



**Monroe Council Agenda
Regular Meeting of Council
June 23, 2026 - 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of June 9, 2026 work session and June 9, 2026 regular meeting

Visitors

Alfred Rizkallah, Cascade Car Wash - Commercial Water Rates

Matt Boone, Scannell Properties and Lenny Robinson, Corridor 75 Park LTD - Project Clear Development Project

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Executive Session

Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance. Executive session is necessary to protect the interests of the applicant or possible use of public funds in connection with the project.

Old Business

Ordinance No. 2026-16. An Ordinance approving a final plat for Section 5, Block E, in the Monroe Crossings Subdivision.

Sponsor: Kameryn Jones

Strategic Priority: Strategic Growth and Development

Background: Monroe Crossings II LLC has submitted an application for final plat for Monroe Crossings Section 5 Block E. The preliminary plat associated with this phase of the subdivision was approved by Planning Commission on October 20, 2020, which included 183 single-family lots, as



well as new public streets and associated infrastructure.

The final plat for Block E is 11.5 acres of the 105-acre section and will include the construction of 30 single-family lots, averaging 12,800 square feet, and 1 open space lot. The average lot width is 80 feet and density is 2.6 units per acre. Block E will extend the existing Blue Springs Drive (near the intersection with Bridgewater Lane) south, completing the loop between Section 5 and the established subdivision. After this plat, there will be one remaining block to complete this section of the Monroe Crossings subdivision.

New Business

Resolution No. 37-2026. A Resolution approving an addendum to the City Manager Employment Agreement between the City of Monroe and Larry Lester.

Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: On May 12, 2026, Council approved a motion directing the Law Director to prepare an addendum extending the City Manager's contract for an additional two years under the current terms and conditions. This matter was previously considered by Council on June 9, 2026.

Ordinance No. 2026-17. An Ordinance authorizing the issuance of not to exceed \$5,000,000 of various purpose general obligation bond anticipation notes, 2026 renewal, by the City of Monroe, Ohio, in anticipation of the issuance of bonds.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Resolution 12-2023 on February 14, 2023 to allow for reimbursement of expenditures related to a Public Works Facility. Council also passed Ordinance 2023-12 on May 9, 2023 authorizing the City Manager to execute a purchase and sale agreement of ~113 acres in an amount not to exceed \$3,200,000 as part of a future development investment and a new public works facility. The city officially purchased the property on July 20, 2023 for the amount of \$3,143,233.75 utilizing General Fund dollars that were reimbursed with the issuance of \$3,200,000 Bond Anticipation Notes (BANs) with the passage of Ordinance 2023-25. City Council passed Ordinance 2024-22 on September 10, 2024 renewing the BANs from 2023. City Council passed Ordinance 2025-32 on September 23, 2025 renewing the existing \$3.2 million BANs from 2024, and added another \$1.8 million for initial site work at the facility, for a total BAN amount of \$5 million. The proposed legislation renews the existing 2025 BANs.

A BAN is a one-year financing that is required to be renewed annually if not converted into a long-term debt issuance. A BAN issuance requires interest to be paid annually, but does not require a principal payment until converted to a long-term issuance. The interest payment that will be made



associated with the 2025 BAN issuance is \$199,444.44. A \$5 million BAN was requested last year as site work was anticipated to begin in the first half of 2026 in addition to the \$3.2 million BAN for the purchase of the acreage for this property and additional acreage still owned by the city.

The tentative schedule for this BAN renewal has a 1st Reading of the Ordinance on June 23 and a 2nd Reading on July 14. The passage on the 2nd reading will be requested as an emergency as recommended by Bond Counsel and the city's Municipal Advisor. The official bond closing date is tentatively scheduled for August 20, 2026, well ahead of the 2025 BAN maturity date of November 17, 2026.

This is the first of three Ordinances required to be passed related to this total bond issuance.

Ordinance No. 2026-18. An Ordinance authorizing the issuance of not to exceed \$13,675,000 of building improvement general obligation bond anticipation notes, Series 2026, by the City of Monroe, Ohio, in anticipation of the issuance of bonds.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Resolution 12-2023 on February 14, 2023 to allow for reimbursement of expenditures related to a Public Works Facility. Council also passed Ordinance 2023-12 on May 9, 2023 authorizing the City Manager to execute a purchase and sale agreement of ~113 acres in an amount not to exceed \$3,200,000 as part of a future development investment and a new public works facility. The city officially purchased the property on July 20, 2023 for the amount of \$3,143,233.75 utilizing General Fund dollars that were reimbursed with the issuance of \$3,200,000 Bond Anticipation Notes (BANs) with the passage of Ordinance 2023-25. City Council passed Ordinance 2024-22 on September 10, 2024 renewing the bond anticipation notes from 2023. City Council passed Ordinance 2025-32 on September 23, 2025 renewing the existing \$3.2 million BANs from 2024, and added another \$1.8 million for the initial site work at the facility, for a total BAN amount of \$5 million. The proposed legislation adds another \$13,675,000 for the construction of the building.

A BAN is a one-year financing that is required to be renewed annually if not converted into a long-term debt issuance. A BAN issuance requires interest to be paid annually, but does not require a principal payment until converted to a long-term issuance. The interest payment that will be made associated with the 2025 BAN issuance is \$199,444.44. A \$5 million BAN was requested last year as site work was anticipated to begin in the first half of 2026 in addition to the \$3.2 million BAN for the purchase of the acreage for this property and additional acreage still owned by the city. \$13,675,000 is being requested with this BAN Ordinance for the building improvements, which will result in a total 2026 BAN amount of \$18,675,000. City Council passed Resolution 61-2025 on October 28, 2025 authorizing the City Manager to enter into a design-build contract with HGC Construction and Emersion Design in an amount not to exceed \$18,669,358.10.

The tentative schedule for this BAN renewal has a 1st Reading of the Ordinance on June 23 and a



2nd Reading on July 14. The passage on the 2nd reading will be requested as an emergency as recommended by Bond Counsel and the city's Municipal Advisor. The official bond closing date is tentatively scheduled for August 20, 2026, well ahead of the 2025 BAN maturity date of November 17, 2026.

This is the second of three Ordinances required to be passed related to this total bond issuance.

Ordinance No. 2026-19. An Ordinance authorizing the issuance of not to exceed \$18,675,000 of Public Works Building improvement general obligation bond anticipation notes, Series 2026, by the City of Monroe, Ohio, in anticipation of the issuance of bonds.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Resolution 12-2023 on February 14, 2023 to allow for reimbursement of expenditures related to a Public Works Facility. Council also passed Ordinance 2023-12 on May 9, 2023 authorizing the City Manager to execute a purchase and sale agreement of ~113 acres in an amount not to exceed \$3,200,000 as part of a future development investment and a new public works facility. The city officially purchased the property on July 20, 2023 for the amount of \$3,143,233.75 utilizing General Fund dollars that were reimbursed with the issuance of \$3,200,000 Bond Anticipation Notes (BANs) with the passage of Ordinance 2023-25. City Council passed Ordinance 2024-22 on September 10, 2024 renewing the bond anticipation notes from 2023. City Council passed Ordinance 2025-32 on September 23, 2025 renewing the existing \$3.2 million BANs from 2024, and added another \$1.8 million for the initial site work at the facility, for a total BAN amount of \$5 million. The proposed legislation adds another \$13,675,000 for the construction of the building.

A BAN is a one-year financing that is required to be renewed annually if not converted into a long-term debt issuance. A BAN issuance requires interest to be paid annually, but does not require a principal payment until converted to a long-term issuance. The interest payment that will be made associated with the 2025 BAN issuance is \$199,444.44. A \$5 million BAN was requested last year as site work was anticipated to begin in the first half of 2026 in addition to the \$3.2 million BAN for the purchase of the acreage for this property and additional acreage still owned by the city. \$13,675,000 is being requested with this BAN Ordinance for the building improvements, which will result in a total 2026 BAN amount of \$18,675,000. City Council passed Resolution 61-2025 on October 28, 2025 authorizing the City Manager to enter into a design-build contract with HGC Construction and Emersion Design in an amount not to exceed \$18,669,358.10.

The tentative schedule for this BAN renewal has a 1st Reading of the Ordinance on June 23 and a 2nd Reading on July 14. The passage on the 2nd reading will be requested as an emergency as recommended by Bond Counsel and the city's Municipal Advisor. The official bond closing date is tentatively scheduled for August 20, 2026, well ahead of the 2025 BAN maturity date of November 17, 2026.



This is the third of three Ordinances required to be passed related to this total bond issuance. The purpose of this third Ordinance is to combine and consolidate the two previous BAN Ordinances into a single issue for efficiency purposes.

Resolution No. 38-2026. A Resolution accepting the recommendations of the Butler County and Warren County Tax Incentive Review Councils to continue the City of Monroe's Community Reinvestment Area and tax increment financing exemptions.

Sponsor: Seth Geisler

Strategic Priority: Good Governance

Background: The TIRC board recommendations are made based on each CRA's performance and language. For example: one project has fewer jobs than committed, but the language in the CRA Agreement says that this number is an estimate only and the CRA can not be discontinued based on jobs and another has not reached the committed payroll at this time, but the CRA Agreement states that they have through 2026 to achieve this commitment.

Resolution No. 39-2026. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and Bright Technologies, Inc. to provide audio/visual design and consulting services for the modernization of Council Chambers and associated meeting spaces.

Sponsor: Dawn Levandusky

Strategic Priority: Communication and Interpersonal Connections
Well Managed Services and Infrastructure

Background: This resolution authorizes the City Manager to enter into an agreement with Bright Technologies, Inc. for professional audio/visual design and consulting services related to the modernization of Council Chambers and associated meeting spaces. Over the years, the City's audio/visual systems have evolved through multiple incremental upgrades and equipment replacements, resulting in aging infrastructure, inconsistent system integration, and recurring operational and support issues. The City currently relies on its existing vendor for ongoing support without a formal Service Maintenance Agreement (SMA) in place, creating additional challenges related to response consistency (though our current vendor has been very responsive to our issues), long-term planning, and lifecycle management. The proposed project will establish a modern, scalable, and standardized AV platform designed to improve reliability, meeting functionality, livestreaming capabilities, ADA accessibility compliance, and long-term supportability while allowing future installation services to be competitively procured through vendor-neutral specifications.

Resolution 40-2026. A Resolution authorizing the City Manager to enter into an extended and amended lease agreement by and between the City of Monroe and the Monroe Lending Library for space located at 6 East Avenue.



Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: This resolution outlines a 5-year lease agreement for the Monroe Lending Library to occupy space at 6 East Avenue. The rental fee for this lease is \$1.00 per year. The current lease agreement will expire on August 24, 2026.

Resolution No. 41-2026. A Resolution approving a Then-and-Now Certificate in the amount of \$22,751.00 to Butler Tech for paramedic school tuition.

Sponsor: Chief David Leverage

Strategic Priority: Well Managed Services and Infrastructure

Background: This is a Then & Now request to pay for the paramedic school tuition for FF Cifuentes, FF Durrrough, FF Shaw, FF Sackenheim, FF Cain, FF Sewak and FF Terry. These firefighters are in varying stages of paramedic school and this will be paying for the next term of their education.

Administrative Reports

Adjournment



**Monroe Council Minutes
Work Session
June 9, 2026 – 5:30 p.m.
233 South Main Street, Monroe, Ohio**

Mayor Funk opened the work session at 5:30 p.m.

Present were: Todd Hickman, Council Member; Tom Hagedorn, Council Member; Christina McElfresh, Vice Mayor; Keith Funk, Mayor; Jordan Brown, Council Member; Molly Cloyd, Council Member; Larry Lester, City Manager; Kacey Waggaman, Assistant City Manager; Gary Morton, Director of Public Works; Jake Burton, Director of Finance; Jack Hemenway, Law Director; Chief David Leverage, Fire Department; Seth Geisler, Economic Development; Kameryn Jones, Development Director; and Beth Combs, Clerk of Council.

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

Mr. Lester presented slides regarding managing growth and provided a building permit update. He stated that Monroe continues to experience growth, but that it remains measurable and manageable, noting that building permits are only one indicator of future population and service demands. Mr. Lester explained that the Monroe 2040 Comprehensive Plan anticipated approximately 85 permits annually. Prior to 2019, the City processed approximately 80 permits per year, and since 2019 has averaged approximately 55 permits annually, indicating that actual growth remains below long-term planning assumptions. Mr. Lester stated that the City monitors demographic trends, including housing, schools, workforce availability, and municipal services, and that the data reflects a community heavily oriented toward families. He noted that nearly 30% of the population consists of children and teenagers, 2.7% are ages 25 to 29, and 19.6% are ages 45 to 59. He stated that current demographic trends do not indicate unusual population pressures and that continued population growth supports long-term stability.

Mr. Lester stated that communities that attract and retain working-age residents remain competitive and that housing availability and affordability are important components of workforce development. He shared that 442 residents both live and work within the City, including approximately 125 residents between the ages of 25 and 29. Mr. Lester stated that maintaining a range of housing opportunities supports future workforce needs and allows residents to remain in the community through different stages of life. He noted a need for additional housing options for residents age 55 and older to provide greater generational opportunities and emphasized the importance of offering a variety of housing types and price points, stating that limiting housing supply can reduce future housing flexibility.

Mr. Lester explained that the City currently has commercial development guardrails in place through zoning regulations, Council-directed initiatives, and code provisions that limit certain uses along key corridors. He stated that a moratorium is a temporary pause on development approvals or permits, generally used to address infrastructure or planning concerns, and that its purpose is to address a specific problem rather than stop growth altogether. He noted that moratoriums may help align growth with infrastructure capacity and provide time for planning, but said the key question is whether such conditions currently exist in the City. Mr. Lester reviewed potential advantages and disadvantages of a moratorium. He stated that potential benefits include providing time for studies and planning, protecting infrastructure capacity and service levels, and preventing development from



outpacing regulations. Potential drawbacks include reduced housing supply and increased housing costs, delayed investment and economic development, shifting growth to neighboring communities, and negative impacts on relationships with the development community. He stated that short-term impacts could include reduced construction activity and delayed investment, while long-term impacts could include higher housing costs and slower tax base growth. He also noted that a moratorium could reduce permit, utility, and income tax revenues while delaying future infrastructure expenditures, and stated that Council must weigh the economic consequences against the potential benefits.

Mr. Lester stated that moratoriums are generally legal when supported by a legitimate public purpose and must be temporary, reasonable, and supported by evidence, with infrastructure and public safety concerns being the most common justifications. He explained that courts evaluate factors including duration, economic impact, and public purpose, and that Ohio courts require documented infrastructure deficiencies and a defined path toward resolution. Mr. Lester reviewed best practices for policy design, noting that successful moratoriums are limited in duration, narrowly tailored, and tied to specific studies or deliverables. Regarding the cost of studies associated with evaluating potential moratoriums in specific areas of the City, Mr. Lester stated that a comprehensive technical analysis would be required, including traffic, water, sewer, and stormwater studies. He said that, depending on the size and scope of the area, estimated costs range from \$650,000 to \$1.35 million and would require specialized consultants. He stated that Council should consider whether current conditions justify such an investment, which would affect the City's General Fund and capital budget.

Mr. Lester explained that commercial development guardrails are currently in place for the City to guide commercial growth, including zoning regulations, Council directed initiatives that shape development outcomes, and existing code provisions to limit certain uses along key corridors. He stated that a moratorium is a temporary pause on development approvals or permits, generally used when a community faces infrastructure or planning concerns and that cities may use moratoriums when infrastructure cannot support growth, or during planning stages or regulation updates. Additionally, Mr. Lester stated that the purpose is to address a specific problem, not stop growth altogether, and that a moratorium may help align growth with infrastructure capacity, or allow communities time to plan before problems become costly, but the key question is whether such conditions currently exist in the City. He explained that the pros of a moratorium are to provide time for studies and planning, protect infrastructure capacity and service levels, prevent rushed development before regulations are updated, and the primary benefit is to gain time to evaluate current conditions, and cons of a moratorium are potential increase to housing costs by reducing supply throughout the City, may discourage investment and delay economic development, growth may shift to neighboring communities, and may negatively affect relationships with the development community. Mr. Lester stated that the short-term economic development impacts include reduced construction activity and delayed investment, and the long-term impacts include higher housing costs and slower tax base growth. He said that Council must weigh the economic consequences against potential benefits related to moratoriums. Mr. Lester also reviewed the financial impacts, stating that a moratorium may reduce permit, utility, and income tax revenues, as well as delay future infrastructure expenditures. He said that the financial question is whether cost avoidance outweighs lost revenue.

