for the past year. The plan provides a framework to evaluate how the City's economic development resources are allocated and what the City's growth priorities are. As the City continues to provide programs and amenities for resources, thoughtful economic development is a key part of maintaining the revenue streams that support that growth.

As mentioned during the presentation to City Council at the April 11th meeting, this is a 3 year strategic plan. Once adopted, the MACIC will develop Action Items under each of the Development Objectives. These Action Items will serve as the framework for future reports back to City Council.

Resolution No. 32-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for professional engineering services for the replacement of concrete approaches at the Fire Station located at 3 South Main Street.

Strategic Priority: Well Managed Services and Infrastructure

Background: We feel the engineering is needed so we can correct some original design issues with the driveway. Trench drains will be installed in front of each of the three bay doors to prevent water from reaching the building. An existing catch basin will be modified to allow for better drainage across the driveway slope. A concrete pour schedule will be developed so that each bidder will understand the time necessary to complete this project. We can only pour one lane at a time so the fire personnel can still get equipment out when needed and each section will need to sit for 7 days to properly, cure.



Consideration of Motion to authorize the expenditure of \$39,330.00 to webCemeteries for software for the Department of Public Works.

Strategic Priority: Well Managed Services and Infrastructure

Background: The Public Works Division of Cemeteries is asking for up-graded software. Our current software is twelve years old and is only supported minimally by its developer. The current software also does not meet the ever demanding needs of the cemeteries as we continue to see an upward trend in burials since the pandemic began in 2020. The current software is not even part of the City's secure server. The current software is hosted on an old desktop computer located within the Public Works Administrative offices. There is a high risk that we could lose all of the current data of this computer. The new software will be hosted in the cloud on an Amazon cloud server that is very secure. Our Public Works staff, which included the Assistant Director Brian Perkins, Administrative Assistant Donna Campbell, Street, Parks and Cemeteries Superintendent Jason Holbrook, and Kelly Wright, GIS Analyst, along with IT staff, spent many hours researching and viewing different options for this software replacement. One of the great benefits of web-hosted software is that staff can view the software while in the Cemeteries via an app on their phone or tablet, making it much simpler as well as more accurate when showing customers available grave sites for purchase. There are many state laws and regulations that must be followed when owning and operating cemeteries. This up-graded software will allow us to create and maintain many of these documents in a safer, faster and more secure way.

Below are ten points provided by staff. These points are what made this software stand out to them and why they chose this product over the current software as well as the other software which was reviewed. I relied on this group to choose the best fit for our Department's needs. This is an area of expertise that is handled solely by the staff previously mentioned and it is important that they choose the option which best suits the needs of the Cemetery Division.

webCemeteries is a single-source solution with everything in-house vs outsourcing mapping services to a third party, which requires licenses per user.

webCemeteries contract solution resides in the software. Pontem requires you to buy a third-party software platform that has partial integration with their system. Cloud vs Desktop. With webCemeteries, you'll be hosted on the Amazon cloud with the highest level of security and multiple backup features. You can work from anywhere, anytime on their platform.

webCemeteries is responsible for the maintenance of the software and integrity of the data. It is not using hardware resources onsite at the City that are required to be maintained, supported, and upgraded/replaced. Pontem resides on a computer in Public Works and the backend is on a server at the City building.

webCemeteries offers an online help center with hundreds of training articles and videos. Their Account Managers are Cemeteryans and understand the business.

webCemeteries offers complete scanning and data entry services for scanning your historical records on-site at your office and entering them into your software. This is not outsourced.



webCemeteries' Dynamic Forms feature allows you to create any number of auto-generated printable documents and forms out of your account so that you do not need to manually create documents like deeds, internet forms, etc. (Pontem does not allow you to upload your own forms).

Working with webCemeteries integrated payment processing, you can automatically process credit cards and ACH transactions through the software, even emailing or texting secure payment links to customers along with electronic and printed receipts. (Pontem does not offer payment processing).

webCemeteries online burial search includes not only map locations for burials with walk-to-grave GPS navigation but also allows you to highlight points of interest, available property, and famous burials on tours of your cemetery to drive customer engagement. Visitors can also submit photos and stories of their loved ones to preserve their memories and publish their life stories. (Pontem only allows burial lookup, no tours or memorial pages).

webCemeteries is always kept up to date, with new features and enhancements published throughout the year. Software will always be current. (Pontem's software is still a desktop application with few updates being added).

webCemeteries has ease of use and the capability to scan several documents at a time. (Pontem only has the capability of scanning into the system one page at a time.)

It is time to replace this current software and Public Works will appreciate the council's support in the purchase of this new up-to-date software that will meet our growing needs for several years into the future. Budget was included within the Department for the replacement of this software in the 2023 appropriations..

Consideration of Motion authorizing the expenditure of \$31,840.00 to Oakley Blacktop, Inc. for paving of the rear parking lot of the Police Station.

Strategic Priority: Well Managed Services and Infrastructure

Background: Part of the rear parking lot at the Police Department was not paved during the rehabilitation of the property. Over the past 21/2 years of the facility being in service, this area has continued to fail to a point which requires action before complete failure of the asphalt sets-in. There are also some drainage issues that allow water to run by the catch basins and towards the building; this needs to be corrected as well. Through milling of the asphalt, the contractor will create more slope to the catch basins which already exist. This will help direct more of the water and snow melt to the catch basins and away from the building. This will help with icing issues experienced in the winter months. One of the attachments provided will show the outline of the area to be paved. It encompasses the area just outside the gate to the rear of the building. We will not be paving any of the area in the rear of the strip center.

Consideration of Motion appointing Jake Burton to the Energy Special Improvement District.

Strategic Priority: Strategic Growth and Development



Background: The I-75 ESID (Energy Special Improvement District) was created by the City of Monroe and Liberty Township in 2019 to encourage the “green” development and redevelopment of commercial and industrial sites in the area. By financing qualified energy-efficient projects through PACE bonds, a company can pay their bonds using a special assessment structure on their taxes. This assessment structure reduces the upfront cost of the investment by allowing companies to pay over the useful life of the project. Since the creation of the I-75 ESID, the City of Fairfield and West Chester Township have also joined the district, and another community close to Monroe is expected to join in the next few months as one of their companies invest in its building.

The ESID’s Board of Directors is determined by statute, and one of Monroe’s appointment positions is open. Under ORC 1710.04, Monroe has two appointees to the Board – one board member is appointed by Council and one board member is appointed by the City Manager. City Council originally appointed Mr. Routson as a member of the Board, and Mr. Brock appointed Ms. Patterson in her economic development capacity. While it’s typical for this ESID to have an economic development appointee, other communities joining the district have engaged their Finance Director to fill the Council appointment. This is in large part because processing the special assessments on the project will affect the finance department. By having a finance representative on the Board of Directors, the community is well-positioned to handle the project in its entirety.

As a reminder, ESID projects within the City cannot move forward without City Council approval, so elected officials will still have an opportunity to review the project for consistency with the City’s vision and strategic plans. The ESID’s Board of Directors does not meet to consider a project until the home community’s legislative authority has approved the project. While City Council would be responsible affirming that the proposed project meets the needs of the City and that the City is willing to special assess the project, the ESID is responsible for confirming that the project meets PACE bond requirements.

Staff is recommending that Jake Burton be appointed by City Council for the open ESID Board of Directors position. While the position does not have to be filled at this time, we believe there is at least one existing Monroe company strongly considering using the ESID to support a large energy-efficiency investment, and it seems appropriate for Monroe’s positions to be fully filled prior to Board consideration of the project.

Consideration of Motion to adopt the amended Rules of Council as presented.

Administrative Reports

- **Executive Session** - to consider the purchase of property for public purposes.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
April 11, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. with the Monroe Fire Department leading with the Pledge of Allegiance and the Presentation of Colors.

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Finance Committee Minutes of March 28, 2023; Council Minutes of March 28, 2023; and Public Works Committee Minutes of March 29, 2023; seconded by Mr. Frentzel. Voice vote. Motion carried.

Visitors

Law Director Callahan administered the Oath of Office to Steve Sarver, Rusty Rickard, and Scott Clasgens as Battalion Chief and Aaron Forrer and Paul Peters as Fire Lieutenant.

John Theibert, Senior Energy Consultant with Aspen Energy Corporation, spoke to Council about Community Choice Aggregation provided by Aspen Energy Corporation.

Committee Reports

None.

Old Business

Ordinance No. 2023-08. An Ordinance imposing a moratorium for a period of 180 days on the granting of any new permits allowing retail dispensaries for medical marijuana within the City of Monroe. (Second Reading)

The Clerk of Council read Ordinance No. 2023-08 by title only.

Dr. Clark asked if the State of Ohio making any moves toward issuing any new permits. Mr. Smith replied that as of May 16, 2022, they have issued 70 additional licenses.



Mayor Funk asked the Law Director if the legislation is not adopted as an emergency would 210 days be too close to put on the ballot as has been suggested.

Law Director Callahan advised he would have to look at the dates.

Mr. Wagner asked if any of the existing dispensaries renewed their license would the moratorium prevent their renewal. Law Director Callahan replied it would not as the legislation is only for new applications.

Mr. Graves moved to amend Ordinance No. 2023-08 to include emergency language; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Mrs. McElfresh moved to suspend the rule requiring the reading of Ordinance No. 2023-08 on two separate days and authorize its adoption on the second reading; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

Mrs. McElfresh moved to adopt Ordinance No. 2023-08; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 29-2023. A Resolution authorizing the City Manager to review, accept bids, and enter into an agreement with a natural gas supplier to provide natural gas to City-owned buildings.

Mr. Brock explained this would permit him to accept bids and enter into an agreement with a natural gas supplier outside of the normal bidding process. He will be working with Energy Alliance to seek these bids, which expire within 24 to 48 hours, and this is just for City-owned buildings.

The Clerk of Council read Resolution No. 29-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 29-2023; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Resolution No. 30-2023. A Resolution accepting the recommendation of the Warren County Tax Incentive Review Council of March 10, 2023.

Mr. Brock stated that tax abatements must be reviewed by the county Tax Incentive Review Council on an annual basis. He noted this is for the locations in Warren County and no changes have been recommended.

The Clerk of Council read Resolution No. 30-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 30-2023; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.



Ordinance No. 2023-09. An Ordinance amending Sections 236.02 and 236.025 of Chapter 236 of the Codified Ordinances to change the title of Assistant Finance Director to the existing title of Finance Administrator.

Mr. Brock reminded Council that the title of Assistant Finance Director was changed to Finance Administrator in the most recent wage ordinance. This Ordinance will change this title as well in the Administrative Code.

The Clerk of Council read Ordinance No. 2023-09 by title only.

Mayor Funk noted this Ordinance will be on Council's next agenda for a second reading.

Consideration of Motion to authorize the expenditure of \$18,055.00 to All Traffic Solutions for the purchase of a combination speed and messaging trailer for the police department.

Mayor Funk commented that the Public Safety Committee received the report on this purchase and it is included in the budget.

Mrs. McElfresh moved to authorize the expenditure of \$18,055.00 to All Traffic Solutions for the purchase of a combination speed and messaging trailer for the police department; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion to request a hearing on the issuance of a C1 and C2 Liquor Permit to Family Dollar Stores of Ohio LLC located at 6 North Main Street.

No action taken.

Administrative Reports

Mr. Brock advised that the Charter requires the publication of adopted legislation and, to make the adopted legislation more accessible to the public, Mrs. Wasson has recommended that Council direct the posting of adopted legislation on the website and at the City Building.

Council had no objection to posting on the website and the City Building. Legislation will be presented at the next meeting of Council reflecting this.

Mr. Brock referred Council to the Rules of Council and recommended changes by Mrs. Wasson and Mr. Frentzel.

There were no objections from Council on the recommendations and it was the consensus of Council to include the following:

- Majority vote to amend the Rules and not a unanimous vote;



- Committees of Council will approve their own minutes; provided, the subject committee holds a meeting more often than once per year and copies of the minutes are provided to Council for information; and
- Agenda items to be submitted no later than 12:00 noon on the Monday the week prior unless otherwise approved by the City Manager.

Mrs. Wasson will prepare an amended Rules of Council for the next meeting for Council's consideration.

Mr. Smith advised that September of 2018, the State of Ohio legalized medical marijuana. The Ohio Board of Pharmacy controls the medical marijuana program. An application would be submitted for a provisional dispensary license and then, establish a location by submitting an application and site plan to the local government. There are currently three that are vested in the City of Monroe. Thereafter, a Certificate of Operation would be issued by the Ohio Board of Pharmacy. The amount of issued licenses is not based on the population of a community, but on the need of each district. Mr. Smith informed Council that these businesses are taxed as any other business. Mr. Smith provided Council with a report of 14 nearby communities and whether or not they have permitted these businesses and/or limited the amount.

Law Director Callahan explained that Council could submit an advisory election on the ballot or citizens have the ability to submit an initiative petition to place a question on the ballot.

Dr. Clark did not believe there was a citizen-base motivated enough to submit an initiative petition and that is why she is in favor of an advisory ballot.

Mr. Graves expressed his concern that Monroe is located in two districts and the 14 communities surrounding Monroe have placed restrictions, which could draw more to Monroe and be too much for our community.

Mayor Funk agreed that you are never wrong when you ask the people; however, members of Council were put in place to hear presentations and make these decisions. He did not want the perception of not wanting to make these decisions. Limiting the number is an easy decision of Council.

Dr. Clark would like to hear from as many people as possible on such a big issue as this is. She would like to know if any of the communities have considered an advisory election.

Mr. Brock stated that staff could prepare examples of advisory language and language in the Planning and Zoning or Business License Code.

Mr. Wagner requested that reports be prepared where he could take time to review rather than just listen to a presentation.



In response to Dr. Clark's question, Mr. Smith advised that dispensaries could currently be located within a C-2 Zoning District, which are very desirable locations as they have frontage and a lot of visibility. Medical marijuana dispensaries are classified as a general retail establishment.

Mr. Smith reported that staff has prepared a request for proposal for a Downtown Master Plan as a guiding document for the downtown area. This will have a robust public participation plan and short-term, mid-range, and long-term goals. Mr. Smith is proposing a steering committee and public engagement for the development of this plan.

Mrs. Patterson reported that the last official Economic Development Strategic Plan was adopted in the early 2000's and is more of a transportation plan. An Economic Development Strategic Plan is everything from business attraction and retention to green development, industry focused development, and small business development. It identifies community goals, basic steps to achieve these goals, and how to allocate resources. For every \$1.00 in residential income tax, businesses create \$11.00. If you look at just commercial/industrial/public utility properties they generate nearly twice the real property tax revenue than residential and agricultural areas do.

Mrs. Patterson continued to report that Monroe has developed in waves. During the pandemic the logistics and manufacturing kept our budget strong. The Monroe Area Community Improvement Corporation (CIC) is the designated economic development agency for the City of Monroe and are responsible for carrying out the economic development plan. The CIC is recommending a vision to create a business ecosystem built on connections where community leaders innovate, business leaders engage, and people benefit. The CIC came up with the following development objectives: creating connections, establishing a sense of place, strengthening partnerships, building through residents, developing talent, site readiness, learning from others, growing steadily and thoughtfully, and turning towards opportunities. If Council is on board with this, the CIC will come up with three to five items under each objective. In conclusion, Mrs. Patterson proposes legislation for Council's consideration at the April 25th meeting and the CIC has been invited to attend the multifamily housing work session scheduled for May 2nd.

Mrs. McElfresh moved to adjourn into executive session to consider the purchase of property for public purposes and reviewing bargaining sessions with public employees concerning their compensation and other terms of their employment; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 8:29 p.m.

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

Council reconvened into regular session at 8:54 p.m.



Adjournment

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

Council adjourned at 8:54 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2023-10

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2023-07, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MORNOE, DURING FISCAL YEAR ENDING DECEMBER 31, 2023.

SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT		
	000	FUND EXPENSES	
		OPERATING EXPENSES	51,500
		OTHER	-
		TOTAL	51,500
	110	CITY COUNCIL	
		PERSONAL SERVICES	124,739
		OPERATING EXPENSES	97,500
		TOTAL	222,239
	120	CITY MANAGER'S OFFICE	
		PERSONAL SERVICES	703,161
		OPERATING EXPENSES	570,918
		TOTAL	1,274,079
	125	INFORMATION TECHNOLOGY	
		PERSONAL SERVICES	313,095
		OPERATING EXPENSES	80,500
		TOTAL	393,595
	130	HUMAN RESOURCES	
		PERSONAL SERVICES	324,185
		OPERATING EXPENSES	317,500
		TOTAL	641,685
	135	ECONOMIC DEVELOPMENT	
		PERSONAL SERVICES	201,241
		OPERATING EXPENSES	308,300
		TOTAL	509,541
	140	DEVELOPMENT	
		PERSONAL SERVICES	497,380
		OPERATING EXPENSES	1,217,500
		OTHER EXPENSES	4,000
		TOTAL	1,718,880

145	ENGINEERING		
	PERSONAL SERVICES	564,588	
	OPERATING EXPENSES	526,250	
	TOTAL	<u>1,090,838</u>	
150	FINANCE		
	PERSONAL SERVICES	1,122,367	
	OPERATING EXPENSES	456,565	
	OTHER EXPENSES	825,000	
	TOTAL	<u>2,403,932</u>	
160	MAYOR'S COURT		
	PERSONAL SERVICES	120,751	
	OPERATING EXPENSES	23,300	
	TOTAL	<u>144,051</u>	
TOTAL GENERAL GOVERNMENT			8,450,341
PUBLIC SAFETY			
220	PUBLIC SAFETY COMMUNICATIONS		
	PERSONAL SERVICES	786,634	
	OPERATING EXPENSES	166,050	
	TOTAL	<u>952,684</u>	
250	POLICE		
	OTHER EXPENSES	2,700,000	
	TOTAL	<u>2,700,000</u>	
270	FIRE		
	OTHER EXPENSES	2,900,000	
	TOTAL	<u>2,900,000</u>	
TOTAL PUBLIC SAFETY			6,552,684
PUBLIC WORKS			
310	STREET		
	OTHER EXPENSES	1,100,000	
	TOTAL	<u>1,100,000</u>	
330	BUILDINGS AND GROUNDS		
	OPERATING EXPENSES	788,500	
	TOTAL	<u>788,500</u>	
390	STORMWATER		
	OTHER EXPENSES	755,000	
	TOTAL	<u>755,000</u>	
TOTAL PUBLIC WORKS			2,643,500

PARKS AND RECREATION**410 PARK OPERATION AND MAINTENANCE**

PERSONAL SERVICES	361,337	
OPERATING EXPENSES	292,000	
<i>TOTAL</i>	<u>653,337</u>	

TOTAL PARKS AND RECREATION**653,337****OTHER FINANCING USES****710 CAPITAL IMPROVEMENTS**

OTHER EXPENSES	-	
<i>TOTAL</i>	<u>-</u>	

810 DEBT SERVICE

OTHER EXPENSES	700,000	
<i>TOTAL</i>	<u>700,000</u>	

TOTAL OTHER FINANCING USES**700,000**

TOTAL GENERAL FUND

18,999,862

GRAND TOTAL GENERAL FUND**18,999,862**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101 PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES	2,300,000	
OTHER EXPENSES	448,700	
<i>TOTAL</i>		<i>2,748,700</i>

