



**Monroe Council Agenda
Regular Meeting of Council
February 27, 2024 – 6:30 AM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of February 13, 2024

Visitors

Patrick McCausland, Monroe Lions Club - Alcohol During the Light Up the Sky Event

Major Steve Arrasmith - Greater Warren County Drug Task Force Annual Report

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2024-06. An Ordinance amending and supplementing Section 286.08 and Section 286.09 (F) of the Codified Ordinances to adjust the planning, zoning, and special building permit fees. (Second Reading)

Sponsor: Tom Smith

Strategic Priority: Good Governance

Background: The City issues service charges for building and zoning permits, plans review, inspections, and an impact fee for parks with each residential building permit issued. As a best practice it is recommended to annually update the City's residential, commercial, and zoning permit fee schedule in order to stay up to date with the cost pressures associated with professional services, Consumer Price Index-Urban Consumers (CPI-U) inflation rates, and staff time. In some cases, these costs are absorbed by the City (i.e., property maintenance code enforcement) as a service already renumeralated by a tax paying resident. In other cases, the costs associated with a service are passed through to the consumer (i.e., a plan review for a developer). These costs are payable by the consumer and would not exist but for the mandate of the service being administered. With these



costs there is little profit gained, they are simply to cover the cost associated with the service, relieving the City of the expenditure.

New Business

Resolution No. 11-2024. A Resolution accepting the lowest and/or best bid for the concrete driveway replacement and Fire Station 61 and authorize the City Manager to execute a contract by and between the City of Monroe and Loveland Excavating & Paving, Inc.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This is for the replacement of the driveway apron at Station 61. This project will replace all the concrete between the exit of the three bay doors and Main Street. The original concrete has met its useful life and needs replaced. This project was part of the 2024 capital funding which was appropriated by city council in December 2023. \$160,000.00 was approved.

Loveland Excavating was the low bid on the project. Their bid was \$123,117.50. After checking references, Public Works feels confident that this contractor can complete this project within scope. Five total bids were received, attached is a bid sheet showing all five bids.

I will provide a copy of the contract at this meeting for signature by the City Law Director and City Manager.

Resolution No. 12-2024. A Resolution accepting the lowest and/or best bid for Turf Maintenance 2024 and authorize the City Manager to execute a contract by and between the City of Monroe and Midwest Groundscapes LLC.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure Parks and Connectivity

Background: This mowing contract is for mowing seventy-two (72) acres of city/township owned property. This contract is for one-year, with the ability to approve three additional years of service if the City is satisfied with this contractor in year one.

Mound Cemetery (12 acres), North Monroe Cemetery (9 acres), and Amanda Cemetery (Lemon Township) (1 acre) as well as Community Park (25 acres) and Crossings Park (25 acres) are the properties to be serviced within this contract.

This service was advertised for two weeks in the local paper to meet ORC guidelines for bidding. Five total bids were received, I have attached the bid opening sheet with all five bid amounts.



Public Works has not worked with this contractor in the past, but we have checked their references and feel confident that they can deliver the work expected within this contract.

This contract is based roughly on thirty-two services per season, based on the \$2,975.00 cost per mow, this contract is worth \$95,200.00 per year. A full-time topped out Operator/Laborer in Public Works with full benefits has a salary package of \$93,000.00 per year. As you can see, this contract equates to only 1.02 full-time employees. This, along with the fact that Public Works spends 160 employee hours per week on additional mowing throughout the City of City-owned properties. This does not include roadside mowing operations of the state routes and rural roads within the City.

Resolution No. 13-2024. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Axon Enterprise, Inc. for in-car video recording equipment and storage.

Strategic Priority: Well Managed Services and Infrastructure

Background: This agreement is a five-year contract renewal for the police department's in-car video system. The original cameras that were installed in 2017 are no longer supported and must be upgraded. This new agreement includes the equipment and hardware for both the forward-facing and rear seat cameras for a total of 28 cameras. It also includes a warranty program on each camera that provides for upgrades to the latest technology when available in order that we will not incur the cost of replacing the camera hardware in the future. In addition, these fees include the storage of the videos.

Ordinance No. 2024-07. An Ordinance authorizing the City Manager to enter into a Lease Agreement with the highest bidder for the real property know as the Baker Sports Complex.

Sponsor: Angela S. Wasson

Strategic Priority: Good Governance

Background: The real property known as the Baker Sports Complex was advertised for bids to lease the property for farming purposes pursuant to law. The bids were due on February 20, 2024, at 9:00 a.m. We only received one bid at a price of \$231.00 per tillable acre (33 total acres).

Bids were sought at the same time for 30 tillable acres on the property recently purchased for the new public works facility. No bids were submitted for that property by the deadline of February 20, 2024, at 10:00 a.m.

Consideration of Motion authorizing the expenditure in the amount of \$16,500 to Robinson Fence Co. for the replacement of a fence around baseball field #1 at Monroe Community Park.

Sponsor: Gary Morton



Strategic Priority: Parks and Connectivity Well Managed Services and Infrastructure

Background: This is for the replacement of the fence and backstop around field #1 at Community Park. The existing fence is in disrepair. Many of the posts are rusted off at ground level and the fence fabric is also in bad shape. No one knows how old the current fence is. The Public Works Department plans to replace all the current fencing within Community Park over the next several years. Field one was chosen first at the request of the Monroe Sports Association. Three quotes were obtained for this project. Robison Fence was the low bid at \$16,500.00. Hamilton Fence quoted \$20,450.00 and Simpson Fence quoted \$29,910.00. Public Works is comfortable with Robinson Fence, they complete a lot of fence and guardrail repair for the City. \$25,000.00 was budgeted for this replacement in the 2024 budget from TIF/RID funds.

Consideration of Motion to authorize the expenditure to Berns Landscaping in the amount of \$27,887.00 for the purchase and installation of street trees in the Todd Glenn Subdivision.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure Good Governance

Background: This is for the replacement of street trees within the Todd Glenn Reserve Subdivision. In January, Public Works had eighty-nine existing street trees removed. This contract will replace these eighty-nine trees with sixty-eight trees.

The original street trees approved by the City in this subdivision were found to be too large for the five-foot tree lawn area between the curb and sidewalk. Those trees had done significant damage to the sidewalk within the subdivision. The Assistant City Manager worked with the neighborhood HOA to put this program in place. The City of Monroe agreed to pay for the removal of the existing trees and stumps and replant new trees, which are approved trees within the City of Monroe codified ordinances. The HOA agreed to pay for the replacement of damaged concrete. Three quotes for tree replacement were obtained for this project. Bern's Landscaping was the lowest and best bid at \$27,887.00. This project, along with the removal of the trees and stumps, is being financed by the Residential TIF account which is held specifically for the Todd Glenn Reserve Subdivision.