Mr. Lester stated that moratoriums are generally legal when supported by a legitimate public purpose, and it must be temporary, reasonable, and supported by evidence, citing infrastructure or public safety concerns as the most common justifications. He explained that a moratorium can create legal exposure if not properly justified as courts will evaluate duration, economic impact, and public purpose. Further, that Ohio courts require documented



infrastructure deficiencies, and the City must identify both the problem and a path forward toward resolution. Mr. Lester shared best practices for policy design, noting that successful moratoriums are limited to duration and narrowly tailored, should clearly define scope, objectives, and expected outcomes, and any pause should be tied to specific studies or deliverables. Regarding costs of studies to explore moratoriums in specific areas throughout the City, he said that it would require a thorough technical analysis, which would include traffic, water, sewer, and stormwater studies. Depending on the size of the area, scope, and utilities within that area, the cost ranges from \$650,000 - \$1.35 million and should be completed by a consultant who specializes in these areas of infrastructure. He said that Council should consider whether current conditions justify this investment, which would impact the City's general fund and capital budget.

Mr. Lester stated that Council must determine whether a problem currently exists, what outcome would be expected from any permit limitations, and whether the costs and risks would be justified by the anticipated benefits. He shared that staff continues to monitor data and trends over time and noted that current residential permit activity is closely aligned with school enrollment projections. He stated that the school consultant recommended continuing current practices and monitoring two key indicators: an average of 220 annual new and existing home sales and the 30-year fixed mortgage rate. Mr. Lester stated that the consultant indicated enrollment projections remain valid if mortgage rates are between 3% and 8%, and he noted that current rates are approximately 6% to 6.5%.

Mr. Lester stated that staff does not recommend residential permit limitations at this time, noting that current permit activity remains well below the projections established in 2019 and that market conditions are self-regulating. He said staff recommends continued monitoring of housing market conditions and school enrollment trends to ensure consistency with the Monroe 2040 Comprehensive Plan and the consultant's enrollment projections. Mr. Lester further stated that staff does not recommend a commercial development moratorium, citing the effectiveness of existing zoning regulations and development tools. He stated that staff will continue to evaluate projects on a case-by-case basis and thoroughly review proposals before presenting them to Council for consideration. Mr. Lester concluded that staff does not find sufficient evidence to support either a residential permit limitation or a commercial moratorium at this time and will continue to utilize planning and zoning tools to manage growth responsibly.

Mr. Brown asked how the City's home rule authority factors into the legal considerations surrounding a moratorium. Mr. Hemenway responded that the process requires balancing the City's home rule authority with property owners' rights and that any restrictions must be supported by a legitimate justification. He explained that documented infrastructure constraints identified through studies could provide an objective basis for imposing restrictions. Ms. Cloyd asked who would be responsible for monitoring the expiration or renewal of a moratorium. Mr. Hemenway stated that Council would establish the duration and determine whether an extension is necessary, while the City would generally monitor expiration and renewal. Mr. Lester clarified that the Development Department would be responsible for tracking the expiration of a moratorium.

Referring to the City's previous moratorium on cannabis dispensaries, Ms. Cloyd asked who would be responsible for evaluating and bringing such matters back to Council. Mr. Funk explained that staff and Council used the moratorium period to address concerns regarding concentration and adopted zoning changes, allowing the moratorium to expire without further issue. Ms. Cloyd stated that she wanted to ensure a process exists for monitoring any current or future moratoriums and asked whether the City currently has any in effect. Mr. Lester replied that it does not. Mr. Hickman questioned the duration of moratoriums, noting that they are generally



limited to six months to one year and that the previous cannabis dispensary moratorium had exceeded that timeframe. Mr. Lester confirmed that the City currently has no active moratoriums.

Ms. Cloyd referenced residential development projects in the City and questioned whether existing guardrails are sufficient, expressing concern that opportunities for attached housing, townhomes, and higher-density development on currently undeveloped land leave the City vulnerable to a housing boom. She stated that, absent a moratorium, she does not believe the City is adequately protected from development outpacing the administration's ability to manage growth. Mr. Hagedorn stated that the discussion was prompted by the construction of the new school. He said that while the school district is strong, he is concerned that significant new development could lead to rapid growth and school overcrowding similar to past experiences. He noted that the new school project revealed water flow deficiencies and questioned whether other areas of the City may have similar infrastructure limitations. Mr. Hagedorn stated that a permit limitation or moratorium could provide time to identify and address potential issues before the City is faced with costly infrastructure improvements.

Mr. Funk responded that the City is not responsible for the school district and noted that infrastructure improvements associated with new development are typically addressed through negotiations with developers, who may share in or bear the associated costs. Mr. Hagedorn referenced the water line improvements along Butler Warren Road for a new subdivision. Mr. Morton clarified that the developer was required to install an 8-inch water line, but the City elected to upsize the line to 12 inches to accommodate future development and was responsible only for the additional cost associated with the larger line.

Mr. Funk referred to collaboration with the school's consultant who is telling staff to stay the course with the current development plan, so he suggested that the school may be anticipating a drop in enrollment and he doesn't want to go against what the experts are recommending. Ms. Cloyd stated that she believes the City is still in a danger zone between zoning and no moratorium. She noted that the City is currently operating below the planned projections of 80 permits per year, but large residential development projects are still being approved, so it may look good on paper since it's phased building without knowing what is coming in the future. Ms. Cloyd also referred to the approximately the demographic of age 70+, which makes up approximately 10% of the City's population, and stated that this group is likely to stop aging in place, which makes existing homes available for turnover. She said that the Advance Monroe 2040 Plan allows for high density, more than 1 home within .5 acre plot, and overall too much vulnerability. Mr. Hagedorn asked if staff might enforce the 2040 Comprehensive Plan recommendation of 85 permits total per year. He also suggested that because the City doesn't have many apartment options, those may bring fast residential growth. Mr. Brown asked how permits are applied to apartment buildings, Mr. Lester answered that the building reflects one permit. Mrs. McElfresh asked if the older demographic includes residents at Mt. Pleasant, because those residents would not be selling their homes. Mr. Geisler answered that it is very difficult to downsize right now in the current market, and many older residents are leaving Monroe when they leave their homes.

Mr. Funk stated that some guardrails are in place that are less visible, including when a project comes with an ask for a roadway, sewer, aesthetics, etc., a guardrail is to say no. Ms. Cloyd said that because many of these projects are approved by Planning Commission, by the time it reaches Council, the City is open to litigation if Council doesn't agree with the project, so she is requesting additional guardrails to guide Planning Commission at the time of making their decision for development that Council may not align with. Ms. Cloyd also discussed commercial development, stating that she feels strongly about a commercial moratorium for specific business segments including car washes, tire/auto shops, gas stations, etc. She said that she understands that staff believes there are sufficient guardrails in place because zoning states that certain businesses cannot have frontage along



main corridors, but the community is often disappointed by the development when they find out what business is coming. Ms. Cloyd explained that there is precedence for a moratorium because City of Dayton approved an indefinite moratorium on self-storage business because it didn't meet the City's goals of having foot traffic and a reason to come downtown. She feels that the City is at a cap for certain business types and referred to the Wawa being built, she said there are too many of the same types of business. Mrs. McElfresh asked, because zoning doesn't allow for gas stations on the main corridors, how did the Wawa project happen? Mrs. Jones explained that the project was already in progress when the zoning updates were approved. Additionally, she shared that the Ohana Car Wash project had been in the works since 2019.

Ms. Cloyd stated that approving multiple businesses of the same type may discourage support for existing businesses and limit opportunities for long-term business success. She said that the City has a responsibility to residents and that a moratorium on certain commercial uses could encourage greater diversity and creativity in future development. Referring to the earlier discussion on multifamily housing, Mr. Burton stated that developers proposing such projects frequently request incentives, which provides Council with the opportunity to deny those requests. Mr. Morton stated that the age distribution data reflects the affordability challenges facing certain age groups and noted that many young adults are unable to return to Monroe after college because of housing costs. He added that a broader range of housing options would help attract the types of businesses residents want to see in the community. Ms. Cloyd responded that the City is being asked to solve broader economic issues that are beyond its control and stated that attracting residents to any type of housing would remain a challenge.

Mr. Lester shared that he received a letter from Lending Library requesting a 5-year renewal, which will be on a future agenda for Council's approval.

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

The work session adjourned at 6:20 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council



**Monroe Council Minutes
Regular Meeting of Council
June 9, 2026 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present – Keith Funk, Christina McElfresh, Jordan Brown, Molly Cloyd, Todd Hickman, and Tom Hagedorn.

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of May 26, 2026; seconded by Mr. Hickman. Voice vote. Motion carried.

Visitors

Resident Pat Osborne thanked Council for its efforts to prohibit data centers within the City and requested an update regarding rumors of a proposed data center in Lemon Township. Mayor Funk recommended that administration provide Mrs. Osborne with any available information regarding economic development activity outside the City. Mrs. Osborne stated that she resides near the area under discussion and expressed concerns regarding potential health, environmental, and property value impacts associated with data centers. Mayor Funk acknowledged that many residents share those concerns and noted that the City has prohibited data centers through its zoning regulations. Vice Mayor McElfresh clarified that the prohibition applies only within the City limits and not in Lemon Township. Councilmember Cloyd stated that the proximity of the proposed development is concerning to many residents and that any related decisions would be made by the Butler County Commissioners. She also noted that Council had previously submitted a letter to the Commissioners expressing its opposition to data centers. In response to Mrs. Osborne's question regarding a petition, Vice Mayor McElfresh stated that a petition is already circulating. Councilmember Cloyd added that residents in the Trenton area have organized petition efforts and reiterated that any action would occur at the county level.

Mrs. Osborne stated that she and her husband had contracted with a company to replace their driveway with chip seal and later learned from Development staff that the driveway apron is required to be concrete. She asked whether Council could recommend a contractor to complete the work, noting that contractors have been reluctant to take on such a small project. Vice Mayor McElfresh asked Public Works Director Gary Morton whether the City maintains a list of contractors, and Mr. Morton stated that he would follow up with potential references.



Committee Reports

None.

Old Business

Emergency Ordinance No. 2026-14. An Ordinance authorizing the City Manager to enter into a development agreement by and between the City of Monroe, Scannell Properties #787, LLC and Corridor 75 Park, LTD to facilitate construction of Project Clear, and declaring an emergency.

The Clerk of Council read Emergency Ordinance No. 2026-14 by title only.

Mrs. McElfresh moved to suspend the rule requiring ordinances to take effect thirty days after passage and authorize Emergency Ordinance No. 2026-14 to take effect immediately upon its adoption on the second reading; seconded by Mr. Hickman. Voice vote: six ayes. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2026-14; seconded by Mr. Hickman. Roll call vote: four ayes, one nay (Hagedorn), Mr. Brown abstained. Motion carried without Emergency designation.

New Business

Emergency Ordinance No. 2026-15. An Ordinance authorizing the City of Monroe to enter into a Community Reinvestment Area Agreement with Scannell Properties #787, LLC and declaring an emergency.

The Clerk of Council read Ordinance No. 2026-15 by title only.

Mr. Hickman stated that his understanding is that this is a tax abatement for 75% for 15 years, Mrs. McElfresh replied that the current action is to approve emergency status.

Mrs. McElfresh moved to suspend rule requiring the reading of Emergency Ordinance No. 2026-15 on two separate days and authorize its adoption on the first reading; seconded by Mr. Hagedorn. Voice vote: six ayes. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2026-15; seconded by Mr. Funk. Roll call vote: two ayes, three nays (Hagedorn, Hickman, Cloyd), Mr. Brown abstained. Motion failed.

Ordinance No. 2026-16. An Ordinance approving a final plat for Section 5, Block E, in the Monroe Crossings Subdivision.

Mayor Funk advised this Ordinance will appear on the next agenda for a second reading.



Resolution No. 32-2026. A Resolution accepting the lowest and/or best quote submitted for City Building foundation repairs and authorizing the City Manager to enter into a contract by and between the City of Monroe and Aqua Proof, Inc.

The Clerk of Council read Resolution No. 32-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 32-2026; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

Resolution No. 33-2026. A Resolution authorizing the City Manager to enter into a collective bargaining agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Sergeants.

The Clerk of Council read Resolution No. 33-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 33-2026; seconded by Mr. Brown. Roll call vote: six ayes. Motion carried.

Resolution No. 34-2026. A Resolution approving a Then-and-Now Certificate in the amount of \$41,330.27 to Majors Enterprises, Inc. for emergency water main repair services.

The Clerk of Council read Resolution No. 34-2026 by title only.

Mr. Hickman asked how many water main breaks were repaired by Majors Enterprises, Inc. compared to City crews. Mr. Morton replied that there were seven total breaks, with Majors Enterprises, Inc. completing approximately four to five repairs and City crews completing two to three. Mr. Hickman asked whether all repairs had been inspected and requested inspection reports. Mr. Morton stated that no formal inspection reports were prepared, as crews were on site throughout the night and the Crew Leader monitored the work as repairs were completed. He explained that water main breaks are logged in the GIS system and work orders are created to track labor and materials, but no formal inspection reports are generated. Mr. Hickman stated that he believed contractor work for the City is typically subject to inspection and documentation. Mr. Morton replied that this is generally true, however, the repairs were emergency distribution activities completed on overtime hours and were overseen by the water distribution crew rather than the City inspector, whose responsibilities primarily involve capital projects and private development. Mr. Hickman asked if an inspection was performed for the work completed at the corner of Holman Drive and Todhunter Road. Mr. Morton answered that an inspection was complete because it was a capital project.

Mr. Brown asked how staff verifies that repairs are completed correctly when no formal inspection is performed. Mr. Morton replied that City crews supplied materials and equipment, monitored the work, and confirmed that the leaks had been stopped. He added that most repairs were completed within the roadway and that Majors Enterprises, Inc. used its own equipment to provide concrete and controlled-density fill (CDF) material on site. Mr. Brown stated that residents are required to have contracted work inspected and wanted to ensure contractors performing work for the City are held to the same standard. Mr. Morton explained that the full-time inspector typically oversees planned projects and does not monitor



emergency repairs performed by City crews or contractors. He stated that the Assistant Director of Utilities and Superintendent of Utilities normally oversee such work but were attending a stormwater conference when the breaks occurred. Mr. Morton remained on site until approximately 8:00 p.m. and maintained communication with staff overseeing the repairs.

Ms. Cloyd asked how many residences are still impacted. Mr. Morton answered that although they are still chasing one break, there is currently nobody impacted from a service standpoint and all should be restored. Ms. Cloyd asked about aesthetic impact to residences. Mr. Morton replied that restoration should be done, but cannot answer if it is 100% completed. Ms. Cloyd said that there is at least one resident who has been vocal about issues with turf, easement, etc. and she wants to ensure that there aren't others that still have issues to be addressed. Mr. Lester stated that he is aware of the resident's concerns and has a field review scheduled for Thursday morning with the Assistant Director to review that site for restoration. Ms. Cloyd asked that staff is reviewing the full site to ensure that there are not other opportunities to restore infrastructure. Mr. Lester replied that they will check all sites and will likely need to complete reseeded in the fall.

