



**Monroe Council Agenda
Regular Meeting of Council
March 25, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of March 11, 2025

Visitors

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2025-03. An Ordinance supplementing Chapter 1022 Sidewalks, Curb and Gutter and Drive Aprons of the Codified Ordinances to require compliance with the Americans with Disabilities Act, Public Rights-of-Way Accessibility Guidelines, and City Standards. (Second Reading)

Ordinance No. 2025-04. An Ordinance supplementing Chapter 1044 of the Codified Ordinances establishing requirements for the installation of gas lines. (Second Reading)

Ordinance No. 2025-05. An Ordinance supplementing Chapter 1046 of the Codified Ordinances establishing requirements for the installation of electric lines and appurtenances. (Second Reading)

Ordinance No. 2025-06. An Ordinance supplementing Chapter 1050 of the Codified Ordinances to establish regulations of the installation of street lighting in subdivisions. (Second Reading)

Ordinance No. 2025-07. An Ordinance supplementing Title Four of the Codified Ordinances for the creation of Chapter 1052 relating to construction and development bonds. (Second Reading)

Ordinance No. 2025-08. An Ordinance amending and supplementing Personnel Policy Sections 2-2 (b) 2., (f), and (g) pertaining to hours of work, compensatory time, and witness or jury duty. (Second Reading)

Ordinance No. 2025-09. An Ordinance amending and supplementing Personnel Policy Sections 2-3 f. through i. pertaining to sick leave. (Second Reading)



New Business

Resolution No. 19-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$7,547.40 to Archive Social LLC for social media archiving.

Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: The invoice was received before the purchase order was opened. This is the 2025 Annual Subscription for the Social Media Archiving Subscription.

Resolution No. 20-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Scodeller Construction, Inc. for the 2025 Asphalt Pavement Crack Seal Project.

Sponsor: Gary Morton

Strategic Priority:

Background: Company: Scodeller Construction, Inc.
Address: 51722 Grand River, Wixom, MI 48393
Authorized Signatory: Jeffrey T. Stover, Vice President

Financial Summary: \$282,213.00 was budgeted in the 2025 capital budget. \$83,136.26 will count towards carryover in the capital budget.

Cost Breakdown:

Base Bid (Items 1-17):
Base Work: \$180,977.04
10% Contingency: \$18,097.70
Subtotal Base Items: \$199,074.74 Total Project Cost (including contingency): \$199,074.74

Project Scope:

Work involves applying hot-applied crack sealing to various streets within City of Monroe
Using ODOT Type IV polymer sealant with 2% fiber
Project covers arterial, collector, and residential roads as listed below
All materials and labor for asphalt pavement crack sealing Project Timeline:

Substantial Completion: 90 days from Notice to Proceed
Project Deadline: Crack filling must be completed by June 30, 2025
Bids were received until March 6, 2025, 10:00 A.M.



Bonding and Insurance:

Bid Guaranty and Bond Form submitted through Atlantic Specialty Insurance Company
Certificate of Compliance from Ohio Department of Insurance, valid through April 1, 2025
All required certifications and affidavits have been appropriately completed and signed Important Requirements:

Contractors must place "No Street Parking" signs 48 hours before work
Pavement temperature must be 45°F and rising before applying the crack seal
Contractor responsible for all traffic control in accordance with Ohio standards
Lane closures restricted to 7:00 A.M.-9:00 A.M. and 3:00 P.M.-6:00 P.M. Monday-Friday. All mandatory documents, including the bid form, bid guarantee and bond form, bidder's qualifications, and required affidavits, have been correctly submitted. The Drug-Free Program Certification and Affidavit of Compliance Prevailing Wages were also submitted as required prior to contract award.

Detailed Street Breakdown and Costs Base Bid Streets and Costs Arterial Streets:

SR 63 Cin-Day to Rt 4 (less Twp, less ramps) - \$85,888.54 (111,543.56 SY at \$0.77/SY)

Collector Streets:

N. Main from Ohio to SR 63 - \$2,907.08 (3,876.11 SY at \$0.75/SY)

Lebanon St (East to end) - \$11,760.50 (15,680.67 SY at \$0.75/SY)

Corridor Dr (WK Robinson to the mall) - \$9,794.00 (13,058.67 SY at \$0.75/SY)

Todhunter (Dorothy to CinDay) - \$23,200.83 (30,934.44 SY at \$0.75/SY)

Macready (Heritage Green to Lee Price) - \$7,502.09 (10,002.78 SY at \$0.75/SY)

Lee Price (Macready to W. Elm) - \$1,170.00 (1,560.00 SY at \$0.75/SY)

W. Elm - \$1,558.75 (2,078.33 SY at \$0.75/SY)

Heritage Green (SR 63 thru Macready intersection) - \$1,186.83 (1,582.44 SY at \$0.75/SY)

Collector Streets (continued):

Premium Outlet (WK Robinson to split) - \$6,018.67 (8,024.89 SY at \$0.75/SY)

WK Robinson (Premium Outlet to Corridor) - \$3,366.00 (4,488.00 SY at \$0.75/SY)

Wyandot Woods Blvd (Macready to Hocking Meadows) - \$5,117.25 (6,823.00 SY at \$0.75/SY)

Sleepy Hollow Dr - \$3,064.00 (4,085.33 SY at \$0.75/SY)

Willowbrook - \$3,334.00 (4,445.33 SY at \$0.75/SY)

Wyndham - \$368.00 (490.67 SY at \$0.75/SY)

Meadowlark - \$2,172.50 (2,896.67 SY at \$0.75/SY)

Mason (Wyandot Woods to S. Sands) - \$2,568.00 (3,424.00 SY at \$0.75/SY)

Maintenance of Traffic - \$10,000.00 (1.00 LS at \$10,000.00/LS)Base Bid Total: \$180,977.0410%

Contingency: \$18,097.7

Resolution No. 21-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Burgess & Niple, Inc. for the 2025 Water Main Replacement Projects located on State Route 4, Breaden Drive, and Senate Drive.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure



Background: Summary of Water Main Design Proposals for City Council Agenda

The city has received five professional engineering service proposals for the 2025 Water Main Replacement Projects. Each proposal outlines specific design services, costs, and additional optional services for the respective water main replacement locations.

Summary of Proposals

Burgess & Niple, Inc. (B&N)

B&N has submitted three separate proposals for the following projects:

1. Project B - State Route 4

- 1,600 feet of 6-inch water main to be replaced with 8-inch water main
- Base Design Fee: \$87,141
- If-Authorized Services: \$13,333 (Bidding and Construction Phase Services)
- Total Potential Cost: \$100,474

2. Project C - Broaden Drive

- 1,100 feet of 6-inch water main to be replaced with 8-inch water main
- Base Design Fee: \$42,581
- If-Authorized Services: \$6,093 (Bidding and Construction Phase Services)
- Total Potential Cost: \$48,674

3. Project D - Senate Drive

- 1,900 feet of 12-inch water main replacement
- Base Design Fee: \$75,000
- If-Authorized Services: \$7,737 (Bidding and Construction Phase Services)
- Total Potential Cost: \$82,737

Fishbeck

Fishbeck has submitted two separate proposals for the following projects:

1. Project E - North Garver Road

- 3,600 feet of 8-inch water main to be replaced with 12-inch water main
- Base Design Fee: \$112,200 (includes \$109,000 for design and \$3,200 for easement preparation)
- If-Authorized Services: \$20,400 (\$4,900 for bidding and \$15,500 for construction administration)
- Total Potential Cost: \$132,600

2. Project A - Northwestern Avenue

- 1,850 feet of 6-inch water main to be replaced with 8-inch water main in two phases
- Base Design Fee: \$52,900
- If-Authorized Services: \$16,300 (\$4,900 for bidding and \$11,400 for construction administration)
- Total Potential Cost: \$69,200

Comparison of Base Design Fees



Project	Location	Length	Base Fee	Per Linear Foot
A	Northwestern Ave	1,850 ft	\$52,900	\$28.59
B	State Route 4	1,600 ft	\$87,141	\$54.46
C	Breaden Drive	1,100 ft	\$42,581	\$38.71
D	Senate Drive	1,900 ft	\$75,000	\$39.47
E	North Garver Road	3,600 ft	\$112,200	\$31.17

Total Project Costs

The total base design fee for all five projects is \$369,822.

Additional Notes

It should be noted that the price per linear foot varies significantly between projects due to the complexity of each design. Project B (State Route 4) has the highest per-foot cost at \$54.46, reflecting the increased complexity of working along a state highway with additional permitting requirements and traffic considerations. In contrast, Project A (Northwestern Avenue) and Project E (North Garver Road) have lower per-foot costs, indicating less complex design requirements. While each proposal includes if-authorized services for bidding and construction phase services, the city does not intend to utilize these additional services. The city typically handles these items in-house, which is the case for all these designs. These optional services are requested as part of standard procurement practices to establish pricing should circumstances change, but they are not included in the anticipated project expenditures.

Each proposal includes similar scopes of work, including survey, design, permit assistance, and specifications.

Resolution No. 22-2025. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and Fishbeck for the 2025 Water Main Replacement Projects located on North Garver Road and Northwestern Avenue.

Resolution No. 23-2025. A Resolution authorizing the City Manager to enter into a Retirement Agreement by and between the City of Monroe and Angela S. Wasson.

Ordinance No. 2025-10. An Ordinance amending and supplementing Ordinance No. 2024-36, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2025.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: The Finance Department copier leases had not yet been consolidated prior to completion of the 2025 budget. However, that consolidation has now occurred, and these copier leases are now being paid from the Information Technology budget. This request moves \$6,952 from the Finance Department budget to the Information Technology budget, having no impact on the General Fund overall budget.

The Fire Department opened a purchase order in 2024 for the amount of \$7,500 to Independent Sheet Metal for Training Tower Exterior Metal Stairs. Upon reviewing the project, the Fire Department would like to switch vendors. Because this is a prior year purchase order, upon closure



of the purchase order, the funds will need to be appropriated in the 2025 budget, and will have no impact on the Fire Fund balance.

City Council passed a Consideration of Motion authorizing the expenditure to Mid-Miami Roofing, Inc. for the property located at 602 South Main Street in the amount of \$934,605.10. The 2025 Capital Budget project 5PW12 included \$500,000 in city funds for the Police Department portion of this project, and \$400,000 in State Capital Grant funds for the strip-center portion related to this project. Upon receiving bids, the Police Department portion is \$682,757.10 and the strip-center portion is \$251,848. Additional funds are needed in the Income Tax Capital Fund for the PD portion of this roof replacement. \$500,000 was included in the original budget, resulting in the need for a supplemental appropriation of \$182,758.

Ordinance No. 2025-11. An Ordinance amending and supplementing Chapter 276 of the Codified Ordinances to change certain powers and duties of the Park and Recreation Board.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This ordinance proposes amendments to Chapter 276 of the Codified Ordinances regarding the powers and duties of the Park and Recreation Board. The ordinance maintains the Board's authority to study recreational needs of the City and develop implementation plans with Council approval. However, it modifies the Board's relationship with City administration by establishing the Board as an advisory body to the Director of Public Works (or designee), who would serve as a liaison between the Board and Council for suggested park alterations.

The Board would retain its ability to suggest recreational and cultural activities for City residents and establish rules and regulations for park operations. These rules would be enforced by the Director of Public Works (or designee) and the Police Department.

The amendments also preserve the organizational structure of the Board, including annual election of a chairperson and recording secretary, and maintain the requirement for the Board to establish annual priorities and agenda.

Ordinance No. 2025-12. An Ordinance amending and supplementing Section 243.01 of the Codified Ordinances to designate the Director of Public Works as the Department Head of engineering and the Department of Parks until such time as a separate Department of Parks becomes necessary.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This ordinance amends Section 243.01 of the Codified Ordinances to designate the Director of Public Works as the head of engineering and the Department of Parks until it becomes



necessary to appoint a separate Department Head for Parks.

Background:

Recent Charter amendments eliminated the Department of Streets, Department of Utilities, and Department of Engineering and Inspection. The Charter amendments created a new Department of Parks.

Currently, Section 243.01 designates the Director of Public Works as head of the Department of Streets and Department of Utilities.

Purpose:

The ordinance consolidates departmental oversight by having the Director of Public Works serve as the head of engineering and the Department of Parks temporarily, allowing for efficient management of these functions until organizational needs require a dedicated Parks Department Head.

Ordinance No. 2025-13. An Ordinance supplementing Chapter 286 of the Codified Ordinances of the City of Monroe to establish an administrative fee for the collection and invoicing in connection with the processing of documentation.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: The proposed Ordinance No. 2025-13 would supplement Chapter 286 of the City's Codified Ordinances to establish a 15% administrative fee on invoices issued by the City of Monroe. This fee aims to recover costs associated with collecting, processing, and preparing invoice documentation.

The administrative fee would:

- Be calculated as 15% of the base invoice amount
- Be added to the total amount due
- Be non-refundable unless the underlying invoice is canceled due to City error
- Apply uniformly across all City departments that issue invoices requiring documentation processing

This ordinance addresses the City's need to recoup administrative expenses through an appropriate fee structure.

Ordinance No. 2025-14. An Ordinance supplementing Section 1040.03 of the Codified Ordinances establishing water modeling and upsizing requirements for development within the City of Monroe.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure



Background: This ordinance establishes new requirements and procedures for water system modeling and upsizing within the City of Monroe. The ordinance supplements Section 1040.03 of the Codified Ordinances to ensure adequate water system capacity, fire protection, and future growth capabilities within the City.

Key Provisions:

Applies to:

All major subdivisions (residential or commercial)

Any development anticipated to use more than 100 gallons per minute of City water over an extended period

Requirements:

Qualifying developments must undergo water system modeling by the City's designated consultant. The City's water model will be the final determining factor for water main sizing requirements. Developers will be responsible for all costs associated with water modeling, including consultant fees plus administrative costs as specified in the City's fee schedule.

Cost Sharing:

The City may participate in cost-sharing for water main upsizing when such upsizing benefits the overall water distribution system beyond the immediate development.

Cost sharing will be subject to guidelines in the Division of Engineering Construction Standards and Guide Handbook.

Implementation:

The Director of Public Works or designee will be responsible for implementing and administering this Chapter.

Detailed requirements and specifications will be maintained in the Division of Engineering Construction Standards and Guide Handbook.

Appeals:

Appeals may be permitted for minor developments only, as defined in the Engineering Standards. The Director of Public Works' decision on minor development appeals will be final.

This ordinance is necessary to establish clear guidelines for developers and ensure that our water infrastructure can support current needs while accommodating future growth. The requirements will help maintain adequate water pressure, ensure proper fire protection, and distribute infrastructure costs appropriately between developers and the City.

Administrative Reports

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

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
March 11, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Vice Mayor McElfresh opened the regular meeting at 6: 37 p.m. with the Pledge of Allegiance.

Roll Call

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

Mr. Hagedorn moved to excuse Mayor Funk and Mr. Centers; seconded by Dr. Clark. Voice vote. Motion carried.

Approval of the Minutes

Mr. Hagedorn moved to approve the Council Minutes of February 25, 2025; seconded by Mr. Graves. Voice vote. Motion carried.

Visitors

Travis C. Bautz, Executive Director of the MidPointe Library System, outlined resources offered by MidPointe Library and clarified the areas that are covered by the upcoming ballot in May.

Committee Reports

None.

Old Business

None.

New Business

Resolution No. 18-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Barrett Paving Materials, Inc. for the 2025 Pavement Resurfacing and Striping Program.

The Clerk of Council read the title of Resolution No. 18-2025.

Mr. Hagedorn asked about the life span of blacktop. Mr. Morton replied it lasts 20 to 25 years. Mr. Hagedorn pointed out that, as part of the Downtown Master Plan, the plan was to rebuild East



Avenue. Mr. Morton explained that this was brought before the Public Works Committee, who recommended moving forward with just the resurfacing of East Avenue since the City was not prepared to implement the Downtown Master Plan.

Mr. Wagner added that during the subject Public Works Committee meeting drawings were presented to bring East Avenue up to the standards of the Downtown Master Plan. That price tag was high and East Avenue needs to be resurfaced. Mr. Wagner noted that when the Downtown Master Plan is implemented, there will likely be developers to assist with the cost of rebuilding East Avenue.

Referring to South Main Street in front of the Marathon Station, Mr. Hagedorn asked if this would be repaved. Mr. Morton advised the intent is to make it all one continuous layer from Mason Avenue to the Monroe Community Park. Mr. Morton stated the area in front of the Marathon Station will be milled off so it will be one continuous pavement. In response to Mr. Hagadorn's question, Mr. Morton replied that the developer paid for the widening of South Main Street in front of the Marathon Station.

Mr. Hagedorn moved to adopt Resolution No. 18-2025; seconded by Mr. Wagner. Roll call vote: five ayes. Motion carried.

Ordinance No. 2025-03. An Ordinance supplementing Chapter 1022 Sidewalks, Curb and Gutter and Drive Aprons of the Codified Ordinances to require compliance with the Americans with Disabilities Act, Public Rights-of-Way Accessibility Guidelines, and City Standards.

The Clerk of Council read the title of Ordinance No. 2025-03.

Mayor McElfresh stated Ordinance No. 2025-03 will appear on the next agenda for a second reading.

Ordinance No. 2025-04. An Ordinance supplementing Chapter 1044 of the Codified Ordinances establishing requirements for the installation of gas lines.

The Clerk of Council read the title of Ordinance No. 2025-04.

Mayor McElfresh stated Ordinance No. 2025-04 will appear on the next agenda for a second reading.

Ordinance No. 2025-05. An Ordinance supplementing Chapter 1046 of the Codified Ordinances establishing requirements for the installation of electric lines and appurtenances.

The Clerk of Council read the title of Ordinance No. 2025-05.

Mayor McElfresh stated Ordinance No. 2025-05 will appear on the next agenda for a second reading.



Ordinance No. 2025-06. An Ordinance supplementing Chapter 1050 of the Codified Ordinances to establish regulations of the installation of street lighting in subdivisions.

The Clerk of Council read the title of Ordinance No. 2025-06.

Mayor McElfresh stated Ordinance No. 2025-06 will appear on the next agenda for a second reading.

Ordinance No. 2025-07. An Ordinance supplementing Title Four of the Codified Ordinances for the creation of Chapter 1052 relating to construction and development bonds.

The Clerk of Council read the title of Ordinance No. 2025-07.

Mayor McElfresh stated Ordinance No. 2025-07 will appear on the next agenda for a second reading.

Ordinance No. 2025-08. An Ordinance amending and supplementing Personnel Policy Sections 2-2 (b) 2., (f) through (g) pertaining to hours of work, compensatory time, and witness and jury duty.

The Clerk of Council read the title of Ordinance No. 2025-08.

Mayor McElfresh stated Ordinance No. 2025-08 will appear on the next agenda for a second reading.

Ordinance No. 2025-09. An Ordinance amending and supplementing Personnel Policy Sections 2-3 f. through i. pertaining to sick leave.

The Clerk of Council read the title of Ordinance No. 2025-09.

Mayor McElfresh stated Ordinance No. 2025-09 will appear on the next agenda for a second reading.

Consideration of Motion authorizing the expenditure to Mid-Miami Roofing, Inc. for the property located at 602 South Main Street and the adjacent strip center in the amount of \$934,605.10.

Mr. Hagedorn moved to authorize the expenditure to Mid-Miami Roofing, Inc. for the Police Station located at 602 South Main Street and the adjoining strip center in the amount of \$934,605.10; seconded by Dr. Clark. Voice vote. Motion carried.

Administrative Reports

Mr. Hagedorn asked Mr. Lester the status of the Safe Streets Grant authorized by Council in March of 2024. Mr. Lester replied the City was approved and will put together an update for Council.



Executive Session – to consider the employment and compensation of a public employee and public officials.