Public Works has worked alongside the Development Department to identify a list of proper trees to be planted in the tree lawn. We have also identified criteria which will govern the spacing requirements of these trees from drive approaches, streetlights, intersections, fire hydrants, and other items. This is an effort to not over plant trees, causing congestion and infrastructure damage in the tree lawn area.

Administrative Reports

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
February 23, 2024 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present: Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of January 23, 2024; seconded by Mr. Graves. Voice vote. Motion carried.

Visitors

Brandon Saylor of 552 North Sands Avenue expressed his continued displeasure he was still going to be charged for concrete work.

Old Business

Resolution No. 07-2024. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and Burgess & Niple/KZF Design Joint Venture for a criteria architect for the new public works facility and fire department station 62 upgrades.

Mrs. McElfresh moved to remove Resolution No. 07-2024 from the table; seconded by Mr. Graves. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 07-2024 by title only.

Mrs. McElfresh moved to adopt Resolution No. 07-2024; seconded by Dr. Clark. Roll call vote: five ayes; one nay (Hagedorn). Motion carried.



New Business

Resolution No. 08-2024. A Resolution approving a Then-and-Now Certificate in the amount of \$3,825.00 to the Center for Local Government.

The Clerk of Council read Resolution No. 08-2024 by title only.

Mrs. McElfresh moved to adopt Resolution No. 08-2024; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Resolution No. 09-2024. A Resolution accepting the lowest and/or best bid submitted for the Todhunter Road Culvert Replacement Project and authorize the City Manager to enter into a contract by and between the City of Monroe and W.G. Stang.

The Clerk of Council read Resolution No. 09-2024 by title only.

Mrs. McElfresh asked if once the culverts are replaced semi trucks would be allowed on Todhunter from Cincinnati-Dayton Road to Yankee Road. Mr. Morton advised she was correct as the previous City Manager designed the area a no truck route due to the load rating of the two culverts. Mrs. McElfresh and Mr. Hagedorn indicated they are not in favor to permit semi trucks on any portion of Todhunter Road. Mr. Morton noted that right-of-way was obtained to widen this portion of Todhunter Road.

Chief Buchanan advised that he does not recall accidents in that area and does not see a lot of semi trucks in that area.

Mrs. McElfresh moved to adopt Resolution No. 09-2024; seconded by Mr. Wagner. Roll call vote: four ayes; two nays (Hagedorn and McElfresh). Motion carried.

Resolution No. 10-2024. A Resolution authorizing the City Manager to enter into a professional services agreement with Choice One Engineering to develop specifications for curb ramp replacement in compliance with the Americans with Disabilities Act.

The Clerk of Council read Resolution No. 10-2024 by title only.

Mrs. McElfresh moved to adopt Resolution No. 10-2024; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

Ordinance No. 2024-05. An Ordinance amending and supplementing Ordinance No. 2024-04, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, fiscal year ending December 31, 2024.

The Clerk of Council read Ordinance No. 2024-05 by title only.



Mrs. McElfresh moved to adopt Ordinance No. 2024-05; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Ordinance No. 2024-06. An Ordinance amending and supplementing Section 286.08 and Section 286.09 (F) of the Codified Ordinances to adjust the planning, zoning, and special building permit fees.

The Clerk of Council read Ordinance No. 2024-06 by title only.

Mayor Funk stated that Ordinance No. 2024-06 will be on the next agenda for a second reading.

Consideration of Motion appointing City Manager Larry Lester to the Butler County Emergency Management Agency.

Mrs. McElfresh moved to appoint City Manager Larry Lester to the Butler County Emergency Management Agency; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion to authorize the expenditure of \$12,000 to Rozzis' Famous Fireworks for the Fourth of July Fireworks Display.

Mrs. McElfresh moved to authorize the expenditure of \$12,000 to Rozzis' Famous Fireworks for the Fourth of July Fireworks Display; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion accepting the November and December 2023 Finance Reports as submitted.

Mrs. McElfresh moved to accept the November and December 2023 Finance Reports as submitted; seconded by Mr. Graves. Voice vote. Motion carried.

Administrative Reports

Paul Goodhue reported that late last year the City was awarded a grant to make pedestrian improvements in the City. This began trying to find ways to offset the costs for the ADA curb ramp replacements. He noted this grant will also include adding some sidewalks. We were able to bring in \$767,000 from the Ohio Department of Transportation (ODOT) with a local match of 10% of that amount. This will include any engineering design, right-of-way acquisition, and construction. We are looking at five different locations, mostly on Britton Lane. There will be sidewalks in front of Mount Pleasant. We will see construction in 2026 and possibly in late 2025. Mr. Goodhue advised Council will see legislation at the next Council meeting committing our local match.

Mrs. McElfresh asked if this could be used for the designated trail on State Route 4 to make that safer. Mr. Goodhue replied it could not be with this funding; however, there is annual funding and we can apply for that area.



Mr. Goodhue, in response to an inquiry from Mayor Funk, advised funding could be used for sidewalks or a multi-use path.

Mr. Goodhue informed Council the noise study was completed last week taking recordings of five different locations along Stone Ridge Drive. While they do not have all of the answers yet, unfortunately the noise was not higher in decibel ratings than what you would normally find there. As an example, the vehicles passing on Stone Ridge Drive is just as loud. The challenge with this is do you have the same sound for a solid one minute and they will compare Monroe's noise ordinance with others around the nation. As of right now there is nothing alarming and they will be looking at this again more closely.

Referencing Todhunter Road, Mr. Goodhue advised that all of the signs will be pictorial as the text on the signs were confusing. He would like to look at if there is a way we can post advanced notification signs.

Mrs. McElfresh hopes that Mr. Lester can have further communication with the warehouse to try to come to some resolve.

Mr. Graves asked what reasoning there was designating that section no trucks. Mrs. McElfresh replied that the road is not wide enough and there are sharp "S" curves. Mr. Graves asked why couldn't the east end of Todhunter be designated a no truck route. Mr. Goodhue replied that there are issues, such as the steep grades, that could be looked at.

Adjournment

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

The regular meeting of Council adjourned at 7:21 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 286.08 AND SECTION 286.09 (F) TO ADJUST THE PLANNING, ZONING, AND SPECIAL BUILDING PERMIT FEES.

WHEREAS, due to the increase in costs for professional services, inflation rates, and staff time it is necessary that the fees charged for planning, zoning, and building be reviewed on an annual bases; and

WHEREAS, after review of the current fees charged, staff is recommending a change in said fees.