2210 STREET FUND*PUBLIC WORKS*

PERSONAL SERVICES	1,964,792	
OPERATING EXPENSES	1,150,998	
<i>TOTAL</i>		<i>3,115,790</i>

2220 STATE HIGHWAY FUND*PUBLIC WORKS*

OPERATING EXPENSES	86,750	
<i>TOTAL</i>		<i>86,750</i>

2230 MOTOR VEHICLE LICENSE*PUBLIC WORKS*

OPERATING EXPENSES	-	
<i>TOTAL</i>		<i>-</i>

2310	FIRE - 1989 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
	PERSONAL SERVICES	5,100,051		
	OPERATING EXPENSES	1,046,700		
	OTHER EXPENSES	3,800		
	<i>TOTAL</i>			<i>6,150,551</i>
2330	PUBLIC SAFETY FEMA GRANT FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	3,600		
	<i>TOTAL</i>			<i>3,600</i>
2360	AMERICAN RESCUE PLAN ACT FUND			
	<i>GENERAL GOVERNMENT</i>			
	OTHER EXPENSES	855,000		
	<i>TOTAL</i>			<i>855,000</i>
2410	POLICE LAW ENFORCEMENT			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	3,576,947		
	OPERATING EXPENSES	936,570		
	<i>TOTAL</i>			<i>4,513,517</i>
2420	DARE GRANT FUND			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	-		
	OPERATING EXPENSES	6,500		
	<i>TOTAL</i>			<i>6,500</i>
2430	ENFORCEMENT & EDUCATION FUND			
	250 PUBLIC SAFETY			
	OPERATING EXPENSES	3,000		
	<i>TOTAL</i>			<i>3,000</i>
2510	COURT TECHNOLOGY IMPROVEMENT			
	<i>GENERAL GOVERNMENT</i>			
	OPERATING EXPENSES	13,400		
	<i>TOTAL</i>			<i>13,400</i>
2600	2004 TIFS			
	<i>DEVELOPMENT INCENTIVES</i>			
	OPERATING EXPENSES	32,500		
	OTHER EXPENSES	3,332,360		
	<i>TOTAL</i>			<i>3,364,860</i>

2700	2004 RIDS			
	<i>DEVELOPMENT INCENTIVES</i>			
	OPERATING EXPENSES	38,400		
	OTHER EXPENSES	5,366,632		
	<i>TOTAL</i>			<i>5,405,032</i>
GRAND TOTAL SPECIAL REVENUE FUNDS				<u>26,266,700</u>

SECTION 4: There be appropriated from the following CAPITAL PROJECTS FUNDS:

3101	CAPITAL INCOME TAX FUND			
	<i>GENERAL GOVERNMENT</i>			
	OPERATING EXPENSES	-		
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	-		
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	-		
	CAPITAL EXPENSES	1,200,000		
	<i>OTHER FINANCING USES</i>			
	OTHER EXPENSES	165,400		
	<i>TOTAL</i>			<i>1,365,400</i>
3110	PARK IMPROVEMENT FUND			
	<i>PARKS AND RECREATION</i>			
	OPERATING	-		
	CAPITAL EXPENSES	2,000,000		
	<i>TOTAL</i>			<i>2,000,000</i>
3120	CAPITAL IMPROVEMENT FUND			
	<i>GENERAL GOVERNMENT</i>			
	CAPITAL EXPENSES	-		
	<i>PUBLIC SAFETY</i>			
	CAPITAL EXPENSES	204,840		
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	113,000		
	CAPITAL EXPENSES	2,709,962		
	<i>TOTAL</i>			<i>3,027,802</i>

6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	215,000	
	CAPITAL EXPENSES	1,177,538	
	<i>TOTAL</i>		<i>1,392,538</i>
6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	80,000	
	<i>TOTAL</i>		<i>80,030</i>
GRAND TOTAL CAPITAL PROJECTS FUNDS			<u>7,865,770</u>
 <u>SECTION 5:</u> There be appropriated from the following DEBT SERVICE FUNDS:			
4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	826,050	
	<i>TOTAL</i>		<i>826,050</i>
4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	372,768	
	<i>TOTAL</i>		<i>372,768</i>
4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	1,350,500	
	<i>TOTAL</i>		<i>1,350,600</i>
4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	613,863	
	<i>TOTAL</i>		<i>613,863</i>
GRAND TOTAL DEBT SERVICE FUNDS			<u>3,163,281</u>

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	-	
	<i>TOTAL</i>		-
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			-

SECTION 7: There be appropriated from the following ENTERPRISE FUNDS:

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	854,818	
	OPERATING EXPENSES	1,736,300	
	OTHER EXPENSES	950,000	
	<i>TOTAL</i>		3,541,118
6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	107,981	
	OPERATING EXPENSES	1,198,200	
	<i>TOTAL</i>		1,306,181
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	228,582	
	OPERATING EXPENSES	354,150	
	CAPITAL EXPENSES	755,000	
	<i>TOTAL</i>		1,337,732
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	81,457	
	OPERATING EXPENSES	1,122,000	
	<i>TOTAL</i>		1,203,457
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	127,900	
	<i>TOTAL</i>		167,900
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	150,050	
	<i>TOTAL</i>		150,050
GRAND TOTAL ENTERPRISE FUNDS			7,706,439

SECTION 8: There be appropriated from the following TRUST AND AGENCY FUNDS:

7100	CEMETERY MAINTENANCE TRUST FUND			
	<i>FUND EXPENSE</i>			
	OPERATING EXPENSES	10,000		
	<i>TOTAL</i>			<i>10,000</i>
7110	MOUND CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	10,000		
	<i>TOTAL</i>			<i>10,000</i>
7120	LONG STREET CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	250		
	<i>TOTAL</i>			<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND			
	<i>PUBLIC SAFETY</i>			
	CAPITAL OUTLAY	-		
	<i>TOTAL</i>			<i>-</i>
7320	FIRE LOSS SECURITY FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING	-		
	<i>TOTAL</i>			<i>-</i>
7410	DRUG LAW ENFORCEMENT TRUST FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	20,000		
	<i>TOTAL</i>			<i>20,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS				<i>40,250</i>
TOTAL ALL APPROPRIATIONS				<i>64,042,302</i>

SECTION 9: The City Manager is hereby authorized to convert the dollar appropriation figure in the Ordinance to such form as may be acceptable to the Auditors of Butler and Warren Counties and the Auditor of the State of Ohio provided in this conversion no change of total dollar amounts shall within the Sections of this Ordinance be permitted without approval of Council.

SECTION 10: The Finance Director is hereby authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures provided that no warrants shall be drawn OR paid for salaries or wages except to persons employed by authority and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for purposes other than those covered by other specific appropriations herein made.

SECTION 11: This measure shall take effect immediately upon passage pursuant to Section 7.08(B)(1) of the Charter of the City of Monroe.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
2310	FIRE - 1989 LEVY FUND <i>PUBLIC SAFETY</i>						
						23127053-52340	\$36,000 for three new hires within the Fire Department to attend medic school.
	OPERATING EXPENSES	994,700	1,046,700	52,000	5.2%	23127000-52313	\$16,000 for engineering services at Station 61.
3120	CAPITAL IMPROVEMENT FUND <i>PUBLIC SAFETY</i>						
	CAPITAL EXPENSES	173,000	204,840	31,840	18.4%	31225000-53713	\$31,840 for paving of the rear parking lot of the Police Station

ORDINANCE NO. 2023-11

AN ORDINANCE DIRECTING THE CLERK OF COUNCIL TO CAUSE EACH ORDINANCE AND RESOLUTION ADOPTED TO BE PUBLISHED ON THE CITY WEBSITE AND AT THE CITY BUILDING FOR A PERIOD OF NO LESS THAN 15 DAYS.

WHEREAS, the Charter requires that adopted legislation be published as determined by Council by ordinance.

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

SECTION 1: Pursuant to Section 7.16 of the Charter, the Clerk of Council is hereby directed to cause each ordinance and resolution adopted to be published on the City website and at the City Building in a conspicuous place and readily accessible to the public at reasonable hours.

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: _____

RESOLUTION NO. 31-2023

A RESOLUTION ADOPTING AN ECONOMIC DEVELOPMENT STRATEGIC PLAN AS RECOMMENDED BY THE MONROE AREA COMMUNITY IMPROVEMENT CORPORATION.

WHEREAS, the Monroe Area Community Improvement Corporation (CIC) developed an Economic Development Strategic Plan and recommended that City Council adopt said plan.

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

SECTION 1: Council hereby adopts the Economic Development Strategic Plan as recommended by the CIC. Said Plan is marked as Exhibit “A” 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.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Economic Development

STRATEGIC PLAN



Economic Development Strategic Plan

OVERVIEW

The 2023 - 2026 Economic Development Strategic Plan was developed in 2022 by the Monroe Area Community Improvement Corporation (MACIC), which is comprised of representatives from local government, the school board, residents, and the business community. This plan provides a limited historical perspective on the City's growth, replaces the previous economic development plan (2000), and further supports the City's Advance Monroe 2020 Comprehensive Plan.

The goal of this plan is to provide a clear direction for the community's economic development efforts and partnership with the MACIC. Focus areas and action items are identified wherever possible, and a framework for future decision-making is also included. However, the MACIC is charged with developing additional action items within the scope of this plan.

The horizon for this plan is relatively short compared to some plans, such as the City's Advance Monroe comprehensive plan that provides guidance for 20 years into the future. The Economic Development Strategic Plan is a three-year plan that will be reviewed annually by the MACIC for adjustments based on changing market conditions and project feedback. Previous success and updated goals will drive future plans.

ECONOMIC DEVELOPMENT DEFINED

The definition of economic development varies by community, over time, and within specific geographic areas such as a downtown district.

Some communities have a strong vision of the type of business or industry they would like to attract.

These decisions may be based on anticipated financial benefits associated with that industry or creating a specific sense of place within the community.

Others may define economic development through social values such as:



building
entrepreneurship



providing opportunities
to underserved populations



focusing on environmentally
sustainable efforts



increasing the diversity of the business
climate to be better prepared
for market fluctuations

Historically, the City of Monroe has not focused on a specific type of economic development, although the City's substantial financial support of the Park North and Logistics Center projects in 2008 indicated a desire to strengthen the City's presence in the logistics sector. Additionally, the City saw an opportunity within the retail and hospitality sectors to support the Cincinnati Premium Outlets development. Prior to these projects, the community's larger-scale economic development successes were manufacturers and the service providers that supported them.

The City has also not set policy directives that focus on particular social values. There have been small movements supporting common issues – for example, creating an Energy Special Improvement District in 2019 to facilitate energy-efficient investments in commercial buildings – but the City has not identified overall priorities to drive future programs.

For the purposes of this plan, economic development is broadly defined as:

policies and activities that recognize the relationship between the City and its businesses, improve the community's financial stability, support a business's path to success, or create meaningful opportunities for residents as entrepreneurs, consumers, and employees.

This definition may evolve as staff and policy makers critically evaluate policies, projects, and initiatives over the next three years. Future strategic plans should give serious consideration to creating a more specific definition of economic development that builds upon the success of the 2023 Strategic Plan.

THE IMPORTANCE OF ECONOMIC DEVELOPMENT FOR A FINANCIALLY HEALTHY COMMUNITY

Like many City services, economic development affects both businesses and residents, both directly and indirectly. Direct support includes services such as business retention and expansion coordination, workforce assistance, and advocacy efforts. Indirect support programs include amplifying business success stories, increasing job opportunities within the community, and providing amenities.

However, economic development is unique from other City services because the **business community generally provides the City with financial support at a far higher percentage than the residents do.**

While property tax revenue is split between various levies and jurisdictions, Monroe's property tax millage rate focuses on commercial industrial properties with an effective millage rate of **59.4 mills**. Comparatively, the effective millage rate for residential properties is only **55.9 mills**.

Monroe income tax structure:

(Currently 2%, with a .5% rebate for residents) inherently focuses on the businesses to support capital improvement and public safety initiatives.

Based on 2021 income tax revenue:



Every \$1 from
RESIDENTIAL accounts
= **BUSINESS-BASED**
accounts contributed \$11

Although the City is fiscally healthy, a growing tax base will be increasingly important as the City's facilities, services, and programming continue to grow. Thoughtful economic development that evaluates the financial impact of projects and encourages diversity across industries is one way to ensure financial stability to meet these demands.

While property tax revenue is split (55.9 mills). Based on 2021 real property tax revenue, it appears that the City's residential and agricultural areas have a bigger impact on the City's finances than the commercial, industrial, and public utility properties. However, this does not take into consideration the tax abatements that are currently in place. When those incentives are accounted for, the commercial, industrial and public utility properties could generate nearly twice the real property tax revenue that the residential and agricultural areas do.

HISTORICAL DEVELOPMENT OF MONROE

While Monroe's residential population grew tremendously during these years (an increase of approximately 74%), major industrial development was happening as early as the late 1980s. The City has historically experienced a major growth period in each decade since then.

1980s

Several large industrial projects created the Miami Valley Industrial Park, which is more commonly known as Lawton Avenue, American Way, and Garver Road. Worthington Steel, Dayton Technologies (now *Deceuninck North America*), Arkay Plastics and several smaller manufacturing and service providers also located in Monroe during this time.

1990s

Kohl's launched EFC #1, the first e-fulfillment center in the Kohl's network and a progressive concept at the time.

2000s – 2010s

Cincinnati Premium Outlets and the high-capacity interchange design brought new possibilities to the City's exit on I-75. During this time, another logistics wave started and continued into the late 2010s with the completion of Park North at Monroe.

2020s

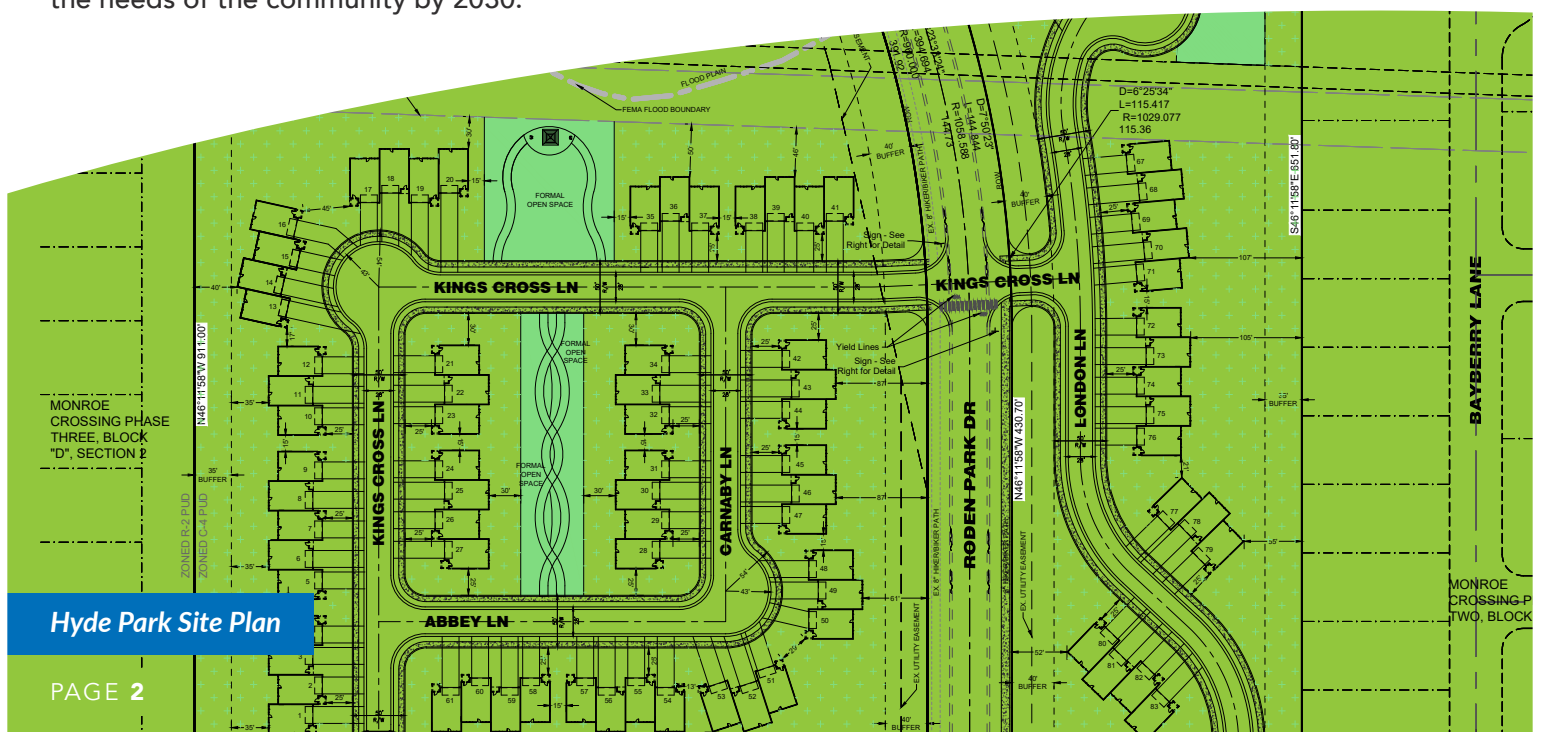
As this Strategic Plan launches in the early 2020s, one of the primary goals is continue this momentum by facilitating another wave of growth that meets the needs of the community by 2030.

RESPONSIBLE PARTIES FOR ECONOMIC DEVELOPMENT

Successful economic development programs require the support of elected leadership, City administration, City departments, and community partners. The responsibility for coordinating economic development efforts throughout the City falls within the City Manager's Office. In 2008, the City created an Economic Development Specialist position. This position was moved into the City Manager's Office and combined with an Assistant to the City Manager position in 2012. In 2023, staff formally requested the creation of an Economic Development Professional position to support activities within this strategic plan.

The primary job duties of economic development staff include business retention and expansion, business attraction, marketing, statistics and directory maintenance, grant management, internship experiences, and general business liaison activities.

While staff handles the daily operations of economic development, City Council and the Monroe Area Community Improvement Corporation share responsibility for setting the vision for economic development and facilitating the success of those activities.



The Role of City Council

Monroe's City Council identified an overall vision for the City at their October 2020 retreat. Monroe is a family-friendly small town with quality amenities, well-managed public services, and a connected and engaged community.

To further develop that vision, City Council also identified four strategic priorities:

- Well-managed services and infrastructure
- Strategic growth and development
- Communication and interpersonal connections
- Parks and connectivity

Within these priorities, there are elements of economic development woven throughout well-managed services and infrastructure; strategic growth and development; and communication and interpersonal connections.

This vision and related priorities are an important first step in determining the economic development direction of the community. However, without additional clarity and program support from City Council, economic development efforts will continue to be reactive rather than proactively focusing on the high-quality development referenced in their vision statement.

As the Monroe Area Community Improvement Corporation responds to City Council's vision by recommending policy adoption, property acquisition, and program investments, it is vital that City Council respond with constructive feedback and clear direction so that there is consensus between the parties on goals and next steps.

The Role of the Monroe Area Community Improvement Corporation (MACIC)

In 2007, the City of Monroe created a community improvement corporation under Ohio Revised Code Chapter 1724. The MACIC is a nonprofit corporation comprised of a seven-member board of trustees representing the City, the local school district, Lemon Township, residents, and the business community.

In 2009, City Council designated the MACIC as the economic development agency for the City of Monroe, and the formal Designation Agreement was executed in 2015. This designation authorizes the MACIC to take a leading role in developing sites, marketing materials, business interests, and strategic planning in the interest of encouraging the establishment, growth and maintenance of industrial, commercial, distribution and research facilities.

The MACIC's vision is to create a business ecosystem built on connections where community leaders innovate, business leaders engage, and people benefit. To build this ecosystem, the MACIC will advance the role of economic development within the Monroe area by taking thoughtful risks, turning towards opportunities, and planning for both short-term and long-term success. This Strategic Plan was developed by the MACIC to identify specific ways to achieve these goals within the Designation Agreement and the corporation's statutory powers

Monroe's Economic Development Program

Communities have an approach to economic development that goes beyond the program's technical details and marketing efforts. The MACIC has identified the following five Core Values as the guiding principles for future strategy and decisions:

Integrity — In a highly competitive environment, did the City/MACIC act with respect to the prospect, its home community, and their competitors?