Ms. Cloyd asked how many residences remained impacted by the water main breaks. Mr. Morton replied that staff was still addressing one remaining break, but no customers were currently without service and all service had been restored. Ms. Cloyd asked about restoration impacts to private properties. Mr. Morton stated that restoration work should be complete, but he could not confirm that all restoration had been fully completed. Ms. Cloyd noted that at least one resident had raised concerns regarding turf and easement conditions and wanted to ensure that any remaining issues were being addressed. Mr. Lester stated that he was aware of the concerns and had scheduled a field review with the Assistant Director to evaluate the site. Ms. Cloyd asked that all affected locations be reviewed for additional restoration needs. Mr. Lester replied that staff would inspect all sites and anticipated that reseeded may be necessary in the fall.

Mrs. McElfresh moved to adopt Resolution No. 34-2026; seconded by Ms. Cloyd. Roll call vote: six ayes. Motion carried.

Resolution No. 35-2026. A Resolution of the Council of the City of Monroe, Ohio, establishing the City's commitment to eliminating roadway fatalities and serious injuries by the year 2045, and authorizing the development of a comprehensive safety action plan consistent with the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program.

The Clerk of Council read Resolution No. 35-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 35-2026; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

Mr. Hickman noted issues with his microphone and stated that the microphone should be changed prior to next meeting.

Resolution No. 36-2026. A Resolution accepting the lowest and/or best bid submitted for the construction of the Ohio Department of Transportation pedestrian crossing project and authorizing the City Manager to enter into a contract by and between the City of Monroe and Majors Enterprises, Inc.



The Clerk of Council read Resolution No. 36-2026 by title only.

Mr. Hickman asked whether the sidewalk in front of Mt. Pleasant was included in the project. Mr. Morton replied that it was and stated that the necessary right-of-way had been purchased approximately one year earlier. Mr. Hickman asked whether existing ADA ramps would be replaced. Mr. Morton stated that most existing ramps are not compliant with current standards and would likely be replaced. Mr. Hickman questioned the need to replace ramps that he believed were relatively new. Mr. Morton replied that he was not aware of any ramps less than six years old and noted that ramps may appear compliant while still failing to meet federal specifications. Mr. Hickman stated that he believed some ramps had been installed when streets in Mt. Pleasant came under City maintenance. Mr. Morton responded that City maintenance of streets within Mt. Pleasant predated his employment in 2007. Mr. Hickman expressed concern that the ramps were being replaced despite being relatively new. Mr. Morton requested locations or photographs of the ramps in question so staff could verify installation dates through the GIS system and added that the ramps had been assessed as part of the state-funded project and determined to be noncompliant, requiring replacement.

Mr. Brown asked how many ramps are being replaced, Mr. Morton said that there are 4 ramps off of Britton Lane and 5-7 ramps near the Police Station.

Mrs. McElfresh moved to adopt Resolution No. 36-2026; seconded by Mr. Brown. Roll call vote: six ayes. Motion carried.

Resolution No. 37-2026. A Resolution approving an addendum to the City Manager Employment Agreement between the City of Monroe and Larry Lester.

The Clerk of Council read Resolution No. 37-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 37-2026; seconded by Mr. Hickman. Roll call vote: three ayes, three nays (Cloyd, Brown, Hagedorn). Motion failed.

Consideration of Motion to request a hearing for the issuance of C1 and C2 liquor permits to Wawa located at 190 Hamilton Lebanon Road.

No action taken.

Administrative Reports

Mr. Morton informed Council of an item expected on a future agenda, recommending the establishment of a Master Service Agreement for emergency water line repairs. He explained that the agreement would provide annually established pricing, hourly rates, and equipment rates from multiple contractors, allowing staff to rotate among contractors as needed during emergencies and better control costs. Mr. Morton stated that although City crews were capable of performing all of the repairs, the volume and duration of the work would have created unsafe and inefficient conditions and could have resulted in



residents being without water service for up to 72 hours. He said the agreement would be presented to Council annually to better prepare for future emergencies.

Mr. Hagedorn requested that future repairs be inspected by an outside inspector to verify that work is completed properly. Mr. Morton replied that obtaining an inspector during after-hours emergency situations would be difficult and noted that City staff are qualified to perform and oversee repairs. He stated that, if directed by Council, staff would pursue outside inspections, but in his opinion City crews are qualified to ensure the work is completed properly. Ms. Cloyd asked whether inspections could occur the following day and whether impacts to residents' properties could also be reviewed. Mr. Morton replied that staff will continue to be present during repairs and ensure restoration is completed promptly. He added that staff could improve documentation of incidents, but obtaining a professional inspector within a reasonable timeframe during emergencies would be challenging.

Mr. Hickman noted that much of the work performed in the City is completed by outside contractors and requested information regarding the capabilities of Water Department staff. Mr. Morton replied that he is a proponent of completing as much work in-house as possible and stated that, during his six years as Director, only two emergencies had risen to the level of the recent event. Mr. Hickman asked whether the City should establish a separate water department. Mr. Morton explained that the current Public Works divisions are specialized due to the volume of work performed, making cross-training difficult. He added that City crews consisted of five to six employees during the recent emergency, while Majors Enterprises, Inc. provided two crews of five to six employees each.

Mr. Hickman asked whether the water main breaks were caused by water being shut off too quickly at a hydrant and whether staff had been trained accordingly. Mr. Morton stated that the hydrant being flow tested had been installed in 1989 and that his assessment was that deteriorated bolts and an interior pin failed, causing pressure that broke the hydrant bolts. He further explained that a broken valve near Austin Smith Drive and Keswick Drive prevented pressure from dissipating in both directions, resulting in a severe water hammer.

Mrs. McElfresh remarked that the failure occurred during testing rather than during an emergency and noted that testing is intended to ensure hydrants function properly. Mr. Morton stated that while the failed hydrant dated to 1989, the water main itself had been installed in 1969 and that several original hydrants remain in service, making failures difficult to predict. Mrs. McElfresh asked whether all hydrants are tested, and Mr. Morton replied that not all hydrants are tested during flow testing activities. Mrs. McElfresh expressed concern that additional failures could occur. Mr. Morton acknowledged the concern and stated that he would continue developing a Master Service Agreement and present it to Council at a later date. Mr. Brown expressed support for establishing the agreement early to provide set pricing for the year.

Mr. Morton presented proposed roundabout standards, noting that the Gateway Boulevard extension associated with Project Clear would likely result in the City's first roundabout at the intersection of Mason Road and Butler Warren Road. He stated that the intersection is intended to serve as a gateway into Monroe and that staff is working with Kleingers on the design. Mr. Morton explained that staff is considering standards similar to those used by the City of Mason and the City of Madeira to ensure a consistent appearance for future roundabouts. He noted that three concepts would be presented and that



approximately eight locations have been identified for potential roundabouts through the Safe Streets for All program. He added that the intersection is being designed as a two-lane roundabout, but it will initially operate as a single-lane roundabout, with a second lane not anticipated to be needed for approximately 15 to 20 years.

Mrs. McElfresh asked whether Butler Warren Road would be widened, and Mr. Morton replied that it would. Mrs. McElfresh asked whether the widened roadway would accommodate semi-truck traffic. Mr. Morton stated that the roadway would accommodate trucks traveling to the new development site, but truck traffic would not continue south beyond the facility entrance. He added that signage within the development would direct trucks back to Gateway Boulevard. Mr. Morton stated that Butler Warren Road is planned to be widened to three lanes, with the long-term expectation of five lanes in accordance with the County Master Plan.

Mr. Morton reviewed three roundabout concepts with Council. Ms. Cloyd clarified that the discussion centered primarily on signage and landscaping rather than the roundabout configuration itself, and Mr. Morton agreed. Mr. Hagedorn questioned the value of installing landscaping that may eventually be removed when the roundabout expands to two lanes. Mr. Morton acknowledged the concern and noted that expansion is likely at least 10 years away. He added that the estimated cost to develop the design standards is approximately \$48,000 and stated that additional information would be provided in a weekly report. Mr. Funk expressed concern regarding the visibility of a wrought iron “M” feature, noting that a similar concept at the Veterans Memorial required a background to improve visibility. Mr. Hickman asked about the cost of the concepts, and Mr. Morton estimated the landscape package at approximately \$900,000. When asked about the cost of the signage specifically, Mr. Morton replied that it was too early to provide that level of detail and stated that the final design would be Council’s decision.

Ms. Cloyd stated that the concepts appeared contemporary and suggested reviewing additional regional examples to ensure the City establishes the desired identity. Mr. Hickman commented that signs located within roundabouts could be damaged by vehicles and require replacement. Mr. Morton asked whether Council supported establishing roundabout standards to provide consistency throughout the City. Mrs. McElfresh expressed support, and Ms. Cloyd agreed with establishing standards but requested additional examples before adopting a citywide design. Mr. Morton stated that concepts used by other communities are not public and that he favored the concepts presented. Mr. Funk commented that a low stone wall could provide protection from vehicles, but questioned how it would fit within the shape of the roundabout. Council generally discussed the concepts and design preferences. Mr. Brown asked whether future standardized roundabouts would all include signage, and Mr. Morton replied that they would not, noting that the Mason Road and Butler Warren Road intersection has long been viewed as a gateway into the City.

Mr. Hickman asked if the Public Works trucks can include “City of Monroe” beneath the “M.” Mr. Morton said that staff can look into this in terms of the branding guide, staff would just need to get new truck stickers.

Mr. Hickman asked about an expected visitor regarding water rates, and Mrs. Combs replied that Mr. Rizkallah planned to address Council on June 23. Mr. Hickman also inquired about a previous visitor from Majestic Care and whether there were any updates regarding water rates. Mr. Lester stated that he had left



a voicemail but had not spoken with the representative since the previous Council meeting. He added that he had not received direction to reduce rates and offered to answer any additional questions. Mr. Hickman noted that water rates are currently a significant topic and expressed concern that any rate reduction granted to one business would need to be applied uniformly.

Adjournment

Mrs. McElfresh moved to adjourn; seconded by Mr. Hickman. Voice vote: six ayes. Motion carried.

The regular meeting of Council adjourned at 8:04 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

ORDINANCE NO. 2026-16

AN ORDINANCE APPROVING A FINAL PLAT FOR SECTION 5, BLOCK E, IN THE MONROE CROSSINGS SUBDIVISION.

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

SECTION 1: The Council of the City of Monroe hereby approves the Final Plat for Section 5, Block E, in the Monroe Crossings Subdivision upon receipt of proper bonding, payment of all application review and inspection fees, submission of digital files compatible with the City's GIS, and a complete file of all As-Built drawings.

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: _____



Basis of Bearing:

VOLUME 61, PAGE 100

0 50 100

SCALE: 1" = 50'

LOT CURVE TABLE					LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord	Curve	Delta	Radius	Length	Chord
C-1	20'28'35"	175.00'	62.54'	S130'14"E 62.21'					
C-2	33'09'41"	175.00'	101.29'	S39'50'49"E 99.88'					
C-3	2'51'59"	1475.00'	73.79'	S57'51'39"E 73.78'					
C-4	3'20'20"	1475.00'	85.96'	S60'57'48"E 85.94'					
C-5	3'20'12"	1475.00'	85.90'	S64'18'04"E 85.88'					
C-6	3'20'04"	1475.00'	85.84'	S67'38'13"E 85.83'					
C-7	2'14'06"	1475.00'	57.54'	S70'25'18"E 57.53'					
C-8	45'44'54"	35.00'	27.95'	N85'35'12"E 27.21'					
C-9	32'45'25"	50.00'	28.59'	N79'05'28"E 28.20'					
C-10	47'55'30"	50.00'	41.82'	S60'34'05"E 40.61'					
C-11	47'55'30"	50.00'	41.82'	S12'38'35"E 40.61'					
C-12	15'00'21"	13.09'	13.09'	S18'49'20"W 13.06'					
C-13	20'35'54"	35.00'	12.58'	S16'01'34"W 12.52'					
C-14	78'02'26"	20.00'	27.24'	N33'17'37"W 25.18'					
C-15	2'54'09"	1525.00'	77.25'	N70'51'45"W 77.24'					
C-16	2'55'44"	1525.00'	77.96'	N67'56'49"W 77.95'					
C-17	2'55'44"	1525.00'	77.96'	N65'01'05"W 77.95'					
C-18	2'55'44"	1525.00'	77.96'	N62'05'21"W 77.95'					
C-19	2'55'44"	1525.00'	77.96'	N59'09'37"W 77.95'					
C-20	1'16'05"	1525.00'	33.75'	N57'03'43"W 33.75'					
C-21	15'36'58"	225.00'	61.32'	N48'37'11"W 61.13'					
C-22	17'17'49"	225.00'	67.92'	N32'09'48"W 67.67'					
C-23	17'17'49"	225.00'	67.92'	N14'51'59"W 67.67'					
C-24	3'25'41"	225.00'	13.46'	N04'30'14"W 13.46'					

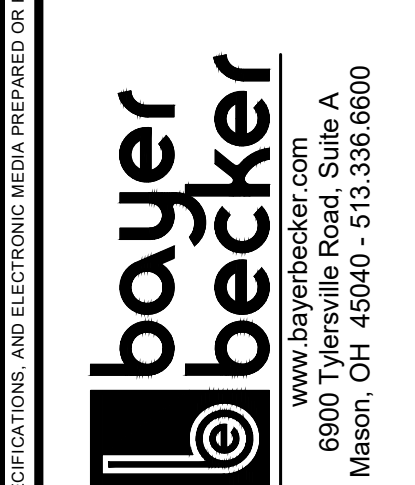
CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CC-25	53'38'16"	200.00'	187.23'	S29'36'32"E 180.47'
CC-26	15'53'10"	1500.00'	415.89'	S64'22'15"E 414.56'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-27	1'12'35"	1475.00'	31.14'	S58'41'21"E 31.14'
EC-28	23'03'25"	35.00'	14.08'	S83'04'03"E 13.99'
EC-29	9'14'39"	50.00'	8.07'	N06'41'50"E 8.06'

EASEMENT LINE TABLE		
Line	Direction	Distance
EL-1	S32'18'15"W	14.67'
EL-2	N55'57'44"W	10.27'
EL-3	S62'25'23"E	214.27'
EL-4	S63'45'22"E	153.14'
EL-5	S63'45'22"E	12.25'
EL-6	S05'41'06"W	254.44'
EL-7	S74'03'08"E	44.60'
EL-8	S17'26'56"W	113.89'
EL-9	S17'30'40"E	54.72'
EL-10	S44'30'11"E	137.75'