Mr. Hagedorn moved to adjourn into Executive Session to consider the compensation and compensation of a public employee and public officials; seconded by Mr. Wagner. Roll call vote: five ayes. Motion carried.

Council adjourned into Executive Session at 7:09 p.m.

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

Council reconvened into regular session at 8:14 p.m.

Adjournment

Mr. Wagner moved to adjourn the regular meeting of Council; seconded by Mr. Graves. Voice vote. Motion carried.

The regular meeting of Council adjourned at 8:14 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2025-03

AN ORDINANCE SUPPLEMENTING CHAPTER 1022 SIDEWALKS, CURB AND GUTTER AND DRIVE APRONS OF THE CODIFIED ORDINANCES TO REQUIRE COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES, AND CITY STANDARDS.

WHEREAS, the City of Monroe is committed to ensuring accessibility for all residents and visitors; and

WHEREAS, the Americans with Disabilities Act (ADA) and Public Rights-of-Way Accessibility Guidelines (PROWAG) establish standards for accessible design; and

WHEREAS, the City Council finds it necessary to ensure all new construction and modifications comply with these standards; and

WHEREAS, the City of Monroe seeks to ensure proper installation and completion of common sidewalks and related infrastructure in residential and commercial subdivisions; and

WHEREAS, clear responsibilities must be established for developers regarding common infrastructure.

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

SECTION 1: Chapter 1022 Sidewalks, Curb and Gutter and Drive Aprons of the Codified Ordinances is hereby supplemented to read as follows:

“1022.01. Duty; Permit Requirements; Definitions.

1022.04

- (a) No sidewalk, curb and gutter, or drive apron shall be repaired, replaced or constructed unless a permit has been obtained from the Director of Public Works or designee. In the event any developer, contractor, and/or property owner(s) perform concrete work in the right-of-way without obtaining a permit, there will be a fine of \$500.00 for performing such work without a permit. If this fine is not paid within six months of being invoiced the fine shall be assessed to the property.
- (b) Repairs, replacements, and/or construction of sidewalks, curb and gutter, or drive apron shall be made pursuant to the specifications prepared by the City Engineer or designee.
- (c) Except as set forth in Section 1022.05 herein, this Chapter shall apply to all new sidewalk construction, any replacement, repair, or modification of existing sidewalks, all major and minor residential subdivisions, all commercial subdivisions, and development of commercial, retail, light industrial, and heavy industrial sites.
- (d) In addition to the specifications prepared by the City Engineer or designee, all new sidewalks and sidewalk modifications shall comply with the current Americans with

Disabilities Act (ADA) standards and Public Rights-of-Way Accessibility Guidelines (PROWAG). The required elements include, but are not limited to:

1. Truncated domes
2. Accessible ramps
3. Connecting sidewalks
4. Appropriate slopes and cross-slopes
5. Required width clearances
6. Surface requirements

For the purposes of this Chapter, the following definitions shall apply:

- A. “Common Sidewalks” shall mean all sidewalks and related infrastructure intended for common use within a subdivision.
- B. “Developer of Land” shall mean the person, corporation, or entity responsible for the development of the subdivision

1022.05 Exceptions.

No permit or deposit is required when a cut is made for the purpose of construction by a developer or subdivider of a new street in a new subdivision, or for the purpose of construction of a new public street or road, the plans for which have been approved by the Planning Commission; nor shall a permit be required for the installation of water mains, sewers or other utility pipe lines, provided that the curb shall be restored after installation of such water mains, sewers or other utility pipe lines.

No deposit as referred to in Section 1022.02 of the Codified Ordinances shall be required for a permit associated with a City-initiated assessment project.

Developers shall bear all costs associated with:

- (a) Installation of ADA-compliant infrastructure
- (b) Required modifications to achieve compliance
- (c) Any necessary testing or certification

For major and minor subdivisions, the final plat shall not be signed until all ADA-compliant infrastructure is installed and has passed inspection by the City of Monroe or their certified representatives.

The developer of land shall be responsible for the installation of all common sidewalks and appurtenances in major and minor subdivisions, including, but not limited to:

- (a) All common sidewalks within the subdivision
- (b) Mailbox gang unit foundations
- (c) Sidewalks leading to the mailboxes
- (d) All other concrete infrastructure deemed as common in the development

All common sidewalks and related infrastructure within residential or commercial subdivisions must be fully installed prior to the signature of the final plat. The developer shall coordinate with the City for all necessary inspections prior to the final plat approval.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-04

AN ORDINANCE SUPPLEMENTING CHAPTER 1044 OF THE CODIFIED ORDINANCES ESTABLISHING REQUIREMENTS FOR THE INSTALLATION OF GAS LINES.

WHEREAS, Council deems it in the best interest of the City of Monroe to establish requirements for the installation of gas lines in subdivisions.

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

SECTION 1: Chapter 1044 of the Codified Ordinances is hereby supplemented to read as follows:

“1044.01. INSTALLATION OF NATURAL GAS LINES IN SUBDIVISIONS

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing natural gas lines at their cost.
- (b) All natural gas lines shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all gas lines shall be required before the final plat drawings are signed.
- (d) Gas line installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-05

AN ORDINANCE SUPPLEMENTING CHAPTER 1046 OF THE CODIFIED ORDINANCES ESTABLISHING REQUIREMENTS FOR THE INSTALLATION OF ELECTRIC LINES AND APPURTENANCES.

WHEREAS, Council deems it in the best interest of the City of Monroe to establish requirements for the installation of electric lines and appurtenances in subdivisions.

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

SECTION 1: Chapter 1046 of the Codified Ordinances establishing requirements for the installation of electric lines and appurtenances as follows:

“1046.01 INSTALLATION OF ELECTRIC LINES AND APPURTENANCES IN SUBDIVISIONS

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing electric lines and appurtenances at their cost.
- (b) All electric lines and appurtenances shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all electric lines and appurtenances shall be required before the final plat drawings are signed.
- (d) Electric line and appurtenance installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-06

AN ORDINANCE SUPPLEMENTING CHAPTER 1050 OF THE CODIFIED ORDINANCES TO ESTABLISH REGULATIONS OF THE INSTALLATION OF STREET LIGHTING IN SUBDIVISIONS.

WHEREAS, Council deems it necessary to establish regulations of the installation of street lighting in subdivisions.

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

SECTION 1: Chapter 1050 of the Codified Ordinances to establish regulations of the installation of street lighting in subdivisions as follows:

“1050.02. Installation of Street Lighting in Subdivision.

- (a) In all residential and commercial subdivisions, the developers shall be responsible for installing street lighting at their cost.
- (b) All street lighting shall be installed:
 - 1. Within the public right-of-way; or
 - 2. Within private easements provided by the developer.
- (c) Installation and substantial completion of all street lighting shall be required before the final plat drawings are signed.
- (d) Street lighting installation shall be covered under the Streets and Utilities Bond.
- (e) refer to the City of Monroe Construction Standards and Engineering Guide handbook for substantial completion form and Streets and Utilities Bond requirements.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-07

AN ORDINANCE SUPPLEMENTING TITLE FOUR OF THE CODIFIED ORDINANCES FOR THE CREATION OF CHAPTER 1052 RELATING TO CONSTRUCTION AND DEVELOPMENT BONDS.

WHEREAS, the City of Monroe desires to establish comprehensive requirements for construction and development bonds to ensure proper completion of development projects and protection of public infrastructure; and

WHEREAS, the City Council finds it necessary to consolidate and update existing bond requirements into a single, comprehensive chapter within the City's Codified Ordinances; and

WHEREAS, this Ordinance will replace all other ordinances for bonds and sections of the Codified Ordinances with bond references; and

WHEREAS, the City Council has determined that the adoption of Chapter 1052 will promote orderly development and protect the public interest.

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

SECTION 1: Title Four of the Codified Ordinances is hereby submitted as follows:

“1052.01 PURPOSE AND SCOPE

The purpose of this chapter is to establish comprehensive requirements for construction and development bonds within the City of Monroe to ensure proper completion of development projects and protection of public infrastructure.

1052.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply:

(A) "BOND" means either:

1. A cash deposit held by the City of Monroe in a non-interest-bearing account, to be refunded within 30 days of bond release; or
2. A surety bond issued by a company licensed to do business in the State of Ohio and held by the Department of Public Works, Engineering Division.

(B) "CITY STANDARDS" means the current City of Monroe Engineering Design and Construction Standards.

(C) "CITY ENGINEER" means the professional engineer designated by the City of Monroe to oversee technical aspects of public infrastructure and development projects, operating under the Department of Public Works.

(D) "DETENTION/RETENTION FACILITIES" means all stormwater management structures including but not limited to basins, ponds, underground storage systems, and associated outlet structures.

(E) "DIRECTOR OF PUBLIC WORKS" means the director of the Department of Public Works for the City of Monroe, Ohio, or their authorized representative, who has authority over all contractual and financial obligations related to public infrastructure and development projects.

(F) "ENGINEER'S ESTIMATE" means the detailed cost calculation prepared by a licensed Professional Engineer for the specific work covered by each bond.

(G) "FINAL PLAT" means the final subdivision plat document approved by the City of Monroe Planning Commission and ready for recording with the County Recorder's Office.

(H) "OPEN CHANNEL" means constructed or natural drainage ways designed to convey stormwater through or from the development.

(I) "PHASE" means a distinct portion of the subdivision development as delineated in the approved construction drawings by the City of Monroe.

(J) "PRIVATE DRAINAGE EASEMENT" means a dedicated easement for stormwater conveyance and management located on private property.

(K) "RIGHTS-OF-WAY" means land, property, or interest therein, usually in a strip, acquired for or devoted to transportation or utility purposes under the jurisdiction of the City of Monroe.

(L) "SUBSTANTIAL COMPLETION" means the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the approved plans and specifications such that the City can utilize the work for its intended use.

(M) "SURETY" means a company licensed by the State of Ohio that guarantees the completion of the work through a surety bond.

(N) "WATER INFRASTRUCTURE" means all water mains, hydrants, valves, service connections, and related appurtenances installed within the development.

1052.03 DEVELOPMENT BONDS

The following bonds shall be required for all residential and commercial major subdivision development projects:

1052.03.1 SWP3 BOND

(A) REQUIREMENT: Must be executed before any site disturbance.

(B) AMOUNT: 100% of Engineer's estimate for SWP3 implementation, maintenance, and monitoring.

(C) RELEASE CONDITIONS:

1. All requirements met per approved plans
2. Final stabilization achieved
3. Temporary measures removed
4. Final inspection approval

1052.03.2 EARTHWORK BOND

(A) REQUIREMENT: Must be executed, approved, and recorded before any earthwork activities may commence.

(B) AMOUNT: 75% of the Engineer's detailed cost estimate for all earthwork activities.

(C) RELEASE CONDITIONS:

1. Minimum 70% of disturbed area covered with proper healthy vegetation
2. Vegetation coverage inspected and approved by City
3. Written City release issued

1052.03.3 DETENTION/RETENTION BOND

(A) REQUIREMENT: Must be executed before Earthwork Bond release.

(B) AMOUNT: 75% of the Engineer's detailed cost estimate for all drainage infrastructure.

(C) RELEASE CONDITIONS:

1. All facilities constructed according to approved plans
2. 80% completion of dependent phases
3. Final inspection and approval

1052.03.4 STREETS AND UTILITIES BOND

(A) REQUIREMENT: Must be executed before signature of final plat for either the entire subdivision or phase thereof, depending on the agreed upon conditions of the project.

(B) AMOUNT: 130% of Engineer's estimate for incomplete work plus 20% retention for completed work.

(C) RELEASE CONDITIONS:

1. All improvements completed per approved plans
2. Testing requirements met
3. Documentation submitted
4. Final inspection approval

1052.03.5 SIDEWALK BOND

(A) REQUIREMENT: Must be in place before final plat signature.

(B) AMOUNT: 130% of estimated cost for 20% of total sidewalk requirement.

(C) RELEASE OPTIONS:

1. Standard Release: After all lots developed
2. Early Release: Installation of 6" thickness sidewalks across undeveloped lots

1052.03.6 WATER MAINTENANCE BOND

- (A) REQUIREMENT: Must be in place before final plat signature.
- (B) AMOUNT: 10% of total water infrastructure value.
- (C) DURATION: One year from final acceptance of water infrastructure.

1052.04 CONSTRUCTION BONDS

The following bonds shall be required for all commercial, retail, light and heavy industrial building projects:

1051.04.1 COMMERCIAL RIGHT-OF-WAY BOND

- (A) REQUIREMENT: Must be executed before any work in public right-of-way.
- (B) AMOUNT: 130% of the estimated cost of construction within right-of-way.
- (C) RELEASE CONDITIONS:
 - 1. Complete project completion
 - 2. Full restoration of impacted rights-of-way
 - 3. Final inspection approval

1052.04.2 SWP3 BOND

Requirements same as Section 1051.03.6.

1051.05 AUTHORITY AND ADMINISTRATION

- (A) DIRECTOR OF PUBLIC WORKS:
 - 1. Has control over all contractual and financial obligations of related projects
 - 2. Oversees the Division of Engineering
 - 3. Approves and signs all bonds or designates authority for such approval
 - 4. Has final authority on bond releases and reductions
- (B) CITY ENGINEER:
 - 1. Has control over technical decisions and determinations
 - 2. Reviews and provides technical recommendations on bonds
 - 3. Oversees technical inspections and approvals

1051.06 GENERAL PROVISIONS

- (A) All bonds shall be:
 - 1. Executed on City-approved forms
 - 2. Accompanied by detailed Engineer's estimates
 - 3. Approved and signed by the Director of Public Works or their designee
 - 4. Maintained until final City approval

(B) Cash bonds shall be refunded within 30 days of release.

(C) Refer to City of Monroe Construction Standard and Engineering Guide Handbook for complete bond documents and exhibits.

1052.07 SEVERABILITY

If any provision of this chapter is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision.

1052.99 PENALTY

Any person, owner, developer, or applicant who fails to comply with any of the provisions of this Chapter shall be guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense."

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

2-2 Compensation, Hours of Work, Temporary Assignment and Miscellaneous Leave Policy

2-2 (a) Compensation:

1. City Council will adopt a compensation plan that will govern the compensation of all employees not covered by a collective bargaining agreement. Bargaining unit employees shall be compensated according to the provisions in the applicable collective bargaining agreement.
2. Non-bargaining unit employees will advance through their pay grade by way of a combination of period general base wage increases and/or merit increases as determined by the City Manager. Merit increases may be awarded to employees based upon performance as identified through an annual performance evaluation system and within the budgetary allotment approved by City Council.
3. Non-bargaining unit employees who are at rates of pay that are at or exceed the maximum rate for their pay grade shall receive no base or merit increase until their rates of pay no longer exceed the maximum rate. However, an employee who is at a rate of pay that is at or exceeds the maximum rate for his/her pay grade may receive an increase in a lump sum amount that is not intended to increase his/her base rate of pay as determined by the City Manager. Lump sum payments may be a percentage (%), or a flat dollar amount.
4. Employees who are required to maintain certain qualifications over and above the minimum requirements for the position (e.g., bilingual, specialized degree or certification, etc.) may be provided an additional stipend either as a flat hourly rate, a percentage, or a lump sum as determined appropriate by the City Manager. Employees, who may be assigned additional job duties for a limited time by the City Manager, may be provided an additional stipend either as a flat hourly rate, a percentage, a lump sum, non-FLSA compensatory time or other means as determined appropriate by the City Manager.
5. Effective January 1, 2023, Executive level employees will receive a yearly contribution, as defined by City Council, into a qualified deferred compensation plan of the employee's choice.
6. Effective August 6, 2023, a full-time employee holding the position of Dispatcher or Communications Supervisor who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.55, in addition to their regular hourly rate. This shift bonus will not apply to employees assigned to a shift that overlaps shifts, such as a shift that overlaps first and second shift.

2-2 (b) Hours of Work:

1. Offices of the City of Monroe are generally open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for specified holidays. The various departments may have different operating hours due to the nature of their work. Your supervisor and/or Department Head will notify you of your appropriate starting time and quitting time.

2. The Fair Labor Standards Act mandates that non-exempt employee be compensated at a rate of one and one-half times their regular rate of pay for all time worked in excess of 40 hours in a work week. These rules are different for fire & police. Employees are not permitted to work before or after their work shift or during their unpaid lunch period or take work home without your supervisor's knowledge and permission. All overtime must be authorized by the Department Head or designee in advance of the overtime being worked. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold.
3. Non-exempt employees are not required, or expected, to read, create and/or respond to work email without express consent of the Department Director, in which case time spent doing so will be recorded as time worked.
4. Exempt employees are not eligible for overtime. The Department Director and/or City Manager may permit an exempt employee to vary his/her work schedule.
5. Where salaried (exempt) employee(s) of the City of Monroe are traveling outside of Monroe, Ohio Under O.R.C. 5502.35; to work under state or federal declared emergency conditions, said employee will be entitled to overtime at a rate determined as follows: divide the employee's annual salary by the sum of 2080 hours and multiply that dividend by 1.5. This will equal the rate of expected reimbursement (from either OEMA, EMAC, FEMA, etc.) for any work exceeding eight (8) hours per day (40 hours per week). Work hours are determined by the employee(s) normal scheduled work hours.

2-2 (c) Temporary Assignment:

1. A temporary assignment is defined as the assignment of an individual employee to a classification different from his/her own, which has substantially different duties than the employee would normally perform. A temporary assignment shall be implemented by the City to meet the operational needs of the various departments due to illness, emergencies, or special circumstances. It shall not be used for disciplinary purposes.
2. An employee temporarily assigned to a position with a lower rate of pay shall not be reduced in pay. An employee temporarily assigned to a position with a higher rate of pay should be advanced to whichever is the greater of the following: (1) the minimum rate for the position to which he/she has been temporarily assigned; or (2) a rate of pay which is at least five percent (5%) greater than his/her current rate of pay. No temporary increase will exceed the maximum rate of pay established for the position assumed.
3. In order to receive a temporary increase, an employee must be temporarily assigned by the City Manager the full duties and responsibilities of the higher-level position for two (2) weeks or longer. Temporary assignment of partial duties and responsibilities of the higher-level position will not qualify an employee for a temporary increase. Also, an employee who is temporarily assigned partial duties and responsibilities of a lower-level position will not be eligible for additional compensation.

2-2 (d) Personal Leave:

Full-time employees shall be entitled to two (2) paid personal days per year. Personal Leave shall be approved by the employee's Supervisor. The granting of personal leave requests shall be subject to the scheduling needs of the City. Employees may carry over up to 16 hours of personal leave from one year to the next. Personal Leave shall be charged in the minimum amount of two (2) hours. There shall be no pay out of personal leave at the time of separation from employment.

2-2 (e) Flex Time:

The City may utilize "time off" or flexible hours in order to avoid having employees work in excess of their regular number of hours in a workweek. Flex-time scheduling must be reasonable and must be approved by the Department Head or designee. This policy is not designed to prohibit overtime; rather, its purpose is to help the departments avoid unnecessary overtime, to the extent it can do so and still provide requisite levels of service. The flex-time arrangement must be for a specified period of time and must not unduly disrupt the City's work scheduling or service to the public.

2-2 (f) Compensatory Time:

The City may allow an employee to accumulate compensatory time in lieu of overtime pay. Flextime is encouraged over Compensatory Time. An employee may accrue a maximum of 40 hours of compensatory time ~~at any one time, during a calendar year.~~ ~~Compensatory time may be carried over from one year to another.~~ Accumulated compensatory time may be cashed out once per year. This paragraph does not supersede language in any collective bargaining agreement that includes compensatory time.

