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

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of November 11, 2025

Visitors

Committee Reports

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

Executive Session

To consider the purchase of property for public purposes, or the sale of property at competitive bidding, since premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.

Old Business

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.

Emergency 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 lots164-170 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.

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.

New Business

Ordinance No. 2025-43. An Ordinance to amend Emergency Ordinance No. 2004-26 to extend the exemption from taxation of improvements provided for by Ohio Revised Code Section 5709.40 for certain parcels comprising the tax increment financing districts pursuant to Ohio Revised Code Section 5709.51.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: The fiscal year 2024-2025 State of Ohio biennial operating budget bill (H.B. 33) included provisions that allow municipalities to extend the term of a TIF by an additional 30 years if aggregate TIF service payments exceeded $1.5 million in the previous year, or if it can be determined that future payments will exceed the $1.5 million threshold. The City's commercial TIFs were created in 2004, and will expire in 2034. This legislation will extend the life of 4 eligible TIF districts (Monroe Commerce Center, Park 63/Summit Park, Corridor 75 Park # 1, Corridor 75 Park # 2) for an additional 30 years, and will expire in 2064. Notices regarding the extensions were issued to Butler Tech and Monroe Local Schools on November 18, 2025. The extension of the TIF districts does not negatively impact the Monroe Local School District as the "local school district must be compensated in an amount equal to the amount of taxes that would be payable to such school district if the improvements had not been exempted from taxation of the additional period."
The Commercial TIF extensions will allow the city to continue to collect dollars for an additional 30 years that will be directly invested into the specific TIF districts and the community. This legislation is being requested to be passed as a second reading emergency at the December 9, 2025 Council meeting in order to meet all year-end filling deadlines.

Ordinance No. 2025-44. An Ordinance to amend Emergency Ordinance No. 2004-36 to extend the exemption from taxation of improvements provided for by Ohio Revised Code Section 5709.40 for certain parcels comprising the Incentive Districts pursuant to Ohio Revised Code Section 5709.40(L).

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: The fiscal year 2024-2025 State of Ohio biennial operating budget bill (H.B. 33) included provisions that allow municipalities that created an incentive district TIF before 2006 to extend the TIF for up to 15 years. The City's incentive district TIFs (commonly referred to as RIDs),

were created in 2004, and will expire in 2034. This legislation will extend the life of the incentive district for an additional 15 years, expiring in 2049. Notices regarding the Incentive District extensions were issued to Butler County, Butler Tech, and Monroe Local Schools on November 18, 2025. The extension of the incentive district does not negatively impact the Monroe Local School District as they are "made whole" and will receive "compensation equal in value to the amount of taxes that would be payable to the School District from that Parcel if the Improvement to that Parcel of the Property had not been exempted from taxation for the Extension Period."
The incentive district extension will allow the city to continue to collect dollars for an additional 15 years that will be directly reinvested into the specific RID districts and the community. This legislation is being requested to be passed as a second reading emergency at the December 9, 2025 Council meeting in order to meet all year-end filing deadlines.

Resolution No. 70-2025. A Resolution authorizing the City Manager to implement a Health Savings Account for calendar year 2026.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure.

Background: To mirror benefit offerings from previous years, employees who enroll in the high deductible health plan offered by the City shall receive the following:

Employees who obtain a biometric screening and physician's wellness check will receive an additional $500.00 contribution from the City to their Health Savings Account.
The City shall contribute an amount not to exceed 50% of the base IRS contribution limit into the employee's Health Savings Account of those employees participating in the health insurance plan offered by the City and did not obtain a biometric screening and physician's wellness check in 2025:

Employee plus spouse, employee plus children, and family plan $3,100
Single plan $1,300

For those employees that obtained a biometric screening and physician's wellness check in 2025, the City shall contribute:

Employees plus spouse, employee plus children, and family plan $3,600
Single plan $1,800

For full-time non-union employees that waive the health insurance plan offered by the City, the City shall pay to the employees the following amounts on the first payroll in January 2026:

Employee plus spouse, employee plus children, and family plan
$3,500 Single plan $2,500

Resolution No. 71-2025. A Resolution amending Resolution No. 04-2025 to increase the blanket purchase order for Public Entities Pool to $187,000, to increase the blanket purchase order for

Enterprise FM Trust to $375,000, and to increase the blanket purchase order for Frost Brown Todd LLC to $208,000 as recommended by the Director of Finance and the City Manager.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: City Council passed Resolution No. 60-2024 on December 10, 2024, authorizing the blanket purchase order amounts for fiscal year 2025. As these estimates are made prior to the fiscal year beginning, amendments or additions are often necessary throughout the year. City Council passed Resolution No. 04-2025 on January 14, 2025, that included several amendments and additions. During the year-end review of this Ordinance, it is necessary to adjust the amounts for Public Entities Pool, Enterprise FM Trust, and Frost Brown Todd LLC, based upon actual expenditures and purchase orders during 2025.
The Public Entities Pool needs to be increased to $187,000 based on actual expenditures throughout the year, which include the annual property and liability insurance, as well as adjustments throughout the year as equipment has been replaced.
Enterprise FM Trust needs to be increased to $375,000 based on actual expenditures throughout the year, and estimates for the remaining invoices to be received in 2025 for vehicle leases.
Frost Brown Todd LLC needs to be increased to $208,000 based on actual expenditures throughout the year, and estimates for the remaining invoices to be received in 2025 for legal services.
These adjustments reflect actual expenditures and purchase orders throughout 2025 and do not increase the available budget for these purposes.

Resolution No. 72-2025. A Resolution authorizing the City Manager to enter into a Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for the Monroe Pedestrian Project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Various pedestrian facility improvements throughout the City of Monroe, including new sidewalks, ADA curb ramps, and improved signage and pavement markings.

Financial Summary
Total Estimated Project Cost: $778,662
Federal Funding (90%): $767,000.70 (ODOT Spending Authority Code 4HJ7)
Local Match (10%): $77,866.20 (minimum)
City Responsibility: All cost overruns, contractor claims, and locally funded work above federal maximum
Reimbursement Process: Federal program operates on reimbursement basis - costs must be paid before requesting reimbursement from ODOT

Project Administration Role

The City of Monroe will serve as the Local Public Agency (LPA) administrator for all project phases including Preliminary Engineering/Environmental, Detailed Design, and Construction. As a subrecipient of federal funds, the City must comply with all federal and state requirements with ODOT oversight.

Major City Responsibilities
Design & Environmental
Designate a registered Professional Engineer as Project Design Engineer
Use ODOT pre-qualified consultants selected through Qualification-Based Selection (QBS) process if City lacks qualified staff
Design per City's approved standards or ODOT/AASHTO standards
Conduct public involvement, prepare environmental documents, and secure NEPA clearance
Obtain all necessary permits including NPDES permit if disturbing 1+ acre

Right-of-Way & Utilities
Acquire all R/W in compliance with federal Uniform Relocation Act (49 CFR Part 24)
Use separate ODOT pre-qualified consultants for appraisal and appraisal review
Certify all R/W control to ODOT before construction authorization
Coordinate all utility relocations per ODOT Utilities Manual
Handle railroad coordination unless otherwise agreed

Procurement & Construction
CRITICAL: Cannot advertise for bids until receiving "Authorization to Advertise" from ODOT (violation terminates all federal funding)
Minimum 21 days between advertisement and bid opening
Use ODOT's LPA Bid Template including all federal provisions (Form FHWA-1273)
Only ODOT pre-qualified contractors eligible to bid
Prime contractor must perform minimum 30% of work
Require 100% performance and payment bonds with ODOT named as obligee
Verify contractor has no findings for recovery and is active on Federal SAM registry
Award contract within 60 days of bid opening

Construction Administration
Provide qualified supervision and inspection (use pre-qualified consultant if needed)
Maintain detailed daily project diary and documentation
Certify quantity/quality of materials and work
Monitor DBE subcontractor participation and prompt payment compliance
Submit invoices with payment documentation for reimbursement
Verify C92 GoFormz forms completed for all subcontractors before work starts

Post-Construction & Closeout
Submit final invoices and closeout documentation within 6 months of completion (failure may result in loss of remaining funds)
Maintain project to design standards for 20 years
Keep project under public ownership for 20 years

Federal Compliance Requirements, Key Regulations
Davis-Bacon prevailing wage requirements
DBE (Disadvantaged Business Enterprise) participation per 49 CFR Part 26
Title VI nondiscrimination provisions
Buy America requirements
Drug-Free Safety Program enrollment required for contractors

Financial Reporting & Audits
Report expenditures on Schedule of Expenditures of Federal Awards (SEFA)
Single Audit required if total annual federal expenditures exceed $750,000
Maintain records minimum 3 years after FHWA approves final voucher
Records available to ODOT, FHWA, and auditors upon request

Cost Recovery for City Staff (Section 15.1) City must select one option for recovering internal labor costs:
No cost recovery
Direct labor + 15% de minimis indirect (requires ODOT-approved time-tracking)
Direct labor + fringe benefits + 15% de minimis (requires time-tracking + approved fringe rate)
Direct labor + fringe benefits + indirect cost rate (requires time-tracking + both approved rates)

Critical Deadlines & Authorizations
Submit Local-let Participation Form before first Stage Plan Set
Receive ODOT authorization before advertising (cannot proceed without this)
Award contract within 60 days of bid opening
Submit bid tabulation to ODOT within 45 days of award approval
Complete final closeout within 6 months of physical completion

Risks & Termination
ODOT may immediately terminate agreement and cease all federal funding if City:
Advertises or begins work before receiving authorization
Fails to verify contractor compliance (findings for recovery, SAM registration)
Suspends/terminates contractor without ODOT written approval
Does not adhere to project schedule or submittal requirements
Fails to comply with federal/state laws and regulations
Either party may terminate for convenience with 30 days notice. Upon termination for default, City may be required to repay all federal funds received.