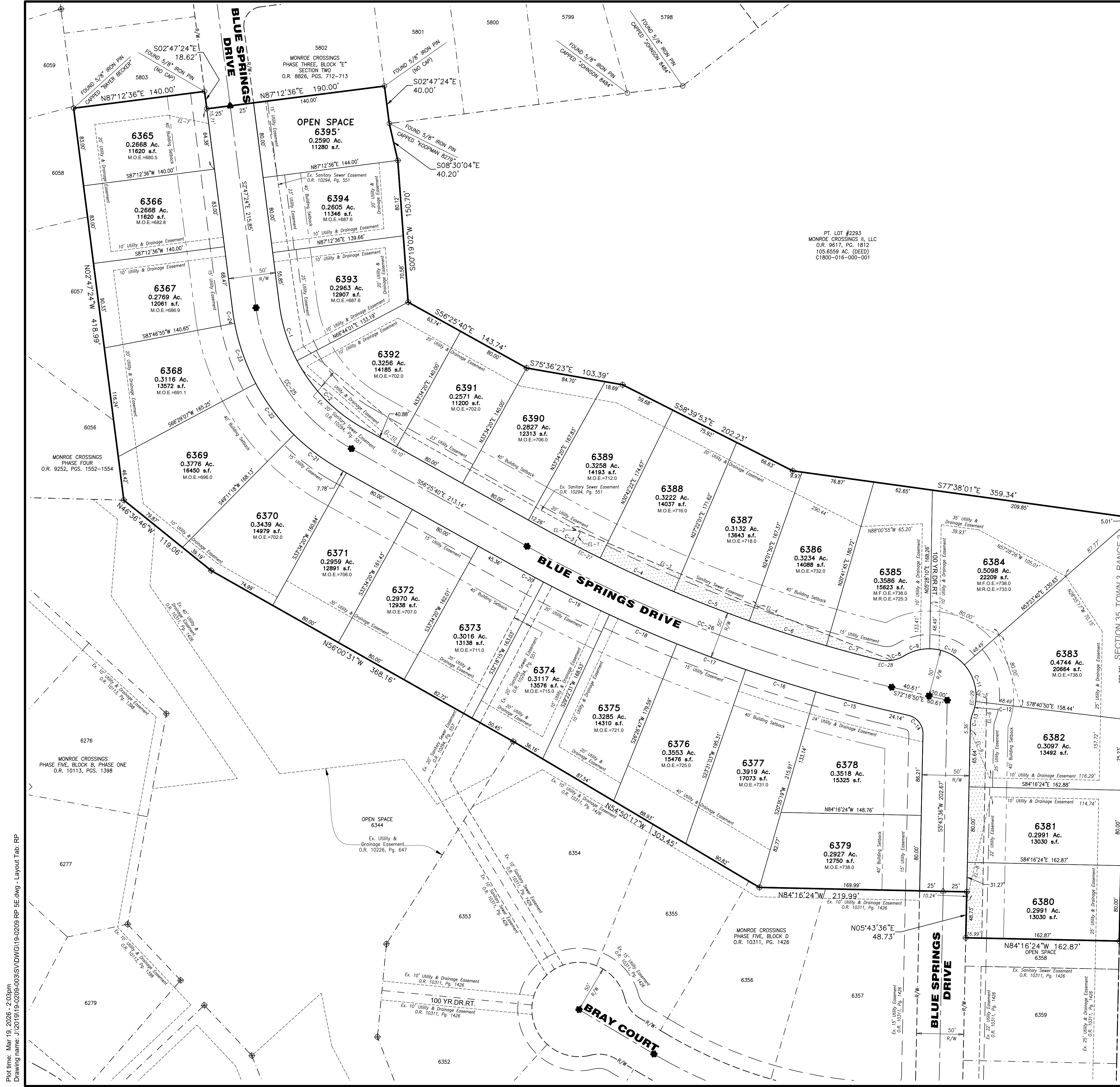
Item	Revision Description	Date	Drawn	Chk
1	REVISED UTILITY EASEMENTS PER DUKE COMMENTS	2/27/26	TAC	

MONROE CROSSINGS
SECTION FIVE, BLOCK E
 SECTION 35, TOWN 3, RANGE 3 B7M
 CITY OF MONROE
 BUTLER COUNTY, OHIO
 RECORD PLAT



Drawing: 19-0209 RP SE
 Drawn by: PAH
 Checked by: TME
 Issue Date: 2-3-26
 Sheet:

2/2



BENCHMARK
 FOUND MAG SPIKE AT THE
 INTERSECTION OF BLUE SPRINGS
 DRIVE AND BRAY COURT
 ELEVATION = 752.30'

TOTAL ACREAGE
 TOTAL LOTS: 9.7275 ACRES
 TOTAL RIGHT-OF-WAY: 1.5280 ACRES
 TOTAL OPEN SPACE: 0.2590 ACRES
 TOTAL AREA OF SUBDIVISION: 11.5145 ACRES

CENTERLINE LENGTH
 BLUE SPRINGS DRIVE: 1295.39 L.F.

- NOTES:**
1. BASIS OF BEARINGS: SURVEY VOLUME 61, PAGE 100.
 2. PRIOR DEED REFERENCE: OFFICIAL RECORD 9617, PAGE 1812.
 3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
 4. LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT.
 5. ALL DOCUMENTS USED AS SHOWN.
 6. TYPICAL FIVE (5) FOOT PRIVATE DRAINAGE EASEMENT PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.
 7. *OPEN SPACE 6395 IS COVERED BY A UTILITY & DRAINAGE EASEMENT IN ITS ENTIRETY

- LEGEND**
- Found 5/8" Iron Pin capped "Bayer Becker" (unless otherwise noted)
 - ⊕ Found 1" Iron Pin capped "Bayer Becker"
 - ⊙ Found MAG Nail
 - ⊙ Found MAG Spike
 - Set MAG Nail
 - Set MAG Spike
 - R/W = Right of Way
 - M.O.E. = MINIMUM OPENING ELEVATION
 - M.F.O.E. = MINIMUM FRONT OPENING ELEVATION
 - M.R.O.E. = MINIMUM REAR OPENING ELEVATION
 - Sanitary Sewer Easement
 - 100 YR.DR.RT. = 100-YEAR DRAINAGE ROUTE

Plot time: Mar 19, 2026 - 2:03pm
 Drawing name: J:\2019\19-0209-003\SDWDWG19-0209 RP SE.dwg - Layout Tab: RP

Kevin Lanham

2010 Dana Ave.

Cincinnati OH.

Kevin.Lanham@Duke-Energy.com

Duke Energy Distribution Design

5-13-26

To Whom it may Concern,

Duke Energy is currently in progress of construction at 3527 Blue Springs Dr. in Monroe Ohio 45050. As a part of this process we have identified a date of 5-30-26 as a target date for the conclusion of our construction for electric facilities. This date is weather-dependent as well as personnel dependent, however this represents our closest approximation of when our facilities will be completed in the field.

-Thanks!

-Kevin Lanham





Application for a Major Subdivision

Monroe Development Department
233 South Main Street, Monroe, Ohio 45050
Phone: 513-539-7374
planning@monroehio.gov
www.monroehio.gov

For Staff Use Only

Submittal Date:

Date Application Determined Complete:

Date of Planning Commission Review:

Fee Paid:

Staff Initials:

Application Number:

Major Subdivision Review Information

1. The major subdivision procedure is required for the approval of subdivisions of six or more lots or a subdivision that will result in the creation of a new street or new/major extension of infrastructure.
2. The major subdivision procedure and review criteria are established in Section 1207.31 and 1207.32 of the Monroe Planning and Zoning Code.
3. Prior to submitting this application, applicants are required to meet with Development Department staff for a pre-application conference. Please contact the department to schedule the conference.
4. The major subdivision process includes the review and decision on a preliminary plat, construction drawings (improvements), bonding, and a final plat.
5. Approval of a preliminary plat does not constitute approval to begin construction on any improvements. Performance guarantees, along with approval of construction drawings, are required prior to construction of any improvements (e.g., streets, sewer, water lines, drainage, etc.).
6. Approval of a final plat does not constitute approval to construct buildings or establish uses. Applicants with approved and recorded final plats are required to submit all other applicable forms (e.g., site plan review, zoning permit, conditional use, etc.).
7. Upon the recording of any plat, the subdivider shall furnish a digital copy of the recorded plat showing the date, plat book and page, etc., as recorded.
8. The application fee is due at the time the application fee is submitted respectively for a preliminary plat, final plat, amendment to a previously approved plat, and construction drawings. The fee schedule is located in Chapter 286 Fees of the Monroe Code of Ordinances.

Basic Project and Site Information (For Original Lot)

For which of the following are you seeking approval?

Preliminary Plat Construction Drawings Final Plat Amendment to a Previously Approved Plat

Project Address: North of Hankins Rd., East of Shawn Dr., North of Morgan Drive

County: Butler Warren Total Subdivision Area: 11.5145

County Tax Parcel ID: C1800-016-000-001

Project/Subdivision Name: Monroe Crossings Section Five Block E

Existing Zoning District: R-3 PUD

Will new rights-of-way be created? Yes No

How many new lots will be created with this subdivision? 30 single family residential lots and 1 open space lot

What is the average lot size in square feet? 12,800 sq.ft

What is the average lot width? 80 ft

What is the proposed residential density (dwelling units per acre)? 2.60 Units / Acre

Project Address or Tax Parcel ID: C1800-016-000-001

Additional Project Information

Does the property lie within the 100-year floodplain? Yes No

How many phases of the subdivision do you anticipate? last phase is yet to be recorded

Applicant Information

Applicant Name: Monroe Crossings II LLC

Contact Person: Alan Schmidt Sr.

Contact Address: 9679 Cincinnati-Columbus Road, Cincinnati, OH 45241

Contact Phone Number: 513-532-7575

Contact Fax Number:

Contact E-Mail: aschmidt@schmidtbuilders.com

Property Owner Name: Monroe Crossings Inc.

The applicant may attach a separate sheet of a paper with contact information for additional people, if necessary (e.g., additional owners, registered engineer, landscape architect, etc.). The same contact information shall be provided for each contact name.

Additional Project Information

1) Provide a brief description of the project including the proposed use of the new lots.

Construction of 30 single family residential lots and 1 open space lot.

2) Will you be requesting a variance of the subdivision design and improvement standards or any applicable site development standards? If yes, please describe the standards you will be requesting to vary and the extent of such variance.

No

Project Address or Tax Parcel ID: C1800-016-000-001

Certification and Signatures

Applicant Signature - I certify that, to the best of my knowledge, the information contained in this form and within any attachments is correct and truthful. I understand that knowingly falsifying this information may be grounds for the denial or revoking of this application and any subsequent zoning permit or other review applications.

Print Name: Alan Schmidt Sr.

Signature: 

Date: 4-20-26

Property Owner Signature - If the property owner is not the named applicant on this form, the property owner shall sign the form below acknowledging that the applicant is an authorized agent of the property owner as it relates to proposed project. If the major subdivision application is for multiple properties, a signature from each property owner is required.

Print Name: Alan Schmidt Sr.

Signature: 

Date: 4-20-26

Note: A letter signed by the property owner, authorizing the applicant to act on their behalf may be submitted in lieu of the property owner's signature on this form.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Digital Submittal Requirements

- All document applications shall be submitted in a compatible electronic format to planning@monroehio.gov.
- All site plan materials, in map format, shall be submitted in a format compatible with the city's Geographic Information Systems (i.e. shapefile, geodatabase, or dwg) and shall be appropriately projected.

General Information

- Major Subdivision Application Form.
- Traffic impact study, if required by the City Engineer.
- Any additional information determined to be necessary by the Development Department.
- All plats must comply with the minimum requirements of the applicable county recorder's office and/or tax map supervisor as they have final authority on plat acceptability.
- All plats shall have a suitable, prominently lettered title, and border line placed with a margin of not less than 2-inch on all sides. All lettering shall be well-defined in a manner that allows for ease of reproduction (e.g., no lettering in shaded areas).

Location Map (No smaller than 1" = 400')

Submitted with all plats, may be submitted on separate sheet or on the individual plat

- Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
- Boundary of the proposed subdivision, indicated in heavy lines
- All existing and proposed streets related to the subdivision including those existing streets within 500 feet of the proposed subdivision
- All surrounding properties, streets, and corporation limits within a minimum of 500' of the outer boundaries of the project site

Preliminary Plat (No smaller than 1" = 100')

Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

- Application fee
- Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
- The name of the subdivision
- Names and addresses of the owner, subdivider, land planning consultant, engineer or registered land surveyor who prepared the plat
- Streets and rights-of-way adjoining and on the site of the proposed subdivision, showing the street names and including roadway widths, approximate gradients, types and width of pavement, curbs, planting strips and other pertinent data
- All lot lines adjacent to and abutting the subdivision
- Layouts of the lots showing approximate dimensions, lot numbers and centerline radius of streets
- Approximate gross square footage of lots not including rights-of-way
- Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes
- Easements, existing and proposed, showing locations, widths and purposes
- Building setback and yard lines and dimensions
- Location and size of nearest water main, sewer outlet and other pertinent utilities
- Location type and approximate size of utilities to be installed
- Location and width of all existing and proposed sidewalks and trails
- Tract boundary lines showing dimensions, bearings, angles and references to known land lines
- Contours at vertical intervals of two feet, if the general slope of the site is less than 16%, and at vertical intervals of five feet if the general slope is 16% or greater

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

<input type="checkbox"/>	Tree masses and all individual trees having a diameter of 12 inches or greater
<input type="checkbox"/>	A street tree plan including the location and type of proposed street trees
<input type="checkbox"/>	Natural features such as rock outcroppings, streams, creeks, etc. should be defined within the limits of construction indicated.
<input type="checkbox"/>	Location of existing structures
<input type="checkbox"/>	A preliminary copy of the deed restrictions and covenants that would be placed upon the subdivision
<input type="checkbox"/>	Landscaping plans and proposed limits on the location and intensity of signs, advertising and off-street parking in the case of a proposed subdivision for industrial or commercial use.
<input type="checkbox"/>	Location of existing or proposed buried debris
<input type="checkbox"/>	Minimum basement elevations for sanitary sewer service analysis
<input type="checkbox"/>	A Development Summary Chart that should provide a summary of the typical lot size, quantity of lots, number of housing units, total acreage of the development, total acreage (by phase) of open space, total acreage dedicated for each type of use
<input type="checkbox"/>	All survey information shall be tied into horizontal and vertical control provided by the City Engineer

Preliminary Drainage Plan - Submitted as Part of the Preliminary Plat

<input type="checkbox"/>	A preliminary drainage design that will serve the area being developed and that will be compatible to any adjacent storm drainage system with a clear and unobstructed outlet
<input type="checkbox"/>	The plan shall show the general suitability of the proposed development to support a storm water management system
<input type="checkbox"/>	The plan shall be submitted on a 2-foot topographical contour map and should consist of two parts: <ul style="list-style-type: none"> • The major system is comprised of the 100-year flood route. The system should be laid out in a manner as to direct all excess storm water into the detention or retention area. • The minor system is comprised of storm sewers, inlets, etc.
<input type="checkbox"/>	That plan shall include: <ul style="list-style-type: none"> • The approximate size and location of detention or retention facilities, which are required for each subdivision. • The approximate location of any 100-year flood boundary areas.
<input type="checkbox"/>	The developer, owner or their engineer may apply to the Planning Commission for an exception to the detention or retention requirements. Each request shall be accompanied by a study showing the effects of the proposed and required drainage system on the watershed it is located in.

Construction Drawings – The minimum plan size shall be 24" x 36". Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

<input type="checkbox"/>	Application fee
<input type="checkbox"/>	Date, north arrow, scale, and a legend for all symbols
<input type="checkbox"/>	Evidence shall be provided that such plans have been duly approved by the Ohio Environmental Protection Agency, the applicable county health department, or any other governing agencies or departments when approval by such agencies is required by law
<input type="checkbox"/>	Construction drawings showing all improvements, including storm and sanitary sewers, culverts, water and gas mains, with typical cross-sections of streets, profiles and any necessary special details
<input type="checkbox"/>	Map showing division of drainage runoff areas and a complete set of storm water calculations determining pipe or ditch channel sizes and detention/retention volumes and routing
<input type="checkbox"/>	NOTE: In the preparation of construction or improvement plans, every reasonable effort shall be made to avoid placing utility pipe lines, storm and sanitary sewer pipe lines (but not including service connections which must necessarily cross the streets) under pavements or curbs.
<input type="checkbox"/>	As-built drawings.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Final Plat (No smaller than 1" = 100').

Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

<input checked="" type="checkbox"/>	Application fee
<input checked="" type="checkbox"/>	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
<input checked="" type="checkbox"/>	The name of the subdivision
<input checked="" type="checkbox"/>	A copy of the approved preliminary plat, marked to show the outline of the phase being submitted as a final plat
<input checked="" type="checkbox"/>	All dimensions shall be shown in feet and decimals of a foot.
<input checked="" type="checkbox"/>	Accurate boundary lines, with dimensions and bearings or angles, which provide a survey of the tract, closing with an error of closure of not more than 1 foot in 10,000 feet, thereafter adjusted to close precisely.
<input checked="" type="checkbox"/>	Accurate distances and directions to the nearest established street corner or official monuments. Reference comers shall be accurately described on the final plat.
<input checked="" type="checkbox"/>	Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
<input checked="" type="checkbox"/>	All data that would be necessary for an accurate metes and bounds legal description of the property included. The area shall be shown to the nearest 1/1,000 of an acre.
<input checked="" type="checkbox"/>	Right-of-way lines of streets, easements and other rights-of-way, and property lines of lots and other tracts, with accurate dimensions, bearings and curve data, including radii, arcs, lengths, points of tangency and central angles.
<input checked="" type="checkbox"/>	Name and right-of-way width for each street or other right-of-way.
<input checked="" type="checkbox"/>	Location, dimensions and purposes of any easement shown by lightly dashed lines.
<input checked="" type="checkbox"/>	Location of swales, ditches, storm sewers and any other drainage systems.
<input checked="" type="checkbox"/>	Number to identify each lot or site, using lot numbers designated by the County Auditor, where the Auditor has such designation.
<input checked="" type="checkbox"/>	Building setback or yard lines and dimensions.
<input checked="" type="checkbox"/>	Location, type and material of all monuments and lot markers.
<input checked="" type="checkbox"/>	Names of owners adopting such plat, with owner or owners' signatures properly notarized.
<input checked="" type="checkbox"/>	Deed or acknowledgments, protective covenants or restrictions, statements of dedication of streets or roadways personally signed by owner or owners and duly notarized. (Mortgage release shall be provided for all dedicated streets or public areas where subdivided land is mortgaged, and shall be of record when plat is approved by Council.)
<input checked="" type="checkbox"/>	Names of recorded owners of adjoining unplatted land, shown by medium dashed lines.
<input checked="" type="checkbox"/>	Reference to recorded subdivision plats of adjoining platted land by recorded name, plat book and page, shown by medium dashed lines.
<input checked="" type="checkbox"/>	Restrictions which will run with the land and become covenants in the deeds for lots. Where restrictions and protective covenants become of considerable length, they may be filed on a separate instrument with reference on the plat indicating book and page where instrument is recorded.
<input checked="" type="checkbox"/>	Certification by the registered surveyor with registration number and seal affixed to all documents of the final plat
<input checked="" type="checkbox"/>	Certification by the registered surveyor or registered professional engineer, stating that all lot dimensions and areas conform to the requirements of the zoning district in which it is located
<input checked="" type="checkbox"/>	Deed of dedication of all public area
<input checked="" type="checkbox"/>	Certificate for approval by the Director of Development
<input checked="" type="checkbox"/>	Certificate for approval by the City Engineer
<input checked="" type="checkbox"/>	Certificate for approval by the Board of Health and/or the Butler County Sanitary Engineer
<input checked="" type="checkbox"/>	Certificate for approval by Council

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

<input type="checkbox"/>	Where numerous existing lots are being replatted, the record plat shall also be accompanied by a Title Reference Plat, which shall show the new lots in solid lines superimposed over the old lots shown in short dash lines. This plat shall be made for recording purposes.
<input type="checkbox"/>	Letters from each utility not controlled by the City indicating that the facilities and structures have passed inspection, if installed by developer's contractor.
<input type="checkbox"/>	Reference to a homeowner's association or similar legal entity's responsibility to perpetually maintain all detention/retention basins where applicable and include a photocopy of the perpetual maintenance agreement to be recorded along with the final plat documents.

April 27, 2026

Jameson Cole
City of Monroe Development Department
233 S. Main Street.
Monroe, OH 45050

Re: Monroe Crossings Section 5, Block E
Final Plat

Please see the enclosed documents for Final Plat for Monroe Crossings Section 5, Block E.

1. Completed Application
2. Application Fee of \$2,325 made out to *City of Monroe*
3. 8 full size (24"x36") and 8 reduced size (11"x17") copies of the Final Plat
4. A copy of the Preliminary Plat with Block E outlined

A digital submission has also been submitted to planning@monroeohio.gov.

Please place this on the first available City Council Agenda.

Should you have any questions, or need any additional information, please do not hesitate to contact us.

Sincerely,

Elaine Hopkins

Elaine Hopkins
elainehopkins@bayerbecker.com
513-466-8081

RESOLUTION NO. 37-2026

A RESOLUTION APPROVING AN ADDENDUM TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONROE AND LARRY LESTER.

WHEREAS, the City entered into an Employment Agreement with Larry Lester on December 12, 2023; and

WHEREAS, Council desires to amend the original Employment Agreement as set forth herein.

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

SECTION 1: The Mayor is hereby authorized to enter into an amended Employment Agreement by and between the City of Monroe and Larry Lester, pursuant to the terms set forth in “Exhibit A” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF MONROE AND LARRY LESTER

The Employment Agreement between the City of Monroe (“City”) and Larry Lester (“Employee”), effective December 12, 2023, is hereby amended as follows:

The parties agree to amend the introductory paragraph of Section 2 (Term of Agreement) as follows:

The initial term of this agreement shall be for three years (December 12, 2023 to December 11, 2026). Upon conclusion of the initial three-year term, the first renewal term shall be for two years, expiring December 11, 2028. Any subsequent renewal of this Agreement shall commence at least six months prior to its expiration.

All other provisions of the Agreement remain unchanged by this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed this ____ day of June, 2026.

CITY OF MONROE, OHIO

CITY MANAGER

Mayor

Larry Lester

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Law Director

CERTIFICATE OF MEMBERSHIP

The undersigned, City Manager of the City of Monroe, Counties of Butler and Warren, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$5,000,000 Various Purpose Limited Tax General Obligation Bond Anticipation Notes, Series 2025, 2026 Renewal, dated the date of their issuance:

Mayor	<u>Keith Funk</u>
City Manager	<u>Larry Lester</u>
Director of Finance	<u>Jacob Burton</u>
Clerk of Council	<u>Beth Combs</u>
Vice Mayor, Member of Council	<u>Christina McElfresh</u>
Member of Council	<u>Jordan Brown</u>
Member of Council	<u>Michael Graves</u>
Member of Council	<u>Molly Cloyd</u>
Member of Council	<u>Tom Hagedorn</u>
Member of Council	<u>Todd Hickman</u>
Solicitor	<u>Jack B. Hemenway</u>

City Manager

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Monroe, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$5,000,000 of bonds, for the purpose of (i) refinancing outstanding notes originally issued for the purpose of acquiring real property to construct a public works building; and (ii) site development for construction of a public works building; and paying related costs, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is thirty (30) years, and the maximum maturity of notes issued in anticipation thereof is seventeen (17) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2026.

Finance Director

ORDINANCE NO. 2026-17

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,000,000 OF VARIOUS PURPOSE GENERAL OBLIGATION BOND ANTICIPATION NOTES, 2026 RENEWAL, BY THE CITY OF MONROE, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS.

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as thirty (30) years, and of notes issued in anticipation thereof as eighteen (18) years; and

WHEREAS, the City has previously issued bond anticipation notes which are outstanding in the amount of \$5,000,000, which are about to mature and which should be renewed in a like or reduced amount.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE (HEREINAFTER CALLED THE "CITY"), BUTLER AND WARREN COUNTIES, OHIO, THAT:

SECTION 1: That it is hereby declared necessary to issue bonds of the City of Monroe, Counties of Butler and Warren, Ohio, in the principal amount of not to exceed \$5,000,000 bearing interest estimated at five and one half per centum (5.50%) per annum and maturing over a period of not more than thirty (30) years, for the purpose of refinancing notes originally issued for the purpose of acquiring real property and site development to construct a public works building.

SECTION 2: That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$5,000,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3: That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the certificate of award ("Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4: That the City Manager and Finance Director, or either of them, is hereby authorized to combine these notes with one other issue of notes authorized under separate legislation for the purpose of acquiring and providing for the projects into single consolidated issue of notes for the purposes of their sale as a single issue. If so combined: the consolidated issue of notes shall be known as "Public Works Building Limited Tax General Obligation Bond Anticipation Notes, Series 2026"; such consolidation issue shall be dated, mature, bear interest, be executed, and be denominated in a manner consistent with the provisions of this Ordinance relating to the notes authorized herein. The proceeds from the sale of such consolidated issue shall be apportioned, deposited and credited in accordance with the amount of notes authorized by this Ordinance and the amount of notes authorized by the Ordinance providing for the issuance of: not to exceed \$13,675,000 Building Improvement Limited Tax General Obligation Bond Anticipation Notes, Series 2026.

SECTION 5: That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated “Various Purpose General Obligation Limited Tax Bond Anticipation Notes, Series 2025, 2026 Renewal,” and shall be payable at the office of the Finance Director or such bank or trust company as is designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 6: That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the Original Purchaser delivers to the City a certificate acknowledging that the Original Purchaser will sell the notes to no more than 35 persons, each of whom the Original Purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the notes.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 7: That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 8: That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 9: That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances

and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 10: That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 11: All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance, including a note purchase agreement between the City and the purchaser of the Notes, if so requested by the purchaser.

SECTION 12: That this Council hereby authorizes the City to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that (a) participation in the Program is in the best interests of the City and (b) the City Manager or the Finance Director affirmatively elects to participate in the Program in the Certificate of Award.

SECTION 13: That the Standby Note Purchase Agreement (the “Standby Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the authorized signatories of the City executing the Standby Purchase Agreement, as provided in this ordinance. The City acknowledges the agreement of the Treasurer of State in the Standby Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid, and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes levied within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excludible from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the City acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

The City Manager and the Finance Director, as the officers signing the Notes, are authorized to take all actions that may in their judgment reasonably be necessary to provide for such Standby

Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Standby Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Notes for purchase by the Treasurer of State at stated maturity.

This Council hereby authorizes further representations, warranties, and/or covenants to be made regarding the City's participation in the Program by virtue of the Certificate of Award and/or other Program documents, subject to review and approval by legal counsel to the City.

SECTION 14: That the firm of Dinsmore & Shohl LLP, is hereby engaged as the City's "bond counsel" pursuant to the engagement letter on file with the City.

SECTION 15: The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 16: That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 17: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 18: 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: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Butler County Auditor.

Clerk of Council

DATED: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Butler County Auditor

Dated: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Warren County Auditor.

Clerk of Council

Dated: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Warren County Auditor

Dated: _____

Schedule Of Events



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

(\$3.2M Land & \$1.8M excavating & \$13.675M new money)

Pricing: 8/5/2026
 Dated: 8/20/2026
 Maturity: 8/4/2027

Version: May 29, 2026

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holidays: June 19, July 3/4

Responsible Parties:	Issuer:	City of Monroe	CM
	Bond Counsel:	Dinsmore & Shohl	DS
	Municipal Advisor:	Bradley Payne Advisors	BPA
	Underwriter:	KeyBanc Capital Markets	UW

<u>Date</u>	<u>Description</u>	<u>Responsibility</u>
June 12	Legal Documents sent to the City	DS
June 23	City Council Meeting - 1st Reading	CM
June 25	Request OMAC Report	UW
week of July 12	Due Diligence Call	All
July 14	City Council Meeting - 2nd Reading and Emergency Passage	CM
July 28	Send Documents to Investors	UW
August 4	Pre-Pricing Call (afternoon)	All
August 5	Price Notes - Sign Note Purchase Agreement	UW & CM
August 5 - 20	Closing Documents Prepared & Distributed	DS
August 20	Close Notes (Wire Proceeds)	ALL
November 17	2025 BAN Matures	

Distribution List



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

Pricing:	<u>8/5/2026</u>
Dated:	<u>8/4/2027</u>
Maturity:	<u>8/4/2027</u>

Issuer

City of Monroe, Ohio

233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman (513) 680-2292
Assistant City Manager waggamank@monroeohio.org

Jake Burton (513) 537-7374 x1008
Finance Director burtonj@monroeohio.org

Bond Counsel

Dinsmore & Shohl

255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer (513) 639-9217
Partner Brenda.wehmer@dinsmore.com

Nancy Porras (513) 639 9242
Nancy.porras@dinsmore.com

Paying Agent

Argent Institutional Trust Company

4343 Easton Commons, Suite 120
Columbus, OH 43219

June Schafer (614) 681-6863
jschafer@argentfinancial.com

Municipal Advisors

Bradley Payne Advisors

11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart (513) 509-0743
Partner AB@BPayneAdvisors.com

Heather Arling (513) 315-8388
Director HA@BPayneAdvisors.com

Zach Logan (513) 773-4469
Director zl@bpayneadvisors.com

Underwriter

Key Banc Capital Markets, Inc.

88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett (614) 460-3463
Managing Director david.tiggett@key.com

Jessica Stoner (216) 689-0643
Analyst jessica.r.stoner@key.com

Catherine Thompkins (216) 256-5795
Senior Counsel Catherine_c_tompkins@keybank.c

CERTIFICATE OF MEMBERSHIP

The undersigned, City Manager of the City of Monroe, Counties of Butler and Warren, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$13,675,000 Building Improvement Limited Tax General Obligation Bond Anticipation Notes, Series 2026, dated the date of their issuance:

Mayor	<u>Keith Funk</u>
City Manager	<u>Larry Lester</u>
Director of Finance	<u>Jacob Burton</u>
Clerk of Council	<u>Beth Combs</u>
Vice Mayor, Member of Council	<u>Christina McElfresh</u>
Member of Council	<u>Jordan Brown</u>
Member of Council	<u>Michael Graves</u>
Member of Council	<u>Molly Cloyd</u>
Member of Council	<u>Tom Hagedorn</u>
Member of Council	<u>Todd Hickman</u>
Solicitor	<u>Jack B. Hemenway</u>

City Manager

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Monroe, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$13,675,000 of bonds, for the purpose of construction of a public works building; and paying related costs, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is thirty (30) years, and the maximum maturity of notes issued in anticipation thereof is twenty (20) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2026.

Finance Director

ORDINANCE NO. 2026-18

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,675,000 OF BUILDING IMPROVEMENT GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2026, BY THE CITY OF MONROE, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS.

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as thirty (30) years, and of notes issued in anticipation thereof as twenty (20) years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE (HEREINAFTER CALLED THE "CITY"), BUTLER AND WARREN COUNTIES, OHIO, THAT:

SECTION 1: That it is hereby declared necessary to issue bonds of the City of Monroe, Counties of Butler and Warren, Ohio, in the principal amount of not to exceed \$13,675,000 bearing interest estimated at five and one half per centum (5.50%) per annum and maturing over a period of not more than thirty (30) years, for the purpose of construction of a public works building.

SECTION 2: That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$13,675,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3: That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the certificate of award ("Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4: That the City Manager and Finance Director, or either of them, is hereby authorized to combine these notes with one other issue of notes authorized under separate legislation for the purpose of acquiring and providing for the projects into single consolidated issue of notes for the purposes of their sale as a single issue. If so combined: the consolidated issue of notes shall be known as "Public Works Building Improvement Limited Tax General Obligation Bond Anticipation Notes, Series 2026"; such consolidation issue shall be dated, mature, bear interest, be executed, and be denominated in a manner consistent with the provisions of this Ordinance relating to the notes authorized herein. The proceeds from the sale of such consolidated issue shall be apportioned, deposited and credited in accordance with the amount of notes authorized by this Ordinance and the amount of notes authorized by the Ordinance providing for the issuance of: not to exceed \$5,000,000 Various Purpose Limited Tax General Obligation Bond Anticipation Notes, Series 2025, 2026 Renewal.

SECTION 5: That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Building Improvement General Obligation Limited Tax Bond Anticipation Notes, Series 2026," and shall be payable at the office of the Finance Director or such bank or trust company as is designated by the

Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 6: That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the Original Purchaser delivers to the City a certificate acknowledging that the Original Purchaser will sell the notes to no more than 35 persons, each of whom the Original Purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the notes.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 7: That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 8: That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 9: That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 10: That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 11: All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance, including a note purchase agreement between the City and the purchaser of the Notes, if so requested by the purchaser.

SECTION 12: That this Council hereby authorizes the City to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that (a) participation in the Program is in the best interests of the City and (b) the City Manager or the Finance Director affirmatively elects to participate in the Program in the Certificate of Award.

SECTION 13: That the Standby Note Purchase Agreement (the “Standby Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the authorized signatories of the City executing the Standby Purchase Agreement, as provided in this ordinance. The City acknowledges the agreement of the Treasurer of State in the Standby Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid, and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes levied within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excludible from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the City acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

The City Manager and the Finance Director, as the officers signing the Notes, are authorized to take all actions that may in their judgment reasonably be necessary to provide for such Standby Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Standby Purchase

Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Notes for purchase by the Treasurer of State at stated maturity.

