CITY OF MONROE OHIO

Monroe Council Agenda
Regular Meeting of Council
June 27, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes

- Council Minutes of June 13, 2023

Visitors

- Dawna Fogarty, Chief Executive Officer of the Warren County Community Services, Inc.

- Dan Foley, Great Miami River Trails Organization

Committee Reports

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

Old Business

Ordinance No. 2023-12. An Ordinance authorizing all actions necessary to affect a governmental natural gas aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code and directing the Butler County Board of Elections to submit a ballot question to the electors. (Second Reading)

Ordinance No. 2023-13. An Ordinance authorizing all actions necessary to affect a governmental electricity aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code and directing the Butler and Warren County Board of Elections to submit a ballot question to the electors. (Second Reading)

New Business

Public Hearing: Tax Budget for the City of Monroe, Ohio, for the 2024 Fiscal Year.

Resolution No. 38-2023. A Resolution adopting the Tax Budget for the City of Monroe, Ohio, for the 2024 fiscal year.

Strategic Priority: Good Governance

Background: A Tax Budget must be adopted annually by City Council by July 15th and submitted to the County Auditors by July 20th as required by Ohio Revised Code, Chapter 5705. The tax budget has two primary purposes: estimate the city's anticipated revenue, to establish the "certificate of estimated resources" for the upcoming budget year and to demonstrate the need for property taxes and local government funds.

Public Hearing: Rezoning real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single-Family Residential Planned Unit Development.

Strategic Priority: Strategic Growth and Development

Background: On April 18, 2023, The Planning Commission held a public hearing and reviewed an application submitted by Grand Communities LLC proposing a zoning map amendment and associated Planned Unit Development (PUD), and preliminary plan regarding 126.9 acres of property located at Kyle's Station Road and Butler Warren Road from Business Park to R-2 Single Family Residential PUD.

The application proposed a 220-unit single-family residential development. In that meeting the Planning Commission moved to table the application for further review.

The Planning Commission was concerned with:

1. The amount of flag lots
2. The stub on Brookfield Lane connecting into the adjacent property to the north presently zoned L-1 Light Industrial
3. Traffic generation
4. Meeting the density requirement of the Future Land Use Map Large Lot Residential Zone with a maximum density of two units per acre.

On May 16, 2023, the Planning Commission conducted a second review of the application with the above-mentioned items being addressed. In a vote of 4-0, with one member of the commission excused, the Planning Commission moved approve the preliminary plan and recommend the zoning map amendment and associated PUD for council approval. The Planning Commission's motion for approval was contingent on:

1. A minimum floor area of 1,800 square feet; or
2. Approval from the Board of Zoning Appeals for a variance to code section 1206.03(I)(6): Minimum Dwelling Size.

Ordinance No. 2023-14. An Ordinance rezoning real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single-Family Residential Planned Unit Development and authorizing the City Manager to enter into a Planned Unit Development Agreement by and between the City of Monroe and Grand Communities LLC.

Resolution No 39-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural design services for the assessment of future remodeling of the City Building.

Strategic Priority: Strategic Growth and Development

Background: This proposal will include an in-depth needs assessment of each of the three departments which work within the city building. Mr Scherr will meet with all departments to discuss the current staff size and what their future staff needs will be. He will also talk with them about what type of work spaces they need and desire. Once that is complete, he will give a report outlining the needs of the facility. Next he will design a site plan that addresses the needs of his findings for approval by the city. The next step would be for Mr. Scherr to develop a request for qualifications document for the city to advertise for a Criteria Architect. Mr. Scherr will also participate in the interviews for criteria architect to aid the City in making an informed choice.

Mr. Scher is a professional licensed architect with over 45 years' experience. He has recently retired and is taking on smaller projects such as this. It is beneficial for the city to use the experience of Mr. Scherr to make certain we are making informed and appropriate decisions before making choices with large financial implications. Mr Scherr is also helping the city with defining and choosing a criteria architect for the public works facility project.

Resolution No. 40-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the River Corridor Improvement Subdistrict of the Miami Conservancy District.

Strategic Priority: Parks and Connectivity

Background: The Great Miami Riverway Coalition is part of the Miami Conservancy District. The agreement is through May 31, 2027. The cost is $48,000 ($12,000 per year) and the City would participate as a voting member of the Coalition . Staff has met with them previously to discuss how they can help the City with the development of our portion of the trail. They have been very supportive and helpful in bringing together several entities to brainstorm solutions for the erosion issues at Dick's creek and will advocate for funding resources in the future to complete the construction. Their experience and advice from working with the other communities that have existing portions of the trail would be extremely helpful to us as we finalize our own design and operational plan. Additionally, they provide economic development resources to create investment along the river and in the member communities and will include the City in their marketing materials, signage, and event planning.

The strategic priorities of the Coalition during the span of the agreement are:

- Build identity and awareness of the Great Miami Riverway
- Advocate and nurture connections between Riverway Communities
- Build investment in riverfront development along the river and in our communities
- Restructure the Riverway Coalition and broaden the funding platform

Resolution No. 41-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Velecor Services.

Strategic Priority: Well Managed Services and Infrastructure

Background:
As we made the transition in bring in IT staff, the needs for contracted services have changed. While we have brought our on site IT Manager onto City Staff, there is still need for Network Engineering and cybersecurity management that will be coverd under this new contract with our existing vendor. The new contract start is proposed for July 1st The new contract is reduced by approximately half and continues to cover services that are listed and provides back up services for our IT Manager when they are out of the office and outside of normal business hours..

The Technology Committee has reviewed the contract and recommended a three year term for this contract period.

Resolution No. 42-2023. A Resolution repealing Resolution No. 69-2018 wherein Council accepted a $650,000 grant for the Great Miami Trail Monroe Section Project.

Strategic Priority: Parks and Connectivity

Background: Due to ODOT funding, this project is intended to be an ODOT let project. Meaning, ODOT will bid the project, award the project, inspect, and manage the project as well as disburse the funds associated with the project. When going ODOT let, there are some advantages, but there are also disadvantages. An advantage would be that ODOT would manage the project, not putting an extra burden on staff. The disadvantage is ODOT let projects typically come in higher on bids due to the extreme amount of oversight and paperwork it takes to comply with the regulations of the contract. Effectively, grant dollars do not go as far as you hope due to the built-in cost by contractors. It is the opinion of the Public Works Director that Council terminates the current contract with ODOT and possibly reapply for this funding once we have a redesign of the area. The Public Works Director is in receipt of an email from OKI that supports this decision.

Resolution No. 43-2023. A Resolution repealing Resolution No. 67-2020 wherein Council accepted a $500,000 grant for the construction of a 2.3 mile long trail along the Great Miami River.

Strategic Priority: Parks and Connectivity

Background: On October 13, 2020, City Council approved the grant agreement with ODNR for $500,000.00. After missing the original deadline of the agreement, ODNR extended the agreement to

December 31, 2023. Public Works has been in contact with ODNR over the past several months talking about the status of this project. The fact that we will not meet the extended deadline for completion, ODNR suggests that we return the funds currently appropriated and reapply when new and sustainable engineering is complete. If we try to continue to hold onto the ODNR grant money, it will continue to penalize the City's opportunity for future rounds of funding. If we let the funding go this year, the next time we apply we will again be able to receive the funds. Earlier this Spring, Public Works applied for a Clean Ohio Trails grant project for re-surfacing the walk path and parking lot at Monroe Crossings Park. This was done on the recommendation of ODNR. We know that due to the over-run-in time on the current grant, there would be penalty points in future applications with ODNR. We applied for this grant knowing that it would be highly unlikely Monroe be awarded the project, but it takes the penalty for the time over-run on the trail. This would make us eligible as soon as next year to apply with a real chance of success in being awarded monies again on the trail project.

Consideration of Motion accepting the second year of the cooperative bid for road salt in the amount of $101.33 per ton.

Strategic Priority: Well Managed Services and Infrastructure

Background: Each year, we are required to sign a contract for our road salt purchase. This is the contract for the upcoming 2023-2024 winter season. The cost of salt this year is $101.33 per ton. The contract is with Compass Minerals. Our pricing was based on 2,500 tons of salt used per year.

Administrative Reports

Executive Session to review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

Adjournment

Monroe Council Minutes
Regular Meeting of Council
June 13, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

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

Roll Call

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

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

Approval of the Minutes

Mr. Wagner moved to approve the Council minutes of May 23, 2023; seconded by Mr. Frentzel. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

None.

New Business

Resolution No. 37-2023. A Resolution determining the bid submitted by W. G. Stang for the Brittany Heights Storm Sewer Replacement Project to be the lowest and/or best bid and authorizing the City Manager to enter into an agreement for said project.

Mr. Morton advised this will include the replacement of storm water pipe and catch basins on Deneen Avenue. The project was originally budgeted at $650,000 and we had two alternates that totaled $778,646.45; therefor, he is asking Council to approve the base bid and alternate 1 for a total of $546,255.60.

Mr. Frentzel asked for the details of the bid alternate that will be forgone until next year. Mr. Morton replied that it was a small section at Britton Lane and Deneen Avenue. There is some corrugated pipe coming from a drain that runs into an old brick-laid manhole and is rusting out. Mr. Morton believes there would be a lot of traffic control involved, which drove up the price of that alternate.

The Clerk of Council read Resolution No. 37-2023 by title only.

Mr. Wagner moved to adopt Resolution No. 37-2023; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-12. An Ordinance authorizing all actions necessary to affect a governmental natural gas aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code and directing the Butler County Board of Elections to submit a ballot question to the electors.

Mrs. Waggaman stated that the next two items on the agenda are to put aggregation initiatives on the November ballot with the first being for natural gas and the second for electric. She further stated that they are both opt-out initiatives and will cover residential and small businesses.

Phillip Dysard with Palmer Energy that is the independent energy consultant for the Miami Valley Communications Council. Currently, we have 15 cities that are seeking aggregate pricing. The idea of gathering purchasing power is to get the best price for the cities. Monroe is looking to join this group because the larger amount of households the better pricing you can obtain.

The Clerk of Council read Ordinance No. 2023-12 by title only.

In response to Mr. Frentzel's question, Mr. Dysard stated that the legislation must be received by the Board of Elections by August 9th to be placed on the November ballot.

At the request of Mr. Wagner, Mr. Dysard explained that the State of Ohio deregulated electricity and natural gas around 2010. In the Duke Energy territory we are seeing about 6.4 to 10.1 cent increase for electricity. If the average home uses about 10,000 to 12,000 kilowatt hours per year it is equal to $40 to $50 increase monthly. With the deregulation you are allowed to shop for the portion of your bill that is your usage. There are two portions to the bill. There is distribution that is regulated by the Public Utilities Commission of Ohio that we do not touch with aggregation. With it being deregulated currently anyone can go out and shop for electricity. The difference is when you do an aggregation you allow municipalities to go out and shop for the residents. The more you have the better price you are able to achieve. When you shop on your own the contractor is not going to call you and let you know the contract is up and auto renews at a much higher rate. With aggregation there is no auto renew. With an opt-out any eligible resident will be put in the program so those that have already entered into a separate contract can opt-out of their existing contract. It all depends on any penalties they may have.

Mr. Frentzel clarified that residents would still receive a Duke Energy bill it would just reflect the different supplier. Mr. Frentzel commented that the Finance Committee reviewed this and recommended to go with the Miami Valley Communications Council.

Vice Mayor McElfresh noted Ordinance No. 2023-12 will be on the next agenda for a second reading.

Ordinance No. 2023-13. An Ordinance authorizing all actions necessary to affect a governmental electricity aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code and directing the Butler and Warren County Board of Elections to submit a ballot question to the electors.

The Clerk of Council read Ordinance No. 2023-13 by title only.

Vice Mayor McElfresh noted Ordinance No. 2023-13 will be on the next agenda for a second reading.

Consideration of Motion approving Paramedic School Funding in the amount of $15,000.00 to Cincinnati State for the tuition costs of two firefighters.

Mrs. Waggaman explained that this is for two of the recent new hires for paramedic school training.

Mr. Wagner moved to authorize Paramedic School Funding in the amount of $15,000.00 to Cincinnati State for the tuition costs of two firefighters; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of $28,390.00 to SWOCA for fiber repair work on Yankee Road.

Mrs. Waggaman advised this is the City's portion of the cost of the work previously approved by Council last year.

Mr. Wagner moved to authorize the expenditure of $28,390.00 to SWOCA for fiber repair work on Yankee Road; seconded by Mr. Frentzel. Voice vote. Motion carried.

Administrative Reports

Sarah Hunold, Human Resources Manager, presented proposed changes to the personnel policies that will be on Council's next agenda for consideration.

Mr. Morton updated Council that the Mason Road Project is completed with the exception of a minor repair that has been made today. The project was initially intended to be realigned and straightened with right-of-way; however, the negotiation for right-of-way was not successful. Therefore, the decision was made to run the water main down the east side of Mason Road to have the additional feed on the east side of I-75.

As a follow up to the property owner's representative at the last Council meeting, Mr. Frentzel asked if anyone has reached out to the property owner. Mr. Morton replied that the City's inspector has spoken with them and the patch that was made was within the right-of-way.

Mr. Wagner moved to adjourn into executive session to discuss the appointment of a public official; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Council adjourned at 7:14 p.m. into executive session.

Mr. Frentzel moved to reconvene into regular session; seconded by Mr. Graves. Voice vote. Motion carried.

Council reconvened into regular session at 7:21 p.m.

Mrs. McElfresh moved to appoint Debbie Hagedorn to the existing vacancy on the Planning Commission with the unexpired term ending December 31, 2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Adjournment

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

The regular meeting of Council adjourned at 7:23 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2023-12

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO AFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26 OF THE OHIO REVISED CODE AND DIRECTING THE BUTLER AND WARREN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of the cities and villages to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of natural gas deregulation through lower natural gas rates which would not otherwise be available to those natural gas customers individually; and

WHEREAS, the City of Monroe seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code for the residents, businesses and other natural gas consumers in the City.

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

SECTION 1: The City Council of Monroe has concluded that it is in the best interest of the City, its residents and businesses located within the corporate limits of the City to establish this aggregation program in the City.

SECTION 2: The aggregation program must be approved by the electors of the City pursuant to Section 3 of this Ordinance. Upon approval by the electorate the City is hereby authorized to automatically aggregate in accord with Section 4929.26 of the Ohio Revised Code, the retail natural gas loads (customers) located within the City, and enter into service agreements to facilitate for those loads the purchase and sale of natural gas. The City may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

SECTION 3: The Board of Elections of Butler County and Warren County are hereby directed to submit the following question to the electors at the general election on November 7, 2023:

Shall the City Council of Monroe have the authority to aggregate the retail natural gas customers located in the City, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of natural gas, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Clerk of Council of the City of Monroe is instructed to immediately file a certified copy of this ordinance and the proposed form of the ballot question with the Butler County Board of Elections not less than ninety days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the aggregation program provided for herein at the election held pursuant to Section 2 of this ordinance and Section 4929.26 of the Ohio Revised Code.