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

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

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

Subdivisions: (Residential and Commercial)

A. *Minor Subdivision* (3 - 5 lots, excluding extension of construction of public roadway)

Site Plan Review	\$200 + \$20/unit**
Amendments to Final Plan (prior to recording of original submission)	50% of original fee**

B. *Major Subdivision* (6 lots and above and/or extension or construction of public roadway)

Preliminary Site Plan Review	\$200.00 + \$20.00/unit**
Construction Drawings Review	1.5% of Engineers Estimate
Bonds (Performance/Maintenance)	Based on Engineers Estimate
Final Site Plan Review	\$200.00 + \$20.00/unit**
Amendments to Preliminary or Final (prior to recording of original submission)	50% of original fee**

**When any application has been submitted to the City for permits, certificate, or approval that involves the submission of technical information by the applicant, it is recognized that the City may need to incur expenses for the expertise of engineers and other subject matter experts to evaluate such technical data. As a condition of the City agreeing to consider any such application, the applicant must agree to reimburse the City at once for any such expenses. That reimbursement must be received by the City before any such permit, certificate, or approval is issued. Services for subject matter experts may include but are not limited to engineering reviews, inspections, GIS surveying and mapping of improvements, and legal services.

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

(2) Variance:

Residential/Agricultural \$300.00

Commercial/Industrial \$500.00

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

(4) Lot consolidation or lot split

2-5 lots (Residential and Commercial), excluding construction of public roadway.
\$50.00

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

(6) Planned Unit Development: \$500.00 (Residential and Commercial)

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

(8) Temporary sign \$30.00

(9) Permanent sign \$75.00

(10) Sign face change \$25.00

(11) Zoning Map and Text Amendment (Residential and Commercial) \$500.00

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

(13) Planned Unit Development amendments: \$500.00

(14) Minor Amendment to Preliminary Plat or Final Plat \$100.00

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

(16) Site plans New Commercial Construction:

Application fee \$100.00

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

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

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

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

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

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

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

\$50,000,001.00 and over plus \$2,000.00 plus \$0.01 per square foot of structure

(17) Administrative Adjustment \$50.00

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

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

- (20) Fence permit \$30.00 (Residential and Commercial)
- (21) Public hearing notification Total Actual cost of publication and mailing
- (22) Temporary Use \$30.00
- (23) Addition/Extension \$100.00 (Residential and Commercial)
- (24) Demolition
 - Residential \$50.00
 - Commercial \$100.00
- (25) Certificate of Zoning Compliance
 - Residential \$100.00 plus \$0.01 per sq. ft.
 - Commercial/Industrial \$200.00 plus \$0.01 per sq. ft.
- (26) Zoning Verification \$50.00

SECTION 2: Section 286.09 (f) of the Codified Ordinances is hereby amended to read as follows:

“(f) Special building permit fees.

- (1) A fee of \$785.51 per single-family residence will be charged at the time a new building permit is issued. This is to be a one-time fee charged only on the initial permit for the dwelling.
- (2) A fee of \$785.51 per individual family unit will be charged on all building permits for new multi-family construction.
- (3) A fee of \$785.51 will be charged on each commercial and industrial building permit at the time of issuance. This fee will be charged only once for each structure.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

EXHIBIT B

“286.08. Planning and Zoning Code.

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

Subdivisions: (Residential and Commercial)

A. Minor Subdivision (3-5 lots, excluding extension of construction of public roadway)

Site Plan Review	\$200 + \$20/unit (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant.
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Amendments to Final Plan (prior to recording of original submission)	50% of original fee and 100% of professional services** shall be payable by applicant
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B. Major Subdivision (6 lots and above and/or extension or construction of public roadway)

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

Final Plat Review	\$200 + \$20/unit (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant
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Amendments to Preliminary or Final (prior to recording of original submission)	50% of original fee and 100% of professional services** shall be payable by applicant
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**When any application has been submitted to the city for permits, certificate, or approval that involves the submission of technical information by the applicant, it is recognized that the City may need to incur expenses for the expertise of engineers and other subject matter experts to evaluate such technical data. As a condition of the City agreeing to consider any such application, the applicant must agree to reimburse the City at once for any such expenses. That reimbursement must be received by the City before any such permit, certificate or approval is issued. Professional

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

- (1) Administrative Appeal to the Board of Zoning Appeals \$100.00
- (2) Variance:
 - Residential/Agricultural \$300.00
 - Commercial/Industrial/~~Business park~~ \$500.00
- (3) Conditional Use \$300.00 (residential and commercial)
- (4) Lot consolidation or lot split: ~~\$50.00~~
2-5 lots (Residential and Commercial), excluding construction of public roadway. \$50.00
- (5) Zoning review for multi-family dwelling (new construction), per unit \$80.00
- (6) Planned Unit Development \$500.00 (Residential and Commercial)
 - ~~Minor Subdivision \$250.00 (Residential and Commercial)~~
 - ~~Major Subdivision \$500.00 (Residential and Commercial)~~
- (7) Zoning review for single-family dwelling (new construction) \$100.00
- (8) Temporary sign \$30.00
- (9) Permanent sign \$75.00
- (10) Sign face change \$25.00
- (11) Zoning Map and Text Amendment \$500.00 (Residential and Commercial)
- (12) Home occupation (except non-profit organizations, which shall be exempt from a permit fee) \$75.00
- (13) Planned Unit Development Amendments \$500.00
 - ~~Minor amendment \$250.00~~
 - ~~Major amendment \$500.00~~
- (14) Minor Amendment to Preliminary Plat or Final Plat \$100.00
- (15) Accessory use or structure zoning review \$30.00
- (16) Site Plans New Commercial Construction:
 - Application fee \$100.00
 - Review and inspection fees (based upon estimated real property improvement value, not including land):
 - \$0 to \$250,000.00 \$200.00
 - \$250,001.00 to \$500,000.00 \$300.00

\$500,001.00 to \$1,000,000.00 \$500.00
 \$1,000,001.00 to \$10,000,000.00 \$600.00
 \$10,000,001.00 to \$20,000,000.00 \$800.00
 \$20,000,000.00 to \$50,000,000.00 \$1,000.00
 \$50,000,001.00 and over \$2,000.00
 plus \$0.01 per square foot of structure

- (17) Administrative ~~waiver~~ Adjustment \$50.00
- (18) Zoning review for new business/use \$100.00
- (19) Street tree planting waiver fee per tree \$600.00
- (20) Fence permit \$30.00 (residential and commercial)
- ~~(21) Alternative equivalent compliance \$25.00~~
- (22) Public hearing notification Total Actual cost of publication and mailing
- (23) Temporary Use \$30.00
- (24) Addition/Extension \$100 (residential and commercial)
- (25) Demolition
 - Residential \$50.00
 - Commercial \$100.00
- (26) Certificate of Zoning Compliance
 - Residential \$100.00 plus \$0.01 per sq. ft.
 - Commercial/Industrial \$200.00 plus \$0.01 per sq. ft.
- (27) Zoning Verification \$50.00

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

“286.09. Building permit fees.