Inclusiveness — Do these policies, programs, and decisions grow the community by encouraging a diverse business population and meeting the needs of a diverse economy?

Ownership — As the City and the MACIC embrace new ideas, is each group learning from the successes as well as the failures and adapting future approaches?

Boldness and Creativity — Following several years of slow development efforts, is the City and the MACIC acting with a sense of determination and a willingness to invest in new ideas?

Community Support — Do the actions of the City and the MACIC reflect the desires of the entire community and represent the realities of the market?

ECONOMIC DEVELOPMENT ECOSYSTEMS

How Monroe Fits into the Broader Perspective

Ohio's economic development efforts are generally led by **JobsOhio**, a private organization created in 2011 to develop a more efficient, responsive, and confidential approach to development than the traditional state government agency was able to. To serve the state equitably, there are six organizations, known as JobsOhio's network partners or **REDOs** (regional economic development organizations), that engage in economic development specific to the needs of their large geographic coverage area. Because the budget and staffing of the regional economic development offices tends to be more than that of most communities, REDOs carry substantial responsibility for prospect and lead generation within the area. As a result, the efforts of these network partners generally affect the opportunities that are funneled to their local communities or **LEDOs** – local economic development organizations.

The City of Monroe's geographic location provides a unique challenge with respect to the REDO efforts within both the Dayton and Cincinnati regions. The City is primarily associated with **REDI Cincinnati**. Previous boundaries between the Dayton market and the Cincinnati market split the Butler County and Warren County along SR 63, and both counties joined the REDI Cincinnati region in 2014.

While the two metropolitan regions have collaborated on major initiatives, communities typically align with one region or another based on a partnership between the county and the REDO. For example, although the Dayton Development Coalition (DDC) does not directly serve the Monroe area, there have been times when a company or industry is interested in I-75 access that Monroe offers. Likewise, there have been situations where Monroe is competing with DDC locations for a prospect.

State and Regional Goals

Because state and regional economic development efforts drive opportunities for LEDOs, it is important to understand what industries JobsOhio and REDI Cincinnati are focused on establishing or growing within Ohio. The City of Monroe may or may not wish to pursue the same types of development, but *the reality is that these prospects will be encouraged to visit the area and the private market will drive decisions*. While the City can object to an undesirable use receiving incentives, there is very little that the City can do to prevent the project from moving forward. *A more proactive approach is to create a specific vision for an area that inherently discourages other uses or actively seeks to fill space with desirable businesses.*

JobsOhio has identified 11 target industries that it believes will be successful in Ohio based on factors such as talent (workforce), educational priorities, strength of the related supply chain, infrastructure, and growth potential. The organization actively pursues high-performing, growth-oriented, or start-up companies in the following sectors:

- Advanced Manufacturing
- Aerospace & Aviation
- Automotive
- Advanced Mobility
- Energy & Chemicals
- Financial Services
- Food & Agribusiness
- Healthcare
- Logistics & Distribution
- Military & Federal
- Technology

REDI Cincinnati works within this framework and has identified 4 core industries for SW Ohio. These industries and specific focus areas are:

- Advanced Manufacturing
(Aerospace, automotive, food & flavorings)
- Business and Professional Services
(Financial services, back-office support services, consumer insights)
- Biohealth
(Biomedical research, health tech, medical devices)
- Technology
(Cyber security, data analytics, smart supply chain)

Similarly, the Dayton Development Coalition has identified:

- | | |
|---------------------------------|----------------------------|
| • Advanced Manufacturing | • Automotive |
| • Aerospace & Defense | • Bioscience |
| • Agriculture & Food Processing | • Cyber |
| | • Logistics & Distribution |

While Warren County has not developed a specific list of growth industries, the County believes that Sports Tourism, which is not a traditional industry for economic development, has a very strong presence throughout the County and should be recognized as an economic driver worth investing in.

Butler County does not have an existing strategic plan, although various communities within the county have been successful in a variety.

Commercial Development v. Industrial Development

In economic development, the difference between commercial development and industrial development cannot be understated. A review of the targeted industries at the state and regional level clearly indicate that hospitality, retail, personal services and other types of commercial development are not actively pursued. These are not targeted industries because these businesses tend to follow demographic trends when locating in an area - population growth, expendable income, housing stock and similar metrics drive the business locations. However, despite the market-driven nature of these uses, these are often the types of businesses that residents most often request within a community. **Because of this, a community's policies on population growth, housing stock, and zoning districts have long-term effects on the very types of businesses that residents most often ask about.**

Industrial projects also have location drivers such as proximity to workforce, adequate utility service and infrastructure, and low operating costs. However, these projects tend to be more willing to spend time evaluating potential sites because limited building/site availability affects their location options. These projects simply do not have the option to locate on any retail street corner, as many commercial projects do.

Monroe's Business Climate

Based on the REDO-targeted industries, Monroe currently has a relative strength in Logistics and Distribution, as well as Manufacturing, with some of those companies being aligned with Advanced Manufacturing systems. The City has a small presence in other targeted industries but not enough businesses within those industries to identify a cluster or industry ecosystem. For example, two of the Advanced Manufacturing companies are also related to the automotive industry (Century Mold and UGN). NuWaves is a growing defense contractor with a small campus in Monroe, and Alfrebro is owned by a major international food flavorings company.

The City has several challenges with regards to growing into the other targeted industries. Some challenges are geographic. For example, while the City has proximity to many hospitals and medical partners, which is an important quality of life consideration, it is too far from those opportunities to serve as a research hub and likely too close to others providers to have a major medical building such as another hospital.

The City's current Zoning Code also presents a barrier for growth in high-intensity industries. Food and agribusiness are important parts of Ohio's history and the JobsOhio/REDO plans as technology and consumer demands change the food supply chain. However, large scale food and beverage operations are classified as a heavy industrial use by the City's Zoning Code, and the City has very little land available for heavy industrial development. The same Zoning Code provisions also affect the viability of certain manufacturing prospects. The City's well-established manufacturing entities tend to be in heavy industrial zones, but that leaves little room for newer manufacturers who turn raw materials into a finished product. Energy and Chemicals prospects (driven by JobsOhio) often don't fit within the Zoning Code as well.

An additional challenge to the City's growth in certain sectors, particularly Business and Professional Services, is a lack of building inventory and a lack of appropriate housing stock. Building inventory will be addressed in the following Site Readiness section, and the importance of appropriate housing stock that reflects the type of business development the community wants to support is addressed in further detail within the 2018 Housing Study conducted by the UC Economics Center.

Monroe's Site Readiness

Economic development prospects are generally looking for a location that fits one of three categories:



Greenfield
(Build to suit)



Established Buildings



Greyfield
(Aging buildings that aren't contaminated but also don't meet the needs of modern businesses)



Brownfield
(Established environmental issues that are consistent with the proposed use or provide an opportunity for remediation)

Monroe has a reasonably diverse building and site inventory, and this diversity has supported the City's rapid growth. However, as the City's building inventory ages, there are several confirmed and suspected brownfield sites due to the nature of operations at the site, historical evidence of chemical or gas spills at the site, and similar anecdotal evidence.

The industrial sites built in the 1980s and 1990s still have a relatively high occupancy rate, but that is likely driven by an overall shortage of sites within the region as the economy surged over the last five years. While these sites are occupied, these buildings are at risk of becoming a greyfield with each contract renewal, and they may be underutilized with smaller companies, lower employee counts, and lower wages compared to what a modern building of comparable size would have.

While it appears that the City has hundreds of acres available for greenfield development, this assumption does not consider the site readiness for those greenfields. Site readiness has three distinct elements – a prepared and willing seller, technical specifications that meet the needs of the anticipated end user, and a clear understanding of incentives, if appropriate. Without these components, the property is unlikely to be a first choice for high-quality projects.

Many of Monroe's larger sites have some level of site readiness, but very few sites are adequately prepared to meet the needs of a fast-moving project with multiple location options.

Some communities address the site readiness issue by controlling the sites through ownership, partnering with development groups or otherwise investing in due diligence on behalf of the property owners, and educating property owners about the importance of preparation and sales efforts. City staff has typically worked with property owners to help them understand the expectations of prospects and how to be more competitive in the region. However, not all property owners ultimately share this perspective or desire to make their property more competitive by proactively investing in their site.

Finally, the lack of vacant building inventory must be recognized as an impediment to sustained growth. Similar to the concept that an unemployment rate near 0% is not a healthy indicator for a community because it indicates a lack of people seeking employment, a vacancy rate near 0% does not provide opportunities for new companies to invest in the community, new employees to spend at retail stops on their way to work, and new industry clusters to develop. While a stable real estate market is desirable, the lack of speculative investment in small to mid-sized industrial and commercial properties negatively affects the City's overall financial health.

Monroe's Strengths and Weaknesses

Good strategic plans consider the strengths and weaknesses of a community and then build upon those opportunities. Each MACIC Trustee met with staff privately to discuss the relative strengths and weaknesses from his/her perspective. Prior to the meeting, Trustees were provided a comprehensive list of potential questions so that they could prepare for the interview. After the meeting, City staff provided a written summary of the Trustee's comments and requested any corrections or additional information. The full list of responses is included in [Appendix B](#).

During these interviews, the Trustee was asked the following questions:

- What opportunities do you see for Monroe?
What are the City's strengths?
- What challenges do you see for Monroe?
What are the City's weaknesses?
- Who should the City partner with to move the community forward, and why?
- What are some strong communities that the City should learn from?
- What are some communities that have developed in a way that would not be ideal for Monroe?
- What could render Monroe obsolete?
- What should City Council, the MACIC, and staff focus on as part of the strategic planning process?

Strengths and Opportunities

Monroe's strengths were generally identified as being geographically based. For example, the City's access to I-75, as well as proximity to future growth at Millikin Interchange and destinations (Cincinnati Premium Outlets, Warren County Sports Park and Spooky Nook) were the primary strengths. Zoning and land use was mentioned as a strength, both in terms of the limit on heavy industrial uses and the presence of the logistics sector. It is important to note that, except for recognizing strong City services, the identified strengths were fairly passive and lead by others – the City did not execute a long-term plan to develop these strengths.

Challenges and Weaknesses

Many of the challenge-based feedback addressed the human element of decision-making when questioning if the leadership is strong enough to deliver creative and large-scale ideas in a fiscally-sound manner. Inadequate infrastructure, increased traffic congestion, and a minimal sense of place were also concerns. Changing consumer preferences and perceptions across housing, amenities, and education were also recognized as challenges.

Although the MACIC Trustees identified several meaningful concerns, City staff identified additional concerns relative to having clear goals for future development. In addition to not having a strong vision that the community supports across all levels, inconsistency in incentives, lack of investment and resources, an unrealistic understanding of Monroe's challenges, and limited connections between City leadership and the business community present challenges.

In many situations, the perception of Monroe is that "the City is always doing something" but the speaker cannot identify what that "something" is. While it is positive that people outside the community are aware of Monroe, this also indicates that the City's identity is not clear. It represents a missed opportunity to create a sense of recognition and pride that would benefit the residential and business communities.

Potential Partnerships

The consensus of the MACIC Board was that the City should cultivate strong partnerships when appropriate, and that implementing this Strategic Plan will encourage those relationships. The Trustees also generally recognized the interconnected nature of these partnership and how major businesses and landowners need to be included in future large scale project discussions. The changing nature of Monroe's business community – moving from "mom and pop" and "local headquarters" operations to more regional and national corporations – has negatively affected the ability to grow partnerships and creates a question of who owns the responsibility of reaching out.

Learning From Other Communities

The City of Hamilton's resurgence and clear vision for their downtown area was recognized by several Trustees as evidence of strong partnerships and dedicated leadership. Liberty Township and the City of Fairfield were also listed as attractive communities. While all communities struggle with challenges, cities with a strong industrial presence and communities that don't have a clear sense of direction are not ideal goals for the City of Monroe.

What Could Render Monroe Obsolete

While some Trustees felt that Monroe is far from becoming obsolete, other Trustees considered how workforce changes, business operations in a post-COVID pandemic world, and the challenges that sometimes come with success might negatively affect the City. Balance was a continuing theme through many of the answers to this question – balanced approaches, balancing growth with stagnation, and balancing community versus economic development.

Areas the City Should Focus On

Strategic planning, engagement initiatives, and identifying a specific direction were common responses to this question, and the answers often reflected a need to be aware of changing demographics and consumer expectations. Marketing opportunities and staff leadership development were also mentioned.

2023 – 2026 POLICY RECOMMENDATIONS AND NEXT STEPS

Since economic development can be defined broadly, policy development and objectives help drive productivity in a meaningful way that is focused on the community's goals. At the same time, with the understanding that economic development can be highly affected by outside forces such as political changes, availability and cost of capital, supply chain strengths and weaknesses, talent development and consumer demands, it is virtually impossible to predict what opportunities will arise over the next three to five years. The following recommendations are intended to provide a basic framework for moving forward. Within these recommendations, City Council, staff, and the MACIC should constantly develop processes, initiatives, and goals to create a successful business-friendly environment that meets the needs of the community.

City Council Awareness, Involvement, and Support

City Council has a unique opportunity to guide the community's policies and investments that can shape growth for years to come. To best understand how City Council's action or inaction on a particular issue will affect the business community, City Council should establish ways to meaningfully engage with the businesses and evaluate the effects of their decisions within that context. This may include designated attendance at business ribbon cuttings, a specific strategic priority that identifies the type of development that is most appropriate for the community, consistent communication between the MACIC and City Council, and engagement in business or industry-related trainings and events. Additionally, the MACIC will continue to develop policy recommendations that improve transparency for businesses, and City Council's specific, constructive feedback on those recommendations is important to continued success.

Staffing

This Strategic Plan represents a clear direction for economic development staff and the MACIC over the next three years. The plan shifts from reactive to proactive economic development, emphasizes partnerships that take time and effort to build, and leverages resources where possible. However, this plan also increases the scope of economic development and creates long-term efforts that will need adequate resources to be sustainable.

The MACIC recognizes and appreciates the City Council's support by creating of a full-time economic development position that can focus on project implementation and business outreach.

Funding for the Future

Economic development initiatives often take years to fully implement. Communities with a strong growth vision celebrate short-term results while focusing on building sustainability that enables long-term wins. **While economic development is vital to a community's ability to invest in parks, infrastructure, public safety, and other City services, economic development itself requires investment.** As City Council and the MACIC follow this Strategic Plan and refine what development should look like over the next three years, it is prudent to anticipate future costs through purposeful budgeting. Following the MACIC's 2022 recommendation, City staff presented the concept of appropriations for future strategic property acquisition based on a percentage of the previous year's unallocated budget surplus. The MACIC recommends that City Council build this fund to a balance of at least \$1,000,000 for future projects. Additionally, while MACIC seeks ways to generate revenue for its own purposes, the MACIC respectfully requests that City Council be open to conversations when an opportunity arises that is not within the established economic development budget.

Development Objectives

After reviewing the opportunities and challenges that Monroe has within the larger context of regional and state economic development, the MACIC recommends that economic development efforts move forward within the following nine categories:

- Creating Connections
- Establishing a Sense of Place
- Building Through Residents
- Developing Talent
- Strengthening Partnerships
- Site Readiness
- Learning from Others
- Growing Steadily and Thoughtfully

Under this Strategic Plan and the terms of the Designation Agreement attached in [Appendix A](#), the MACIC is charged with developing specific initiatives to support these objectives. To make sure that both City Council and the MACIC have the same understanding, each objective has questions that should be used to evaluate if an idea or project should move forward.

Creating Connections means actively seeking and responding to opportunities to share information at a level that benefits both parties and is reasonably expected to encourage future partnerships. When evaluating if a project truly creates connections, the MACIC and City Council should ask if the project:

- Helps a business learn more about City operations
- Helps the City/staff understand the business or industry and how it fits within Monroe
- Increases communication between the CIC and the City Council
- Shares information and/or best practices for professional development purposes
- Falls within the spirit of regionally focused economic development
- Creates bad faith competition with another community
- Moves towards a sustainable partnership, and/or
- Reflects the importance of the business community to the City



Establishing a Sense of Place

It is important to understand what being located in Monroe means for the business community from both the business's perspective and the community's perspective. Every action or inaction contributes to a sense of place, and this objective specifically focuses on creating a positive perception rather than the lack of identity and recognition that has developed. To make sure that Monroe is actively engage in creating its own brand, these four questions are useful.

Does this effort:

- Present the City, business, or industry in a positive light
- Improve a negative perception of the City, business, or industry
- Identify and celebrate a unique business element within the City, or
- Amplify regional marketing efforts that will directly or indirectly benefit Monroe?



Building Through Residents

While the focus of this Strategic Plan is on the business community, residents have valuable feedback in terms of what businesses and industries they would support. Additionally, City Council and the MACIC have an opportunity to make sure that residents have factual information about what is viable in the community, how the City is approaching development, and how existing and future businesses affect the City's budget, infrastructure, and opportunities. An important part of this objective is to continually recognize the diversity within the City's residential population and to continue to use data to seek a variety of opportunities that represent the whole community.



Developing Talent

Having an adequate workforce pipeline is critical at all levels of economic development. While many agencies exist to support state and regional talent development, there is space for local communities to focus on supporting talent at the micro level. Pilot programs, creativity, and partnership drive the initiatives that support this objective. Because there are so many area organizations involved in workforce development, talent initiatives should actively pursue solutions to a problem, leverage resources where possible, avoid duplication of efforts, and encourage diversity in the workforce.



Strengthening Partnerships

Creating and nurturing regional relationships has been a focus of City staff for several years. While efforts to position Monroe as a willing partner have generally been successful, the community has not entered into major joint projects with other public or private partners for many years. Every effort should be made to move general partnership conversations towards more productive deliverables that are mutually beneficial to the involved parties. While the MACIC has a role in facilitating discussions, City Council ultimately will have responsibility for the success of these discussions as ideas move ahead for funding and coordination.



Site Readiness

Property inventory has been noted in this Strategic Plan as an important piece of competing for economic development projects. High-quality prospects generally expect high-quality sites that are prepared to move on a compressed timeline from due diligence to building completion. Communities and property owners that embrace challenge are more likely to be moved ahead by regional and state economic development partners that are facilitating the property search. While further discussion is warranted as to the role of the public sector in the private market when it comes to helping property owners prepare their site for sale, the City can support initiatives that educate and encourage preparation for the City's development team and the property owners. Additionally, City Council can improve its competitiveness for projects and ability to launch major projects through strategic property acquisition.



Learning From Others

This is a concept that is often mentioned but can be difficult to prioritize when resources are limited. However, one of the notable parts of the MACIC's analysis of Monroe's strengths and challenges was the lack of reference to communities outside of the immediate area. In the spirit of learning from others so that Monroe's economic development program can be more efficient, effective, and realistic, the MACIC is recommending that City Council and the MACIC commit to periodically traveling to similar jurisdictions outside of the area. These tours would be prepared by City staff in partnership with the host community and would focus on how that community has been successful in one or more of the Strategic Plan's objectives.



Growing Steadily and Thoughtfully

This development objective builds upon Monroe's motto of "Firmly Founded, Proudly Growing" and incorporates elements of Building Through Residents. As previously noted in this plan, proudly growing is a large part of what has enabled the City to be financially stable enough to consider amenities and programming throughout its departments. To manage this growth, initiatives under this objective should pay special attention to the types, quality, and speed of proposed projects by answering the following questions:

- Is this initiative based on factual data across the community, or is it based on a small group/perceptions?
- Does this idea develop into other, bigger ideas?
- If the program needs to be adjusted, how will that happen?
- What are the core priorities of the City Council, the MACIC, and community at the time?



Turning Towards Opportunities

Building an affirmative recognition of tolerable risk, a culture of finding ways to move projects forward, and a drive to create a uniquely Monroe experience will be essential to Monroe's growth.