This Council hereby authorizes further representations, warranties, and/or covenants to be made regarding the City's participation in the Program by virtue of the Certificate of Award and/or other Program documents, subject to review and approval by legal counsel to the City.

SECTION 14: That the firm of Dinsmore & Shohl LLP, is hereby engaged as the City's "bond counsel" pursuant to the engagement letter on file with the City.

SECTION 15: The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 16: That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 17: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 18: 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: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Butler County Auditor.

Clerk of Council

Dated: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Butler County Auditor

Dated: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Warren County Auditor.

Clerk of Council

Dated: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Warren County Auditor

Dated: _____

Schedule Of Events



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

(\$3.2M Land & \$1.8M excavating & \$13.675M new money)

Pricing: 8/5/2026
 Dated: 8/20/2026
 Maturity: 8/4/2027

Version: May 29, 2026

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holidays: June 19, July 3/4

Responsible Parties:	Issuer:	City of Monroe	CM
	Bond Counsel:	Dinsmore & Shohl	DS
	Municipal Advisor:	Bradley Payne Advisors	BPA
	Underwriter:	KeyBanc Capital Markets	UW

<u>Date</u>	<u>Description</u>	<u>Responsibility</u>
June 12	Legal Documents sent to the City	DS
June 23	City Council Meeting - 1st Reading	CM
June 25	Request OMAC Report	UW
week of July 12	Due Diligence Call	All
July 14	City Council Meeting - 2nd Reading and Emergency Passage	CM
July 28	Send Documents to Investors	UW
August 4	Pre-Pricing Call (afternoon)	All
August 5	Price Notes - Sign Note Purchase Agreement	UW & CM
August 5 - 20	Closing Documents Prepared & Distributed	DS
August 20	Close Notes (Wire Proceeds)	ALL
November 17	2025 BAN Matures	

Distribution List



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

Pricing:	<u>8/5/2026</u>
Dated:	<u>8/4/2027</u>
Maturity:	<u>8/4/2027</u>

Issuer

City of Monroe, Ohio

233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman (513) 680-2292
Assistant City Manager waggamank@monroeohio.org

Jake Burton (513) 537-7374 x1008
Finance Director burtonj@monroeohio.org

Bond Counsel

Dinsmore & Shohl

255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer (513) 639-9217
Partner Brenda.wehmer@dinsmore.com

Nancy Porras (513) 639 9242
Nancy.porras@dinsmore.com

Paying Agent

Argent Institutional Trust Company

4343 Easton Commons, Suite 120
Columbus, OH 43219

June Schafer (614) 681-6863
jschafer@argentfinancial.com

Municipal Advisors

Bradley Payne Advisors

11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart (513) 509-0743
Partner AB@BPayneAdvisors.com

Heather Arling (513) 315-8388
Director HA@BPayneAdvisors.com

Zach Logan (513) 773-4469
Director zl@bpayneadvisors.com

Underwriter

Key Banc Capital Markets, Inc.

88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett (614) 460-3463
Managing Director david.tiggett@key.com

Jessica Stoner (216) 689-0643
Analyst jessica.r.stoner@key.com

Catherine Thompkins (216) 256-5795
Senior Counsel Catherine_c_tompkins@keybank.c

CERTIFICATE OF MEMBERSHIP

The undersigned, City Manager of the City of Monroe, Counties of Butler and Warren, Ohio, hereby certifies that the following were the officers and members of Council during the period when proceedings were taken authorizing the issuance of not to exceed \$18,675,000 Public Works Building Improvement Limited Tax General Obligation Bond Anticipation Notes, Series 2026, dated the date of their issuance:

Mayor	<u>Keith Funk</u>
City Manager	<u>Larry Lester</u>
Director of Finance	<u>Jacob Burton</u>
Clerk of Council	<u>Beth Combs</u>
Vice Mayor, Member of Council	<u>Christina McElfresh</u>
Member of Council	<u>Jordan Brown</u>
Member of Council	<u>Michael Graves</u>
Member of Council	<u>Molly Cloyd</u>
Member of Council	<u>Tom Hagedorn</u>
Member of Council	<u>Todd Hickman</u>
Solicitor	<u>Jack B. Hemenway</u>

City Manager

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above identified notes.

Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Monroe, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$18,675,000 of bonds, for the purpose of (a) refinancing outstanding notes originally issued for the purpose of acquiring real property to construct a public works building (\$3,200,000); and site development for construction of a public works building (\$1,800,000); and (b) construction of a public works building (\$13,675,000); and paying related costs, is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is thirty (30) years, and the maximum maturity of notes issued in anticipation thereof is twenty (20) years.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2026.

Finance Director

ORDINANCE NO. 2026-19

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$18,675,000 OF PUBLIC WORKS BUILDING IMPROVEMENT GENERAL OBLIGATION BOND ANTICIPATION NOTES, SERIES 2026, BY THE CITY OF MONROE, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS.

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as thirty (30) years, and of notes issued in anticipation thereof as twenty (20) years; and

WHEREAS, this Council has previously adopted two separate ordinances which authorized note issues in an aggregate principal amount of not to exceed \$18,675,000 for the purposes of a) refinancing outstanding notes originally issued for the purpose of acquiring real property to construct a public works building (\$3,200,000); and site development for construction of a public works building (\$1,800,000); and (b) construction of a public works building (\$13,675,000);

WHEREAS, this Council now desires to combine the separate note issues into a single note to achieve certain cost savings.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE (HEREINAFTER CALLED THE "CITY"), BUTLER AND WARREN COUNTIES, OHIO, THAT:

SECTION 1: That it is hereby declared necessary to issue bonds of the City of Monroe, Counties of Butler and Warren, Ohio, in the principal amount of not to exceed \$18,675,000 bearing interest estimated at five and one half per centum (5.50%) per annum and maturing over a period of not more than thirty (30) years, for the purpose of a) refinancing outstanding notes originally issued for the purpose of acquiring real property to construct a public works building (\$3,200,000); and site development for construction of a public works building (\$1,800,000); (b) construction of a public works building (\$13,675,000).

SECTION 2: That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$18,675,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3: That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed five and one half percent (5.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the certificate of award ("Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this council.

SECTION 4: That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Public Works Building Improvement General Obligation Limited Tax Bond Anticipation Notes, Series 2026," and shall be payable at the office of the Finance Director or such bank or trust company as is designated by the Finance Director or City Manager and the purchaser, and shall express upon

their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5: That the Notes shall be sold at public or private sale by the Finance Director at not less than ninety-seven percent of the par value of such Notes together with interest thereon, if any. The proceeds from such sale, except accrued interest thereon, shall be paid into the proper funds and used for the purpose aforesaid and for no other purpose. Accrued interest, if any, received on sale of said Notes shall be transferred to the bond retirement fund to be applied to the payment of principal of and interest on said Notes in the manner provided by law.

Notwithstanding the above, the Council and the Finance Director are hereby directed to withhold delivery of the notes, and to refuse to accept payment therefor, unless and until the Original Purchaser delivers to the City a certificate acknowledging that the Original Purchaser will sell the notes to no more than 35 persons, each of whom the Original Purchaser reasonably believes (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (ii) is not purchasing for more than one account or with a view to distributing the notes.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 6: That the Notes shall be the full general obligations of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same.

SECTION 7: That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 8: That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 9: That this Council hereby authorizes and directs the Finance Director or the City Manager to take any and all actions which may be necessary to issue the notes in book-entry-only form or in such form as will render the notes eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefore.

SECTION 10: All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance, including a note purchase agreement between the City and the purchaser of the Notes, if so requested by the purchaser.

SECTION 11: That this Council hereby authorizes the City to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that (a) participation in the Program is in the best interests of the City and (b) the City Manager or the Finance Director affirmatively elects to participate in the Program in the Certificate of Award.

SECTION 12: That the Standby Note Purchase Agreement (the “Standby Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the authorized signatories of the City executing the Standby Purchase Agreement, as provided in this ordinance. The City acknowledges the agreement of the Treasurer of State in the Standby Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid, and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes levied within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excludible from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the City acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

The City Manager and the Finance Director, as the officers signing the Notes, are authorized to take all actions that may in their judgment reasonably be necessary to provide for such Standby Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes\ providing notice to the holders or beneficial owners of the existence of such Standby Purchase

Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Notes for purchase by the Treasurer of State at stated maturity.

This Council hereby authorizes further representations, warranties, and/or covenants to be made regarding the City's participation in the Program by virtue of the Certificate of Award and/or other Program documents, subject to review and approval by legal counsel to the City.

SECTION 13: That the firm of Dinsmore & Shohl LLP, is hereby engaged as the City's "bond counsel" pursuant to the engagement letter on file with the City.

SECTION 14: The City Manager or the Finance Director is hereby authorized to apply, if he deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee or premium for said rating to the extent authorized by law and approved by bond counsel.

SECTION 15: That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 16: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 17: 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: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Butler County Auditor.

Clerk of Council

Dated: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Butler County Auditor

Dated: _____

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No.

_____.

Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Warren County Auditor.

Clerk of Council

Dated: _____, 2026

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

Warren County Auditor

Dated: _____

Schedule Of Events



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

(\$3.2M Land & \$1.8M excavating & \$13.675M new money)

Pricing: 8/5/2026
 Dated: 8/20/2026
 Maturity: 8/4/2027

Version: May 29, 2026

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holidays: June 19, July 3/4

Responsible Parties:	Issuer:	City of Monroe	CM
	Bond Counsel:	Dinsmore & Shohl	DS
	Municipal Advisor:	Bradley Payne Advisors	BPA
	Underwriter:	KeyBanc Capital Markets	UW

<u>Date</u>	<u>Description</u>	<u>Responsibility</u>
June 12	Legal Documents sent to the City	DS
June 23	City Council Meeting - 1st Reading	CM
June 25	Request OMAC Report	UW
week of July 12	Due Diligence Call	All
July 14	City Council Meeting - 2nd Reading and Emergency Passage	CM
July 28	Send Documents to Investors	UW
August 4	Pre-Pricing Call (afternoon)	All
August 5	Price Notes - Sign Note Purchase Agreement	UW & CM
August 5 - 20	Closing Documents Prepared & Distributed	DS
August 20	Close Notes (Wire Proceeds)	ALL
November 17	2025 BAN Matures	

Distribution List



City of Monroe, Ohio

Public Works Bond Anticipation Notes, Series 2026

Pricing: 8/5/2026
Dated: 8/4/2027
Maturity: 8/4/2027

Issuer

City of Monroe, Ohio

233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman (513) 680-2292
Assistant City Manager waggamank@monroeohio.org

Jake Burton (513) 537-7374 x1008
Finance Director burtonj@monroeohio.org

Bond Counsel

Dinsmore & Shohl

255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer (513) 639-9217
Partner Brenda.wehmer@dinsmore.com

Nancy Porras (513) 639 9242
Nancy.porras@dinsmore.com

Paying Agent

Argent Institutional Trust Company

4343 Easton Commons, Suite 120
Columbus, OH 43219

June Schafer (614) 681-6863
jschafer@argentfinancial.com

Municipal Advisors

Bradley Payne Advisors

11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart (513) 509-0743
Partner AB@BPayneAdvisors.com

Heather Arling (513) 315-8388
Director HA@BPayneAdvisors.com

Zach Logan (513) 773-4469
Director zl@bpayneadvisors.com

Underwriter

Key Banc Capital Markets, Inc.

88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett (614) 460-3463
Managing Director david.tiggett@key.com

Jessica Stoner (216) 689-0643
Analyst jessica.r.stoner@key.com

Catherine Thompkins (216) 256-5795
Senior Counsel Catherine_c_tompkins@keybank.c

RESOLUTION NO. 38-2026

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE BUTLER COUNTY AND WARREN COUNTY TAX INCENTIVE REVIEW COUNCILS TO CONTINUE THE CITY OF MONROE'S COMMUNITY REINVESTMENT AREA AND TAX INCREMENT FINANCING EXEMPTIONS.

WHEREAS, the Butler County Tax Incentive Review Council and the Warren County Tax Incentive Review Council conducted their 2025 review of the City of Monroe's Community Reinvestment Area agreements and tax increment financing exemptions and have recommended that they be continued; and

WHEREAS, this Council has received those recommendations and wishes to accept them in accordance with Ohio Revised Code Section 5709.85.

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

SECTION 1: That Council hereby accepts the recommendations of the Butler County and Warren County Tax Incentive Review Councils and continues the City's Community Reinvestment Area agreements and Tax Increment Financing exemptions in accordance with their existing terms.

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

TIRC MINUTES

2025 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 2, 2026

The Warren County Tax Incentive Review Council's annual review of the City of Monroe's CRA Agreements was called to order by Matt Nolan at 9:03 AM in the Warren County Administration Building, Room 350, Lebanon, Ohio.

The following members were present: Matt Nolan, Martin Russell, Matt Schnipke, Michelle Tegtmeier, Candace Frantzis, Paul Bernard, Alyson Wood, Seth Geisler, and Amy Moore.

The CRA Agreements for the City of Monroe were presented by Mr. Geisler. Mr. Geisler presented eight active CRA agreements in the City of Monroe, noting overall strong performance, though PAC has reduced employment numbers for the foreseeable future. Mr. Russell recommended contacting PAC regarding potential underperformance. Ms. Moore raised concerns that schools may not have negotiated sufficient PILOT payments.

The TIRC Board reviewed the compliance of each agreement. **It was moved by Mr. Russell and seconded by Mr. Schnipke to approve the CRA Agreements within the City of Monroe. The motion passed unanimously on a voice vote.**

There being no further business, the meeting was adjourned at 9:09 AM.

**Butler County
City of Monroe
Tax Incentive Review Council (TIRC)
Year 2025 Review
Date of Meeting 4/16/2026**

Members Present:

Selena Cruces Larry Brueshaber

Members Absent:

Brad Evans

Butler County Staff Present:

Brenda Todd-Finnell – Development Program Coordinator, Butler County

Valerie Meece - Butler County Auditor

Mike Gildea – Senior Appraiser, Butler County

City of Monroe Representation:

Seth Geisler – Economic Development Manager, City of Monroe

Brian Curlis, Citizen Monroe

Robert Buskirk, Superintendent Monroe Schools

City of Monroe Representatives Absent:

none

Mike Gildea called the meeting to order at 11:00 a.m. and the meeting proceeded as follows:

The 2025 Ohio Tax Increment Financing (TIF), Residential Industrial District (RID) and Community Reinvestment Area (CRA) annual status reports were reviewed by the board members, and the recommendations of the counsel were made by voice vote and recorded by Brenda Todd-Finnell.

The 2025 Annual Status Reports for the Ohio Tax Increment Financing (TIF) Program, Residential Industrial District (RID) Program and Community reinvestment area (CRA) Program were presented to the TIRC by Seth Geisler.

CRA's: Recommendation IN COMPLIANCE:

CRA 017-61157-02 – Downtown Monroe. No active agreements under this CRA

CRA 017-61157-03 Agt#18-001 – Kroger DC (3401 Salzman Road)

CRA 017-61157-03 Agt#08-002 – Blue Buffalo (1201 Logistic Way)

CRA 017-61157-03 Agt#19-001 – Kroger/Ocado (6266 Ham Leb Road)

(Suggested to Continue)

SEE ATTACHED REPORTS

TIF's/RID's: Recommendation IN COMPLIANCE

(Suggested to Continue)

SEE ATTACHED REPORTS

Larry Brueshaber made a motion for Approval of the recommendations listed above.

Selena Cruces seconded the motion

All in favor.

Larry Brueshaber made a motion to adjourn the meeting.

Selena Cruces seconded the motion.

All in favor.

The meeting was closed by Mike Gildea at 11:12 a.m.

TIRC MINUTES

2025 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 2, 2026

The Warren County Tax Incentive Review Council's annual review of the City of Monroe's TIF Agreements was called to order by Matt Nolan at 9:01 AM in the Warren County Administration Building, Room 350, Lebanon, Ohio.

