



**Monroe Council Agenda
Regular Meeting of Council
November 11, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of October 28, 2025

Visitors

Robert Buskirk, Superintendent, Monroe Local Schools

Ceremonial swearing-in for Police Officers Philip Arns and Riley Yelton

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

New Business

Resolution No. 65-2025. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of Butler Tech for School Resource Officer services.

Sponsor: Bob Buchanan

Strategic Priority: Well Managed Services and Infrastructure

Background: This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students in an effort to promote a safe and positive learning environment.



Resolution No. 66-2025. A Resolution authorizing the submission of the application and participation thereof by the City of Monroe, Ohio in the Ohio Public Works Commission Program for fiscal year 2027.

Sponsor: Paul Goodhue

Strategic Priority: Well Managed Services and Infrastructure

Background: To construct a pressure-reducing valve (PRV) vault with 12-inch mains to enable emergency water supply from Warren County. This facility will meter flows, regulate pressures to protect Monroe's distribution system, and provide the capacity to serve customers in the event of a local system failure, ensuring reliable and resilient water service.

Resolution No. 67-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Plattenburg & Associates, Inc. for the annual audit for Fiscal Years 2025 through 2029.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: The Ohio Auditor of State performed the City's Fiscal Year 2024 audit, which resulted in no audit findings and the city being awarded the Ohio Auditor of State Award with Distinction. The Auditor of State informed the City on August 11, 2025 that they would not be performing the financial audits of the City of Monroe for fiscal years 2025 through 2029, and would be placing the city on the AOS' website bid list from August 15, 2025 through August 28, 2025.

The Auditor of State invited five firms to participate in the city audit RFP, and three firms responded, which were Clark, Schaefer, Hackett & Co.; Julian and Grube, Inc.; and Plattenburg & Associates, Inc. Plattenburg & Associates, Inc. scored the highest on the technical and cost scores awarded by the AOS, and have ultimately been chosen to perform the city's audit for fiscal years 2025 through 2029. Plattenburg & Associates, Inc. has signed the Memorandum of Agreement and Certification of Compliance (MOA + COC), and the document now requires city signature before returning to the Auditor of State.

Resolution No. 68-2025. A Resolution accepting the lowest and/or best quote submitted for the Plaza South Shopping Center heating, ventilation, and air conditioning project and authorizing the City Manager to enter into a contract by and between the City of Monroe and Air Authority.

Sponsor: Seth Geisler

Strategic Priority: Well Managed Services and Infrastructure



Background: The 2024 OBM Grant Agreement for Monroe Plaza South is for the total amount of \$400,000 and is for the improvement of the shopping center to be utilized for retail. This HVAC project is one many that will improve the building and will make it marketable for commercial users.

Resolution No. 69-2025. A Resolution authorizing the implementation of cybersecurity measures pursuant to Ohio House Bill 96 and directing staff to develop a comprehensive cybersecurity program.

Sponsor: Dawn Levandusky

Strategic Priority: Well Managed Services and Infrastructure

Background: Ohio's new House Bill 96 (HB 96), effective September 30, 2025, imposes mandatory cybersecurity requirements on all political subdivisions (counties, municipalities, townships, school districts, etc.) of the State of Ohio.

To remain compliant and mitigate risk exposure, council should formally authorize the adoption and deployment of a cybersecurity program, associated policies, staffing and vendor resources, incident response processes, employee training, and reporting procedures. This memorandum outlines the legal requirements, key implementation components, resource needs, risks of noncompliance, and a recommended resolution / timeline for council's authorization.

Ordinance No. 2025-38. An Ordinance amending Ordinance No. 2024-33 to authorize a 3.5% cost of living adjustment to non-union employees and establish the deferred compensation amount to executive level employees.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: Each year, the Council is asked to determine a cost-of-living adjustment (COLA) increase for employees not covered by a union agreement. Union members receive annual increases that are established through negotiations. The Council reviewed the 2026 Operating Budget during the October 28, 2025, meeting. After discussing the information, the Council set the COLA at 3.5%.

This legislation has been amended to include the contribution of \$5,000 to an approved deferred compensation plan for executive-level employees. Executive-level employees are the Assistant City Manager, Finance Director, Public Works Director, Fire Chief, Police Chief and Development Director.

Ordinance No. 2025-39. An Ordinance establishing an Incentive District and declaring improvements to certain real property within the Incentive District to be a public purpose and exempt from real property taxation; identifying certain public infrastructure improvements made, to be made, in the process of being made, or that once made, will benefit or serve the parcels in the Incentive District; requiring the owners of those parcels to make service payments in lieu of real property taxes;



establishing a municipal public improvement tax increment equivalent fund for the deposit of such service payments; approving and authorizing the execution and delivery of one or more tax increment financing agreements with Grand Communities, LLC, and approving related matters.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Emergency Ordinance 2024-31 on November 26, 2024, declaring the Stonybrook subdivision parcels as "non-performing" in order to remove them from the commercial TIF district they were previously included in. City Council passed Resolution 52-2025 on September 9, 2025, as the first step in the creation of the Stonybrook "RID" and setting a Public Hearing which was held on October 14, 2025. Public Hearing notices were issued to the property owner, Grand Communities, LLC and the Butler County Board of Commissioners on September 12, 2025, following the adoption of the Resolution, informing both parties that the city intends to adopt an ordinance creating the incentive district.

This Ordinance will officially create the Stonybrook Incentive District "RID", establishing the district for a term of 30 years, creating the "Stonybrook (R16)" RID Fund, and allowing the compensation agreement to be signed between the City of Monroe and Lakota Local School District.

An emergency adoption of the second reading of this Ordinance on November 25, 2025, is requested to ensure all year-end filing deadlines are met by December 31, 2025.

Ordinance No. 2025-40. An Ordinance to approve the preliminary plat for Tall Oaks subdivision as further described herein.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: The next step in the Tall Oaks subdivision development process is preliminary plat approval.

The Tall Oaks PUD and associated Master Development Plan (MDP) provide flexibility to accommodate for innovative design, open space and connectivity, as well as additional site development standards. The approved PUD and MDP dictate the layout and parameters of the preliminary plat.

Open Space Standards and Connectivity

Formal and informal open space is required. The required amount of open space required consists of 22.86 acres. The required amount of formal open space required is 9.5 acres. Formal open space is being proposed in the form of a shared-use pathway network. The applicant proposes an 8 ft. asphalt shared-use pathway through the subdivision and around the detention pond in phase 5. The shared-use pathway widens to 10 ft. along State Route 4 to serve future connections external to the development. The pathway will also be a connecting point between the northern lots and the southern lots of the subdivision. Five-foot sidewalks are also shown on both sides of all internal streets. No other formal amenities, such as a playground or pavilion, are proposed.



Site Development Standards

The developer proposes the subdivision to be constructed in five phases:

Phase 1, Block A:

- Approximately 19 buildable lots
- Approximate lot size: 15,000 SF
- Approximate setbacks: 40' front yard setback; 5' side yard setback; and 30' rear yard setback

Phase 2:

- Lots 1-12 and lot 186 lot width of 90-FT
- Lot size: 12,600 SF and 15,000 SF
- Setbacks: 40'-50' front yard setback; 5' side yard setback; and 30' rear yard setback
- Lots 13-47; lots 72-73; and lot 187 lot width of 70-FT
- Lot size: 9,100 SF
- Setbacks: 30' front yard setback; 5' side yard setback; and 25' rear yard setback

Phase 3:

- Lots 48-71 lot width of 70-FT
- Lot size: 9,100 SF
- Setbacks: 30' front yard setback; 5' side yard setback; and 25' rear yard setback

Phase 4:

- Lots 74-114 and lots 147-163 lot width of 65-FT
- Lot size: 8,450 SF
- Setbacks: 30' front yard setback; 6' side yard setback; and a 25' rear yard setback

Phase 5:

- Lots 115-146 and lots 164-170 lot width 65-FT
- Lot size: 8,450 SF
- Setbacks: 30' front yard setback; 6' side yard setback; and a 25' rear yard setback

The applicant has a Traffic Impact Study currently in progress with the City Engineer. Required improvements as an outcome of this study will be implemented through the construction drawing process.

In addition, the subdivision will be governed by the Homeowners Association (HOA). The HOA will be responsible for the maintenance, repair, replacement, and operation of all common facilities within the subdivision, including the storm water facilities, the shared-use path, and other open spaces.

Ordinance No. 2025-41. An Ordinance adjusting the salary of the Mayor, Vice Mayor, and Members of City Council.

Sponsor: Larry Lester

Strategic Priority: Good Governance

Background: This ordinance adjusts the compensation of the Mayor, Vice Mayor, and members of City Council to ensure alignment with the minimum monthly earnable wage established by the Ohio Public Employees Retirement System (OPERS) for full-time service credit. The last adjustment to Council compensation occurred in 2014, and current salaries fall below the OPERS minimum threshold. To address this and maintain compliance with the City Charter and Ohio Ethics Laws, the ordinance provides that, effective January 1, 2028, Council members' salaries will be set at the OPERS minimum amount, with the Vice Mayor and Mayor receiving an additional \$50 and \$100 per month, respectively. This adjustment will ensure that compensation remains equitable, compliant, and automatically aligned with future OPERS updates.

Public Hearing: Ordinance No. 2025-42. An Ordinance rezoning real property containing approximately 8.64 acres located at 300 Lawton Avenue from L-I Light Industrial to H-I Heavy Industrial zoning.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: An application has been submitted on behalf of Glass Coating and Concepts, LLC requesting a zoning map amendment. The applicant desires to rezone the parcel located at 300 Lawton Avenue from the current L-I Light Industrial designation to H-I Heavy Industrial zoning for the purpose of combining their existing site with recently acquired land (zoned H-I Heavy Industrial). This parcel is identified by the Bulter County Auditor as parcel ID: C1800006000024 [8.64 acres] as shown below in figure 1.





Figure 1: Site Location Map

On October 21, 2025, the Planning Commission held a public hearing and reviewed the application. In a vote of 5-0, the Planning Commission moved to recommend approval of the zoning map amendment to City Council.

Analysis

City of Monroe Planning and Zoning Code Section 1207.23: Zoning Map Amendment expresses the review criteria for a zoning map amendment. That criterion includes:

1. Compliance with the common review criteria detailed in table 1207.07-1 of the code
2. Changing Conditions
3. Impact Mitigation
4. Community Need
5. Strategic Objectives
6. No Single Factor and Case Determination

Common Review Criteria. This request meets all applicable common review criteria. One of the common review criteria asks if the request is compatible with surrounding properties and uses. The property is surrounded on all sides by Light Industrial and Heavy Industrial zoning designations, such as Performance Food Group and Worthington Steel. In addition, the property does not abut, nor is it in the vicinity of residential uses.

Changing Conditions. Conditions have not changed since the adoption of the current zoning map in spring 2024.

Impact Mitigation. As with any development, there will be impact on the natural environment. Any future development on this property will need to be designed to mitigate these concerns. For example, Glass Coatings & Concepts purchased the property for future expansion. When the expansion happens, water quality, stormwater management, site mobility, and other relevant environmental and operational factors, will be enhanced and brought up to City standards for the entire development.

Community Need. The proposed zoning map amendment will support job growth as a result of the successful expansion of the business.

Strategic Objectives. The proposed amendment aligns with the City Council's strategic objectives in that designating the area for Heavy Industrial use allows for an existing business to expand and promotes job growth within the city, expands the local tax base, and attracts long-term private investment.

No Single Factor and Case Determination. No single factor listed above may control and not all factors may be applicable in each case. Each case shall be determined on its own facts.

Consideration of Motion to authorize the expenditure of \$157,000 for economic development purposes to the Monroe Area Community Investment Corporation.

Sponsor: Seth Geisler

Strategic Priority: Strategic Growth and Development

Background: The CIC is working with Anchor Property Management to improve and lease the strip center. The CIC is also using Anchor for property management. These funds will help further the projects and create an operating account for the strip center. The transfer of funds will allow the CIC



to continue to operate the strip center, improve the strip center and consider other economic development options to further economic development in Monroe with the funds already on deposit.

List of Current Projects for Strip Center South Approved by MACIC Board

Expected to be or has been Grant funded

Roof – under construction – approved by Council

Sprinkler Head Relocation – approved by Council

HVAC – approved by CIC – needs Council approval

Gas – approved by CIC waiting for quotes before Council approval

Doors - approved by CIC waiting for quotes before Council approval

Demolition work –approved by CIC waiting for quotes before Council approval

Unit three demising wall and ceiling tiles – approved by CIC waiting for quotes before council approval

Expected to be CIC Funded

Electric – approved by CIC

Water – approved by CIC

Restrooms – approved by CIC

Total project contingency allowance and project management fee – approved by CIC

Administrative Reports

2026 Operating Budget Presentation

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
October 28, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting at 6:33 p.m. with the Pledge of Allegiance.

Roll Call

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

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of October 14, 2025; seconded by Mr. Marlow. Voice vote. Motion carried.

Visitors

None.

Committee Reports

Mr. Graves shared an update from Finance Committee regarding the 29% water rate increase from Butler County. Finance Committee discussed options on how to address this increase with residents. Mr. Graves clarified that this is not a City of Monroe increase, this is a Butler County increase. There will be a future presentation to Council with more information.

Old Business

None.

New Business

Ordinance No. 2025-37. An Ordinance amending and supplementing Ordinance No. 2025-29, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2025.

The Clerk of Council read Ordinance No. 2025-37 by title only.



Mrs. McElfresh moved to adopt Ordinance No. 2025-37; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Resolution No. 60-2025. A Resolution authorizing the City Manager to enter into a professional services agreement between the City of Monroe and Clune Consulting Services, LLC for environmental study services related to the Monroe Bicentennial Park Loop project.