Each of the major waves of development noted on page 2 have occurred when the City had a vision and accepted a commensurate level of risk through infrastructure, financing, or incentives investment. While inaction and non-specific, non-measurable goals seem like safe responses at times, they come at a cost to the community in terms of not preparing and guiding future opportunities.

As a result of this lack of direction, the private market, which has project drivers that may not be in alignment with Monroe's vision, continues to make deals that Monroe then has to accept. The MACIC recognizes that the Board of Trustees can merely recommend an appropriate level of risk and that City Council will need to determine if that level of risk is actually acceptable. However, the MACIC will endeavor to be creative, innovative, and focused on moving forward opportunities where it believes the risk is reasonable considering the goals of this Strategic Plan.

Moving projects forward is a concept that should naturally evolve from other Strategic Plan objectives, such as Creating Connections, Strengthening Partnerships, and Learning from Others. However, strengthening this culture within City Council, the MACIC, and City departments requires adequate resources and active efforts to lead the project, communicate regularly with stakeholders, and anticipate next steps.

Creating a uniquely Monroe experience is a multi-department initiative, although the MACIC and the City's Development Department will have the most visible part of these efforts. "Uniquely Monroe" could include everything from creative streetscapes to encouraging unusual businesses that may be the next big concept; it is helping the community understand how special the business community is and how strong the City's sense of place can be; it is creating a planning and zoning culture that balances business needs and community needs. *When opportunities, concepts, and experiences arise that are different, the challenge is not to say if it works without the City's existing framework, but to rather ask if it fits the goals of this plan and how responsible parties can make it happen.*

CONCLUSION

The City of Monroe is in an important phase of its development. As available land decreases, the importance of continuing development momentum and maximizing the opportunities becomes increasingly important. There is a cost to inaction; while the private market will tell a community what is viable, the private market is not typically influenced by a community's goals – **a community must act in its best interests.**

The MACIC's priorities will affect economic growth, but policy direction and investment from City Council will ultimately determine the City's ability to continue to grow into additional programming and services for the community.

By adopting this Strategic Plan and its emphasis on business awareness, its recognition of appropriate risk, and its focused priorities, the City of Monroe and its partners are taking a step forward to develop in a way that is truly Firmly Founded, Proudly Growing.

APPENDIX A

DESIGNATION AGREEMENT

THIS DESIGNATION AGREEMENT (this "Agreement") is made and entered into on the **10th** day of **December**, 2015, by and among the CITY OF MONROE, an Ohio Municipal corporation (the "City"), and the MONROE AREA COMMUNITY IMPROVEMENT CORPORATION, an Ohio non-profit corporation (the "Corporation").

WHEREAS, in the public interest and for the public purposes authorized by Section 13 of Article VIII of the Ohio Constitution, and pursuant to the provisions of Section 1724.10 of the Ohio Revised Code and in conformity with its policy to promote the health, safety, morals and general welfare of its inhabitants, the City has designated the Corporation as its agency for industrial, commercial, distribution and research development in the City; and WHEREAS, the Corporation desires to accept such designation and to constitute and act as such agency of the City and, to that end, agrees to participate in the City's strategic plan for economic development, as confirmed by the City Council, which, in conjunction with this Agreement, provides the extent to which the Corporation shall participate as the agency of the City in carrying out such plan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Acceptance of Agency Designation.

The Corporation hereby accepts the designation made by the City to act as the agency thereof for industrial, commercial, distribution and research development in the City and, as such agency, will participate in carrying out the [Economic Development Plan] for the City, as amended from time to time (the "Plan"), a copy of which is attached hereto and incorporated herein by reference, to the extent and in the manner provided herein.

SECTION 2. Purpose of the Designation.

It is the purpose of the City in having designated the Corporation as its agency for industrial, commercial, distribution and research development, and the purpose of the Corporation in accepting and agreeing to act under such designation, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City and the State of Ohio by exercising through the Corporation, as the agency of the City, the existing and inherent power of the City granted to it by law,

to encourage and cause the maintenance, location, relocation, expansion, modernization and equipping of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby to maintain and create additional opportunities for employment within the City and maintain and increase the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of the public peace, property, health, safety, morals and general welfare of the City. In order to accomplish these purposes, the Plan is hereby incorporated and the Corporation does hereby agree to participate in the Plan and carry out its provisions as the agency of the City for industrial, commercial, distribution and research development.

The maintenance, location, relocation, expansion or modernization of any industrial, commercial, distribution and research activity or facility within the City which will further the aforesaid purpose of the City to create or preserve jobs and employment opportunities and to improve the economic welfare of the people is hereby identified and hereinafter referred to as a "Development Project."

SECTION 3. Powers of the Corporation.

The Corporation shall promote and encourage the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 2 of this Agreement, and to that end:

- (a) May insure mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the Corporation may prescribe.
- (b) May incur debt, mortgage its property, no matter from what source and by which method acquired, and issue its obligations, for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the Corporation in order to carry out its participation in the Plan; provided, that any such debt shall be solely that of the Corporation and shall not be secured by the pledge of any moneys received or to be received from the City, the State of Ohio, or any political subdivision thereof.

(c) May borrow money for any of the purposes set forth in Section 2 of this Agreement by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes, or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein; provided, that any such debt shall be solely that of the Corporation and shall not be secured by the pledge of any moneys received or to be received from the City, the State of Ohio, or any political subdivision thereof.

(d) May make loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and establish and regulate the terms and conditions with respect to any such loans; provided, that the Corporation shall not approve any application for a loan unless and until the person applying for said loan shows that the person has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(e) May purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and may sell, convey, transfer, lease, sublease, or otherwise dispose of real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the Corporation from time to time in the satisfaction of debts or enforcement of obligations, and to enter into contracts with third parties, including the Federal Government, the State of Ohio, any political subdivision thereof, or any other entity.

(i) May serve as an agent for grant applications and for the administration of grants.

(j) May engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties that are subject to a delinquent tax or assessment lien.

(k) May charge fees or exchange in-kind goods or services for services rendered to the City and other persons or entities for whom services are rendered.

(l) May purchase tax certificates at auction, negotiated sale, or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to Sections 5721.30 to 5721.43 of the Ohio Revised Code.

(m) May be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage.

(n) May do all acts and things necessary or convenient to carry out the purposes of Section 2 of this Agreement and Section 1724.01 (B)(1) of the Ohio Revised Code and the powers especially created for a community improvement corporation in Chapter 1724 of the Ohio Revised Code, including, but not limited to, contracting with the Federal Government, the State of Ohio, any political subdivision thereof, and any other party, whether nonprofit or for-profit.

SECTION 4. Authorization to Sell

or Lease City-Owned Property. The Corporation is hereby authorized to sell or to lease any real property or interests in real property owned by the City, which real property or interests in real property are determined by the City Council not to be required by the City for its purposes, for uses determined by the City Council as those that will promote the welfare of the people of the City, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City, or will provide additional opportunities for their gainful employment. The City shall specify the consideration for such sale or lease and any other terms thereof. Any determinations made by the City Council under this paragraph shall be conclusive. The Corporation, acting through its officers and on behalf and as agent of the City, shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish a sale or lease as contemplated by this paragraph. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of such agreement shall be recorded in the office of the County Recorder of any county in which real property or interests in real property to be sold or leased are situated prior to the recording of a deed or lease executed pursuant to this Agreement.

SECTION 5. Conveyance of City-Owned Property to the Corporation.

The City may convey to the Corporation real property and interests in real property owned by the City and determined by the City Council not to be required by the City for its purposes and that such conveyance of such real property or interests in real property will promote

the welfare of the people of the City, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the City, and provide additional opportunities for their gainful employment. The consideration for any such real property or interests in real property so conveyed shall be as specified by the City Manager of the City and approved by the City Council. The terms of any such conveyance shall be as determined by the City Council. The Corporation may also acquire, from other entities than the City, additional real property or interests in real property for such consideration and upon such terms as the Corporation may agree upon; provided, however, that any real property or interests in real property conveyed to the Corporation, by the City or by others, shall be conveyed to and used by the Corporation, and held, used, managed, conveyed or leased by it for uses that will promote the welfare of the people of the City, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the Corporation shall be made without advertising and receipt of bids. If any real property or interests in real property conveyed by the City to the Corporation are sold by the Corporation at a price in excess of the consideration received by the City from the Corporation, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the Corporation: the costs of acquisition and sale by the Corporation, taxes, assessments, costs of maintenance, costs of improvements to the land by the Corporation, debt service charges of the Corporation attributable to such lands or interests, and a reasonable service fee determined by the Corporation.

SECTION 6. *Inventory of Real Property.*

The Corporation shall cause to be prepared and maintained a current inventory and catalog of both publicly and privately owned lands, buildings, or other improvements which are or may become available and which are or may be suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research activities and facilities in furtherance of the Plan and the accomplishment of its purposes. The Corporation will commence the preparation and maintenance of such inventory and catalog forthwith and will complete the same as soon as practicable and thereafter from time to time supplement and amend said inventory and catalog so that it may be currently maintained.

SECTION 7.

Economic Development Marketing Materials.

The Corporation shall cause an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development and shall cause such analysis to be assembled and reproduced in a form suitable for distribution to those which the Corporation seeks to interest in such development in the City. Further, the Corporation may cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the Corporation will best assist the industrial, commercial, distribution and research development in the City.

SECTION 8. *Soliciting Employment Opportunities.*

The Corporation, in such manner and by such method as it shall deem most effective, shall contact and solicit any person, firm or corporation which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City (any which person, firm or corporation is hereinafter referred to as a "Prospective Employer"), in order to induce said Prospective Employer to locate, relocate, expand, modify, maintain or improve its said industrial, commercial, distribution or research activities or facilities in the City when such action on the part of the Prospective Employer will be in accord with the policy of the City to promote the health, safety, morals and general welfare of its inhabitants and will further the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people.

The City and the Corporation hereby agree that each will exert its best efforts to persuade any Prospective Employer, over which neither has control, to coordinate through the Corporation their activities and efforts for industrial, commercial, distribution and research development in and for the benefit of the City and its inhabitants.

SECTION 9. *Recommendations to the City.*

From time to time, the Corporation shall prepare and present to the executive and legislative authorities of the City recommendation for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization,

modification or improvement of public utility or City facilities or services. The Corporation shall review each Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13 of the Ohio Constitution and Chapter 165 of the Ohio Revised Code, to determine if such Development Project is in accordance with the Plan and this Agreement. Following such review, the Corporation shall certify to the City Council its determination whether or not such project is in accordance with the Plan.

SECTION 10. Plan Amendments.

From time to time, the Corporation may prepare amendments or supplements to the Plan for submission to the City Council for confirmation. Said amendments and supplements shall be effective only when and to the extent that they shall be confirmed by the City Council.

SECTION 11. Dissolution of the Corporation.

Pursuant to Chapter 1724 of the Ohio Revised Code, in the event of any voluntary or involuntary dissolution or liquidation of the Corporation, or in the event of failure to reinstate the Articles of Incorporation of the Corporation (the "Articles") after cancellation thereof, any remaining assets of the Corporation shall be paid over and distributed as determined by the Board with the approval of the Court of Common Pleas of Butler County, Ohio, to one or more political subdivisions of the State of Ohio from which on the date of the dissolution, liquidation or cancellation of the Articles there exists a designation of the Corporation to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

SECTION 12. Term.

The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise in this paragraph provided. Upon the expiration of twelve (12) months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities, or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve (12) month period shall not be affected by such withdrawal and this Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the Corporation shall continue as the Agency of the City under this Agreement and the designation made by the City in the ordinance

authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations.

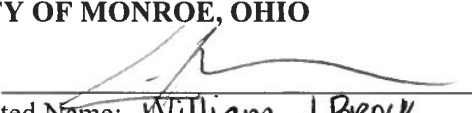
Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office of the Clerk of the City Council and to the Corporation by delivering a copy of such notice to the person in charge of its principal office.

SECTION 13. Miscellaneous.

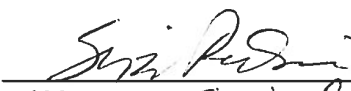
- (a) The activities of the Corporation shall be carried out in accordance with the applicable planning and zoning requirements.
- (b) The City shall not be required to make any financial contributions to the Corporation and nothing in this Agreement shall be construed as permitting the Corporation to obligate the City except as expressly set forth in this Agreement.
- (c) All costs of the Corporation shall be paid from the funds of the Corporation and the City need not contribute any moneys to the Corporation to meet its costs.
- (d) No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State of Ohio, Chapter 165 of the Ohio Revised Code, or any other law.
- (e) This Agreement may be amended or supplemented from time to time as desired and approved by the City Council and the Board.

IN WITNESS WHEREOF, the City and the Corporation have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF MONROE, OHIO

By: 
Printed Name: William J Brock
Title: City Manager

MONROE AREA COMMUNITY IMPROVEMENT CORPORATION

By: 
Printed Name: Suzi Rubin
Title: President

Aggregate Responses from CIC Board Members

Following one-on-one conversations
July 2022

COMMUNITY OPPORTUNITIES/STRENGTHS

Staff/City Support

- The people (staff, residents, businesses) are a strength in the community, but is there enough staff (and the right staff) to carry out the vision? If you're fighting to get through the basics of the job/situation, then you can't really elevate to the next level.
- CIC can be an asset to the community once there's a plan in place
- Council has invested in public safety resources, which is important because you can't outgrow/outpace that city service.
- The limit on heavy industrial development is appropriate.
- Lean government, water/sewer, and I will just say all city services should be included on strengths. Monroe gives the vibe of a thriving community when you look at the necessary services and knowing that we're shifting focus now to amenities like parks, just as people want to live in Monroe, whether businesses want to be associated with Monroe or not, they sure don't have a reason to not want to be associated with Monroe. I mean, we have some pretty big names around town.

Logistics

- We need to be honest about Monroe's location, proximity to the interstate, and strength in transportation.
- The warehousing element is a source of revenue for the City and appropriately located within the community.
- Logistics will continue to be a disruptive trend and Monroe has a strength in logistics; a logistics tech center or logistics owners association could be beneficial to our development.

Local and Regional influences

- Milliken interchange (should make the Cox Road extension even more important to Monroe)
- Proximity to the Warren Co sports complex
- Spooky Nook, heading north on Route 4
- How do we capitalize on that travel tourism? Camper parking? Amenities that serve families/sports teams? Restaurants?
- Collaboration between the schools and city is a strength as this can make it very easy for an interested party to team up with the two to have a big impact in the community.

Location

- I-75 brings opportunities but also challenges (for example, you'd like we could support something like a Chik-fil-a but they keep saying our traffic really doesn't meet their needs).
- Being on a major highway as well as located between two major cities provides a pool of workers, shoppers, entertainment seekers but also provides supply chain opportunities and access to the resources in those big cities without actually having to be located in a metro area.
- Available land is great because unlike metro areas where it's hard to grow due to overcrowding, businesses can locate here and grow here.
- The outlet mall is a destination that could anchor the interchange, but the interchange needs more investment to become a vibrant place with entertainment and living opportunities (the shopping element is already in place)

COMMUNITY CHALLENGES/WEAKNESSES

Staff/City Support

- Community leadership – we have great people, but are the right people in the right roles
- Encouraging decision-makers to focus on the big picture instead of personal agendas
- Financial considerations – how will we pay for this next level of activity, investment, goals?
- Is the community's risk level, engagement of supporters, etc. adequate to create big projects?
- There's a real challenge to creating/selling the vision and following through until there's a return on the investment
- Moving ahead so that the City isn't "behind the 8 ball" or just slightly off in terms how the community fits into the bigger development picture

- There's a perception that we're just a sleepy little town that doesn't know what we're doing and can be bulldozed into accepting sub-standard projects
- Understaffing / political representation, etc. I think are all things that come with municipalities our size. I know that I am making assumptions so I welcome feedback, but it's my thought that some of these weaknesses are important for awareness but cannot really be eliminated.
- Lack of planning is a tough one as I'm not sure cities the size of Monroe are as aggressive when it comes to Economic Dev. I feel that it's typically driven by the market / businesses. What's good is that we are keeping the discussion, we are anticipating what's happening around us and how to leverage it while also balancing what the residents are saying.

Location

- Co-mingling of commercial and residential areas. This is a growing concern and something I think Fairfield has done very well which is to separate their industrial businesses from their residential areas. Granted they have a lot more land to work with.
- Lack of upscale residential housing
- Lack of multi-family housing options across all levels (market rate, workforce, high-end)

Local and Regional Influences

- The school district isn't as strong of a pull for the community as it once was
- Diversity of businesses/restaurants
- Efforts to mesh working here/living here with supporting local

Infrastructure

- Fiber connection is very important as someone who works in this area
- Our community entrances and the appearance of some buildings leaves something to be desired
- Infrastructure and congestion will need to be dealt with as time goes on such as road improvements, etc. This to me is a constant no matter where you go.
- Have we adequately invested in our infrastructure, and how will that affect the business community?
- The lack of a downtown is a challenge – we’re lacking a sense of place and the infrastructure/amenities to support the downtown, and the nature of SR 63 & I-75 further divides the community

Business Engagement

- There’s limited connection between the businesses and the community – neither side is particularly at fault in this situation, but perhaps there’s a relationship between the lack of connection and the speed that the community has grown.
- Engaging businesses as economic realities (high prices, limited time/workforce to dedicate to relationships) make it harder to engage
- Businesses have limited resources – how to partner at a level that everyone feels is beneficial but is reasonable considering the demands on businesses with staffing and pandemic issues

Sense of Community

- The lack of community events and the level/quality of community events is a challenge – there’s no ongoing entertainment, festivals, dynamic events. Movies in the Park is nice, but that’s not at the level if we want to attract others to our community.

STRONG COMMUNITIES WE SHOULD LOOK AT CLOSELY

Hamilton

- They have worked to get the support of the Foundation, the City/Council, the Chamber to move things forward for the overall community
- Cleaning up the residential and business areas
- Spooky Nook, downtown redevelopment, etc has certainly shown Hamilton’s confidence in itself
- They just jumped in and did it
- West Chester/Fairfield/Hamilton: business-focused, progressive leadership
- Would Monroe have embraced the risk/reward behind something like a Spooky Nook project?

West Chester

- Does a decent job
- You don’t hear as much about internal fighting, politics; they seem to be on the same page

PARTNERSHIPS

- The City-business relationship used to be closer – mom and pop businesses, local HQs/main “home offices” are now limited)
- Strengthening this would require support from businesses, city, council, etc
- There’s limited strength in the MMT Chamber – is there a better way to structure a local business board? Is it needed?
- The strategic plan will naturally drive future partnerships
- Regarding the major land owners: are all the involved parties on the same page?
- Healthcare, rec center (Y), education (Butler Tech)
- Don’t know how involved the City is with the largest employers, especially in the context of building consensus for big projects (like how Hamilton had the support of the business community for their evolution)
- Who’s role should partnership development be? Council? City management? Businesses?

Liberty Township

- Millikin interchange could be the next big thing around here
- They were at the right place at the right time
- Good community but also a cautionary tale of growing too big, too fast

Lebanon

- Good downtown, carriage festival and similar events that we could consider a “scale up” goal for Monroe, strong sense of place
- High quality living conditions
- The antique industry isn’t what it used to be – Lebanon is a nice place, but is it still relevant?

Fairfield

- Amphitheater and event areas
- Taking steps to create a fresher image with the DORA, etc. – they could be the next big thing
- Springboro (2)
- I struggle with this one because I’m not sure there is anyone like us. Mason is more than 2x our size and has both 75 & 71 making them attractive. Lebanon doesn’t have infrastructure for corporations and isn’t always easy to get to depending on starting location. Trenton seems landlocked to me with access problems and no real growth opportunities. Franklin is the closest thing that reminds of Monroe and they have 1.5 interchanges on 75. Interesting to me is that they are like 2/3 our size geographically and 2/3 our size population wise, yet they seem to have attracted some decent hotels and quite a bit of businesses, which seem to be a lot of light industrial, similar to us. I think 73 helps with that as well as being next to Springboro which doesn’t have a whole lot so that interchange at 75/73 is like Springboro’s access too. Is Franklin what we want to replicate? I don’t think so but they, like Fairfield, have their industrial businesses away from the neighborhoods. This is something we can learn from if not too late. At the end of the day, I think we need to focus on our core competency by identifying what that is and then how to exploit it.