SECTION 4: Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this ordinance, the City Council of Monroe, individually or jointly with any other political subdivision, may develop a plan of operation for the aggregation program. Before adopting this plan, the City Council of Monroe shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City prior to the first hearing. This notice will summarize the plan and state the date, time, and place of each hearing. No plan adopted by this City Council shall aggregate the natural gas load of any natural gas load center within the City unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every two years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4929.26 of the Ohio Revised Code until the person chooses an alternative supplier.

SECTION 5: It is found an determined that all formal actions of this City Council of Monroe concerning and relating to the passage of this ordinance were adopted in an open meeting of this City Council of Monroe and that the deliberations of this City Council of Monroe and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

SECTION 6: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:____________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

First Reading:__________________

ORDINANCE NO. 2023-13

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO AFFECT A GOVERENEMENTAL ELECTRICTY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND DIRECTING THE BUTLER AND WARREN COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of cities and villages to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, governmental aggregations provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

WHEREAS, the City of Monroe seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses, and other electric consumers in the City.

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

SECTION 1: The City Council of Monroe has concluded that it is in the best interest of the City, its residents, and businesses located within the corporate limits of the City to establish this aggregation program in the City.

SECTION 2: The aggregation program must be approved by the electors of the City pursuant to Section 3 of this ordinance. Upon approval by the elect orate the City is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code, the retail electric loads (customers) located within the City, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The City May exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

SECTION 3: The Board of Elections of Butler and Warren Counties are hereby directed to submit the following question to the electors of the City of Monroe at the general election on November 7, 2023:

Shall the City Council of Monroe have the authority to aggregate the retail electric customers located in the City, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Clerk of Council of the City of Monroe is instructed to immediately file a certified copy of this ordinance and the proposed from of the ballot question with the Butler County Board of Elections not less than ninety days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this ordinance and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

SECTION 4: Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this ordinance, the City Council of Monroe, individually or jointly with any other political subdivision, may develop a plan of operation for the aggregation program. Before adopting this plan, the City Council of Monroe shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City prior to the first hearing. The notice will summarize the plan and state the date, time, and place of each hearing. No plan adopted by this City Council shall aggregate the electric load of any electric load center within the City unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The state procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

SECTION 5: It is hereby found and determined that all formal actions of this City Council of Monroe concerning and relating to the passage of this ordinance were adopted in an open meeting of this City Council of Monroe and that the deliberations of this City Council of Monroe and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6: 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:_______________

Annual Budget Preparation: Tax Budget

For Fiscal Year Ending December 31, 2024

June 27, 2023

Purpose of the Tax Budget

1) Ohio Revised Code (ORC) §5705.28

   Unless waived by the County Budget Commission, the City of Monroe must adopt a
   Tax Budget for the next fiscal year on or before July 15 & submit to the County by July 20

2) Estimate the City’s anticipated revenue for the upcoming budget year

   - ❖ Results in “Certificate of Estimated Resources” - baseline from which the appropriations budget can be developed
     - o Estimates can be adjusted prior to final budget appropriations and adjusted throughout the fiscal year

3) Assess the City’s financial condition

   - ❖ Demonstrate the City’s need for property taxes and local government funds based on the operating budget
   - ❖ Total current millage is 9.32 (2.32 inside millage and 7.0 outside millage
     - ❖ 2.32 inside millage funds general city operations
     - ❖ 7.0 outside millage – 4.5 mills for Fire operations and 2.5 mills for Police operations

Tax Budget: Process

July 15
- Public Hearing & City Council approves Tax Budget

July 20
- County Budget Commission receives and reviews Tax Budget

August
- County Budget Commission gives amounts and rates of property tax to City

October 1
- City Council approves and sends back "Resolution Accepting the Amounts and Rates for Property Tax"

Certificate of Estimated Resources

Annual Budget Preparation

Revenue Budget - JULY

1) Estimate projected revenues for the next fiscal year
2) Aka “Tax Budget”
3) Result: “Certificate of Estimated Resources”

Operating/Capital Budget - DECEMBER

1) Determine anticipated cost of City programs
2) Allocate funding for operating & capital priorities

Budget Adjustments (Supplemental Appropriations) throughout fiscal year

1) Use actual revenues at year-end to update projected budget revenues
2) Re-evaluate priorities, including both operating and capital needs

Tax Budget Detail

Detailed breakdown of 3 major operating funds

1) General Fund (1110)
2) Fire & EMS Levy Fund (2310)
3) Police Law Enforcement Fund (2410)

Summary of total estimated revenues & expenditures for all other funds

1) Special Revenue Funds
2) Debt Service Funds
3) Capital Project Funds
4) Special Assessment Funds
5) Enterprise (Proprietary) Funds
6) Trust and Agency (Fiduciary) Funds

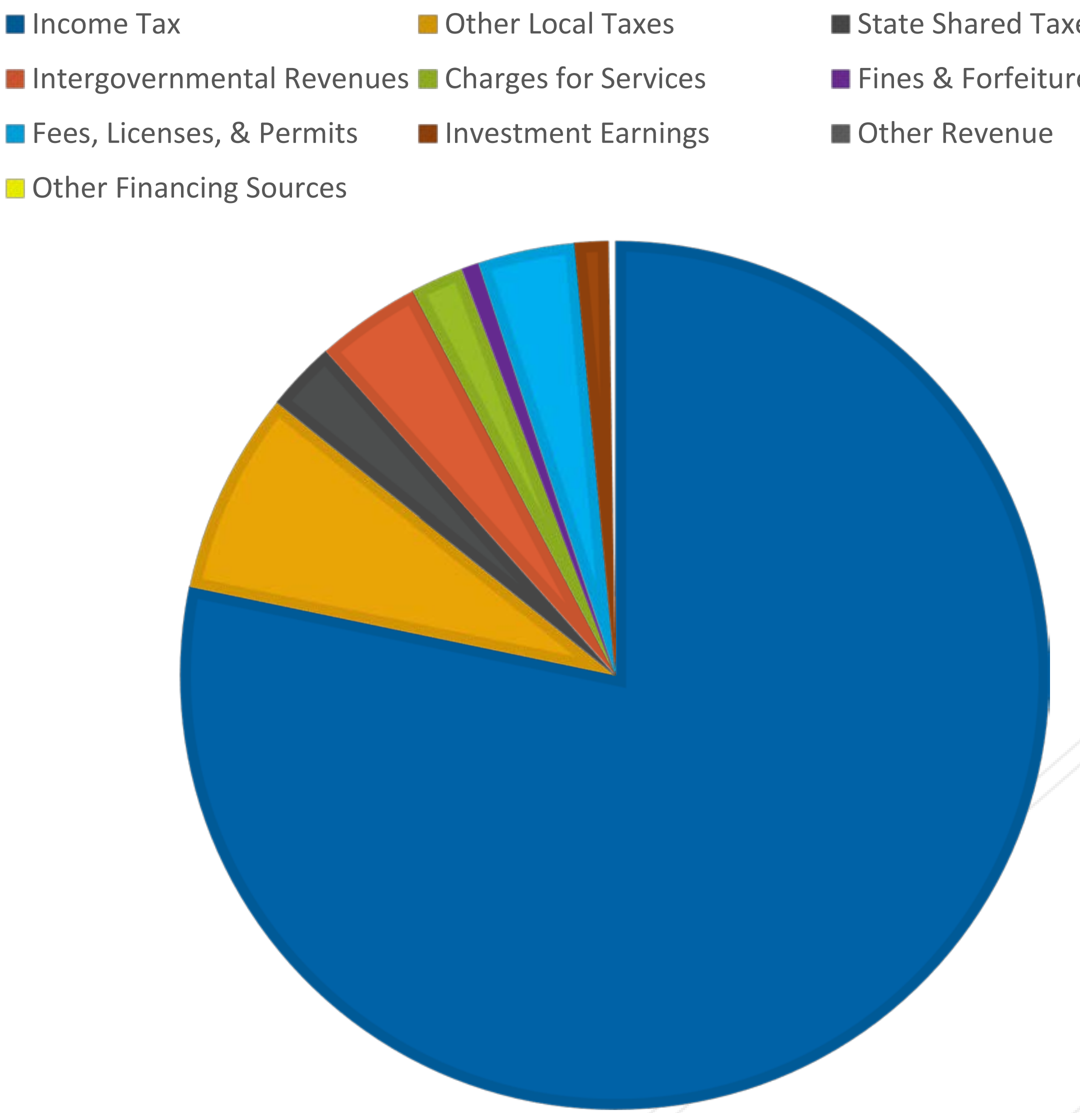
Tax Budget Assumptions

- Fiscal year 2023 estimates are based on:
  - Receipts & expenditures as of April 30, 2023
- Fiscal year 2024 estimates are based on:
  - 5-year forecast from May 2023
  - Staffing levels & contract increases as of April 30, 2023

2024 Revenue Budget: General Fund Revenues

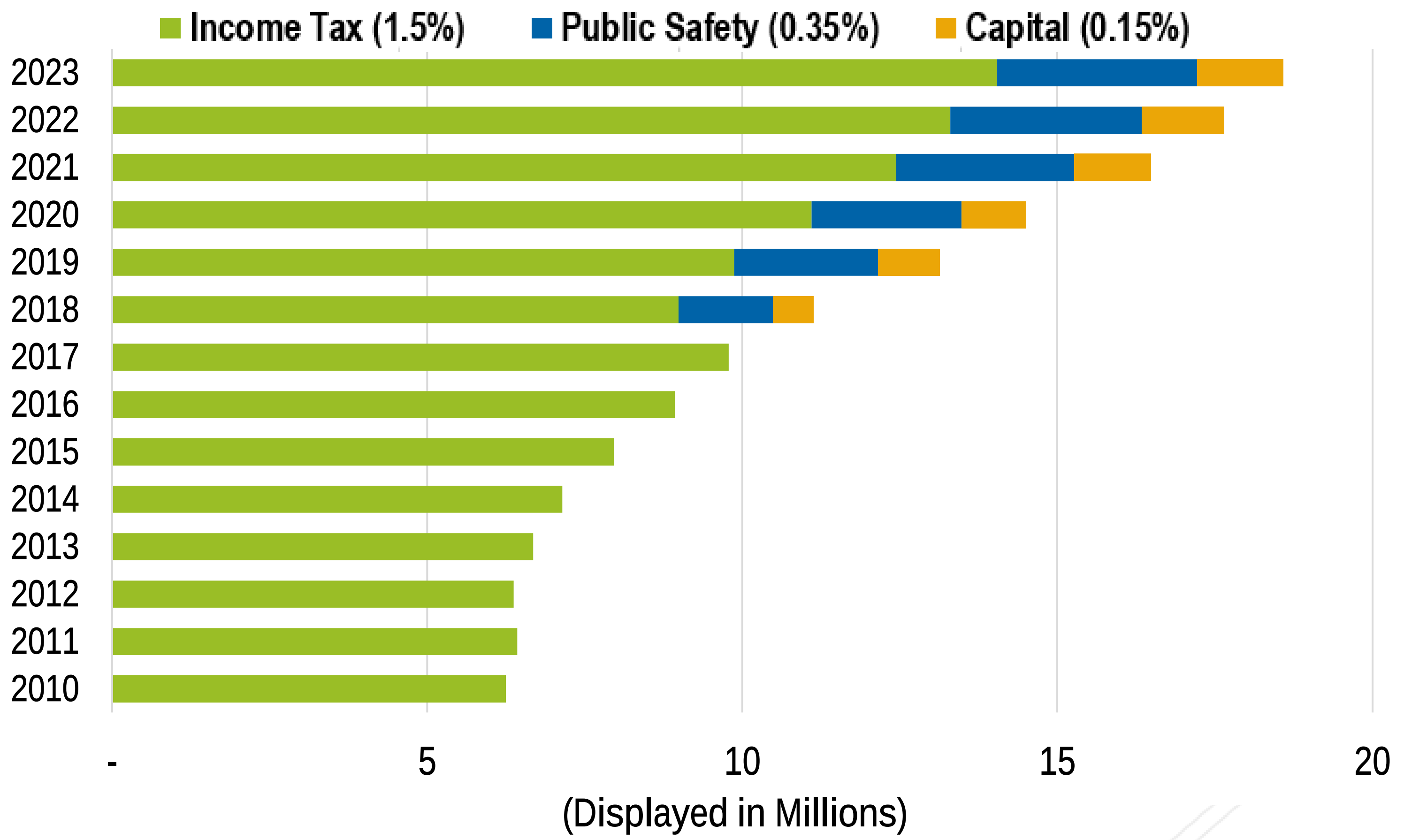
General Fund Revenue =

- **78% Income Tax**
- **7% Other Local Tax** (Property, Hotel/Motel, Admissions)
- **3% State Shared Tax** (LGF, Liquor & Beer, Cigarette, Homestead/Rollback)
- **4% Intergovernmental** (JEDD, Federal/State Grants)
- **2% Charges for Services** (Rent & Leases, Community Room Reservations)
- **4% Fees, Licenses, Permits** (Building Permits, Cable Franchise Fees, other licenses/permits)
- **2% Other** (Fines & Forfeitures, Investment Earnings, Other Revenue)



2024 Revenue Budget: Income Tax Revenue

- Average annual increase of 10% over last ten years
- May 2023 up 3% vs. May 2022. Tax budget includes 2% increase for 2024



2024 Revenue Budget: Property Taxes

Property/Real Estate Tax

- Included 20% increase based on actual 1st half collections in 2023 & anticipated valuation increase
- 1st Half 2023 collections up 8.5% compared to 1st Half 2022 collections

FUND NAME: GENERAL FUND (1110) **EXHIBIT I**

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUES				
Local Taxes				
General Property Tax --- Real Estate	$ 1,028,034	$ 975,835	$ 995,866	$ 1,195,039

2024 Revenue Budget: General Fund Revenue

Other Revenue:

- 2% increase budgeted for all other General Fund revenue
- General Fund revenues (excluding Income Tax & Property Tax) have increased an average of 5% annually over the last 5 years
- Overall 3% increase budgeted for total General Fund revenues