- (a) One-, Two- and Three-Family Residential Building permit applications shall be accompanied by a fee of \$260.00.
- (b) Residential building permit applications (other than (a) above) shall be accompanied by a fee of \$100.00.
- (c) Commercial building permit applications shall be accompanied by a fee of \$500.00.
- (d) The commercial building plan and inspection fee scheduled shall be based upon the following schedule:

Commercial and industrial buildings (OBC)	
Minimum building fee	\$500.00

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Use groups A-Assembly, B-Business, E-Education, I-Institutional, M-Mercantile and R-Residential (excluding 1, 2 and 3 family structures) per the Ohio Building Code		
Structural fees:		
New construction/addition	multiply the sq. ft. times	\$0.45
Or, partial permits:		
Footing/foundation	multiply the sq. ft. times	\$0.15
Shell	multiply the sq. ft. times	\$0.15
Interior finish	multiply the sq. ft. times	\$0.20
Use groups F-Factory, H-High Hazard, S-Storage and U-Utility/Miscellaneous Per Ohio Building Code		
Structural Fees:		
New construction/addition	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.25
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.17
Or partial permits:		
Footing/foundation	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Shell	multiply the sq. ft. times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Interior finish	multiply the sq. ft. of finished area times	\$0.07
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.07
Warehouses without changes after shell approval		\$500.00 + plan review fee
Electrical fees: minimum base fee		\$225.00 plus \$6.00 per 100 sq. ft. of total floor area
Mechanical fees: Use groups A.B.E.I.M.R. minimum base fee		\$225.00 plus \$4.50 per 100 sq. ft. of total floor area
For Use Groups F, H, S, U,		\$225.00 plus \$200.00 per unit (no duct work)
If adding duct work to existing shell approval		\$225.00 plus \$2.50 per sq. ft. of duct work
Fire suppression fees: minimum base fee		\$225.00 plus \$6.00 per 100

[Type here]

		sq. ft. of total floor area
Fire alarm fee: minimum base fee		\$225.00 plus \$4.50 per device
Minor alteration: per each type of permit		\$80.00 (Bldg, Elec, HVAC, Gas, Fire Protection)
Permanent signs: under 30 sq. ft.	structural	\$80.00
	electrical	\$80.00
Over 30 sq. ft.	structural	\$170.00
	electrical	\$170.00
Demolition permit: per building		\$100.00
Unspecified permit fee—For any permit type, not specifically listed in this fee schedule, the fee shall be calculated to the most similar permit type at the discretion of the Building Official.		
Special inspection		\$100.00
Re-inspection fee		\$100.00
Permit renewal fee		\$100.00
Certificate of occupancy		\$250.00
Temporary certificate of occupancy		\$500.00
Occupying without certificate of occupancy		\$500.00
Commercial plan review fees: per hour		\$80.00
Commercial revision fee (base fee plus plan review fees)		\$150.00
Starting work without permits		\$200.00 or double the fees, whichever is greater.
Board assessment		
Pursuant to Ohio R.C. 3781.102(F)(1) an assessment equal to three (3) percent of those fees imposed for plans and specifications and inspection approvals in connection with non-residential buildings shall be collected and remitted to the Ohio Board of Building Standards.		

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

Residential One, Two and Three Family Buildings (RCO):		
Building fees:		
Base fee—New homes, additions and alterations		\$100.00 plus \$0.35 per sq. ft.
Electric fees:		

[Type here]

Base fee:	\$100.00 plus \$0.05 per sq. ft.
Construction temporary	\$100.00
Service entrance only	\$45.00
Service and additional wiring	\$85.00
Out building	\$50.00
Out building with service	\$100.00
Special inspection	\$75.00
Heating and cooling	\$45.00
Heating/cooling with circuit wiring (HVAC)	\$55.00
Re-inspection	\$50.00
Swimming pool	\$90.00
Electric Vehicle Chargers	\$90.00
Generator	\$100.00
Solar Array (Bldg. and Electric)	\$90.00 plus \$5.50 per panel
Solar Array with Battery Storage	\$120.00 plus \$5.50 per panel
Mechanical (HVAC) Fees:	
Base fee: new, addition, remodel	\$80.00 plus \$0.05 per sq. ft.
Each additional unit	\$40.00
Duct extension only	\$50.00
Replacement heating and A/C (combined)	\$100.00
Replacement heating or A/C	\$70.00
Gas piping inspection	\$60.00
Accessory structure fees:	
120 sq. ft. or less	No permit required
121 sq. ft. or greater	\$100 + \$0.25 per sq. ft.
Decks	\$80.00 + \$0.25 per sq. ft.
Swimming pools	\$100.00
Demolition permit:	
Per building	\$75.00
Administrative fees:	
Permit renewal fee	\$100.00
Re-inspection fee (3 rd and subsequent)	\$90.00

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

(f) Special building permit fees.

- (1) A fee of ~~\$754.58~~785.51 per single-family residence will be charged at the time a new building permit is issued. This is to be a one-time fee charged only on the initial permit for the dwelling.
- (2) A fee of ~~\$754.58~~785.51 per individual family unit will be charged on all building permits for new multi-family construction.
- (3) A fee of ~~\$754.58~~785.51 will be charged on each commercial and industrial building permit at the time of issuance. This fee will be charged only once for each structure.

RESOLUTION NO. 11-2024

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID FOR THE CONCRETE DRIVEWAY REPLACEMENT AND FIRE STATION 61 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND LOVELAND EXCAVATING & PAVING, INC.

WHEREAS, after advertising and bidding according to law, Loveland Excavating & Paving, Inc. is determined to be the lowest and/or best bid for the concrete driveway replacement at Fire Station 61.

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

SECTION 1: Council hereby accepts the bid submitted by Loveland Excavating & Paving, Inc. in the amount of \$123,117.50 for the replacement of the concrete driveway at Fire Station 61.

SECTION 2: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Loveland Excavating & Paving, Inc. pursuant to the terms and conditions set forth in the bid documents submitted February 9, 2024.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

	Company Name	Primary Bid	Alternate Bid	Bid Bond Received
1	Hendy Inc.	150,915.00		
2	W. G. Stang. LLC	246,015.00		
3	Belgray Inc.	178,455.20		
4	Howland Excavating + Paving, Inc.	123,117.50		
5	The Dg Drew Co., LLC	171,057.70		
6				
7				

RESOLUTION NO. 12-2024

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID FOR TURF MAINTENANCE 2024 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND MIDWEST GROUNDSCAPES LLC.

WHEREAS, after advertising and bidding according to law, Midwest Groundscapes LLC is determined to be the lowest and/or best bid for the Turf Maintenance 2024.

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

SECTION 1: Council hereby accepts the bid submitted by Midwest Groundscapes LLC in the amount of \$2,975.00 per mow for the Turf Maintenance 2024.