Funding Contingency
Agreement is subject to Ohio General Assembly appropriations and Office of Budget and Management certification. If funds not appropriated, agreement terminates on date funding expires.

Recommendation
Authorize the City Manager to execute this Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for federal funding of the Monroe Pedestrian Project FY2026, acknowledging the City's responsibilities as project administrator and the compliance requirements associated with federal funding.

Resolution No. 73-2025. A Resolution authorizing the City Manager to enter into a Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for the Great Miami River Trail-Loop Project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background:

Project Description

Construction of a 1-mile multi-use path around the Bicentennial Commons Park in the City of Monroe, providing enhanced recreational opportunities and connectivity for pedestrians and cyclists.

Financial Summary

- Total Estimated Project Cost: $1,177,755.00
- Federal Funding (90%): $1,092,138.00 (ODOT Spending Authority Code 4HJ7)
- Local Match (10%): $85,617.00 (minimum)
- City Responsibility: All cost overruns, contractor claims, and locally funded work above the federal maximum
- Reimbursement Process: Federal program operates on a reimbursement basis - costs must be paid before requesting reimbursement from ODOT

Project Administration Role

The City of Monroe will serve as the Local Public Agency (LPA) administrator for all project phases, including Preliminary Engineering/Environmental, Detailed Design, and Construction. As a subrecipient of federal funds, the City is required to comply with all federal and state requirements under ODOT oversight.

Major City Responsibilities

Design & Environmental

- Designate a registered Professional Engineer as Project Design Engineer
- Use ODOT pre-qualified consultants selected through the Qualification-Based Selection (QBS) process if the City lacks qualified staff
- Design per City's approved standards or ODOT/AASHTO standards
- Conduct public involvement, prepare environmental documents, and secure NEPA clearance
- Obtain all necessary permits, including NPDES permit, if disturbing 1+ acre

Right-of-Way & Utilities

- Acquire all R/W in compliance with the federal Uniform Relocation Act (49 CFR Part 24)

- Use separate ODOT pre-qualified consultants for appraisal and appraisal review
- Certify all R/W control to ODOT before construction authorization
- Coordinate all utility relocations per the ODOT Utilities Manual
- Handle railroad coordination unless otherwise agreed

Procurement & Construction

- CRITICAL: Cannot advertise for bids until receiving "Authorization to Advertise" from ODOT (violation terminates all federal funding)
- Minimum 21 days between advertisement and bid opening
- Use ODOT's LPA Bid Template, including all federal provisions (Form FHWA-1273)
- Only ODOT pre-qualified contractors are eligible to bid
- Prime contractor must perform a minimum of 30% of the work
- Require 100% performance and payment bonds with ODOT named as the obligee
- Verify contractor has no findings for recovery and is active on the Federal SAM registry
- Award contract within 60 days of bid opening

Construction Administration

- Provide qualified supervision and inspection (use a pre-qualified consultant if needed)
- Maintain detailed daily project diary and documentation
- Certify quantity/quality of materials and work
- Monitor DBE subcontractor participation and prompt payment compliance
- Submit invoices with payment documentation for reimbursement
- Verify C92 GoFormz forms completed for all subcontractors before work starts

Post-Construction & Closeout

- Submit final invoices and closeout documentation within 6 months of completion (failure may result in loss of remaining funds)
- Maintain the project to design standards for 20 years
- Keep the project under public ownership for 20 years

Federal Compliance Requirements

Key Regulations

- Davis-Bacon prevailing wage requirements
- DBE (Disadvantaged Business Enterprise) participation per 49 CFR Part 26
- Title VI nondiscrimination provisions
- Buy America requirements
- Drug-Free Safety Program enrollment required for contractors

Financial Reporting & Audits

- Report expenditures on Schedule of Expenditures of Federal Awards (SEFA)
- Single Audit required if total annual federal expenditures exceed $750,000
- Maintain records for a minimum of 3 years after FHWA approves the final voucher

- Records available to ODOT, FHWA, and auditors upon request

Cost Recovery for City Staff (Section 15.1)

City must select one option for recovering internal labor costs:

1. No cost recovery
2. Direct labor + 15% de minimis indirect (requires ODOT-approved time-tracking)
3. Direct labor + fringe benefits + 15% de minimis (requires time-tracking + approved fringe rate)
4. Direct labor + fringe benefits + indirect cost rate (requires time-tracking + both approved rates)

Critical Deadlines & Authorizations

5. Submit Local-let Participation Form before first Stage Plan Set
6. Receive ODOT authorization before advertising (cannot proceed without this)
7. Award contract within 60 days of bid opening
8. Submit bid tabulation to ODOT within 45 days of award approval
9. Complete final closeout within 6 months of physical completion

Risks & Termination

ODOT may immediately terminate the agreement and cease all federal funding if the City:

- Advertises or begins work before receiving authorization
- Fails to verify contractor compliance (findings for recovery, SAM registration)
- Suspends/terminates contractor without ODOT written approval
- Does not adhere to project schedule or submittal requirements
- Fails to comply with federal/state laws and regulations

Either party may terminate for convenience with 30 days' notice. Upon termination for default, City may be required to repay all federal funds received.

Funding Contingency

The agreement is subject to appropriations by the Ohio General Assembly and certification by the Office of Budget and Management. If funds are not appropriated, the contract will terminate on the date the funding expires.

Recommendation

Authorize the City Manager to execute this Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for federal funding of the Great Miami River Trail-Loop Project (Bicentennial Commons Park), acknowledging the City's responsibilities as project administrator and the compliance requirements associated with federal funding.

CITY OF MONROE OHIO

Resolution No. 74-2025. A Resolution authorizing the City Manager to enter into a Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for the Great Miami Riverside Trail Project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Construction of a 1.8-mile multi-use path from the Bicentennial Commons Park loop north to City limits, including stream bank stabilization along Dicks Creek on the northern end of the project. This project will enhance recreational opportunities and provide critical environmental protection along the waterway.

Financial Summary
Total Estimated Project Cost: $3,690,349.00
Federal Funding (Maximum): $1,107,862.00 (ODOT Spending Authority Code 4HJ7)
Local Match (Minimum): $2,582,487.00 (approximately 70% of total project cost)
City Responsibility: All cost overruns, contractor claims, and locally funded work above federal maximum
Reimbursement Process: Federal program operates on reimbursement basis - costs must be paid before requesting reimbursement from ODOT

Project Administration Role
The City of Monroe will serve as the Local Public Agency (LPA) administrator for all project phases including Preliminary Engineering/Environmental, Detailed Design, and Construction. As a subrecipient of federal funds, the City must comply with all federal and state requirements with ODOT oversight.

Major City Responsibilities
Design & Environmental
Designate a registered Professional Engineer as Project Design Engineer
Use ODOT pre-qualified consultants selected through Qualification-Based Selection (QBS) process if City lacks qualified staff
Design per City's approved standards or ODOT/AASHTO standards
Conduct public involvement, prepare environmental documents, and secure NEPA clearance
Obtain all necessary permits including NPDES permit if disturbing 1+ acre
Address stream bank stabilization environmental requirements for Dicks Creek

Right-of-Way & Utilities
Acquire all R/W in compliance with federal Uniform Relocation Act (49 CFR Part 24)
Use separate ODOT pre-qualified consultants for appraisal and appraisal review
Certify all R/W control to ODOT before construction authorization
Coordinate all utility relocations per ODOT Utilities Manual
Handle railroad coordination unless otherwise agreed

Procurement & Construction
CRITICAL: Cannot advertise for bids until receiving "Authorization to Advertise" from ODOT (violation terminates all federal funding)
Minimum 21 days between advertisement and bid opening
Use ODOT's LPA Bid Template including all federal provisions (Form FHWA-1273)
Only ODOT pre-qualified contractors eligible to bid
Prime contractor must perform minimum 30% of work
Require 100% performance and payment bonds with ODOT named as obligee
Verify contractor has no findings for recovery and is active on Federal SAM registry
Award contract within 60 days of bid opening

Construction Administration
Provide qualified supervision and inspection (use pre-qualified consultant if needed)
Maintain detailed daily project diary and documentation
Certify quantity/quality of materials and work
Monitor DBE subcontractor participation and prompt payment compliance
Submit invoices with payment documentation for reimbursement
Verify C92 GoFormz forms completed for all subcontractors before work starts
Oversee stream bank stabilization work along Dicks Creek