2024 Revenue Budget: General Fund Expenditures

FUND NAME: GENERAL FUND, CONTINUED — EXHIBIT I
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
EXPENDITURES				
Security of Persons & Property				
Personal Services	$ 575,284	$ 708,389	$ 786,634	$ 802,300
Operating Expenditures	51,203	32,592	166,050	169,400
Other Financing Uses	5,900,000	5,895,000	5,600,000	6,300,000
Total Security of Persons & Property	$ 6,526,487	$ 6,635,981	$ 6,552,684	$ 7,271,700
Leisure Time Activities				
Personal Services	246,791	247,147	361,337	383,000
Operating Expenditures	168,083	178,570	292,000	297,800
Total Leisure Time Activities	$ 414,874	$ 425,716	$ 653,337	$ 680,800
Basic Utility Services				
Operating Expenditures	327,710	495,807	788,500	804,300
Other Financing Uses	1,400,000	1,589,000	1,855,000	1,555,000
Total Basic Utility Services	$ 1,727,710	$ 2,084,807	$ 2,643,500	$ 2,359,300
General Government				
Personal Services	2,402,924	3,068,448	3,971,507	4,336,500
Operating Expenditures	1,572,817	1,874,024	3,640,615	2,862,600
Other Financing Uses	740,296	890,020	825,000	825,000
Total General Government	$ 4,716,037	$ 5,832,492	$ 8,437,122	$ 8,024,100
Other Uses of Funds				
Transfers	5,205,300	795,180	700,000	1,350,000
Advances	-	-	-	-
Other Uses of Funds	31,396	-	-	-
Total Other Uses of Funds	$ 5,236,696	$ 795,180	$ 700,000	$ 1,350,000
TOTAL EXPENDITURES	**$ 18,621,804**	**$ 15,774,177**	**$ 18,986,643**	**$ 19,685,900**

2024 Tax Budget Expenses

* Overall 4% higher than current 2023 General Fund appropriations

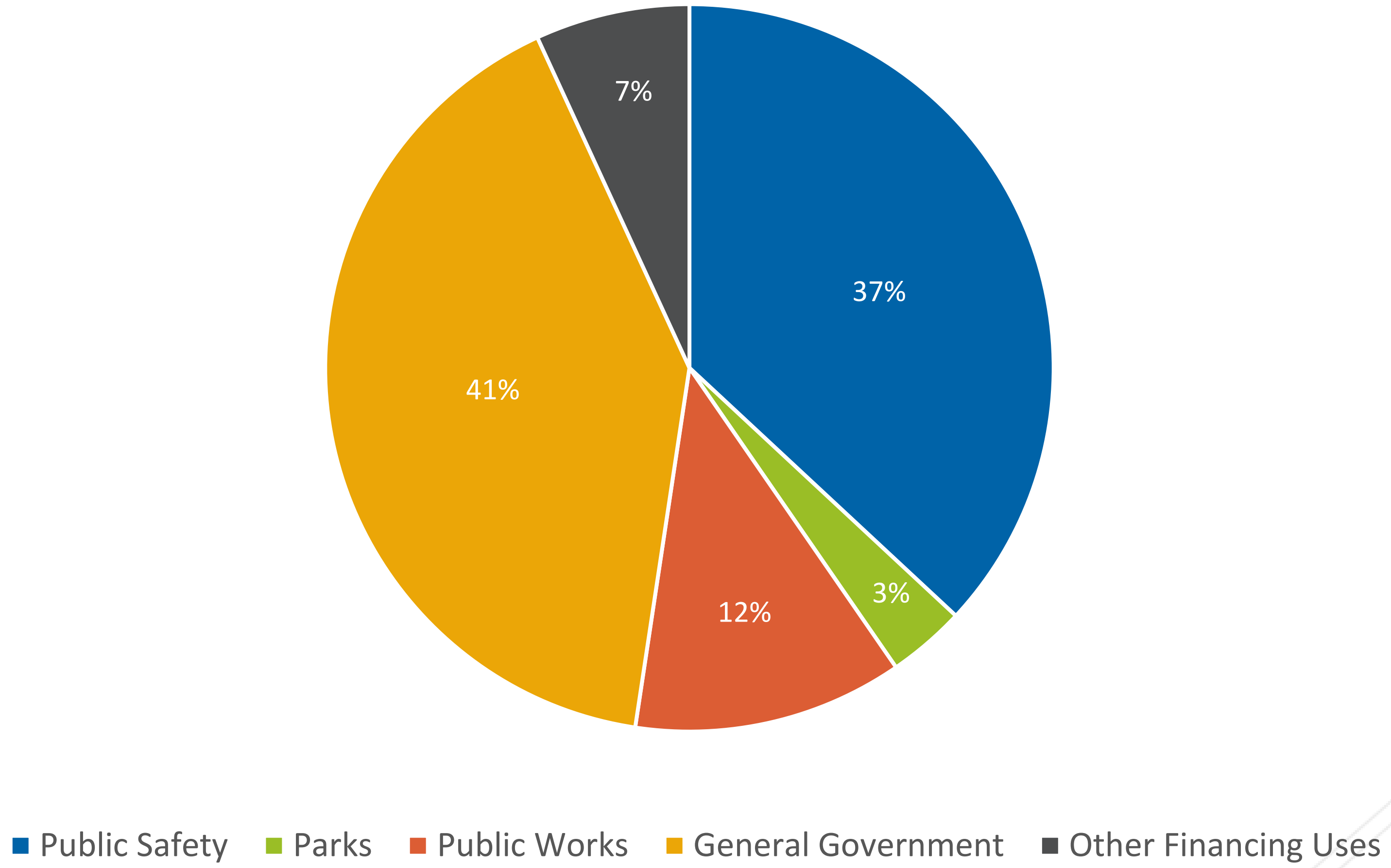
* Operating Expenditures – 2% increase as most operating line items were adjusted in 2023 budget for inflation adjustment

* Personnel & Insurance Costs – 8% increase based on average of actual costs & new positions being filled

* Other Financing Uses – 5% increase overall due to increase in Security of Persons & Property as a result of contract negotiations & additional Public Safety personnel

NOTE: the ultimate purpose of a tax budget is to demonstrate need for revenue – expenditures should NOT be considered final or fully adequate to meet the City's future operational need.

2024 General Fund Expense Estimate – $19,685,900



Five-Year Forecast as of May 31, 2023

GENERAL FUND OVERVIEW

Financial Forecast Report

Updated May 31, 2023

FIVE-YEAR FORECAST

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ESTIMATE	2024 ESTIMATE	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE
Beginning Cash Balance	$ 5,144,466	$ 3,805,001	$ 5,296,326	$ 7,320,561	$ 5,108,882	$ 5,671,997	$ 4,687,646	$ 3,537,056	$ 2,901,387	$ 2,847,918
Revenues	12,515,635	12,428,843	15,153,809	16,410,125	17,307,741	18,002,292	18,535,310	19,447,931	20,430,131	21,469,231
Expenditures	(13,891,183)	(11,095,674)	(13,240,057)	(18,621,805)	(15,774,177)	(18,986,643)	(19,685,900)	(20,083,600)	(20,483,600)	(21,352,800)
Revenues Over (Under) Expenditures	(1,375,549)	1,333,169	1,913,752	(2,211,679)	1,533,564	(984,351)	(1,150,590)	(635,669)	(53,469)	116,431
Ending Cash Balance	$ 3,805,001	$ 5,296,326	$ 7,320,561	$ 5,108,882	$ 6,642,445	$ 4,687,646	$ 3,537,056	$ 2,901,387	$ 2,847,918	$ 2,964,349
Encumbrances	(664,910)	(480,019)	(484,243)	(1,004,711)	(970,449)					
Unencumbered Cash Balance	**$ 3,140,091**	**$ 4,816,308**	**$ 6,836,317**	**$ 4,104,171**	**$ 5,671,997**	**$ 4,687,646**	**$ 3,537,056**	**$ 2,901,387**	**$ 2,847,918**	**$ 2,964,349**

2024 Revenue Budget: Fire & EMS Levy Fund

FUND NAME: FIRE & EMS LEVY FUND (2310) **EXHIBIT II**
FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund
Reproduce as needed

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUE				
General Property Tax ----Real Estate	$ 1,259,381	$ 1,160,049	$ 1,183,250	$ 1,280,277
Homestead/Rollback	85,219	85,023	86,723	88,457
Other Intergovernmental Revenue	-	-	-	-
Charges for Services	676,187	658,406	667,297	680,643
Other Revenue	46,766	23,304	35,035	35,736
Other Financing Sources (Public Safety)	1,200,000	1,150,000	1,800,000	1,850,000
Other Financing Sources	2,700,000	2,700,000	3,100,000	3,600,000
TOTAL REVENUE	$ 5,967,552	$ 5,776,782	$ 6,872,305	$ 7,535,113
EXPENDITURES				
Security of Persons & Property				
Personal Services	4,943,187	5,311,051	6,650,051	7,049,054
Operating Expenditures	544,762	638,994	646,730	659,665
Capital Outlay	-	-	140,000	-
Other (Unpaid Liabilities)	356		5,429	-
Total Security of Persons & Property	$ 5,488,305	$ 5,950,045	$ 7,442,210	$ 7,708,719
TOTAL EXPENDITURES	$ 5,488,305	$ 5,950,045	$ 7,442,210	$ 7,708,719
Revenues Over (Under) Expenditures	$ 479,247	$ (173,262)	$ (569,905)	$ (173,606)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	$ 587,183	$ 1,089,836	$ 780,490	$ 210,585
Ending Cash Balance	1,089,836	916,574	210,585	36,979
Estimated Encumbrances (outstanding at year end)	81,442	136,084	-	-
Estimated Ending Unencumbered Fund Balance	$ 1,008,394	$ 780,490	$ 210,585	$ 36,979

Revenue Estimates:

- Property Tax – 8% increase based on 2023 1st half
- Other Financing Sources (Public Safety) – 3% increase based on Public Safety Income Tax to offset expenditures
- Other Financing Sources – 16% increase based on subsidy required from General Fund to maintain current staffing & services

Expenditure Estimates:

- Operating Costs – Same as General Fund (2% increase)
- Personnel Costs – 6% based upon staffing levels and current contract

Five-Year Forecast as of May 31, 2023

FIRE & EMS LEVY FUND

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ESTIMATE	2024 ESTIMATE	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE
Beginning Cash Balance	$ 99,912	$ 152,057	$ 123,120	$ 598,778	$ 1,089,836	$ 780,491	$ 210,586	$ 36,980	$ 31,915	$ 49,651
Revenues	2,166,670	2,184,722	1,820,430	2,067,552	1,926,782	1,972,305	2,085,113	2,121,736	2,161,336	2,204,563
Subsidy Required	2,897,000	2,050,000	2,251,522	2,700,000	2,700,000	3,100,000	3,600,000	3,900,000	4,100,000	4,100,000
Expenditures	(5,023,812)	(4,327,674)	(3,599,788)	(4,276,494)	(4,800,044)	(5,642,210)	(5,858,719)	(6,026,800)	(6,243,600)	(6,261,900)
Cash Balance	$ 152,057	$ 123,466	$ 598,778	$ 1,089,836	$ 916,575	210,586	36,980	31,915	49,651	92,314
Encumbrances	(136,919)	(68,248)	(47,129)	(81,442)	(136,084)					
Unencumbered Cash Balance	$ 15,137	$ 55,218	$ 551,649	$ 1,008,394	$ 780,491	$ 210,586	$ 36,980	$ 31,915	$ 49,651	$ 92,314

2022 Revenue Budget: Police Law Enforcement Fund

FUND NAME: POLICE LAW ENFORCEMENT FUND (2410) **EXHIBIT II**
FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund
Reproduce as needed

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUE				
General Property Tax ----Real Estate	605,484	549,631	616,000	666,512
Homestead/Rollback	72,608	73,062	74,523	76,013
Other Intergovernmental Revenue	14,434	20,578	18,798	19,174
Charges for Services	178,305	173,236	280,500	300,135
Other Revenue	6,005	15,908	10,500	10,500
Other Financing Sources (Public Safety)	650,000	1,150,000	1,800,000	1,850,000
Other Financing Sources	3,200,000	3,195,000	2,700,000	2,800,000
TOTAL REVENUE	$ 4,726,835	$ 5,177,414	$ 5,500,321	$ 5,722,334
EXPENDITURES				
Security of Persons & Property				
Personal Services	3,577,381	4,743,860	4,776,947	4,900,000
Operating Expenditures	456,628	638,290	971,614	991,046
Other (Unpaid Liabilities)	40,623	60,693	-	-
Total Security of Persons & Property	$ 4,074,632	$ 5,442,842	$ 5,748,561	$ 5,891,046
TOTAL EXPENDITURES	$ 4,074,632	$ 5,442,842	$ 5,748,561	$ 5,891,046
Revenues Over (Under) Expenditures	$ 652,203	$ (265,428)	$ (248,240)	$ (168,712)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance)	$ 77,746	$ 729,950	$ 429,577	$ 181,337
Ending Cash Balance	729,950	464,522	181,337	12,625
Estimated Encumbrances (outstanding at year end)	76,855	34,944	-	-
Estimated Ending Unencumbered Fund Balance	$ 653,095	$ 429,577	$ 181,337	$ 12,625

Revenue Estimates:

- Property Tax – 8% increase based on 2023 1st half
- Other Financing Sources (Public Safety) – 3% increase based on Public Safety Income Tax to offset expenditures
- Other Financing Sources – 4% increase based on subsidy required from General Fund to maintain current staffing & services

Expenditure Estimates:

- Operating Costs – Same as General Fund (2% increase)
- Personnel Costs – 3% based upon staffing levels and current contract

Five-Year Forecast as of May 31, 2023

POLICE LAW ENFORCEMENT FUND

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ESTIMATE	2024 ESTIMATE	2025 ESTIMATE	2026 ESTIMATE	2026 ESTIMATE
Beginning Cash Balance	$ 69,518	$ 129,702	$ 38,569	$ 77,746	$ 729,950	$ 429,577	$ 181,337	$ 12,671	$ 23,545	$ 57,919
Revenues	623,243	869,877	707,065	876,835	832,414	1,000,321	1,072,334	1,093,174	1,114,374	1,136,074
Subsidy Required	3,555,000	1,900,000	2,560,260	3,200,000	3,195,000	2,700,000	2,800,000	3,500,000	3,700,000	3,800,000
Expenditures	(4,059,485)	(2,821,807)	(3,166,726)	(3,384,009)	(4,292,843)	(3,948,561)	(4,041,000)	(4,582,300)	(4,780,000)	(4,984,300)
Cash Balance	$ 129,702	$ 38,569	$ 77,746	729,950	464,521	181,337	12,671	23,545	57,919	9,693
Encumbrances	(113,847)	(23,061)	(15,375)	(76,855)	(34,944)					
Unencumbered Cash Balance	$ 15,854	$ 15,508	$ 62,372	$ 653,095	$ 429,577	$ 181,337	$ 12,671	$ 23,545	$ 57,919	$ 9,693

2024 Revenue Budget: Other Funds

Revenue Estimates:

- Most revenues estimates will be flat in the 2024 revenue projection or changed to reflect actual collections in the most recent fiscal year
- TIF & RID estimates increased 33% to equal 2022 and 2023 actual receipts
- Reduced General Fund supplement to G.O. Bond Retirement Fund by 12%
- Reduced Park Improvement Fund revenue by 91% due to the elimination of grant funds

Expenditure Estimates:

- Operating Costs – Same as General Fund (2% increase)
- Personnel Costs – based upon staffing level and contract increases as of April 30, 2023
- Capital Costs – estimated based upon available fund balance, not specific projects

RESOLUTION NO. 38-2023

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF MONROE, OHIO, FOR THE 2024 FISCAL YEAR.