The following members were present: Matt Nolan, Martin Russell, Matt Schnipke, Michelle Tegtmeier, Candace Frantzis, Paul Bernard, Alyson Wood, and Seth Geisler.

The TIF Agreements for the City of Monroe were presented by Mr. Geisler. Mr. Geisler reported on the five parcel TIFs that were created in 2004, each exempted 100% for 30 years, and all of which are compliant, with schools receiving adequate reimbursements. Mr. Nolan brought up discussion about removing Berns. Mr. Geisler shared that conversations have been ongoing around plans for the future.

The TIRC Board reviewed the compliance of each agreement. **It was moved by Mr. Nolan and seconded by Mr. Schnipke to approve the TIF Agreements within the City of Monroe. The motion passed unanimously on a voice vote.**

There being no further business, the meeting was adjourned at 9:03 AM.

RESOLUTION NO. 39-2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BRIGHT TECHNOLOGIES, INC. TO PROVIDE AUDIO/VISUAL DESIGN AND CONSULTING SERVICES FOR THE MODERNIZATION OF COUNCIL CHAMBERS AND ASSOCIATED MEETING SPACES.

WHEREAS, the City’s audio/visual systems have evolved through multiple incremental upgrades and equipment replacements, resulting in aging infrastructure, inconsistent system integration, and recurring operational and support issues; and

WHEREAS, Council deems it necessary to obtain the services of Bright Technologies, Inc. to provide professional audio/visual design and consulting services for the modernization of Council Chambers and associated meeting spaces.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional services agreement by and between the City of Monroe and Bright Technologies, Inc. to provide audio/visual design and consulting services. The terms and conditions of said agreement are set forth on Exhibit “A” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



4/10/2026

Mr. Gary Morton
Director of Public Works
City of Monroe
233 S Main Street
Monroe, OH 45050-0330

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

Mr. Morton:

In response to our meeting on March 24, 2026 Bright Technologies Inc. is pleased to submit this proposal for the **Monroe Council Chambers Audio-Visual Systems Improvements** project in Monroe, Ohio.

If there are any questions regarding this proposal please don't hesitate to call me at 812-623-0044 or on my cellular phone at 513-288-6578.

Thank you for the opportunity.

Respectfully Submitted,



Jay A. Johns, RCDD/NTS
President
Bright Technologies Inc.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

PROJECT SUMMARY

Bright Technologies Inc. will provide design-build criteria, concept drawings and performance specifications for the Monroe Council Chambers Audio-Visual Systems Improvements. The Monroe Council Chambers Audio-Visual Systems Improvements project shall include the Council Chambers, the Council Library, the Administration Conference Room and the City Manager's Conference Room. The audio-visual improvements shall be an integrated AV over IP solution providing an integrated technology system including a modular system of audio-visual components interconnected via Ethernet technology. The audio-visual solution shall be modular with the capability to be scaled to include additional venues as needs arise in the future. While the initial concept documents will include multiple meeting rooms, the modular AV over IP approach will allow the City to implement the audio-visual improvements as funding becomes available, including any portion of the initial four meeting rooms.

Development of the design-build criteria, concept drawings and performance specifications will be conducted in coordination/collaboration with the City of Monroe. Bright will coordinate the Owner's requirements to incorporate audio-visual systems' requirements in to biddable criteria documents. Bright will coordinate the audio-visual requirements with other design disciplines, if required, including architectural, electrical and mechanical systems provided by A&E consultants hired by, and reporting to, the City of Monroe. During design-build criteria development Bright will coordinate with the Owner's representatives and other design disciplines for the provision of electrical power and mechanical cooling required to support the planned audio-visual improvements.

Bright will provide support during the procurement process. During bidding Bright will attend bid meetings, respond to bidders' requests for information or clarification, prepare addenda to the criteria documents as required to clarify the project intent and review bids to ensure that the required scope has been included in the responses.

Bright will provide support during the installation of the audio-visual upgrades including attendance of periodic project status calls, review of the Audio-Visual Integrator's product data submittals, review of the Audio-Visual Integrator's design drawings, site visits to observe the progress of the audio-visual upgrades and report observations to the City of Monroe via field reports.

During project close-out, Bright will review and comment, including approval recommendation, on the Audio-Visual Integrator provided Operations and Maintenance manuals and prepare as-built record drawings.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

SCOPE OF SERVICES

Design-Build Criteria

- ✓ Develop and provide room by room audio-visual requirements for the Council Chambers, the Council Library, the Administration Conference Room and the City Manager's Conference Room.
- ✓ Develop and provide concept drawings for the required audio-visual improvements including floor plans indicating meeting and equipment room locations and critical infrastructure, enlarged plans for each meeting/conference room indicating the location of the planned audio-visual equipment, enlarged plans for audio-visual/network equipment rooms, representative elevation details for digital displays, elevations for audio-visual equipment cabinets/racks, single-line/block diagrams for audio-visual and network equipment, and other detail sheets necessary to depict the project intent.
- ✓ Performance specifications, including Basis of Design product selections, for the completions of the detailed audio-visual systems design by the successful bidder, performance requirements for the completion of the audio-visual equipment installation and Audio-Visual Integrator qualifications including qualifications for the Integrator's project management and installation staff .

Bid Assistance

- ✓ Support during procurement processing.
- ✓ Attendance at the Pre-bid Meeting.
- ✓ Response to bidder's Requests for Clarification/Requests for Information during bidding.
- ✓ Attendance at the Bid Opening, if required.
- ✓ Bid Review and Qualitative Bid Analysis to assist in the determination of the Best Value response.
- ✓ Recommendation to Award.

Construction Administration Services

- ✓ Attendance of progress meetings via teleconference.
- ✓ Respond to contractor RFCs/RFIs.
- ✓ Product data review and approval recommendation.
- ✓ Shop drawing review and approval recommendation.
- ✓ Field inspections and field reports.
- ✓ Punchlist and punchlist confirmation.

Closeout

- ✓ Review of the Audio-Visual Integrator produced Operations and Maintenance Manual(s).
- ✓ Record Drawings based on contractor provided as-built drawing, shop drawing reviews, product data reviews and field observations.

PROJECT APPROACH

Criteria Development Phase

Bright Technologies will collaborate with the City of Monroe as needed during the Criteria Development phases to include:

- ✓ City of Monroe will provide architectural base plans in AutoCAD format for Bright to use in preparing of the concept drawings.
- ✓ Bright will develop initial drawing set to use for the documentation of audio-visual requirements during the Criteria Development Phase.
- ✓ Bright will attend one (1) on site investigation to become familiar with the facility conditions.
- ✓ Bright will attend one (1) initial on site program development meeting during the Criteria Development Phase.
- ✓ Bright will document the findings from the initial program development meeting on the project drawing set and in narrative format (room by room audio-visual requirements).
- ✓ Bright will prepare a budgetary cost estimate.
- ✓ Bright will submit a progress set of the project concept drawing set, project narrative (35% Progress Submittal) and budgetary cost estimate to the City of Monroe for review and comment. Written comments during the review period are encouraged to facilitate discussion/resolution during the review meeting.
- ✓ During the review period, Bright will identify potential electrical, mechanical and architectural design support that will be required for the support of the audio-visual upgrades and assist the City of Monroe in coordinating those services with the audio-visual criteria.
- ✓ After a review period convenient to the City of Monroe (typically 5 to 10 business days), Bright will attend and moderate a review meeting (second programming meeting) with the City of Monroe to explain the design concept drawings and criteria progress and obtain additional feedback for incorporation in to the project concept drawings and criteria requirements.
- ✓ Bright will incorporate findings from the submittal review/second programming meeting in to the project drawings.
- ✓ Following the second programming meeting (35% Review Meeting), Bright will develop a draft version of the performance specifications including specifications for audio-visual requirements and telecommunications (data networking for the audio-visual network) infrastructure to support the audio-visual upgrades.
- ✓ Upon completion of the performance specifications and revisions to the project concept drawings, Bright will update the budgetary cost estimate and submit the concept drawings, performance specifications and budgetary cost estimate (65% Progress Submittal) to the City of Monroe for review and comment. Written comments during the review period are encouraged to facilitate discussion/resolution during the review meeting.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

- ✓ After a review period convenient to the City of Monroe (again typically 5 to 10 business days), Bright will attend and moderate a review meeting with the City of Monroe to explain the project concept drawings and criteria progress and obtain additional feedback for incorporation in to the project concept drawings and criteria requirements.
- ✓ Bright will coordinate audio-visual infrastructure with the City of Monroe's architectural and MEP systems consultants so that those consultants can prepare appropriate construction drawings for improvements to those systems necessary to support the audio-visual improvements.
- ✓ Based on the findings of the second review meeting (65% Review Meeting) Bright will prepare final revisions to the concept drawings, performance specifications and project narrative.
- ✓ Bright will submit the final concept drawings, performance specifications and project narrative to the City of Monroe for the preparation of a solicitation by the City of Monroe.

Bid Phase

City of Monroe will lead the Bidding Phase. Bright Technologies will collaborate with the City of Monroe as needed during the Bidding phase to include:

- ✓ Support the City of Monroe during the preparation of the bid solicitation.
- ✓ Identification of potential qualified bidders (if needed).
- ✓ Bright will attend one (1) Pre-Bid Meeting on site.
- ✓ Bright will response to bidders' Requests for Clarification/Requests for Information during bidding.
- ✓ Bright will prepare amendments to the concept drawings, performance specifications and project narratives, as appropriate to clarify the project intent, during Bidding.
- ✓ Bright will attend the bid opening on site (if needed).
- ✓ Bright will conduct a technical review of the bid responses to ascertain as to whether the response from the apparent low bidder has satisfied bid requirements.

Construction Phase

City of Monroe will be responsible for document control during construction. Bright will cooperate/collaborate with the City of Monroe to complete Construction Administration tasks in a timely manner.

- ✓ Bright will attend weekly progress meetings during construction via teleconference.
- ✓ Bright will prepare responses to the Audio-Visual Integrator's RFCs/RFIs during construction and submit responses to the City of Monroe for distribution.
- ✓ Bright will provide Audio-Visual product data reviews, comments and approval recommendation to City of Monroe for distribution.
- ✓ Bright will provide Audio-Visual systems design drawing reviews, comments and approval recommendation to the City of Monroe for distribution.
- ✓ During construction Bright will conduct four (4) site visits and prepare four (4) field reports submitted to the City of Monroe for distribution. The third of four site visits and

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

field report will include a project punch list. The final site visit will focus on verification of punch list completion.

Close-Out Phase

- ✓ Bright will review the Audio-Visual Integrator's Operations and Maintenance manuals and prepare comments and approval/acceptance recommendation.
- ✓ Bright will prepare Audio-Visual record drawings in AutoCad format based on contractor prepared as-built (redline) drawings. Record Drawings will be submitted to the City of Monroe in bound AutoCad and PDF formats.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

DELIVERABLES

Criteria Development Phase

- ✓ Kick-off Meeting via teleconference.
- ✓ One (1) site visit to investigate existing conditions.
- ✓ One (1) initial program verification meeting on site.
- ✓ Three (3) submittals during Criteria Development; Initial Concept Drawings (~35% Design), Draft Criteria (~65% Design), and Final Criteria.
 - Project Narrative.
 - Concept Drawing.
 - Performance Specifications.
 - Budgetary Cost Estimate.
- ✓ Two (2) Owner review meetings on site.

Bid Phase Services

- ✓ Support during procurement process.
- ✓ Attendance at One (1) Pre-Bid Meeting.
- ✓ Response to bidder's Requests for Clarification/Requests for Information.
- ✓ Addenda during Bidding.
- ✓ Attendance at bid opening, if required
- ✓ Bid Analysis/Scope Verification

Construction Phase Services

- ✓ Weekly project status calls (Total of 12)
- ✓ Response to contractor RFC/RFIs.
- ✓ Product data reviews and approval recommendation (One product submittal package is anticipated).
- ✓ Shop drawing reviews and approval recommendation (One shop drawing packages is anticipated).
- ✓ Four (4) site visits with field report.
- ✓ One (1) punch list.
- ✓ Punch list verification.

Close-Out Phase

- ✓ Review Audio-Visual Integrator furnished Operations and Maintenance manuals.
- ✓ Record drawings in DWG and PDF format.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

ASSUMPTIONS AND EXCLUSIONS

- Telecommunications distribution infrastructure design is not included except as required to support the Audio-Visual scope development.
- Audio-Visual Systems integration is not included. BTi is providing design-build criteria for open bidding by qualified Audio-Visual Integrators regularly engaged in that specialty. BTi will collaborate with the Owner and End-users to identify the desired AV functionality, potential AV integration issues, propose appropriate actions to ensure that systems integration is coordinated with the project concept plans, performance specifications, and project schedule; however, the integration of AV systems by BTi is not included. Completion of design details such as equipment mounting details, detailed system schematic drawings, control system details and the integration of audio-visual systems shall be by the selected Audio-Visual integrator.
- BTi will coordinate AV equipment requirements and device locations with the building drawings and coordinate supporting infrastructure with Architecture and MEP disciplines as needed to support the AV upgrades.
- Plans and specifications for architectural changes, if required, will be prepared by a licensed Architect contracted by, and reporting to, the City of Monroe. Bright will provide reasonable effort to assist the Architect.
- Plans and specifications for revisions to electrical or mechanical systems, if required, will be prepared a licensed Professional Engineer contracted by, and reporting to, the City of Monroe. Bright will provide reasonable effort to assist the Professional Engineer.
- Independent Technical Review is not included. If ITR by Bright becomes required a separate proposal will be provided for a third party review.
- Permitting, if required, will be the responsibility of the City of Monroe or the Audio-Visual Integrator.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

SCHEDULE

The following proposed schedule is provided for review and may be revised to address the Owner’s scheduling needs:

Task	Duration (Business Days)	Completion Date
Notice to Proceed	0 Days	05/01/2026
Owner Provides ACAD Drawings	5 days	05/08/2026
Site Investigation	1 Days	05/11/2026
Initial Concept Drawings and Narrative	10 Days	05/25/2026
Owner Review (35% Review)	10 Days	06/08/2026
Draft Concept Drawing, Narrative and Performance Specifications	10 Days	06/22/2026
Owner Review (65% Review)	10 Days	07/06/2026
Final Concept Drawing, Narrative and Performance Specifications	5 Days	07/13/2026
Procurement Processing	30 Days	08/26/2026
Bidding	30 Days	10/10/2026
Construction	60 Days	01/08/2027
Closeout	10 Days	01/22/2027

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

FEE

Design Criteria Phase services are priced as a fixed fee of **\$7,200*** based on the scope of work identified.

Bidding Phase services are priced as a fixed fee of **\$1,800*** based on the scope of work identified

Construction Phase services are priced as a fixed fee of **\$9,000*** based on the scope of work identified.

Close-Out Phase services are is priced as a fixed fee of **\$1,200*** based on the scope of work identified.

Fees are based on the following hourly rates:

RCDD - \$150

**Note:* This offer is valid for a period of 60 days from the date of this document.

Reimbursable Cost

Reimbursable expenses shall be the actual out-of-pocket expenses for services provided. Such expenses include out of town transportation from the office of BTI, overnight postage when requested, and cost of reproduction of reports and drawings beyond single copies. When authorized, reimbursement shall be made for meals, lodging, and specialty subconsultants.

No reimbursable expenses are anticipated.

Schedule of Invoices and Payments

Monthly Invoice, 30-day term

Invoices for services performed will be distributed on a monthly basis.

Upon receipt of final payment all design documents become the unrestricted property of the City of Monroe; Bright Technologies retains the rights to the included design concepts.

RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

MEANS AND METHODS OF CONSTRUCTION

Bright Technologies Inc.'s provision of construction phase services shall not be construed to make Bright Technologies Inc. responsible for:

- i) The acts or omissions of the construction contractor or any subcontractor or sub-subcontractor.
- ii) The means, methods, sequences and techniques of construction of the project.
- iii) Safety precautions and programs in connection with the construction of the project.