Post-Construction & Closeout
Submit final invoices and closeout documentation within 6 months of completion (failure may result in loss of remaining funds)
Maintain project to design standards for 20 years
Keep project under public ownership for 20 years

Federal Compliance Requirements
Key Regulations
Davis-Bacon prevailing wage requirements
DBE (Disadvantaged Business Enterprise) participation per 49 CFR Part 26
Title VI nondiscrimination provisions
Buy America requirements
Drug-Free Safety Program enrollment required for contractors
Environmental compliance for stream bank stabilization work

Financial Reporting & Audits
Report expenditures on Schedule of Expenditures of Federal Awards (SEFA)
Single Audit required if total annual federal expenditures exceed $750,000
Maintain records minimum 3 years after FHWA approves final voucher
Records available to ODOT, FHWA, and auditors upon request

Cost Recovery for City Staff (Section 15.1)
City must select one option for recovering internal labor costs:
No cost recovery
Direct labor + 15% de minimis indirect (requires ODOT-approved time-tracking)
Direct labor + fringe benefits + 15% de minimis (requires time-tracking + approved fringe rate)

Direct labor + fringe benefits + indirect cost rate (requires time-tracking + both approved rates)

Critical Deadlines & Authorizations
Submit Local-let Participation Form before first Stage Plan Set
Receive ODOT authorization before advertising (cannot proceed without this)
Award contract within 60 days of bid opening
Submit bid tabulation to ODOT within 45 days of award approval
Complete final closeout within 6 months of physical completion

Risks & Termination
ODOT may immediately terminate agreement and cease all federal funding if City:
Advertises or begins work before receiving authorization
Fails to verify contractor compliance (findings for recovery, SAM registration)
Suspends/terminates contractor without ODOT written approval
Does not adhere to project schedule or submittal requirements
Fails to comply with federal/state laws and regulations
Either party may terminate for convenience with 30 days notice. Upon termination for default, City may be required to repay all federal funds received.

Funding Contingency
Agreement is subject to Ohio General Assembly appropriations and Office of Budget and Management certification. If funds not appropriated, agreement terminates on date funding expires.

Recommendation
Authorize the City Manager to execute this Local Public Agency Federal Project Agreement with the Ohio Department of Transportation for federal funding of the Great Miami River Trail - Riverside Trail project, acknowledging the City's responsibilities as project administrator and the compliance requirements associated with federal funding. Note the significant local funding commitment required for this project.

Resolution No. 75-2025. A Resolution accepting the Warren and Butler County Transportation Master Plans.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Accepting the Warren and Butler County Transportation Master Plans is a temporary measure until the City of Monroe completes the work we are doing through the SS4A grant on the City's own plan. Adopting these plans will help the City enforce certain transportation and right-of-way items that would otherwise be difficult to implement.

Resolution No. 76-2025. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and The Kleinger's Group, Inc. for Phase 1

engineering services for the Gateway Boulevard extension and Butler Warren Road improvements project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Gateway Boulevard Extension & Butler Warren Road Improvements - Professional Engineering Services Agreement

The City of Monroe requires professional engineering design services for the Gateway Boulevard Extension and Butler Warren Road Improvements project. This infrastructure project will construct a roundabout at the intersection of Gateway Boulevard and Butler Warren Road, along with approximately 4,000 linear feet of roadway improvements along Butler Warren Road to accommodate planned future development on the west side of the road.

The proposed improvements include:
Design and engineering for a new roundabout at Gateway Boulevard and Butler Warren Road
Five-lane curbed roadway section along Butler Warren Road
Storm drainage design and stormwater management
Street lighting design for Butler Warren Road and Gateway Boulevard
Landscape architecture, including roundabout landscaping and monument signage
Geotechnical investigation
Topographic and boundary survey
Complete right-of-way plans for property acquisition
Coordination with Warren County Engineer's Office for the Butler Warren Bridge #2-9.47 Replacement Project

The Kleingers Group will provide comprehensive engineering services through two phases:
Phase 1 (Requesting Authorization):
Complete topographic and boundary survey
60% construction document preparation
100% complete right-of-way plans (delivered at 60% milestone)
Geotechnical investigation and report
Landscape concept and construction documents (60% level)
Weekly/bi-weekly progress meetings
Coordination with stakeholders and utility companies

Phase 2 (Future Authorization):
Final construction documents (if authorized separately)

PROJECT SCHEDULE
Authorization to proceed: November 2025
60% Plans and Final ROW Plans: March 2026
Targeted Construction Start: June 2026

CITY OF MONROE OHIO

FINANCIAL IMPACT
Requested Authorization: $300,500
This amount covers all Phase 1 services, including:
Survey and Right-of-Way Plans: $48,500
Roadway Design (60% submittal): $173,500
Geotechnical Investigation: $19,500
Street Lighting Design (60% submittal): $16,500
Landscape Architecture (Concept & 60% Construction Documents): $35,500
Irrigation and MEP subconsultant services: $7,000
Note: The final construction document phase ($75,000) will require separate authorization after the 60% plan review and approval.

RECOMMENDATION
Staff recommends that the Council authorize the City Manager to enter into a professional services agreement with The Kleingers Group, Inc. of West Chester, Ohio, in the amount of $300,500 for Phase 1 engineering services for the Gateway Boulevard Extension and Butler Warren Road Improvements project, and to authorize all necessary budget appropriations.

Consideration of a Motion to authorize the expenditure of $40,000 from the 2025 Capital Budget for traffic and security camera projects.

Sponsor: Dawn Levandusky

Strategic Priority: Well Managed Services and Infrastructure

Background: Both projects are necessary to replace aging or near-end-of-life equipment.

Consideration of Motion to authorize the expenditure of $28,760 to John R. Jurgensen Company for concrete pavement repairs on State Route 63 eastbound to restore structural integrity and prevent further damage as winter approaches.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Concrete Pavement Repair – State Route 63 Eastbound near New Garver Road
The Public Works Department is requesting authorization to proceed with concrete pavement repairs on State Route 63 eastbound, near the intersection of New Garver Road. This location has experienced ongoing deterioration of the rigid pavement panels and curb structure, resulting in safety concerns for motorists and increased maintenance needs.
To address these deficiencies before winter conditions accelerate the damage, staff solicited a unit-price proposal from the John R. Jurgensen Company (JRJ), which is available to perform the work promptly. The proposed repair includes the following:

Removal of approximately 10 square yards of existing rigid pavement, including curb.
Replacement of approximately 20 square yards of 8-inch concrete pavement on a 304 aggregate base.
Replacement of 30 linear feet of concrete curb.
Full maintenance of traffic (MOT), including all JRJ-provided flaggers and traffic control.
Trucking and disposal of all spoils generated by the operation.
Sweeping of the work area following completion.
The contractor's proposal excludes pavement markings, testing, inspection, layout, undercutting, and cleaning of pre-existing debris from catch basins or manholes.

Cost Summary
The itemized unit-price proposal from JRJ is summarized below (full proposal attached):

Item	Quantity	Unit	PriceTotal
Rigid Pavement Removal	10 SY	$360.00	$5,760.00
Rigid Pavement Replacement	20 SY	$900.00	$14,400.00
Curb Replacement	30 LF	$200.00	$1,600.00
Maintaining Traffic (Lump Sum)	1 LS	$7,000.00	$7,000.00

Total Project Cost: $28,760.00
Pricing is valid for 30 days from the date of the quote.

Funding for this project is available through Purchase Order 20240235-00, which remains open from the 2024 Paving Program. Sufficient funds exist on the purchase order to complete this repair without requiring a new appropriation.JustificationThis section of State Route 63 is a full-depth concrete roadway, making patching an impractical option. The deterioration requires full-depth concrete replacement to restore structural integrity and prevent further damage as winter approaches.

Consideration of Motion accepting the July, August, and September 2025 Finance Reports as submitted.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background:

Consideration of Motion to authorize the replacement of two radiant tube heaters in the bays at Station 62 by Air Connect through the Sourcewell purchasing cooperative.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: Replace two 30" radiant tube heaters in the bays at Station 62. The current heaters are original to the building. One heater is non-functional and cannot be repaired. We plan to replace all four heaters in this year's budget. This project was scheduled to be included in the 2026 capital budget; however, funds are available from the 2025 budget to cover the project's costs. We are using a company called Air Connect, which is affiliated with the Sourcewell purchasing cooperative. This meets all state bidding requirements. The project's cost is $33,400.00

Administrative Reports

Adjournment

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

Pledge of Allegiance

Vice Mayor McElfresh opened the regular meeting to order at 6:30 p.m., opened with a Veterans Day statement, and led the Pledge of Allegiance.

Roll Call

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

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

Approval of the Minutes

Mr. Wagner moved to approve the Council Minutes of October 28, 2025; seconded by Dr. Clark. Voice vote. Motion carried.