COMMUNITIES THAT WOULDN'T BE A GOOD FIT FOR MONROE

- Middletown (4) - No direction
- Trenton
- Hamilton has had its challenges as well as successes
- Franklin – hasn’t been impressive with development/innovation
- Warren Co – get the feeling they aren’t all going in the same direction, is Otterbein really going to be successful?

THINGS THAT COULD RENDER MONROE OBSOLETE

- What’s a byproduct of success to be managed v. an actual problem?
- Goal should be that the majority of residents are satisfied with the direction of the city, there’s a strong sense of community pride, and you can spend time here because there are amenities/opportunities.
- The hybrid workplace presents new challenges and opportunities – how do you support those in the office? Shopping, restaurants, etc of the community build the environment for those that are in the office.
- It would take a lot for Monroe to be obsolete. It would take a City Council that’s so unfriendly to business for us to wither away. There does need to be a vision which as mentioned prior, knowing what businesses we want and where we want them is important but filling those spots doesn’t have to be done today. I believe we are in a unique position where we can be a little picky in terms of what development we want.
- At the end of the day, I think we are unique. My thoughts are that we can take our time, be sensitive to residents’ input, and look for opportunities to develop our city through a lens of community, not just revenue focused. And yes, I am aware that I am blurring the lines between community and economic development but while different, they are directly connected and we are fortunate to have the opportunity to look at them together.

AREAS THE CITY COULD FOCUS ON



Strategic Planning

- It's important to have a master plan to drive change in the community. Remaining stagnant/limiting growth is a lofty goal but not realistic.
- Cost of inaction – there have been missed opportunities with development all around us
- What is our dedicated direction?
- Should we focus on tech-driven development? It's perceived as a higher-end use, uses a reasonable amount of real estate; it can be ever-changing though, so that requires that we're ready to adapt to new trends – adaptation could be a challenge for us. As we work on fiber to every home, how does that affect the business community?
- As mentioned prior, we need to identify our core competency. If I had to really guess, maybe driving economic growth isn't the top priority. We should have an idea of what we want to see, say at the interchange, or potential locations for development (away from neighborhoods) and have those items in the queue ready to go if an opportunity arises. But when people think of Monroe, they think of community. Maybe development should center around community driven development, parks, infrastructure, partnerships that are geared toward this, for example YMCA. This changes from conventional thinking of attract businesses, but seek opportunities to build community.



Engagement Initiatives

- The CIC has the opportunity to bring everyone (CIC/Council/business community/etc) together for big discussions, but those big discussions require that there's trust between the groups.
- Making hands-on connections between those businesses and the community (can be difficult because businesses have a lower risk tolerance for students/residents to just be in the facility)
- We should also be mindful of attracting new residents and encouraging those younger residents to join Council, etc (although that's admittedly difficult with balancing kids, jobs, etc).
- Developing high-quality relationships with strong development partners so that you can be ready to partner when the time comes (long-term value means investing in establishing the economic development vision and building the right relationships to move that vision forward)
- Developing partnerships (although unsure at this point who would be relevant for partnership development – that may become more clear as the plan is developed)
- Improved communication/enhanced newsletter
- Could there be a "Leadership Monroe" opportunity to help people better understand how the city operates and build future connections/relationships?
- Where is the business connection? How can we tap into the skill sets and people-capital that exist in the community to build better partnerships?
- How are we making personal connections throughout the City?



Marketing Opportunities

- Americana/Bicentennial Commons as a way to get Monroe's name out there in a positive way
- Specific Activities / Direction
- We should focus on things for young families to do. Some families are leaving the area because they're looking for those amenities/activities in an environment that also has strong schools (the lack of direction on the future school construction creates uncertainty that affects families' decisions to leave/stay) and available housing (particularly build-to-suit opportunities).
- We could encourage the downtown area to be government/professional services and have "highway businesses" by the interchange.
- Creating a destination where you can park and go to several places, perhaps there's entertainment elements, a DORA, etc
- Working on a "hot list" of targeted structures that should be upgraded and turned into better looking/more meaningful structures



Staff/City Support

- We should continue to focus on staff leadership development.
- How can everyone communicate better so that the opportunities, challenges, and effects of policy decisions are more clear?



513.539.7374
monroeohio.org

RESOLUTION NO. 32-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND JONES-WARNER CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF CONCRETE APPROACHES AT THE FIRE STATION LOCATED AT 3 SOUTH MAIN STREET.

WHEREAS, in order to properly correct original design issues with the driveway at the Fire Station located at 3 South Main Street, it is necessary to have construction plans.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for professional engineering services for the replacement of concrete approaches at the Fire State located at 3 South Main Street. The terms and conditions of said agreement are marked Exhibit "A" attached hereto and made a part hereof.

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

PASSED:

APPROVED:

Clerk of Council

Mayor

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

Exhibit "A" Res No. 32-2023

December 7, 2022

City of Monroe
1000 Holman Ave.
Monroe, Ohio 45050
Attention: Gary Morton, Public Works Director

Re: Main Street Fire Station Concrete Approach with Drainage Design

Dear Mr. Morton

Jones Warner Consultants, Inc. (JWCI) is happy to provide you with this fee proposal for requested improvements located at 3 South Main Street within the City of Monroe. You and I visited the project site and have discussed the scope of services to be provided.

Scope of Services-

We understand the scope to include the necessary survey, design, and specification development for the replacement of the four (4) existing concrete truck bay approaches, located at the Main Street Fire house. We will rest the grade of the existing drainage structure and evaluate if an additional structure is needed. A bid book document for bidding with plans and specifications will be developed using the City of Monroe provided template and/or documents.

Deliverables-

Deliverables will include one full set of construction plans with necessary cross sections, drainage design, specifications, including the appropriate forms for bidding, in a bid book format all in coordination with new forms currently being developed by the city. Paper copies will be provided as necessary during review and for bidding.

Fee-

Our lump sum fee for the above outlined services is \$16,000.00. The fees provided do not include any fees that may be required by permitting agencies (if required) or any geotechnical investigations authorized by the City of Monroe. The design will be completed within approximately 120 days of your notice to proceed.

JWCI is prepared to begin immediately upon your acceptance of this proposal. 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,

A handwritten signature in blue ink, reading "T. Shawn Campbell".

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



Software Proposal

Created by:

Trisha Clark
webCemeteries
277 Fair Street
Suite 1
Kutztown, PA 19530

Prepared for:

Brian Perkins
City of Monroe, OH
1000 Holman Avenue Monroe, OH 45050
Proposal 157
Sep 8, 2022

Executive Summary

For cemeteries to thrive in an increasingly online economy, simply having a paper record system and static website is not enough. Families want to see what a cemetery has to offer before visiting the grounds or even picking up the phone. What types of properties are available? What does the area look like? City of Monroe, OH's leaders recognize this desire, and seek to improve the cemetery's sales and customer engagement process as well as internal records management process.

We recommend a set of interactive tools that will allow website visitors to browse an interactive map of tours and landmarks, search for loved ones, and share memories and photos to connect with their past and with your cemetery. Your updated website will continually prompt visitors to contact your staff for pre-need planning. These tools are proven to increase conversion of online leads into actionable sales. Behind the scenes, the webCemeteries Records Management System and Enterprise Sales App will transform how your staff collaboratively accesses and manages your cemetery's inventory and records with real-time access from anywhere.

Over 400 cemeteries across the United States and Canada have benefited from our award winning technology solutions, and that number continues to grow. We are excited to bring these solutions to City of Monroe, OH and help you achieve your sales and service goals.

Services

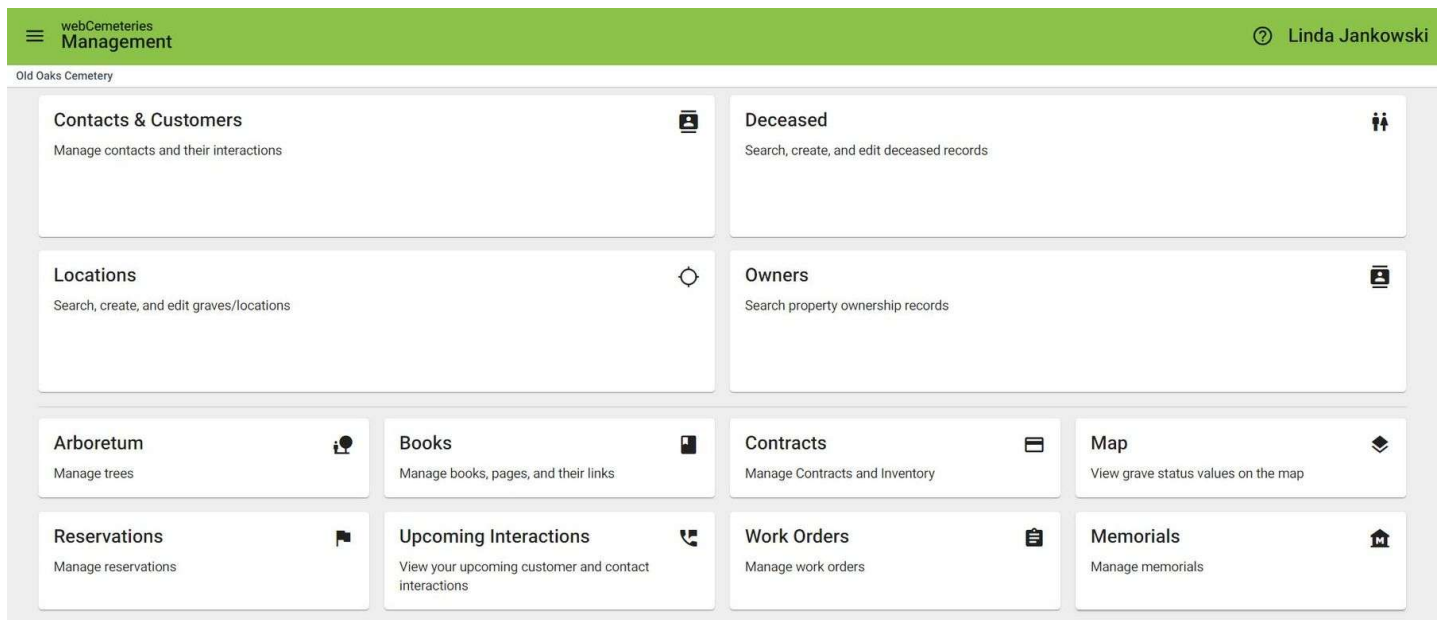
Setup webCemeteries Management Account and Training

webCemeteries will setup the accounts for:

- North Monroe
- Mound Cemetery

The Cemetery staff will have full use of webCemeteries' products to create sales contracts, manage inventory, enter and track owners, burials, memorials, next of kin, work orders, scanned documents and more. If mapping is elected the cemetery will also have access to digital maps, displaying the inventory on an aerial image and color coding the property based on availability.

After the delivery of the software, webCemeteries will provide up to 8 hours of live training via webinar and the cemetery will also have access to phone and email support and our online Service Center with help articles. Additional training beyond this point can be purchased.



Electronic Data Import

The cemetery will provide webCemeteries an export of their electronic data in Excel & Pontem. If the cemetery provides the data in the format template provided by webCemeteries then the data will be imported for the price quoted in the schedule below. This proposal includes 75 hours of time to import the data and review the import with the client. Data from the Source fields will be imported to the webCemeteries account in the Target fields listed below. **If the data requires refinement prior to data import**, i.e., separate out name fields, location fields or address fields to reflect the table below, than a data refinement fee will be assessed in addition to the data import fee. If during review with the client the data requires further adjustment, webCemeteries will charge an additional \$135/hour for this work. **webCemeteries is making the assumption that the data to be imported is limited to the fields listed in the table below. Any additional fields would require an adjustment to this quote.**

Conversion List	
Source	Target
LEVEL2	Location 1
LEVEL3	Location 2
LEVEL4	Location 3
OCCLEVEL	Grave
CM_NOTES	Grave Notes
DEEDNBR	Deed Number
Price Paid	Price
PURCHASE DATE	Date Purchased
OWNER NAMES_DN	CRM Person Name
	CRM Person Address
CM_CONTACTS	CRM Person Phone
	CRM Person Email
	Grave Ownership Link
OCCFNAME	Deceased First Name
OCCLNAME	Deceased Last Name
OCCDOB	Date of Birth
OCCDOD	Date of Death
OCCDATEOFBURIAL	Date of Interment
AGE	Age
SEX	Gender
OCCFORMERADDR1, OCCFORMERADDR2, OCCFORMERCITY, OCCFC	Deceased Address
CM_NOTES, CEMSBRCH	Deceased Notes
BURIALTYPENAME	Burial Type
OCCPLACEOFDEATH	Place of Death
OCCCAUSEOFDEATH	Cause of Death
CVTYPENAME	Vault
CEMFAITH	Church
	GraveStatus (Values: Do Not Use, Empty, For Sale, Unknown)
STATUSNAME	
CEMFNRL NAME	FuneralHome
Document Importation	

Satellite Inventory Mapping

webCemeteries will use the section and lot maps provided by the cemetery to approximate the longitude and latitude of each location on a satellite image of the cemeteries. Locations will be drawn and represented outlining groups of graves (ie: lots, plots, or whichever group designation the cemetery uses above the individual space level) so that each polygon on the map represents that group of graves. Selecting that polygon will display the details about that location including the list of graves. The visual layout of the graves within that group will not be viewed on the map, but can be displayed on the Location screen. In cases where graves are not grouped together they will be drawn at the grave level on the satellite map. The cemetery will be able to view the cemetery by section to identify inventory, showing the representative shape of each location on the satellite map. Because these coordinates are approximated there may be some gaps or overlaps between boundaries, or slight shifting of the boundaries over the satellite image. The mapping will be considered complete when the largest overlap, gap or shift is less than ten feet.

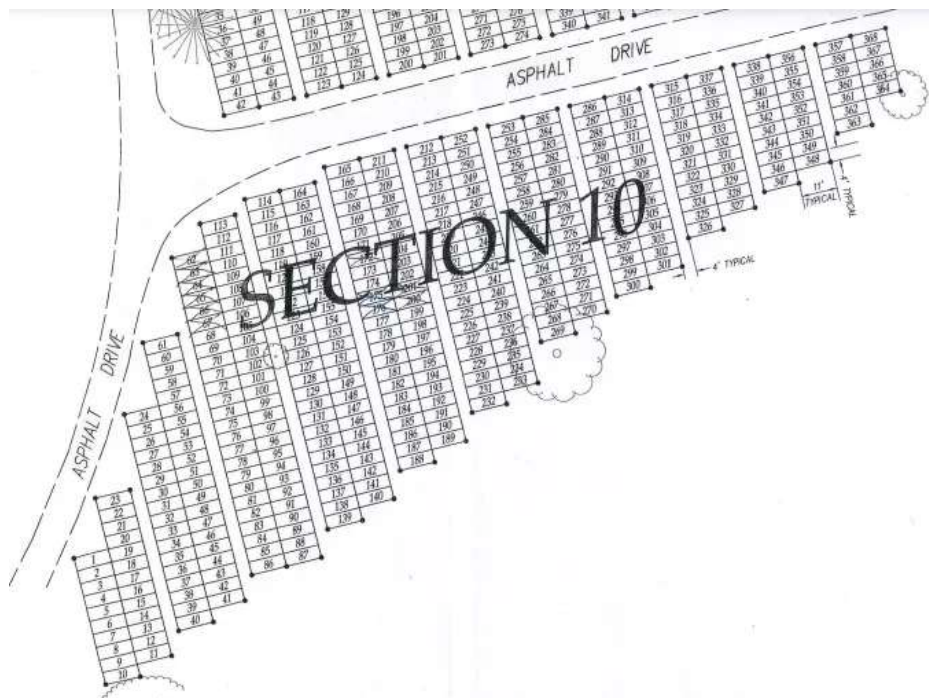
Records where the provided map does not match the electronic property inventory structure in the database will be flagged for review and possible entry by the cemetery, or can be quoted separately as exceptions for data cleanup. These records or spaces will not be mapped as part of this project.

The following areas will be mapped as part of this contract:

Area	Quantity
Hours of GIS mapping	0
Acres of in ground mapping	19
Community mausoleum spaces	0
Community columbaria spaces	0



Sample of Cemetery's source maps:



Section 18

On-site Imaging

Images will be captured and made available for 30 days to the cemetery for download off of a Google Drive link.

Page 56

Data Entry Process

A. Identify cemetery contact, key fields to capture and keep records up to date

The Cemetery's contact for this project is:

The goal of this process is to link the images of the documents to the inventory that was Imported. Fields or notes not listed in the table will not be entered into the system. The scanned image of the document will be linked to the record and available for viewing these additional fields. Note that the estimated number of documents or records has been provided by the cemetery and if the actual number of documents or records is greater then the cost for the data entry will increase.

In order to ensure that the webCemeteries database is complete, the cemetery will keep track of new sales and burials during the course of the project so that the cemetery staff can enter these records directly into the webCemeteries program once the project is complete.

The table below identifies what action will be taken with each record type beyond data entry.

Record Type	Quantity	Record Purpose
Lot Cards and Interment Cards	1500	Linking Only

Sample documents:

Name		Last		First		Prefix No.	
Address		320 Madison Ave		Monroe		Date of Death	
Age		103		F		W	
Cemetery		Cemetery		Cemetery		Place of Death	
Address		Care of Dudley Conrad		F		F	
Care of Death		Rox #1		Address		Registration Dist. No.	
Funeral Home		Section 9		Lot 119		Grave 3	
Lot Owner		Thomas Leitch		Funeral Home		Monthly Record	
Address		142		Ledger		Lot Card	
INTERMENT CARD		MONROE CEMETERY		C. of D.		C. of D.	

1 John W. Epple
2 Emil G. Epple
3 Anna K. Epple
4 Anna Sophie Epple
Amelia P. Epple
John Adam Epple
7 John Epple

B. Create rules for interpreting the documents

Because the format of cemetery documents change over the course of the organization's life, because there are stylistic differences in how different generations document the records, and because there is a level of human error involved in paper record keeping, it is necessary to have a certain level of analyzation and interpretation when entering the records. webCemeteries' Data Project Manager works with the cemetery staff to understand the nuances of the records and establish rules for interpreting the documents. During the course of the data entry, if a record does not comply with one of the rules it is flagged for review by the Data Project Manager and/or cemetery staff. In some cases, this results in the creation of a new rule to be applied to other similar documents. The quoted price assumes that fewer than 5% of the records will need to be flagged and reviewed in this manner and should a greater number of records require this review the project price will be adjusted.

C. Test the rules and entry process

Prior to going into full production, the Data Project Manager will customize the data entry software to conform to the paper records, and will enter a set of records to ensure that the rules for interpreting the documents are clear and comprehensive. The webCemeteries Data Project Manager will review these sample records with the cemetery, and collaborate to determine if any further rules are needed prior to going into full production.

D. Full production and continual review

When the rules and data entry software have been tested, the team will enter full production. webCemeteries will work remotely to link the images of the documents to the property inventory and enter the fields listed in the table above.