The Clerk of Council read Resolution No. 60-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 60-2025; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

Resolution No. 61-2025. A Resolution accepting the lowest and/or best bid submitted for the Municipal Services Center project and authorizing the City Manager to enter into a design-build contract by and between the City of Monroe and HGC Construction and emersion DESIGN for said project.

The Clerk of Council read Resolution No. 61-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 61-2025; seconded by Mr. Marlow. Roll call vote: five ayes, one nay (Hagedorn). Motion carried.

Resolution No. 62-2025. A Resolution authorizing the sale of surplus Public Works equipment on GovDeals auction site.

The Clerk of Council read Resolution No. 62-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 62-2025; seconded by Dr. Clark. Roll call vote: five ayes, Mr. Funk abstained. Motion carried.

Resolution No. 63-2025. A Resolution authorizing the City Manager to enter into an agreement between the City of Monroe and Majors Enterprises, Inc. for the replacement of the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive.

The Clerk of Council read Resolution No. 63-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 63-2025; seconded by Mr. Graves. Roll call vote: five ayes, Mr. Marlow abstained. Motion carried.

Resolution No. 64-2025. A Resolution authorizing the City Manager to apply for Community Development Block Grant funds for the Monroe Bicentennial Commons dark fiber extension project and to authorize the expenditure of the City's matching funds, if selected.

The Clerk of Council read Resolution No. 64-2025 by title only.



Mrs. McElfresh moved to adopt Resolution No. 64-2025; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Consideration of Motion to authorize the expenditure of \$20,000 to CDW-G for network switches for the Fire Department, Engineering, Water, and Public Works buildings.

Mrs. McElfresh moved to authorize the expenditure of \$20,000 to CDW-G for network switches for the Fire Department, Engineering, Water, and Public Works buildings; seconded by Mr. Marlow. Voice vote: six ayes. Motion carried.

Consideration of Motion to authorize the expenditure of \$17,000 to CDW-G for Uninterrupted Battery Supplies throughout the City buildings.

Mrs. McElfresh moved to authorize the expenditure of \$17,000 to CDW-G for Uninterrupted Battery Supplies throughout the City buildings; seconded by Mr. Graves. Voice vote: six ayes. Motion carried.

Administrative Reports

None.

Executive Session

Mrs. McElfresh moved to enter into Executive Session to consider the compensation of a public employee or official; and to 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, or to negotiations with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project. Council determines that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project. A unanimous roll call vote is required to enter into Executive Session for this reason; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Council entered into executive session at 6:46 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Hagedorn. Voice vote: six ayes. Motion carried.

Council reconvened into regular session at 8:20 p.m.

Adjournment

Mrs. McElfresh moved to adjourn the regular session of Council; seconded by Mr. Hagedorn. Voice vote: six ayes. Motion carried.



The regular meeting of Council adjourned at 8:20 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

RESOLUTION NO. 65-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND THE BOARD OF EDUCATION OF BUTLER TECH FOR SCHOOL RESOURCE OFFICER SERVICES.

WHEREAS, the City and the Board of Education of Butler Tech wish to establish a more complete liaison with school personnel and the City in a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, the City will carefully select and assign trained police officers from the City's Police Department to work directly on the School campus, in cooperation with the School administrators and faculty, and in accordance with this Memorandum of Understanding.

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 Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Butler Tech to provide for School Resource Officer Services. The terms and conditions of this Memorandum of Understanding 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

School Resource Officer (SRO)

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being entered into by the below listed entities as of the last date of execution of this MOU:

Board of Education of Butler Tech (“Board”)
City of Monroe Police Department (“City”)

This document will serve as the written agreement between the Board and the City for School Resource Officer services at the campuses of Butler Tech, herein after referred to as the ‘written agreement’. This agreement establishes the needed commitment and support from both institutions.

This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be a component of the guiding document that officers, school administrations, and students and their caregivers look to for structure and accountability. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

This document replaces any previous agreements, contracts or MOU’s between the Board and the City established prior to the last date of execution of this MOU.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students in an effort to promote a safe and positive learning environment.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students on the grounds or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO Program will consist of full time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the current agreement and this MOU.

B. Officer Recruitment & Selection

School officials and the police department office shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

- 1) **College or degree coursework** – SROs are in an educational atmosphere. To increase credibility in this area a college education would be beneficial, but not required.
- 2) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Within one (1) year of entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics that are reviewed and approved by the Board and the City.

V. Operational Procedures

Chain of Command for SRO: The SRO will be ultimately accountable to the Monroe Police Department chain of command. The SROs will extend cooperation to the principals of the School and will function as security and an educational resource person in cooperation with School personnel.

The School Superintendent, or their designee, will submit a performance review to the Chief of Police by no later than the end of the school year.

The SRO's activity in the school is guided by the following procedures:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department office. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As

required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Coordinate investigative procedures between police and school administrators.
- 5) Handle initial police reports of violent crimes committed on campus.
- 6) Take enforcement action on criminal matters when appropriate.
- 7) Attend school special events as needed.
- 8) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

Normally, the SRO is in uniform. The City will provide the SRO with a police vehicle and all required uniforms and equipment normally provided to members of the Police Department.

C. Daily Schedule

The SRO's assignment is for 40 hours per School Resource Officer, each school week on the campuses of Butler Tech while schools are in session. Certain circumstances will require more than 40 hours per week, including, but not limited to, safety drills, meetings, and assemblies. The Butler Tech Superintendent, or their designee, will give appropriate notice to the SRO when more time will be necessary.

The school will provide the SRO access to a work space as is necessary for the performance of his/her duties as the SRO.

D. Absence/ Substitution

The school administration and the police department administration should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs will ideally have had some training in juvenile justice issues and de-escalation techniques.

E. Special Events

To be determined by the police department administration and the school administrators consistent with the written agreement.

F. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges, but should be evaluated on a case-by-case basis. The SRO's powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, which will be distributed to school staff.

G. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

H. Sharing of Information

Communication and information sharing are essential to the success of the SRO program.

1. Sharing of information will be governed by applicable provisions of Federal law, the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Monroe PD and Board policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Monroe PD or from other Police agencies coming into contact with students from the School District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the Monroe PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a member of the Monroe Police Department's command staff.
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file within the City Police Department's Record Management System, and may be shared with other Criminal Justice Agencies, but will not be part of the student's school record.

7. Hearsay information or rumors will alone, not be the basis for any formal action by the Monroe Police Department, though it may be reported to appropriate school administrators. It can be used in an intelligence capacity or to validate the need for further investigation.

8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the territorial limits of the City or the Board shall be relayed to the police department of jurisdiction.

9. When any felony occurs or any crime that prompts a Public Information Officer response from the school district or the City or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.

10. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency. Unless necessary for the execution of duties pursuant to this MOU, the SRO shall not disclose to any third party personally identifiable information concerning a student, or an education record, as that term is defined by the Family Educational Rights and Privacy Act (FERPA), without first obtaining the written consent of a school official and the written consent of the parent or guardian of the student, or the student if 18 years of age or older.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

I. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.
- iii. All searches taking place in or on Board owned premises that are not during emergencies, or in the immediate interest of the health and safety of students, staff, the SRO and other persons, shall only be conducted in the presence of a school administrator as witness.

J. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Board. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

K. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

- 1) Encourage attendance for secondary Assistant Principals at National Association of School Resource Officers Basic SRO training.
- 2) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VI. CRISIS PLANNING

The school administration and the Monroe Police and Fire Departments will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Monroe Police Department Administration shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation in good faith between the Superintendent of the School District and the Monroe City Manager or their designees.

Complaints against the SRO shall follow the normal complaint process of the Monroe Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the building principal.

X. FINANCIAL ARRANGEMENT

The Board agrees to pay for **One (a)** City Police Officers to fulfill the role of SROs for the 2025-2026 school year in the amount outlined in **Appendix A**. The total cost includes salary, City's retirement contribution, Medicare, Workers Compensation premium, and medical insurance. This amount shall automatically increase at the same percentage the SRO receives under the officer's collective bargaining agreement with the City per school year.

The Board shall pay the total amount due within 30 days from receipt of an invoice from the City payable to the City of Monroe and mailed to:

City of Monroe
P. O. Box 330
Monroe, Ohio 45050
Attn: Monroe Police Department

The Board shall pay special in-service training requested by the School Superintendent above and beyond regular police training.

The City will have the status of independent contractor for the purpose of this agreement. The SRO assigned to the School is an employee of the City and shall be subject to the Monroe Police Department's control, supervision, policies, procedures and orders. If, in the School's reasonable judgment, the SRO is not meeting the objectives outlined herein, the School shall notify the City and the parties hereto shall mutually agree on a replacement.

The City will hold sole responsibility for the indemnification of the SRO in performance of his/her duties as the SRO.

XI. TERM

The term of this agreement shall be effective with the 2025-2026 School year and automatically renew in one-year increments unless written notice is provided to either party 30 days prior to the renewal date to terminate this agreement.

Notices shall be addressed to:

City Manager
City of Monroe
P. O. Box 330
Monroe, Ohio 45050

Superintendent
Butler Tech
500 Yankee Road.
Monroe, Ohio 45050

This agreement may be jointly reviewed at the completion of the school year and may be modified with mutual consent of the parties. Either party may request the review of this agreement.

SIGNATURE OF PARTIES & SIGNATURE DATE

City of Monroe

Larry Lester, Monroe City Manager

Date

Butler Tech



David W. Plotts, Butler Tech Executive Director of Business Operations

10/24/2025
Date

APPENDIX A – Cost Breakdown for 2025–2026 School Year

Full Name (25%)	Position	Total Wages	Total Benefits	Total Cost	School (75%) City
Michael Willis	Patrol Officer	\$96,221.08	\$30,702.34	\$126,923.42	\$95,192.56
\$31,730.85					
Total				\$126,923.42	\$95,192.56
\$31,730.85					

Please note that this is the estimated cost for year 1 of the agreement, at 75%/25%, and will likely increase in future years as the collective bargaining agreements are negotiated. The benefit costs are based on pension, Medicare, and insurance selections by each Officer.

RESOLUTION NO. 66-2025

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE APPLICATION AND PARTICIPATION THEREOF BY THE CITY OF MONROE, OHIO IN THE OHIO PUBLIC WORKS COMMISSION PROGRAM FOR FISCAL YEAR 2027.

WHEREAS, the City of Monroe has identified a need for certain public infrastructure improvements; and

WHEREAS, the City of Monroe wishes to undertake such improvements through the Ohio Public Works Commission's (OPWC) Program; and

WHEREAS, the project identified for application under this program is the PRV and Meter Facility located at Navigator Way and South Union Road; and

WHEREAS, the total estimated project cost is \$369,547.00; and

WHEREAS, this project is situated within the City of Monroe limits, Warren County, and within the City of Monroe Water District.

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

SECTION 1: Paul Goodhue, Consultant City Engineer, is hereby authorized to act on behalf of the City of Monroe by preparing and submitting an application to OPWC.

SECTION 2: The City Manager is hereby authorized to enter into and execute any and all agreements, including cooperation agreements, necessary for the acceptance of the grant award and the implementation of the project.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 67-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND PLATTENBURG & ASSOCIATES, INC. FOR THE ANNUAL AUDIT FOR FISCAL YEARS 2025 THROUGH 2029.

WHEREAS, the Ohio Auditor of State sought bids to audit the City of Monroe, Butler County, for the annual fiscal periods from January 1, 2025 through December 31, 2029; and

WHEREAS, the Ohio Auditor of State has awarded the contract to audit based on the proposal submitted in response to the request for bids.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Plattenburg & Associates, Inc. for the annual audit pursuant to the terms and conditions set forth on “Exhibit A” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

**CITY OF MONROE
BUTLER COUNTY
REQUEST FOR PROPOSALS**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE
FOR ENGAGEMENT SERVICES**

Name of Firm:

Plattenburg & Associates, Inc.

Certification:

I hereby certify that I am entitled to represent Plattenburg, CPAs, and empowered to submit this bid and authorized to sign a contract with City of Monroe.



**David C. Minich, CPA
Government Services Partner
Plattenburg & Associates, Inc.**

Total All-inclusive Fixed Fee:

	<u>City of Monroe</u>
Fiscal period ending 2025	\$26,000
Fiscal period ending 2026	26,000
Fiscal period ending 2027	26,000
Fiscal period ending 2028	28,000
Fiscal period ending 2029	<u>28,000</u>
Total for fiscal periods 2025-2029	<u><u>\$134,000</u></u>

CITY OF MONROE
BUTLER COUNTY
REQUEST FOR PROPOSALS

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE
FOR ENGAGEMENT SERVICES

City of Monroe

	Hours	Hourly Rate	Total
Partner	60		
Partner	100		
Senior Manager/Manager	110		
In-Charge Auditor/Staff	130		
Other (Specify): _____			
Out of Pocket Expenses			
Total for period ending 2025	<u>400</u>	\$65.00	<u>\$26,000</u>

	Hours	Average Hourly Rate	Total
Fiscal period ending 2025	400	\$65.00	\$26,000
Fiscal period ending 2026	400	65.00	26,000
Fiscal period ending 2027	400	65.00	26,000
Fiscal period ending 2028	400	70.00	28,000
Fiscal period ending 2029	<u>400</u>	70.00	<u>28,000</u>
Total for fiscal periods 2025-2029	<u>2,000</u>		<u>\$134,000</u>

OHIO AUDITOR OF STATE KEITH FABER



10653 Techwoods Circle
Suite 102
Blue Ash, Ohio 45242
(513) 361-8550 or (800) 368-7419
Southwest_IPA@ohioauditor.gov

November 3, 2025

David Minich, CPA
Plattensburg & Associates, Inc.
8230 Montgomery Road, Suite 150
Cincinnati, Ohio 45236

Dear Mr. Minich:

On behalf of Auditor of State Keith Faber, I am pleased to inform you that the contract to audit the City of Monroe, Butler County, for the annual fiscal periods from January 1, 2025, through December 31, 2029, in accordance with the items and conditions set forth in the Request for Proposals, dated September 22, 2025, has been awarded to Plattensburg & Associates, Inc.