2-2 (g) Witness or Jury Duty:

1. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee's regular scheduled working day, all compensation for such duty must be reimbursed to the city. Employees will be compensated for hours of work missed. Any hours outside of the employees scheduled shift, will not be paid by the city.
2. The Employee will be expected to report for work following jury duty, if 3 or more hours remain during his/her scheduled workday.
 - A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.
 - B. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, etc., when the case is being heard in connection with the employee's personal matters. Such absences shall be considered ~~leave without pay~~, personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the Department

Head or designee. ~~City Manager.~~ Leave without pay may be approved, by the City Manager or designee, if the employee has no other leave available.

- C. Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay.

Review & Questions

Questions regarding this policy should be addressed to the Human Resources Department.

Policy Issued on 01/01/2023

Policy Revised on 09/12/2023

Policy Revised on 2/18/2025

ORDINANCE NO. 2025-08

AN ORDINANCE AMENDING AND SUPPLEMENTING PERSONNEL POLICY SECTIONS 2-2 (B) 2., (F), AND(G) PERTAINING TO HOURS OF WORK, COMPENSATORY TIME, AND WITNESS OR JURY DUTY.

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

SECTION 1: Section 2-2 (b) of Personnel Policy 2-2 is hereby amended and supplemented as follows:

“2-2 (b) 2. Hours of Work:

2. The Fair Labor Standards Act mandates that non-exempt employee be compensated at a rate of one and one-half times their regular rate of pay for all time worked in excess of 40 hours in a work week. These rules are different for fire & police. Employees are not permitted to work before or after their work shift or during their unpaid lunch period or take work home without your supervisor’s knowledge and permission. All overtime must be authorized by the Department Head or designee in advance of the overtime being worked. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold.”

SECTION 2: Section 2-2 (f) of Personnel Policy 2-2 is hereby amended and supplemented to read as follows:

“2-2 (f) Compensatory Time:

The City may allow an employee to accumulate compensatory time in lieu of overtime pay. Flextime is encouraged over Compensatory Time. An employee may accrue a maximum of 40 hours of compensatory time at any one time. Accumulated compensatory time may be cashed out once per year. This paragraph does not supersede language in any collective bargaining agreement that includes compensatory time.”

SECTION 3: Section 2-2 (g) of Personnel Policy 2-2 is hereby amended and supplemented to read as follows:

“2-2 (g) Witness or Jury Duty:

1. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee’s regular scheduled working day, all compensation for such duty must be reimbursed to the city. Employees will be compensated for hours of work missed. Any hours outside of the employees scheduled shift will not be paid by the city.

2. The Employee will be expected to report for work following jury duty, if 3 or more hours remain during his/her scheduled workday.

A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, outside of his regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

B. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, such as traffic court, divorce proceedings, custody hearings, etc., when the case is being heard in connection with the employee's personal matters. Such absences shall be considered personal leave, or vacation leave, at the employee's option, as scheduled in advance with approval of the Department Head or designee. Leave without pay may be approved, by the City Manager or designee, if the employee has no other leave available.

C. Employees appearing in court in connection with their official capacity with the City shall receive their appropriate rate of pay."

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: _____

2-3 Sick Leave Policy

Policy:

- a. A regular full-time employee may request sick leave for absences resulting from illness or injury as described below, provided they follow the policy outlined in this Section. Sick leave may be requested for the following reasons:
 1. Illness or injury of the employee or a member of his immediate family requiring the employee's personal care and attendance.
 2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
 3. Medical, dental, or optical examinations or treatment of an employee or a member of his immediate family.
 4. Pregnancy, childbirth, and/or related medical conditions; or
 5. Any other reason that would fulfill the requirements of the Family and Medical Leave Act.

The Family Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. For additional information and guidance on the FMLA, please refer to policy 1-13 FMLA Policy.

For purposes of this policy, "immediate family" is defined as only: mother, father, mother in-law, father in-law, brother, sister, child (including stepchild), spouse or significant other (including a domestic partner), grandparent, grandchild, legal guardian, or other person who stands in the place of a parent, or other person with the approval of the City Manager or designee.

- b. The City maintains the right to investigate any employee's absence. Employees may be required to furnish proof of illness as evidenced by a physician's statement, or other satisfactory written statements of the employee as required by the City Manager or designee.
- c. Sick leave is accrued at a rate of one and one-quarter workdays with pay for each completed month of service (10 hours per month), unless otherwise modified by a collective bargaining agreement.
- d. Accrued but unused sick leave shall not be paid upon separation from employment, except as specifically provided in this Section.
- e. Part-time, seasonal, student, temporary, or other non-permanent employees do not accrue sick leave.
- f. Any employee requesting sick leave must inform his supervisor of the fact at least 1 hour before the

start of his work period. The employee must give the supervisor information on when reason for his sick leave and location of convalescence, if different than the home address, and must indicate when they believe they will be able to return to work, and location of convalescence, if different than the home address. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry which the City Manager deems necessary.

If it is believed that the employee is going to be off for an extended period of time, the supervisor should advise refer the employee to Human Resources. The Human Resources Department will advise the employee that they may need a medical certification to return to work.

- g. ~~L~~Sick leave longer than 3 working days, due to injury or illness, is permitted subject to availability of accrued sick leave time, and a statement from your attending licensed and actively practicing physician or nurse practitioner which certifies the nature of the illness or injury; An employee may be required to furnish a statement from a licensed and actively participating physician which certifies the date seen, work restrictions, and the expected return to work date following an absence in excess of 3 working days. Such statement must be received by the Human Resources Department not later than 6 working days after the onset of the illness or injury. In patient admission to a local hospital will qualify as medical notice, provided it contains the nature of the illness or injury, the date seen, work restrictions, and the expected return to work date. If the sick leave meets the eligibility criteria of FMLA or the employee requests the sick leave to be covered under the FMLA, the procedures outlined in policy 1-13 (FMLA Policy) shall be followed.

- h. If an employee sought medical attention for any authorized use of ~~sick~~ leave, as set forth in subsection (A) of this policy, he/she must may be required to submit to the Human Resources Department, a medical practitioner's statement indicating the date seen, work restrictions if applicable, expected return to work date, and nature of the visit and name of patient, if other than employee.

~~h.~~

- ~~i. Sick leave requests for the scheduled workday immediately before or after, or on a holiday or immediately before or after vacation may be thoroughly investigated and only approved with satisfactory documentation by the City Manager or designee.~~

Vacation leave, ~~and~~ personal leave, holiday time, compensatory time, and/or EDO's (if applicable) may be used for sick leave purposes after sick leave is exhausted, at the employee's request, and with the approval of the City Manager or designee. If absence is due to illness, regardless of leave time used, all guidelines of this policy will apply.

j.i. Payment:

1. Sick leave shall be charged in minimum amounts of 2 hours, or the employee's accrual balance if said balance is less than 2 hours.
2. Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they were working.
3. If sick leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next paycheck.

k.j. Abuse:

1. Altering a physician's certificate or falsification of a written signed statement shall be grounds for immediate discharge.
2. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action or discharge in accordance with policies outlined in this manual.
3. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Employees are expected to be in their homes or hospitalized while on sick leave due to illness unless on a medical-related errand or at an appointment.

k. Sick Leave Buy Back Policy

An employee who acquires 800 hours of sick time may on an annual basis sell back hours in excess of 800 hours, subject to the following conditions:

- Only 120 hours may be sold back annually.
- Hours will be paid at 50% of the employee's rate of pay on December 31st.
- Buy back must be requested by December 1st annually.
- Employees will be paid in the pay period containing December 31st; and
- This program is voluntary.

m.l. Sick Leave Conversion at Retirement/Resignation

1. All employees, at the time of their retirement or resignation in good standing, with 10 or more years of full-time service with the City are eligible to receive payment of their available and unused sick leave balance up to a maximum of 800 hours per the conversion stated below:
 - Up to 600 hours shall be paid at 25% of the Employee's rate of pay at retirement or resignation.
 - Hours in excess of 600 up to 800 shall be paid at 33% of the Employee's rate of pay at retirement or resignation.
2. Employees are not required to receive payment for sick leave upon resignation, as they may elect to transfer their balance to another public employer per ORC Section 124.38.
3. Available but unused sick leave shall not be paid upon separation from employment except as specifically provided in this Section.
4. The city will take prior service with any state or political subdivision of the state into consideration when the employee, at the time of their retirement, in good standing, does not have 10 or more years of full-time service with the City of Monroe. For the purpose of this policy, retirement shall be defined as the employee officially

collecting retirement income from the applicable pension the employee contributes to.

Review & Questions

Questions regarding this policy should be addressed to the Human Resources Department.

Policy Issued on 01/01/2023

Policy Revised on 08/22/2023

Policy Revised on 2/26/2025

ORDINANCE NO. 2025-09

AN ORDINANCE AMENDING AND SUPPLEMENTING PERSONNEL POLICY SECTIONS 2-3 F. THROUGH I. PERTAINING TO SICK LEAVE.

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

SECTION 1: Personnel Policy Sections 2-3 f. through i. are hereby amended and supplemented to read as follows:

“f. Any employee requesting sick leave must inform his supervisor of the fact at least 1 hour before the start of his work period. The employee must give the supervisor information on when they believe they will be able to return to work, and location of convalescence, if different than the home address. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit, or other inquiry which the City Manager deems necessary.

If it is believed that the employee is going to be off for an extended period of time, the supervisor should refer the employee to Human Resources. The Human Resources Department will advise the employee that they may need a medical certification to return to work.

g. Leave longer than 3 working days, due to injury or illness, is permitted subject to availability of accrued leave time. An employee may be required to furnish a statement from a licensed and actively participating physician which certifies the date seen, work restrictions, and the expected return to work date following an absence in excess of 3 working days. If the leave meets the eligibility criteria of FMLA the procedures outlined in policy 1-13 (FMLA Policy) shall be followed.

h. If an employee sought medical attention for any authorized use of leave, as set forth in subsection (A) of this policy, he/she may be required to submit to the Human Resources Department, a medical practitioner’s statement indicating the date seen, work restrictions if applicable, expected return to work date, and name of patient, if other than employee.

Vacation leave, holiday time, compensatory time, and/or EDO’s (if applicable) may be used for sick leave purposes, at the employee’s request. If absence is due to illness, regardless of leave time used, all guidelines of this policy will apply.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

RESOLUTION NO. 19-2025

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$7,547.40 TO ARCHIVE SOCIAL LLC FOR SOCIAL MEDIA ARCHIVING.

WHEREAS, the invoice was received prior to a purchase order being opened.

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

SECTION 1: A Then-and-Now Certificate in the amount of \$7,547.40 to Archive Social LLC for social media archiving is hereby approved.

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. 20-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND SCODELLER CONSTRUCTION, INC. FOR THE 2025 ASPHALT PAVEMENT CRACK SEAL PROJECT.

WHEREAS, after advertisement and receipt of bids for the 2025 Asphalt Pavement Crack Seal Project, it was determined that Scodeller Construction, Inc. was the lowest and/or best bid.

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

SECTION 1: After advertising and bidding, the bid submitted by Scodeller Construction, Inc. is hereby accepted and determined to be the lowest and/or best bid for the 2025 Asphalt Pavement Crack Seal Project.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Scodeller Construction, Inc. for the 2025 Asphalt Pavement Crack Seal Project in an amount not to exceed \$199,074.74 pursuant to the terms and conditions set forth in the bid specifications submitted on March 6, 2025.

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

RESOLUTION NO. 21-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BURGESS & NIPLE, INC. FOR THE 2025 WATER MAIN REPLACEMENT PROJECTS LOCATED ON STATE ROUTE 4, BREADEN DRIVE, AND SENATE DRIVE.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and Burgess & Niple, Inc. for the 2025 Water Main Replacement Projects located on State Route 4, Brearden Drive, and Senate Drive. The terms and conditions of said agreement are marked Exhibit “1” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

BURGESS & NIPLE

330 Rush Alley | Suite 700 | Columbus, OH 43215 | 614.459.2050

Mr. Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 43036

Re: Professional Engineering Design of 2025
Water Main Locations
Detailed Design Projects B – State Route 4

March 3, 2025

Dear Mr. Morton:

Thank you for selecting Burgess & Niple, Inc. (B&N) and requesting us to submit this Agreement to the City of Monroe (Owner) for professional engineering services for the above-referenced project. B&N is uniquely qualified to complete this project within the time restraints requested by the Owner because of our staff availability and resources.

This project includes the Project B – State Route 4 location per the selection from the RFP. Project B – State Route 4 is the design for replacement of a 6-inch waterline with an 8-inch water for approximately 1,600-feet. See the attached RFP for a preliminary layout and replacement location map.

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between Owner and B&N. Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

- Professional Engineering Design of 2025 Water Main Detailed Design Projects B – State Route 4 (Project).

B&N's Services under this Agreement are generally identified as follows:

1.01 Scope of Services for Projects B – State Route 4

Task 1 – Project Administration, Management and Quality

- Attend the project kick off meeting, prepare agenda and meeting minutes.
- Schedule and lead monthly project meetings, prepare agenda and meeting minutes. We have anticipated 4 project meetings total to discuss the progress of each project at significant project milestones.
- Prepare comment summary depositions for each of the project submittals and appropriate response.
- Perform internal QA/QC reviews prior to submittal to the City for each of the projects at the project milestones.
- Prepare a technical memorandum to describe how the new waterline route was selected for each of the project locations. This memo will include at a minimum:
 - Statement of purpose.
 - Description of the provenance of data.
 - How was analysis and selection of location performed along with what guidelines and requirements were applied and what assumptions were made.
 - Graphical and verbal description of findings and recommendations.

Task 2 - Field Topography

- Perform field survey of the proposed watermain alignment and establish a survey baseline to be used

as control during construction.

- The engineer shall conduct field work to locate existing features that may affect the water line design. The field work shall include the location of existing culverts, storm lines, sanitary sewers, existing water lines and appurtenances, underground utilities as marked per OUPS request, top of banks and toes of slope of ditch/swale/streams, physical markers of gas, electric, telephone, cable/fiber optic lines, edge of woods, trees (6" and larger) existing ground features and all other features that may affect the water main design.
- Obtain private and public utility, existing and proposed right-of-way, and property ownership information along the proposed water main corridor.
- The engineer shall coordinate meetings with private utility companies prior to start of topography and at completion of final design of the water main.

Task 3 – Detailed Design,

- The detailed design will consist of 22" x 34" size plan and profile drawings at a horizontal scale of 1"=20' and vertical 1"=5' along with project specific details and general notes, and any other comments that the City or governing regulatory agency deems necessary. City will be preparing Coversheet, standard notes and details pages.
- Prepare 30% preliminary alignment plans for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare detailed technical specifications for these improvements. City of Monroe Construction and Material Specifications and City of Monroe Standard Drawings are the standards to be used as appropriate.
- Prepare 50% plans with profiles for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an estimated construction cost of the proposed improvements for owner use and budgeting. (Needed by 5/31/2025)
- Prepare a stormwater pollution prevention plan (SWPPP) to be included in the plan set and provided to the contractor.
- Prepare a Maintenance of Traffic plan (MOT) to be per the Ohio Manual of Uniform Traffic Control Devices and included in the plan set and provided to the contractor.
- Prepare a Pavement Replacement Plan for each of the projects included in the plan set and provided to the contractor.
- Prepare 90% plans that finalize the design and address the City 50% comments, submit for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an updated estimated construction cost of the proposed improvements for owner use for advertising the project.

If authorized Additional Services

Task 4 – Contract Documents and Bidding Services

- A complete set of Contract Documents including but not limited to Bid Schedule, and detailed specifications as required shall be included in the fee. (City has standard bidding and contract documents)
- Answer questions during the advertisement period, addenda issuance, if necessary, tabulate and review the bids, and provide a summary of the bid results to City staff. Attend the prebid meeting.

Task 5 – Easements

- Easements - Prepare and submit to the Owner easement descriptions and exhibits for the permanent and temporary easements needed for the project. This Proposal includes preparation of a total of one permanent and one temporary easement document.

Task 6 – Construction Phase Services

- Limited construction observation, we anticipate 2 trips for each of the construction locations.
- Construction progress meetings, we have anticipated 2 construction progress meetings total covering all 3 projects
- Review of submittals or RFI's – We have anticipated 8 hours for each of the project areas to assist the City with submittals or RFI responses.
- As-constructed survey, perform as-built survey of the visible surface features of the new waterlines including valves, hydrants, and water service curb stops.
- As-built preparation, prepare as-builts and as-built tables for the 3 project locations.

Owner and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within a reasonable time, or within the following specific time period:
- We anticipate that design will be at the 50% design level by May 31, 2025, and final completion by December 15, 2025 based on authorization to proceed by February 15, 2025.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Sections 3 below.

3.01 Basis of Payment

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Owner shall pay B&N as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of B&N's employee's payroll times a multiplier for all services performed on the Project, plus reimbursable expenses.
 2. The total compensation for Authorized services and reimbursable expenses is for a not-to-exceed amount of **\$87,141**.
 3. The total compensation for If - Authorized services and reimbursable expenses is for a not-to-exceed amount of **\$13,333**.
 4. The following is a non-comprehensive list of services that are not included as part of this Proposal, but can be provided as additional services:
 - Preparation of a formal design report;
 - Any services related to environmental or noise issues;
 - Providing for the sale of Plans and Contract Documents to interested parties;

- Staking of easements, obtaining easement signatures, and/or filing easement documents; and
- Construction layout staking, construction administration, and project representation.

3.02 Invoicing

- A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due B&N for services and expenses within 60 days after receipt of B&N's invoice, then the amounts due B&N will be increased at the rate of 1.5 percent per month from said 60th day. In addition, B&N may, after giving seven days written notice to Owner, suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension. Payments will be credited first to interest and then to principal.

If the account remains delinquent for more than 30 days, B&N shall have the right to cease all services on the Project without notice. If the account is delinquent, and the delinquent account is placed in the hands of an attorney or collection agency for collection, the Owner agrees to waive the benefit of all exemptions as to the delinquent account and further agrees to pay all expenses incurred in collecting the same, including, without limitation, reasonable attorney fees in the amount of one-third of the total principal amount awarded or the actual amount of attorney's fees incurred, whichever amount is greater, collection agency fees, court costs, and all other costs incurred by B&N.

3.03 Tax Clause

If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on B&N's services or compensation under this Agreement, then B&N may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse B&N for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which B&N is entitled.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.
 - b. By B&N:
 - 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.
- B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

- A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession

practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. B&N shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall B&N have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the laws of the State of Ohio.
- D. B&N neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. B&N is not responsible for variations between actual construction bids or costs and B&N's opinions or estimates regarding construction costs.
- E. B&N shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except B&N's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by B&N.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by B&N's Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Unless subject to Ohio's Public Records Act, Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants.
- H. To the fullest extent permitted by law, Owner and B&N (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that B&N's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by B&N, whichever is greater.
- I. Insurance: The insurance maintained by B&N is summarized below:

1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
 2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request.
- J. Indemnification by B&N: To the fullest extent permitted by Laws and Regulations, B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.
- K. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

1000 Holman Drive

Monroe, OH 43036

JWS:cmc

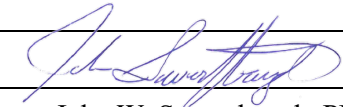
BURGESS & NIPLE, INC.

By: 

Title: Vice President

Firm's Certificate No: 01762

State of: Ohio

Project Manager: 

John W. Swartzbaugh, PE

Date Signed: 03/03/20255

Address for giving notices:

330 Rush Alley, Suite 700

Columbus, OH 43215

March 3, 2025
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Attachments

Approved as to Form:

City Attorney

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this contract.