Bright Technologies Inc. is not responsible for system testing, performance verification, system adjustments, or system acceptance. Bright Technologies Inc. will observe system testing to verify system functionality in accordance with the requirements of plans and specification.

Nothing in this proposal shall create any legal or contractual relationship between Bright Technologies Inc. and any construction contractor, subcontractor, or sub-subcontractor

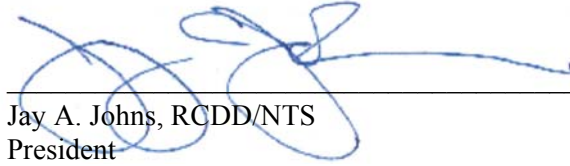
RE: MONROE COUNCIL CHAMBERS AUDIO-VISUAL SYSTEMS IMPROVEMENTS

4/10/2026

Proposal: 260401

ACCEPTANCE

Offered By:



Jay A. Johns, RCDD/NTS
President
Bright Technologies Inc.

Accepted by:

Signed

Date

Printed Name

Title

Please indicate the billing contact information below:

(Printed Name)

(Email Address)

(Phone)

(Street Address)

(City)

(State)

(Zip Code)

RESOLUTION NO. 40-2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXTENDED AND AMENDED LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE MONROE LENDING LIBRARY FOR SPACE LOCATED AT 6 EAST AVENUE.

WHEREAS, following negotiations with the Monroe Lending Library for the lease of certain space located at 6 East Avenue, the City Manager recommends and Council hereby accepts, the extension of the existing lease with minor amendments.

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

SECTION 1: The City Manager is hereby authorized to enter into an extended and amended Lease Agreement by and between the City of Monroe and the Monroe Lending Library for space located at 6 East Avenue. The terms and conditions of said Lease Agreement are marked Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

LEASE

This Lease is entered into as of the __day of _____ 20__, by and between the City of Monroe, hereafter "Lessor" and the Monroe Lending Library hereafter "Tenant".

WITNESSETH:

LEASE OF PREMISES

Lessor hereby leases to Tenant and Tenant hereby rents from Lessor the portion, as shown on Exhibit B, of the real estate with improvements thereon known generally as the Monroe Library & Community Center, 6 East Avenue, Monroe, Ohio 45050. Reference to such property and the improvements thereon being leased by Lessor to Tenant hereunder is to the "Premises". The Premises are deemed to include the common use of driveways and delivery areas available to the Premises subject to all legal highways, easements and restrictions of record.

RENTAL/TERM: To have and to hold the same for a period of five (5) years effective from date signed by the Lessor, City of Monroe and the Lessee, Monroe Lending Library subject to the performance and observance by said Lessee to the terms agreed to in the stated lease. The two parties shall meet on an annual basis to review the performance responsibilities stated in the lease agreement.

The Lessee hereby covenants and agrees to pay the Lessor rent for said premises in the sum of One Dollar (\$1.00) per year. Such rental fee shall be paid annually by the first day of the lease or in full at the signing of the lease.

USE: The Premises shall be used by Tenant only for Library operations that are lawful purposes and consistent with any and all zoning ordinances applicable to the Premises. Tenant agrees to maintain the Premises in a clean, orderly, healthful condition, including inspecting the restrooms on a daily basis, and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. Tenant shall have minimum hours of operation of a minimum of 35 hours per week. Tenant agrees to notify Lessor within 24 hours of any changes regarding hours of operation. Tenant will not use, occupy or permit the use or occupancy of the Premises for any unlawful, disruptive or hazardous purpose; nor shall Tenant maintain or permit the maintenance of any public or private nuisance at the specific facility location as described below:

Monroe Library & Community Center
6 East Avenue

GENERAL RULES/POLICIES: see Rules Sheet. (Exhibit A)

EXPENSES: Lessor shall be responsible for: maintenance of the exterior grounds of the Premises and any and all other expenses associated therewith. The Lessor shall keep the sidewalks free from snow and ice, with the exception of weekends and holidays when Lessor's staff is not scheduled. The Tenant shall be responsible for the removal of any trash or waste generated by the Tenant and place trash in provided and approved containers.

DEFAULT: In the event of the non-payment of rent or any other amount required to be paid by Tenant under this Lease, or in the case of default by Tenant in any of the terms and conditions of this Lease to be performed by Tenant, Lessor may resume or take possession of the Premises and Lessor may then lease the same for the remainder of the term of this Lease for the account of the Tenant to any other person; but the Tenant shall nevertheless be liable to Lessor for the rent stipulated herein plus any other payments required to be made by the Tenant, less the net rentals or other payments that may be received by Lessor for the remaining portion of the Lease term from other parties for the use of the Premises. Lessor, at its option, may at any time, after fifteen (15) days written notice, cancel, terminate and declare this Lease to be forfeited for non-payment of rents or any other amounts required to be paid by Tenant hereunder or for any other breach of the terms and conditions of this Lease by the Tenant and to apply any security deposit for the purpose of curing any default on the part of Tenant including, but not limited to, replacement or repair of any damages caused by the Tenant to the Premises, ordinary wear and tear excepted. The Lessor may, without notice or demand, terminate the Lease in the event of a voluntary petition in bankruptcy by Tenant or any adjudication of bankruptcy against the Tenant in an involuntary bankruptcy proceeding, or in any other similar action by Tenant or assignment for the benefit of creditors by Tenant.

SIGNS AND IMPROVEMENTS: Tenant shall not erect or install any exterior or interior or advertising media or window or door lettering without the prior written approval of the Lessor. Tenant shall not make any alteration, additions or improvements in the Premises or introduce any electric apparatus or wires therein without the prior written approval of Lessor. Tenant shall not hang anything on the walls, shelving or cabinetry without prior written approval of Lessor. Lessor staff shall identify the best means of hanging any items.

RIGHT TO ENTER: Lessor or its duly authorized agent shall have the right, upon giving of reasonable notice, to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, maintaining or repairing the Premises, or any other portion of the building during the term, or for purposes of showing the Premises to prospective tenants or purchasers.

ALTERATIONS TO PREMISES: Tenant may, with the written consent of the Lessor, make changes, alterations, additions and improvements on the Premises as in the judgment of said Tenant, better adapt the same to the purposes of business. Approval shall be within the sole discretion of the Lessor. All fixtures added and improvements made in and to said Premises by the Tenant shall be at Tenant's own expense but shall become the property of the Lessor at the termination of this Lease; provided, however, that Tenant may remove any and all personal belongings of Tenant and any and all business trade fixtures from the Premises, except where such removal will cause substantial damage to the Premises. Further, Tenant is required to repair any damage due to removal of any such items. At the end of the Lease term, Lessor may require Tenant to restore the Premises to the state they were in before the changes (normal wear and tear will be taken into consideration) except regarding structural changes previously approved by Lessor.

LIABILITY: Tenant shall protect, indemnify and save Lessor harmless from and against all and any liability and expense of any kind arising from the sole negligence of the Tenant, its agents, servants and employees. Tenant further agrees to maintain, at Tenant's expense, at all times during the Lease term, full liability insurance properly protecting and indemnifying Lessor and naming the Lessor as an additional insured in amounts not less than \$1,000,000 per injury or damage to persons in a single accident, and not less than \$100,000 for damage or destruction of or injury to property of persons other than Lessor's property, written by insurers licensed to do business in the state of Ohio. Certificates of such insurance shall be delivered to Lessor. Lessor shall not be obligated to indemnify and hold Tenant harmless from any liability or expense of any kind arising from injuries or damage to persons or property that occur on the building, parking lots, common areas, stairs or other property of Lessor unless such injury or damage results from negligence by Lessor, its agents, servants or employees.

Lessor shall not be liable to Tenant for any loss or damage to any person or property, including the person or property of Tenant, his employees, agents, servants, invites or guests occasioned by theft, the acts of any co-tenant or the acts of any employee or agent of any cotenant, leaks, casualty, rain, water, condensation, fire, acts of God, public enemy, injunction, riot, strike, insurrection, picketing, war, court order, latent defects, requisition or order of the government authority, the construction, repair, maintenance or alteration of any part, improvement of the building, as a whole, or any part thereof, or any other cause not due to Lessor's gross or willful negligence.

DESTRUCTION: In the event of partial destruction of the building or improvements of any of the Premises by fire or any other casualty, whether caused by any act or neglect of Tenant or Lessor, Lessor shall proceed to restore and repair the same with reasonable diligence and shall use the proceeds of insurance for such loss carried by Lessor for the purpose of paying the costs of such restoration or repairs. Notwithstanding the foregoing, however, if the insurance proceeds are insufficient to cover the total costs of effecting such restoration or repairs, then Lessor may at its option either pay the additional amounts required to complete the same or terminate this Lease and

elect not to make such repairs. A just and proportionate part of the rent payable to Tenant to the extent that such damage or destruction renders the Premises untenable shall abate from the date of such damage or destruction until the Premises are repaired and restored.

In the event the building or improvements shall be so damaged by fire or other casualty or happening as to be substantially destroyed, then either of the parties hereto shall have the option to terminate this Lease by giving written notice to the other party within thirty (30) days after such destruction, and any unearned rent shall be apportioned and returned to the Tenant if so terminated. If neither party elects to cancel this Lease, then the same shall remain in full force and effect and each party shall proceed with all reasonable diligence to repair and restore the Leased Premises to the condition they were in prior to the date of such destruction and rent shall be abated. In the event of termination, any insurance proceeds on the building or improvements shall become the property of Lessor and any insurance proceeds on any of the property of the Tenant shall become the property of the Tenant.

MAINTENANCE: Tenant, by the execution hereof, accepts the Premises in its currently existing condition. Tenant agrees to take good care of the Premises including the improvements thereon and all fixtures associated with such improvements. Tenant shall not allow or commit any waste with respect to the Premises or the buildings and upon termination of this Lease, by lapse of time or otherwise, Tenant will surrender the Premises to Lessor in conditions subject to approval by Lessor. Tenant shall also be responsible for all costs of maintenance and repairing the physical structure related to improvements and vandalism conducted by Monroe Lending Library visitors on the Premises, including but not limited to interior walls.

Lessor shall be responsible for the general maintenance of the Premises, including exterior walls, the roof, parking lots, sidewalks, repairs to heating and air conditioning systems, plumbing systems, electrical systems and all other exterior improvements. Tenant shall be responsible for all glass which is a part of the demised Premises and shall carry insurance sufficient to repair and replace any broken glass with glass of similar type and quality. Tenant shall contact Lessor of visual roof debris so it can be removed as soon as possible. Repairs to the building which are requested by the Tenant, shall be submitted to the Lessor by calling or emailing the Public Works Department.

WAIVER: One or more waivers by Lessor of any covenant or condition to be performed by Tenant shall not be construed as a waiver of a further breach of the same covenant or condition and a consent or approval by the Lessor to or any act by the Tenant requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Tenant.

QUIET ENJOYMENT: Lessor covenants that if and so long as Tenant performs the covenants hereof, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

GRANTED AGREEMENT: Neither party has made any representations or promises, except as contained herein, or in some further writings signed by the party making such representation or promise.

SUCCESSORS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assignees of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder. Lessor is specifically authorized herein to assign all or any portion of its rights hereunder to any third party.

GOVERNING LAW: This Lease shall be construed and interpreted according to the laws of the State of Ohio.

RULES AND REGULATIONS: Tenant shall abide by and perform the rules and regulations that lessor may hereafter make according to its sole judgment for the good of the building and Premises as attached on Exhibit "A".

RESTRICTION ON ASSIGNMENT AND SUBLETTING: Tenant shall not assign any of its rights nor delegate any of its duties under terms of this Lease nor shall Tenant sublet any portion of the Premises without Lessor's prior written consent. The assignment or subletting by Tenant, with Lessor's consent, shall not serve to release Tenant from any of its liability hereunder. Tenant shall always remain primarily liable for all of its obligations as set forth herein during the term of this Lease. Lessor may assign this Lease at any time and from time to time.

TIME OF THE ESSENCE: Time is of the essence in this Lease Agreement.

NOTICES: Lessor shall be permitted to deliver all notices to Tenant hereunder to the Premises. Tenant shall deliver notices to Lessor at such address as Lessor may provide to Tenant in writing from time to time during the term of this Lease.

OPTIONS TO RENEW: At the conclusion of the initial five (5) year term and upon mutual agreement by both parties, the agreement may be extended for additional time upon written agreement by both parties.

ESTOPPEL CERTIFICATE: Tenant agrees to execute estoppel certificates or other certificates from time to time as reasonably requested by Lessor verifying that Lessor is not in default with respect to its obligations under the terms of this Lease and, further, containing such other provisions as are normally found in such certificates.

HOLDING OVER: If Tenant remains in possession of the Premises after the expiration of the term of this Lease, without the execution of a new Lease or renewal, then, at Lessor's written option, Tenant shall be deemed to be occupying the Premises as a month-to-month holdover Tenant, subject to all of the provisions of this Lease insofar as they are applicable to a month-to-month tenancy.

REMOVAL OF LIENS: Should Tenant cause liens to be placed against the demised premises or against any of Lessor's property and thereafter fail to remove said liens within ten (10) days after formal written demand by Lessor, then Lessor may terminate this Lease, Lessor may resume or take possession of this Premise, not forfeiting or waiving any rights Lessor may have as against Tenant as contained herein. In such event, Tenant shall be deemed to be in default of its obligations herein and shall be subject to the provisions contained in this Lease regarding default.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease Agreement as of the day and year first written above.

WITNESSES:

CITY OF MONROE, OHIO

By: _____

Larry Lester
City Manager

By: _____

Monroe Lending Library

EXHIBIT A

GENERAL RULES/POLICIES:

Facility maintenance emergencies shall be reported immediately when facility deficiencies are detected at 727-8953 during normal business hours (Monday — Friday between 8 a.m. and 5 p.m.) or by calling the Monroe Dispatch Center at 539-9234. All other maintenance requests shall be reported utilizing the service request form.

Facilities must be secured during non-business hours.

Profanity is prohibited at all times.

Facility is to remain non-smoking; facility including but not limited to adjacent lots and walkways.

Emergency contact list of names shall be posted at all times in a conspicuous place.

Use of the facility for anything other than its original intent is not permitted unless prior approval by Lessor has been granted. Notification of Lessor approved uses will be given to Tenant no later than 36 hours prior to use.

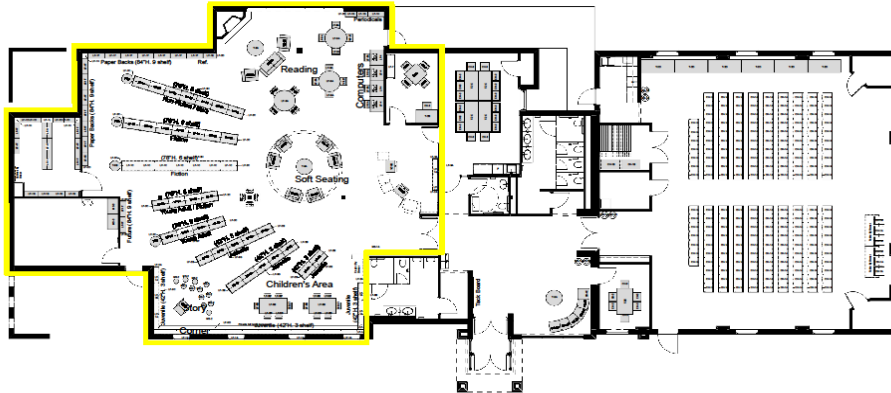
When tenant requires locks to be re-keyed, Lessor must be notified to coordinate change. Tenant is responsible for re-keying expenses.

Restrooms will be shared at all times with groups and individuals utilizing other portions of the building.

Exhibit B

Library & Community Room

6 East Avenue



RESOLUTION NO. 41-2026

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$22,751.00 TO BUTLER TECH FOR PARAMEDIC SCHOOL TUITION.

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 \$22,751.00 to Butler Tech for paramedic school tuition 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