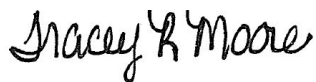
Attached you will find a PDF document of the Memorandum of Agreement and Certification of Compliance (MOA + COC) form. This document is to be executed by an authorized representative of your firm and **forwarded to City of Monroe**. Electronic signatures are acceptable.

The City of Monroe will then sign the MOA + COC form and **return to this office at: Southwest_IPA@ohioauditor.gov**. When fully approved by the Auditor of State, a completely executed document will be sent to you and to the public office. No audit work may be performed, or payments lawfully made regarding this contract until such approval is obtained.

Should you have any questions, please email Southwest_IPA@ohioauditor.gov. We look forward to working with you and, in advance of your cooperation, please accept my appreciation.

Sincerely,

KEITH FABER
Auditor of State

A handwritten signature in black ink that reads "Tracey R. Moore".

Tracey R. Moore, CPA
Assistant Chief Auditor, Southwest Region

cc: Jack Burton, Finance Director, City of Monroe
Angie Carr, Finance Administrator, City of Monroe

RESOLUTION NO. 68-2025

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST QUOTE SUBMITTED FOR THE PLAZA SOUTH SHOPPING CENTER HEATING, VENTILATION, AND AIR CONDITIONING PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND AIR AUTHORITY.

WHEREAS, the City of Monroe obtained quotes for the Plaza South Shopping Center heating, ventilation, and air conditioning project; and

WHEREAS, based on the quotes received, Air Authority has been determined to have submitted the lowest and/or best quote for the project; and

WHEREAS, funds will be appropriated from the 2024 OBM Grant Agreement, which provides funding for improvements to the Plaza South Shopping Center to enhance its use for retail purposes.

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

SECTION 1: The quote submitted by Air Authority in the amount of \$59,897, including \$1,000 for drawings and permits, is hereby accepted as the lowest and/or best quote for the Plaza South Shopping Center heating, ventilation, and air conditioning project.

SECTION 2: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Air Authority for the project described herein, pursuant to the terms and conditions set forth in the quote documents.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



AIR AUTHORITY

HEATING & AIR CONDITIONING, INC.

654 Reading Road • Mason, Ohio 45040-1561
(513) 229-0789 • Fax (513) 229-0797
www.myairauthority.com

Anchor Associates
665 S. Main St
Monroe OH
513-218-1148

thoward@anchor-associates.com

September 12, 2025

Proposal

Install (5) Gas furnaces and (4) A/C & Coils

- ✓ Installation of (4) Trane Model 5TTA3060A3 three phase 208/230v single stage air conditioner having 5.0 ton capacity and 13.4 SEER2. Units to be located on ground in rear of building.
- ✓ Installation of (4) Trane model 5PXCD010 all aluminum evaporator coil with TXV and 5.0 ton capacity.
- ✓ Installation of (5) Trane model S8X1D120 single stage gas furnaces having 120k btu heating capacity with ECM blower and 80% AFUE rating.
- ✓ Install (5) Trane model TCONT302 7 day programmable thermostats.
- ✓ Reconnect to existing A/C & Coil for system #1.
- ✓ Install (3) new linesets reconnect and flush (2) existing linesets. Pressure tested and vacuum pulled to 500 microns.
- ✓ Furnaces to be suspended from ceiling using Unistrut and allthread.
- ✓ Install return air box with 20x25x1 filter rack.
- ✓ Install (3) new 4" galvanized flues to terminate through roof. Air Authority to coordinate with roofer to make penetrations and flash.
- ✓ Reconnect to (2) existing 4" galvanized flues.
- ✓ Install new ¾" PVC condensate drains to terminate to exterior of building.
- ✓ Run new thermostat wire for (3) new thermostats. Reconnect to existing thermostat wire for (2) systems.
- ✓ Electrician to install new high voltage circuit for (3) new furnaces and A/C's. Air Authority to connect to new high voltage circuits.
- ✓ Plumber to install gas line and stub pipe to furnace location. Air Authority to connect gas line to furnace and install drip legs.
- ✓ Includes cost of lift to install furnaces.
- ✓ Reconnect to existing supply and return ductwork for (2) existing systems. Ductwork for 3 new systems to be installed by others.
- ✓ Start up to manufacturers specifications by NATE Certified Technicians.
- ✓ 5 (five) year compressor warranty by Trane.
- ✓ 10 (ten) year heat exchanger warranty by Trane.
- ✓ 1 (one) year parts warranty by Trane
- ✓ 1 (one) Year Air Authority Labor Warranty.



AIR AUTHORITY

HEATING & AIR CONDITIONING, INC.

654 Reading Road • Mason, Ohio 45040-1561
(513) 229-0789 • Fax (513) 229-0797
www.myairauthority.com

Total Investment if paid by Cash or Check.....\$57,937.00

3 (three) outdoor disconnects if not supplied by electrician add.....\$960.00

(Does not include cost of permit) cost TBD

Acceptance of Proposal

We propose to hereby to furnish labor and materials – complete in accordance with the above Specifications for the sum of **\$57,937.00** Payment in full is due upon completion of installation.

Date of

Acceptance _____ Signature _____

Air Authority Signature Michael Cook

Please sign and return one copy to Air Authority upon acceptance



Cincinnati Office: 3642 Muddy Creek Road
Cincinnati, Ohio 45238
[513] 347-4500

Columbus Office: 1790 Harmon Avenue, Suite D
Columbus, Ohio 43223
[614] 641-7044

October 27, 2025

Anchor Property Management
4901 Hunt Road, Suite 102
Blue Ash, Ohio 45242
Attention: Mr. Tom Howard

**RE: REPLACE (1) FURNACE AND INSTALL (3) SPLIT SYSTEMS
665-685 MAIN STREET, MONROE OHIO – HVAC SCOPE**

Dear Tom,

We are pleased to quote the following scope of work:

➤ Unit #1:

- Replace (1) 80% furnace with new 80% furnace with 5 ton drive
- Existing Trane condenser and indoor evap coil to be reused

Total Cost: \$ 4,800.00

➤ Unit #2:

- Install new 5 ton 80% furnace with matching indoor evap coil with matching outdoor condensing unit
- Includes refrigerant piping

Total Cost: \$14,800.00

➤ Unit #3:

- Install new 5 ton 80% furnace with matching indoor evap coil with matching outdoor condenser
- Includes refrigerant piping

Total Cost: \$14,800.00

➤ Unit #4:

- Install new 5 ton 80% furnace with matching indoor evap coil with matching outdoor condenser
- Includes refrigerant piping

Total Cost: \$14,800.00

➤ Unit #5:

- Install new 5 ton 80% furnace with matching indoor evap coil with matching outdoor condenser
- Includes refrigerant piping

Total Cost: \$14,800.00



MECHANICAL CONTRACTORS
INDUSTRIAL AND COMMERCIAL SHEET METAL FABRICATORS
AN EQUAL EMPLOYMENT OPPORTUNITY COMPANY

We do not include:

- Power wiring
- Gas piping
- Roof flashing and framing
- Permits
- Applicable sales tax

If you have any questions regarding the above, please do not hesitate to call me at (513) 347-4500 (Office) or (513) 623-0031 (Cell).

Thank you,

Marsden Mechanical, L.L.C.

d/b/a Feldkamp Enterprises

Pat Heeney

Pat Heeney
Sales/Estimation



MECHANICAL CONTRACTORS

INDUSTRIAL AND COMMERCIAL SHEET METAL FABRICATORS
AN EQUAL EMPLOYMENT OPPORTUNITY COMPANY



HEATING • AIR CONDITIONING • ELECTRIC
“Commercial Residential Since 1946”
OH State License #13211
www.RobinsonHeating.com

(513) 422-2070
Fax (513) 422-3697
1208 Second Ave.
Middletown, Ohio 45044

PROPOSAL

Anchor Property Management
4901 Hunt Road, Suite 102
Blue Ash, OH 45242

October 7, 2025

ATTN: Tom Howard
JOB: 665 – 685 S Main Street Monroe Oh

We are pleased to quote the following for your consideration:

Bay 1

- Replace existing furnace, 80% efficiency
- Replace flu piping
- Reuse existing flu pipe thru roof
- New secondary drain pan w/condensation safety switch
- Reconnect existing evaporator coil
- Existing condensing unit to remain
- Miscellaneous installation material
- All required installation labor

Bay 2

- Install furnace, 80% efficiency
- Install evaporator coil at furnace
- Install air conditioning outdoor section, 60,000 btu
- New secondary drain pan w/condensation safety switch
- Condensation removal piping
- Refrigerant lines
- Furnace flu piping from furnace thru roof
- Return air box w/filter rack
- Thermostat and wire
- Control wire from furnace to outdoor condensing unit
- Miscellaneous installation material
- All required installation labor

Bay 3

- Remove & replace furnace, 80% efficiency
- Remove & replace evaporator coil at furnace
- Install air conditioning outdoor section, 60,000 btu
- New secondary drain pan w/condensation safety switch
- Condensation removal piping
- Refrigerant lines
- Furnace flu piping from furnace thru roof

- Return air box w/filter rack
- Thermostat and wire
- Control wire from furnace to outdoor condensing unit
- Miscellaneous installation material
- All required installation labor

Bay 4

- Install furnace, 80% efficiency
- Install evaporator coil at furnace
- Install air conditioning outdoor section, 60,000 btu
- New secondary drain pan w/condensation safety switch
- Condensation removal piping
- Refrigerant lines
- Furnace flu piping from furnace thru roof
- Return air box w/filter rack
- Thermostat and wire
- Control wire from furnace to outdoor condensing unit
- Miscellaneous installation material
- All required installation labor

Bay 5

- Install furnace, 80% efficiency
- Install evaporator coil at furnace
- Install air conditioning outdoor section, 60,000 btu
- New secondary drain pan w/condensation safety switch
- Condensation removal piping
- Refrigerant lines
- Furnace flu piping from furnace thru roof
- Return air box w/filter rack
- Thermostat and wire
- Control wire from furnace to outdoor condensing unit
- Miscellaneous installation material
- All required installation labor

Total for the above \$74,060.00

Option – 96% Furnaces

- Two stage burners
- Required PVC flu & combustion air piping
- Condensation removal piping for each furnace

Total w/96% Furnace Option \$83,960.00

1. Required mechanical drawings & permit included
2. No allowance has been made for roofer fees
3. No return air smoke detectors included
4. Natural gas piping not included
5. Condensing units for Bay 2, 3, 4 & 5 to be located at rear of building on ground
6. Refrigerant lines & control wiring on exterior of building to be enclosed in Speedichanell

Please let me know if additional information is required

Pete Robinson

AVAILABLE FOR LEASE

PROPERTY HIGHLIGHTS

- 1,250 - 6,250 SF available
- Located one mile from I-75/SR 63 interchange and 2.4 miles from the Cincinnati Premium Outlets
- Restaurants in the area include Clubhouse Sports Grille, Richards Pizza, Chipotle, McDonald's, Taco Bell, Arby's, Burger King, Culvers, Skyline and Jersey Mike's.
- Retailers in the area include: Kroger, Garver Family Farm Market, Traders World, and Miami Valley Gaming.
- Population of 24,835 within a 3-mile radius and an average household income of \$158,997.

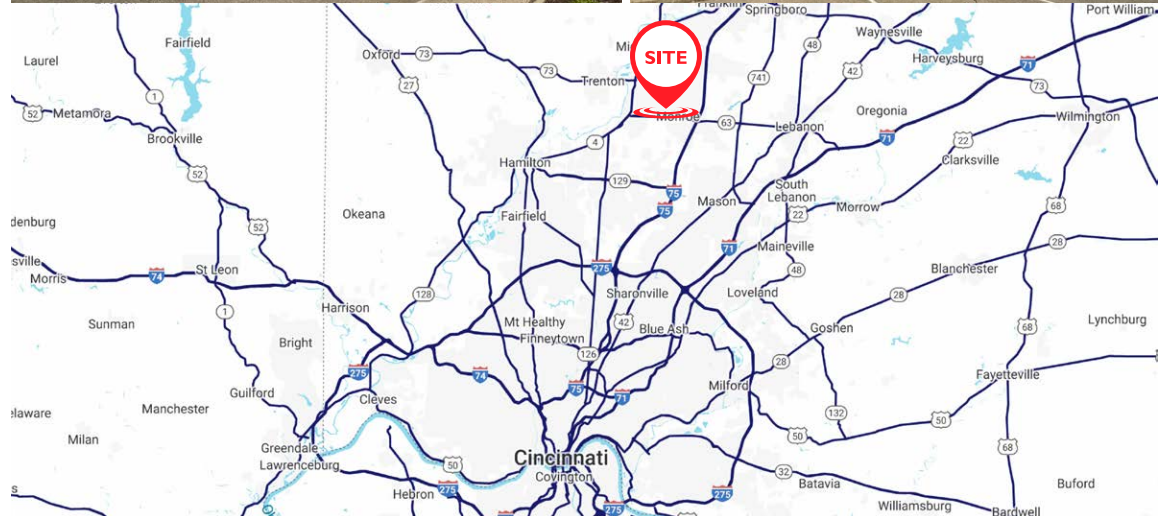


TRAFFIC COUNTS

- 27,932 (25) VPD: SR 63
- 122,999 (24) VPD: I-75
- 10,800 (24) VPD: Cincinnati Dayton Rd