SECTION 2: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Midwest Groundscapes LLC pursuant to the terms and conditions set forth in the bid documents submitted on February 8, 2024.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

**TURF MAINTENANCE 2024
CITY OF MONROE, OHIO**

SPECIFICATIONS

SCOPE:

The City of Monroe Department of Public Works will be accepting bids for the performance of mowing and trimming three cemeteries throughout the City of Monroe. We will also be accepting bids on two alternate sites that will be listed below. Each location shall be mowed within the allotted time in the specifications. Each location varies in size. It shall be up to each bidder to visit each location to determine the amount of time, equipment, and labor necessary to meet the specifications of this project. Bids shall be accepted at the office of the Department of Public Works located at 1000 Holman Ave. Monroe, OH 45050 no later than **10:00 am Thursday February 8, 2024**. If any questions arise during this bidding process, please contact Brian Perkins with the Department of Public Works at (513) 727-8953.

General:

The mowing area for this contract includes Monroe Mound Cemetery, North Monroe Cemetery, and Amanda Cemetery in Lemon Township.

The contractor shall provide all labor, equipment, and all necessary supplies for performing the tasks listed under Specifications. The City shall not provide any equipment or supplies and shall not be responsible for any damages to the equipment provided by the contractor or to any other property or person during the performance of the contract.

The contractor will be operating as an "independent contractor." In this capacity the contractor shall: pay all taxes due from the approved contract price; be responsible for his/her own accounting; supply laborers or employees if assistance is needed, paying for same from his/her funds; provide and pay for his/her own insurance, worker's compensation, unemployment compensation, etc., be responsible for income tax as an independent contractor, nothing being withheld.

Contractors who hire employees to perform any or all portions of this contract shall pay such employees in accordance with all the laws of the Federal Government and of the State of Ohio and shall provide Workers' Compensation and other necessary benefits to comply with the laws of the State of Ohio.

All work must be performed by contractor. NO SUBCONTRACTORS are to be used for any portion of the contract.

Litter Control: Prior to each mowing, all trash, sticks and other unwanted debris shall be removed from mowing areas. This shall include the pickup and disposal in a municipally provided dumpster or trash bin of all litter and refuse material found in the area covered by the contract.

Mowing Period: The mowing period shall be considered to generally be from the beginning of the month April thru November. The successful bidder shall be notified by the Public Works Superintendent or designee of the week for the first mowing and the last week that mowing is required.

Insurance: Proof of Liability insurance in the amount of \$100,000 per person and \$300,000 per occurrence shall be provided by the contractor at the time of execution of the contract to cover any damages arising from the performance of this contract.

Safety Specifications: All mowing equipment and equipment for hauling mowing equipment using municipal streets shall be operated in a manner consistent with the law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.

Billing Process: Bidders who are awarded a contract with the City of Monroe must specify on the invoice or bill the date the work was performed, the area covered by the contract and cost of mowing. Invoices or bills for payment shall be submitted to the Public Works Department no later than the tenth (10th) day of each month for work performed the preceding month. Upon submission of a bill or invoice to the City, the Director of Public Works or designee retains the right to examine the area being maintained. If the parcel billed is determined to follow these specifications and the Contractor Forms have been completed, payment will be made within 30 days.

Replacement of Damage to Turf or Monuments and Foundations: Should work under the contract result in necessity of replacing vegetation such as sod, shrubs, flower or other plant material, or monuments and foundations, or soccer goals and nets in the contract area due to the negligence of the contractor, the contractor shall be responsible for replacing or paying the amount required by the City for damages or payment will be deducted from monies due the contractor.

Responsible for Securing Replacement: If the contractor cannot perform his duties due to illness, vacation, or other reasons, it shall be the contractor's responsibility to find another person to perform the work as indicated in the contractor's bid **upon approval** of the Public Works Superintendent.

Renewable Clause: If the contractor successfully fulfills the obligations of the contract for 2024, the City shall have the option of renewing the contract for an additional three (3) years, in one-year increments for the bid amount submitted. If the city extends the Contract for the third year, the contractor may implement a onetime 5% increase for services provided in that third and fourth year. **The City of Monroe reserves the right to cancel this contract at any time due to lack of performance by the contractor or due to continued damage to the facility at the hands of the contractor.**

INDIVIDUAL CONTRACT SPECIFICATIONS

CONTRACT AREAS: The area to be mowed under each contract shall be as follows:

- A. Mound Cemetery (560 S. Main St.) – All of the area within the cemetery including the entrance from Main Street. The area is estimated to be about 12.0 acres.
- B. North Monroe Cemetery (401 N. Main St.) – All of the area within the cemetery boundaries including the area between the front fence and Main Street. This area is estimated to be about 9.0 acres.
- C. Amanda Cemetery (S. Verity Pkwy/ Amanda Rd.)– All of the area within the cemetery boundaries including the area outside the fence. This area is estimated to be one acre.

Frequency of Mowing and Mowing Heights:

- A. Mowing will be required once a week from the beginning of the mowing season until approximately the middle of June. From the middle of June through the end of the mowing season a mowing frequency of every 14 days may be adequate. In the spring it is possible that more frequent mowing may be required. In this case, the contractor will be notified by the Public Works Superintendent. **The week before Memorial Day mowing shall be done twice during the week once on Monday and the second on Thursday.** If the city experiences an extremely wet or dry season mowing frequencies may be suspended or increased by notice of the Public Works Superintendent. It is the intent of the mowing frequencies to maintain grass height at between 2 and 4 inches. Grass shall be cut before it reaches 4 inches in height and shall not be cut less than 2 inches from the ground. The authorized mowings shall take place during the beginning of April through the month of November.

Trimming: Trimming of grass **shall be performed at each mowing** such that those parts of the property not cut by the mower will be maintained at the same height. Monuments and roadways shall be blown free from debris **after each mowing**. The Public Works Superintendent may alter trimming as needed to maintain adequate appearance. No weed spraying shall be used unless approved by the Superintendent.

Day of the Week: The work is to typically be performed on Tuesday or Wednesdays, 8am – 5 pm. Mowing in the cemeteries may require some adjustments when burials are scheduled by the city or due to certain holidays that attract visitors to the cemeteries. At no time shall the contractor work in the cemeteries over weekends, without prior approval of the Public Works Superintendent.

Alternate #1: Community Park (500 S. Main St.) – All of the area within the park boundaries. This area is estimated to be about 25 acres.

Alternate #2: Monroe Crossings Park (6307 Crossings Blvd.) – All of the area within the park boundaries. This area is estimated to be about 25 acres.

Frequency of Mowing and Mowing Heights:

- B. Mowing will be required once a week from the beginning of the mowing season until approximately the middle of June. From the middle of June through the end of the mowing season a mowing frequency of every 14 days may be adequate. In the spring it is possible that more frequent mowing may be required. In this case, the contractor will be notified by the Public Works Superintendent. If the city experiences an extremely wet or dry season mowing frequencies may be suspended or increased by notice of the Public Works Superintendent. It is the intent of the mowing frequencies to maintain grass height at between 2 and 4 inches. Grass shall be cut before it reaches 4 inches in height and shall not be cut less than 2 inches from the ground. The authorized mowing shall take place during the beginning of April through the month of November.