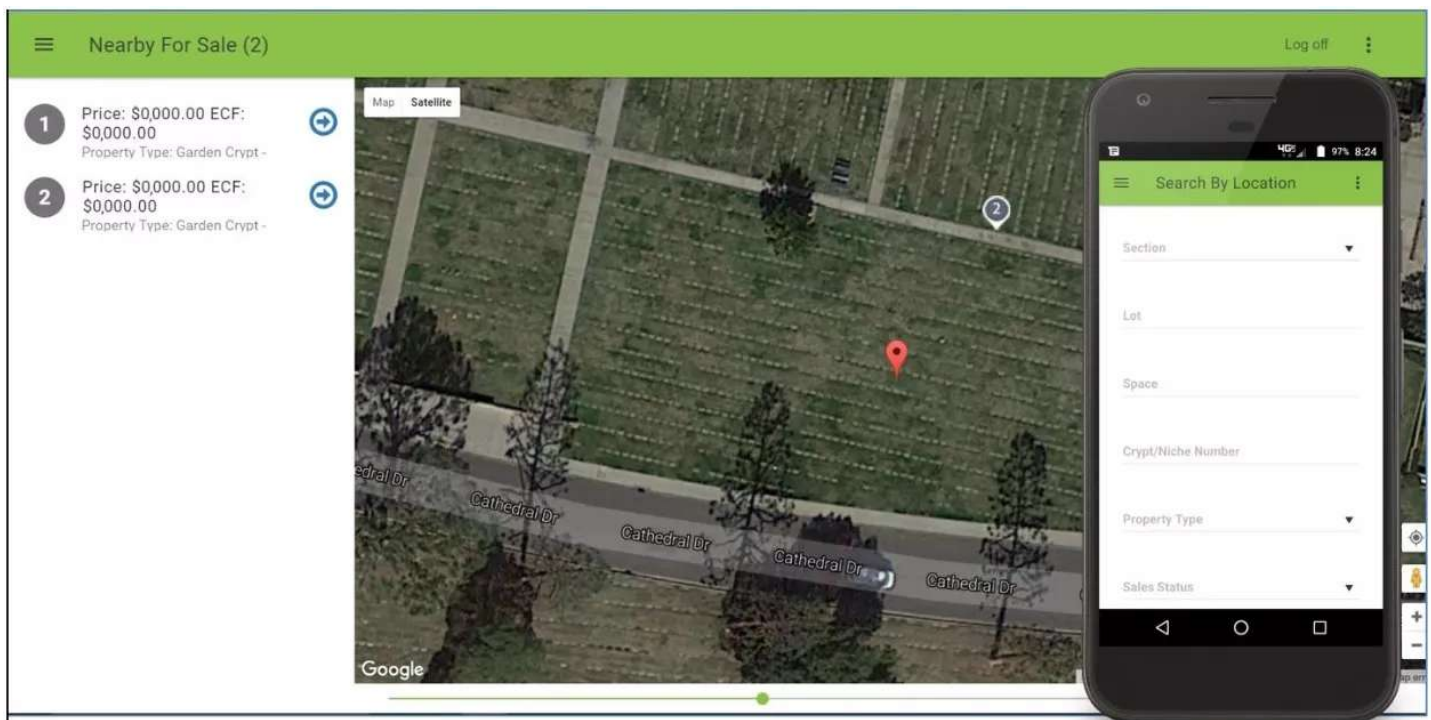
Each team member is trained and tested on the rules for entering the cemetery's records. As they are entering the records, we perform parallel quality control procedures. Because this is a manual process involving the cross-referencing and capturing of old and complicated data sets, while our procedures are designed to maximize accuracy, it is impossible to completely eliminate clerical errors. In order to ensure that the data interpretation rules are comprehensive and that the cemetery is involved during the course of the data entry project, we provide the cemetery staff with a portal to view the records as they are entered. This enables us to identify and correct exceptions to the established rules. It is the cemetery's responsibility to review the records during the course of the project and report any issues discovered.

E. Final review

Upon completion of the data entry work, the webCemeteries data project manager will conduct a final review of the data, run reports on the consistency and accuracy of the data, and also facilitate a final review with the cemetery staff. During the course of the project, the cemetery is involved in the continual review process of the records as outlined above. At the conclusion of data entry, the cemetery will have ten business days to review the final set of data and either report any issues or sign off on the delivery of the data. After the cemetery's sign off on the data any errors or changes are the responsibility of the cemetery and can be made through the software.

Sales App

This private app will allow staff to search the records by owner name, burial name or location (section/lot) to find the record that they are looking for. When the record is found, they will be able to view the location details, owner name, burial name, date of birth, date of death, date of burial, and sales status of the space. For mapped locations, the staff will have the option of having GPS navigation to the area and searching for available “for sale” property around the space that is being viewed.



Remember My Journey Burial Search and Memorial Pages

webCemeteries will work with the cemetery's webmaster to add a Locate a Loved One page to their website. Visitors will be able to search through an interactive map of the cemetery to find the burials they are looking for, view tours of the landmark locations, access the memorial pages and receive GPS navigation to the area. This search interface is also available in a kiosk mode.

Through the memorial pages visitors will also be able to view and submit memories, stories, photos and videos, which will automatically build a timeline of that person's life. The cemetery will be trained on how to screen these submissions.

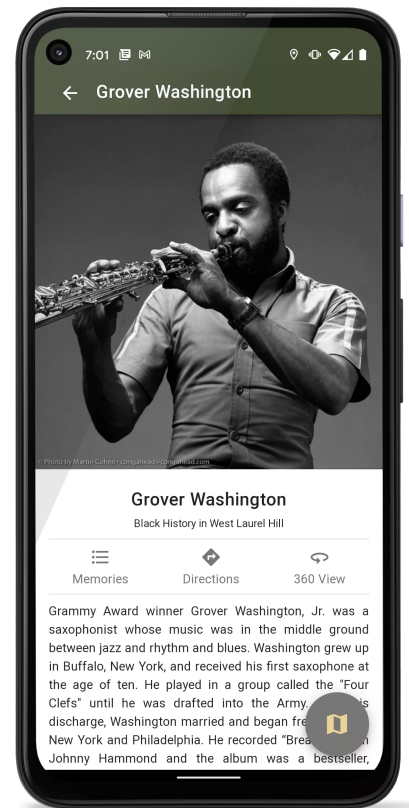
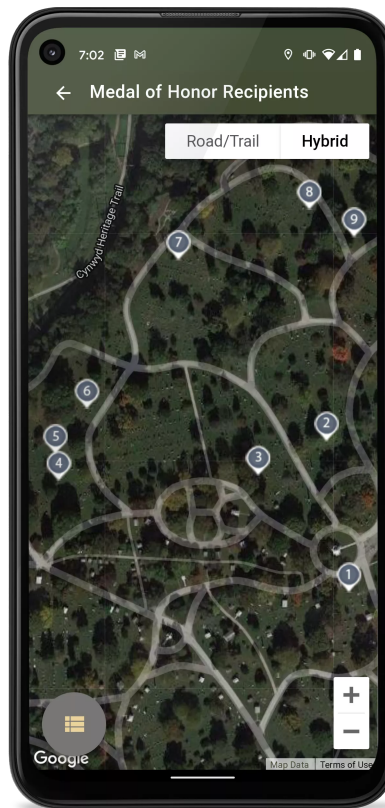
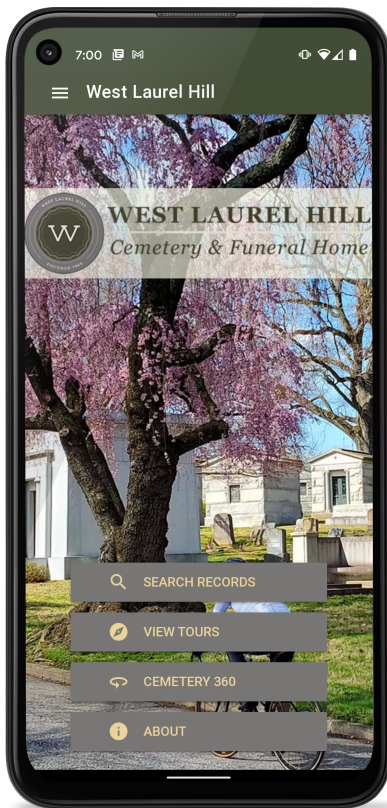


Branded Mobile App

webCemeteries will create a branded mobile app for the cemetery that can be downloaded off of the cemetery's website to visitor's phones. This progressive web app will allow visitors to search the cemetery's burial records with GPS navigation to the area and access to memorial pages, view and navigate tours of landmarks and features including a featured image, written description, audio file, video and outside link. The cemetery will be able to brand this app with a custom cover image, app icon, and colors for buttons and banners.

Website Creation

webCemeteries will work with the cemetery to create a new website. Our designer will create a new professional design for the site to showcase the cemetery's property and services, and populate the site with content provided by the cemetery. The process and scope of this work is outlined in the attached Appendix, Website Creation Process.



Tour Information

[Back to Tour](#)

[Next](#)

"Duke" Ellington

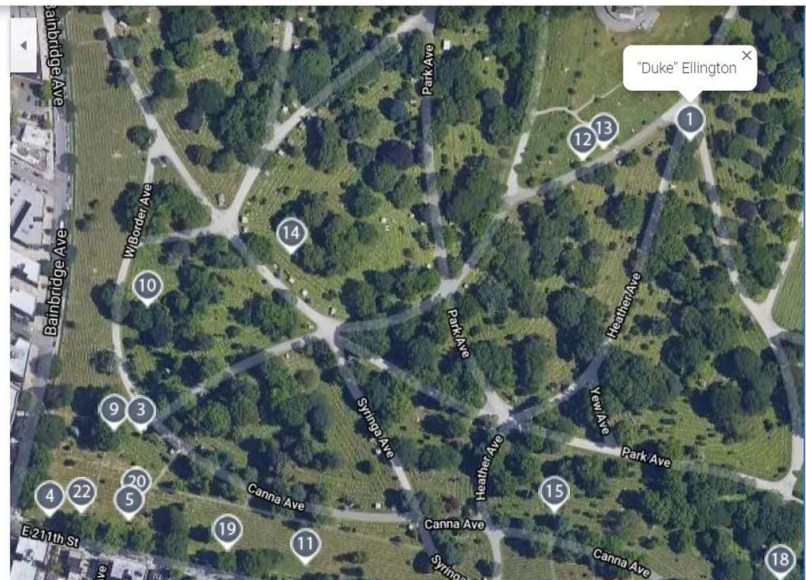
Black History



[Youtube Link](#)
[Get Directions](#)

[External Link](#)
[360 Ground View](#)

"Duke" Ellington



Testimonials & Case Studies

Arlington Cemetery, Drexel Hill, PA - Mapping and Data Analysis

Arlington Cemetery is one of the leading cemeteries in the Philadelphia area. The cemetery is comprised of 130 acres, with around 100,000 burial records across the cemetery.

Prior to working with webCemeteries, Arlington maintained a partial database as well as a paper system of cards, books and paper maps. webCemeteries converted the data and maps into one central cloud based system for the cemetery. At the completion of this project, Arlington stopped using the paper records, and their entire organization is working off of the webCemeteries system.

In the words of Gary Buss, President of Arlington Cemetery, “we have been using webCemeteries for six years and feel that the program gets better and better each year. They work with us to understand our needs and challenges and then provide a technology solution that works. Converting our files was simple and cost less than I had expected. I would recommend that any cemetery considering a solid record-management program call webCemeteries for a proposal.”

Forest Lawn, LA - Enterprise Sales Application

webCemeteries was the first company in the industry to offer mobile app technology to cemeteries. In 2019, webCemeteries rebuild its Enterprise Sales App which is used to streamline the property selection and sales process.

The Sales App provides flexible options for finding property near loved ones, features or through an inventory map and helps families visualize the property. The upgraded app also includes a new Reservation system that allows staff to place varying types of holds on property including automated followup reminders.

Forest Lawn Memorial Parks and Mortuaries has been a primary stakeholder providing feedback on the evolution of this platform, first going live in 2017 with nearly 300 users. In the first day of testing from the field one of their managers made three property sales. The app enables them to bring Forest Lawn to their families and has shortened their sales cycle. Years later, the executive team reports that the app remains integral to their sales process across the organization.

Your Investment

Proposal is valid for 90 days. 50% deposit due upon signing, 30% upon completion of the mapping and 20% upon delivery. The client will provide access when requested to the necessary data and map materials. It is advised that the client will provide next business day answers to questions and complete the data and/or map reviews within 10 business days.

Selected Products							
Management System		☒	Public Toolset (Adv)		☒	Public Toolset (Basic)	☐
Mapping		☒	Imaging		☒	Data Import	☒
Data Entry		☒	Website		☒	Training	☒

Product Pricing	Price	QTY	Subtotal
Software Setup, Mapping, Data Import, Scanning, Linking and Training, Website Creation	\$34,914.00	1	\$34,914.00
Total			\$34,914.00

Name	Price	QTY	Subtotal
Software as a Service (SaaS), monthly license, hosting and support for the software	\$319.00	12	\$3,828.00
Monthly Website Hosting	\$49.00	12	\$588.00
Total			\$4,416.00

Software as a Service Overview

webCemeteries is a cloud based records management and customer service platform that helps cemeteries safely and securely manage internal records and serve customers more efficiently. As a cloud based system webCemeteries software is considered “Software as a Service” rather than software that is locally installed and maintained on the cemetery’s local computer network. This comes with many benefits, including:

- Automatic upgrades to the software: You receive automatic upgrades to the management system and do not need to worry about installs or migrating to newer versions.
- Automatic off-site backup of your data: Your data is automatically backed up off-site following industry standards for security.
- Off-site accessibility: Your staff can access your records and software from anywhere with an internet connection.
- Software security: Your software and system is kept up to date from a security standpoint, and as a cloud based system if your local computer or network is compromised your software is still safe.
- Hardware savings: Your only requirement to use the software is having access to the internet. This saves you the cost of servers, networking and other local infrastructure.
- Access to a growing number of modules: The system currently allows you to track and manage inventory, owners, deceased, sales contracts, electronic payments, documents, tree inventory, and work orders, and more modules and features are regularly added at no additional cost.
- Unlimited number of user licenses: Where many systems charge for each person using the software, your webCemeteries license allows you as many users as you need.
- Customer support: You have access to our live support team by phone, email and video call, and you also have access to our knowledge center where you can access training documents and videos.

Project Contingency

Our project quote is an estimate based on the specifications detailed in this document. With any project, there is always risk and uncertainty. Unknown complications can arise, leading to schedule delays or deviations from the scope of the project. To mitigate this, we have included a basic contingency budget. This will reduce the likelihood of cost overruns.

As this contingency budget is not intended to cover major changes in project scope, we have determined that a contingency budget of 15% separate from the project cost outlined in this table will be enough to cover the potential need for additional design time, labor, and materials.

This budget will only be accessed through a structured management process, with input from both parties. A detailed cost estimate will be written, and project scope changes must be agreed upon prior to any contingency utilization.

Client Terms and Conditions

1. Services; Grant of License. In consideration of the fees stated in the Order Form and subject to the terms, conditions and restrictions set forth herein (together with the Order Form, this "Agreement"), Vast Data Concepts, LLC dba webCemeteries.com ("webCemeteries.com") shall make the Services available to Client during the Term (as defined herein). Client agrees that its purchase(s) hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by webCemeteries.com regarding future functionality or features. Subject to the terms of this Agreement, webCemeteries.com hereby grants, and Client hereby accepts, a non-exclusive, non-transferable, non-sublicensable, limited term license, during the Term, for Client to access and use, solely for its internal business purposes, the Services identified on the Order Form, on a hosted basis.

2. Term; Renewal; Termination. This Agreement is effective as of the Order Form Effective Date and will continue until the Services have been completed, expired or terminated. The term described in an Order Form will commence upon the Order Form Effective Date and continue for a period of three (3) years unless a different time period is set forth in the Order Form (the "Initial Term"). After the Initial Term, unless stated otherwise in the Order Form, the Agreement will automatically renew for successive one (1)-year renewal terms (each a "Renewal Term" and together with the Initial Term the "Term"). This Agreement and any Services may be terminated (a) by the non-breaching party if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving notice thereof or (b) by either party at the end of the then-current term upon not less than ninety (90) days' prior written notice to the other party.

3. webCemeteries.com Responsibilities. During the Term, webCemeteries.com will be responsible for the following:

- a. Initial account set-up and Client onboarding;
- b. Using commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for downtime related to the performance of system maintenance and upgrades or Force Majeure Events;
- c. Providing timely (i.e., within two (2) business days) responses to questions or concerns from Client regarding the Services; and
- d. Any other Services expressly described in the Order Form, if any.

4. Fees; Payment Terms. In consideration of the Services to be provided by webCemeteries.com as specified in the applicable Order Form, Client shall pay all fees specified therein in accordance with the payment terms provided in this Agreement. Except as otherwise specified herein or in an Order Form, (a) fees are quoted and payable in United States dollars, (b) fees are based on Services purchased, and (c) payment obligations are non-cancelable and fees paid are non-refundable. webCemeteries.com will invoice Client as provided in the applicable Order Form, with the first invoice to be issued upon execution of the Order Form. Unless otherwise stated in the Order Form, invoices are due and payable within thirty (30) days after receipt thereof by check, wire transfer or other form of electronic payment accepted by webCemeteries.com. Client is responsible for maintaining complete and accurate billing and contact information with webCemeteries.com. If any fees or charges under any Order Form are not received when due, then at webCemeteries.com's discretion, (y) such amounts may accrue interest at the rate of 1.5% of the outstanding balance per month or the maximum

rate permitted by law, whichever is lower and/or (z) Client shall pay on demand all out-of-pocket costs (including attorney fees) reasonably incurred by webCemeteries.com to collect such fees or charges. If any amount owing by Client under this Agreement is ten (10) or more days overdue, webCemeteries.com may, without limiting its other rights and remedies, suspend Services to Client until such amounts are paid in full. Fees are exclusive of legally applicable taxes, levies, duties or similar governmental assessments, including goods and services, value-added and sales taxes (collectively, "Taxes"). Client shall be responsible for all taxes on fees, except for taxes on webCemeteries.com's income. Where webCemeteries.com is legally obligated to pay or collect Taxes for which Client is responsible, Client will be invoiced, and shall pay all applicable Taxes, unless Client provides a valid tax exemption certificate by the appropriate taxing authority. Following the Initial Term, webCemeteries.com may increase the fees for any Renewal Term upon written notice to Client, in which case Client shall have the option to terminate this Agreement by written notice delivered to webCemeteries.com during the thirty (30)-day period immediately following Client's receipt of the notice of price increase.

5. Restrictions; Ownership; Feedback.

- a. Restrictions. Client shall not: (i) decompile, disassemble, reverse engineer or attempt to identify, reconstruct or discover any source code, object code, underlying ideas, user interface techniques or algorithms of the Services or disclose any of the foregoing; (ii) transfer, encumber, disclose, distribute, sell, sublicense, assign or otherwise use, except as expressly provided herein, the Services; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Services; (iv) circumvent, violate or exceed any user limits (in terms of quantities, named users or otherwise) or other use restrictions that are set forth in this Agreement or that are built into the Services; (v) use the Services for a purpose not intended by this Agreement or violate the license restrictions set forth in this Agreement; or (vi) use the Services in a manner that damages, disables, degrades the performance of or overburdens webCemeteries.com's platform for use by others.
- b. Ownership. The Services are the proprietary intellectual property of webCemeteries.com, which contain trade secrets and are protected by copyright law. Subject to the license granted hereunder, webCemeteries.com retains sole and exclusive ownership of all right, title, and interest in and to the Services and any other technology used to provide the Services. Any and all enhancements, modifications, corrections and/or derivative works that are made to the Services will be considered part of the Services for the purposes of this Agreement and will be owned by webCemeteries.com.
- c. Use of Aggregated Non-Identifiable Data. As between Client and webCemeteries.com, Client is and will remain the sole and exclusive owner of all right, title and interest in and to Client's data, including all intellectual property rights thereto. Notwithstanding the foregoing, webCemeteries.com shall have the right to use any aggregated non-identifiable data collected by it in connection with this Agreement at any time and for any legitimate business purpose.
- d. Feedback. webCemeteries.com may, without restriction, use, reproduce, copy, sell, license, distribute, publicly display or perform, incorporate into its platform or otherwise exploit any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the operation of the Services.