2025 EST. DEMOGRAPHICS

	1 MILE	3 MILES	5 MILES
POPULATION	6,987	24,835	95,955
HOUSEHOLDS	2,500	8,117	33,835
AVG HH INCOME	\$129,622	\$158,997	\$141,776
EMPLOYEES	1,173	7,233	23,816



CONTACT

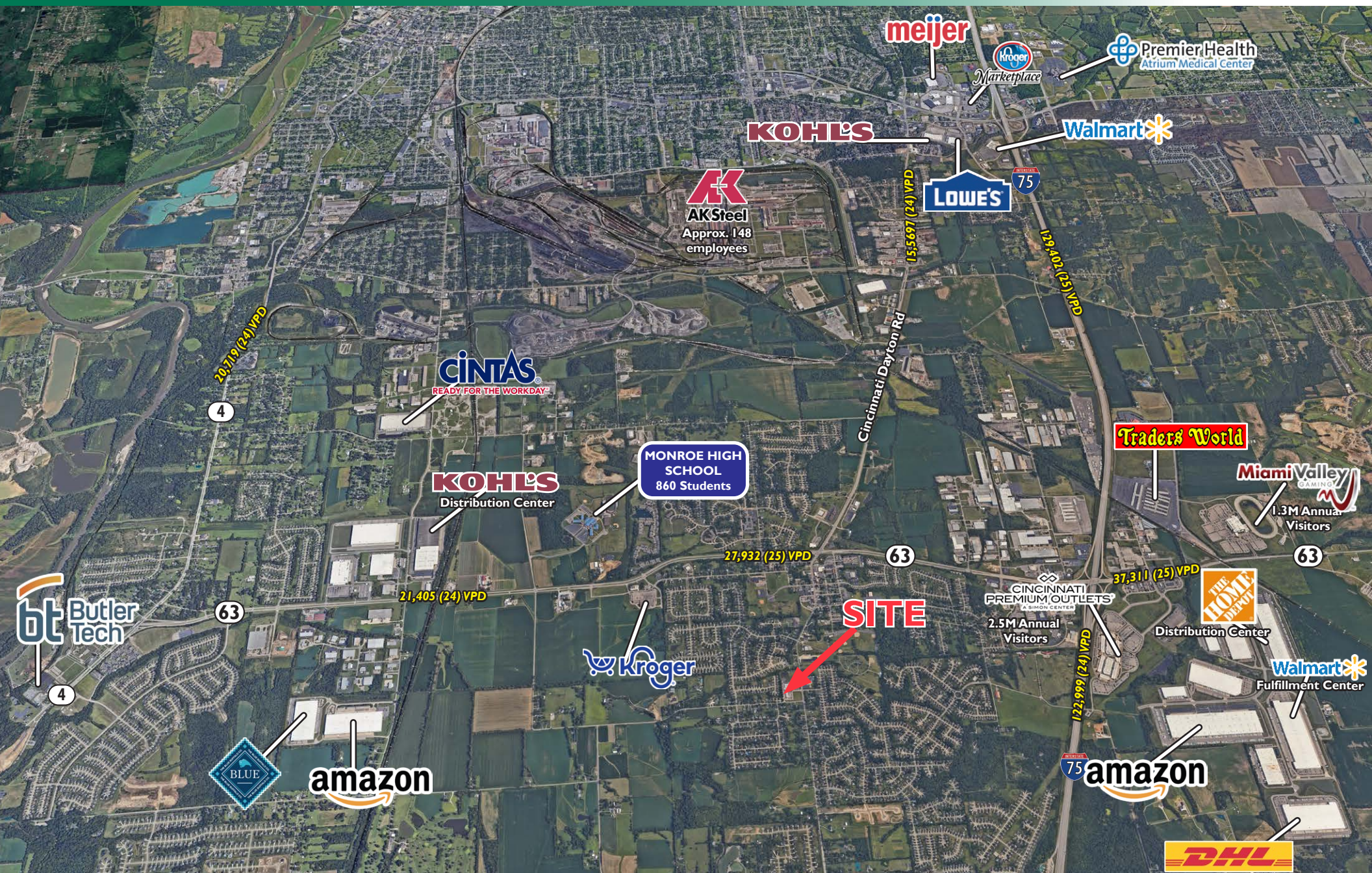
AARON BELL
513 784 1106
abell@anchor-associates.com

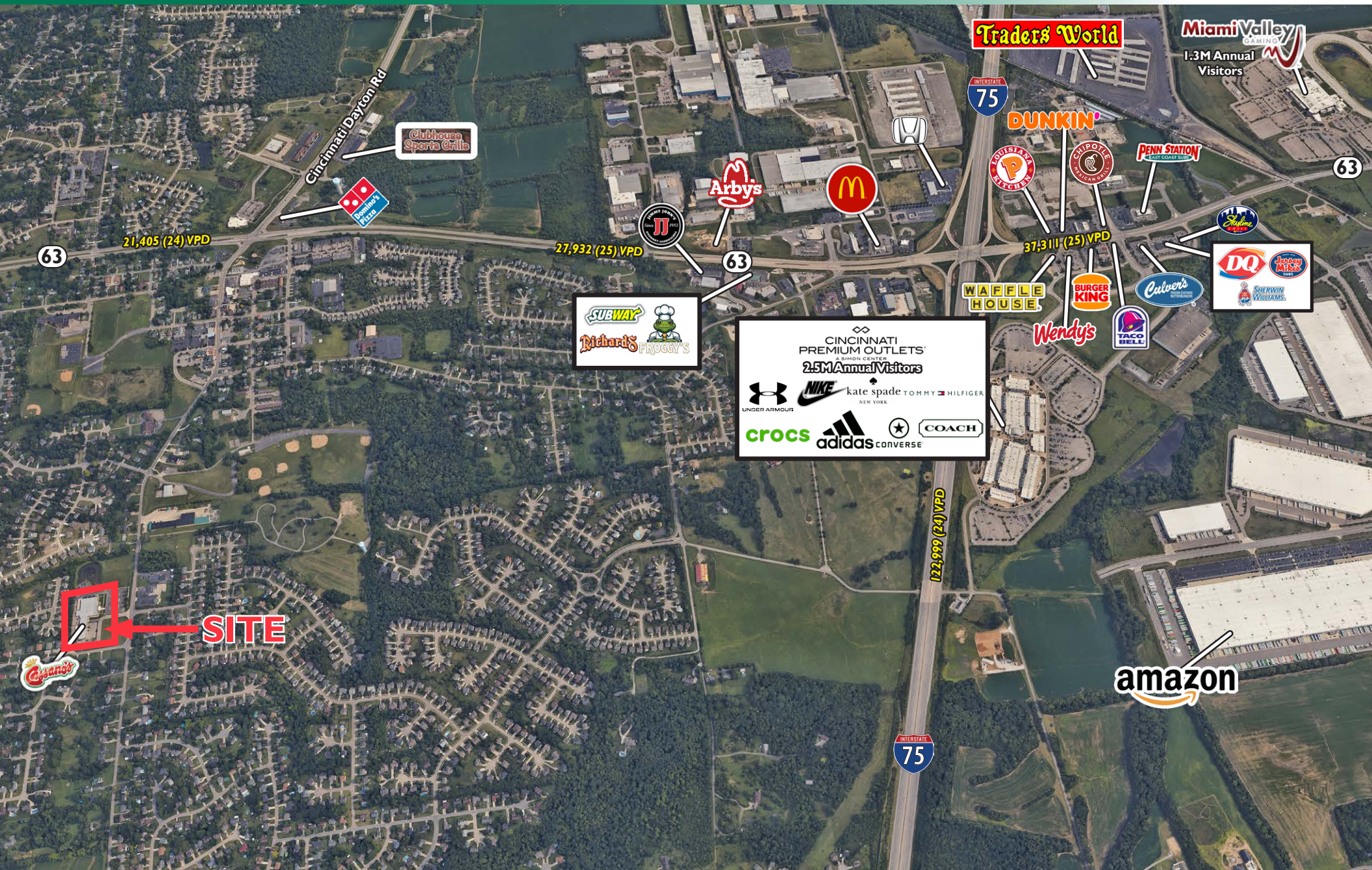
BLAKE HASSELBECK
513 784 1106
bhasselbeck@anchor-associates.com

601 S Main Street

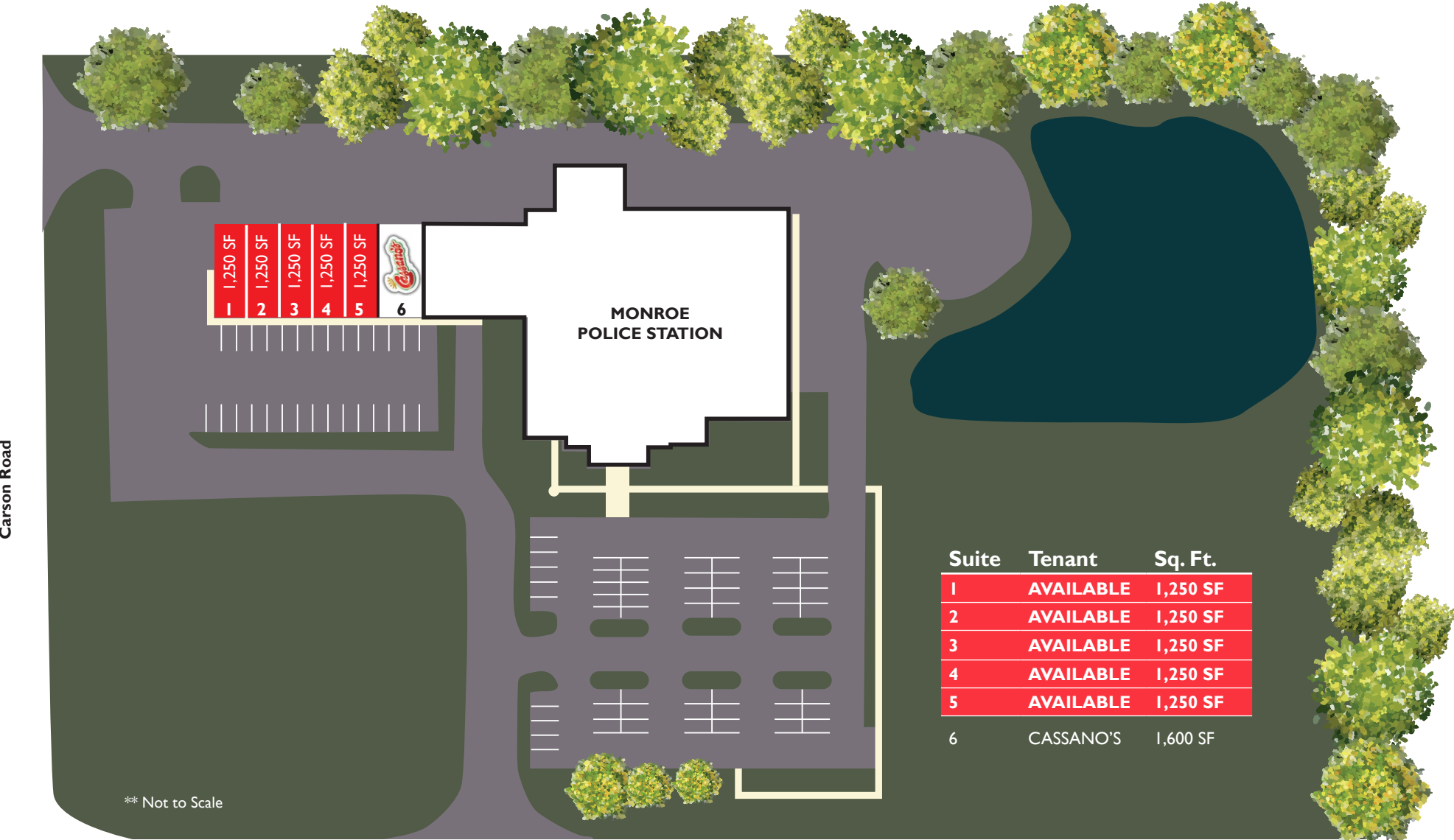
MONROE, OHIO 45050

Anchor
ASSOCIATES





SITE PLAN



Cincinnati Dayton Road

RESOLUTION NO. 69-2025

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF CYBERSECURITY MEASURES PURSUANT TO OHIO HOUSE BILL 96 AND DIRECTING STAFF TO DEVELOP A COMPREHENSIVE CYBERSECURITY PROGRAM.

WHEREAS, the State of Ohio enacted House Bill 96, effective September 30, 2025, requiring all political subdivisions to adopt and maintain a cybersecurity program, to report cyber incidents, and prohibiting payment of ransomware demands without legislative approval; and

WHEREAS, failure to comply may lead to audit findings, financial liabilities, operational disruption, and reputational harm; and

WHEREAS, it is in the public interest to protect the confidentiality, integrity, and availability of municipal systems, data, and services; and

WHEREAS, certain technical and procedural components of the cybersecurity plan are classified and exempt from public disclosure for security reasons; and

WHEREAS, Council has determined that it is in the best interest of the City to approve implementation of the House Bill 96 Cybersecurity Plan as proposed by the Information Technology Division (IT).

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

SECTION 1: Council hereby authorizes and directs the IT Division to develop and implement a comprehensive cybersecurity program consistent with House Bill 96 and best practices.

SECTION 2: Specific operational and technical measures described within the plan are classified and shall not be disclosed publicly, consistent with state and federal cybersecurity standards.

SECTION 3: Funding for this initiative shall be drawn from approved Information Technology budget allocations or other designated funds, as authorized by the City Manager.

SECTION 4: Council will require all ransomware payments to be approved via separate resolution or ordinance, explicitly stating the justification and public interest.