Trimming: Trimming of grass **shall be performed at each mowing** such that those parts of the property not cut by the mower will be maintained at the same height. Parking lots and sidewalks shall be blown free from debris **after each mowing**. The Public Works Superintendent may alter trimming as needed to maintain adequate appearance. No weed spraying shall be used unless approved by the Superintendent.

Day of the Week: The work is to typically be performed on Wednesday or Thursdays, 8am – 5 pm. At no time shall the contractor work in the parks over weekends, without prior approval of the Public Works Superintendent.

Name: Midwest Groundscapes LLC. Telephone: (937) 789-8909

Address: P.O. Box 87 West Milton, OH 45383

SSN or Tax ID No.: 82-2348936



Signature

2-6-2024

Date

City Manager Signature

Date

Mowing References: (must include phone number)

1.

John Francis (513) 571-7757

City wide facilities

2.

Peggy Kennedy (513) 594-9302

Falkner 4% Realty

3.

Erik Luckenbil (937) 307-2566

Lowry Sports Complex

City of Monroe
233 South Main Street
PO Box 330
Monroe, Ohio 45050-0330

The signer of this bid form, as bidder, declares that he/she has carefully examined and agreed to abide by the attached information and specifications. The signer understands that the City may award the contract to a vendor determined by the City to have submitted the lowest and/or best bid. The signer agrees to enter into an agreement with the City of Monroe, Ohio for the contract awarded by the City. The City reserves the right to accept or reject all proposals submitted based upon serving the best interests of the City as determined by the City.

Bid 2024 Price per mowing:

Mound Cemetery \$ 715 . 00 per mow

North Monroe Cemetery \$ 630 . 00 per mow

Amanda Cemetery \$ 80 . 00 per mow

Total per mow \$ 1,425 . 00

Alternate #1 Monroe Community Park \$ 775 . 00 per mow

Alternate #2 Monroe Crossings Park \$ 775 . 00 per mow

Total with alternates per mow \$ 2,975 . 00

	Company Name	Primary Bid	Alternate Bid	Bid Bond Received
1	Midwest	\$1425/mow	\$2975/mow	
2	Dailey's	\$1385/mow	\$3141/mow	
3	US Lawns	\$2060/mow	\$4 540/mow	
4	Groundspro	\$3651/mow	\$5224/mow	
5	Schill	\$4006.24/mow	\$5745.56/mow	
6				
7				

RESOLUTION NO. 13-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND AXON ENTERPRISE, INC. FOR IN-CAR VIDEO RECORDING EQUIPMENT AND STORAGE.

WHEREAS, the existing equipment is with Axon Enterprise, Inc. and Council deems it in the best interest to remain with the existing vendor to provide upgrades in the existing equipment.

NOW, THEREFORE, BE IT RESOLVED BY 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 Axon Enterprise, Inc. for in-car video recording equipment and storage. The terms and conditions of this 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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Exhibit "A" Res No. 13-2024

Q-471913-45327.770JC

Issued: 02/05/2024

Quote Expiration: 04/15/2024

Estimated Contract Start Date: 09/01/2022

Account Number: 118579

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Monroe Police Dept. - OH 233 S Main St Monroe, OH 45050-1330 USA	Monroe Police Dept. - OH 233 S Main St Monroe OH 45050-1330 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joslyn Camacho Phone: Email: jcamacho@axon.com Fax:	Alicia Beacock Phone: 5135399234 Email: beacocka@monroeoio.org Fax:

Quote Summary

Program Length	80 Months
TOTAL COST	\$168,526.80
ESTIMATED TOTAL W/ TAX	\$168,526.80

Discount Summary

Average Savings Per Year	\$6,120.39
TOTAL SAVINGS	\$40,802.60

Payment Summary

Date	Subtotal	Tax	Total
Apr 2024	\$33,705.36	\$0.00	\$33,705.36
Apr 2025	\$33,705.36	\$0.00	\$33,705.36
Apr 2026	\$33,705.36	\$0.00	\$33,705.36
Apr 2027	\$33,705.36	\$0.00	\$33,705.36
Apr 2028	\$33,705.36	\$0.00	\$33,705.36
Total	\$168,526.80	\$0.00	\$168,526.80

Quote Unbundled Price:	\$209,329.40
Quote List Price:	\$191,506.40
Quote Subtotal:	\$168,526.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	13	60	\$227.59	\$204.74	\$199.14	\$155,329.20	\$0.00	\$155,329.20
A la Carte Software									
80214	AXON EVIDENCE - STORAGE - FLEET	14	20		\$35.87	\$0.00	\$0.00	\$0.00	\$0.00
87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	14	20		\$30.60	\$0.00	\$0.00	\$0.00	\$0.00
80402	AXON RESPOND - LICENSE - FLEET 3	13	60		\$16.92	\$16.92	\$13,197.60	\$0.00	\$13,197.60
Total							\$168,526.80	\$0.00	\$168,526.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	04/01/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	13	04/01/2024
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	13	04/01/2024
Fleet 3 Basic + TAP	72034	AXON FLEET 3 - SIM INSERTION - VZW	13	04/01/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	04/01/2024
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	04/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80214	AXON EVIDENCE - STORAGE - FLEET	14	09/01/2022	04/30/2024
A la Carte	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	14	09/01/2022	04/30/2024
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	05/01/2024	04/30/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	05/01/2024	04/30/2029
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	13	05/01/2024	04/30/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	13

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	04/01/2025	04/30/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	04/01/2025	04/30/2029

Payment Details

Sep 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80214	AXON EVIDENCE - STORAGE - FLEET	14	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	14	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	13	\$2,639.52	\$0.00	\$2,639.52
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,065.84	\$0.00	\$31,065.84
Total				\$33,705.36	\$0.00	\$33,705.36

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	13	\$2,639.52	\$0.00	\$2,639.52
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,065.84	\$0.00	\$31,065.84
Total				\$33,705.36	\$0.00	\$33,705.36

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	13	\$2,639.52	\$0.00	\$2,639.52
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,065.84	\$0.00	\$31,065.84
Total				\$33,705.36	\$0.00	\$33,705.36

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80402	AXON RESPOND - LICENSE - FLEET 3	13	\$2,639.52	\$0.00	\$2,639.52
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,065.84	\$0.00	\$31,065.84
Total				\$33,705.36	\$0.00	\$33,705.36

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80402	AXON RESPOND - LICENSE - FLEET 3	13	\$2,639.52	\$0.00	\$2,639.52
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,065.84	\$0.00	\$31,065.84
Total				\$33,705.36	\$0.00	\$33,705.36

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/5/2024



ORDINANCE NO. 2024-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE HIGHEST BIDDER FOR THE REAL PROPERTY KNOWN AS THE BAKER SPORTS COMPLEX.

WHEREAS, advertisement for the lease of real property further described herein was made pursuant to Ohio Revised Code Section 721.03; and

WHEREAS, after advertisement, according to law, Council desires to enter into a lease agreement for the real property described herein.