WHEREAS, a public hearing has been held on the Tax Budget for the next succeeding fiscal year; and

WHEREAS, two copies of such Tax Budget have been on file in the office of the Director of Finance for public inspection; and

WHEREAS, Council desires to adopt such Tax Budget before July 15, 2023, pursuant to the Ohio Revised Code.

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

SECTION 1: The Tax Budget for the fiscal year of the City ending December 31, 2024, in the form marked Exhibit "A" attached hereto and made a part hereof is hereby adopted as the Tax Budget for the City for the next succeeding fiscal year.

SECTION 2: The Clerk of Council is hereby directed to file such Tax Budget and a certified copy of this Resolution with the County Auditors of Butler and Warren Counties on or before July 20, 2023.

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

PASSED:____________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

Revised County Auditor's Form No. Aud 622
Prepare in triplicate
On or before July 20th two copies of this Budget must be submitted to County Auditor

Form Prescribed by the Auditor of State

City of **MONROE**

BUTLER & WARREN County, Ohio

(Date) ____________________

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
The following Budget year beginning **January 1, 2024** has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed ____________________
Title **CLERK OF COUNCIL**

FUND NAME: GENERAL FUND (1110) **EXHIBIT I**
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUES				
Local Taxes				
General Property Tax --- Real Estate	$ 1,028,034	$ 975,835	$ 995,866	$ 1,195,039
Municipal Income Tax	12,441,520	13,302,886	14,223,887	14,508,365
Hotel/Motel Tax	130,540	162,246	163,000	166,260
Admissions Tax	38,398	32,698	35,000	35,700
Total Local Taxes	$ 13,638,492	$ 14,473,665	$ 15,417,753	$ 15,905,364
State Shared Taxes				
Homestead/Rollback	77,310	78,071	79,632	81,225
Local Government	302,315	375,770	375,770	383,285
Cigarette Tax	300	341	348	348
Liquor & Beer Permits	8,148	18,038	16,000	16,000
Total State Shared Taxes	$ 388,073	$ 472,220	$ 471,750	$ 480,858
Intergovernmental Revenues				
Racino JEDD - Unrestricted	362,477	789,205	553,666	564,739
Racino JEDD - Interchange	100,514	218,844	153,530	156,601
Federal Grants or Aid	-	-	-	-
State Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	$ 462,990	$ 1,008,049	$ 707,196	$ 721,340
Charges for Services	$ 324,439	$ 351,419	$ 358,447	$ 365,616
Fines & Forfeitures	$ 146,202	$ 115,721	$ 118,035	$ 119,000
Fees, Licenses, & Permits				
Building Permits	240,869	443,975	452,855	461,912
Cable Franchise Fees	143,089	144,369	147,256	150,201
Other Fees, Licenses, & Permits	42,982	52,866	57,500	58,650
Total Fees, Licenses, & Permits	$ 426,940	$ 641,210	$ 657,611	$ 670,763
Special Assessments	$ -	$ -	$ -	$ -
Investment Earnings	$ 110,598	$ 138,299	$ 228,000	$ 228,000
Other Revenue	$ 9,312	$ 76,803	$ 9,498	$ 9,688
Other Financing Sources:				
Advances	82,000	-	-	-
Other Sources	821,080	30,356	34,001	34,681
Total Other Financing Sources	$ 903,080	$ 30,356	$ 34,001	$ 34,681
TOTAL REVENUE	**$ 16,410,126**	**$ 17,307,741**	**$ 18,002,292**	**$ 18,535,310**

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
EXPENDITURES				
Security of Persons & Property				
Personal Services	$ 575,284	$ 708,389	$ 786,634	$ 802,300
Operating Expenditures	51,203	32,592	166,050	169,400
Other Financing Uses	5,900,000	5,895,000	5,600,000	6,300,000
Total Security of Persons & Property	$ 6,526,487	$ 6,635,981	$ 6,552,684	$ 7,271,700
Leisure Time Activities				
Personal Services	246,791	247,147	361,337	383,000
Operating Expenditures	168,083	178,570	292,000	297,800
Total Leisure Time Activities	$ 414,874	$ 425,716	$ 653,337	$ 680,800
Basic Utility Services				
Operating Expenditures	327,710	495,807	788,500	804,300
Other Financing Uses	1,400,000	1,589,000	1,855,000	1,555,000
Total Basic Utility Services	$ 1,727,710	$ 2,084,807	$ 2,643,500	$ 2,359,300
General Government				
Personal Services	2,402,924	3,068,448	3,971,507	4,336,500
Operating Expenditures	1,572,817	1,874,024	3,640,615	2,862,600
Other Financing Uses	740,296	890,020	825,000	825,000
Total General Government	$ 4,716,037	$ 5,832,492	$ 8,437,122	$ 8,024,100
Other Uses of Funds				
Transfers	5,205,300	795,180	700,000	1,350,000
Advances	-	-	-	-
Other Uses of Funds	31,396	-	-	-
Total Other Uses of Funds	$ 5,236,696	$ 795,180	$ 700,000	$ 1,350,000
TOTAL EXPENDITURES	**$ 18,621,804**	**$ 15,774,177**	**$ 18,986,643**	**$ 19,685,900**
Revenues Over (Under) Expenditures	$ (2,211,678)	$ 1,533,563	$ (984,351)	$ (1,150,590)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	$ 7,320,561	$ 5,108,882	$ 5,671,997	$ 4,687,646
Ending Cash Balance	5,108,882	6,642,446	4,687,646	3,537,056
Estimated Encumbrances (outstanding at year end)	1,004,711	970,449		-
Estimated Ending Unencumbered Fund Balance	$ 4,104,171	$ 5,671,997	$ 4,687,646	$ 3,537,056

FUND NAME: FIRE & EMS LEVY FUND (2310) **EXHIBIT II**
FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

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Reproduce as needed

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUE				
General Property Tax ----Real Estate	$ 1,259,381	$ 1,160,049	$ 1,183,250	$ 1,280,277
Homestead/Rollback	85,219	85,023	86,723	88,457
Other Intergovernmental Revenue	-	-	-	-
Charges for Services	676,187	658,406	667,297	680,643
Other Revenue	46,766	23,304	35,035	35,736
Other Financing Sources (Public Safety)	1,200,000	1,150,000	1,800,000	1,850,000
Other Financing Sources	2,700,000	2,700,000	3,100,000	3,600,000
TOTAL REVENUE	$ 5,967,552	$ 5,776,782	$ 6,872,305	$ 7,535,113
EXPENDITURES				
Security of Persons & Property				
Personal Services	4,943,187	5,311,051	6,650,051	7,049,054
Operating Expenditures	544,762	638,994	646,730	659,665
Capital Outlay	-	-	140,000	-
Other (Unpaid Liabilities)	356		5,429	-
Total Security of Persons & Property	$ 5,488,305	$ 5,950,045	$ 7,442,210	$ 7,708,719
TOTAL EXPENDITURES	$ 5,488,305	$ 5,950,045	$ 7,442,210	$ 7,708,719
Revenues Over (Under) Expenditures	$ 479,247	$ (173,262)	$ (569,905)	$ (173,606)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	$ 587,183	$ 1,089,836	$ 780,490	$ 210,585
Ending Cash Balance	1,089,836	916,574	210,585	36,979
Estimated Encumbrances (outstanding at year end)	81,442	136,084	-	-
Estimated Ending Unencumbered Fund Balance	$ 1,008,394	$ 780,490	$ 210,585	$ 36,979

FUND NAME: POLICE LAW ENFORCEMENT FUND (2410) **EXHIBIT II**
FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund

Reproduce as needed

DESCRIPTION	Budget Year Actual 2021	Budget Year Actual 2022	Budget Year Estimated for 2023	Budget Year Estimated for 2024
REVENUE				
General Property Tax ----Real Estate	605,484	549,631	616,000	666,512
Homestead/Rollback	72,608	73,062	74,523	76,013
Other Intergovernmental Revenue	14,434	20,578	18,798	19,174
Charges for Services	178,305	173,236	280,500	300,135
Other Revenue	6,005	15,908	10,500	10,500
Other Financing Sources (Public Safety)	650,000	1,150,000	1,800,000	1,850,000
Other Financing Sources	3,200,000	3,195,000	2,700,000	2,800,000
TOTAL REVENUE	$ 4,726,835	$ 5,177,414	$ 5,500,321	$ 5,722,334
EXPENDITURES				
Security of Persons & Property				
Personal Services	3,577,381	4,743,860	4,776,947	4,900,000
Operating Expenditures	456,628	638,290	971,614	991,046
Other (Unpaid Liabilities)	40,623	60,693	-	-
Total Security of Persons & Property	$ 4,074,632	$ 5,442,842	$ 5,748,561	$ 5,891,046
TOTAL EXPENDITURES	$ 4,074,632	$ 5,442,842	$ 5,748,561	$ 5,891,046
Revenues Over (Under) Expenditures	$ 652,203	$ (265,428)	$ (248,240)	$ (168,712)
Beginning Unencumbered Fund Balance				
(Use Actual Cash Balance)	$ 77,746	$ 729,950	$ 429,577	$ 181,337
Ending Cash Balance	729,950	464,522	181,337	12,625
Estimated Encumbrances (outstanding at year end)	76,855	34,944	-	-
Estimated Ending Unencumbered Fund Balance	$ 653,095	$ 429,577	$ 181,337	$ 12,625

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2024	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances: Personal Services	Budget Year Expenditures and Encumbrances: Other	Budget Year Expenditures and Encumbrances: Total	Estimated Unencumbered Balance 12/31/2024
SPECIAL REVENUE:							
2101 - Public Safety Income Tax	$ 757,962	$ 3,180,000	$ 3,937,962	$ -	$ 3,446,700	$ 3,446,700	$ 491,262
2210 - Street	865,623	2,029,359	2,894,982	2,043,400	774,000	2,817,400	77,582
2220 - State Highway	24,993	83,614	108,607		100,000	100,000	8,607
2230 - Motor Vehicle License	1,100	-	1,100		1,100	1,100	-
2330 - Public Safety FEMA Grant	8,084	3,200	11,284		8,744	8,744	2,540
2370 - OneOhio Opioid Settlement Fund	20,922	10,900	31,822				31,822
2420 - DARE Grant	10,535	7,100	17,635	-	7,800	7,800	9,835
2430 - Enforcement & Education	2,489	550	3,039		3,020	3,020	19
2440 - Federal Asset Forfeiture	13,735	-	13,735		-	-	13,735
2450 - Ohio Peace Officer Training	57,361	19,295	76,656		19,295	19,295	57,361
2510 - Court Technology Improvement	1,100	9,540	10,640		10,000	10,000	640
2620 - 2004 TIFs	45,000	3,032,990	3,077,990		3,032,990	3,032,990	45,000
2720 - 2004 RIDs	55,000	4,926,768	4,981,768		4,926,768	4,926,768	55,000
TOTAL SPECIAL REVENUE FUNDS	$ 1,863,904	$ 13,303,316	$ 15,167,220	$ 2,043,400	$ 12,330,417	$ 14,373,817	$ 793,403
DEBT SERVICE FUNDS:							
4110 - G.O. Bond Retirement	228,456	700,000	928,456		817,166	817,166	111,290
4210 - Water Bond Retirement	67,895	321,000	388,895		387,678	387,678	1,217
4310 - S.A. Bond Retirement	-	1,393,145	1,393,145		1,393,145	1,393,145	-
4410 - Income Tax Bond Retirement	792,776	659,303	1,452,079		659,303	659,303	792,776
4610 - Corridor 75 Park LTD TIF	127,146	2,055	129,201		2,055	2,055	127,146
TOTAL DEBT SERVICE FUNDS	$ 1,216,273	$ 3,075,503	$ 4,291,776	$ -	$ 3,259,347	$ 3,259,347	$ 1,032,429
CAPITAL PROJECT FUNDS:							
3101 - Capital Income Tax	357,000	1,519,000	1,876,000		1,862,800	1,862,800	13,200
3110 - Park Improvement	455,340	27,897	483,237		400,000	400,000	83,237
3120 - Capital Improvement	402,354	1,500,000	1,902,354		1,500,000	1,500,000	402,354
3620 - CPO TIF - Capital	24,880	-	24,880		-	-	24,880
TOTAL CAPITAL PROJECTS	$ 1,239,574	$ 3,046,897	$ 4,286,471	$ -	$ 3,762,800	$ 3,762,800	$ 523,671
SPECIAL ASSESSMENT FUNDS:							
5110 - S.A. Street Lighting	4,727	4,250	8,977		2,600	2,600	6,377
TOTAL SPECIAL ASSESSMENTS	$ 4,727	$ 4,250	$ 8,977	$ -	$ 2,600	$ 2,600	$ 6,377
PROPRIETARY: **ENTERPRISE FUNDS**							
6110 - Water	385,231	3,308,260	3,693,491	897,600	2,521,000	3,418,600	274,891
6120 - Water Capital Improvements	3,794	1,450,000	1,453,794		1,450,000	1,450,000	3,794
6125 - Water Meter & Read System Repl	527,170	167,105	694,275		83,235	83,235	611,040
6210 - Sewer	10,000	1,328,775	1,338,775	113,400	1,222,164	1,335,564	3,211
6310 - Storm Water	52,000	560,000	612,000	237,000	361,200	598,200	13,800
6410 - Garbage	176,905	1,205,958	1,382,863	85,500	1,122,000	1,207,500	175,363
6510 - Cemetery	77,620	109,102	186,722	45,000	95,400	140,400	46,322
6610 - Streetlight	50,882	126,812	177,694		156,053	156,053	21,641
TOTAL ENTERPRISE FUNDS	$ 1,283,602	$ 8,256,012	$ 9,539,614	$ 1,378,500	$ 7,011,052	$ 8,389,552	$ 1,150,062
FIDUCIARY: **TRUST AND AGENCY FUNDS**							
7100 - Cemetery Maintenance Trust	62,788	5,319	68,107		10,400	10,400	57,707
7110 - Mound Cemetery Trust	61,526	995	62,521		10,400	10,400	52,121
7120 - Long Street Trust	2,332	100	2,432		265	265	2,167
7310 - Fire Historic Preservation	1,471	-	1,471		-	-	1,471
7320 - Fire Loss Security	21,371	-	21,371		-	-	21,371
7410 - Drug Law Enforcement Trust	80,412	13,495	93,907		20,800	20,800	73,107
TOTAL TRUST AND AGENCY FUNDS	$ 229,900	$ 19,909	$ 249,809	$ -	$ 41,865	$ 41,865	$ 207,944

ORDINANCE NO. 2023-14

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 126.9 ACRES, MORE OR LESS, LOCATED AT KYLES STATION ROAD AND BUTLER WARREN ROAD FROM B-P BUSINESS PARK TO R-2 SINGLE-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND GRAND COMMUNITIES LLC.