SECTION 5: Council will receive periodic status reports on the cybersecurity program, including risks, incidents, progress, and funding needs.

SECTION 6: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

ORDINANCE NO. 2025-38

AN ORDINANCE AMENDING ORDINANCE NO. 2024-33 TO AUTHORIZE A 3.5% COST OF LIVING ADJUSTMENT TO NON-UNION EMPLOYEES AND ESTABLISH THE DEFERRED COMPENSATION AMOUNT TO EXECUTIVE LEVEL EMPLOYEES.

WHEREAS, Council desires to authorize a 3.5% cost of living adjustment for all non-union employees; and

WHEREAS, Council desires to establish the deferred compensation amount to executive level employees pursuant to Personnel Policy 2-2(a)5.

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

SECTION 1: Ordinance No. 2024-33 is hereby amended as set forth on Exhibit “1” attached hereto and made a part hereof.

SECTION 2: There shall be no reduction in pay for those employees with a current rate of pay above the maximum rate of pay grade established for their position. Employees with a rate of pay above the maximum rate of pay grade established for their position shall receive the same cost of living increase on their base pay as all non union employees.

SECTION 3: Pursuant to Personnel Policy 2-2(a)5, the executive level employees as defined in the Employee Handbook is established at \$5,000 for the 2026 yearly contribution into a qualified deferred compensation plan.

SECTION 4: That 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

TITLE	CLASS	POSITIONS	PAY GRADE
NON UNION EMPLOYEES			
COUNCIL			
CLERK OF COURTS	C	1	3
CITY MANAGER'S OFFICE			
ASSISTANT CITY MANGER	UC	1	10
HUMAN RESOURCES MANAGER	UC	1	7
TECHNOLOGY SERVICES MANAGER	UC	1	7
IT OPERATIONS MANAGER	UC	1	7
HUMAN RESOURCES SPECIALIST	UC	1	5
ECONOMIC DEVELOPMENT MANAGER	UC	1	7
TECHNOLOGY SUPPORT SPECIALIST	UC	1	3
COMMUNICATIONS AND MANAGEMENT ASSISTANT	UC	1	4
INTERN/SEASONAL STAFF	UC	1	1
DEVELOPMENT			
DEVELOPMENT DIRECTOR	UC	1	9
ASSISTANT DEVELOPMENT DIRECTOR	UC	1	8
PLANNER	UC	1	5
PROPERTY MAINTENANCE INSPECTOR	UC	1	4
PLANNING & ZONING SPECIALIST	UC	1	3
FINANCE			
FINANCE DIRECTOR	UC	1	9
FINANCE ADMINISTRATOR	UC	1	7
FINANCIAL SERVICES MANAGER	UC	1	7
INCOME TAX ADMINISTRATOR	UC	1	7
FINANCE SPECIALIST (Payroll & Accounts Payable)	UC	2	3
INCOME TAX AUDITOR	UC	2	3
COMMUNITY SERVICES SPECIALIST	UC	3	2
UTILITY BILLING SPECIALIST	UC	2	2
ADMINISTRATIVE SUPPORT CLERK	UC	1	1
INTERN/SEASONAL STAFF	UC	1	1
FIRE			
FIRE CHIEF	UC	1	9
ASSISTANT FIRE CHIEF	UC	3	8A
FIRE CAPTAIN	C	1	UNION SCALE
EMS COORDINATOR	C	1	UNION SCALE
BATTALION CHIEF	C	3	UNION SCALE
FIRE ADMINISTRATIVE ASSISTANT	UC	1	2
FIRE LIEUTENANT	C	6	UNION SCALE
FIREFIGHTER/PARAMEDIC/EMT	C	34	UNION SCALE
POLICE			
POLICE CHIEF	UC	1	9
POLICE CAPTAIN	UC	2	8A
POLICE LIEUTENANT	C	3	UNION SCALE

COMMUNICATIONS SUPERVISOR	UC	1	5
DISPATCHER	C	8	3
RECORDS SUPERVISOR	UC	1	5
POLICE ADMINISTRATIVE ASSISTANT	UC	1	2
POLICE SERGEANT	C	4	UNION SCALE
PATROL OFFICER	C	29	UNION SCALE
PUBLIC WORKS			
PUBLIC WORKS DIRECTOR	UC	1	9
CIVIL ENGINEER	UC	1	7
ASSISTANT PUBLIC WORKS DIRECTOR	UC	2	8
PUBLIC WORKS SUPERINTENDENT	UC	3	6
GIS ANALYST	UC	1	6
PROJECT MANAGER/INSPECTOR	UC	1	5
PUBLIC WORKS ADMINISTRATIVE ASSISTANT	UC	2	2
INTERN/SEASONAL STAFF	UC	4	1
PUBLIC WORKS CREW LEADER	C	6	UNION SCALE
SERVICE WORKER II & III	C	20	UNION SCALE
SERVICE WORKER I	UC		UNION SCALE

UNION EMPLOYEES

CLASS: C= CLASSIFIED UC= UNCLASSIFIED

2026 - Increased by 3.5%

Pay Grade	Pay Ranges			
	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
10	\$ 114,884.14	\$ 164,366.33	\$55.23	\$79.02
9	\$ 107,225.19	\$ 153,469.96	\$51.55	\$73.78
8A	\$ 101,766.37	\$ 139,518.15	\$48.93	\$67.08
8	\$ 100,075.14	\$ 131,041.70	\$48.11	\$63.00
7	\$ 81,423.97	\$ 114,375.24	\$39.15	\$54.99
6	\$ 73,510.59	\$ 102,914.81	\$35.34	\$49.48
5	\$ 63,612.48	\$ 89,057.47	\$30.58	\$42.82
4	\$ 58,523.48	\$ 81,932.87	\$28.14	\$39.39
3	\$ 53,434.48	\$ 74,808.27	\$25.69	\$35.97
2	\$ 50,991.76	\$ 71,388.47	\$24.52	\$34.32
1	\$ 40,106.66	\$ 50,889.98	\$19.28	\$24.47

ORDINANCE NO. 2025-39

AN ORDINANCE ESTABLISHING AN INCENTIVE DISTRICT AND DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; IDENTIFYING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, IN THE PROCESS OF BEING MADE, OR THAT ONCE MADE, WILL BENEFIT OR SERVE THE PARCELS IN THE INCENTIVE DISTRICT; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS WITH GRAND COMMUNITIES, LLC, AND APPROVING RELATED MATTERS.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42, 5709.43, 5709.82 and 5709.83 (the “TIF Statute”) provide that this Council (the “Council”) of the City of Monroe, Ohio (the “City”) may, under certain circumstances, (i) establish one or more Incentive Districts within the City, and declare the Improvements (as defined below) to real property located within those Incentive Districts, to be a public purpose, (ii) exempt a percentage of such Improvements from real property taxation, (iii) identify certain public infrastructure improvements made, to be made, in the process of being made, or that once made, will benefit or serve that real property, (iv) identify one or more specific projects being, or to be, undertaken in the Incentive District that place additional demand on the designated public infrastructure improvements, (v) require payments in lieu of real property taxes by the owners of the real property, and (vi) establish a public improvement tax increment equivalent fund and accounts and subaccounts therein; and

WHEREAS, the real property comprising the Incentive District, defined below and described on Exhibit “A” attached hereto and incorporated herein (the “Property” with each parcel comprising the Property being referred to individually as a “Parcel”) is located within the City and is (i) not more than three hundred (300) total acres in size, (ii) enclosed by a continuous boundary, and (iii) pursuant to Emergency Ordinance No. 2024-31 approved by this Council on November 26, 2024, the real property tax exemption applicable to the Parcel originally authorized under Ordinance No. 2004-26 (the “Original TIF Ordinance”) and Ohio Revised Code Section 5709.40 was terminated from and after tax lien date January 1, 2025 and this Council declared the Parcel a “nonperforming parcel” under Ohio Revised Code Section 5709.40(A)(9) (the “Nonperforming Parcel Ordinance”); and

WHEREAS, as a result of the Nonperforming Parcel Ordinance, the Parcel is not currently subject to another real property tax exemption authorized pursuant to Ohio Revised Code Section 5709.40(B) nor included within an existing incentive district established under Ohio Revised Code Section 5709.40(C) and may be included within a subsequent incentive district established under Ohio Revised Code Section 5709.40(C); and

WHEREAS, pursuant to the TIF Statute, the boundaries of the Incentive District are coextensive with the boundaries of, and will include only, the respective portions of the Parcels comprising the Property, as specifically identified and depicted by Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the City, in partnership with Grand Communities, LLC, a Kentucky limited liability company, together with its successors and assigns (the “Land Owner”) and its affiliate Fischer Homes, Inc. has prepared a strategy fostering the development of an area of the City more commonly known as the “Stonybrook by Fischer Homes” project in order to cause the new construction of a subdivision within the City currently expected to include not more than 219 single family dwelling units, all as more generally described pursuant to (i) that Development Agreement entered into between the City and the Land Owner pursuant to Ordinance No. 2024-15 approved by this Council (the “Council”) on May 28, 2024 and Ordinance No. 2024-16 approved by this Council on June 11, 2024 (the “Development Agreement”), and (ii) that Planned Unit Development Agreement executed on August 10, 2023 between the City and the Land Owner (the “PUD” and together with the Development Agreement, the “Project Documents”), together with any amendments to the Project Documents as may be required from time to time (collectively, the “Project”); and

WHEREAS, the public infrastructure improvements described by Exhibit “B” attached hereto and incorporated herein (the “Public Infrastructure Improvements”) will benefit or serve the Parcels comprising the Incentive District, and as required by Ohio Revised Code Section 5709.40(C)(3)(a), this Council has determined that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Property and within the Incentive District; and

WHEREAS, as required by Ohio Revised Section 5709.40(A)(5)(f), this Council has approved a written Economic Development Plan (the “Plan”) with respect to the Incentive District and delineated an “overlay” (as defined by Ohio Revised Code Section 5709.40(A)(6)) upon a map of the proposed Incentive District pursuant to its adoption of Resolution No. 52-2025 on September 9, 2025; and

WHEREAS, as required by Ohio Revised Code Section 5709.40(A)(5)(f), the engineer for the City, has certified, effective May 14, 2025, that the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District, all as further evidenced by the Plan; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40(C)(2)(a), the City held a public hearing on October 14, 2025 which such hearing occurred not later than thirty (30) days prior to the date on which this Council considered adoption of this Ordinance, notice of the public hearing was sent by first-class mail to each owner of each Parcel to be located within the boundaries of the proposed Incentive District not later than thirty (30) days prior to the public hearing, and this Council has not received written request for any Parcel to be excluded from inclusion in any Incentive District from any owner pursuant to Ohio Revised Code Section 5709.40(C)(2)(a); and

WHEREAS, under Ohio Revised Code Section 5709.42, this Council has determined to require the owner or owners of each Parcel comprising the Property within the Incentive District, together with their successors and assigns (each an “Owner”, and collectively the “Owners”), to make service payments in lieu of real property taxes on the portion of the Improvements exempted from real property taxation pursuant to this Ordinance; and

WHEREAS, under Ohio Revised Code Section 5709.43, this Council has determined to establish a municipal public improvement tax increment equivalent fund for the deposit of service payments in lieu of real property taxes (the “Stonybrook Incentive District TIF Fund”); and

WHEREAS, this Council desires that the Treasurer of Butler County, Ohio (the “County Treasurer”) distribute service payments in lieu of real property taxes in the manner prescribed by Section 4 of this Ordinance, all in accordance with Ohio Revised Code Sections 5709.42 and 5709.43; and

WHEREAS, the City sent notice of this Council’s intention to exempt the Improvements from real property taxation to the Boards of Education of the Lakota Local School District and the Butler Technology & Career Center (the “School Districts”) in accordance with Ohio Revised Code Sections 5709.40(D) and 5709.83 and hereby ratifies the giving of such notice by the City; and

WHEREAS, the City sent notice of this Council’s intention to exempt the Improvements from real property taxation to the Board of Commissioners of Butler County (the “County”) in accordance with Ohio Revised Code Section 5709.40 and hereby ratifies the giving of such notice by the City; and

WHEREAS, the City desires that the Public Infrastructure Improvements be constructed in conjunction with the Project and desires to enter into one or more Tax Increment Financing Agreements (each a “TIF Agreement”) between the City and the Land Owner all in order to set forth the manner in which the costs of the Public Infrastructure Improvements shall be paid from the Stonybrook Incentive District TIF Fund; and

WHEREAS, this Council finds the Project in the best interests of the City with respect to the City’s desire to encourage the new construction of single family dwelling units upon currently vacant real property in the City.

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

SECTION 1: This Council hereby establishes the Stonybrook Incentive District, which shall consist of the Parcels comprising the Property. The boundaries of the Incentive District are depicted on Exhibit “A” hereto and incorporated herein. Pursuant to Ohio Revised Code Section 5709.40(C), this Council finds and determines that it is in the best interest of the City to declare the increase in the assessed value of each Parcel comprising the Property within the Incentive District after the effective date of this Ordinance (the “Improvements”) to be a public purpose and to authorize an exemption from real property taxation equal to

one-hundred percent (100%) of such Improvements (the “TIF Exemption”). The TIF Exemption shall commence on the earlier of (i) the first tax year following the effective date of this Ordinance for which Improvements attributable to the construction of one or more structures within the boundaries of the Incentive District collectively total at least \$1,000,000.00 in assessed value (e.g., 35% of the true value) first appear on the tax list and duplicate of real and public utility property within the boundaries of the Incentive District or (ii) tax year 2034 (the “Commencement Date”). The TIF Exemption shall end on the earlier of (i) thirty (30) years after the Commencement Date or (ii) the date on which the Public Infrastructure Improvements are paid in full and the City can no longer require Service Payments from the Owners, all in accordance with the requirements of the TIF Statute.