Visitors

Superintendent Robert Buskirk of Monroe Local Schools provided a Facilities Update. He reported that the Junior High Gymnasium, which was originally designed for future conversion into classrooms, is ahead of schedule and under budget. The final inspection occurred in late October, and staff are now addressing final items and furniture, with the move planned for winter break. Mr. Buskirk also provided an update on the new high school project. He noted that monthly community meetings began in January 2023 to address overcrowding concerns, ultimately resulting in a voter-approved ballot issue in November 2024. In late spring 2024, the State of Ohio confirmed funding that helped reduce the financial impact on taxpayers. Staff and students participated in visioning sessions and toured six high schools to gather feedback. The district anticipates breaking ground in spring 2026, weather permitting. In response to a question from Mrs. McElfresh, Mr. Buskirk confirmed the current student population is between 2,800 and 2,900, with a similar projection at the time of the new building's completion. Although enrollment has doubled since the existing building was constructed, growth has since stabilized with a flat 10-year projection.

Chief Robert Buchanan led the ceremonial swearing-in of Police Officers Philip Arns and Riley Yelton.

Resident Bruno Vogelsang inquired about the annexation of his family's farm. Mrs. McElfresh suggested that Mr. Vogelsang meet with Mr. Smith and Mr. Lester to learn about any plans for this property.

Committee Reports

None.

CITY OF MONROE OHIO

Old Business

None.

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.

The Clerk of Council read Resolution No. 65-2025 by title only.

Mr. Wagner moved to adopt Resolution No. 65-2025; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 66-2025 by title only.

Mr. Wagner moved to adopt Resolution No. 66-2025; seconded by Mr. Marlow. Roll call vote: six ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 67-2025 by title only.

Mr. Wagner moved to adopt Resolution No. 67-2025; seconded by Mr. Hagedorn. Roll call vote: six ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 68-2025 by title only.

Mr. Wagner moved to adopt Resolution No. 68-2025; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 69-2025 by title only.

Mr. Wagner moved to adopt Resolution No. 69-2025; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

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.

The Clerk of Council read Ordinance No. 2025-38 by title only.

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

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.

The Clerk of Council read Ordinance No. 2025-39 by title only.

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

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

The Clerk of Council read Ordinance No. 2025-40 by title only.

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

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

The Clerk of Council read Ordinance No. 2025-41 by title only.

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

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.

Vice Mayor McElfresh opened the public hearing for Ordinance No. 2025-42 and gave a statement on the procedure of the public hearing.

Having been sworn, Director of Development Tom Smith reported that Glass Coatings and Concepts, LLC is experiencing growth and expanding its services to include auto glass manufacturing. The company recently acquired a lot zoned H-I Heavy Industrial, while its existing lot is zoned L-I Light Industrial. The company is requesting to rezone the existing lot to H-I Heavy Industrial and then combine the parcels. He confirmed that Planning Commission did recommend approval with a 5-0 vote. Mr. Smith stated that the proposed zoning map amendment would create jobs, meets zoning criteria, and is consistent with surrounding land uses.

Proponent Jonathan Wilker, representing Glass Coatings and Concepts, LLC, noted that the company would like to avoid split zoning on the combined lots. While there are no firm expansion plans at this time, the zoning change will allow the company to begin design work. Mrs. McElfresh confirmed that the property is surrounded by other industrial businesses and that there are no concerns regarding nearby residential areas.

Mr. Wagner moved to close the public hearing; seconded by Mr. Hagedorn. Voice vote. Motion carried.

During Council discussion, Mr. Wagner stated that this request makes sense. Mr. Graves thanked the company for maintaining and expanding its operations in Monroe.

The Clerk of Council read Ordinance No. 2025-42 by title only.

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

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

Mr. Wagner moved to authorize the expenditure of $157,000 for economic development purposes to the Monroe Area Community Investment Corporation; seconded by Dr. Clark. Voice vote: five ayes, one nay (Hagedorn). Motion carried.

Administrative Reports

Mr. Burton gave a presentation on the 2026 Annual Operating Budget, including the General Fund five-year forecast, and stated that the Capital Budget presentation will occur on December 9, 2025.

Adjournment

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

The regular meeting of Council adjourned at 8:10 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

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

EMERGENCY 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, AND DECLARING AN EMERGENCY.

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.

<u>SECTION 10</u>**:** 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.

<u>SECTION 11</u>**:** 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.

<u>SECTION 12</u>: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council deems it in the best interest to require compliance with the Americans with Disabilities Act, Public Rights-of-Way Accessibility Guidelines, and City Standards at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

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.

Exhibit "B" Ord. No. 2025-39

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. <u>Definitions</u>. 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. <u>School District Approval and Agreement</u>. 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 <u>Exhibit A</u> attached hereto, in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance.

Section 3. <u>Compensation Payments to School District</u>. 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]

13282252v5

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.

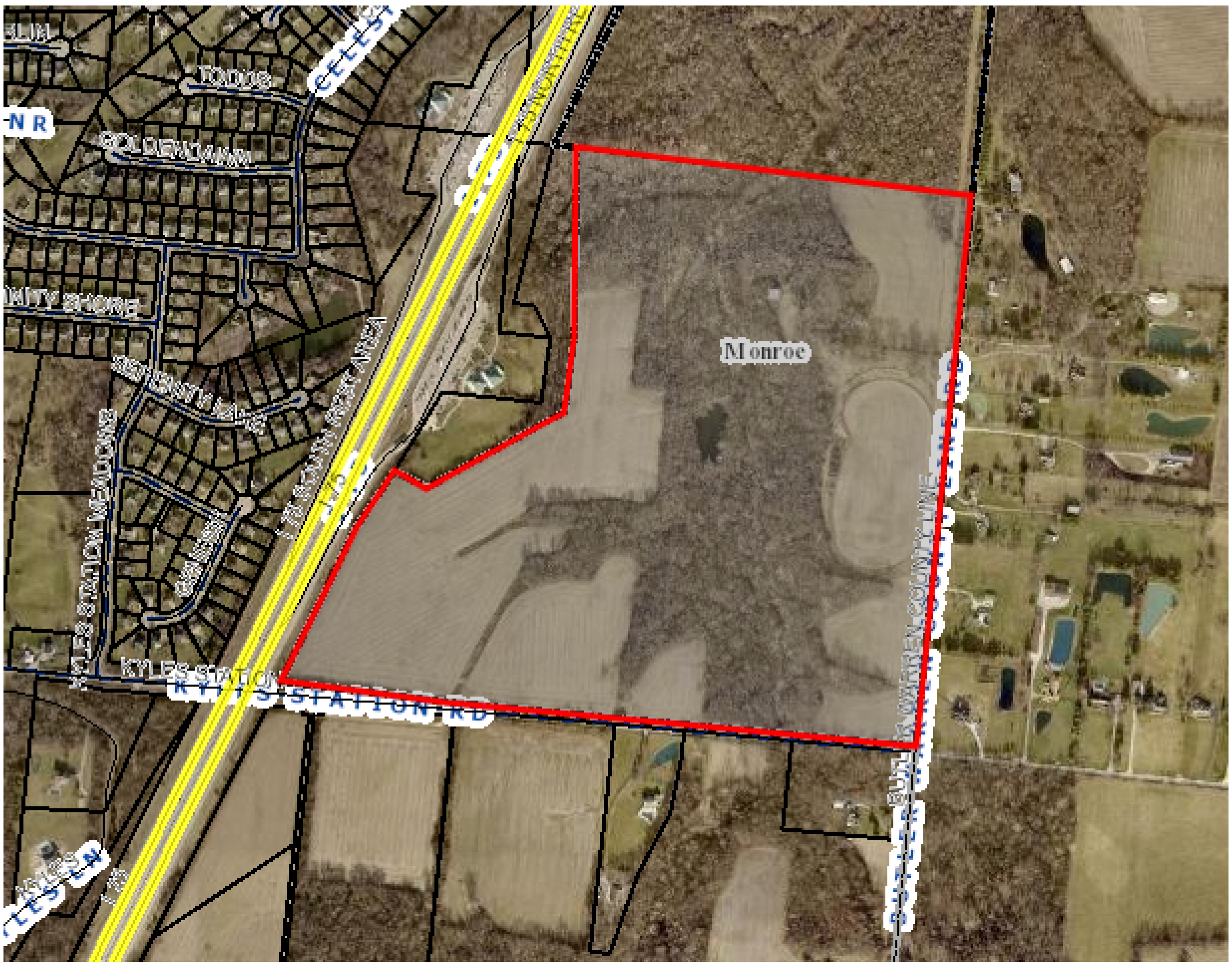


EXHIBIT B

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

0058126.0802829 4919-6224-6970v2

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: ______________________

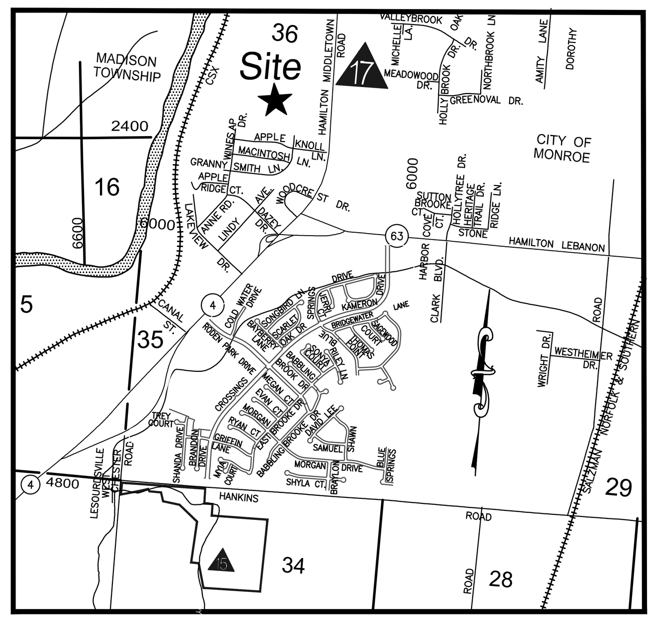
ATTEST: APPROVED:

____________________________________ _________________________________

"Exhibit A" Ord. No. 2025-40

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
2003 Beechglen Court
Cincinnati, OH 45233

DEVELOPER

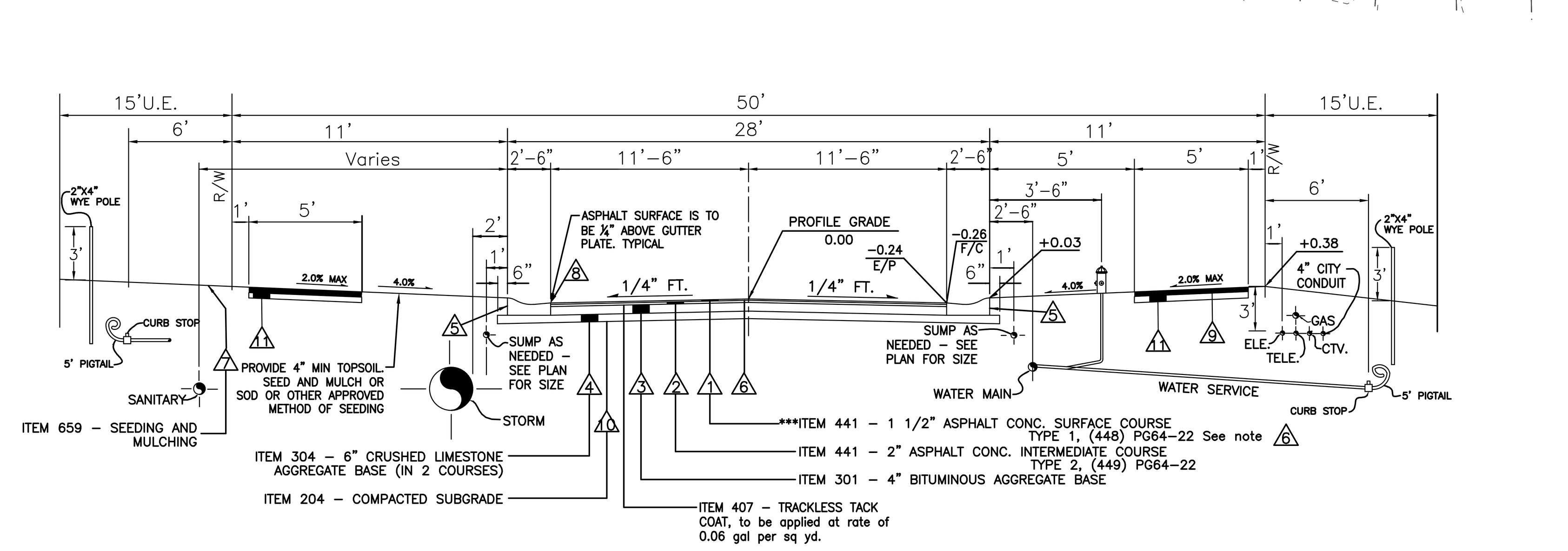
CKN Development,LLC.
1768 Happy Valley Drive
Fairfield, OH 45014
(513) 846-9311

ENGINEER/SURVEYOR

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

GENERAL NOTES

1. Sanitary to be tied into Butler County System.
2. Water to be installed and connected to Butler County System.
3. Electric to be supplied by Duke Energy.
4. All public streets to be constructed according to City of Monroe standards and specifications.
5. Detention and Water Quality shall be provided for all currently undeveloped phases as per City of Monroe standards and specifications.
6. Storm sewer sizes and location are approximate, final sizes and location are to be provided with Construction Drawings.
7. Contours furnished from aerial photography based on U.S.G.S. datum.
8. Existing structures and pavement on site shall be removed.
9. 5' Concrete Walk to be installed on both sides of the street as per City of Monroe standards.
10. The location of walking paths through the gas and electric easements are subject to approval of controlling utility companies.
11. The location of walking paths through open space will be adjusted accordingly where necessary to avoid excessive removal of trees.
12. Persimmon Lane temporary turnaround shall remain permanent until the street is extended North.
13. "No Parking - Fire Lanes" signs shall be posted on one side of all streets.
14. Fire lane signs to be installed on the same of the street as Fire Hydrants.
15. All cul-de-sacs shall have "No Parking - Fire Lane" signs installed.
16. No more than 30 units to be constructed north of the gas easements until a secondary access point has been completed.
17. Anticipated Construction Start Dates:
    Phases 2 & 3 - Spring 2026
    Phase 4 - Spring 2027
    Phase 5 - Spring 2028
18. Existing Zoning: Planned Unit Development



ROADWAY TYPICAL SECTION

ITEM	DEPTH TOP OF PIPE
Sumplines	24" – 30"
Gas	24" – 30"
Water	48" – 54"
Electric	36" – 40"
Telephone	36" – 40"
Cable TV	36" – 40"
4" City Conduit	36" – 40"

***SURFACE COURSE, ITEM 441, AND TACK COAT, ITEM 407 ARE TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE, (ITEM 441), AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THEN THE TOP COURSE MAY BE APPLIED (AS APPROVED BY THE CITY).

5. ITEM 609 – Standard Roll Type Curb and Gutter C–1 per Monroe Standard Detail 300–5
6. ITEM 407 – TACK COAT, to be applied at rate of 0.06 gal. per sq. yd.
8. TACK COAT shall be applied to front face of curb prior to the installation of 301 Bituminous Aggregate Base. Also to be applied to curb joint after the installation of 403 leveling course.
9. CONCRETE WALK – 4" thick concrete sidewalk, 5' wide, Item 608, Walk to be 1/2" higher than sod.
11. BASE – 4" crushed & compacted aggregate stone base of type #57, #304 or #411

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)	5'	5'	5'	6'
SIDE SETBACK (TOTAL)	20'-30' Between Houses* (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 (20.8%)
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

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

Basis of Bearing: State Plane NAD83 (2011)
SCALE: 1" = 100'

Item	Revision Description	Date	Drawn	Chk.
1	Revised as per Staff Comments	10-10-25	JMW	TAC
2				
3				
4				
5				
6				
7				
8				
9				

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

bayer becker
www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 24-0202 PD
Drawn by: JMW
Checked By: TAC
Issue Date: 9-10-25
Sheet: 1/1

Plot time: Oct 13, 2025 – 1:11pm
Drawing name: J:\2024\24-0202\CV\DWG\24-0202 PD.dwg – Layout Tab: PD

CITY OF MONROE
— OHIO —

MonroeOhio MonroeOH

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,

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:

<u>SECTION 1:</u> 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.

<u>SECTION 2:</u> 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: __________________________

"Exhibit A" Ord. No. 2025-42

ORDINANCE NO. 2025-43

AN ORDINANCE TO AMEND EMERGENCY ORDINANCE NO. 2004-26 TO EXTEND THE EXEMPTION FROM TAXATION OF IMPROVEMENTS PROVIDED FOR BY OHIO REVISED CODE SECTION 5709.40 FOR CERTAIN PARCELS COMPRISING THE TAX INCREMENT FINANCING DISTRICTS PURSUANT TO OHIO REVISED CODE SECTION 5709.51

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Statutes") this Council on August 10, 2004, passed Emergency Ordinance No. 2004-26 (the "TIF Ordinance") thereby creating the TIF Districts as outlined in Exhibit B to the TIF Ordinance (collectively, the "TIF Districts" or each individually as a "TIF District") in the City and declaring improvements to parcels of real property within each TIF district (referred to herein collectively as the "Property" with each parcel comprising the Property being referred to as a "Parcel,") to be a public purpose, exempting those improvements from real property taxation for a period of up to 30 years, specifying public infrastructure improvements (as described in the TIF Ordinance and referred to as the "Public Improvements") to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the "Service Payments") by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Monroe Local School District (the "School District") out of the Service Payments; and

WHEREAS, ORC Section 5709.51 permits the life for an TIF district meeting certain conditions to be extended for a period not to exceed thirty (30) years, and this Council desires to amend the TIF Ordinance to extend, for thirty (30) additional years, the life of the Eligible TIF Districts (as defined herein) and the exemption from taxation of improvements to the Property granted pursuant to the TIF Ordinance; and