WHEREAS, Grand Communities LLC has applied for the rezoning with a planned unit development; and

WHEREAS, the Planning Commission has recommended that Council rezone the real property requested herein contingent on all dwellings having a minimum floor area of 1,800 square feet or approval from the Board of Zoning Appeals for a variance to Section 1206.03(l)(6) of the Planning and Zoning Code minimum dwelling size; and

WHEREAS, after review of Planning Commission's recommendation, Council desires to rezone the real property as recommended.

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

SECTION 1: The real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road and being parcel numbers D7000011000003 and D7000011000004 and further described in Exhibit "A" attached hereto and made a part hereof, are hereby rezoned from B-P Business Park to R-2 Single-Family Residential Planned Unit Development. The rezoning of this property is subject to all dwellings having a minimum floor area of 1,800 square feet or receiving approval from the Board of Zoning Appeals for a variance to Section 1206.03(l)(6) of the Planning and Zoning Code for minimum dwelling size.

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

SECTION 3: The City Manager shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in the Planning and Zoning Code.

SECTION 4: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:_________________

ATTEST: APPROVED:

____________________________________ ____________________________________

Clerk of Council Mayor

First Reading:_________________

Exhibit "A" Ord No. 2023-14

Stonybrook
Planned Unit Development Agreement

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ________ day of June, 2023, by and between Grand Communities, LLC, a Kentucky limited liability company ("Grand") and **THE CITY OF MONROE, OHIO,** an Ohio Municipal Corporation (the "City") (collectively "Parties"). The receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** This Agreement shall be considered a Planned Unit Development Agreement by and between Grand and the City, proposing to develop 219 single-family lots located on approximately 127 acres of the original area set forth in the Agreement further described in the Preliminary Development Plan known as Stonybrook as submitted to the Monroe City Council. Grand has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 "Planned Unit Developments."

   Grand has agreed to develop the area subject to this Planned Unit Development ("Project") according to the guidelines set forth in the Monroe Planning and Zoning Code ("Code"). The Parties desire to enter into this Agreement to memorialize the conditions attached to this Planned Unit Development.

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

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

3. **Conditions Specific to Stonybrook.**

   A. Land Use and Infrastructure Improvements
   a. The maximum number of dwelling units constructed within the Project shall not exceed 219 homes.
   b. The maximum density of the homes shall not exceed 2 units per acre, calculated using the total area of lots and open space.
   c. Grand shall install adequate street trees along both sides of all proposed internal public roads in accordance with Monroe Planning and Zoning Code Chapter 1212.06: Street Tree Requirements.

   B. Open Space and Recreation Amenities Provisions

a. A total of 48.79 acres (46%) of open space will be provided, with 6.43 acres (5.06%) to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1213. The formal open space shall consist of walking trails and playground area.
b. All open space and multiuse paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said multiuse paths or trails shall be borne by the HOA including any portions of the path or trail that encroaches upon the public right-of-way.
c. All designated open space and formal open space outlined in the Preliminary Plan shall be owned and maintained by a HOA.
d. Playground equipment shall be installed in each formal open space area as shown on the preliminary plan.

C. Sidewalk Provisions

a. All sidewalks part of the Project area shall conform to the sidewalk specifications of Monroe Planning and Zoning Code Chapter 1208.07: Sidewalks.

D. Conformance to R-2 Zoning Regulations

a. The lots contained in the R-2 PUD development shall deviate from the R-2 zoning requirements as specifically described below:

i. The minimum front yard building setback shall be thirty feet (30')
ii. The minimum side yard building setback shall be five feet (5') for Designer or Patio homesites or ten feet (10’) for Masterpiece homesites.
iii. The minimum rear yard building setback shall be thirty feet (30') for all home sites.
iv. All dwelling units shall consist of a minimum of 1,800 square feet of livable floor area.
v. All dwelling units shall have attached two car garages.
vi. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, cement board siding, and dryvit materials.
vii. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
viii. All dwellings shall be constructed using a minimum 4/12 pitched roof design including the roof area located over the garage. The roof area located over the porch and entrance portions of the dwelling may be constructed using a minimum 3/12 pitch design.
ix. All structures shall have asphalt roof shingles.
x. The minimum lot width for Designer and Patio homesites shall not exceed an average minimum width of sixty-five feet (65’). Masterpiece homesites shall have a minimum lot width of eighty feet (80’).
xi. The minimum lot area for all homesites shall conform to the

approved Preliminary Development Plan.

xii. Maximum lot coverage for the Designer and Patio product type shall not exceed 45% of lot coverage. The Masterpiece product type shall not exceed more than 50% of lot coverage.

xiii.

E. Minor Changes

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

4. **General Conditions Relating to the Overall Project.**

a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.

b. The Preliminary Plat for Stonybrook shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.

c. All sign applications shall be reviewed and approved by the Zoning Enforcement Officer with strict conformance to the applicable sign code regulations.

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

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

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

This Agreement constitutes the sole and entire agreement between the Parties, and no modification hereof shall be binding unless set forth in writing signed by the Parties. This Agreement shall be governed under the laws of the State of Ohio.

The Parties have executed as of the date set forth below:

The City of Monroe, Ohio, an Ohio Municipal Corporation

____

By:
Its:
Date:

Grand Communities, LLC, a Kentucky limited liability company.

____

By: Michael Kady
Its: President
Date:

RESOLUTION NO. 39-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ALAN SCHERR ASSOCIATES FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE ASSESSMENT OF FUTURE REMODELING OF THE CITY BUILDING.

WHEREAS, with the current and future needs of the City Building staff is recommending that the current and future needs of the City Building be evaluated.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural design services related to the City Building. 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:____________________

ATTEST: APPROVED:

____ ____

Clerk of Council Mayor

ALAN SCHERR ASSOCIATES
3491 WESTURY ROAD
KETTERING OHIO 45409
P:937.222.4585 F:937.222.4520

June 9, 2023

EMAIL: mortong@monroeohio.org

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

Re: City of Monroe
Program Development, Conceptual Design and RFQ for the
City of Monroe, 233 S. Main St, Monroe, OH 45050

Dear Mr. Morton:

Thank you for your call and our discussion regarding a Program of Needs, a Conceptual Design and RFQ for the City of Monroe, 233 S. Main St, Monroe, OH 45050. I have prepared the following proposal, divided into four (4) phases, to reflect my understanding of your project and offer my services to you examining options and opportunities to retain and/or modify operational efficiencies within the city building and the preparation of a Design/Build Request for Qualifications. Phase One will develop a Program of Needs; Phase Two will prepare a Conceptual Design Package (Graphics) reflecting the Program of Needs; Phase Three will prepare a Request for Qualifications for Design/Build services to realize the Program of Needs and Conceptual Design Package; and Phase Four to participate in the interview/selection process for a Design/Build entity for this project.

PROJECT SCOPE

I have outlined my interpretation of this project scope and the efforts vital to meet this project's objectives.

PHASE ONE

- Meet with you to identify the departments, their locations and specific areas of concern. These issues were preliminarily identified but will be documented at our first meeting.
- Assemble available reference documents to be used during the research, presentation and recommendation submissions.
- Schedule and meet independently with each department, including department members, to address areas of concern, functional operations, needed affinities to other departments, physical space constraints and work-flow issues. Document each meeting for record.
- Prepare a preliminary report reflecting my findings and initial recommendations with any sketches for personnel relocations, department shifts and improved operational adjacencies, efficiencies, workflow patterns and space constraint modifications.
- Identify and outline a hierarchy of recommendations to implement a strategic plan of physical shifts or space planning adjustments within the current facility.
- Prepare a Preliminary Building Code review of the recommendations.
- Present my preliminary findings and recommendations in a meeting with you or other designated representatives from the City of Monroe. Receive your feedback and direction.

- Based upon this meeting, prepare a final report for presentation with specific recommendations for any personnel relocations, department shifts and improved operational efficiencies, workflow patterns and physical space modifications.

PHASE TWO

- Based upon an approved Program of Needs, prepare graphic documents reflecting the recommendations for departmental shifts, operational efficiencies, workflow patterns and physical space modifications.
- Accompany the graphic materials with a written report of the affected areas by the proposed modifications including a general Scope of Work descriptions and estimates of probable costs for each impacted area.
- Present the preliminary graphic materials and descriptions in a meeting with you or other designated representatives from the City of Monroe. Receive your feedback and direction.
- Based upon this meeting, prepare final graphic materials, Scope of Work descriptions and cost estimates for use by the City of Monroe.

PHASE THREE

- Prepare a Request for Qualifications for Design/Build entity proposals based upon the Program of Needs and, if included within this contract, the Conceptual Design graphics to include:
    1. Request for Qualifications Description and Legal Advertisement
    2. Request for Qualification Form(s)
    3. Description of the Scope of Services (Design/Build Project)
    4. Evaluation and Scoring Criteria

PHASE FOUR

- Participate in the Interview/Selection process for a Design/Build entity:
    1. Generate an interview/evaluation form for use by the Interview Committee.
    2. Attend/participate Design/Build entity interviews.
    3. Provide opinions regarding Design/Build entity interviews and capabilities to meet the project objectives.

PROJECT SCHEDULE

Currently, no schedule has been identified. I will endeavor to develop the required review with documentation within an acceptable timeframe, when established.

FEE PROPOSAL

This fee proposal represents my understanding of the services necessary to provide you with the four requested separate phases of services. Phase One: The Program of Needs; Phase Two: The Conceptual Design Graphic Package; Phase Three: the preparation of the Request for Qualifications for Design/Build services; and Phase Four for participation in the Design/Build entity Interview/Selection process. Within each phase, I have allocated appropriate time for meetings, presentations, site visits, general building investigation and analysis and document preparation and submissions.

This proposal does not include generating CAD documents of the existing building plans and assumes these files will be provided for ASA's use. If not available, ASA will prepare these CAD documents as an Additional Expense as defined on Page 4 of this proposal.

PHASE ONE: PROGRAM OF NEEDS AND CONCEPTUAL DESIGN

- ❑ PRE-DESIGN – PHASE ONE $6,670.00
- ❑ SCHEMATIC DESIGN $0.00
- ❑ DESIGN DEVELOPMENT $0.00
- ❑ CONSTRUCTION DOCUMENTS $0.00
- ❑ BIDDING AND NEGOTIATION $0.00
- ❑ CONSTRUCTION ADMINISTRATION $0.00
- ❑ PROJECT CLOSEOUT $0.00
- ❑ TOTAL FEE $6,670.00
- ❑ REIMBURSABLE EXPENSES (Estimated) $300.00

PHASE TWO: CONCEPTUAL DESIGN GRAPHICS

- ❑ PRE-DESIGN – PHASE TWO $6,900.00
- ❑ SCHEMATIC DESIGN $0.00
- ❑ DESIGN DEVELOPMENT $0.00
- ❑ CONSTRUCTION DOCUMENTS $0.00
- ❑ BIDDING AND NEGOTIATION $0.00
- ❑ CONSTRUCTION ADMINISTRATION $0.00
- ❑ PROJECT CLOSEOUT $0.00
- ❑ TOTAL FEE $6,900.00
- ❑ REIMBURSABLE EXPENSES (Estimated) $150.00

PHASE THREE: REQUEST FOR QUALIFICATIONS (DESIGN/BUILD SERRVICES)

- ❑ PRE-DESIGN – PHASE THREE $3,500.00
- ❑ SCHEMATIC DESIGN $0.00
- ❑ DESIGN DEVELOPMENT $0.00
- ❑ CONSTRUCTION DOCUMENTS $0.00
- ❑ BIDDING AND NEGOTIATION $0.00
- ❑ CONSTRUCTION ADMINISTRATION $0.00
- ❑ PROJECT CLOSEOUT $0.00
- ❑ TOTAL FEE $3,500.00
- ❑ REIMBURSABLE EXPENSES (Estimated) $100.00

PHASE FOUR: PARTICIPATE IN THE INTERVIEW/SELECTION PROCESS

- ❑ PRE-DESIGN – PHASE FOUR $2,100.00
- ❑ SCHEMATIC DESIGN $0.00
- ❑ DESIGN DEVELOPMENT $0.00
- ❑ CONSTRUCTION DOCUMENTS $0.00
- ❑ BIDDING AND NEGOTIATION $0.00
- ❑ CONSTRUCTION ADMINISTRATION $0.00
- ❑ PROJECT CLOSEOUT $0.00
- ❑ TOTAL FEE $2,100.00
- ❑ REIMBURSABLE EXPENSES (Estimated) $100.00

REIMBURSABLE EXPENSES

Reimbursable expenses mean the expenses incurred directly in conjunction with the project for: transportation and subsistence incidental thereto, reproduction of reports, drawings, specifications and similar project related items, which will be invoiced at our cost times a factor of 1.10.

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

ADDITIONAL SERVICES

If requested, additional services beyond the Contract Scope of Services when required and approved in writing, will be performed by ASA on an agreed upon amount or charged on an hourly basis per the following schedule. The rate structure set forth below shall be adjusted annually, if required, in accordance with normal practices of ASA.

- Principal — $175.00 per hour
- CAD — $85.00 per hour
- Renderings — $120.00 per hour
- Administrative — $90.00 per hour

NON-INCLUDED SERVICES

Items important to the project's future development, which are not included within our proposed Scope of Services unless otherwise directed, are listed below.

1. Conversion of the PDF drawings into CAD documents for the Consultant's use and presentation including site verification.
2. Preparation of building renderings (Interior and Exterior)
3. Preparation of architectural drawings for design and construction
4. Detailed building code and zoning reviews
5. Detailed cost estimating
6. Permit submissions and application fees for construction
7. Separate zoning submissions and application fees
8. Zoning hearings and document preparation
9. Building permit fees
10. Specialized consultants, (i.e. acoustics, lighting, information technology, audio-visual)
11. Furnishing selections
12. Specialized equipment beyond those noted on the concept drawings
13. Environmental testing, analysis, abatement and reporting
14. Physical and building and site verification beyond the defined scope area
15. Soil borings, testing and geotechnical reporting
16. Site surveying and buried utility locations
17. Landscape architecture
18. MEP engineering
19. Structural engineering
20. Fire suppression engineering and drawings
21. Value engineering design and plan changes after completion of the construction documents
22. Owner's Representative Services

TIMELINESS OF PERFORMANCE

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

NOTICE OF DELAY

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

STANDARD OF CARE

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

CONTRACT

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

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

DEFINITION OF "CERTIFY"

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

DOCUMENT OWNERSHIP

ASA and its consultants may prepare drawings by means of Computer Aided Design (CAD). The Client, if requested, shall be given an electronic copy of the documents for their use. They shall have the right to use, modify, and reproduce the electronic media so long as they hold Alan Scherr Associates, LLC and the entire consultant team, harmless for liability, damages, and litigation, including legal fees, which result from changes to or use of the electronic media.