SECTION 2: Pursuant to Ohio Revised Code Section 5709.42, this Council directs and requires each Owner of each Parcel comprising the Property included within the Incentive District to make annual service payments in lieu of real property taxes with respect to the Improvements allocable to each Parcel to the County Treasurer on or before the final dates for payment of real property taxes. Service payments in lieu of real property taxes, including any penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if it were not subject to the TIF Exemption authorized by this Ordinance. Such service payments in lieu of real property taxes, penalties and interest, and any other payments with respect to the Improvements that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the “Property Tax Rollback Payments,” and together with the service payments in lieu of real property taxes and penalties and interest described above, the “Service Payments”), will be allocated and distributed in accordance with Section 4 of this Ordinance.

SECTION 3: This Council hereby establishes, pursuant to and in accordance with the provisions of the TIF Statute, the Stonybrook Incentive District TIF Fund into which the City shall deposit all Service Payments collected with respect to the Parcels included within the Incentive District and received from the County Treasurer. Within the Stonybrook Incentive District TIF Fund, the Director of Finance of the City, or their designee, is hereby authorized to establish one or more accounts or sub-accounts associated with the Stonybrook Incentive District TIF Fund, as may be required from time to time in the sole discretion of the Director of Finance. The City, in its sole discretion, may utilize Service Payments deposited into the Stonybrook Incentive District TIF Fund, and its associated accounts and sub-accounts, for the purposes authorized by the TIF Statute, this Ordinance, and other generally applicable Ohio law, including, but not limited to, paying costs of the Public Infrastructure Improvements in a manner consistent with one or more TIF Agreements. The Stonybrook Incentive District TIF Fund shall exist so long as Service Payments are collected and used for the purposes described above, after which the Stonybrook Incentive District TIF Fund, and its associated accounts and sub-accounts, are to be dissolved and any surplus funds remaining in the Stonybrook Incentive District TIF

Fund shall be transferred to the City's general fund, all as set forth under Ohio Revised Code Section 5709.43.

SECTION 4: At the same time and in the same manner as real property tax distributions, the City requests that the County Treasurer distribute the Service Payments applicable to the Incentive District as follows:

FIRST, to the appropriate taxing authorities the portion of the Service Payments that represent payments required under Ohio Revised Code Section 5709.40(F), as is required of the County Treasurer pursuant to Ohio Revised Code Section 5709.43(C); and,

SECOND, the remainder to the City for deposit into the Stonybrook Incentive District TIF Fund.

The City shall then use the Service Payments for such uses as may be identified and approved by the City from time to time, including, but not limited to, the following:

FIRST, to make compensation payments to the School Districts and the County in accordance with the associated compensation agreements; and,

SECOND, to the City to pay the costs of administration of the TIF Fund and the costs of administration required under the TIF Agreement; and,

THIRD, to the Land Owner, to reimburse the Land Owner for the remaining costs associated with the Public Infrastructure Improvements constructed by, or on behalf of, the Land Owner (the "Land Owner Reimbursement Amount"), all on the terms and conditions further provided in and described by one or more TIF Agreements; and,

FOURTH, payment of the costs of any other Public Infrastructure Improvements defined by Ohio Revised Code Section 5709.40(A)(8) and selected in the sole discretion of the City, made, to be made, in the process of being made, or that once made will benefit or serve the Parcels of the Property included within the Incentive District, all as authorized under Ohio Revised Code Section 5709.40 and more particularly defined by Exhibit "B" attached hereto and incorporated herein, and,

FIFTH, for any other lawful purpose pursuant to this Ordinance, the TIF Statute, its related laws and rules, and other generally applicable Ohio law.

SECTION 5: This Council determines that the Public Infrastructure Improvements described by Exhibit "B" attached hereto, are public infrastructure improvements made, to be made, in the process of being made, or that once made, will benefit or serve the Parcels included within the Incentive District. As required by Ohio Revised Code Section 5709.40(C)(3)(a), this Council hereby determines that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Property within the Incentive District.

SECTION 6: This Council hereby approves one or more TIF Agreements to be executed by and among the City and the Land Owner, in substantially the form on file with the Clerk of this Council or to be negotiated between the City and the Land Owner. The City Manager and

the Director of Finance, together with their designees, are hereby authorized to execute and deliver one or more TIF Agreements with such changes as are not inconsistent with this Ordinance and as are not materially adverse to the City as may be approved by the City Manager, which such approval shall be evidenced conclusively by the execution of one or more TIF Agreements by the City Manager. The City Manager and the Director of Finance, together with their designees, are authorized and directed to sign any other agreement, document, instrument, amendment, or certificate and to take such actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by this Ordinance and one or more TIF Agreements.

SECTION 7: This Council further authorizes and directs the City Manager and the Director of Finance, or their designees, and other appropriate officers of the City to: (i) make such arrangements as are necessary and proper for the collection of Service Payments from the Owners of any of the Parcels comprising the Property and included within the Incentive District, (ii) facilitate the payment of the Service Payments from the County Treasurer to the City for deposit into the Stonybrook Incentive District TIF Fund, (iii) prepare and sign all agreements, documents, instruments, amendments, or certificates as may be necessary to implement this Ordinance from time to time, including, but not limited to, any applications for real property tax exemption and remission (Form DTE-24) that may be required with respect to the Incentive District, and (iv) take all other actions as may be appropriate to implement this Ordinance. For the avoidance of doubt, Ohio Revised Code Section 5709.911 shall govern the priority status of the TIF Exemption authorized pursuant to this Ordinance. Pursuant to Ohio Revised Code Section 5709.40(C), 5709.911, and 5715.27, the Land Owner or the City may apply for the TIF Exemptions authorized pursuant to this Ordinance with respect to the Parcels owned or to be owned by the Land Owner and included within the Incentive District, as may be further determined by one or more TIF Agreements; provided, that any exemption application filed with the Ohio Tax Commissioner under Ohio Revised Code Section 5715.27 with respect to this Ordinance shall identify (i) the nonperforming parcels included in the Incentive District, (ii) the Original TIF Ordinance under which the nonperforming parcels were originally exempted, and (iii) the value history of each nonperforming parcel since the enactment of the Original TIF Ordinance, all as required by Ohio Revised Code Section 5709.40(C)(1).

SECTION 8: Pursuant to Ohio Revised Code Section 5709.40(I), the City Manager and the Director of Finance, together with their designees, are authorized and directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development (“ODOD”) within fifteen (15) days of its adoption. On or before March 31st of each year that a TIF Exemption authorized pursuant to this Ordinance remains in effect, the City Manager and the Director of Finance, together with their designees, are authorized to prepare and submit the status report required under Ohio Revised Code Section 5709.40(I) to the Director of ODOD.

SECTION 9: In accordance with Ohio Revised Code Section 5709.832, this Council hereby determines that no entity doing business upon any Parcel or any portion of any Parcel comprising the Property and included within the Incentive District shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, or ancestry.

SECTION 10: The City acknowledges that it has created, or has joined, an applicable Tax Incentive Review Council (the “TIRC”) with the membership of the TIRC constituted in accordance with Ohio Revised Code Section 5709.85. The TIRC shall, in accordance with Ohio Revised Code Section 5709.85, annually review all TIF Exemptions resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before the TIRC, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 11: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 12: 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

Exhibit “A” Ord. No. 2025-39

Description of Parcel and Incentive District

The Property consists of that Parcel identified in the records of the Butler County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Ordinance to which this Exhibit A is attached. It is expected that the Land Owner may submit one or more applications to the Development Department of the City to re-plat the Property and convey fee simple ownership to future owners of not more than 219 single family dwelling units. Such re-plat may occur after the adoption of the Ordinance to which this Exhibit A is attached. For the avoidance of doubt, the Parcels of Property to be included within the Incentive District shall consist of, and the authorizations of the Ordinance to which this Exhibit A is attached shall apply to, the Butler County Auditor’s permanent parcel identification number: D7000011000005 comprising the Property outlined in red below, as such Parcel may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time by the City, Land Owner, or the Butler County Auditor.



Public Infrastructure Improvements

The Public Infrastructure Improvements consist generally of acquiring and constructing the Public Infrastructure Improvements described below, as selected in the sole discretion of the City in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law, including but not limited to, the following:

- Any costs of Public Infrastructure Improvements consistent with this Exhibit B that are specifically identified by one or more TIF Agreements on file with the Clerk of Council or to be negotiated between the City and the Land Owner, including as may be amended from time to time, all to benefit or serve the Parcel comprising the Property and the Incentive District; and
- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing, or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians, and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto; and
- Construction, reconstruction, or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly owned utilities), storm and sanitary sewers (including necessary site grading therefore), police equipment and police station buildings and improvements, fire equipment and fire buildings and improvements, water and fire protection systems, and all other appurtenances thereto; and
- Construction, reconstruction, or installation of publicly owned gas, electric, and communication service facilities, and all other appurtenances thereto; and
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto; and
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and

- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements; and
- Any on-going administrative expenses relating to the Public Infrastructure Improvements as well as maintaining the Service Payments in the Stonybrook Incentive District TIF Fund, including but not limited to, engineering, architectural, legal, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing; and
- Any and all other costs of the Public Infrastructure Improvements, as determined by the City in its sole discretion and in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements. “Costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on any bonds or other obligations issued to finance the Public Infrastructure Improvements (including fees and administrative expenses of, and fund reserve funds necessary to pay or service any bonds or other obligations) (the “Debt Service”), all as determined by the City in its sole discretion and in accordance with the Ordinance to which this Exhibit B is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.

COMPENSATION AGREEMENT

This Compensation Agreement (the “Agreement”) is made and entered into as of [_____, 202_], by and between the **CITY OF MONROE, OHIO**, a municipal corporation organized and existing under the constitution, its Charter, and the laws of the State of Ohio with its principal offices at 233 South Main Street, Monroe, Ohio 45050 (the “City”), and the **LAKOTA LOCAL SCHOOL DISTRICT**, a public school district with its principal offices located at 5572 Princeton Road, Liberty City, Ohio 45011 (the “School District” and, together with the City, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; and (iv) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the City, in partnership with Grand Communities, LLC, a Kentucky limited liability company, together with its successors and assigns (the “Land Owner”) and its affiliate Fischer Homes, Inc. has prepared a strategy fostering the development of an area of the City more commonly known as the “Stonybrook by Fischer Homes” project in order to cause the new construction of a subdivision within the City currently expected to include not more than 219 single family dwelling units, all as more generally described pursuant to (i) that Development Agreement entered into between the City and the Land Owner pursuant to Ordinance No. 2024-15 approved by this Council (the “Council”) on May 28, 2024 and Ordinance No. 2024-16 approved by this Council on June 11, 2024 (the “Development Agreement”), and (ii) that Planned Unit Development Agreement executed on August 10, 2023 between the City and the Land Owner (the “PUD” and together with the Development Agreement, the “Project Documents”), together with any amendments to the Project Documents as may be required from time to time (collectively, the “Project”); and

WHEREAS, the City and the Landowner have estimated the increase in value of the Site (each improvement having the meaning as set forth in the TIF Act and collectively referred to herein as the “Improvements”) to be approximately \$320,000,000.00 and is subject to actual assessment of value by the Butler County Auditor; and

WHEREAS, on [_____, 202_], City Council for the City passed Ordinance No. [_____] (the “TIF Ordinance”), pursuant to which, among other things, the City (i) declared the increase in value of the Site to be a public purpose, (ii) declared to be exempt the Improvements from real property taxation for a period of not to exceed thirty (30) years and 100% of the value of the Improvements (the “TIF Exemption”), (iii) required the

owners of the Development to make service payments in lieu of taxes with respect to such Improvements, and (iv) authorized the execution of this Agreement; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Development; and

WHEREAS, on [_____, 202_], and prior to the passage of the TIF Ordinance, the Board of Education of the School District adopted a resolution (the “School Resolution”) granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinance and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the Development, the financing of the Public Infrastructure Improvements, and to compensate the School District for a portion of the real property taxes that the School District would have received had the Site been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District;

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. In addition to or supplementing words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

“Base Value” means the assessed value of each Parcel as of the tax year in which the TIF Ordinance is adopted.

“Service Payment” means the amounts actually received by the City as service payments in lieu of taxes with respect to the Improvements including any related property tax rollback payments received with respect to the Improvements pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, and any penalties and interest received by the City with respect to the Improvements as a result of the delinquent payment of such Service Payment.

Section 2. School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District has by the School Resolution approved the TIF Exemption for the Site, as further described in Exhibit A attached hereto, in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance.

Section 3. Compensation Payments to School District. The Parties agree that, as consideration for the School District’s agreement to approve the TIF Exemption, the City shall pay to the School District, solely out of Service Payments, with respect to each year that the City receives Service Payments. The City agrees to use reasonable efforts to cause the County

Auditor of Butler County, Ohio, to collect any Service Payments due from, and unpaid by, the real property owners of parcels within the TIF Districts. Payment of the School Compensation (as defined herein) shall be made by the City from the tax increment equivalent fund established by the City in the TIF Ordinance (the “TIF Fund”); provided, that nothing in this Agreement shall be construed to pledge the full faith and credit of the City; provided, further, that the City’s obligations under this Agreement are limited to Service Payments actually received by the City.

Section 4. Caluclation and Payment of School Compensation.

(A) Calculation. For each year for which the owners receive a real property tax exemption and make corresponding Service Payments deposited into the TIF Fund, the City shall make payments (the “School Compensation”), solely from the TIF Fund to the School District as follows:

(i) For the first through tenth tax year during the exemption period set forth in the TIF Ordinance, the School Compensation shall be equal to twenty-five percent (25%) of Service Payments deposited into the TIF Fund.