6. Suspension/Termination of Access to Services. webCemeteries.com reserves the right to suspend or terminate access to the Services at any time with or without notice. Unless suspension or termination is a result of a violation of this Agreement or in the case of a suspension necessary for risk-mitigation purposes, Client will be entitled to a pro-rata refund of any pre-paid fees for the suspended or terminated Services.

7. Publicity. Client agrees to (a) participate in a press release following the execution of this Agreement naming Client as an enterprise user of the Services, (b) allow its name and logo(s) to be used in webCemeteries.com's platform, sales materials and user literature, and (c) the use of its name and logo(s) in a listing of webCemeteries.com's other enterprise users. Client shall also make reasonable efforts, upon webCemeteries.com's request from time to time, to serve as a reference and participate in case studies and other promotional activity.

8. Confidentiality. Each party will maintain as confidential and not disclose (except to its employees, accountants, attorneys, advisors, affiliates, and third party service providers of the receiving party with a need to know in connection with the

receiving party's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information"). Confidential Information does not include any information that is (a) already known to the receiving party prior to disclosure by the disclosing party; (b) or becomes publicly known through no breach of this Agreement; (c) proven to have been independently developed without the use of the disclosing party's Confidential Information; (d) obtained from a third party that is not, in good faith belief to the receiving party, under any legal obligation of confidentiality; or (e) permitted, in writing, to be disclosed by the disclosing party. Each party agrees to protect the disclosing party's Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party has the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorney fees) incurred in connection with such unauthorized use. The receiving party is liable to the disclosing party for any use or disclosure in violation of this Section. Notwithstanding anything to the contrary set forth herein, the receiving party may disclose Confidential Information pursuant to any applicable statutory or regulatory authority requirement or court order; provided that the disclosing party is promptly given written notice (unless prohibited by law) of such requirement so that the disclosing party may object to such disclosure, and provided further that the scope of such disclosure is limited to the extent reasonably possible.

9. Warranties and Disclaimers.

- a. Each party represents and warrants to the other that it has the legal power and authority to enter into this Agreement.
- b. Except as expressly provided in this Agreement, neither party makes any warranties of any kind, express or implied. Each party specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability, non-infringement or fitness for a particular purpose to the maximum extent permitted by law. webCemeteries.com makes no warranties regarding any content or data provided by webCemeteries.com or through the Services, including, without limitation, the type, quantity or quality of content or data. webCemeteries.com cannot guarantee that the Services will not contain any objectionable content.
- c. Except as expressly provided in this Agreement, webCemeteries.com will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. webCemeteries.com has no obligation to provide Client with any technical support in connection with Client's use or attempted use of the Services.

10. Indemnification. webCemeteries.com shall indemnify, defend and hold harmless Client, its officers, directors, employees, agents and other advisors and representatives, and successors and assigns, from and against any and all claims, actions, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney fees and other costs of defense) of a third party ("Claims") regarding or relating to copyright, trademark, patent or other infringement pertaining to the Services. Client shall indemnify, defend and hold harmless webCemeteries.com and any of its officers, directors, employees, agents and other advisors and representatives, and successors and assigns, from and against any and all Claims arising from Client's breach of this Agreement.

11. Limitation of Liability. NEITHER PARTY NOR ANY OF ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, INCLUDING DAMAGES FROM INTERRUPTION OF BUSINESS, LOSS OF INCOME OR OPPORTUNITIES, LOSS OF USE OF THE SERVICES, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS MEMBERS, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE TOTAL FEES PAID BY THE CLIENT UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO (I) THE CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, (II) THE CLIENT'S INDEMNIFICATION OBLIGATIONS, OR (III) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. Miscellaneous.

- a. Non-Exclusive Services. Nothing in this Agreement will be construed as to create an exclusive relationship between Client and webCemeteries.com beyond those terms and conditions explicitly agreed to in this Agreement. Client acknowledges that webCemeteries.com solicits (or may solicit) and performs (or may perform) similar services on behalf of other clients.
- b. Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
- c. Waiver and Amendment. Except as provided below, this Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written agreement between the parties. The waiver by any party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any subsequent breach. Each party agrees that this Agreement shall be amended as necessary to comply with applicable law.
- d. Independent Contractor. webCemeteries.com is an independent contractor and not an employee of Client. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venturer, employer or employee of the other party.
- e. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by US mail, certified, return receipt requested, postage prepaid, by e-mail, or by pre-paid overnight courier. Notices shall be effective upon their receipt by the party to whom they are addressed.
- f. Assignment. This Agreement may not be assigned by Client without webCemeteries.com's prior written consent, which consent will not be unreasonably withheld.
- g. Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable laws related to the protection, privacy and disclosure of personal information.
- h. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, terrorism, acts of God, war, civil unrest or strikes (a "Force Majeure Event") provided that the affected party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.
- i. Equitable Remedies. In addition to any other available rights and remedies, any breach of this Agreement by Client may be enforced by webCemeteries.com by means of equitable relief (including injunctive relief) and Client hereby waives any objection that Client may have to webCemeteries.com's application to a court of competent jurisdiction for equitable remedies.
- j. Governing Law and Disputes. This Agreement and any dispute arising hereunder is to be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles, and is subject to the exclusive jurisdiction of the federal and state courts located in the County of Philadelphia in the Commonwealth of Pennsylvania, and each party consents to the exclusive personal jurisdiction and venue of such courts.
- k. Compliance with Google Maps/Google Earth Terms. By using the Services, Client acknowledges and agrees to comply with the Google Maps/Google Earth Additional Terms of Service available at https://maps.google.com/help/terms_maps.html and the Google Privacy Policy available at <https://www.google.com/policies/privacy/>. Client further acknowledges and agrees that webCemeteries.com (i) does not charge Client any fees for the use of Google Maps/Google Earth in connection with the Services, and (ii) has no obligation to use Google Maps/Google Earth data and may use different sources of mapping data from time to time during the Term.

Acceptance

This webCemeteries Order Form (this "Order Form") is entered into as of the Effective Date by and between Vast Data Concepts, LLC dba webCemeteries ("webCemeteries") and the client identified below ("Client"). Any capitalized terms used but not defined in this Order Form will have the meanings ascribed to such terms in the Client Terms and Conditions attached to this Order Form.

This Order Form is subject to, and incorporates by this reference, the Client Terms and Conditions attached to this Order Form, the most recent version of which can be found at the webCemeteries.com website.

Acknowledged and agreed by the parties hereto as of the Effective Date, _____.

Signatures

Purchaser Signature:

_____ **Name:** _____ **Title:** _____

Billing Contact:

Phone:

Billing Address:

City, State, Zip:

Billing Email:

webCemeteries Signature:

_____ **Name:** _____ **Title:** _____

APPENDIX: WEBSITE CREATION PROCESS

Summary

This SOW is for webCemeteries to perform the tasks necessary to develop a new website for the Cemetery. For this project, the requirements to be met are:

- Develop a new design for the Cemetery's website.
- Implement the new design.
- Populate the new design with content.
- Incorporate specific, advanced features within the site design.
- Train the Cemetery on the new site, including basic maintenance.
- Deploy the site to webCemeteries' production server.

For each of these goals, webCemeteries will perform the tasks necessary to complete the goal and will work closely with the Cemetery's point of contact to communicate status, make progress, and resolve issues.

Milestones

The goals defined in the Engagement Summary will be broken into milestones. These milestones exist to allow both the Cemetery and webCemeteries to ensure satisfaction throughout the development process, provide opportunity for more regular feedback, and provide a natural point for delivering and invoicing on specific pieces of work. For each milestone, webCemeteries will perform the tasks necessary to complete the milestone.

Milestone 1: Initial Design Selection

Work with the Cemetery contact to iterate on possible designs. These designs will be provided via way of screenshots.

- The designs will include: front-page example and child-page example.
- The designs will work on mobile and desktop.
- Work with the Cemetery to make a final selection of a design.
- The initial design examples will be populated with filler content.

In this milestone, the basic website structure is assumed to have between 5 - 7 pages. This design phase will vet specifics.

Materials Needed from Cemetery at the Start of the Project

- 1 High resolution .JPG or vector copy of the Cemetery logo.
- 2 Colors to be used in the design.
- 3 A minimum of 10 high resolution images to use in the initial site design.
- 4 Confirmation of pages to be included in the website, as defined by the site map.

Milestone 2: Page Mockups and Functional/Shell Prototype

Upon selection of the design by the Cemetery, webCemeteries will build and develop the external shell of the design. This includes: layout, formatting, integration of plugins, etc.

This step will provide a demonstration of the shell layout, which will include placeholder content (image stubs, “Lorem Ipsum” text, etc.)

Specific pages typically recommended include:

- Front Page
- Locate a Loved One
- Available Property Options
- Memorial Options
- Cremation Options
- Pre-Planning
- About Us
- Resources
- Gallery
- FAQs
- Contact

Milestone 3: Content Population

Laying out the website content:

- webCemeteries will work with the Cemetery to integrate content into the website. It is the responsibility of the Cemetery to provide all content in a ready to use fashion, meaning that webCemeteries will not be required to perform copy editing on the text or photo manipulation on the images. The Cemetery will provide all of the content to webCemeteries using the Template for Submitting Content document.
- The Cemetery will be able to review the content.
- webCemeteries will provide up to 1 hour of adjustments to the content after initial review. Adjustments beyond 1 hour will be quoted separately and may impact the delivery timeline.

Materials Needed from Cemetery Within 4 Weeks of Project Start

- 1 Text for each page of the site that will be going live upon Deployment.
- 2 High resolution photos for each page that will be going live upon Deployment.

The Cemetery will provide all of the content to webCemeteries using the Template for Submitting Content document.

Milestone 4: Advanced Features and Integration

webCemeteries will integrate the Cemetery's site with the following tools and functionality (Check all that apply. If unchecked, these services can be quoted separately.):

- Remember My Journey Search and Memorials (if requested, additional quote required)
 - Visitors will be able to search by name for a loved one and view and submit memories to create a timeline of their life journey.
- eCommerce (starting at \$1,000 setup, \$279/year support, and cemetery pays credit card processing fees)
 - Online store to sell flowers and other merchandise. webCemeteries exclusively supports use of Square, Stripe and Paypal as credit card processors.

- Advanced Calendar/Upcoming Events (starting at \$100/year)
 - This will allow the cemetery staff to enter the name, description and dates of upcoming events to be displayed through a feed on the website and can include recurring events, RSVP and custom design.
- Advanced Contact Form (starting at \$100 setup)
 - This can include a custom layout and collection of additional information from the visitor.
- Live Chat - starting at \$30/month. Can vary greatly based on number of Customer Service Reps and desired features.
- Landing Pages - starting at \$100/page
- Marking Mail Service Integrations (e.g. Constant Contact, MailChimp, etc.) - starting at \$90/year
- Mutli-Language Websites - starting at \$60/year. Will quote based on level of integration.
- Social Media Feed Integration - \$25 per feed set up
- SEO/User Tracking: Google Analytics
 - The Cemetery will provide webCemeteries with the code needed from the Cemetery's Google account to activate the Google Analytics tracking.

Materials Needed from Cemetery Within 8 Weeks of Project Start

- 2 Google Analytics Code from Cemetery's Google Account.

Milestone 5: Testing, Training, Deployment and Updates

Deploying the website:

- webCemeteries will create a management account for the Cemetery.
- webCemeteries will provide one hour of training to the Cemetery on the use of the website.
- webCemeteries will deploy the site to the hosting servers into a production environment.
- The Cemetery is responsible for pointing DNS entries to the new servers. webCemeteries will provide support as needed.

- During training, the Cemetery can be trained on how to make changes to the content of certain pages, such as Events and eCommerce (where applicable). Changes to other pages will be made by webCemeteries. The monthly hosting fee includes one content change per month (ie: replacing a photo or updating a section of text on the website). Additional changes can be made at the current hourly rate.

webCemeteries is not responsible for any issues created from edits made to the site by the Cemetery. If webCemeteries must make fixes, the Cemetery will be billed at webCemeteries' hourly rate.

Deliverables

- **New Website**, Fully Deployed. This includes the items described above.
- **Training**. Training for one employee, including accounts.

System Requirements

At the time of this contract signing, webCemeteries will support the latest version of the following web browsers: Chrome, Firefox, Safari, and Edge. We will provide on-going support for new versions of these browsers while your system is under our management, but reserve the right to modify this list based on ongoing internet trends and technical judgement.

Schedule

The following is an approximate high-level schedule for the completion of the above milestones. Note that the actual start date and schedule of the project will be determined by webCemeteries after approval of the project.

Milestone	Expected Completion Time
Milestone 1 (Design and Wireframe)	Week 2
Milestone 2 (Deploy Prototype)	Week 4
Milestone 3 (Content Population)	Week 8
Milestone 4 (Advanced Features)	Week 12
Milestone 5 (Deployment)	Initial release after 4 weeks (Milestone 2), final release after 12 weeks.

Note that the Cemetery's provision of content materials (text and images) as well as timely review, feedback and approval of the milestones is critical to the schedule of the project. In the event that content materials or review, feedback and approval are not available from the Cemetery after the 16th week of the project, the monthly hosting fee will begin in order to cover additional project management costs.

Resources

webCemeteries will provide one Project Manager to manage any and all work necessary to achieve the Milestones. This person will have authority to make decisions on the website design and content.

The Cemetery will provide one individual who is responsible for primary communication on the project, responsible for providing all content for the site, available for clarification of details, and who will provide approval and receipt of all milestones.

ADA Website Compliance

If this option is elected, the website will be updated to implement at minimum WCAG 2.1 Level AA regulations as determined by Lighthouse Accessibility Audit. webCemeteries currently uses Lighthouse Accessibility Audit to test compliance but reserves the right to use other testing tools in the future. Elect option, additional cost will apply on price table: ☐

Costs

This price includes a total of three hours of change requests of which the Cemetery may make requested changes to the site without incurring any additional costs at the current hourly rate. The amount of time a particular request takes is at the discretion and expertise of webCemeteries and all time for these requests will be communicated to the Cemetery. Any requests made beyond these three hours are addressed in Assumptions and Risks, Item 1.

Note that the Cemetery's provision of content materials (text and images) as well as timely review, feedback and approval of the milestones is critical to the schedule of the project. In the event that content materials or review, feedback and approval are not available from the Cemetery after the 12th week of the project, the monthly hosting fee will begin in order to cover additional project management costs.

Assumption/Risk

- 1 In the event of change requests that are beyond the scope of this work, all change requests will be clearly identified and tracked. For each prioritized change request, scope and effort will be estimated and the impact on schedule and cost will be evaluated.
- 2 The Cemetery will be available and will respond in a timely fashion for questions regarding the design and content details should webCemeteries have questions. Delays in response time or delays in decision making by the Cemetery will subsequently delay webCemeteries' ability to deliver on the Milestone schedule described earlier in the document and/or will result in a price increase in order to meet the Milestones.
- 3 The monthly hosting fee includes one content change per month for up to 15 minutes of time (ie: replacing a photo or updating a section of text on the website). Additional changes can be made at the current hourly rate.
- 4 The Cemetery will provide all content including images and copy.



ORANGE: 2" MILL & PAVE

BLUE: 2" Overlay

GREEN: Water Diverter



Estimate

Date	Estimate #
3/6/23	16076

**4751 Linden Ave
Dayton, OH 45432**

937-252-9994

Name / Address	TERMS	DUE DATE	REP
City of Monroe 223 S. Main Street Monroe, OH 45050 Phone 513-502-5973 Attn: Gary Morton	Net 30	4/5/23	JR

DESCRIPTION	TOTAL
RE: Police Station 223 S. Main St. Monroe, OH 45050	
Asphalt Paving Back Lot @ 1,128 S.Y.	31,840.00
Mill transitional butt joints at all transitions and drains and export debris to approve dump site	
Full depth patch repair @ 85 S.Y.	
Apply Petro Tac over large cracks do prevent reflective cracking	
Apply Tack Coat	
Install, roll and compact 2" 448 Type 1 Asphalt Surface Course PG64-22	
Install 2 New Loop Detectors for Automatic Gate	
Sales Tax	0.00

Due to the price volatility of asphalt, proposals are valid for 15 days. A written acceptance must be received within 15 days for us to lock in your price at the proposed amount. Payment is due upon completion.	Total \$31,840.00
All work is guarenteed for 1 yr. Oakley Blacktop is not responsible for damage to cement aprons, underground wires or pipes during excavation or paving. Oakley Blacktop is not responsible for base prepared by others. We will furnish all labor and materials as specified. Any alterations or deviations involving extra costs will be executed upon written consent, and will become a charge over and above the esitmate. All workers covered by Workers Compensation Insurance. Payment due as specified, or 1.5% interest. Credit Card payments are subject to a 3% surcharge	Signature of acceptance



Queen City Blacktop Co. Inc.
2130 Osterfeld Street
Cincinnati, OH 45214
513-251-8400 main office
513-557-4132 main office fax
www.queencityblacktop.com

Page 1 of 1

Veteran Owned Business Since 1978

Asphalt Pavement Maintenance Proposal

Date: 2/27/2023
To: City of Monroe
Attn: Gary Morton
Project: Monroe Police Station
Project Address: 605 S. Main St.
Monroe, OH

Phone: (C) 513-502-5973

Email: mortong@monroeohio.org

RE: **Police Station Asphalt Repairs**

<u>Image Color</u>	<u>Item No.</u>	<u>Bid Items Description</u>	
ORANGE	1	<u>2" Mill & Pave, 2" Overlay, and Water Diverter (est. 1,050 sq. yds.)-2 Mobilizations</u> Mill Area 2" and Haul Materials Off-Site Clean Area To Be Paved Furnish and Install Trackless Tack Coat To Milled Area and Driveway Area Furnish, Install and Compact 2" (Compacted Thickness) of ODOT #448 Asphalt Surface Course	
ORANGE & BLUE GREEN		Install Asphalt Water Diverter Install New Gate Loop Hot Tar Seal Joints at Existing Asphalt Surface	
			Total Alt Bid 2 \$ 30,935.00

Exclusions:

Permits, Bonds, Fees, Inspections
Additional Soft spots, Base Failures Will Be An Extra To The Contract
2023 Material Price Increases (If Applicable)

Inclusions:

Proposal Based on BASE BID Price
2023 Weekday Work
Mobilizations Indicated (Additional Mob's @ \$3,000.00 EA)
Tax Exempt

QCB is Certified Through The VA Vets First Small Business Program, No. 091828426 (www.vip.vetbiz.va.gov)
QCB is a Veteran Owned Business, State Of Ohio VBE Certification No. VBE17-00330
QCB is a certified City of Cincinnati SBE, Certification No. 236001; Federal ID 31-1010661
QCB is a licensed City of Cincinnati Street Contractor

Contact :

Lance Porter
Mobile: 513-616-9611
Fax: 513-557-4132
Email: lance@queencityblacktop.com
with any questions regarding this proposal

Accepted By _____ Date _____

Lance Porter, Estimator

PROPOSAL FOR

Parking Lot Repair & Resurfacing Monroe Police Station

NORMAC COMPANY LLC

222 W. Oxford State Road

Middletown, Ohio 45044

Contact: Norm McGee

Cell: 513-505-8970

Office: 513-217-6205

Plant: 513-442-8408

Fax: 513-217-6210

Proposal To: City of Monroe
601 S. Main Street
Monroe, Ohio

Attn: Mr. Gary Morton

Date: 3/10/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Repair & Resurface Lot	1	l.s.	32500.00	\$ 32,500.00
					\$ -
					\$ -
	Incs: Remove & Replace				\$ -
	Pavement Failures. Misc.				\$ -
	Areas To Be Milled & Select				\$ -
	Crack Tape To Be Installed.				\$ -
					\$ -
	2" Asphalt Overlay To Existing				\$ -
	Lot.				\$ -
					\$ -
					\$ -
					\$ -
					\$ -

GRAND TOTAL \$ 32,500.00

NOTES: Prices Firm As Noted.
Until 7/1/23

ACCEPTED BY:

TERMS: On Completion / No Retainers

QUOTE: Firm If Accepted Within 21 Days Of
Bid Date.