Finance Director

Date

	Monroe, Ohio - Project B; State Route 4; 1600 Feet - Project Hours & Fee			
Task No.	Activity	Total Hours	Expenses	Total Cost
1	Project Administration, Management and Quality			
	Kickoff Meeting	16	\$ 150.00	\$ 3,470
	Progress Meeting - 3 Meetings Virtual, 1 in Person	20	\$ 150.00	\$ 4,354
	Submittal Summary Disposition	21	\$ -	\$ 3,577
	Internal Technical Review, 30, 60, 90	3	\$ -	\$ 909
	Prepare Technical Memo	68	\$ -	\$ 12,163
	SUBTOTALS	128	\$ 300.00	\$ 24,473
2	Field Topography			
	Field Survey/Establish Baseline (1,600') GPD	10	\$ 9,200.00	\$ 11,265
	Obtain Private and Public Utility, Right-of-Way, and Property Data	14	\$ -	\$ 2,705
	SUBTOTALS	24	\$ 9,200.00	\$ 13,903
2	Detailed Design, Easement Preperation and Permitting			
	a. 30% Plan and Profile based on Survey Data	30	\$ -	\$ 5,264
	b. 60% Plan and Profile based on Survey Data	130	\$ -	\$ 21,432
	c. General Notes, Details, Erosion and Sediment Control	10	\$ -	\$ 1,895
	d. Prepare Detailed Technical Specifications	26	\$ -	\$ 4,455
	e. Prepare Estimated Construction Cost	20	\$ -	\$ 3,791
	f. 90% Plan and Profile	38	\$ -	\$ 6,544
	g. Utility Coordination	20	\$ -	\$ 4,129
	h. Prepare a Stormwater Pollution Prevention Plan	6	\$ -	\$ 1,255
	SUBTOTALS	280	\$ -	\$ 48,766
	Subtotal Total Fee/ Hours	432		\$ 87,141
	If Authorized Additional Services (and/or Potential Cost Savings)			
4	Contract Documents and Bidding Services			
	a. Prepare Advertisement, Questions, Addenda, Bid Tabulation	18	\$ -	\$ 3,711
	SUBTOTALS	18	\$ -	\$ 3,711
5	Easements - Exhibit and Description Each	4	\$1,200	\$ 2,201
	SUBTOTALS	4	\$1,200	\$ 2,226
6	Construction Phased Services			
	Site Visit (2) - All Projects	8		\$ 2,424
	Construction Progress Meeting (2) - All Projects	16		
	Submital / RFI Review, Project B	4		
	As-Constructed Survey, Project B	2	\$3,000	
	Asbuilt Preparation, Project B	10		
	SUBTOTALS	0	\$125	\$ 7,397
	Totals If Aurtherized Additional Services	22	\$ 1,325	\$ 13,333
	Grand Total with Additional Services			\$ 100,474

CITY OF MONROE, OHIO

REQUEST FOR QUALIFICATIONS

RFQ Issue Date:

November 25, 2024

TITLE:

**Professional Engineering Design of
2025 Water Main Designs**

RFQ No.

2024-004

CONTACT INFORMATION:

Constance Kepner
Civil Engineer
City of Monroe
1000 Holman Drive
Monroe, OH 45036
Tel. (513) 727-8953 x 1410
kepnerc@monroeohio.gov

RESPONSE ADDRESS:

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 45036

IMPORTANT: Unless specified otherwise in subsections of the Request for Qualifications (RFQ), respondents shall submit one (1) electronic copy of their letter of interest (LOI) containing all the requested information in this RFQ. Please limit submission to twelve (12) pages, including exhibits. Indicate company name, RFQ No., and date and time proposals are due on the front of the envelope or package.

SUBMISSIONS WILL BE ACCEPTED UNTIL 12:00 PM, FRIDAY, DECEMBER 13, 2024.

Letters of interest not received by this date and time will not be considered. Submissions may also be hand-delivered by the vendor in a sealed envelope to the location indicated above.

In its sole discretion, the City of Monroe may withdraw the RFQ either before or after receiving submissions, may accept or reject letters of interest, may accept letters of interest which deviate from the RFQ as it deems appropriate and, in the City's, best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting a response to this RFQ.

The City of Monroe is advertising five (5) separate projects, respondents should rank the projects based on their preference. The city has the discretion to award multiple projects to the same consultant or each project to separate consultants.



Request for Qualifications

Consultant Services for Professional Engineering

Professional Engineering Design of 2025 Water Mains

The City of Monroe, Department of Public Works, herein after referred to as “the City,” intends to use a Quality Based Selection (QBS) Process in accordance with Ohio Revised Code (ORC) Section 153.65 to 153.71 for the purpose of selecting a professional engineering services firm for the design of the five (5) listed projects below. The objective of this Request for Qualifications (RFQ) is to establish a Professional Services Agreement with a qualified firm(s) that meets the City's requirements for the design of the

following 2025 Water Main projects:

- Project A- replacement of a 6” water main along Northwestern Avenue
- Project B- replacement of a 6” water main along State Route 4 (SR 4)
- Project C- replacement of an 8” water main along Breaden Drive
- Project D- replacement of a 12” water main along Senate Drive
- Project E- replacement of an 8" water main along North Garver Road

BACKGROUND

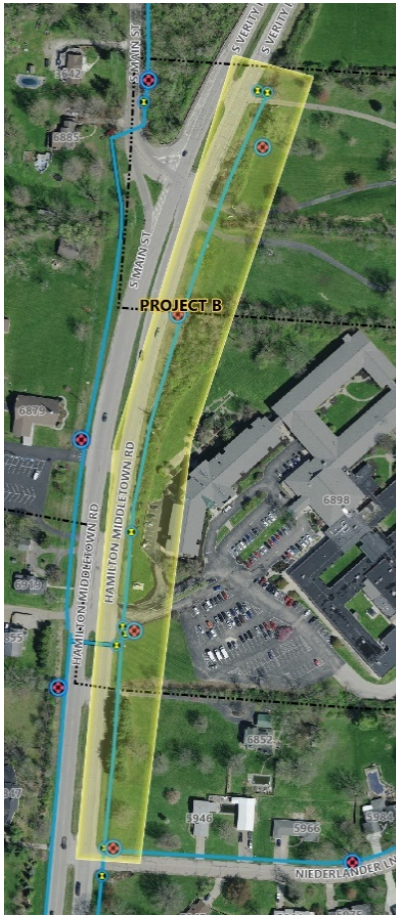
The City of Monroe is a charter municipality in Butler and Warren Counties, Ohio and has a population of about 16,000. The City desires to obtain services from more than one experienced and qualified professional engineering firm for the design of the 2025 Water Main projects.

Project A- Northwestern Avenue

An existing 6-inch water distribution line along Northwestern Ave from Indiana Ave to Northwestern Ave Cul-de-sac will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly meet current standards.



This project will be split into two phases. Phase 1 boundary will be between Indiana Ave and the west part of Maumee Dr adding Muskingum Cir as an alternate, including approximately 1,000 linear feet of water main to be replaced. Phase 2 boundary will begin at Maumee Dr and ending in Northwestern Ave cul-de-sac including approximately 850 linear feet of water main to be replaced.



Project B- State Route 4 (SR 4)

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,600 linear feet of water main to be replaced. The water main replacement will be along SR 4 beginning at the intersection Niederlander Ln to the City of Monroe limits.

Project C- Breaden Drive

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,100 linear feet of water main to be replaced. The water main replacement will be along Breaden Drive and south of Lebanon Street. The water main is to be relocated to the southbound travel lane.





Project D- Senate Drive

An existing 12-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 12-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,900 linear feet of water main to be replaced. The water main replacement will be along Senate Drive north of SR 63 to the cul-de-sac. The water main is to be relocated to the northbound travel lane.

Project E

An existing 8-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 8-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 3,600 linear feet of water main to be replaced. The water main replacement will be along North Garver Road from Deneen Avenue to SR 63. The water main is to be relocated to the southbound travel lane.



Construction funding for the projects is expected to come from City local sources and possibly offset by applying for applicable grant funding programs. A planning level construction estimate has not yet been completed for the projects. With a 2025 design budget set at just under \$350,000 for all five projects the City is aimed to quickly advance these design projects to be ready for funding application season in Q3 of 2025. Final “shovel-ready” plans shall be completed by the end of 2025.

The firm’s Project Manager will be the primary point of contact for the City for this project and this person will be expected to submit a monthly progress report via e-mail to the Director of Public Works. The Consultant shall describe the commitment of the firm’s resources for the duration of the project. Information regarding the commitment, availability and qualifications of key project personnel (managers, engineers, surveyors, designers, technicians, and inspectors) shall also be included. The firm’s experience in completing projects of similar nature and complexity, and the ability of the firm to draw upon this experience to benefit the City, shall be submitted.

SCOPE OF WORK

The scope of work may include, but is not limited to, the following elements. The project will be developed to meet City of Monroe standards. ODOT, County and other agency standards shall only be used in the absence of City standards. The City expects that the Consultant will develop a more detailed scope of services and propose a detailed schedule to deliver 50% plans ready for funding applications on or before May 31, 2025 and final plans complete by December 31, 2025.

Professional Engineering and Surveying Services:

- Topographic survey within the bounds of the construction limits.
- No boundary survey is requested, and no new right-of-way is anticipated.
- Use of available State of Ohio, City and Butler County GIS linework and shapefiles for various elements such as parcel and right-of-way lines, aerial photography, contours, LIDAR, etc.
- Design of water distribution lines, water service replacements, erosion control, maintenance of traffic, and affected roadway and public utilities as impacted.
- Prepare a conceptual alignment for the location of the 8” water main and meet with the City to discuss. A planning level cost estimate shall be prepared for discussion at the meeting.
- Complete a 50% construction plan package submittal over the topographic survey basemap. The design shall include all proposed features detailed for review purposes only. Consultant to update the plan and profile views prepared with the conceptual submittal with the 50% submittal design. This exhibit may be used by the City for public involvement purposes and funding applications. Consultant to prepare an updated cost estimate. **It is a critical project requirement that the consultant provides the 50% plans and cost estimate on or before May 31, 2025.**
- Complete a 100% construction plan package submittal that includes complete plans, notes, details, a general summary of quantities, and associated specifications by December 31, 2025. Consultant to prepare an updated cost estimate and technical specifications package.

QUALIFICATION RESPONSE AND REQUIREMENTS

The response to the RFQ (Letter of Interest) shall be as brief and as concise as possible without exceeding twelve (12) pages (a maximum of 4 of the pages may be used for the project approach for the projects), nor sacrificing the clarity of the intended response. **One (1) PDF file (emailed to mortong@monroeohio.gov and engineering@monroeohio.gov),** shall be delivered to the City. The following format and qualification content shall be adhered to by each Consultant and presented in the following order:

1. Letter of Transmittal/Cover Letter
 - a. A statement indicating the Consultant's formal response to the RFQ.
 - b. Indicate the address and telephone number of the Consultant's office located nearest to Monroe, Ohio, and the office from which the project will be managed.
 - c. Name of responsible firm member/principal/owner (contractual authority) and the designated Project Manager. Include the email address and phone number for each person.
2. Background and Understanding of the Scope of Services

Describe your firm's background and qualification to perform the City's proposed scope of work.
3. Personnel Qualifications

Identify key personnel who would be assigned to work on the various scopes of work. Include any subconsultants and their specific roles. Names, qualifications, and experience of the responsible firm member/principal/owner (contractual authority), the designated Project Manager, and key personnel who will be assigned to the various project assignments. For each key personnel, please include title, office location, role and a brief description of their relevant experience. List all State and/or Federal prequalifications and certifications that the Consultant firm and personnel have that are relevant to this Scope of Work.
4. Experience and References

Please provide a list of companies/agencies for which your firm had in the past or has current contracts to show experience in the performance of the Scope of Work.
5. Similar Projects

Provide no more than five (5) similar projects that your firm has worked on that are most similar to the work requested in this RFQ. Ensure that the description of the project details the similar project elements and includes the agency for whom the work was completed, the construction cost estimate in comparison to project construction cost and contact information for the agency's point of contact. Demonstrate for each of these projects how your firm was able to meet planned milestone dates. List the key personnel who worked on the similar project.

6. Qualifications Submittal

One (1) electronic copy of the Letter of Interest shall be addressed and delivered to the following location no later than **12:00 Noon, Friday, December 13, 2024.**

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, Ohio 45036
Email: mortong@monroeohio.gov and engineering@monroeohio.gov
Marked: RFQ# 2024-004: Consultant Services for Professional Engineering Design of 2025 Water Main Designs

Questions regarding this RFQ should be directed via e-mail to Constance Kepner at kepnerc@monroeohio.gov and engineering@monroeohio.gov by 2:00 PM, December 3, 2024. No questions will be addressed after this time/date.

General Instructions for Preparing and Submitting the Letter of Interest (LOI):

- a. Provide the information requested in the Qualification Response and Requirements in the same order as listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures or other material.
- b. The LOI shall be limited to twelve (12)- 8 ½" x 11" single sided pages with a maximum of 4 pages dedicated to the project approach. All pages including the letter of transmittal/cover letter count against the limit.
- c. Please adhere to the following requirements in preparation and binding the LOI:
 - i. Use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - ii. Page numbers must be centered at the bottom of each page.
 - iii. Do not provide tabbed inserts or other features that may interfere with machine scanning/copying.

Late LOIs will not be accepted.

EVALUATION CRITERIA

Submittals will be evaluated on the basis of their response to the provisions of this RFQ. Once Qualifications packages have been received, the following steps will be followed to select the Consultant:

1. Qualification submittals will be evaluated and scored by a Selection Committee utilizing the scoring criteria provided below.
2. Upon completion of the scoring and ranking of the qualifications received, the top-ranked firm or firms based on their LOI will be notified of selection. The City and the selected firm(s) will enter into negotiations to develop a final and mutually agreed upon contract.
3. Upon reaching agreements, the City will make an award to the selected Consultant(s).

The City may use some or all the following criteria in its evaluation and comparison of submittals:

1. Qualification and Experience
 - a. The Consultant's demonstrated record of success and familiarity with work of similar scope of work, complexity, and magnitude.
 - b. The experience and expertise of the Consultant's key personnel, including the proposed project manager and the experience of the firm and project team with similar projects.
 - c. State or Federal pre-qualifications or certifications that the Consultant demonstrates which are relevant to this Scope of Work.
2. Commitment to Schedule
 - a. The consultant must demonstrate a commitment to project deadlines.
3. Quality of Submittal
 - a. Clarity and simplicity.
 - b. Responsiveness to the requirements of the RFQ.
 - c. Organization, format, and understandability of the RFQ.
 - d. Demonstrated understanding of the project's scope and objectives.
 - e. Quality/experience of the consultant's personnel.
 - f. Please briefly describe your firm's methodology to providing the required scope of work.

CONSULTANT SELECTION

The Consultants' selection will be "Qualifications Based".

The City will review the LOI submittals and may or may not interview the most qualified consultants. The method of determining a qualified consultant(s) is included within this RFQ.

TIME SCHEDULE

The following is the City's anticipated schedule for the design duration of the 2025 Water Main Design projects:

- | | | |
|----|---|-------------------|
| 1. | Issuance of Request for Qualifications (RFQ): | November 25, 2024 |
| 2. | RFQ Question Submittals Deadline: | December 3, 2024 |
| 3. | Deadline for submitting Letters of Interest (LOIs): | December 13, 2024 |
| 4. | City Award Consultants' Contract: | January 15, 2025 |
| 5. | 50% submittal to the City: | May 31, 2025 |
| 6. | 100% submittal to the City ("Shovel-ready"): | December 31, 2025 |

The 100% "shovel-ready" plans must have all final comments from the city addressed by the end of 2025.

GENERAL INFORMATION

Each Consultant understands and agrees that the City of Monroe, its departments, their officers, employees or agents will not be liable for the following:

1. Any costs incurred by the Consultant in the preparation, delivery, or presentation of the qualifications and/or proposals;
2. Any costs incurred by the Consultant in meeting the criteria, as a result of making or submitting a proposal and/or entering into a formal agreement with the City;
3. Any errors, inaccuracies or misstatements related to the information or data supplied to any Consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Consultant in the preparation of the Request for Qualifications.
4. It is the Consultant's responsibility to carefully examine the requirements expressed in the Request for Qualifications and fully educate themselves with the quality and character of work required. All responses to the RFQ will become the property of the City of Monroe and will be retained or disposed of accordingly;
5. The City of Monroe reserves the right to reject any or all submittals and to modify the RFQ and re-solicit submittals.

CONSULTANT EVALUATION SHEET

Consultant/Firm Name: _____

Category	Maximum Points	Rating
Project approach/Understanding of the work to be performed	25	
Project Manager	25	
Strength/Experience of assigned staff including subconsultants	15	
Consultant's past performance/Experience with similar kinds of work/Cost containment	15	
Ability to meet deadlines	10	
Firm's current workload/Availability of personnel	10	
TOTAL	100	

BURGESS & NIPLE

330 Rush Alley | Suite 700 | Columbus, OH 43215 | 614.459.2050

Mr. Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 43036

Re: Professional Engineering Design of 2025
Water Main Locations
Detailed Design Projects C – Broaden Drive

March 3, 2025

Dear Mr. Morton:

Thank you for selecting Burgess & Niple, Inc. (B&N) and requesting us to submit this Agreement to the City of Monroe (Owner) for professional engineering services for the above-referenced project. B&N is uniquely qualified to complete this project within the time restraints requested by the Owner because of our staff availability and resources.

This project includes Project C – Broaden Drive per the RFP. Project C – Broaden Drive is the design for replacement of a 6-inch waterline with a new 8-inch water for approximately 1,100-feet. See the attached RFP for a preliminary layout and replacement location map.

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between Owner and B&N. Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

- Professional Engineering Design of 2025 Water Main Detailed Design Projects C – Broaden Drive (Project).

B&N's Services under this Agreement are generally identified as follows:

1.01 Scope of Services for Projects C – Broaden Drive

Task 1 – Project Administration, Management and Quality

- Attend the project kick off meeting, prepare agenda and meeting minutes.
- Schedule and lead monthly project meetings, prepare agenda and meeting minutes. We have anticipated 4 project meetings total to discuss the progress of each project at significant project milestones.
- Prepare comment summary depositions for each of the project submittals and appropriate response.
- Perform internal QA/QC reviews prior to submittal to the City for each of the projects at the project milestones.
- Prepare a technical memorandum to describe how the new waterline route was selected for each of the project locations. This memo will include at a minimum:
 - Statement of purpose.
 - Description of the provenance of data.
 - How was analysis and selection of location performed along with what guidelines and requirements were applied and what assumptions were made.
 - Graphical and verbal description of findings and recommendations.

Task 2 - Field Topography

- Perform field survey of the proposed watermain alignment and establish a survey baseline to be used as

control during construction.

- The engineer shall conduct field work to locate existing features that may affect the water line design. The field work shall include the location of existing culverts, storm lines, sanitary sewers, existing water lines and appurtenances, underground utilities as marked per OUPS request, top of banks and toes of slope of ditch/swale/streams, physical markers of gas, electric, telephone, cable/fiber optic lines, edge of woods, trees (6" and larger) existing ground features and all other features that may affect the water main design.
- Obtain private and public utility, existing and proposed right-of-way, and property ownership information along the proposed water main corridor.
- The engineer shall coordinate meetings with private utility companies prior to start of topography and at completion of final design of the water main.

Task 3 – Detailed Design,

- The detailed design will consist of 22" x 34" size plan and profile drawings at a horizontal scale of 1"=20' and vertical 1"=5' along with project specific details and general notes, and any other comments that the City or governing regulatory agency deems necessary. City will be preparing Coversheet, standard notes and details pages.
- Prepare 30% preliminary alignment plans for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare detailed technical specifications for these improvements. City of Monroe Construction and Material Specifications and City of Monroe Standard Drawings are the standards to be used as appropriate.
- Prepare 50% plans with profiles for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an estimated construction cost of the proposed improvements for owner use and budgeting. (Needed by 5/31/2025)
- Prepare a stormwater pollution prevention plan (SWPPP) to be included in the plan set and provided to the contractor.
- Prepare a Maintenance of Traffic plan (MOT) to be per the Ohio Manual of Uniform Traffic Control Devices and included in the plan set and provided to the contractor.
- Prepare a Pavement Replacement Plan for each of the projects included in the plan set and provided to the contractor.
- Prepare 90% plans that finalize the design and address the City 50% comments, submit for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an updated estimated construction cost of the proposed improvements for owner use for advertising the project.