(ii) For the eleventh through the thirtieth tax year during the exemption period set forth in the TIF Ordinance, the School Compensation shall be equal to one hundred percent (100%) of the amount of taxes the County would have collected for the Improvements but for the exemption granted by the TIF Ordinance.

For the purpose of ensuring that Butler Technology & Career Center shall receive School Compensation from the City on a pro rata basis with School Compensation due to the School District, the City agrees to pay Butler Technology & Career Center an amount equal to the product of the amount payable to the School District pursuant to this Section 4 by the tax revenue Butler Technology & Career Center would have received from the TIF District but for the TIF Exemption.

(B) Timing. Not more frequently than twice a year, following by no more than thirty (30) days the semiannual real property tax settlement by the County Auditor of Butler County, Ohio, each year during which the TIF Exemption results in the City’s receipt of Service Payments, the City shall transmit the School Compensation to the School District by bank, cashier’s check, or direct deposit. All compensation payments required to be made to the School District under this Agreement shall be made without demand or invoice by the School District. Each compensation payment, when paid, shall be accompanied by a certificate of the Finance Director of the City certifying the total amount of Service Payments received by the City in that year and the calculation of the compensation payment then being paid.

Section 5. Term of Agreement; Other Terms.

(A) Term. The term of this Agreement shall commence on the date of this Agreement and shall expire on December 31st of the year in which the last Service Payment related to the TIF Exemption is received by the City. The terms of this Agreement shall remain enforceable by the Parties after the expiration of this Agreement. The Parties acknowledge that the City is

willing to consider the TIF Exemption and this Agreement in order to facilitate the Development that is described in the Development Plan and, in the event that the City and the Developer do not enter into the Development Agreement which respect to the Development described in the Development Plan, the City may, in writing addressed to the School District, provide notice that the City is not proceeding with the TIF Exemption for the Development, in which case the approvals contained in the School Resolution and this Agreement shall be deemed null and void.

(B) No Other Compensation. Except for the payments and consideration required by this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to Section 5709.82 of the Ohio Revised Code or otherwise, in connection with the TIF Exemption.

(C) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the TIF Ordinance or legislation authorizing the TIF Exemption or the filing of any related application for a real property tax exemption whether pursuant to Sections 5709.40, 5709.41, 5709.82, 5709.83 or 5715.27 or any other applicable provision of the Ohio Revised Code for the Site. Further, the School District waives any defects or irregularities relating to the TIF Exemption.

(D) Validity of TIF Exemption. The School District agrees that it will not contest any application for a real property tax exemption which is filed in connection with the TIF Exemption.

(E) Contest of School Compensation Payments. In the event the School District disputes the amount of the school compensation payments due under this Agreement, the School District shall certify, within thirty (30) days of receiving the certificate of the Finance Director of the City required by Section 4 hereof, with respect to the payment of the compensation payments disputed, the basis for the dispute and the amount that the School District claims is the correct amount of compensation payments to be paid to the School District. Within ten (10) days thereafter, the City and the School District shall meet to discuss and resolve the dispute. In the event the City and the School District are unable to mutually agree on the amount of compensation payments, the City shall, within fifteen (15) days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this subsection shall limit the School District's ability, after payment and receipt of such compensation payments, to seek recovery of amounts deemed underpaid.

(F) Agreement Not to Contest Base Value. The Parties agree that the provisions of this Agreement and the expectations and representations of the City and the School District herein are based upon an understanding that the value of each Parcel will be calculated based on the increase in the assessed value of a Parcel over the Base Value were it not for the TIF Exemption, which increase will first appear on the tax list and duplicate of real and public utility property in a tax year determined in accordance with the TIF Ordinance and commencing after the effective date of the TIF Ordinance. The School District agrees not to file a complaint with the board of revision with respect to any Parcel, or otherwise take any action, that will have the effect of increasing the Base Value for any Parcel. Further, the School District agrees that, in the

event that it is made a party to any action that would have the effect of increasing the Base Value for any Parcel, it will not agree or consent to any such position unless required to do so by law.

Section 6. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by both Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(G) Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	233 South Main Street Monroe, Ohio 45050 Attn: Finance Director
-----------------	---

If to the School District:	5572 Princeton Road Liberty City, Ohio 45011 Attn: Treasurer
----------------------------	--

Either Party may change its address for receiving notices and reports by giving written notice of such change to the other Party.

(H) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-

defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(I) Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

(J) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the School District other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the School District contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City or the School District be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and

remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF MONROE, OHIO

By: _____
City Manager

Approved as to form:

Signature Date
Law Director

LAKOTA LOCAL SCHOOL DISTRICT

By: _____
President of the Board of Education

By: _____
Treasurer

[Signature Page to Compensation Agreement]

SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Monroe, Ohio (the "City"), hereby certifies in connection with the Compensation Agreement between the City and the Lakota Local School District, dated [_____, 202-], that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 20__, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

Finance Director

[Fiscal Officer's Certificate (City) to Compensation Agreement]

EXHIBIT A

Real Property Description of the Site

Butler County Auditor's permanent parcel identification number: D7000011000005 comprising the Property outlined in red below, as such Parcel may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time by the City, Land Owner, or the Butler County Auditor.



EXHIBIT B

TIF Ordinance

[TO BE ATTACHED]

0059

Task and Timeline for Creation of Stonybrook Incentive Tax Increment Financing District (TIF)

Parties: City of Monroe Ohio (“City”); Butler County (“County”); School District and Joint Vocational School District (“SD”); Property owners (“Property Owner”)

TIF Terms: Incentive District / 100% / 30-year term

Task	Parties	Timing
Drafting of Key Documents: • TIF Ordinance • TIF Agreement • Economic Development Plan • Resolution Approving Economic Development Plan • County Compensation Agreement • SD Notice Letters for TIF • County Notice Letters for TIF • Owner Notice Letter for Public Hearing • City Engineer’s Certificate	Bricker/FBT	Complete – Requires Updating
First Reading and Adoption of Resolution Approving Economic Development Plan	City	September 9, 2025
Provision of Public Hearing Notice Letter for TIF to Property Owners	City/FBT	No later than: September 14, 2025 (30 days prior to Public Hearing)
Provision of Public Hearing Notice Letter for TIF to County	City/FBT	No later than: September 19, 2025 (45 Business days prior to formal action to adopt exemption)
Public Hearing	City	October 14, 2025 (At least 30 days prior to formal action to adopt exemption)
Provision of Notice Letters for TIF to School District • Obtain signed receipt from School District (we recommend hand delivery)	City	No later than: November 11, 2025 (14 days prior to formal action to adopt exemption)
First Reading of the Ordinance	City	November 11, 2025
Second Reading and Emergency Adoption of TIF Ordinance	City	November 25, 2025
Transmittal of TIF Ordinance to the Ohio Development of Development • While not required by statute, we also recommend providing the County Auditor with a courtesy copy of the Ordinance	City/FBT	No later than: December 10, 2025 (15 days after passage of the TIF Ordinance)
Preparation and Submission of Ohio DTE 24 Form	City or Property Owner	Upon construction, by December 31

ORDINANCE NO. 2025-40

AN ORDINANCE TO APPROVE THE PRELIMINARY PLAT FOR TALL OAKS SUBDIVISION AS FURTHER DESCRIBED HEREIN.

WHEREAS, the Planning Commission reviewed and recommended that Council approve the Preliminary Plat for the Tall Oaks subdivision; and

WHEREAS, the developer shall adhere to the recommendations, requirements, and mitigation measures identified in the approved Traffic Impact Study.

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

SECTION 1: The preliminary plat for the Tall Oaks subdivision marked as “Exhibit A” and made a part hereof, is approved.

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

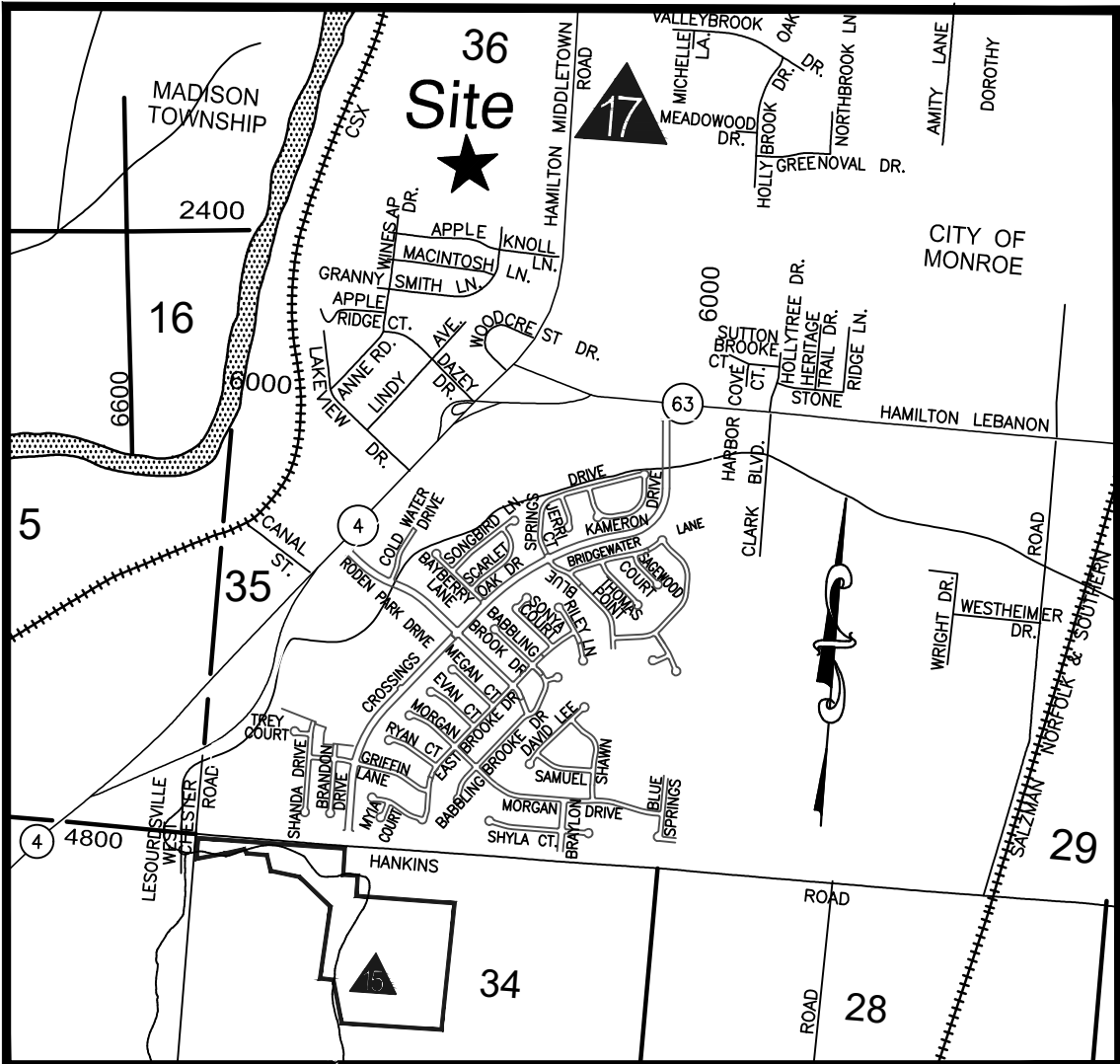
PASSED: _____

ATTEST:

APPROVED:

PRELIMINARY PLAT
TALL OAKS
REMAINDER

SECTION 36, TOWN 3, RANGE 3
CITY OF MONROE, BUTLER COUNTY, OHIO
SEPTEMBER, 2025
REVISED OCTOBER 10, 2025



VICINITY MAP
NOT TO SCALE

OWNER

William H. Trimble
Revocable Trust
2033 Beechlen Court
Cincinnati, OH 45233

DEVELOPER

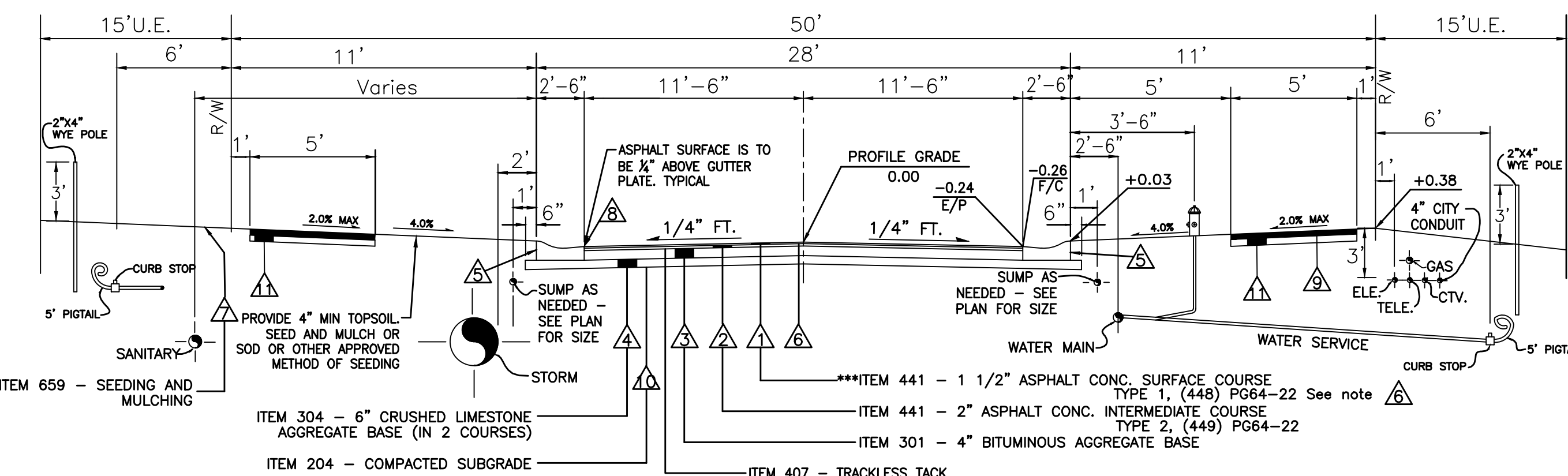
CKN Development, LLC
1768 Happy Valley Drive
Fairfield, OH 45014
(513) 846-9311