WHEREAS, the City acknowledges that ORC Section 5709.51 requires that Service Payments made pursuant to the TIF Statutes by the Developer and/or Owner(s) (i) exceeded one million five-hundred thousand dollars ($1,500,000.00) in the calendar year preceding the adoption of this Ordinance or the City has reasonably determined that the Service Payments will exceed one million five hundred thousand dollars ($1,500,000.00) in any future year; and (ii) did not exceed one million five hundred thousand dollars ($1,500,000.00) in any calendar year before the calendar year immediately preceding the adoption of this Ordinance, pursuant to R.C. 5709.51(A)(l) and (A)(2) (the "Service Payments Threshold"); and

WHEREAS, the TIF Districts as listed in <u>Schedule 1</u> attached hereto satisfied the Service Payments Threshold for the applicable periods under this Ordinance (collectively, the "Eligible TIF Districts"); and

WHEREAS, the School District has previously provided its authorization and consent for the exemption to be 100% of the assessed value of the "Improvements" from real property taxation for a period of thirty years for each TIF district in accordance with the Amended and Restated Tax Incentive Agreement dated April 29, 2013 by and between the City and the School District; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District in accordance with ORC Sections 5709.40 and 5709.83.

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

SECTION 1: TIF Ordinance Amendment and Tax Exemption Extension. The TIF Ordinance is hereby amended, pursuant ORC 5709.51, to extend the life of the Eligible TIF Districts and the exemption from taxation of improvements to the Property for a period of thirty (30) years from the end of the current life and term of exemption, as determined by Section 1 of the TIF Ordinance (the "Extension Period"). In connection therewith, Section 2 and Section 3 of the TIF Ordinance are hereby amended and restated to provide as follows:

> "SECTION 2. Intentionally deleted.
>
> SECTION 3. This Council finds and determines that 100% of the applicable increase in true value of the Property subsequent to the effective date of this ordinance (which increase in true value is the "Improvements") is hereby declared to be a public purpose, and shall be exempt from taxation for a period commencing with the tax year in which any Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this ordinance and ending on the earlier of (i) thirty (30) years after such date or (ii) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40 and 5709.42.
>
> Notwithstanding the foregoing, this Council finds and determines that 100% of Improvements with respect to the Eligible TIF Districts is hereby declared to be a public purpose, and shall be exempt from taxation for a period commencing with the tax year in which any Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this Ordinance and ending on the earlier of (i) sixty (60) years after such date or (ii) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40 and 5709.42."

SECTION 2: Distribution of Payments to the School District. Pursuant to ORC Section 5709.51(A)(3) and consistent with Sections 3 and 7 of the TIF Ordinance, the Butler County Treasurer shall pay directly to the School District from Service Payments and property tax rollback payments for each year of the Extension Period for each Parcel of the Eligible TIF Districts, compensation equal in value to the amount of taxes that would be payable to the School District from that Parcel if the Improvement to that Parcel of the Eligible TIF Districts had not been exempted from taxation for the Extension Period, and shall distribute all remaining amounts to the City into the Tax Increment Equivalent Fund, as defined in the TIF Ordinance.

SECTION 3: Public Infrastructure Improvements. Exhibit A to the TIF Ordinance is hereby amended to also include the Exhibit A attached hereto incorporated herein by reference.

SECTION 4: TIF Ordinance Remains in Full Force and Effect. Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. The Mayor, City

Administrator, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this Ordinance.

SECTION 5: Notification of Passage. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 6: Open Meetings. This Council finds and determines that all formal actions of this Council 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 that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7: 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: ____________________________

SCHEDULE 1
ELIGIBLE TIF DISTRICTS

- Monroe Commerce Center
- Park 63/Summit Park
- Corridor 75 Park #1
- Corridor 75 Park # 2

EXHIBIT A
PUBLIC INFRASTRUCTURE IMPROVEMENTS

Any "public infrastructure improvements" defined under Ohio Revised Code Sections 5709.40(A)(8) that directly benefit or serve the TIF district and any of the following improvements that will benefit or serve Parcels in the TIF district and all related costs of those permanent improvements (including, but not limited to, those costs listed in Ohio Revised Code Section 133.15(B)):

- **Parks**. Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, together with all appurtenances thereto;

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;

- **Continued Maintenance**. Continued maintenance of the parks, public roads, highways, streetscape/landscape, water lines, and sewer lines described in "Parks," "Roadways," "Streetscape/Landscape," and "Water/Sewer" above;

- **Stormwater**. Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare;

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; and

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

ORDINANCE NO. 2025-44

AN ORDINANCE TO AMEND EMERGENCY ORDINANCE NO. 2004-36 TO EXTEND THE EXEMPTION FROM TAXATION OF IMPROVEMENTS PROVIDED FOR BY OHIO REVISED CODE SECTION 5709.40 FOR CERTAIN PARCELS COMPRISING THE INCENTIVE DISTRICTS PURSUANT TO OHIO REVISED CODE SECTION 5709.40(L).

WHEREAS, pursuant to Ohio Revised Code ("ORC") 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Statutes") this Council on September 28, 2004, passed Emergency Ordinance No. 2004-36 (the "TIF Ordinance") thereby creating the Incentive Districts as outlined in Exhibit B to the TIF Ordinance (collectively, the "Incentive Districts" or each individually as an "Incentive District") in the City and declaring improvements to parcels of real property within each Incentive District (referred to herein collectively as the "Property" with each parcel comprising the Property being referred to as a "Parcel,") to be a public purpose, exempting those improvements from real property taxation for a period of up to 30 years, specifying public infrastructure improvements (as described in the TIF Ordinance and referred to as the "Public Improvements") to be made to benefit the Property, providing for the making of service payments in lieu of taxes (the "Service Payments") by the owner(s) thereof, and establishing a municipal public improvement tax increment equivalent fund into which those Service Payments were to be deposited, and providing for payments to the Monroe Local School District (the "School District") out of the Service Payments; and

WHEREAS, ORC Section 5709.40(L) permits the life for an incentive district formed before January 1, 2006, to be extended for a period not to exceed fifteen (15) years, and this Council desires to amend the TIF Ordinance to extend, for fifteen (15) additional years, the life of the Incentive Districts and the exemption from taxation of improvements to the Property granted pursuant to the TIF Ordinance; and

WHEREAS, the School District has previously provided its authorization and consent for the exemption to be 100% of the assessed value of the "Improvements" from real property taxation for a period of thirty years for each Incentive District in accordance with the Amended and restated Tax Increment Financing District Revenue Sharing Agreement dated April 29, 2013 by and between the City and the School District; and

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District in accordance with ORC Sections 5709.40 and 5709.83 and to the Butler County Board of Commissioners in accordance with ORC Section 5709.40(L).

WHEREAS, notice of this amendment to the TIF Ordinance has been timely delivered to the School District in accordance with ORC Sections 5709.40 and 5709.83 and to the Butler County Board of Commissioners in accordance with ORC Section 5709.40(L);

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

SECTION 1: TIF Ordinance Amendment and Tax Exemption Extension. The TIF Ordinance is hereby amended, pursuant ORC 5709.40(L), to extend the life of the Incentive Districts and the exemption from taxation of improvements to the Property for a period of fifteen (15) years from the end of the current life and term of exemption, as determined by Section 1 of the TIF Ordinance (the "Extension Period"). In connection therewith, Section 2 and Section 3 of the TIF Ordinance are hereby amended and restated to provide as follows:

"SECTION 2. Intentionally deleted.

SECTION 3. The Incentive Districts shall have a life commencing on the effective date of this ordinance and terminating on December 31 of the last year in which service payments in lieu of taxes have been paid in connection with Improvements on the Property. This Council finds and determines that 100% of the applicable increase in true value of the Property subsequent to the effective date of this ordinance (which increase in true value is the "Improvements") is hereby declared to be a public purpose, and shall be exempt from taxation for a period commencing with the tax year in which any Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this ordinance and ending on the earlier of (i) Forty-five (45) years after such date or (ii) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40 and 5709.42."

SECTION 2: Distribution of Payments to the School District**.** Pursuant to ORC Section 5709.40(L)(3)(a) and consistent with Sections 3 and 4 of the TIF Ordinance, the Butler County Treasurer shall pay directly to the School District from Service Payments and Property Tax Rollback Payments, as defined in the TIF Ordinance, for each year of the Extension Period for each Parcel of the Property, compensation equal in value to the amount of taxes that would be payable to the School District from that Parcel if the Improvement to that Parcel of the Property had not been exempted from taxation for the Extension Period, and shall distribute all remaining amounts to the City into the Tax Increment Equivalent Fund, as defined in the TIF Ordinance.

SECTION 3: Public Infrastructure Improvements**.** Exhibit A to the TIF Ordinance is hereby amended to also include the Exhibit A attached hereto incorporated herein by reference.