If authorized Additional Services

Task 4 – Contract Documents and Bidding Services

- A complete set of Contract Documents including but not limited to Bid Schedule, and detailed specifications as required shall be included in the fee. (City has standard bidding and contract documents)
- Answer questions during the advertisement period, addenda issuance, if necessary, tabulate and

review the bids, and provide a summary of the bid results to City staff. Attend the prebid meeting.

Task 5 – Easements

- Easements - Prepare and submit to the Owner easement descriptions and exhibits for the permanent and temporary easements needed for the project. This Proposal includes preparation of a total of one permanent and one temporary easement document.

Task 6 – Construction Phase Services

- Limited construction observation, we anticipate 2 trips for each of the construction locations.
- Construction progress meetings, we have anticipated 2 construction progress meetings total covering all 3 projects
- Review of submittals or RFI's – We have anticipated 8 hours for each of the project areas to assist the City with submittals or RFI responses.
- As-constructed survey, perform as-built survey of the visible surface features of the new waterlines including valves, hydrants, and water service curb stops.
- As-built preparation, prepare as-builts and as-built tables for the 3 project locations.

Owner and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within a reasonable time, or within the following specific time period:
- We anticipate that design will be at the 50% design level by May 31, 2025, and final completion by December 15, 2025 based on authorization to proceed by March 15, 2025.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Sections 3 below.

3.01 Basis of Payment

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Owner shall pay B&N as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of B&N's employee's payroll times a multiplier for all services performed on the Project, plus reimbursable expenses.
 2. The total compensation for Authorized services and reimbursable expenses is for a not-to-exceed amount of **\$42,581**.
 3. The total compensation for If-Authorized services and reimbursable expenses is for a not-to-exceed amount of **\$6,093**.
 4. The following is a non-comprehensive list of services that are not included as part of this Proposal, but can be provided as additional services:
 - Preparation of a formal design report;

- Any services related to environmental or noise issues;
- Providing for the sale of Plans and Contract Documents to interested parties;
- Staking of easements, obtaining easement signatures, and/or filing easement documents; and
- Construction layout staking, construction administration, and project representation.

3.02 Invoicing

- A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due B&N for services and expenses within 60 days after receipt of B&N's invoice, then the amounts due B&N will be increased at the rate of 1.5 percent per month from said 60th day. In addition, B&N may, after giving seven days written notice to Owner, suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension. Payments will be credited first to interest and then to principal.

If the account remains delinquent for more than 30 days, B&N shall have the right to cease all services on the Project without notice. If the account is delinquent, and the delinquent account is placed in the hands of an attorney or collection agency for collection, the Owner agrees to waive the benefit of all exemptions as to the delinquent account and further agrees to pay all expenses incurred in collecting the same, including, without limitation, reasonable attorney fees in the amount of one-third of the total principal amount awarded or the actual amount of attorney's fees incurred, whichever amount is greater, collection agency fees, court costs, and all other costs incurred by B&N.

3.03 Tax Clause

If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on B&N's services or compensation under this Agreement, then B&N may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse B&N for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which B&N is entitled.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.
 - b. By B&N:
 - 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or

- 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.

- B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

- A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. B&N shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall B&N have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the laws of the State of Ohio.
- D. B&N neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. B&N is not responsible for variations between actual construction bids or costs and B&N's opinions or estimates regarding construction costs.
- E. B&N shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except B&N's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by B&N.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by B&N's Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Unless subject to Ohio's Public Records Act, Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants.
- H. To the fullest extent permitted by law, Owner and B&N (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to the Project, and (2) agree that B&N's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by B&N, whichever is greater.

- I. Insurance: The insurance maintained by B&N is summarized below:
 - 1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
 - 2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request.
- J. Indemnification by B&N: To the fullest extent permitted by Laws and Regulations, B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.
- K. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

1000 Holman Drive

Monroe, OH 43036

JWS:cmc
Attachments

Approved as to Form:

City Attorney

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this contract.

Finance Director

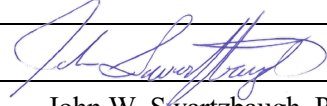
BURGESS & NIPLE, INC.

By: Roberta J. Gurnea

Title: Vice President

Firm's Certificate No: 01762

State of: Ohio

Project Manager: 

John W. Swartzbaugh, PE

Date Signed: 03/03/2025

Address for giving notices:

330 Rush Alley, Suite 700

Columbus, OH 43215

Date

	Monroe, Ohio - Project C; Broaden Drive; 1,100 Feet - Project Hours & Fee			
Task No.	Activity	Total Hours	Expenses	Total Cost
1	Project Administration, Management and Quality			
	Kickoff Meeting - Included in Project B Summary	0		\$ -
	Progress Meeting - - Included in Project B Summary	0	\$ -	\$ -
	Submittal Summary Disposition - Included in Proejct B Summary	0	\$ -	\$ -
	Internal Technical Review, 30, 60, 90	6	\$ -	\$ 1,375
	Prepare Technical Memo - Included in Proejct B Summary	0	\$ -	\$ -
	SUBTOTALS	6	\$ -	\$ 1,375
2	Field Topography			
	Field Survey/Establish Baseline (1,100') GPD	10	\$ 7,150.00	\$ 9,215
	Obtain Private and Public Utility, Right-of-Way, and Property Data	14	\$ -	\$ 2,705
	SUBTOTALS	24	\$ 7,150.00	\$ 11,853
3	Detailed Design, Easement Preperation and Permitting			
	a. 30% Plan and Profile based on Survey Data	22	\$ -	\$ 3,984
	b. 60% Plan and Profile based on Survey Data	90	\$ -	\$ 15,033
	c. General Notes, Details, Erosion and Sediment Control	0	\$ -	\$ -
	d. Prepare Detailed Technical Specifications - Included in Proejct B Summary	0	\$ -	\$ -
	e. Prepare Estimated Construction Cost	12	\$ -	\$ 2,537
	f. 90% Plan and Profile	38	\$ -	\$ 6,544
	g. Utility Coordination - Included in Proejct B Summary	0	\$ -	\$ -
	h. Prepare a Stormwater Pollution Prevention Plan	6	\$ -	\$ 1,255
	SUBTOTALS	168	\$ -	\$ 29,353
	Subtotal Total Fee/ Hours	198		\$ 42,581
	If Authorized Additional Services (and/or Potential Cost Savings)			
4	Contract Documents and Bidding Services			
	a. Prepare Advertisement, Questions, Addenda, Bid Tabulation - Included in Proejct B Summary	0	\$ -	\$ -
	SUBTOTALS	0	\$ -	\$ -
5	Easements - Exhibit and Description Each	4	\$1,200	\$ 2,201
	SUBTOTALS	4	\$1,200	\$ 2,226
6	Construction Phased Services			
	Site Visit (2) - All Projects - Included in Proejct B Summary	0		\$ -
	Construction Progress Meeting (2) - All Projects	0		\$ -
	Submital / RFI Review, Project C	4		\$ 1,212
	As-Constructed Survey, Project C	2	\$2,300	\$ 2,906
	Asbuilt Preparation, Project C	10		\$ 1,848
	SUBTOTALS	16	\$125	\$ 3,867
	Totals If Aurtherized Additional Services	20	\$ 1,325	\$ 6,093
	Grand Total with Additional Services			\$ 48,674

CITY OF MONROE, OHIO

REQUEST FOR QUALIFICATIONS

RFQ Issue Date:	November 25, 2024
TITLE:	Professional Engineering Design of 2025 Water Main Designs
RFQ No.	2024-004

CONTACT INFORMATION:

Constance Kepner
Civil Engineer
City of Monroe
1000 Holman Drive
Monroe, OH 45036
Tel. (513) 727-8953 x 1410
kepnerc@monroeohio.gov

RESPONSE ADDRESS:

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 45036

IMPORTANT: Unless specified otherwise in subsections of the Request for Qualifications (RFQ), respondents shall submit one (1) electronic copy of their letter of interest (LOI) containing all the requested information in this RFQ. Please limit submission to twelve (12) pages, including exhibits. Indicate company name, RFQ No., and date and time proposals are due on the front of the envelope or package.

SUBMISSIONS WILL BE ACCEPTED UNTIL 12:00 PM, FRIDAY, DECEMBER 13, 2024.

Letters of interest not received by this date and time will not be considered. Submissions may also be hand-delivered by the vendor in a sealed envelope to the location indicated above.

In its sole discretion, the City of Monroe may withdraw the RFQ either before or after receiving submissions, may accept or reject letters of interest, may accept letters of interest which deviate from the RFQ as it deems appropriate and, in the City's, best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting a response to this RFQ.

The City of Monroe is advertising five (5) separate projects, respondents should rank the projects based on their preference. The city has the discretion to award multiple projects to the same consultant or each project to separate consultants.



Request for Qualifications

Consultant Services for Professional Engineering

Professional Engineering Design of 2025 Water Mains

The City of Monroe, Department of Public Works, herein after referred to as “the City,” intends to use a Quality Based Selection (QBS) Process in accordance with Ohio Revised Code (ORC) Section 153.65 to 153.71 for the purpose of selecting a professional engineering services firm for the design of the five (5) listed projects below. The objective of this Request for Qualifications (RFQ) is to establish a Professional Services Agreement with a qualified firm(s) that meets the City's requirements for the design of the

following 2025 Water Main projects:

- Project A- replacement of a 6” water main along Northwestern Avenue
- Project B- replacement of a 6” water main along State Route 4 (SR 4)
- Project C- replacement of an 8” water main along Breaden Drive
- Project D- replacement of a 12” water main along Senate Drive
- Project E- replacement of an 8" water main along North Garver Road

BACKGROUND

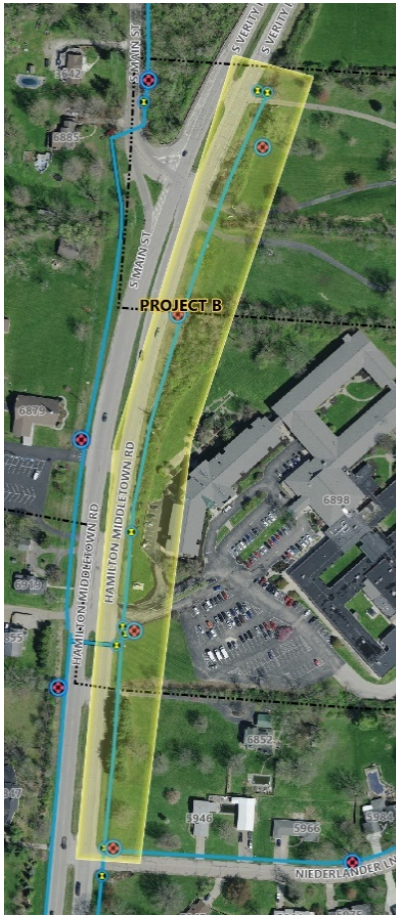
The City of Monroe is a charter municipality in Butler and Warren Counties, Ohio and has a population of about 16,000. The City desires to obtain services from more than one experienced and qualified professional engineering firm for the design of the 2025 Water Main projects.

Project A- Northwestern Avenue

An existing 6-inch water distribution line along Northwestern Ave from Indiana Ave to Northwestern Ave Cul-de-sac will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly meet current standards.



This project will be split into two phases. Phase 1 boundary will be between Indiana Ave and the west part of Maumee Dr adding Muskingum Cir as an alternate, including approximately 1,000 linear feet of water main to be replaced. Phase 2 boundary will begin at Maumee Dr and ending in Northwestern Ave cul-de-sac including approximately 850 linear feet of water main to be replaced.



Project B- State Route 4 (SR 4)

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,600 linear feet of water main to be replaced. The water main replacement will be along SR 4 beginning at the intersection Niederlander Ln to the City of Monroe limits.

Project C- Breaden Drive

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,100 linear feet of water main to be replaced. The water main replacement will be along Breaden Drive and south of Lebanon Street. The water main is to be relocated to the southbound travel lane.





Project D- Senate Drive

An existing 12-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 12-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,900 linear feet of water main to be replaced. The water main replacement will be along Senate Drive north of SR 63 to the cul-de-sac. The water main is to be relocated to the northbound travel lane.

Project E

An existing 8-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 8-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 3,600 linear feet of water main to be replaced. The water main replacement will be along North Garver Road from Deneen Avenue to SR 63. The water main is to be relocated to the southbound travel lane.



Construction funding for the projects is expected to come from City local sources and possibly offset by applying for applicable grant funding programs. A planning level construction estimate has not yet been completed for the projects. With a 2025 design budget set at just under \$350,000 for all five projects the City is aimed to quickly advance these design projects to be ready for funding application season in Q3 of 2025. Final “shovel-ready” plans shall be completed by the end of 2025.

The firm’s Project Manager will be the primary point of contact for the City for this project and this person will be expected to submit a monthly progress report via e-mail to the Director of Public Works. The Consultant shall describe the commitment of the firm’s resources for the duration of the project. Information regarding the commitment, availability and qualifications of key project personnel (managers, engineers, surveyors, designers, technicians, and inspectors) shall also be included. The firm’s experience in completing projects of similar nature and complexity, and the ability of the firm to draw upon this experience to benefit the City, shall be submitted.

SCOPE OF WORK

The scope of work may include, but is not limited to, the following elements. The project will be developed to meet City of Monroe standards. ODOT, County and other agency standards shall only be used in the absence of City standards. The City expects that the Consultant will develop a more detailed scope of services and propose a detailed schedule to deliver 50% plans ready for funding applications on or before May 31, 2025 and final plans complete by December 31, 2025.

Professional Engineering and Surveying Services:

- Topographic survey within the bounds of the construction limits.
- No boundary survey is requested, and no new right-of-way is anticipated.
- Use of available State of Ohio, City and Butler County GIS linework and shapefiles for various elements such as parcel and right-of-way lines, aerial photography, contours, LIDAR, etc.
- Design of water distribution lines, water service replacements, erosion control, maintenance of traffic, and affected roadway and public utilities as impacted.
- Prepare a conceptual alignment for the location of the 8” water main and meet with the City to discuss. A planning level cost estimate shall be prepared for discussion at the meeting.
- Complete a 50% construction plan package submittal over the topographic survey basemap. The design shall include all proposed features detailed for review purposes only. Consultant to update the plan and profile views prepared with the conceptual submittal with the 50% submittal design. This exhibit may be used by the City for public involvement purposes and funding applications. Consultant to prepare an updated cost estimate. **It is a critical project requirement that the consultant provides the 50% plans and cost estimate on or before May 31, 2025.**
- Complete a 100% construction plan package submittal that includes complete plans, notes, details, a general summary of quantities, and associated specifications by December 31, 2025. Consultant to prepare an updated cost estimate and technical specifications package.

QUALIFICATION RESPONSE AND REQUIREMENTS

The response to the RFQ (Letter of Interest) shall be as brief and as concise as possible without exceeding twelve (12) pages (a maximum of 4 of the pages may be used for the project approach for the projects), nor sacrificing the clarity of the intended response. **One (1) PDF file (emailed to mortong@monroeohio.gov and engineering@monroeohio.gov),** shall be delivered to the City. The following format and qualification content shall be adhered to by each Consultant and presented in the following order:

1. Letter of Transmittal/Cover Letter
 - a. A statement indicating the Consultant's formal response to the RFQ.
 - b. Indicate the address and telephone number of the Consultant's office located nearest to Monroe, Ohio, and the office from which the project will be managed.
 - c. Name of responsible firm member/principal/owner (contractual authority) and the designated Project Manager. Include the email address and phone number for each person.
2. Background and Understanding of the Scope of Services

Describe your firm's background and qualification to perform the City's proposed scope of work.
3. Personnel Qualifications

Identify key personnel who would be assigned to work on the various scopes of work. Include any subconsultants and their specific roles. Names, qualifications, and experience of the responsible firm member/principal/owner (contractual authority), the designated Project Manager, and key personnel who will be assigned to the various project assignments. For each key personnel, please include title, office location, role and a brief description of their relevant experience. List all State and/or Federal prequalifications and certifications that the Consultant firm and personnel have that are relevant to this Scope of Work.
4. Experience and References

Please provide a list of companies/agencies for which your firm had in the past or has current contracts to show experience in the performance of the Scope of Work.
5. Similar Projects

Provide no more than five (5) similar projects that your firm has worked on that are most similar to the work requested in this RFQ. Ensure that the description of the project details the similar project elements and includes the agency for whom the work was completed, the construction cost estimate in comparison to project construction cost and contact information for the agency's point of contact. Demonstrate for each of these projects how your firm was able to meet planned milestone dates. List the key personnel who worked on the similar project.

6. Qualifications Submittal

One (1) electronic copy of the Letter of Interest shall be addressed and delivered to the following location no later than **12:00 Noon, Friday, December 13, 2024.**

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, Ohio 45036
Email: mortong@monroeohio.gov and engineering@monroeohio.gov
Marked: RFQ# 2024-004: Consultant Services for Professional Engineering Design of 2025 Water Main Designs

Questions regarding this RFQ should be directed via e-mail to Constance Kepner at kepnerc@monroeohio.gov and engineering@monroeohio.gov by 2:00 PM, December 3, 2024. No questions will be addressed after this time/date.

General Instructions for Preparing and Submitting the Letter of Interest (LOI):

- a. Provide the information requested in the Qualification Response and Requirements in the same order as listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures or other material.
- b. The LOI shall be limited to twelve (12)- 8 ½" x 11" single sided pages with a maximum of 4 pages dedicated to the project approach. All pages including the letter of transmittal/cover letter count against the limit.
- c. Please adhere to the following requirements in preparation and binding the LOI:
 - i. Use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - ii. Page numbers must be centered at the bottom of each page.
 - iii. Do not provide tabbed inserts or other features that may interfere with machine scanning/copying.

Late LOIs will not be accepted.

EVALUATION CRITERIA

Submittals will be evaluated on the basis of their response to the provisions of this RFQ. Once Qualifications packages have been received, the following steps will be followed to select the Consultant:

1. Qualification submittals will be evaluated and scored by a Selection Committee utilizing the scoring criteria provided below.
2. Upon completion of the scoring and ranking of the qualifications received, the top-ranked firm or firms based on their LOI will be notified of selection. The City and the selected firm(s) will enter into negotiations to develop a final and mutually agreed upon contract.
3. Upon reaching agreements, the City will make an award to the selected Consultant(s).

The City may use some or all the following criteria in its evaluation and comparison of submittals:

1. Qualification and Experience
 - a. The Consultant's demonstrated record of success and familiarity with work of similar scope of work, complexity, and magnitude.
 - b. The experience and expertise of the Consultant's key personnel, including the proposed project manager and the experience of the firm and project team with similar projects.
 - c. State or Federal pre-qualifications or certifications that the Consultant demonstrates which are relevant to this Scope of Work.
2. Commitment to Schedule
 - a. The consultant must demonstrate a commitment to project deadlines.
3. Quality of Submittal
 - a. Clarity and simplicity.
 - b. Responsiveness to the requirements of the RFQ.
 - c. Organization, format, and understandability of the RFQ.
 - d. Demonstrated understanding of the project's scope and objectives.
 - e. Quality/experience of the consultant's personnel.
 - f. Please briefly describe your firm's methodology to providing the required scope of work.

CONSULTANT SELECTION

The Consultants' selection will be "Qualifications Based".