All sketches, estimates, reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

CURRENT WORKLOAD

ASA maintains a very stable workload and monitors its schedule of work to assure our clients timely project delivery. We are prepared to address this project and work towards the issuance of our findings and the recommendations within an agreed upon timeline.

CLOSING

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

Yours truly,

ALAN SCHERR ASSOCIATES, LLC

Alan R. Scherr, AIA
President

M2306 REVISED PROPOSAL 060923 MORTON

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

NOTICE TO PROCEED

June 9, 2023 **EMAIL: mortong@monroeohio.org**

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

Re: City of Monroe
Program Development, Conceptual Design and RFQ for the
City of Monroe, 233 S. Main St, Monroe, OH 45050

Dear Mr. Morton:

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

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

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

Should you decide not to proceed with this project, you agree to reimburse Alan Scherr Associates, LLC for services performed to date per the attached Proposal.

Alan R. Scherr, AIA, President	<Client Signature>
June 9, 2023	
Date	Date

RESOLUTION NO. 40-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE RIVER CORRIDOR IMPROVEMENT SUBDISTRICT OF THE MIAMI CONSERVANCY DISTRICT.

WHEREAS, the Great Miami Riverway is a mixed-use district of vibrant city waterfronts interconnected by extensive land and water trails and includes the communities along the Great Miami River corridor from Sidney to Hamilton; and

WHEREAS, Council recognizes the potential to maximize existing and planned riverfront investments and economic development by approaching the river corridor as a unified, connected, regional place; and

WHEREAS, the River Corridor Improvement Subdistrict of the Miami Conservancy District is leading a regional effort to address challenges by facilitating a coalition of the communities; and

WHEREAS, Monroe will participate in the Great Miami River Coalition as more fully described herein, whose purpose is to enhance the community connections to our river, trail and each other – through communications, programs, outreach and development – so that we can achieve regional vitality.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the River Corridor Improvement Subdistrict of the Miami Conservancy District pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

<u>SECTION 2</u>: 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

Exhibit "1" Res No. 40-2023

AGREEMENT

This **AGREEMENT**, made this 1st of June, 2022, by and between the **RIVER CORRIDOR IMPROVEMENT SUBDISTRICT of the MIAMI CONSERVANCY DISTRICT**, a body corporate and political subdivision of the State of Ohio, pursuant to §6101 of the Ohio Revised Code, located at 38 East Monument Avenue, Dayton, Ohio 45402, and the **City of Monroe**, located at 201 W. Main Street, Troy, OHIO, 45373, and hereinafter referred to as "MONROE".

WHEREAS, The Great Miami Riverway is a mixed-use district of vibrant city waterfronts interconnected by extensive land and water trails and includes the communities along the Great Miami River corridor from Sidney to Hamilton; and

WHEREAS, MONROE recognizes the potential to maximize existing and planned riverfront investments and economic development by approaching the river corridor as a unified, connected, regional place; and

WHEREAS, A 2015 U.S. Army Corps of Engineers study provided a regional perspective of existing river and riverfront development and validates communities' efforts to improve and market the river corridor is practical, achievable, and can be successful; and

WHEREAS, the recommendations in the 2015 U.S. Army Corps of Engineers study included:

- Creation of a strong, unified identity for the river corridor
- Promotion of the recreational, historical and cultural resources to increase tourism
- Incorporation of the river into community events; and

WHEREAS, the River Corridor Improvement Subdistrict of the Miami Conservancy District is leading this regional effort to address these challenges by facilitating a coalition of the communities; and

WHEREAS, the Miami Conservancy District has many years of experience bringing diverse communities together to establish programs that benefit the Miami Valley including regional approaches to flood protection, recreation, and water management; and

WHEREAS, the goal of the Great Miami Riverway Initiative is to develop and implement ongoing marketing, planning, and programming to:

1) Increase use of recreational, historical, and cultural assets,
2) Attract more visitors,
3) Support economic development,
4) Strengthen river corridor neighborhoods; and

WHEREAS, organizations joined together to form the Great Miami Riverway Coalition (Attachment A) in 2017, and have worked collaboratively achieving success toward its goal, while recognizing that continuing efforts are needed; and

WHEREAS, MONROE will participate in the Great Miami Riverway Coalition as more fully described in Attachment A, whose purpose is to enhance the community connections to our river, trail and each other — through communications, programs, outreach and development — so that we can achieve regional vitality; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, it is **AGREED** as follows:

1. MONROE agrees to pay River Corridor Improvement Subdistrict the sum of not more than $48,000 to conduct activities from the draft of execution of this agreement through MAY 31, 2027. MONROE shall make the equal payments of $12,000 on June 1 of each project year.

2. MONROE will participate as a voting member of the Great Miami Riverway Coalition if payments are current.

3. MONROE acknowledges that the primary role of River Corridor Improvement Subdistrict is facilitation, coordination, and planning as described in Attachment B (Description and Budget), dated August 25, 2021 and Attachment C (Strategic Priorities) dated January 2021.

4. Funding for physical improvements is not covered by this agreement. The Annual Budget identified in Attachment B, Schedule and Budget may be modified to include additional funds and funding sources for such items and activities.

5. River Corridor Improvement Subdistrict and MONROE agree to maintain records for audit by agencies of the State of Ohio.

6. This **AGREEMENT** represents the entire agreement between the parties with respect to the subject matter hereof.

7. This **AGREEMENT** may be amended or supplemented at any time by full consent in writing of both parties hereto.

8. This **AGREEMENT** shall be governed by the laws of the State of Ohio.

9. This **AGREEMENT** shall be in effect until MAY 31, 2027.

IN WITNESS THEREOF, pursuant to authorization of the Board of Directors of **THE MIAMI CONSERVANCY DISTRICT** on behalf of the **RIVER CORRIDOR IMPROVEMENT SUBDISTRICT**, the General Manager of **THE MIAMI CONSERVANCY DISTRICT** and the representative of **ORGANIZATION** have respectively executed this agreement on the day and date first written, in duplicate.

THE RIVER CORRIDOR IMPROVEMENT SUBDISTRICT OF THE MIAMI CONSERVANCY DISTRICT

By:

____

MaryLynn Lodor
General Manager
The Miami Conservancy District

ORGANIZATION

By:

____

REPRESENTATIVE
TITLE

DESCRIPTION AND BUDGET

2022 - 2027

The Great Miami Riverway is more than just a river. This regional destination in southwest Ohio includes more than 99 miles of paved trails and connected communities where you can surf the river, cycle the bike trail, and find your way through charming downtowns. These communities recognize the potential to maximize existing and planned riverfront investments and economic development by approaching the river corridor as a unified, connected, regional place.

The mission of the Great Miami Riverway is to build a strong, vibrant network of communities—connected by 99 miles of river—by increasing economic and community investment to attract more visitors, customers, jobs, and talented workers to southwest Ohio.

The goal of the Great Miami Riverway Placemaking Initiative is to develop and implement ongoing marketing, planning, and programming to:

1) Increase use of recreational, historical, and cultural assets
2) Attract more visitors
3) Support economic development
4) Strengthen river corridor neighborhoods

The Great Miami Riverway Coalition members have committed funds toward the Great Miami Riverway since 2017, and have asked the Miami Conservancy District to manage the budget and staff support through the Miami Conservancy District's River Corridor Improvement Subdistrict. The activities listed below are contingent on sufficient funding contributions.

Strategic Priorities during years 2022 – 2027 (Attachment C)

- Build identity and awareness of the Great Miami Riverway.
- Advocate and nurture connections between Riverway Communities.
- Build investment in riverfront development along the river and in our communities.
- Restructure the Riverway Coalition and broaden the funding platform

Annual Budget: 169,250*

*Based on current membership

The mission of the Great Miami Riverway is to build a strong, vibrant network of communities—connected by 99 miles of river—by increasing economic and community investment to attract more visitors, customers, jobs, and talented workers to southwest Ohio.

Strategic Priorities 2022-2027

Priority One: Build identity and awareness of the Great Miami Riverway.

- Build greater awareness of the Great Miami Riverway as an economic and recreational asset connecting our communities.
- Increase funding support to amplify the Riverway message and grow visitors and increase local economies.
- Update and implement the Marketing Plan.
    - Build and create unique distinction/tagline/superlative.
    - Continue to grow brand ambassadors and advocates. Make connections with businesses.
- Implement the Signage and Wayfinding Plan.

Priority Two: Advocate and nurture connections between Riverway Communities.

- Cultivate new Riverway advocates (influencers) in each community.
- Identify and support place-making projects in each Riverway community to leverage and improve public, private, and natural asset connectivity along the whole Great Miami River corridor.
- Complete trail gaps.
- Create better and stronger access from trails and rivers into our communities.
- Identify and connect key stakeholders from all sectors to regularly discuss plans, progress, and opportunities.
- Support, create, and foster additional events for users, leaders and elected officials to learn, experience, and enjoy each other and the Riverway.

Priority Three: Build investment in riverfront development along the river and in our communities.

- Inventory and rank properties that have high development potential.
  - Identify a strategy to increase development of retail/restaurant/entertainment sites with riverfront views.
  - Support the redevelopment of land and structures that have outlived their previous use and could be utilized in new and better ways.
- Connect the Economic Development community (public and private) to potential development and/or redevelopment projects in each community.
- Help Riverway communities support each other when planning and implementing projects that improve connectivity between neighboring communities and the land and water trails.
- Support investments that make the Great Miami River cleaner and more aesthetically appealing.
- Provide data and new information to help the public and private sector attract investment and growth.
- Investigate a funding mechanism to invest in Riverway projects.

Priority Four: Restructure the Riverway Coalition and broaden the funding platform

- Recruit additional Coalition members and committee members who represent a broad constituency who will help deliver on the mission and vision.
- Identify a broader funding model that includes new partnerships.

RESOLUTION NO. 41-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND VELECOR SERVICES.

WHEREAS, Information Technology (IT) services will be performed by staff; and

WHEREAS, additional services such as cybersecurity and Network Engineering will continue to be needed by an outside vendor.

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 Velecor Services pursuant to the terms and conditions set forth on Exhibit "A' attached hereto and made a part hereof.

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

PASSED:___________________

ATTEST: APPROVED:

_________________________ _________________________

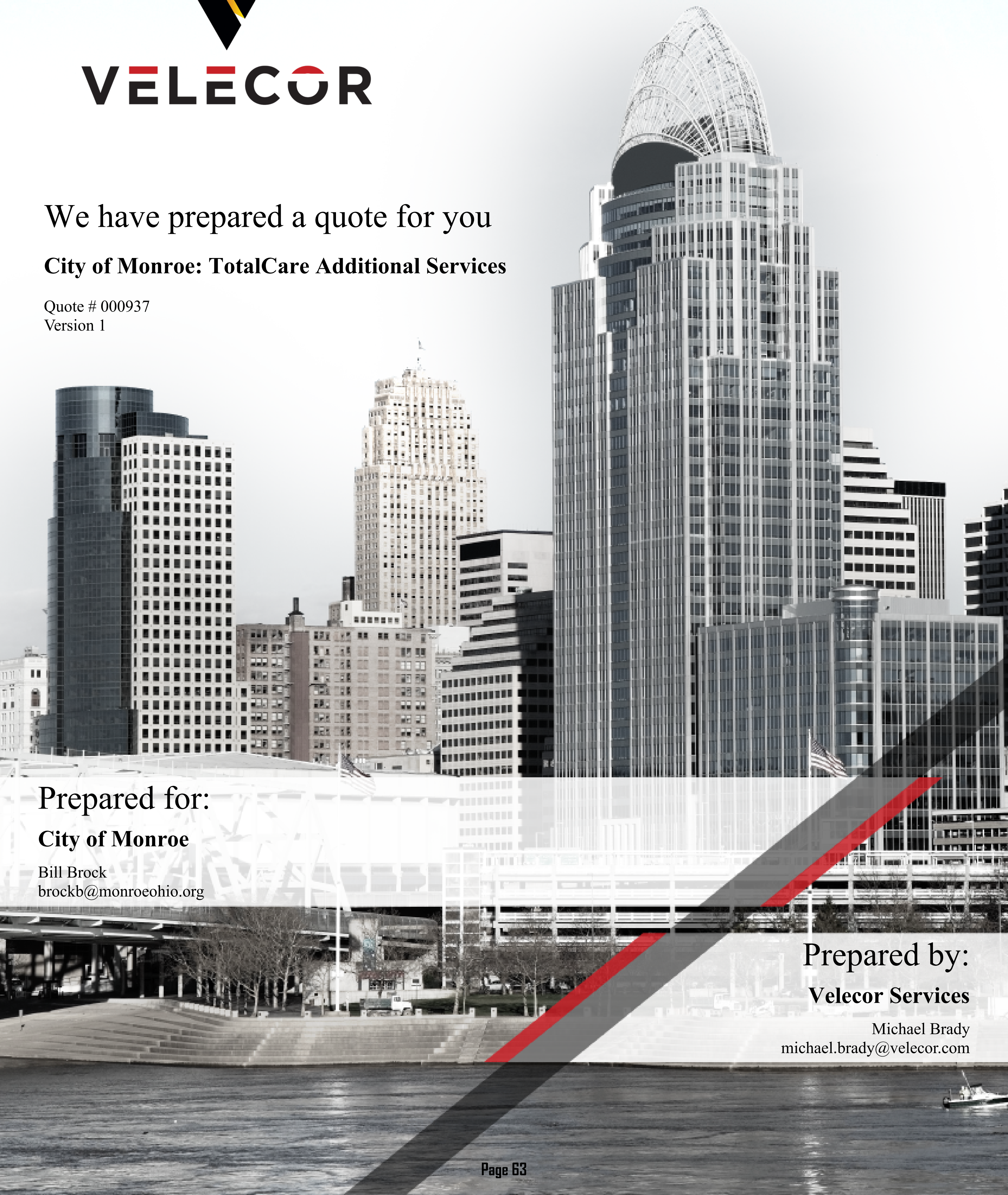
Clerk of Council Mayor

Exhibit "A" Res No. 41-2023

We have prepared a quote for you

City of Monroe: TotalCare Additional Services

Quote # 000937
Version 1



Prepared for:

City of Monroe

Bill Brock
brockb@monroeohio.org

Prepared by:

Velecor Services

Michael Brady
michael.brady@velecor.com

VELECOR
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(513) 984-3900

Thursday, April 27, 2023

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

Dear Bill,

I want to thank you for the opportunity for Velecor to continue to provide services to the City of Monroe. We are excited for this next chapter and look forward to working with your team and continuing to work with Jameson in this new role. Attached is our contract that includes the scope of work and the Terms and Conditions (T&C). I have set this up to be like the current contract in that these hours will be unlimited within the same guidelines as we have done to date. We feel that this additional cost will put the City in a much better position and speed up projects and ensure we are meeting all the needs of the different departments. If you have any questions please let me know.