SECTION 4: TIF Ordinance Remains in Full Force and Effect**.** Except as provided herein, all other provisions of the TIF Ordinance shall remain in full force and effect. The Mayor, City Administrator, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all of the things as are necessary for and incidental to carrying out the provisions of this Ordinance.

SECTION 5: Notification of Passage. The Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

SECTION 6: Open Meetings. This Council finds and determines that all formal actions of this Council 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 that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _______________________

ATTEST: APPROVED:

____ ____

Clerk of Council Mayor

First Reading: ___________________________

EXHIBIT A
PUBLIC INFRASTRUCTURE IMPROVEMENTS

Any "public infrastructure improvements" defined under Ohio Revised Code Sections 5709.40(A)(8) that directly benefit or serve the Incentive District and any of the following improvements that will benefit or serve Parcels in the Incentive District and all related costs of those permanent improvements (including, but not limited to, those costs listed in Ohio Revised Code Section 133.15(B)):

- **Parks**. Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, together with all appurtenances thereto;

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;

- **Continued Maintenance**. Continued maintenance of the parks, public roads, highways, streetscape/landscape, water lines, and sewer lines described in "Parks," "Roadways," "Streetscape/Landscape," and "Water/Sewer" above;

- **Stormwater**. Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare;

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; and

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

RESOLUTION NO. 70-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO IMPLEMENT A HEALTH SAVINGS ACCOUNT FOR CALENDAR YEAR 2026.

WHEREAS, the City's selected health insurance carrier has offered a Health Savings Account for employees; and

WHEREAS, Council deems it in the best interest of its employees to implement a Health Savings Account offered through the selected health care provider; and

WHEREAS, as an incentive to employees to obtain a biometric screening and physicians wellness check they would receive an additional $500.00 contribution from the City to their Health Savings Account.

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 implement a Health Savings Account through its health insurance provider pursuant to the terms and conditions of the annually negotiated provider on file in the office of the City Manager.

SECTION 2: The City shall contribute an amount not to exceed 50% of the base IRS contribution limit into the employee's Health Savings Account of those employees participating in the health insurance plan offered by the City and did not obtain a biometric screening and physician wellness check in 2025:

Employee plus spouse, employee plus children, and family plan	$3,100
Single plan	$1,300

For those employees that obtained a biometric screening and physician wellness check in 2025, the City shall contribute:

Employee plus spouse, employee plus children, and family plan	$3,600
Single plan	$1,800

SECTION 3: For full-time non union employees that waive the health insurance plan offered by the City, the City shall pay to these employees the following amounts on the first payroll in January of 2026:

Employee plus spouse, employee plus children, and family plan	$3,500
Single plan	$2,500

SECTION 4: 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. 71-2025

A RESOLUTION AMENDING RESOLUTION NO. 04-2025 TO INCREASE THE BLANKET PURCHASE ORDER FOR PUBLIC ENTITIES POOL TO $187,000, TO INCREASE THE BLANKET PURCHASE ORDER FOR ENTERPRISE FM TRUST TO $375,000, AND TO INCREASE THE BLANKET PURCHASE ORDER FOR FROST BROWN TODD LLC TO $208,000 AS RECOMMENDED BY THE DIRECTOR OF FINANCE AND THE CITY MANAGER.

WHEREAS, pursuant to the City's Purchasing Policies and Procedures, Council is required to approve blanket purchase orders.

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

SECTION 1: Council hereby approves the following blanket purchase orders for 2025:

Vendor	**Amount Not to Exceed**	**Departments Affected**
Public Entities Pool	$187,000.00	All Departments
Tyler Technologies	$ 90,000.00	Finance
Enterprise FM Trust	$335,000.00	All Departments
Hurst Kelly	$ 37,500.00	Finance
Treasurer of State	$ 33,000.00	Finance
Bricker Graydon LLP	$ 50,000.00	CMO/Economic Development
DSD Advisors LLC	$ 30,000.00	CMO/Economic Development
Velecor	$ 85,000.00	All Departments
National Inspection Corporation	$400,000.00	Development
PRADCO	$ 25,000.00	City Manager's Office (CMO)
NeoGov	$ 39,000.00	CMO/Human Resources
Frost Brown Todd LLC	$208,000.00	All Departments
CDW Government, Inc.	$152,000.00	CMO/IT
Bradley Payne Advisors	$ 30,000.00	CMO/Economic Development

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

Vendor	Purpose	Amount	Departments Affected
Public Entities Pool	Property and Liability Coverage	**$ 187,000.00**	All Departments
Tyler Technologies	Support/Update Licensing/Disaster Recovery	$ 90,000.00	Finance
Enterprise FM Trust	Fleet Leases	$ 335,000.00	All Departments
Hurst Kelly	2024 Annual Comprehensive Financial Report	$ 37,500.00	Finance
Treasurer of State	2024 Audit Services	$ 33,000.00	Finance
Bricker Graydon LLP	2025 Economic Development Legal Services	$ 50,000.00	CMO/Economic Development
DSD Advisors LLC	2025 Legislative Services	$ 30,000.00	CMO/Economic Development
Velecor	IT Service Agreement	$ 85,000.00	All Departments
National Inspection Corporation	Building Services for 2025	$ 400,000.00	Development
PRADCO	Pre-Employment Testing	$ 25,000.00	City Manager's Office
NeoGov	HR Services	$ 39,000.00	City Manager's Office
Frost Brown Todd LLC	Legal Services	**$ 208,000.00**	All Departments
CDW Government, Inc.	Computer/Laptop Replacement	$ 152,000.00	All Departments
Bradley Payne Advisors	Development and Incentive Services	$ 30,000.00	City Manager's Office

RESOLUTION NO. 72-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY FEDERAL PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE MONROE PEDESTRIAN PROJECT.

WHEREAS, the City of Monroe has been awarded federal transportation funding from the Ohio Department of Transportation (ODOT) for various pedestrian improvements; and

WHEREAS, the City will serve as the Local Public Agency (LPA) responsible for administering all phases of the project in compliance with federal and state requirements, including design, right-of-way, procurement, construction administration, documentation, and adherence to all ODOT oversight procedures; and

WHEREAS, Council desires to enter into a Local Public Agency project agreement with the Ohio Department of Transportation for the pedestrian project improvements.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the Ohio Department of Transportation for the Monroe Pedestrian Project.

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

PASSED: ______________________

ATTEST: APPROVED:

______________________ ______________________

Clerk of Council Mayor

RESOLUTION NO. 73-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY FEDERAL PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE GREAT MIAMI RIVER TRAIL-LOOP PROJECT.

WHEREAS, the City of Monroe has been awarded federal transportation funding from the Ohio Department of Transportation (ODOT) for the Great Miami River Trail-Loop Project at Bicentennial Commons Park; and

WHEREAS, the City will serve as the Local Public Agency (LPA) responsible for administering all phases of the project in compliance with federal and state requirements, including preliminary engineering detailed design, construction administration, and adherence to all ODOT oversight procedures; and

WHEREAS, Council desires to enter into a Local Public Agency project agreement with the Ohio Department of Transportation for the Great Miami River Trail-Loop Project at Bicentennial Commons Park.

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 Local Public Agency Federal Project Agreement by and between the City of Monroe and the Ohio Department of Transportation for the Great Miami River Trail-Loop Project. The terms and conditions are marked "Exhibit A" attached hereto and made a part hereof.

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

PASSED: ________________________

ATTEST: APPROVED:

______________________________ ______________________________
Clerk of Council Mayor

Agreement Number: 43187

PID Number: 124651

County-Route-Section: BUT Monroe Bicentennial Pk Loop

SAM Unique Entity ID: 088654884

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Monroe, 233 S Main St, P.O. Box 330, Monroe, OH 45050-0030** (LPA).

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **Construction of a 1-mile multi-use path around the Bicentennial Commons Park in the City of Monroe** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be **$1,177,755.00**.

ODOT shall provide to the LPA **90** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4HJ7** in Federal funds, up to a maximum of **$1,092,138.00** in All phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridgepercent. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 The LPA is administering the Federally funded All phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT **or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. <u>RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION</u>

6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment;

change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Larry Lester, City Manager
City of Monroe
233 S Main Street, P.O. Box 330
Monroe, OH 45050-0330

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.

8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. <u>DATA, PATENTS AND COPYRIGHTS - PUBLIC USE</u>

11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. <u>TERMINATION; DEFAULT AND BREACH OF CONTRACT</u>

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. <u>THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS</u>

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. <u>NOTICE</u>

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Larry Lester, City Manager	Doug Gruver, P.E., D8 DD
City of Monroe	ODOT D8
233 S Main Street, P.O. Box 330	505 S SR 741
Monroe, OH 45050-0330	Lebanon, OH 45036
LesterL@MonroeOhio.Gov	Doug.Gruver@DOT.Ohio.Gov

15. <u>GENERAL PROVISIONS</u>

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

1. **No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
   (A) The LPA ***does not*** currently maintain an ODOT approved Federally compliant time-tracking system[1], ***and***
   (B) The LPA ***does not*** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***
   (C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. **Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [2]
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
   (B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. **Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [3]
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
   (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. [4]

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, ***and***

(C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements*: One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of $750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

[4] [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ethics and Conflict of Interest Laws*: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.