The City will review the LOI submittals and may or may not interview the most qualified consultants. The method of determining a qualified consultant(s) is included within this RFQ.

TIME SCHEDULE

The following is the City's anticipated schedule for the design duration of the 2025 Water Main Design projects:

- | | | |
|----|---|-------------------|
| 1. | Issuance of Request for Qualifications (RFQ): | November 25, 2024 |
| 2. | RFQ Question Submittals Deadline: | December 3, 2024 |
| 3. | Deadline for submitting Letters of Interest (LOIs): | December 13, 2024 |
| 4. | City Award Consultants' Contract: | January 15, 2025 |
| 5. | 50% submittal to the City: | May 31, 2025 |
| 6. | 100% submittal to the City ("Shovel-ready"): | December 31, 2025 |

The 100% "shovel-ready" plans must have all final comments from the city addressed by the end of 2025.

GENERAL INFORMATION

Each Consultant understands and agrees that the City of Monroe, its departments, their officers, employees or agents will not be liable for the following:

1. Any costs incurred by the Consultant in the preparation, delivery, or presentation of the qualifications and/or proposals;
2. Any costs incurred by the Consultant in meeting the criteria, as a result of making or submitting a proposal and/or entering into a formal agreement with the City;
3. Any errors, inaccuracies or misstatements related to the information or data supplied to any Consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Consultant in the preparation of the Request for Qualifications.
4. It is the Consultant's responsibility to carefully examine the requirements expressed in the Request for Qualifications and fully educate themselves with the quality and character of work required. All responses to the RFQ will become the property of the City of Monroe and will be retained or disposed of accordingly;
5. The City of Monroe reserves the right to reject any or all submittals and to modify the RFQ and re-solicit submittals.

CONSULTANT EVALUATION SHEET

Consultant/Firm Name: _____

Category	Maximum Points	Rating
Project approach/Understanding of the work to be performed	25	
Project Manager	25	
Strength/Experience of assigned staff including subconsultants	15	
Consultant's past performance/Experience with similar kinds of work/Cost containment	15	
Ability to meet deadlines	10	
Firm's current workload/Availability of personnel	10	
TOTAL	100	

BURGESS & NIPLE

330 Rush Alley | Suite 700 | Columbus, OH 43215 | 614.459.2050

Mr. Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 43036

Re: Professional Engineering Design of 2025
Water Main Locations
Detailed Design Project D – Senate Drive

March 3, 2025

Dear Mr. Morton:

Thank you for selecting Burgess & Niple, Inc. (B&N) and requesting us to submit this Agreement to the City of Monroe (Owner) for professional engineering services for the above-referenced project. B&N is uniquely qualified to complete this project within the time restraints requested by the Owner because of our staff availability and resources.

This project includes the Project D – Senate Drive location per the selection from the RFP. Project D – Senate Drive is the design for replacement of a 12-inch waterline with a new 12-inch water for approximately 1,900-feet. See the attached RFP for a preliminary layout and replacement location map.

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between Owner and B&N. Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

- Professional Engineering Design of 2025 Water Main Detailed Design Project D – Senate Drive (Project).

B&N's Services under this Agreement are generally identified as follows:

1.01 Scope of Services for Project D – Senate Drive

Task 1 – Project Administration, Management and Quality

- Attend the project kick off meeting, prepare agenda and meeting minutes.
- Schedule and lead monthly project meetings, prepare agenda and meeting minutes. We have anticipated 4 project meetings total to discuss the progress of each project at significant project milestones.
- Prepare comment summary depositions for each of the project submittals and appropriate response.
- Perform internal QA/QC reviews prior to submittal to the City for each of the projects at the project milestones.
- Prepare a technical memorandum to describe how the new waterline route was selected for each of the project locations. This memo will include at a minimum:
 - Statement of purpose.
 - Description of the provenance of data.
 - How was analysis and selection of location performed along with what guidelines and requirements were applied and what assumptions were made.
 - Graphical and verbal description of findings and recommendations.

Task 2 - Field Topography, SUE Level A, and Subsurface Investigation

- Perform field survey of the proposed watermain alignment and establish a survey baseline to be used

as control during construction.

- The engineer shall conduct field work to locate existing features that may affect the water line design. The field work shall include the location of existing culverts, storm lines, sanitary sewers, existing water lines and appurtenances, underground utilities as marked per OUPS request, top of banks and toes of slope of ditch/swale/streams, physical markers of gas, electric, telephone, cable/fiber optic lines, edge of woods, trees (6" and larger) existing ground features and all other features that may affect the water main design.
- Obtain private and public utility, existing and proposed right-of-way, and property ownership information along the proposed water main corridor.
- The engineer shall coordinate meetings with private utility companies prior to start of topography and at completion of final design of the water main.
- Perform Subsurface Utility Excavation (SUE) Level A at 4 locations along the project route where there is potential for conflicts with other existing utilities.
- B&N will subcontract to have 4 soil boring taken at locations where boring will be utilized along the proposed waterline route.

Task 3 – Detailed Design,

- The detailed design will consist of 22" x 34" size plan and profile drawings at a horizontal scale of 1"=20' and vertical 1"=5' along with project specific details and general notes, and any other comments that the City or governing regulatory agency deems necessary. City will be preparing Coversheet, standard notes and details pages.
- Prepare 30% preliminary alignment plans for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare detailed technical specifications for these improvements. City of Monroe Construction and Material Specifications and City of Monroe Standard Drawings are the standards to be used as appropriate.
- Prepare 50% plans with profiles for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an estimated construction cost of the proposed improvements for owner use and budgeting. (Needed by 5/31/2025)
- Prepare a stormwater pollution prevention plan (SWPPP) to be included in the plan set and provided to the contractor.
- Prepare a Maintenance of Traffic plan (MOT) to be per the Ohio Manual of Uniform Traffic Control Devices and included in the plan set and provided to the contractor.
- Prepare a Pavement Replacement Plan for each of the projects included in the plan set and provided to the contractor.
- Prepare 90% plans that finalize the design and address the City 50% comments, submit for City review, submit a copy to affected utilities for verification of existing facility locations.
- Prepare an updated estimated construction cost of the proposed improvements for owner use for advertising the project.

If authorized Additional Services

Task 4 – Contract Documents and Bidding Services

- A complete set of Contract Documents including but not limited to Bid Schedule, and detailed specifications as required shall be included in the fee. (City has standard bidding and contract documents)
- Answer questions during the advertisement period, addenda issuance, if necessary, tabulate and review the bids, and provide a summary of the bid results to City staff. Attend the prebid meeting.

Task 5 – Easements

- Easements - Prepare and submit to the Owner easement descriptions and exhibits for the permanent and temporary easements needed for the project. This Proposal includes preparation of a total of one permanent and one temporary easement document.

Task 6 – Construction Phase Services

- Limited construction observation, we anticipate 2 trips for each of the construction locations.
- Construction progress meetings, we have anticipated 2 construction progress meetings total covering all 3 projects
- Review of submittals or RFI's – We have anticipated 8 hours for each of the project areas to assist the City with submittals or RFI responses.
- As-constructed survey, perform as-built survey of the visible surface features of the new waterlines including valves, hydrants, and water service curb stops.
- As-built preparation, prepare as-builts and as-built tables for the 3 project locations.

Owner and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within a reasonable time, or within the following specific time period:
- We anticipate that design will be at the 50% design level by May 31, 2025, and final completion by December 15, 2025 based on authorization to proceed by February 15, 2025.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Sections 3 below.

3.01 Basis of Payment

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Owner shall pay B&N as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of B&N's employee's payroll times a multiplier for all services performed on the Project, plus reimbursable expenses.
 2. The total compensation for services and reimbursable expenses is for a not-to-exceed amount of **\$75,000**.
 3. The total compensation for If-Authorized services and reimbursable expenses is for a not-to-exceed amount of **\$7,737**.

4. The following is a non-comprehensive list of services that are not included as part of this Proposal, but can be provided as additional services:
 - Preparation of a formal design report;
 - Any services related to environmental or noise issues;
 - Providing for the sale of Plans and Contract Documents to interested parties;
 - Staking of easements, obtaining easement signatures, and/or filing easement documents; and
 - Construction layout staking, construction administration, and project representation.

3.02 Invoicing

- A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due B&N for services and expenses within 60 days after receipt of B&N's invoice, then the amounts due B&N will be increased at the rate of 1.5 percent per month from said 60th day. In addition, B&N may, after giving seven days written notice to Owner, suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension. Payments will be credited first to interest and then to principal.

If the account remains delinquent for more than 30 days, B&N shall have the right to cease all services on the Project without notice. If the account is delinquent, and the delinquent account is placed in the hands of an attorney or collection agency for collection, the Owner agrees to waive the benefit of all exemptions as to the delinquent account and further agrees to pay all expenses incurred in collecting the same, including, without limitation, reasonable attorney fees in the amount of one-third of the total principal amount awarded or the actual amount of attorney's fees incurred, whichever amount is greater, collection agency fees, court costs, and all other costs incurred by B&N.

3.03 Tax Clause

If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on B&N's services or compensation under this Agreement, then B&N may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse B&N for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which B&N is entitled.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.

b. By B&N:

- 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or
- 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.
- B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

- A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken

pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. B&N shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall B&N have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the laws of the State of Ohio.
- D. B&N neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. B&N is not responsible for variations between actual construction bids or costs and B&N's opinions or estimates regarding construction costs.
- E. B&N shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except B&N's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by B&N.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by B&N's Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Unless subject to Ohio's Public Records Act, Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants.

- H. To the fullest extent permitted by law, Owner and B&N (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that B&N's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by B&N, whichever is greater.
- I. Insurance: The insurance maintained by B&N is summarized below:
 - 1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
 - 2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request.
- J. Indemnification by B&N: To the fullest extent permitted by Laws and Regulations, B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.
- K. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

1000 Holman Drive

Monroe, OH 43036

JWS:cmc
Attachments

Approved as to Form:

City Attorney

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this contract.

Finance Director

BURGESS & NIPLE, INC.

By: Roberta J. Grier

Title: Vice President

Firm's Certificate No: 01762

State of: Ohio

Project Manager: John W. Swartzbaugh

John W. Swartzbaugh, PE

Date Signed: 03/03/2025

Address for giving notices:

330 Rush Alley, Suite 700

Columbus, OH 43215

Date

	Monroe, Ohio - Project D; State Route 4; 1900 Feet - Project Hours & Fee			
Task No.	Activity	Total Hours	Expenses	Total Cost
1	Project Administration, Management and Quality			
	Kickoff Meeting - Included in Project B Summary	0		\$ -
	Monthly Progress Meeting - 4 Meetings	0		\$ -
	Submittal Summary Disposition	0	\$ -	\$ -
	Internal Technical Review, 30, 60, 90	6	\$ -	\$ 1,403
	Prepare Technical Memo - Included in Project B Summary	0	\$ -	\$ -
	SUBTOTALS	6	\$ -	\$ 1,403
2	Field Topography			
	Field Survey/Establish Baseline (1,900') GPD	10	\$ 10,200.00	\$ 12,265
	Obtain Private and Public Utility, Right-of-Way, and Property Data	14	\$ -	\$ 2,705
	Perform Soil Borings (Borings for Possible Trenchless Work) (Assumed 4 Borings @ 10' Deep w/ Report)	12	\$7,500	\$ 10,292
	Subsurface Utility Excavation - Level A - 4 Locations	6	\$9,000	\$ 10,227
	SUBTOTALS	42	\$ 26,700.00	\$ 35,489
2	Detailed Design, Easement Preperation and Permitting			
	a. 30% Plan and Profile based on Survey Data	30	\$ -	\$ 5,264
	b. 60% Plan and Profile based on Survey Data	130	\$ -	\$ 21,432
	c. General Notes, Details, Erosion and Sediment Control		\$ -	\$ -
	d. Prepare Detailed Technical Specifications - Included in Project B Summary	0	\$ -	\$ -
	e. Prepare Estimated Construction Cost	20	\$ -	\$ 3,791
	f. 90% Plan and Profile	38	\$ -	\$ 6,366
	g. Utility Coordination	0	\$ -	\$ -
	h. Prepare a Stormwater Pollution Prevention Plan	6	\$ -	\$ 1,255
	SUBTOTALS	224	\$ -	\$ 38,108
	Subtotal Total Fee/ Hours	272		\$ 75,000
	If Authorized Additional Services (and/or Potential Cost Savings)			
4	Contract Documents and Bidding Services			
	a. Prepare Advertisement, Questions, Addenda, Bid Tabulation - Included in Project B Summary	0	\$ -	\$ -
	SUBTOTALS	0	\$ -	\$ -
5	Easements - Exhibit and Description Each	4	\$1,200	\$ 2,201
	SUBTOTALS	4	\$1,200	\$ 2,226
6	Construction Phased Services			
	Site Visit (2) - - Included in Project B Summary	0		\$ -
	Construction Progress Meeting (2) - Included in Project B Summary	0		\$ -
	Submittal / RFI Review, - Included in Project B Summary	0		\$ -
	As-Constructed Survey, Project D	2	\$3,000	\$ 3,606
	Asbuilt Preparation, Project D	10		\$ 1,848
	SUBTOTALS	12	\$3,000	\$ 5,511
	Totals If Aurtherized Additional Services	16	\$ 4,200	\$ 7,737
	Grand Total with Additional Services			\$ 82,737

CITY OF MONROE, OHIO

REQUEST FOR QUALIFICATIONS

RFQ Issue Date:	November 25, 2024
TITLE:	Professional Engineering Design of 2025 Water Main Designs
RFQ No.	2024-004

CONTACT INFORMATION:

Constance Kepner
Civil Engineer
City of Monroe
1000 Holman Drive
Monroe, OH 45036
Tel. (513) 727-8953 x 1410
kepnerc@monroeohio.gov

RESPONSE ADDRESS:

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, OH 45036

IMPORTANT: Unless specified otherwise in subsections of the Request for Qualifications (RFQ), respondents shall submit one (1) electronic copy of their letter of interest (LOI) containing all the requested information in this RFQ. Please limit submission to twelve (12) pages, including exhibits. Indicate company name, RFQ No., and date and time proposals are due on the front of the envelope or package.

SUBMISSIONS WILL BE ACCEPTED UNTIL 12:00 PM, FRIDAY, DECEMBER 13, 2024.

Letters of interest not received by this date and time will not be considered. Submissions may also be hand-delivered by the vendor in a sealed envelope to the location indicated above.

In its sole discretion, the City of Monroe may withdraw the RFQ either before or after receiving submissions, may accept or reject letters of interest, may accept letters of interest which deviate from the RFQ as it deems appropriate and, in the City's, best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting a response to this RFQ.

The City of Monroe is advertising five (5) separate projects, respondents should rank the projects based on their preference. The city has the discretion to award multiple projects to the same consultant or each project to separate consultants.



Request for Qualifications

Consultant Services for Professional Engineering

Professional Engineering Design of 2025 Water Mains

The City of Monroe, Department of Public Works, herein after referred to as “the City,” intends to use a Quality Based Selection (QBS) Process in accordance with Ohio Revised Code (ORC) Section 153.65 to 153.71 for the purpose of selecting a professional engineering services firm for the design of the five (5) listed projects below. The objective of this Request for Qualifications (RFQ) is to establish a Professional Services Agreement with a qualified firm(s) that meets the City's requirements for the design of the

following 2025 Water Main projects:

- Project A- replacement of a 6” water main along Northwestern Avenue
- Project B- replacement of a 6” water main along State Route 4 (SR 4)
- Project C- replacement of an 8” water main along Breaden Drive
- Project D- replacement of a 12” water main along Senate Drive
- Project E- replacement of an 8" water main along North Garver Road

BACKGROUND

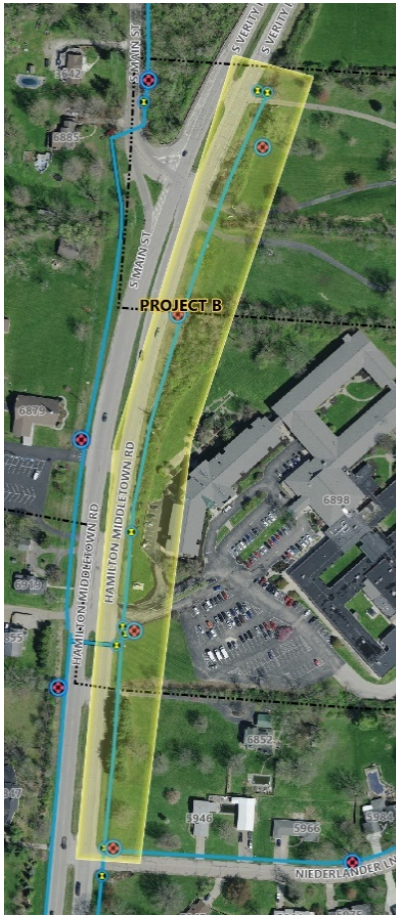
The City of Monroe is a charter municipality in Butler and Warren Counties, Ohio and has a population of about 16,000. The City desires to obtain services from more than one experienced and qualified professional engineering firm for the design of the 2025 Water Main projects.

Project A- Northwestern Avenue

An existing 6-inch water distribution line along Northwestern Ave from Indiana Ave to Northwestern Ave Cul-de-sac will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly meet current standards.



This project will be split into two phases. Phase 1 boundary will be between Indiana Ave and the west part of Maumee Dr adding Muskingum Cir as an alternate, including approximately 1,000 linear feet of water main to be replaced. Phase 2 boundary will begin at Maumee Dr and ending in Northwestern Ave cul-de-sac including approximately 850 linear feet of water main to be replaced.



Project B- State Route 4 (SR 4)

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,600 linear feet of water main to be replaced. The water main replacement will be along SR 4 beginning at the intersection Niederlander Ln to the City of Monroe limits.

Project C- Breaden Drive

An existing 6-inch water distribution line along the entire length of the project will be replaced with a new 8-inch diameter waterline. Properties with service to the existing 6-inch waterline will be moved over to the new 8-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,100 linear feet of water main to be replaced. The water main replacement will be along Breaden Drive and south of Lebanon Street. The water main is to be relocated to the southbound travel lane.





Project D- Senate Drive

An existing 12-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 12-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 1,900 linear feet of water main to be replaced. The water main replacement will be along Senate Drive north of SR 63 to the cul-de-sac. The water main is to be relocated to the northbound travel lane.

Project E

An existing 8-inch water distribution line along the entire length of the project will be replaced with a new 12-inch diameter waterline. Properties with service to the existing 8-inch waterline will be moved over to the new 12-inch waterline and all existing lead and galvanized steel service lines (if they exist) will also need to be replaced to the foundation with the project. All existing fire hydrants will be removed with the project, and new fire hydrants will be spaced along the length of the new water main to properly to meet current standards.

The project will include approximately 3,600 linear feet of water main to be replaced. The water main replacement will be along North Garver Road from Deneen Avenue to SR 63. The water main is to be relocated to the southbound travel lane.



Construction funding for the projects is expected to come from City local sources and possibly offset by applying for applicable grant funding programs. A planning level construction estimate has not yet been completed for the projects. With a 2025 design budget set at just under \$350,000 for all five projects the City is aimed to quickly advance these design projects to be ready for funding application season in Q3 of 2025. Final “shovel-ready” plans shall be completed by the end of 2025.

The firm’s Project Manager will be the primary point of contact for the City for this project and this person will be expected to submit a monthly progress report via e-mail to the Director of Public Works. The Consultant shall describe the commitment of the firm’s resources for the duration of the project. Information regarding the commitment, availability and qualifications of key project personnel (managers, engineers, surveyors, designers, technicians, and inspectors) shall also be included. The firm’s experience in completing projects of similar nature and complexity, and the ability of the firm to draw upon this experience to benefit the City, shall be submitted.