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

SECTION 1: After bidding conducted according to law, it is hereby determined that the bid submitted by Oakland Farms Inc. on February 20, 2024, is the highest bidder.

SECTION 2: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and Oakland Farms Inc. for the lease of real property described in Exhibit “A” attached hereto and made a part hereof, pursuant to the terms and conditions set forth in Exhibit “A” for the sum of \$7,623.00.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

LEASE AGREEMENT

This Agreement made and concluded this _____ day of _____, 2024; by and between the City of Monroe (“Lessor”) and Oakland Farms Inc. (“Lessee”).

WITNESSETH

THAT SAID LESSOR does hereby demise, let and lease until the said Lessee the real property outlined on the map attached hereto and made a part hereof, saving and excepting any and all easements and/or rights-of-way in present effect and areas designed as a Soil Bank under the ASCS Program.

TO HAVE AND TO HOLD the same for and during the term commencing the date hereof and ending on the _____ day of _____, 2025 or such other date as described herein, on the following terms and conditions:

Said Lessee does hereby covenant and agree with Lessor as follows:

1. Lessee shall pay to Lessor, its successors and assigns, a rent of \$7,623 for the Real Property payable on the 15th of November, 2024.
2. The term of this lease shall be for one year.
3. The Real Property shall used for farming purposes only, i.e., no hunting.
4. The crop or crops to be grown on the Real Property shall be subject to the approval of the City of Monroe.
5. The areas of the Real Property designated as a Soil Bank shall be mowed twice to conform with the requirements of the ASCS program.
6. The roots of any trees growing in any field, or near any fence on said Real Property shall not be cut or injured and when plowing a space around said trees sufficient for their protection will be left.
7. The Real Property shall be used and occupied in a careful, safe, and proper manner.
8. The Real Property shall not be used or occupied for any unlawful purpose, and compliance with all requirements of law and with all ordinances, regulations, or orders of any federal, state, county, municipal or other public authority must be made.
9. All ditches, drains, water courses, and sewers on said Real Property shall be kept clean, open, and free from obstructions.

10. No part of the Real Property shall be occupied or used by any person, for any purpose or in any manner not consistent with paragraph two hereof, nor as to increase the insurance risk or rates or prevent the obtaining of insurance.
11. Lessee acknowledges the lease of said property after an examination of same without any representation on the part of the City of Monroe, and that the City of Monroe shall not be responsible at any time or in any event for any latent defect, deterioration, or change in the condition of the Real Property.
12. Lessee shall indemnify the City of Monroe, its employees, agents, contractors, and representatives against any expense, loss or liability paid, suffered or incurred as a result of any breach of the successful Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of Lessee's use of occupancy of the Real Property, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees.
13. In the event the City of Monroe at any time during the term of the lease desires to use or sell all or any of the Real Property, it may repossess all or any part of said Real Property upon seven days written notice to the successful bidder. Upon receipt of said notice, the successful bidder shall forthwith vacate the premises.
14. If the Lessee shall abandon or vacate said premises during said term, or shall assign this lease or underlet said premises or any part thereof, or shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the successful bidder's part to be kept or performed, the City of Monroe, its successors or assigns, may enter immediately onto said premises and have, repossess and enjoy the same as if the lease had not been made, except that the City of Monroe may retain the total rent paid by the successful bidder, and thereupon the lease and everything herein contained on the part of said City of Monroe to be done and performed shall cease, determine and be utterly void. The commencement of a proceeding or suit in forcible entry or detainer or in ejectment, or otherwise, after any default by the successful bidder, shall be equivalent in every respect to actual entry by the City of Monroe.

15. The City of Monroe, for itself, its successors and assigns, hereby covenants and agrees with the successful bidder, successful bidder's executors, administrators, successors, and assigns, that the successful bidder keeping and performing the covenants of said lease to be kept and performed, the successful bidder shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

IN WITNESS WHEREOF, the Lessor and Lessee, being first duly authorized, have hereunto set their hands to duplicates hereof the day and year first written above.

CITY OF MONROE, OHIO

AKLAND FARMS, INC.

By: _____
Larry Lester, City Manager

By: _____

Name: _____

Title: _____



Robinson Fence Co.
1635 Howell Ave
Hamilton, OH 45011
(513) 867-0080
robinsonfence@gmail.com

Estimate

ADDRESS

City of Monroe
Att: Brian Perkins
513 539 7374

SHIP TO

Job Location
500 South Main St

ESTIMATE # 2593**DATE 02/01/2024**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Labor and materials to install New 14' Tall Backstop using all 3' post and 9 gauge chain link fence . Also install 100' feet of 6 ft tall 9 gauge chain link fence with Bottom Rail . Using 2' post . Also install 380' feet of 48' tall 9 gauge chain link fence using 2' post and 1 5/8 Top Rail . Also install New Yellow Poly Cap on 4' Tall Fence .	1	16,500.00	16,500.00

If proposal is accepted please sign and date below and mail back to Robinson Fence Co. or email to address listed above

SUBTOTAL	16,500.00
TAX	0.00
TOTAL	\$16,500.00

Accepted By

Accepted Date

Proposal

Hamilton Fence Company, Inc.

The highest quality fencing for over 45 years

876 Lebanon St. Ste. B

Monroe, OH 45050

Phone/Fax (513) 868-6675

Dan Moreland: Owner

Submitted To: City of Monroe		Date: 2/14/2024
Address: 233 South Main St.	Phone: 513-464-2629	FAX/EMAIL: perkinsb@monroeohio.org
City, State, Zip: Monroe, OH 45050	Job Name: Community Park Field #1	

We hereby submit specifications and estimates for:

Installation of all fencing for field #1. Includes 10' x 24' x 10' x 16' high straight up backstop, 95' of 6' high fence with bottom rail along each side, and 360' of 4' high fence with poly cap in the outfield. Backstop to be constructed using 4" vertical posts and 1 5/8 horizontal framework. There will be 5 horizontal rails on the entire backstop and one additional rail as well as 6 gauge wire in the bottom center section. No welded attachments. All material to be galvanized and industrial/commercial grade. Four-inch posts footed to a nominal depth of 36", all other posts to a nominal depth of 24" to 30" depending on fence height using type I/II cement. All demolition of existing fence and ground ready for installation by others. Signage, if any, removed and re-installed by others.

\$20,450.00 tax exempt

We will need a man lift for one day for the backstop. If not provided by the City, add \$400 to the stated amount.

Our workmanship is guaranteed for one year from completion of install. Hamilton Fence Company, Inc. is a member of the Better Business Bureau and the Chamber of Commerce and is fully insured (property/liability/BWC).

Please note that we do NOT accept credit cards.