In Summary, our TotalCare agreement will include the following:

Support for all Office Infrastructure

- Firewalls
- Network Switches
- Fax
- Wireless
- Printers/Scanners
- Workstations/Laptops
- Mobile Devices
- ESET (Virus Protection) for all Workstations/Laptops (Includes Deployment and Upgrades)

Unlimited Support Hours

- Includes most project work (Upgrades to Software, Deployment of new OS on Servers)
- Includes 24 x 365 x 7 Support

Training and Mentoring

- Includes Annual road-map and environment assessment meetings
- Automate Agents on all devices
- Support for IT questions on demand
- Includes Velecor providing guidance and specification for any new hardware purchases

What is NOT included

- Hardware purchases
- Setting up new workstations
- Software other than what is mentioned above
- Natural Disaster acts outside of our control (Fire, Storm, Flood)

Michael E. Brady

Michael Brady
President
Velecor Services

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TotalCare-Monthly

Description	Recurring	Qty	Ext. Recurring
TotalCare - (Level III) Part-Time Technician	$5,200.00	1	$5,200.00

Pricing Assumptions:

- This includes one Level III technician's 12 hours/week = 624 Hours Annually
- Any project work needing additional resources will be billed at a discounted rate of $100.00/hour.
- Pricing locked in for 1 years, then 5% Increase each year following
- No service initiation fees
- No fees for connectivity to support site
- All hours will be scheduled and a technician will be assigned. Work will be done offsite otherwise specified or work requires tech to be onsite.

Monthly Subtotal: $5,200.00

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City of Monroe: TotalCare Additional Services

Quote Information:

Quote #: 000937
Version: 1
Delivery Date: 04/26/2023
Expiration Date: 05/24/2023

Prepared for:

City of Monroe
233 S Main Street
P. O. Box 330
Monroe, OH 45050
Bill Brock
(513) 360-2200
brockb@monroeohio.org

Prepared by:

Velecor Services
Michael Brady
(513) 984-3900
michael.brady@velecor.com

Monthly Expenses Summary

Description	Amount
TotalCare-Monthly	$5,200.00
Monthly Total:	$5,200.00

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

Velecor Services

Signature: Michael E Brady

Name: Michael Brady

Title: President

Date: 04/26/2023

City of Monroe

Signature:

Name: Bill Brock

Date:

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TotalCare

Agreement

Velecor, LLC's TotalCare **offers stability and reliability of your organization's technology investment. Allow us the opportunity to continue to provide outstanding service.**

Thank you again for your consideration.

TotalCare Agreement ("Agreement") made between Velecor ("VELECOR"), and the Customer stated on the Agreement ("Customer").

Terms and Conditions: All Terms and Conditions listed in Terms and Conditions (T&C) listed below and are herein incorporated into this Agreement.

What this service covers and includes

Site Survey: At the initiation of services, VELECOR will dispatch one or more engineers or technicians to document the current configuration of the network, current support contracts with technology related vendors including contact and support information. This process allows the VELECOR Support Team to understand Customer's environment and to quickly diagnose problems.

Vendor Liaison: VELECOR will act as Customer's duly appointed representative and advocate. VELECOR Support Team will diagnose problems and dispatch or contact third parties such as Internet providers, Hardware manufacturers, etc… when deemed necessary. VELECOR Support Team is not intended to replace third party application support.

Best Interest: In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Customer of the problem. This will allow the VELECOR Support Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers and technicians with replacement parts when deemed necessary. In doing so, VELECOR is acting in Customer's best interest to resolve the issue as quickly as possible.

Every Effort: Customer's end users will make every effort to resolve problems with the VELECOR Support Team via remote access, telephone, or email, prior to VELECOR dispatching on-site support.

Administrative Access: It is preferable and in the case of TotalCare, mandatory that VELECOR maintain and control administrative access to Customer's network and be responsible for providing all other third parties with needed or requested access. This includes

Customer's internal I.T. Designee.

Approval of Hardware and Software: To ensure compatibility, proper budgetary planning, and ease of support, Customer will allow VELECOR, at a minimum, to approve all technology related purchases that can affect performance of Customer's network or availability of support.

Covered Items *(service availability)*	Real Time Monitoring	Proactive Maintenance	Unlimited Support	Description
Windows Server(s)	Yes	Yes	Yes	
Backup Solution	Yes	Yes	Yes	Backup Exec Software or Device
Firewall	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Router	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Switch	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Wireless Access Point(s)	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Network or Shared Printers	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Website Availability	Yes	-	-	Availability ONLY
Internet Availability	Yes	-	-	Availability ONLY
Exchange Server(s)	Yes	Yes	Yes	Services
SQL Server(s)	Yes	Yes	Yes	Services
Anti-Virus Software	Yes	Yes	Yes	Real Time Monitor If Technically Possible
PCs – Office Use	N/A	N/A	Yes	Includes Spyware/Virus removal
Mobile Devices	-	-	Yes	

Services Definition

In line with RFP Project Description, Velecor, will provide support to the City of Monroe's Information Technology Division.

TotalCare is Velecor's fixed cost, flat fee service offering our clients an all-inclusive turnkey Managed Service solution. Managed Services has become commonplace and is offered by virtually every IT support provider in the industry. Not so common is Velecor's client-centric, transparent pricing strategy designed to eliminate confusion and management's budgetary concerns.

Velecor's TotalCare allows us to directly align our service offerings with our clients' specific needs and budgetary considerations. Our unique pricing model for TotalCare promotes an equitable value exchange with our client partners. The monthly fee covers ALL associated service costs based on an agreed upon and highly detailed scope of services. This all-inclusive pricing structure gives our clients the confidence of

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both operational efficiency and predictive budgetary control.

SERVICES DEFINITION

VELECOR is pleased to offer a complete package of services for Customer. While several components are combined with TotalCare, several services are exclusively offered with the package. In addition to bonus services included with TotalCare, an overall discount is built in to the package.

TotalCare is designed to thoroughly handle all of Customer's technology related needs. VELECOR looks forward to a long-term relationship with these customers.

As a TotalCare client, all Physical and Virtual server(s) and related equipment such as Switch(s), Router(s), Firewall(s), and UPS are considered covered items.

What this service covers (In Scope)

- Real Time Monitoring 24x7 Service of all technologically possible covered items
- Proactive Maintenance of all covered items
- Unlimited Support & Administration of all covered items
- Help Desk for all Customer's staff support issues
- Outsourced I.T. Department *(exclusive to TotalCare clients)*
- All travel to and from Customer primary location (no travel fees)

What this service does not Cover (Out of Scope)

- Major upgrades and network modifications as notified by Velecor
- Issues that arise by negligence on behalf of Customer
- Unlicensed software
- Problems due to act of God, terrorism, sabotage, malicious intent of Customer or any staff members, or items generally out of our control.
- 3rd Party Vendors that interfere with configuration or infrastructure

Service Level Agreement (SLA)

DESCRIPTION	STATUS	SLA (RESPONSE TIME)
BUSINESS HOURS	Critical	**1 Hour**
	High	**2 Hours**
	Medium	**Next Business Day**
AFTER HOURS	Critical	**1 Hour**
	High	**Start of Business Day**
	Medium	**Next Business Day**

Critical	**System Down, High Impact to Users, No Work Around**
High	**System Up, Some Impact to Users, Workaround Exists**
Medium	**System Up, Impact limited to small number of Users**

Customer must follow Emergency contact procedures
INCLUDED: Support for Normal Business Hours - Monday through Friday, 8:00 AM to 6:00 PM EST, non-holiday.

WORK ORDER/TROUBLE TICKETING SYSTEM

- We use ConnectWise (http://www.connectwise.com/) a cloud-based product for Managed Service Providers
- Provides Web Portal for Clients to review tickets
- Drives billing process

AVAILABILITY OF KEY STAFF

- Call Center 24/7 x 365
- All staff are equipped with a company phone unlimited minutes and data plan
- During Business Hours they can be reached by calling the Call Center and having them paged out.
- After hours technicians are available as the call center text and/or call them for Critical outages
- Two technicians assigned to the account so there is always coverage of a knowledgeable technician as needed

AVERAGE RESPONSE TIME FOR AFTER HOURS ISSUES

Critical Response

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- Immediate response from Call Center manned 24/7 x 365
- Average Response from Technician is 22.4 Minutes today across all customers
- The City will be given our technicians cell number and able to call them directly in situations where response time is immediate.

DOWNTIME FOR ROUTINE MAINTENANCE

- Any interruption will be approved by Key staff at the City of Monroe
- Our Communication would be via Email and Phone call to key leaders
- Planned outages would provide notice five days in advance
- Unplanned outages Velecor would provide immediate notice to key leaders
- Communication will be with Department Leads who will contact each of their respective departments.

DISASTER RECOVERY

Backup and Disaster Recovery: We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

SECURITY

VELECOR takes client data security very seriously. We work with numerous local governments, the Fusion Center which has a collaborative partnership with DHS, as well as healthcare clients so we are versed with maintaining the integrity and security of data related to HIPAA, PCI, and other compliance requirements.

<u>Backup and Disaster Recovery</u>: We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

<u>Access Control</u>: We take a minimum access approach whereby access to client networks is lockdown with no inbound connectivity permitted except that which is required for operations. Patching to ensure exposed systems do not have known vulnerabilities exposed. Permissions to server data is handled with the same minimum access approach restricting data access to only those approved personnel. Encryption at rest storage solutions are available for data security.

<u>Device management</u>:

Using device management software machines can be tracked, managed, and wiped. Encryption options are available when needed and device management solutions for mobile devices can be deployed. USB security options available. Device segmentation between BYOD and City owned devices.

<u>Authentication and identification</u>:

Password policies, two-factor authentication where appropriate, and application specific security options

<u>Audit and training</u>: Periodic auditing and advised training options to instruct users on having a security mindset when communicating with a third-party person, website, or email.

All VELECOR staff have passed a background check prior to employment. The City is welcome to perform their own additional checks on VELECOR staff.

VELECOR requires all staff to abide by security and acceptable use policies for telephony, computer, social media, mobile devices, computer, fax, and internet.

Security is constantly evolving, and we strive to stay on top of the latest trends to offer options to our clients to help secure their data and

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provide responsive in the event of a breach.

MONITORING

VELECOR utilizes multiple remote monitoring solutions to manage and maintain computing environments. We deploy multiple agents to each workstation, laptop, and server to provide redundant connectivity options and management capabilities. In addition to deployed agents we monitor devices from centralized monitoring systems from our data center and from within the client network. This additional monitoring gives access to greater visibility through traffic trending and health information on network devices.

Monitoring results can be supplied on demand, and provided during the Quarterly Business Review by the Account Manager, or a representative of the City can be given a login to some of these systems to view data at their convenience.

DOCUMENTATION AND RECORDS

VELECOR always strives to have multiple technicians with in-depth knowledge of the City environment and beyond the onsite team our service desk needs to be able to assist remotely. To accomplish this, documentation is considered a key component. We utilize a documentation solution where data is encrypted, and access is fully audited, historical records are retained, and access is restricted with two-factor authentication using 2FA software loaded on company owned phones. Documentation of the City environment would be made available and the end of contract to aide with transition.

Changes to systems are logged by technicians via ticketing system. When applicable a baseline performance analysis is performed to compare with results post-change.

Staff attend a mandatory weekly meeting where new developments at managed clients are discussed to ensure the entire VELECOR team is aware of changes to the environment.

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Terms and Conditions

Velecor Agreement ("Agreement") made between Velecor, LLC ("VELECOR"), and the Customer stated on the Agreement ("Customer").

The terms and conditions of sale set forth below apply to all sales of services, products or materials by Velecor, LLC (referred to as "VELECOR") to any buyer ("Customer") as set forth in any work order, purchase order, proposal or sales agreement under which such sale is being conducted or service rendered, except to the extent otherwise specifically agreed to by VELECOR in writing. Customer's delivery of an order to VELECOR, in whatever form, and whether verbally or in writing, shall constitute assent to and acceptance of these terms and conditions. Any terms in a work order, purchase order or other document of Customer which terms are either different from or additional to these terms and conditions of sale are objected to and are excluded unless specifically agreed to in writing by VELECOR. No course of dealing or performance shall be effective to change, amend or modify in any manner whatsoever VELECOR's terms and conditions of sale. Any sale or provision of services agreement shall not constitute a requirements contract with regard to the subject of any purchase order or any parts of such subject, unless VELECOR expressly agrees to enter into a requirements contract with BUYER, as evidenced by a separate writing signed by VELECOR.

1. SERVICES, WORK ORDERS.

1.1 Services. VELECOR will provide services to Customer in accordance with these terms and conditions ("Services") as the parties may from time to time agree and specify in purchase orders ("Purchase Orders") or work orders ("Work Orders") issued or signed by Customer. The definition of Work Order includes Purchase Orders unless otherwise specified. Any affiliate of Customer will have the right to enter into Work Orders with VELECOR under this Agreement, and with respect to such Work Orders, such affiliate becomes a party to this Agreement and references to Customer in this Agreement are deemed to be references to such affiliate. VELECOR will provide Customer with information for all equipment, software and supplies required to perform the Services and VELECOR will separately invoice these. Services under a particular Work Order are sometimes called a "Project." Customer makes no promises or representations whatsoever as to the amount of business VELECOR can expect at any time from Customer.

1.2 Work Orders. This Agreement of Terms and Conditions governs each Work Order, except that any conflict between the terms of this Agreement and a Work Order will be resolved in favor of the Work Order if the Work Order explicitly states that it is intended to modify the conflicting terms of this Agreement. This Agreement does not obligate VELECOR to perform any Services until both parties have signed a Work Order and then only for the Project specified in the Work Order. Both parties must sign a Work Order for it to be effective. However, a Work Order is binding on both parties if VELECOR: (a) signs and returns it to Customer; (b) begins performance; or (c) acknowledges it by email, facsimile or any other commercially reasonable means. If VELECOR commences Services for Customer in the absence of a Work Order (or a Purchase Order) and Customer accepts such Services or allows such Services to continue to be rendered, this Agreement will nevertheless apply, unless the parties otherwise mutually agree in writing. VELECOR will, at no cost to Customer, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Work Order.

1.3 On-Site Services. If VELECOR provides Services on Customer premises, VELECOR will (a) abide by all Customer's rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression harassment and theft (collectively, "Rules"); and (b) at Customer's request, remove and promptly replace any Personnel (defined in Section 6 below) performing Services who behave in a manner that is unlawful or inconsistent with any Rule.

1.4 Payment Terms. Customer will pay VELECOR such amounts at such times as provided in the Work Order on the payment terms provided therein. Payment is to be made according to the terms stated in the Agreement. Customer agrees that this Agreement shall remain in effect for the full period stated in the Agreement and may not be terminated by Customer prior to that time, except in accordance with the terms of Provision (2 TERM). Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. If any amount owed under this Agreement is not paid when due, VELECOR may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by Customer. VELECOR reserves the right to discontinue service, if account is not current.