SCOPE OF WORK

The scope of work may include, but is not limited to, the following elements. The project will be developed to meet City of Monroe standards. ODOT, County and other agency standards shall only be used in the absence of City standards. The City expects that the Consultant will develop a more detailed scope of services and propose a detailed schedule to deliver 50% plans ready for funding applications on or before May 31, 2025 and final plans complete by December 31, 2025.

Professional Engineering and Surveying Services:

- Topographic survey within the bounds of the construction limits.
- No boundary survey is requested, and no new right-of-way is anticipated.
- Use of available State of Ohio, City and Butler County GIS linework and shapefiles for various elements such as parcel and right-of-way lines, aerial photography, contours, LIDAR, etc.
- Design of water distribution lines, water service replacements, erosion control, maintenance of traffic, and affected roadway and public utilities as impacted.
- Prepare a conceptual alignment for the location of the 8” water main and meet with the City to discuss. A planning level cost estimate shall be prepared for discussion at the meeting.
- Complete a 50% construction plan package submittal over the topographic survey basemap. The design shall include all proposed features detailed for review purposes only. Consultant to update the plan and profile views prepared with the conceptual submittal with the 50% submittal design. This exhibit may be used by the City for public involvement purposes and funding applications. Consultant to prepare an updated cost estimate. **It is a critical project requirement that the consultant provides the 50% plans and cost estimate on or before May 31, 2025.**
- Complete a 100% construction plan package submittal that includes complete plans, notes, details, a general summary of quantities, and associated specifications by December 31, 2025. Consultant to prepare an updated cost estimate and technical specifications package.

QUALIFICATION RESPONSE AND REQUIREMENTS

The response to the RFQ (Letter of Interest) shall be as brief and as concise as possible without exceeding twelve (12) pages (a maximum of 4 of the pages may be used for the project approach for the projects), nor sacrificing the clarity of the intended response. **One (1) PDF file (emailed to mortong@monroeohio.gov and engineering@monroeohio.gov),** shall be delivered to the City. The following format and qualification content shall be adhered to by each Consultant and presented in the following order:

1. Letter of Transmittal/Cover Letter
 - a. A statement indicating the Consultant's formal response to the RFQ.
 - b. Indicate the address and telephone number of the Consultant's office located nearest to Monroe, Ohio, and the office from which the project will be managed.
 - c. Name of responsible firm member/principal/owner (contractual authority) and the designated Project Manager. Include the email address and phone number for each person.
2. Background and Understanding of the Scope of Services

Describe your firm's background and qualification to perform the City's proposed scope of work.
3. Personnel Qualifications

Identify key personnel who would be assigned to work on the various scopes of work. Include any subconsultants and their specific roles. Names, qualifications, and experience of the responsible firm member/principal/owner (contractual authority), the designated Project Manager, and key personnel who will be assigned to the various project assignments. For each key personnel, please include title, office location, role and a brief description of their relevant experience. List all State and/or Federal prequalifications and certifications that the Consultant firm and personnel have that are relevant to this Scope of Work.
4. Experience and References

Please provide a list of companies/agencies for which your firm had in the past or has current contracts to show experience in the performance of the Scope of Work.
5. Similar Projects

Provide no more than five (5) similar projects that your firm has worked on that are most similar to the work requested in this RFQ. Ensure that the description of the project details the similar project elements and includes the agency for whom the work was completed, the construction cost estimate in comparison to project construction cost and contact information for the agency's point of contact. Demonstrate for each of these projects how your firm was able to meet planned milestone dates. List the key personnel who worked on the similar project.

6. Qualifications Submittal

One (1) electronic copy of the Letter of Interest shall be addressed and delivered to the following location no later than **12:00 Noon, Friday, December 13, 2024.**

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Drive
Monroe, Ohio 45036
Email: mortong@monroeohio.gov and engineering@monroeohio.gov
Marked: RFQ# 2024-004: Consultant Services for Professional Engineering Design of 2025 Water Main Designs

Questions regarding this RFQ should be directed via e-mail to Constance Kepner at kepnerc@monroeohio.gov and engineering@monroeohio.gov by 2:00 PM, December 3, 2024. No questions will be addressed after this time/date.

General Instructions for Preparing and Submitting the Letter of Interest (LOI):

- a. Provide the information requested in the Qualification Response and Requirements in the same order as listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures or other material.
- b. The LOI shall be limited to twelve (12)- 8 ½" x 11" single sided pages with a maximum of 4 pages dedicated to the project approach. All pages including the letter of transmittal/cover letter count against the limit.
- c. Please adhere to the following requirements in preparation and binding the LOI:
 - i. Use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - ii. Page numbers must be centered at the bottom of each page.
 - iii. Do not provide tabbed inserts or other features that may interfere with machine scanning/copying.

Late LOIs will not be accepted.

EVALUATION CRITERIA

Submittals will be evaluated on the basis of their response to the provisions of this RFQ. Once Qualifications packages have been received, the following steps will be followed to select the Consultant:

1. Qualification submittals will be evaluated and scored by a Selection Committee utilizing the scoring criteria provided below.
2. Upon completion of the scoring and ranking of the qualifications received, the top-ranked firm or firms based on their LOI will be notified of selection. The City and the selected firm(s) will enter into negotiations to develop a final and mutually agreed upon contract.
3. Upon reaching agreements, the City will make an award to the selected Consultant(s).

The City may use some or all the following criteria in its evaluation and comparison of submittals:

1. Qualification and Experience
 - a. The Consultant's demonstrated record of success and familiarity with work of similar scope of work, complexity, and magnitude.
 - b. The experience and expertise of the Consultant's key personnel, including the proposed project manager and the experience of the firm and project team with similar projects.
 - c. State or Federal pre-qualifications or certifications that the Consultant demonstrates which are relevant to this Scope of Work.
2. Commitment to Schedule
 - a. The consultant must demonstrate a commitment to project deadlines.
3. Quality of Submittal
 - a. Clarity and simplicity.
 - b. Responsiveness to the requirements of the RFQ.
 - c. Organization, format, and understandability of the RFQ.
 - d. Demonstrated understanding of the project's scope and objectives.
 - e. Quality/experience of the consultant's personnel.
 - f. Please briefly describe your firm's methodology to providing the required scope of work.

CONSULTANT SELECTION

The Consultants' selection will be "Qualifications Based".

The City will review the LOI submittals and may or may not interview the most qualified consultants. The method of determining a qualified consultant(s) is included within this RFQ.

TIME SCHEDULE

The following is the City's anticipated schedule for the design duration of the 2025 Water Main Design projects:

- | | | |
|----|---|-------------------|
| 1. | Issuance of Request for Qualifications (RFQ): | November 25, 2024 |
| 2. | RFQ Question Submittals Deadline: | December 3, 2024 |
| 3. | Deadline for submitting Letters of Interest (LOIs): | December 13, 2024 |
| 4. | City Award Consultants' Contract: | January 15, 2025 |
| 5. | 50% submittal to the City: | May 31, 2025 |
| 6. | 100% submittal to the City ("Shovel-ready"): | December 31, 2025 |

The 100% "shovel-ready" plans must have all final comments from the city addressed by the end of 2025.

GENERAL INFORMATION

Each Consultant understands and agrees that the City of Monroe, its departments, their officers, employees or agents will not be liable for the following:

1. Any costs incurred by the Consultant in the preparation, delivery, or presentation of the qualifications and/or proposals;
2. Any costs incurred by the Consultant in meeting the criteria, as a result of making or submitting a proposal and/or entering into a formal agreement with the City;
3. Any errors, inaccuracies or misstatements related to the information or data supplied to any Consultant by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Consultant in the preparation of the Request for Qualifications.
4. It is the Consultant's responsibility to carefully examine the requirements expressed in the Request for Qualifications and fully educate themselves with the quality and character of work required. All responses to the RFQ will become the property of the City of Monroe and will be retained or disposed of accordingly;
5. The City of Monroe reserves the right to reject any or all submittals and to modify the RFQ and re-solicit submittals.

CONSULTANT EVALUATION SHEET

Consultant/Firm Name: _____

Category	Maximum Points	Rating
Project approach/Understanding of the work to be performed	25	
Project Manager	25	
Strength/Experience of assigned staff including subconsultants	15	
Consultant's past performance/Experience with similar kinds of work/Cost containment	15	
Ability to meet deadlines	10	
Firm's current workload/Availability of personnel	10	
TOTAL	100	

RESOLUTION NO. 22-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND FISHBECK FOR THE 2025 WATER MAIN REPLACEMENT PROJECTS LOCATED ON NORTH GARVER ROAD AND NORTHWESTERN AVENUE.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and Fishbeck for the 2025 Water Main Replacement Projects located on North Garver Road and Northwestern Avenue. The terms and conditions of said agreement are marked Exhibit “1” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

March 3, 2025

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

**Proposal for Professional Services
Monroe, Ohio – North Garver Road Water Main Design**

Fishbeck is pleased to provide the City of Monroe with this proposal to perform topographic surveying, and detailed design engineering services for the North Garver Road Water Main Project. This proposal presents our understanding of the Project, the scope of our professional services, assumptions, our fees for these services, and the anticipated Project schedule.

Statement of Understanding

The Project includes replacement of approximately 3,600 linear feet of 8-inch water main with new 12-inch water main, valves, fire hydrants, water services (including copper service lines and curb stops), water main interconnections and other appropriate appurtenances, including abandonment of the existing 8-inch water mains in place. The Project also includes drainage improvements on the west side of North Garver Road from New Garver Road to Millers Creek

It is Fishbeck's understanding that the proposed water mains will be located within the southbound lane of North Garver Road from Deenan Avenue to SR 63. Service connections will be installed from the proposed water main to make connection to the existing service lines at the closest proximity to the proposed water main. Based on the proposed water main and service locations described herein, it is understood one easement may be required between the south end of North Garver Road and SR 63. If an easement is not required, Fishbeck will non-perform this scope item.

Scope of Services

Based on our understanding of the Project, Fishbeck offers the following scope of professional engineering services for design of the North Garver Road Water Main Replacement Project.

1. Project Kickoff Meeting.
 - a. Meet with City representatives to review the Project scope, schedule, and budget.
 - b. Discuss the initiation of the topographical survey and geotechnical investigation.
 - c. Discuss traffic control and public notification requirements for field activities.
2. Topographic Survey.
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
 - b. Conduct property owner research then prepare, label, and mail notification letters.

- c. Establish horizontal and vertical control points to be used for topographic survey, as well as to be utilized during construction.
 - d. Recovery of right-of-way (ROW) and property line monuments and resolution.
 - e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
 - f. Provide full topographic survey along the following route:
 - 1) North Garver Road from SR 63 to Millers Creek. Lateral limits are the right-of-way width plus an additional 10 feet outside of the right-of-way or approximately 80 feet.
 - g. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
 - h. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.
3. Detailed Design.
- a. Develop detailed design construction plans and specifications for water main replacement in the following areas:
 - 1) On North Garver Road from State Route 63 to Deneen Avenue, approximately 3,600 feet of water main replacement. Side road main line tie-ins will be accounted for as well as services replaced to the curb stop. Trench restoration will be specified.
 - b. Develop detailed design construction plans and specifications for drainage improvements in the following area:
 - 1) On North Garver Road from New Garver Road to Millers Creek, approximately 3,600 feet drainage improvements on the west side of the road.
 - c. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the Project corridor for utility review and verification.
 - d. Prepare the Project Manual that will contain Fishbeck standard front-end EJCDC Bidding Documents and CSI format Technical Specifications.
 - e. We anticipate providing the following deliverables/intervals: Title Sheet, Typical Sections, General Notes, General Summary, Plan and Profile Sheets, Fishbeck standard formatted front-end bidding documents/technical specifications (Project Manual) and an estimate of probable construction cost.
 - 1) 50% Design Completion.
 - 2) 100% Design Completion.
 - f. Assist the City in obtaining required permits by preparing forms for the City to submit to regulatory agencies and determining fees for agency reviews (the City will be responsible for permit fees). An OEPA Water Supply Data Sheet is not anticipated for this Project.
4. Bidding Phase Services (If Authorized).
- a. Assist the City with advertisement for bids. The City will pay the cost of advertising in the local news publication.
 - b. Notify Reporting Agencies and potential bidders of the advertisement for bids and distribute as necessary.
 - c. Utilize local printing firm to publish and distribute bidding documents to Reporting Agencies and potential bidders.
 - d. Maintain a list of prospective bidders and plan holders.
 - e. Respond to bidders' questions and issue addenda as necessary.
 - f. Attend the bid opening.
 - g. Review bids, prepare and distribute bid tabulation.
 - h. Recommend award of the construction contract.

- 5. Construction Administration Services (If Authorized).
 - a. Support the City with preparation and execution of the construction contract following City requirements.
 - b. Schedule and conduct a pre-construction meeting and review Contractor’s submittal of the construction schedule for execution of the Work and completion dates. We have assumed a construction duration of no more than six months.
 - c. Review up to ten Contractor submittals for adherence to the Project specifications. These submittals will include the Project Schedule, Schedule of Values, shop drawings, and O&M Manuals.
 - d. Respond to up to five Contractor’s Requests for Information and two Requests for Change Order as necessary.
 - e. Review Contractor payment requests based on the accepted Progress Schedule, Schedule of Values, and actual progress of the work. Process up to six payment requests in accordance with Owner requirements.
 - f. Provide punch list and final completion inspections, determine substantial and final completion of the work and issue appropriate certifications.
 - g. Prepare Record Drawings from the Contractor’s documentation of changes during the construction phase of the Project and provide the City with hard copy drawings and electronic files.
- 6. Assumptions.
 - a. We have included a fee for two staff members to attend two design-phase meetings (Kickoff Meeting, and 50% Design Review Meeting).
 - b. Coordination with ODOT for the connection at State Route 63 will not be required as the City of Monroe has jurisdiction of the ROW in this area.
 - c. The City will oversee the construction operations. Fishbeck’s construction phase services will be limited to the efforts described herein.

Professional Services Fees

Fishbeck proposes to provide the above-described Design Phase professional engineering services for a not-to-exceed fee of One Hundred Twelve Thousand Two Hundred Dollars (\$112,200). If authorized, Bidding Phase and Construction Administration Phase Services will be added by amendment. Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds that the required scope of services differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fee. Below is a tabulation of the anticipated services by phase.

Design Phase	\$109,000
Easement Preparation	<u>\$3,200</u>
Total	\$112,200
Bidding Phase (If Authorized)	\$4,900
Construction Administration Phase (If Authorized)	\$15,500

Schedule

Fishbeck is available to begin performing services for this Project immediately upon receiving authorization to proceed. Fishbeck will meet the following Project milestones:

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8581 or dabrown@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane B.", with a stylized flourish at the end.

Dane A. Brown, PE

Senior Water and Wastewater Engineer

By email

Professional Services Agreement

PROJECT NAME: North Garver Road Water Main Design
PROJECT LOCATION: Monroe, Ohio
FISHBECK CONTACT: Dane A. Brown, PE
CLIENT CONTACT: Gary Morton, Director of Public Works
CLIENT: City of Monroe, 1000 Holman Drive, Monroe, OH 45036

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as described in Fishbeck's Letter Proposal dated March 3, 2025.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: March 3, 2025
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: One Hundred Twelve Thousand Two Hundred Dollars (\$112,200).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Monroe

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____
Joshua Mihelcic, PE, PS

TITLE: _____
Vice President

DATE: _____
March 3, 2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

March 3, 2025

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

Proposal for Professional Services
Monroe, Ohio – Northwestern Avenue Water Main Design

Fishbeck is pleased to provide the City of Monroe this proposal to perform topographic surveying, and detailed design engineering services for the Northwestern Avenue Water Main Project. This proposal presents our understanding of the Project, the scope of our professional services, assumptions, our fees for these services, and the anticipated Project schedule.

Statement of Understanding

The Project includes replacement of approximately 1,850 linear feet of 6-inch water main with new 8-inch water main, valves, fire hydrants, water services (including copper service lines and curb stops), water main interconnections and other appropriate appurtenances, including abandonment of the existing 8-inch water mains in place. The Project will be completed in two phases. Phase 1 includes replacement of 1000 linear feet of water main on Northwestern Avenue between Indiana Avenue and the west part of Maumee Drive, adding Muskingum Circle as an alternate. Phase 2 includes replacement of 850 linear feet of water main from the Maumee Drive intersection to the Northwestern Avenue cul-de-sac.

It is Fishbeck's understanding that the proposed water mains will be located within the right-of-way (ROW) of Northwestern Avenue. Service connections will be installed from the proposed water main to make connection to the existing service lines at the closest proximity to the proposed water main. Based on the proposed water main and service locations described herein, it is understood easements will not be required for this Project.

Scope of Services

Based on our understanding of the Project, Fishbeck offers the following scope of professional engineering services for design of the Northwestern Avenue Water Main Replacement Project.

1. Project Kickoff Meeting.
 - a. Meet with City representatives to review the Project scope, schedule, and budget.
 - b. Discuss the initiation of the topographical survey and geotechnical investigation.
 - c. Discuss traffic control and public notification requirements for field activities.
2. Topographic Survey.
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
 - b. Conduct property owner research then prepare, label, and mail notification letters.

- c. Establish horizontal and vertical control points to be used for topographic survey, as well as to be utilized during construction.
 - d. Recovery of ROW and property line monuments and resolution.
 - e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
 - f. Provide full topographic survey along the following route:
 - 1) Northwestern Avenue from Indiana Avenue to the Northwestern Avenue cul-de-sac. Lateral limits are the ROW width plus an additional 10 feet outside of the ROW, or approximately 60 feet.
 - 2) Muskingum Circle from Northwestern Avenue to the Muskingum Circle cul-de-sac. Lateral limits are the ROW width plus an additional 10 feet outside of the ROW, or approximately 60 feet.
 - g. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
 - h. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.
3. Detailed Design.
- a. Develop detailed design construction plans and specifications for water main replacement in the following areas:
 - 1) On Northwestern Avenue and Muskingum Circle, approximately 1,850 feet of water main replacement. Side road main line tie-ins will be accounted for as well as services replaced to the curb stop. Trench restoration will be specified.
 - b. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the Project corridor for utility review and verification.
 - c. Prepare the Project Manual that will contain Fishbeck standard front-end EJCDC Bidding Documents and CSI format Technical Specifications.
 - d. We anticipate providing the following deliverables/intervals: Title Sheet, Typical Sections, General Notes, General Summary, Plan and Profile Sheets, Fishbeck standard formatted front-end bidding documents/technical specifications (Project Manual) and an estimate of probable construction cost.
 - 1) 50% Design Completion.
 - 2) 100% Design Completion.
 - e. Assist the City in obtaining required permits by preparing forms for the City to submit to regulatory agencies and determining fees for agency reviews (the City will be responsible for permit fees). An OEPA Water Supply Data Sheet is not anticipated for this Project.
4. Bidding Phase Services (If Authorized).
- a. Assist the City with advertisement for bids. The City will pay the cost of advertising in the local news publication.
 - b. Notify Reporting Agencies and potential bidders of the advertisement for bids and distribute as necessary.
 - c. Utilize local printing firm to publish and distribute bidding documents to Reporting Agencies and potential bidders.
 - d. Maintain a list of prospective bidders and plan holders.
 - e. Respond to bidders' questions and issue addenda as necessary.
 - f. Attend the bid opening.
 - g. Review bids, prepare and distribute bid tabulation.
 - h. Recommend award of the construction contract.
5. Construction Administration Services (If Authorized).
- a. Support the City with preparation and execution of the construction contract following City requirements.