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of:

Twenty thousand four hundred fifty and ----- 00/100 Dollars (\$20,450.00)

Payment to be made as follows:

Net 30

*Payment due on completion unless otherwise stated. Any balance remaining after stated term shall be subject to 2% interest per month on the unpaid balance until paid in full. Customer shall reimburse Hamilton Fence Company, Inc. for any and all costs (including court costs & attorney fees) associated with collection efforts including, but not limited to, filing a mechanic's lien or filing suit to collect on this contract/invoice.

Authorized Signature Hamilton Fence Company, Inc./dem

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from above specifications involving extra costs to be executed only upon written orders and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer to be solely responsible for location of property lines. Hamilton Fence is not liable for any costs/damages resulting from fence encroaching on neighboring properties. We always recommend a professional survey. Hamilton Fence is not responsible for locating or any costs/loss resulting from damage to any non-public utilities.

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work described above. Payment will be made as outlined above.

Authorized Signature _____ Title _____

Date of acceptance _____

SIMPSON FENCE
4840 Oxford State Rd.
Middletown, OH 45044
(513) 424-5110



Work Order

City of Monroe

SIMPSON FENCE

513-464-2629 Brian Perkins

perkinsb@monroeohio.org

Date 2/9/2023
 Quotation # 3737
 Referral Method RC
 Estimate valid until: 3/11/2023

50% Down, 50% upon completion

Approximate Linear Feet	Description	Total
	Job Location: Community Park Field #1	
	Install all new commercial grade chain link fence	
	Outfield - 380' of 48" high with yellow fence topper	\$ 9,785.00
	Line Fence - 200' of 6' high with top and bottom rail	\$ 6,025.00
	Backstop - 48' of 16' high with 4 rails/No overhang	\$ 7,900.00
	Tear out and haul away all chain link and posts (This does not include concrete)	\$ 6,200.00
This estimate is good for 30 days upon receipt		Total \$ 29,910.00

This does not include replacement of existing foul poles

SIMPSON

DO NOT SHARE

FENCE

PLEASE READ BELOW

INSTALL MINIMUM LEAD TIME AS OF TODAY IS: (6-8 Weeks) beginning when the job is approved and the deposit is submitted. (lead time estimate does not take into account delays due to weather) This lead time assumes the job will be approved within 30 days from the date listed at the top of this Work Order. We propose hereby to furnish material and labor - complete in accordance with above specifications. Any change in the scope (size, additions) of the installation, over and above what is listed on this Work Order, will need to be communicated and approved in writing. If the customer requests a change to the original approved Work Order, whether that be a gate or add more fencing, this may delay the completion of the install and/or add additional fees. However, the customer will be required to pay the balance in-full based on the terms listed above and below once the work is completed.

*** Property Owner is responsible for marking the location of both the property lines and PRIVATELY owned underground utilities including but not limited to any underground drainage, septic, electric fences, or in-ground sprinkler systems, etc. In the event Property Owner does not mark property line and/or privately owned utilities, property owner agrees not to hold Simpson Fence liable and will repair at their own expense. In addition, Property Owner is responsible for securing the building permit from the local municipality.**

Linear Feet estimate is an approximation and can change. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

David Simpson

Simpson Fence Authorized Signature

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified. Payment will be made as outlined above. Simpson Fence reserves the right to attach our fence sign to any fence or gate we install, and use photo's of the installed fence on our website and Social Media platforms, unless otherwise notified in writing 10 days prior to install. Simpson Fence will not be held liable for any damage to lawn as a result of fence installation. All materials will remain the property of Simpson Fence until all invoices for the job are paid in full. Customer agrees to pay all interest and legal fees incurred in collection of past due debts.

SIMPSON FENCE

Signature and Date of Acceptance



Proposal #1344

Date: 2/13/2024

Account Mgr: Jeff Berns

Customer:

Taylor Wright
City of Monroe
233 S. Main St.
Monroe, OH 45050

Property:

Colonial Square-City of Monroe

Colonial Square-Street Trees

Scope of Work: Installation of street trees per list provided by City of Monroe. All installed trees will be sourced locally and Ohio grown.

Items	Quantity	Unit
LINDEN GREENSPIRE 2" BB - Installed	11.0	EA
ZELKOVA GREEN VASE 2" BB - Installed	23.0	EA
Redmond Linden 2"	11.0	EA
MAPLE ARMSTRONG GOLD 2" BB - Installed	23.0	EA
MULCH - HARDWOOD	8.5	CY
LANDSCAPE TRUCK	3.0	Day

Subtotal	\$27,887.00	30% Down Payment	\$8,366.10
Sales Tax	\$0.00	Remainder Due Upon Completion	\$19,520.90
Total	\$27,887.00	Total	\$27,887.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ **Tree Staking (68 trees)** **\$809.26**

Payment Schedule

Description	Price
LS Installation	\$19,521.00
30% Down Payment	\$8,366.00
	\$27,887.00

Terms & Conditions

This proposal includes all the materials listed in the proposal, the labor and equipment necessary to complete the contract as discussed.

Scope: Any additional work or materials that the homeowner may wish to add to the contract will be invoiced at time and material rates.

Plant Material: All nursery stock installed by Berns Landscaping has a warranty of 24 months from the date of installation. We must be notified prior to expiration period and have the right to inspect the material and site. Warranty is given to the original buyer only. Invoices past due thirty days will void the warranty. Warranty does not apply to plants that are annual in nature, in above ground containers, or customer's plants which have been transplanted. We do not warrant against losses due to vandalism, theft, mechanical or chemical injury, animal damage, pest damage, neglect, or acts of God such as weather extremes. Reasonable care is required. Maintenance is the owner's responsibility.

Concrete removal: This proposal assumes existing concrete is a standard 4" thick, free of wire mesh/rebar and has a standard 4" pea gravel base. Should any of the above mentioned conditions or other unforeseen obstacles occur; it will result in a change order for the time and material needed to overcome the obstacle.

Utilities: Berns Landscaping will contact the Ohio Utility Protection Service, (OUPS), and have all public utilities marked. Public utilities are the main services supplied to your residence or business and include electric, gas, water, sewer, telephone, and cable service. The property owner is responsible for the location and markings of all private utilities such as, but not limited to, the underground lines to detached garages or other buildings, lamp posts, irrigation systems, underground dog fences, landscape lighting, or other property features that require private utilities.

Should unmarked and unforeseen private utilities be interrupted or damaged due to construction, the cost of the repair is the responsibility of the property owner.

Excavation: Excavation assumes the work area is free of underground obstructions. Any obstructions found during excavation will result in a change order for the time and materials needed to overcome the obstruction.

Terms: Net 10 Days

Finance Charge: A finance charge of 2% per month, which is an annual percentage rate of 24%, will be added to any unpaid balance that exceeds 30 days.

In the event payment for goods or services is turned over for collections, the signer agrees to pay all cost of collection including, but not limited to, attorney fees.

By _____
Jeff Berns

By _____
Taylor Wright

Date 2/13/2024

Date _____