1.5 Taxes. In addition to the amounts owed under a Work Order, VELECOR may charge and Customer will pay applicable federal, state or local sales or use taxes or value added taxes that VELECOR is legally obligated to charge in connection with the Services or the purchase of materials ("Taxes"). Customer may provide VELECOR an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, VELECOR will not charge or collect the Taxes covered by such certificate. VELECOR will be responsible for all other taxes or fees (including interest and penalties) arising from transactions and the documentation of transactions under this Agreement.

2. TERM AND TERMINATION

The Initial Term of this Agreement shall commence on the date of signed acceptance and shall continue in force for a duration of three (3) years or until termination according to the terms of this Agreement listed below. Renewal Date is defined as one year following Initial Term or most recent Renewal Date. After the initial Term is completed the Agreement will automatically renew for each successive year under the same terms and conditions unless notice is given by either party within ninety (90) days of Renewal Date.

This Agreement may be terminated immediately, upon notice in writing:

- By either party if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the material breach.

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- By either party if the other party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by the other party, except as may be prohibited by applicable bankruptcy laws.
- Either party may terminate this Agreement for convenience upon ninety (90) days prior written notice to the other party. Any termination of this Agreement shall not relieve either party of its obligations in effect on the date of termination of this Agreement, unless otherwise mutually agreed to in writing.
- VELECOR may terminate an Agreement or any portion of the Services not then performed immediately upon written notice for Customer's material breach of the Agreement, including but not limited to, any breach of Section 7 below.
- VELECOR will provide reasonable assistance to Customer in order to enable and facilitate an orderly transition of the Services to Customer or to another vendor.

3. REPRESENTATIONSAND WARRANTIES. VELECOR represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by professionals rendering similar services; (b) the Services, Work Product and other products and materials provided by or on behalf of VELECOR will not violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights; (c) all Work Product and other products and materials provided by or on behalf of VELECOR will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Customer's exercise of its business or its rights under this Agreement; (d) all Work Product and other materials provided by or on behalf of VELECOR will not contain any viruses, "Trojan horses" or other harmful code; (e) all Work Product and other products and materials provided by or on behalf of VELECOR are not subject to any license or other terms that require that other software, documentation, information or other materials incorporating or used with the Work Product or other materials provided by or on behalf VELECOR, in whole or in part, be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or be redistributable at no charge (f) VELECOR and its Personnel will comply, at VELECOR's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over VELECOR's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (g) it has, or will have in a timely manner, all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (h) all personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; and (i) to the best of VELECOR's knowledge, none of the VELECOR Personnel has been convicted of a felony in the previous seven years, or, if he/she has, VELECOR has (to the extent in accordance with Laws) provided information to Customer regarding the nature, severity, and date of each such conviction.

This Agreement is limited to the services listed in the Work Order. It is the responsibility of Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. VELECOR is not liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of

O/S or Software, or re-indexing databases, will be billed separately on a time and materials basis, unless covered under Work Order addressing "Business Disruption Avoidance & Disaster Planning & Preparation." Customer's system will have potential security vulnerabilities, even with the Services, including, but not limited to, the vulnerability of Customer's network or systems to (i) access by persons within Customer's organization which exceeds the authority granted to such persons; {ii) snooper attacks by persons granted access by Customer to its network to obtain and misuse access codes} passwords and other data; (iii) physical access to equipment at Customer sites; and (iv) access to passwords and similar information that is written down or otherwise not afforded an appropriate level of protection by Customer. VELECOR does not guarantee that the Services will eliminate all risk or prevent damage from network or system security breaches such as the above.

4. DEFENSE AND INDEMNITY.
VELECOR will hold harmless, and indemnify Customer, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns ("Customer Indemnified Parties"), from and against any allegation or claim based on, or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "Claims"), arising from or related to (a) any negligent act or omission by VELECOR or its personnel, including, without limitation any breach of this Agreement or allegation or claim of negligence, strict liability, willful misconduct or fraud of VELECOR or its Personnel; or (b) any Claim that the Services or Work Product violate, misappropriate or infringe any third party's copyrights, patents, trade secrets, trademarks or other proprietary rights. However, the foregoing does not apply to the extent such Claim results from Customer's negligence or willful misconduct, misappropriation or infringement.

5. INSURANCE. VELECOR will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than $1,000,000 per occurrence for bodily injury and property damage combined, unless VELECOR only uses private passenger automobiles on Customer's premises, in which case not less than $1,000,000 per occurrence is acceptable, (c) "Workers' Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by VELECOR in all states where VELECOR performs Services, (d) a "Fidelity Bond" or similar policy covering employee dishonesty with limits of not less than $1,000,000 per loss. VELECOR will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than $1,000,000 per claim. VELECOR will also obtain and maintain a Technology Professional Liability/Cyber Security with limits of not less than $1,000,000 per occurrence and $3,000,000 general aggregate. VELECOR may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to VELECOR and the Customer insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced. VELECOR will provide certificates of all insurance coverage to Customer at Customer's request.

6. PERSONNEL; INDEPENDENT CONTRACTOR. VELECOR and Customer are independent contractors. VELECOR has exclusive control over its employees, representatives, agents, VELECORs and subcontractors (collectively, "Personnel") and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. VELECOR has the exclusive right to hire, transfer, suspend, terminate, recall, promote,

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discipline, discharge and adjust grievances with its Personnel. VELECOR is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. VELECOR's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Customer employees. VELECOR has no authority to bind Customer to any agreement or obligation. VELECOR will be solely responsible for all theft, damage and/or misconduct related to its Personnel.

7. CONFIDENTIALITY/PUBLICITY. VELECOR and its representatives (a) will protect and keep confidential the existence of all Work Orders, their terms and conditions and any other information obtained from Customer in connection with a Work Order or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Customer's technology, customers, business plans, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Customer promptly upon the termination of this Agreement. All such information will remain Customer's exclusive property, and VELECOR will have no rights to use such information except as expressly provided herein. VELECOR will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Customer or any of its affiliates in any manner without prior written authorization of such use by Customer. VELECOR will not issue press releases or publicity relating to Customer or any Work Order or reference Customer or its affiliates in any brochures, advertisements, client lists or other promotional materials.

8. WORK FOR HIRE AND PROPRIETARY RIGHTS.

8.1 Work for Hire. The Work Product has been specially ordered and commissioned by Customer. VELECOR agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by Customer.

8.2 Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, VELECOR hereby assigns to Customer (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of VELECOR's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by VELECOR to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of Customer. VELECOR will cooperate as may reasonably be necessary for Customer to perfect title to any Work Product, including, without limitation, executing any documents in connection with such assignment that Customer may reasonably request. VELECOR will enter into agreements with its Personnel or any other party as necessary to establish Customer's sole ownership in Work Product, and upon Customer's request, VELECOR will provide Customer with copies of such agreements. VELECOR appoints Customer as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Customer and upon termination or expiration of this Agreement, VELECOR will deliver to Customer in tangible form all materials containing Work Product, whether complete or in process.

8.3 License to Pre-Existing Work. To the extent Pre-Existing Work of VELECOR is embodied in any Work Product, deliverables or Proprietary Rights, if Customer is not in breach of this Agreement or any Work Order, VELECOR hereby grants Customer a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, reproduce, perform, display, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work. Customer will not sell or license any Pre-Existing Work without the written consent of VELECOR.

9. INSPECTION AND ACCEPTANCE.

9.1 Customer will have 10 days from Customer's receipt of any Deliverables (as defined below) from VELECOR to accept or reject any Deliverable if the Deliverable does not conform to the related Work Order under which the Deliverable was produced. Any rejection shall be in a writing delivered to VELECOR by electronic mail or an express mail service, such as FedEx or US Postal service express mail, within such 30 day period and the specific reason for such rejection. If Customer determines that any Deliverable is not acceptable, Customer may (a) may reject the item, in which case VELECOR will return any payments it has received relating to the applicable Deliverable within 10 days and Customer will have no further obligation with respect to the rejected Deliverable, or (b) direct VELECOR to correct the noncompliance or defects, in which case VELECOR (at its cost) will correct the noncompliance or defects and redeliver the Deliverable within 30 days. This process will be repeated until Customer finally rejects the Deliverable or notifies VELECOR in writing of its acceptance. Failure to reject a Deliverable within the time set forth above shall be deemed an acceptance by Customer of the Deliverable. A "Deliverable" is any service, item, products or materials, including any Work Product, delivered by VELECOR to Customer.

10. GENERAL.

10.1 Subcontract and Assignment. VELECOR may subcontract part of the duties required of it under any Work Order without Customer's prior written consent. Notwithstanding any other provision in this Agreement or a Work Order to the contrary, VELECOR may assign this Agreement and any Work Order to an affiliate of VELECOR at any time if the assignee is wholly owned by the owner of VELECOR (the "Assignee").

10.2 Governing Law/Venue. This Agreement is governed by Ohio law, excluding its conflicts of law rules. Customer irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in the county where VELECOR or Assignee, as the case may be, has its principle office, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.3 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), and facsimile with electronic confirmation or personal delivery to the other party at the address below the party's signature line below. If no address is listed for VELECOR, notice to VELECOR will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this section.

10.4 Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

10.5 No Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.6 Cumulative Rights/Construction. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

10.7 Survival. The following provisions survive termination or expiration of this Agreement: the records provision in Section 1.4; Defense and Indemnification (Section 4); Confidentiality/Publicity (Section 7); Work for Hire (Section 8) and General (Section 10), including without limitation, Limitation of Liability (Section 10.9).

10.8 Injunctive Relief. VELECOR acknowledges that any material breach of Section 7, or Section 8, by VELECOR would cause Customer irreparable harm for which Customer has no adequate remedies at law. Accordingly, Customer is entitled to specific performance or injunctive relief for any such breach.

10.9 Limitation on Liability: VELECOR's maximum liability for any breach of its obligations under this Agreement shall be the maximum insurance limit with regard to the insurance policy which pertains to such breach required to be purchased by VELECOR under section 5. VELECOR shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if VELECOR had been advised of such potential damages.
With respect to "Offsite Backup" Services, VELECOR will in no way be held responsible for data integrity or availability. "Offsite Backup" Services are resold and provided by third party vendor(s). Any warranties or liabilities may or may not be held with said vendor(s). Upon request from Customer, VELECOR will provide any known information about the vendor in use for that Customer.
With respect to "Proactive Maintenance" Services, customer acknowledges that there is no such thing as a

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totally secure, impenetrable network, but that VELECOR's "Proactive Maintenance" services (according to specific service(s) contracted for) provides a reasonable level of proactive protection as well as ongoing security monitoring and reporting. VELECOR will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.
WARRANTY DISCLAIMER: EXCEPT AS TO THOSE EXPRESSED WARRANTIES SET FORTH HEREIN,THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, VELECOR's liability (regardless of the form of action) will be limited to Customer's direct damages in an amount up to the cumulative annual amount of charges paid to VELECOR for the services hereunder. VELECOR's entire liability and Customer's exclusive remedies for VELECOR's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by VELECOR under this Agreement are limited to those contained in this Agreement where permitted by law.
Under "Service Level & Warranty" services, certain operability outlined in Appendix A will be remedied by VELECOR at no additional cost to Customer according to provisions also set forth in Appendix A.

10.10 Entire Agreement. This Agreement and the Work Orders, together with all associated exhibits and schedules, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Work Order is binding unless it is in writing and signed by Customer and VELECOR.

This Agreement may be executed by facsimile and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement. *NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.*

RESOLUTION NO. 42-2023

A RESOLUTION REPEALING RESOLUTION NO. 69-2018 WHEREIN COUNCIL ACCEPTED A $650,000 GRANT FOR THE GREAT MIAMI TRAIL MONROE SECTION PROJECT.

WHEREAS, Monroe applied for and received approve for grant funding for the Great Miami Trail Monroe Section Project; and

WHEREAS, due to circumstances beyond the City's control, Monroe has not been able to meet the time limits set forth in the grant agreement; and

WHEREAS, it is in the best interest to not accept the award of the grant and re-apply at a later date.

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

SECTION 1: Resolution No. 69-2018 is hereby repealed in its entirety.

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

RESOLUTION NO. 43-2023

A RESOLUTION REPEALING RESOLUTION NO. 67-2020 WHEREIN COUNCIL ACCEPTED A $500,000 GRANT FOR THE CONSTRUCTION OF A 2.3 MILE LONG TRAIL ALONG THE GREAT MIAMI RIVER.

WHEREAS, Monroe applied for and received approve for grant funding for the construction of a 2.3 mile long trail along the Great Miami River; and

WHEREAS, due to circumstances beyond the City's control, Monroe has not been able to meet the time limits set forth in the grant agreement; and

WHEREAS, it is in the best interest to not accept the award of the grant and re-apply at a later date.

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

<u>SECTION 1</u>: Resolution No. 67-2020 is hereby repealed in its entirety.

<u>SECTION 2</u>: 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

Compass Minerals

Sold-To ("Buyer"):

Jason Holbrook
City of Monroe
Attn: Donna Campbell
P O Box 330
Monroe, OH 45050-0330

Date: June 05, 2023
Document: 197516
Tel: (513) 727-8953
Fax: (513) 422-7146
Email: campbelld@monroeohio.org
Customer #: H704368
Preferred: Mail

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
2,500	City of Monroe 1000 Holman Ave.(Service Bldg.) Monroe, OH 45050 Destination #: H757830 Delivery Lead Time: 4 days	101.33 Deliver w/o/Equipment	Depot: Cincinnati - Watco Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 36.9 Miles

~agrees to terms on the SWOP4G Bid FY2023.

Buyer commits to purchasing 0% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 0% (unless Seller has declined to deliver those tons).

Price(s) effective through Wednesday, 31 Jul 2024

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are CC/NET 30 Days

* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
* Delivered price(s) via dump and based on full truck load quantities.
* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
* Applicable taxes extra
* Compass Minerals America Inc. has no obligation to store the Product after 31 Jul 2024, but if it chooses to make storage available it will be for a fee of $5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: ____________________

Title: ____________________

Name: ____________________

Date: ____________________

____

Jason Fritz
Highway Sales Mgr 800-323-1641 x2
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail

Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

9900 W. 109th Street, Suite 600, Overland Park, KS 66210

Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer"s bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer"s documents. SELLER"S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER"S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER"S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller"s price and Buyer is solely responsible for all such taxes and charges.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller"s quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller"s Credit Department and must be specified in writing on Seller"s invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer"s financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller"s ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller"s control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller"s intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller"s invoicing document, all transportation charges, including, without limitation, Seller"s and carrier"s charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller"s invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product"s risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller"s prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller"s specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER"S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER"S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER"S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS" FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER"S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER"S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller"s ability to recover additional amounts from Buyer for damages incurred as a result of Buyer"s breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer"s failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller"s request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer"s intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller"s prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer"s purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller"s failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement"s termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.