DATE: _____

CITY OF MONROE

Rules of Council

A. Compliance – Sunshine Rule

At the time of adoption of these Rules of Council, it is the intent of Council to be in full compliance with “~~Ohio Sunshine Laws~~The Sunshine Rules of the State of Ohio”. Any subsequent amendments to the State statutes which creates conflict with these Rules shall take precedence and shall be considered affective upon passage by the State.

B. Meetings.

1. Special Meetings: Council shall hold such special meetings as may be found necessary. Such meetings will be called by the Clerk of Council upon the request of the Mayor or two or more members of Council. Any such vote or request for the calling of a special meeting shall state the subject or subjects to be considered there at, and no other subject or subjects shall be discussed except upon the approval of ~~three~~four or more members of Council in attendance at such special meeting. Twenty-four hours notice in writing of such special meeting shall be prepared by the Clerk and delivered to all members of Council and the Manager, and the news media shall be given at least twenty-four hours advance notice. In the event of an emergency requiring immediate official action, the news media shall be contacted as soon as the time and place of the meeting is known and Council members shall sign that they have agreed to waive the twenty-four hour notice requirement.
2. Advance Notification: Any person may, upon request to the Clerk of Council and payment of a reasonable fee to be established by Council, obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. The exact provisions of such notification shall be established by Council by motion.
3. Posting: ~~This rule~~These Rules shall be permanently posted in the Municipal Building and on the City’s website.

C. The Chair, Powers and Duties

1. Roll Call: The Mayor shall take the chair at the hour appointed for Council to meet and shall immediately call the meeting to order. The roll shall be called by the Clerk, who shall enter into the Minutes of the Meeting the names of the members present. ~~In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess or recesses and direct the Clerk to procure the attendance of absent members.~~
2. Temporary Chair~~man~~: In the absence of the Mayor, the Vice Mayor shall call the meeting to order and chair the meeting. In the absence of both the Mayor and Vice

Mayor, the Clerk or Clerk Pro-tem shall call the Council meeting to order and call the roll. If a quorum is found to be present, Council shall proceed to elect, by a majority vote, a temporary chair~~man~~ for the meeting.

3. Appeals from Decision of the Chair: The Chair shall preserve decorum and decide all questions of order subject to appeal to Council. In case of an appeal from a ruling of the Chair, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" If a member transgresses the Rules of Council, the Chair shall call him to order, in which case he shall relinquish the floor, unless permitted to explain.
4. Votes: All questions shall be stated by the Chair. In case of a roll call vote, the roll call shall be taken by the Clerk. Upon completion of the roll call, the Clerk shall announce the result ~~s by stating the total in favor of the question and the total opposed to the question.~~ The result of viva voce votes shall be declared by the Chair without reference to the Clerk. Where the results of a viva voce vote is in doubt, the Chair may, and on the demand of any member shall, call for a roll call vote. It shall not be in order for members to explain their votes during the call of the roll.
5. Presiding Officer Leaving Chair: The presiding officer at a meeting may call any other member to take his place in the Chair, but the substitution shall not extend beyond adjournment. By presiding officer is meant either Mayor, Vice Mayor, or a temporary chair~~man~~.

D. Members, Duties and Privileges

1. Seating Arrangement: Seats in the Council Chamber shall be arranged at the discretion of the Mayor.
2. Addressing the Chair: Members, when about to speak to a question or make a motion, shall address the Chair as "Mayor", who shall pronounce the name of the member entitled to the floor. Members addressing Council shall confine themselves to the question under debate and avoid personalities.
3. Limitation on Debate: No member shall be allowed to speak more than once upon any one subject until every member choosing to speak shall have spoken, nor more than twice upon the same subject, nor for a longer time than three minutes each, without leave of Council as expressed by a majority vote of the members present.
4. Voting: Council shall vote in rotation, (starting with a different member for each vote) each member voting by use of the word "yea" or "nay" or "yes" or "no". Any member who abstains from voting shall be deemed to have voted with the majority on the issue at hand, unless said member was prohibited from voting by the provisions of the Ohio Revised Code, Section 733.78, or was compelled to abstain by circumstances which in his opinion and the opinion of the remaining members of Council give rise to a conflict of interest.

5. Division of a Question: On demand of any member, a question under consideration which covers two or more points, shall be divided where the question admits of such division.
6. Personal Privilege: The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.
7. Dissents and Protests: Any member shall have the liberty to dissent from or protest against any Council ordinance, resolution, or decision and have the reason or reasons thereof entered upon the journal. Such dissent may be made in writing, in respectful language, and presented to Council not later than the next regular meeting following that of the passage of such ordinance, resolution or decision.
8. Demand for Roll Call: Any member may demand a roll call vote upon any question before Council at any time before the decision on said question is announced by the Chair.
9. Excusal from Attendance: Members who will be absent from a Council meeting shall notify the Mayor, Clerk of Council or Manager of such absence as soon as possible prior to such meeting. (Reference Section 4.06 of the Charter of Monroe) Absences reported shall be brought before Council for approval and inclusion in Council minutes.
10. Excusal During Meeting: No member shall be excused while Council is in session except upon permission of the Chair.

E. Order of Business

1. Upon motion of any Council member, the order of business at any meeting may be altered by affirmative vote of a majority of the members present. The Clerk shall prepare the Meeting Agenda and make available to each Council member and the Manager, copies thereof, along with copies of items of business filed by Council members, ordinances, resolutions, petitions, correspondence, reports, or any other item placed on the meeting agenda. These packets will be made available to each member not later than 24 hours prior to said meeting. Deadline for filing of agenda items shall be no later than 12:00 noon on the ~~Friday~~Monday the week prior to the meeting, unless otherwise approved by the City Manager. Copies of the Agenda will be available in the Council Chambers for the use of visitors. The order of business at meetings of Council shall be in accordance with the Agenda as follows:
 - a) Roll Call to determine presence of a quorum and excused absence of those not in attendance.
 - b) Approve Minutes of Prior Meetings. Reading of minutes of ~~the~~ **a** previous Council meeting may be dispensed with if each Council member has been provided with a copy of the minutes at least 24 hours prior to the meeting.

Otherwise, the minutes of the previous Council meeting shall be read by the Clerk. **Committee minutes shall be approved by the committee for which the minutes were created; provided the subject committee meets two or more times per calendar year. In the case of a committee meeting only one time in a calendar year, Council shall approve that committee's minutes. Copies of the draft minutes of Council committees shall be provided to City Council as soon as possible following the meeting of each committee.**

- b) Receive Visitors. Any items brought before Council by a citizen, of an administrative nature, shall be referred to the Manager for a report at the next regular meeting. Any matter of a policy nature shall be placed on the agenda of the next regular Council meeting. Visitors desiring to address City Council must complete a visitors card and submit the card to the Clerk prior to the beginning of the meeting. Comments are limited to three (3) minutes. Large groups are encouraged to select no more than three spokespersons.
- c) Committee Reports. Following roll call and the approval of the minutes of the preceding meeting, the business of regular meetings shall commence with reports of standing committees of Council. At special meetings the purpose named in the call shall have precedence over any other business.
- d) Old Business. Old business shall consist of any legislation or other previously discussed items which have not been addressed previously in the meeting and shall commence at the point where the order of business at the preceding meeting was interrupted by the adjournment.
- e) ~~Proposed Legislation. Proposed legislation shall be presented for consideration of Council action.~~
- f) New Business. New business includes proposed legislation or motions for consideration of Council action ~~correspondence, emergency legislation, reports and communication introduced for the first time from Council members, the Manager, the Clerk, and other municipal officials.~~
- g) Administrative Reports. Administrative reports shall include correspondence, reports, and communication ~~those~~ from the Manager, Clerk, or Department Heads~~Treasurer, Law Director, etc.~~
- h) Adjournment. Adjournment shall be done by the proper vote.

F. Motions

1. Passage of Motions: When a motion is made it shall be stated by the Chair before debate. Any member may demand that it be reduced to writing. A motion shall not be withdrawn by the mover without the consent of Council. A motion must be seconded in order to be brought to a vote and the motion shall be deemed passed if it receives the

affirmative vote of a majority of the members of Council per Section 7.06 of the Charter of Monroe.

2. Order of Procedure: When a question is before Council, no motion shall be entertained except for the following:
 - a) To adjourn.
 - b) To lay on the table.
 - c) The previous question.
 - d) To postpone to a certain time.
 - e) To refer.
 - f) To amend.
 - g) To postpone indefinitely.

Said motions shall have precedence in the foregoing order.

3. Motion to Adjourn: Motion to adjourn shall be in order at any time except as follows:
 - a) When repeated without intervening business or discussion.
 - b) When made while another member is speaking.
 - c) When the previous question has been ordered.
 - d) While a vote is being taken.

A motion to adjourn is not debatable, except as to time to which the meeting is adjourned.

4. Motion to Lay on the Table: A motion to lay on the table shall preclude all amendments or debate of the subject under consideration. If motion prevails, the consideration of the subject may be resumed upon motion of a member voting with the majority and the consent of the majority of the members present.
5. Previous Question: The previous question shall be stated in these words: "Shall debate now close?" The motion shall pass if a majority of the members present shall favor it. If the said motion is ordered, there shall be no further amendment or debate, but the question shall be put immediately.
6. Motion to Postpone: Motions to postpone may be amended as to time, excepting a motion to postpone indefinitely. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.
7. Motion to Amend: A motion to amend shall be susceptible of but one amendment. An amendment once rejected may not be moved again in the same form.
8. Motion to Suspend Rules: Except as provided in Section 7.05 of the Charter of Monroe, all other rules contained herein may be suspended by a majority of members of Council present without debate.

9. Motion to Reconsider: A motion to reconsider a proposal that has been acted upon favorably must be made before adjournment of the session of Council at which the vote was taken. A motion to reconsider any other action taken by Council may be made not later than the next regular meeting after the vote of Council thereon. In either case such motion may be made only by a member who voted with the prevailing side. The concurrence of a majority of the members present shall be sufficient for reconsideration of a vote. If a motion to reconsider is lost, it shall not be entertained again.
10. Motion to Pass Ordinance or Resolution: ~~The reading and passage of E~~each ordinance or resolution ~~shall be made pursuant to the Charter. is required to be read fully and distinctly on two separate days unless the Council, by motion, suspends the requirement that it be read on two separate days and authorizes its adoption on the first reading. In addition, Council may also authorize by motion that the ordinance or resolution be read by title only. Each of these motions to suspend the rule must be separately stated and a separate vote must be taken on each motion.~~ In a non-emergency situation, the ordinance ~~or resolution~~ will then go into effect 30 days after it has been passed. In the case of an emergency ordinance ~~or resolution~~ where the rules have been suspended, it will take effect immediately. ~~Each motion requires the vote of five members of Council.~~ Suggested statement of motion for emergency ordinances is as follows:
- a) “I move to suspend the rule requiring dispense with the reading of ~~the (ordinance or resolution)~~ Ordinance number _____ on two separate days and authorize adoption on the first reading.” (This motion may be made by the Chair or any other member of Council.)
 - b) ~~“I move that the (ordinance or resolution) be read by title only.” (This motion may be made by the Chair or any other member of Council.)~~
 - e)b) “I move to adopt Ordinance number _____ ~~for adoption of the (ordinance or resolution).~~”

G. Standing Committees

In order to facilitate the functioning of Council and to coordinate Council’s operations with the Manager and administration, the following committees of Council are hereby established with their respective areas of responsibility. These committees are intended to complement and not conflict with the duties of the Manager and the administration as developed in the Charter. All committees are developed to assist the administration and to provide Council with information regarding the functions of the City.

- 1) Public Works Committee. One Member of the Public Works Committee shall also be the Council liaison to the Park and Recreation Board. The Public Works Committee shall be responsible for:
 - a. Review of the utilities of the City, including presentation of any legislation pertaining to the Utility Department;
 - b. Providing information to Council on the condition of City utilities;
 - c. Review and development of improvement projects relating to City utilities;
 - d. Review and development of long range utility plans for the City;

- e. Review of all street improvement and maintenance programs;
 - f. Provide recommendations to Council regarding the maintenance and improvement programs for streets, including budget recommendations;
 - g. Development and implementation of a master street improvement program. This function shall include the priority, type of work necessary, and method of financing;
 - h. Review all Park use rules and regulations;
 - i. Development and implementation of a park Development and Open Spaces Master Plan. This function shall include the priority and method of financing;
 - j. Review of all Cemetery rules and regulations; and
 - k. Review of the Storm Water Master Plan.
- 2) Finance Committee. The Finance Committee shall be responsible for:
- a. Review of budget and appropriation ordinances;
 - b. Presentation of all budget and appropriation ordinances to Council;
 - c. Reporting the financial condition of the City to Council with any recommendations toward the improvement of the City financial condition;
 - d. Developing recommendations to Council regarding the financing of any capital improvement projects; and
 - e. Review all rates and fees charged by the City, including, but not limited to, rates for water, sewer service, storm water, trash collection, street lights, and miscellaneous permits and licenses; and
 - f. Providing Council with recommendations for any rate or fee increases.
- 3) Administrative Liaison Committee. The Mayor shall serve as the only member of the Administrative Liaison Committee. The Administrative Liaison Committee shall be responsible for:
- a. Providing general contact with the City Manager and providing such assistance to the Manager in any areas when specifically requested by the Manager; and
 - b. Providing contact between Council, the Board of Zoning Appeals, and the Personnel Board.
- 4) Technology Committee. The Technology Committee shall be responsible for:
- a. Review of emerging technology and how such technology can be implemented for the betterment of business and residential community, as well as, the operation of the City. Review may include, but not be limited to, cable television upgrades, wireless, fiber optic, satellite services, and cell based services; and
 - b. Review of website design and development with specific direction towards “E-Government” and “E-Business.”
- 5) Public Involvement Committee. The Public Involvement Committee shall be responsible for:
- a. Directing of special events of the City; and
 - b. Public Art Festivals, Events, etc.
- 6) Public Safety Committee. The Public Safety Committee shall be responsible for:
- a. Review and make recommendations concerning the operation of the Departments of Fire and Police.

Temporary Committees. Council may from time to time, by motion, appoint a temporary committee for involvement in a certain project that does not fall under the duties of the committees set forth above.

H. Record of Council Proceedings

1. The Clerk of Council shall maintain a written record of all meetings of Council which shall be approved at the following regular meeting.
2. In order to assist the Clerk in reviewing the proceedings and maintaining the record of Council meetings, ~~tape~~ **audio** recordings shall be taken and maintained for a period of two years.

I. Miscellaneous

1. Procedure in Absence of Rule: In the absence of a rule to govern a point of procedure, reference shall be made to the approved practice in the current Roberts Rules of Order.
2. Decorum in Council Chambers: The Chair shall maintain decorum in Council Chambers during sessions. Persons, other than members of Council, Municipal officials, and members of the press shall not be permitted upon the floor of the Council, or to address Council, except upon introduction by the Chair or a member of Council. If anyone, other than a Municipal Official, desires to speak to a member of Council while it is in session the member, if agreeable to the request, shall leave his seat and retire to the rear of the Council Chambers or elsewhere until the conversation is finished.
3. Amending Rules: A majority vote is required to alter, amend, rescind, or supplement these Rules. Any proposed alterations, amendments, or supplements shall be submitted in writing at a regular meeting and placed on the agenda for the next regular meeting under the order of New Business. ~~By unanimous recorded vote of all sworn members of Council, s~~**Such** proposed alterations, amendments or supplements may be adopted at the meeting at which the same are submitted.
4. Law Director: The Law Director shall, when requested by a member of Council, give a verbal opinion on any question of law concerning Municipal affairs, in open Council, but he may if he deems the matter of importance, take a reasonable time to submit his opinion in writing.

CITY OF MONROE

Rules of Council

A. Compliance – Sunshine Rule

At the time of adoption of these Rules of Council, it is the intent of Council to be in full compliance with “Ohio Sunshine Laws”. Any subsequent amendments to the State statutes which creates conflict with these Rules shall take precedence and shall be considered affective upon passage by the State.

B. Meetings.

1. Special Meetings: Council shall hold such special meetings as may be found necessary. Such meetings will be called by the Clerk of Council upon the request of the Mayor or two or more members of Council. Any such vote or request for the calling of a special meeting shall state the subject or subjects to be considered there at, and no other subject or subjects shall be discussed except upon the approval of four or more members of Council in attendance at such special meeting. Twenty-four hours notice in writing of such special meeting shall be prepared by the Clerk and delivered to all members of Council and the Manager, and the news media shall be given at least twenty-four hours advance notice. In the event of an emergency requiring immediate official action, the news media shall be contacted as soon as the time and place of the meeting is known and Council members shall sign that they have agreed to waive the twenty-four hour notice requirement.
2. Advance Notification: Any person may, upon request to the Clerk of Council and payment of a reasonable fee to be established by Council, obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. The exact provisions of such notification shall be established by Council by motion.
3. Posting: These Rules shall be permanently posted in the Municipal Building and on the City’s website.

C. The Chair, Powers and Duties

1. Roll Call: The Mayor shall take the chair at the hour appointed for Council to meet and shall immediately call the meeting to order. The roll shall be called by the Clerk, who shall enter into the Minutes of the Meeting the names of the members present.
2. Temporary Chair: In the absence of the Mayor, the Vice Mayor shall call the meeting to order and chair the meeting. In the absence of both the Mayor and Vice Mayor, the Clerk or Clerk Pro-tem shall call the Council meeting to order and call the roll. If a quorum is found to be present, Council shall proceed to elect, by a majority vote, a temporary chair for the meeting.

3. Appeals from Decision of the Chair: The Chair shall preserve decorum and decide all questions of order subject to appeal to Council. In case of an appeal from a ruling of the Chair, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" If a member transgresses the Rules of Council, the Chair shall call him to order, in which case he shall relinquish the floor, unless permitted to explain.
4. Votes: All questions shall be stated by the Chair. In case of a roll call vote, the roll call shall be taken by the Clerk. Upon completion of the roll call, the Clerk shall announce the result. The result of viva voce votes shall be declared by the Chair without reference to the Clerk. Where the results of a viva voce vote is in doubt, the Chair may, and on the demand of any member shall, call for a roll call vote. It shall not be in order for members to explain their votes during the call of the roll.
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8. Demand for Roll Call: Any member may demand a roll call vote upon any question before Council at any time before the decision on said question is announced by the Chair.
9. Excusal from Attendance: Members who will be absent from a Council meeting shall notify the Mayor, Clerk of Council or Manager of such absence as soon as possible prior to such meeting. (Reference Section 4.06 of the Charter of Monroe) Absences reported shall be brought before Council for approval and inclusion in Council minutes.
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- e) New Business. New business includes proposed legislation or motions for consideration of Council action
- f) Administrative Reports. Administrative reports shall include correspondence, reports, and communication from the Manager, Clerk, or Department Heads.
- g) Adjournment. Adjournment shall be done by the proper vote.

F. Motions

1. Passage of Motions: When a motion is made it shall be stated by the Chair before debate. Any member may demand that it be reduced to writing. A motion shall not be withdrawn by the mover without the consent of Council. A motion must be seconded in order to be brought to a vote and the motion shall be deemed passed if it receives the affirmative vote of a majority of the members of Council per Section 7.06 of the Charter of Monroe.
2. Order of Procedure: When a question is before Council, no motion shall be entertained except for the following:
 - a) To adjourn.
 - b) To lay on the table.
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Said motions shall have precedence in the foregoing order.

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