- b. Schedule and conduct a pre-construction meeting and review Contractor's submittal of the construction schedule for execution of the Work and completion dates. We have assumed a construction duration of no more than six months.
 - c. Review up to ten Contractor submittals for adherence to the Project specifications. These submittals will include the Project Schedule, Schedule of Values, shop drawings, and O&M Manuals.
 - d. Respond to up to five Contractor's Requests for Information and two Requests for Change Order as necessary.
 - e. Review Contractor payment requests based on the accepted Progress Schedule, Schedule of Values, and actual progress of the work. Process up to six payment requests in accordance with Owner requirements.
 - f. Provide punch list and final completion inspections, determine substantial and final completion of the work and issue appropriate certifications.
 - g. Prepare Record Drawings from the Contractor's documentation of changes during the construction phase of the Project and provide the City with hard copy drawings and electronic files.
6. Assumptions.
- a. We have included a fee for two staff members to attend two design-phase meetings (Kickoff Meeting, and 50% Design Review Meeting).
 - b. Coordination with ODOT for the connection at State Route 63 will not be required as the City of Monroe has jurisdiction of the ROW in this area.
 - c. The City will oversee the construction operations. Fishbeck's construction phase services will be limited to the efforts described herein.

Professional Services Fees

Fishbeck proposes to provide the above-described Design Phase professional engineering services for a not-to-exceed fee of Fifty-Two Thousand Nine Hundred Dollars (\$52,900). If authorized, Bidding Phase and Construction Administration Phase Services will be added by amendment. Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds that the required scope of services differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fee. Below is a tabulation of the anticipated services by phase.

Design Phase	\$52,900
Bidding Phase (If Authorized)	\$4,900
Construction Administration Phase (If Authorized)	\$11,400

Schedule

Fishbeck is available to begin performing services for this Project immediately upon receiving authorization to proceed.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8581 or dabrown@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane B" with a stylized flourish at the end.

Dane A. Brown, PE

Senior Water and Wastewater Engineer

By email

Professional Services Agreement

PROJECT NAME: Northwestern Avenue Water Main Design
PROJECT LOCATION: Monroe, Ohio
FISHBECK CONTACT: Dane A. Brown, PE
CLIENT CONTACT: Gary Morton, Director of Public Works
CLIENT: City of Monroe, 1000 Holman Drive, Monroe, OH 45036

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as described in Fishbeck's Letter Proposal dated March 3, 2025.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: March 3, 2025
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Seventy-Six Thousand One Hundred Dollars (\$52,900).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Monroe

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____ Joshua Mihelcic, PE, PS

TITLE: _____ Vice President

DATE: _____ March 3, 2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

RESOLUTION NO. 23-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RETIREMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND ANGELA S. WASSON.

WHEREAS, the City desires to enter into a Retirement Agreement (the “Agreement”) between the City and Clerk of Council Angela S. Wasson; and

WHEREAS, under the Agreement, the City agrees to purchase for Angela S. Wasson 6.166 years of redeposit OPERS service credit for prior public service; and

WHEREAS, the Agreement is supported by good and adequate consideration; namely, a full release and waiver of claims against the City; and

WHEREAS, the Agreement will result in financial savings for the City over the next six (6) years.

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

SECTION 1: The City Manager is hereby authorized to enter into a Retirement Agreement by and between the City of Monroe and Angela S. Wasson and to take action necessary to effectuate the Agreement; the terms and conditions of which shall be in the best interest of the City of Monroe and Angela S. Wasson.

SECTION 2: The City reasonably determined that the Agreement and service credit purchase is necessary for the efficient operation of the City and is being made for a proper public purpose because, among other things, the City is receiving good and adequate consideration, and will result in financial savings for the City over the next six (6) years.

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

ORDINANCE NO. 2025-10

AN ORDINANCE, AMENDING AND SUPPLEMENTING ORDINANCE NO. 2024-36, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2025.

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

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT		
000	<i>FUND EXPENSES</i>		
	OPERATING EXPENSES	51,500	
	OTHER	-	
	<i>TOTAL</i>	<u>51,500</u>	
110	<i>CITY COUNCIL</i>		
	PERSONAL SERVICES	185,495	
	OPERATING EXPENSES	183,700	
	<i>TOTAL</i>	<u>369,195</u>	
120	<i>CITY MANAGER'S OFFICE</i>		
	PERSONAL SERVICES	576,360	
	OPERATING EXPENSES	495,245	
	<i>TOTAL</i>	<u>1,071,605</u>	
125	<i>INFORMATION TECHNOLOGY</i>		
	PERSONAL SERVICES	373,387	
	OPERATING EXPENSES	496,652	
	<i>TOTAL</i>	<u>870,039</u>	
130	<i>HUMAN RESOURCES</i>		
	PERSONAL SERVICES	535,763	
	OPERATING EXPENSES	295,120	
	<i>TOTAL</i>	<u>830,883</u>	
135	<i>ECONOMIC DEVELOPMENT</i>		
	PERSONAL SERVICES	142,326	
	OPERATING EXPENSES	260,000	
	<i>TOTAL</i>	<u>402,326</u>	
140	<i>DEVELOPMENT</i>		
	PERSONAL SERVICES	605,912	
	OPERATING EXPENSES	464,900	
	OTHER EXPENSES	4,000	
	<i>TOTAL</i>	<u>1,074,812</u>	

145	ENGINEERING		
	PERSONAL SERVICES	489,968	
	OPERATING EXPENSES	547,750	
	<i>TOTAL</i>	<u>1,037,718</u>	
150	FINANCE		
	PERSONAL SERVICES	1,187,247	
	OPERATING EXPENSES	401,168	
	OTHER EXPENSES	1,000,000	
	<i>TOTAL</i>	<u>2,588,415</u>	
160	MAYOR'S COURT		
	PERSONAL SERVICES	131,196	
	OPERATING EXPENSES	23,300	
	<i>TOTAL</i>	<u>154,496</u>	
TOTAL GENERAL GOVERNMENT			8,450,989
PUBLIC SAFETY			
220	PUBLIC SAFETY COMMUNICATIONS		
	PERSONAL SERVICES	826,182	
	OPERATING EXPENSES	133,550	
	<i>TOTAL</i>	<u>959,732</u>	
250	POLICE		
	OTHER EXPENSES	4,150,000	
	<i>TOTAL</i>	<u>4,150,000</u>	
270	FIRE		
	OTHER EXPENSES	4,350,000	
	<i>TOTAL</i>	<u>4,350,000</u>	
TOTAL PUBLIC SAFETY			9,459,732
PUBLIC WORKS			
310	STREET		
	OTHER EXPENSES	750,000	
	<i>TOTAL</i>	<u>750,000</u>	
330	BUILDINGS AND GROUNDS		
	OPERATING EXPENSES	623,000	
	<i>TOTAL</i>	<u>623,000</u>	
340	CEMETERY		
	OTHER EXPENSES	50,000	
	<i>TOTAL</i>	<u>50,000</u>	
TOTAL PUBLIC WORKS			1,423,000

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

PERSONAL SERVICES	409,981	
OPERATING EXPENSES	329,000	
<i>TOTAL</i>	<u>738,981</u>	

TOTAL PARKS AND RECREATION**738,981****OTHER FINANCING USES****710 CAPITAL IMPROVEMENTS**

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

810 DEBT SERVICE

OTHER EXPENSES	650,000	
<i>TOTAL</i>	<u>650,000</u>	

TOTAL OTHER FINANCING USES**650,000**

TOTAL GENERAL FUND

20,722,702

GRAND TOTAL GENERAL FUND**20,722,702**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101 PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES	3,400,000	
OTHER EXPENSES	-	
<i>TOTAL</i>		3,400,000

2210 STREET FUND*PUBLIC WORKS*

PERSONAL SERVICES	2,216,816	
OPERATING EXPENSES	1,015,900	
<i>TOTAL</i>		3,232,716

2220 STATE HIGHWAY FUND*PUBLIC WORKS*

OPERATING EXPENSES	91,250	
<i>TOTAL</i>		91,250

2230 MOTOR VEHICLE LICENSE*PUBLIC WORKS*

OPERATING EXPENSES	200	
<i>TOTAL</i>		200

2310	FIRE - 1989 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
	PERSONAL SERVICES	5,603,405		
	OPERATING EXPENSES	902,540		
	OTHER EXPENSES	3,800		
	<i>TOTAL</i>			6,509,745
2330	PUBLIC SAFETY FEMA GRANT FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	500		
	<i>TOTAL</i>			500
2410	POLICE LAW ENFORCEMENT			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	4,305,046		
	OPERATING EXPENSES	995,780		
	<i>TOTAL</i>			5,300,826
2420	DARE GRANT FUND			
	250 PUBLIC SAFETY			
	PERSONAL SERVICES	-		
	OPERATING EXPENSES	6,500		
	<i>TOTAL</i>			6,500
2430	ENFORCEMENT & EDUCATION FUND			
	250 PUBLIC SAFETY			
	OPERATING EXPENSES	3,000		
	<i>TOTAL</i>			3,000
2510	COURT TECHNOLOGY IMPROVEMENT			
	<i>GENERAL GOVERNMENT</i>			
	OPERATING EXPENSES	12,500		
	<i>TOTAL</i>			12,500
2600	2004 TIFS			
	<i>DEVELOPMENT INCENTIVES</i>			
	OPERATING EXPENSES	40,872		
	OTHER EXPENSES	3,312,308		
	<i>TOTAL</i>			3,353,180

2700	2004 RIDS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	76,824	
	OTHER EXPENSES	6,020,947	
	<i>TOTAL</i>		6,097,771
GRAND TOTAL SPECIAL REVENUE FUNDS			<u>28,008,188</u>

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

3101	CAPITAL INCOME TAX FUND		
	<i>GENERAL GOVERNMENT</i>		
	CAPITAL EXPENSES	125,500	
	<i>PUBLIC SAFETY</i>		
	CAPITAL EXPENSES	200,000	
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	-	
	CAPITAL EXPENSES	2,249,386	
	<i>OTHER FINANCING USES</i>		
	OTHER EXPENSES	514,500	
	<i>TOTAL</i>		3,089,386
3110	PARK IMPROVEMENT FUND		
	<i>PARKS AND RECREATION</i>		
	OPERATING	-	
	CAPITAL EXPENSES	385,000	
	<i>TOTAL</i>		385,000
3120	CAPITAL IMPROVEMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	CAPITAL EXPENSES	-	
	<i>PUBLIC SAFETY</i>		
	CAPITAL EXPENSES	-	
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	500	
	CAPITAL EXPENSES	2,383,690	
	<i>TOTAL</i>		2,384,190

6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	100,000	
	CAPITAL EXPENSES	796,246	
	<i>TOTAL</i>		896,246

6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	250,000	
	<i>TOTAL</i>		250,030

GRAND TOTAL CAPITAL PROJECTS FUNDS			7,004,852
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SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:

4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	781,657	
	<i>TOTAL</i>		781,657

4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	435,336	
	<i>TOTAL</i>		435,336

4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	1,337,261	
	<i>TOTAL</i>		1,337,361

4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	614,463	
	<i>TOTAL</i>		614,463

GRAND TOTAL DEBT SERVICE FUNDS			3,168,817
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SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10	
	<i>TOTAL</i>		<i>10</i>
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			<u>10</u>

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

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	1,257,736	
	OPERATING EXPENSES	1,985,300	
	OTHER EXPENSES	950,000	
	<i>TOTAL</i>		<i>4,193,036</i>
6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	107,365	
	OPERATING EXPENSES	1,322,200	
	<i>TOTAL</i>		<i>1,429,565</i>
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	249,700	
	OPERATING EXPENSES	352,650	
	CAPITAL EXPENSES	130,000	
	<i>TOTAL</i>		<i>732,350</i>
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	127,143	
	OPERATING EXPENSES	1,122,000	
	<i>TOTAL</i>		<i>1,249,143</i>
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	94,600	
	<i>TOTAL</i>		<i>134,600</i>
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	153,050	
	<i>TOTAL</i>		<i>153,050</i>
GRAND TOTAL ENTERPRISE FUNDS			<u>7,891,744</u>

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

7100	CEMETERY MAINTENANCE TRUST FUND		
	<i>FUND EXPENSE</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		37,500
7110	MOUND CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		37,500
7120	LONG STREET CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		250
7310	FIRE HISTORIC PRESERVATION FUND		
	<i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		-
7320	FIRE LOSS SECURITY FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING	-	
	<i>TOTAL</i>		-
7410	DRUG LAW ENFORCEMENT TRUST FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	20,000	
	<i>TOTAL</i>		20,000
GRAND TOTAL TRUST AND AGENCY FUNDS			95,250
TOTAL ALL APPROPRIATIONS			66,891,563

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	GENERAL GOVERNMENT						
125	INFORMATION TECHNOLOGY						
	OPERATING EXPENSES	489,700	496,652	6,952	1.4%	11112500-52315	Finance copier leases consolidated & now being paid from IT
150	FINANCE						
	OPERATING EXPENSES	408,120	401,168	(6,952)	-1.7%	11115054-52381 (\$5,000) 11115100-52381 (\$1,952)	Finance copier leases consolidated & now being paid from IT
2310	FIRE - 1989 LEVY FUND						
	PUBLIC SAFETY						
	OPERATING EXPENSES	895,040	902,540	7,500	0.8%	23127500-52360	Closing PO # 20240343 and re-appropriating dollars in 2025 budget to use different vendor for Training Tower Stairs
3101	CAPITAL INCOME TAX FUND						
	PUBLIC WORKS						
	CAPITAL EXPENSES TOTAL	2,066,628	2,249,386	182,758	8.8%	31013000-53712-5PW12	Additional Funds needed based upon March 11, 2025 Consideration of Motion authorizing the expenditure of \$934,605.10 to Mid-Miami Roofing, Inc.

ORDINANCE NO. 2025-11

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 276 OF THE CODIFIED ORDINANCES TO CHANGE CERTAIN POWERS AND DUTIES OF THE PARK AND RECREATION BOARD.

WHEREAS, the Park and Recreation Board have established rules and regulations pursuant to Section 276.05 of the Codified Ordinances; and

WHEREAS, the Park and Recreation Board recommended, and Council agrees, to changes to the Board's powers and duties as set forth herein.

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

SECTION 1: Chapter 276 of the Codified Ordinances is hereby amended and supplemented as follows:

“276.01. Scope of Chapter.

The provisions of this Chapter define the powers and duties of the Park and Recreation Board, pursuant to the Charter.

276.02. Appointments.

The members of the Park and Recreation Board shall be appointed pursuant to Section 9.14 of the Charter.

276.03. Organizational Meeting.

In January of each year, the Park and Recreation Board shall hold an organizational meeting for the purpose of electing a chairperson and a recording secretary. Each shall be elected by a majority vote of the members of the Board. The Board shall thereafter establish priorities and an agenda for the ensuing year.

276.04. Coordination of Meetings; Minutes and Records.

- (a) The chairperson shall coordinate all meetings and activities of the Park and Recreation Board.
- (b) The recording secretary shall keep the minutes and official records of the Board.

276.04. Powers and Duties.

- (a) To study the recreational needs of the City, to develop a plan and, with the approval of Council, to implement such plan to serve the best interests of the community;

- (b) To act as an advisement board for the Director of Public Works or designee to act as a liaison between the board and Council for suggested operational and physical alterations to the parks.
- (c) To suggest any form of recreation or cultural activity for the benefit of the residents of the City.
- (d) To establish rules and regulations for the operation, maintenance and use of the parks and recreation areas and centers of the City. Such rules and regulations shall be enforced by the Director of Public Works or designee and the Department of Police.
- (e) All such other powers as do not conflict with this section and as are provided by the laws of the State.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-12

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 243.01 OF THE CODIFIED ORDINANCES TO DESIGNATE THE DIRECTOR OF PUBLIC WORKS AS THE DEPARTMENT HEAD OF ENGINEERING AND THE DEPARTMENT OF PARKS UNTIL SUCH TIME AS A SEPARATE DEPARTMENT OF PARKS BECOMES NECESSARY.

WHEREAS, Section 243.01 of the Codified Ordinances designates the Director of Public Works as the head of the Department of Streets and Department of Utilities; and

WHEREAS, the last Charter amendments eliminated the Department of Streets, Department of Utilities, and Department of Engineering and Inspection and created the Department of Parks; and

WHEREAS, until such time as it becomes necessary to appoint a Department Head for the Department of Parks, Council deems it in the best interest of the City to designate the Director of Public Works as the head of the Department of Parks and engineering.

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

SECTION 1: Section 243.01 of the Codified Ordinances is hereby amended and supplemented to read as follows:

“243.01 Director of Public Works.

The Director of Public Works shall serve as the head of engineering and the Department of Parks until such time as it becomes necessary to appoint a head of the Department of Parks.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-13

AN ORDINANCE SUPPLEMENTING CHAPTER 286 OF THE CODIFIED ORDINANCES OF THE CITY OF MONROE TO ESTABLISH AN ADMINISTRATIVE FEE FOR THE COLLECTION AND INVOICING IN CONNECTION WITH THE PROCESSING OF DOCUMENTATION.

WHEREAS, the City incurs administrative costs in collecting, processing, and preparing documentation for invoices; and

WHEREAS, it is necessary to recover these administrative costs through an appropriate fee structure; and

WHEREAS, the City Council has determined that a percentage-based administrative fee is appropriate to fairly distribute these costs.

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

SECTION 1: Chapter 286 of the Codified Ordinances of the City of Monroe is hereby supplemented to read as follows:

“286.22. Administrative Fee.

An administrative fee of fifteen percent (15%) of the total invoice amount shall be applied to invoices issued by the City of Monroe to recoup administrative costs associated with the collection, processing, and preparation of invoice documentation. This fee shall be:

- (a) Calculated as 15% of the base invoice amount before the administrative fee is added;
- (b) Added to the total amount due on applicable invoices;
- (c) Non-refundable unless the underlying invoice is cancelled due to City error;
- (d) Applied uniformly across all City departments that issue invoices requiring the collection and processing of documentation.”

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

ORDINANCE NO. 2025-14

AN ORDINANCE SUPPLEMENTING SECTION 1040.03 OF THE CODIFIED ORDINANCES ESTABLISHING WATER MODELING AND UPSIZE REQUIREMENTS FOR DEVELOPMENT WITHIN THE CITY OF MONROE.

WHEREAS, the City of Monroe finds it necessary to establish requirements and procedures for water system modeling and upsizing within the City for major subdivisions and developments with significant water usage requirements; and

WHEREAS, these requirements are essential to ensure proper water system capacity, fire protection, and future growth capabilities within the City.

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

SECTION 1: Section 1040.03 of the Codified Ordinances is hereby supplemented to read as follows:

“(d) *Water Modeling and Upsizing.* This section establishes requirements and procedures for water system modeling and upsizing requirements within the City of Monroe for major subdivisions and developments with significant water usage requirements. These requirements shall apply to:

- (1) All major subdivisions (residential or commercial).
- (2) Any development anticipated to use more than 100 gallons per minute of City water over an extended period.

All qualifying developments shall undergo water system modeling by the City’s designated consultant. The City’s water model shall be the final determining factor for water main sizing requirements. Developers shall be responsible for all costs associated with water modeling, including consultant fees plus administrative costs as specified in the City’s fee schedule.

(e) *Cost Sharing.* The City may participate in cost-sharing for water main upsizing when such upsizing provides benefits to the overall water distribution system beyond the immediate development.

Cost sharing shall be subject to the guidelines and requirements established in the Division of Engineering Construction Standards and Guide Handbook.

(f) *Implementation.* The Director of Public Works or designee shall be responsible for implementing and administering this Chapter.

Detailed requirements, procedures, and specifications shall be maintained in the Division of Engineering Construction Standards and Guide Handbook.

(g) *Appeals.* Appeals may be permitted for minor developments only, as defined in the Division of Engineering Construction Standards and Guide Handbook. The Director of Public Works' decision on minor development appeals shall be final.

(f) *Severability.* If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____