ENGINEER/SURVEYOR

Bayer Becker
6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

GENERAL NOTES

- Sanitary to be tied into Butler County System.
- Water to be installed and connected to Butler County System.
- Electric to be supplied by Duke Energy.
- All public streets to be constructed according to City of Monroe standards and specifications.
- Detention and Water Quality shall be provided for all currently undeveloped phases as per City of Monroe standards and specifications.
- Storm sewer sizes and location are approximate, final sizes and location are to be provided with Construction Drawings.
- Contours furnished from aerial photography based on U.S.G.S. datum.
- Existing structures and pavement on site shall be removed.
- 5' Concrete Walk to be installed on both sides of the street as per City of Monroe standards.
- The location of walking paths through the gas and electric easements are subject to approval of controlling utility companies.
- The location of walking paths through open space will be adjusted accordingly where necessary to avoid excessive removal of trees.
- Persimmon Lane temporary turnaround shall remain permanent until the street is extended North.
- "No Parking - Fire Lanes" signs shall be posted on one side of all streets.
- Fire lane signs to be installed on the same of the street as Fire Hydrants.
- All cul-de-sacs shall have "No Parking - Fire Lane" signs installed.
- No more than 30 units to be constructed north of the gas easements until a secondary access point has been completed.
- Anticipated Construction Start Dates:
Phases 2 & 3 - Spring 2026
Phase 4 - Spring 2027
Phase 5 - Spring 2028
- Existing Zoning: Planned Unit Development



ROADWAY TYPICAL SECTION

PROJECT DATA

LOT FRONTAGE (at Front Building Line)	90'	90'	70'	65'
MINIMUM LOT AREA (S.F.)	15,000	12,600	9,100	8,450
FRONT SETBACK	40'	30'	30'	30'
SIDE SETBACK (MIN)	20'-30' Between Houses*	5'	5'	6'
SIDE SETBACK (TOTAL)	(depending on garage placement)	15' & 15' Between Houses	15' & 15' Between Houses	12'
REAR SETBACK	30'	30'	25'	25'
# OF LOTS	13	21	41	112

TOTAL # OF SINGLE FAMILY LOTS = 187
OPEN SPACE REQUIRED = 22.86 Acres (20.0%)
OPEN SPACE PROVIDED = 45.5± Acres (39.8%)
OPEN SPACE NOT ENCUMBERED BY EASEMENTS = 29.8± Acres (26.1%)
FORMAL OPEN SPACE = 9.5± Acres (20.6%)
REMAINDER ACREAGE = 101.94± Acres
TOTAL ACREAGE OF DISTURBANCE = 74.56± Acres
TOTAL ACREAGE (Including SEC. 1&1A) = 114.29± Acres
OVER-ALL DENSITY = 1.98 Units/Ac.

LEGEND

[Symbol]	90' SINGLE FAMILY LOTS - 15,000 S.F. MIN.
[Symbol]	90' SINGLE FAMILY LOTS - 12,600 S.F. MIN.
[Symbol]	70' SINGLE FAMILY LOTS
[Symbol]	65' SINGLE FAMILY LOTS
[Symbol]	OPEN SPACE
[Symbol]	WALKING TRAIL
[Symbol]	FORMAL OPEN SPACE
[Symbol]	LIMITS OF DISTURBANCE

Exhibit A" Ord. No. 2025-40

Scale: 1" = 100'

Revision Description

Item	Drawn	Check	Revision Description
1			
2			
3			
4			
5			
6			
7			
8			

TALL OAKS
REMAINDER
SECTION 36, TOWN 3, RANGE 3
CITY OF MONROE, BUTLER COUNTY, OHIO
PRELIMINARY PLAT

bayer becker
6900 Tylersville Road, Suite A
Mason, OH 45040 (513) 336-6600

Drawn: 24-0202 PD
Checked By: JMW
Issue Date: TAC
Sheet: 9-10-25

1/1



October 21, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-10-7—Consideration of a Preliminary Plat for Tall Oaks Subdivision

Dear City Council,

This letter is to inform Council that on October 21, 2025, Planning Commission voted 4- 0, with one member abstaining, to recommend to City Council approval of Case No. 2025-10-7—Consideration of a Preliminary Plat for Tall Oaks Subdivision.

Sincerely,

A handwritten signature in dark ink, appearing to be "RD" followed by a long horizontal line.

Robert Duckworth

Planning Commission Chair

ORDINANCE NO. 2025-41

AN ORDINANCE ADJUSTING THE SALARY OF THE MAYOR, VICE MAYOR, AND MEMBERS OF CITY COUNCIL.

WHEREAS, City Council periodically reviews the compensation paid to its members; and

WHEREAS, the compensation to be paid to members of City Council has not been increased since the passage of Ordinance No. 2014-20; and

WHEREAS, Charter Section 11.09 states that “Any ordinance changing the salary of any elected official shall be adopted at least 100 days prior to the next ensuing election at which members of the Council are to be elected, and shall be effective on the first day of December following such election”; and

WHEREAS, in accordance with Charter Section 11.04, the next ensuing election at which members of City Council are to be elected is November 2, 2027; and

WHEREAS, to comply with the Ohio Ethics Laws and Charter Section 4.01, any increase to the compensation paid to the members of City Council, including the Mayor and Vice Mayor, cannot occur until January 1, 2028; and

WHEREAS, the Ohio Public Employees Retirement Systems (“OPERS”) establishes and publishes the minimum earnable monthly wage for full-time service credit in accordance with the formula prescribed in Ohio Revised Code Section 145.016(B), as amended from time to time, for the applicable calendar year (the “Minimum Monthly OPERS Amount”); and

WHEREAS, City Council salaries currently fall below the Minimum Monthly OPERS Amount; and

WHEREAS, Starting January 1, 2028, and continuing annually thereafter, City Council intends to align the compensation paid to its members with the Minimum Monthly OPERS Amount for the applicable calendar year.

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

SECTION 1: For purposes of this Ordinance, the term “Minimum Monthly OPERS Amount” means the amount established and published by the Ohio Public Employees Retirement System in accordance with the formula prescribed in Ohio Revised Code Section 145.016(B), as amended from time to time, for the applicable calendar year.

SECTION 2: Starting January 1, 2028, and continuing annually thereafter, the compensation paid to members of City Council who do not hold the position of Vice Mayor or Mayor shall be the Minimum Monthly OPERS Amount. The compensation paid to the Vice Mayor shall

be fifty dollars (\$50.00) per month above the Minimum Monthly OPERS Amount. The compensation paid to the Mayor shall be one hundred dollars (\$100.00) per month above the Minimum Monthly OPERS Amount.

SECTION 3: The compensation to be paid under Section 2 of this Ordinance to members of City Council, the Vice Mayor, and the Mayor, respectively, shall never fall below the compensation to be paid to members of City Council, the Vice Mayor, and the Mayor, respectively, as of January 1, 2028.

SECTION 4: Pursuant to Section 11.09 of the Charter, this measure shall take effect and be in full force on December 1, 2027.

PASSED: _____

ATTEST:

APPROVED:

ORDINANCE NO. 2025-42

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 8.64 ACRES LOCATED AT 300 LAWTON AVENUE FROM L-I LIGHT INDUSTRIAL TO H-I HEAVY INDUSTRIAL ZONING.

WHEREAS, an application has been submitted on behalf of Glass Coating and Concepts, LLC requesting a zoning map amendment for one parcel located at 300 Lawton Avenue, approximately 8.64 acres, from L-I Light Industrial to H-I Heavy Industrial; and

WHEREAS, the Planning Commission held a public hearing on October 21, 2025, to review the application and voted 5-0 to recommend approval of the zoning map amendment, in accordance with the review criteria set forth in City of Monroe Planning and Zoning Code Section 1207.23; and

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

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

SECTION 1: The real property containing approximately 8.64 acres located at 300 Lawton Avenue, Parcel ID C1800006000024, is hereby amended from L-I Light Industrial to H-I Heavy Industrial, as shown on the zoning map attached hereto as "Exhibit A" and made a part hereof.

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

PASSED: _____

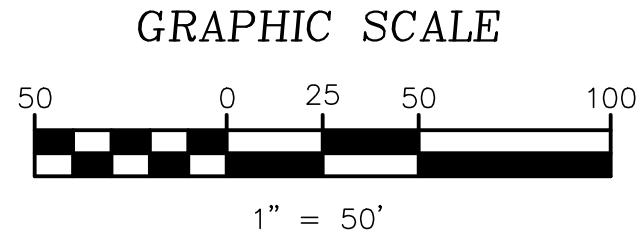
ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____



tga
THOMAS
GRAHAM
ASSOCIATES, INC.

- Engineers
- Surveyors

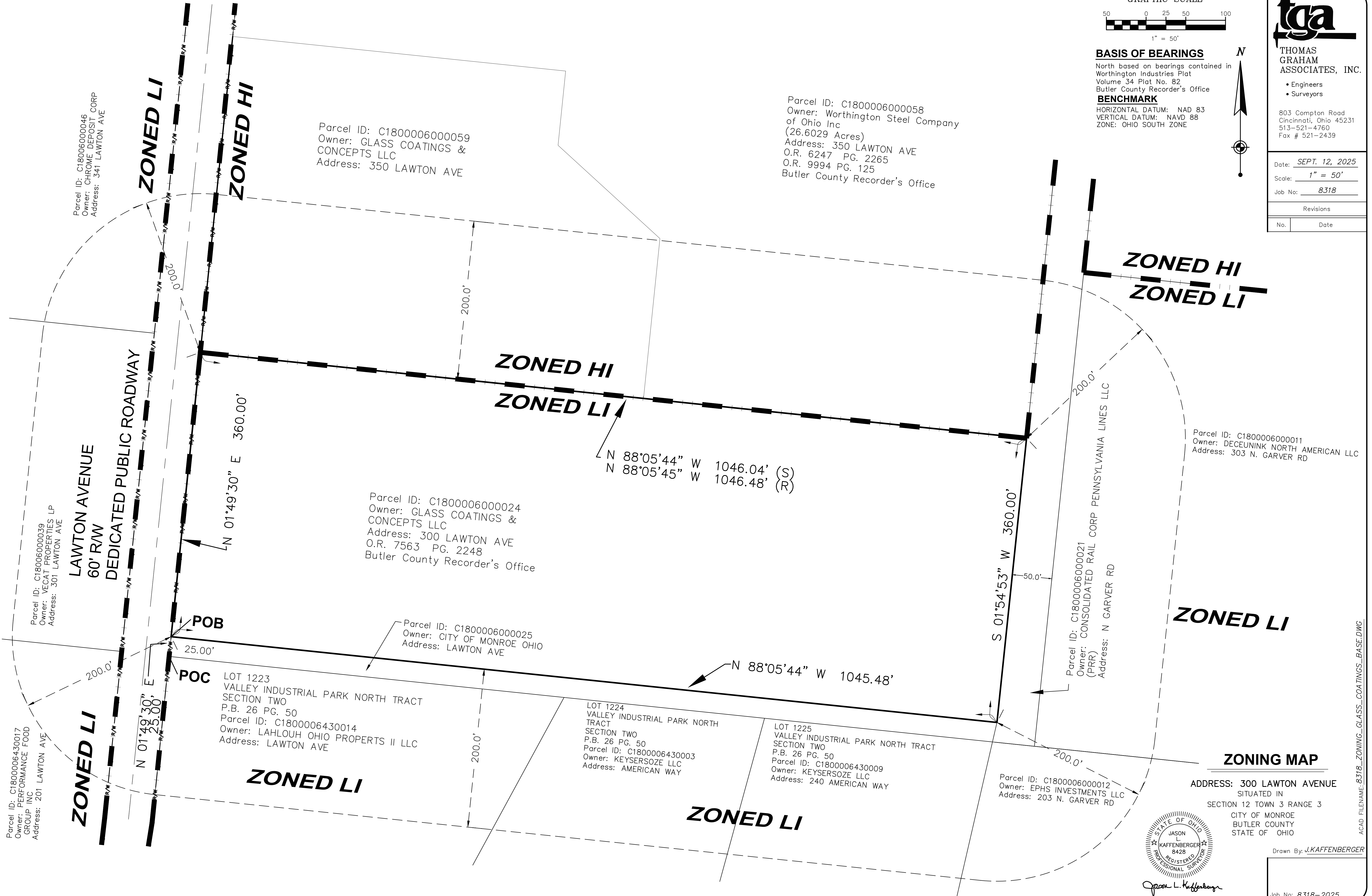
803 Compton Road
Cincinnati, Ohio 45231
513-521-4760
Fax # 521-2439

BASIS OF BEARINGS
North based on bearings contained in
Worthington Industries Plat
Volume 34 Plat No. 82
Butler County Recorder's Office

BENCHMARK
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 88
ZONE: OHIO SOUTH ZONE



Date:	SEPT. 12, 2025
Scale:	1" = 50'
Job No:	8318
Revisions	
No.	Date



Drawn By: J.KAFFENBERGER

Job No: 8318-2025

ACAD FILENAME: 8318_ZONING_GLASS_COATINGS_BASE.DWG