15.6 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

RESOLUTION NO. 74-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY FEDERAL PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE GREAT MIAMI RIVERSIDE TRAIL PROJECT.

WHEREAS, the City of Monroe has been awarded federal transportation funding from the Ohio Department of Transportation (ODOT) for the Great Miami Riverside Trail Project at Bicentennial Commons Park; and

WHEREAS, the City will serve as the Local Public Agency (LPA) responsible for administering all phases of the project in compliance with federal and state requirements, including preliminary engineering detailed design, construction administration, and adherence to all ODOT oversight procedures; and

WHEREAS, Council desires to enter into a Local Public Agency project agreement with the Ohio Department of Transportation for the Great Miami Riverside Trail Project at Bicentennial Commons Park.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to enter into a Local Public Agency Federal Project Agreement by and between the City of Monroe and the Ohio Department of Transportation for the Great Miami Riverside Trail Project. The terms and conditions are marked “Exhibit A” attached hereto and made a part hereof.

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

PASSED: ________________________

ATTEST: APPROVED:

________________________ ________________________

Clerk of Council Mayor

Agreement Number: 43188

PID Number: 124653

County-Route-Section: BUT Monroe Riverside Trail

SAM Unique Entity ID: 088654884

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **City of Monroe, 233 S Main St, P.O. Box 330, Monroe, OH 45050-0030** (LPA).

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **Construction of a 1.8-mile multi-use path from the Bicentennial Commons Park loop north to City limits, including stream bank stabilization along Dicks Creek on the northern end of the project** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures

- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts
- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be **$3,690,349.00**.

ODOT shall provide to the LPA **90** percent of the eligible costs, utilizing Spending Authority Code (SAC) **4HJ7** in Federal funds, up to a maximum of **$1,107,862.00** in All phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridgepercent. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 The LPA is administering the Federally funded All phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT **or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION

6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its entirety in project bid documents. The template includes-Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment;

change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Larry Lester, City Manager
City of Monroe
233 S Main Street, P.O. Box 330
Monroe, OH 45050-0330

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.

8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. <u>DATA, PATENTS AND COPYRIGHTS - PUBLIC USE</u>

11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. <u>THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS</u>

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. <u>NOTICE</u>

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Larry Lester, City Manager	Doug Gruver, P.E., D8 DD
City of Monroe	ODOT D8
233 S Main Street, P.O. Box 330	505 S SR 741
Monroe, OH 45050-0330	Lebanon, OH 45036
LesterL@MonroeOhio.Gov	Doug.Gruver@DOT.Ohio.Gov

15. <u>GENERAL PROVISIONS</u>

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

1. **No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
   (A) The LPA ***does not*** currently maintain an ODOT approved Federally compliant time-tracking system[1], ***and***
   (B) The LPA ***does not*** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***
   (C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. **Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [2]
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
   (B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. **Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [3]
   (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
   (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. [4]

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, ***and***

(C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements*: One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of $750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

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[4] [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ethics and Conflict of Interest Laws*: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.

15.6 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

RESOLUTION NO. 75-2025

A RESOLUTION ACCEPTING THE WARREN AND BUTLER COUNTY TRANSPORTATION MASTER PLANS.

WHEREAS, acceptance of the Warren and Butler County Transportation Master Plans is a temporary measure until the City of Monroe completes the work being done through the Safe Streets and Roads for All (SS4A) grant on the City's own transportation plan; and

WHEREAS, these plans will help the City enforce transportation and right-of-way items that would otherwise be difficult to implement.

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

SECTION 1: Council hereby accepts the Warren and Butler County Transportation Master Plans.

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

PASSED: ________________________

ATTEST: APPROVED:

________________________ ________________________

Clerk of Council Mayor

RESOLUTION NO. 76-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE KLEINGERS GROUP, INC. FOR PHASE 1 ENGINEERING SERVICES FOR THE GATEWAY BOULEVARD EXTENSION AND BUTLER WARREN ROAD IMPROVEMENTS PROJECT.

WHEREAS, Council deems it necessary to obtain the services of The Kleingers Group, Inc. for Phase 1 engineering services related to the construction of a roundabout at the intersection of Gateway Boulevard and Butler Warren Road, along with other roadway improvements; and

WHEREAS, Council will approve necessary budget appropriations for said services.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional services agreement by and between the City of Monroe and The Kleinger's Group, Inc. to provide Phase 1 engineering services.

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

Quote For Construction Services

John R. Jurgensen Company

11641 Mosteller Road

Cincinnati, Ohio 45241

phone: **513-771-0820**

fax: **513-326-6770**

email: **brandon.worley@jrjnet.com**

Quote To:	General Contractor	Job Name:	Monroe SR63 Repair
Attention:	Estimating	Location:	Monroe, OH
Fax Number:	N/A	Date of Bid:	11/13/2025
Revision Date:	N/A	Jurgensen Contact:	Brandon Worley 513-490-3409

This is unit price quote
Pricing Valid For 30 Calendar Days

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	RIGID PAVEMENT REPAIR REMOVAL INCLUDING CURB	16.00	SY	360.00	5,760.00
20	RIGID PAVEMENT REPAIR REPLACEMENT	16.00	SY	900.00	14,400.00
30	CURB REPLACEMENT	8.00	LF	200.00	1,600.00
40	MAINTAINING TRAFFIC	1.00	LS	7,000.00	7,000.00

GRAND TOTAL **$28,760.00**

NOTES:

1. Pricing is good for 30 days with the issuance of a contract or a purchase order.
2. Asphalt paving work will continue up until the asphalt plants close in the winter & will not commence until the plants open in the spring.
3. Rigid Pavement Repair is based on 8" concrete pavement and 304 aggregate base (depth varies based on whats suitable to remain).
4. Price includes JRJ supplied flaggers and/or additional traffic control.
5. JRJ will truck away all spoils created by our operation.
6. Price includes sweeping of ground surface once. The removal of traffic or weather induces spoils or debris is not included in price.
7. JRJ is not responsible for any and all undercutting or unsuitable material.
8. JRJ is not responsible for testing, inspection, layout, or permits.
9. Price does not include removal of debris from manholes or catch basins. JRJ is only responsible for removing spoils from these structures as a result of our operation.
10. All temporary or permanent pavement markings are excluded. All removal & replacement of RPM's is excluded.
11. Pricing does NOT include Ohio State Sales Tax.
12. Our Bid Proposal is conditioned upon mutually agreed to terms and conditions within the Contract Agreement between parties.
13. John R. Jurgensen Company shall not be held to requirements of any type document not furnished prior to bid submittal.

Customers Signature:______________________________________Date:_____________

CITY OF MONROE OHIO

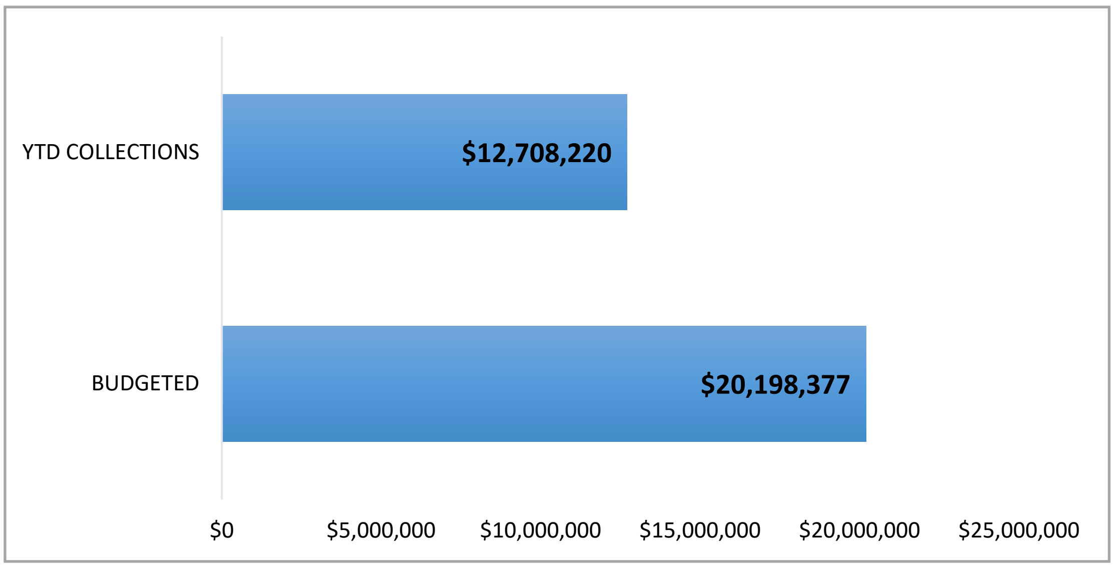
FINANCIAL REPORTS

FOR THE PERIOD ENDING

July 31, 2025

MUNICIPAL INCOME TAX
MONTHLY REPORT JULY 2025

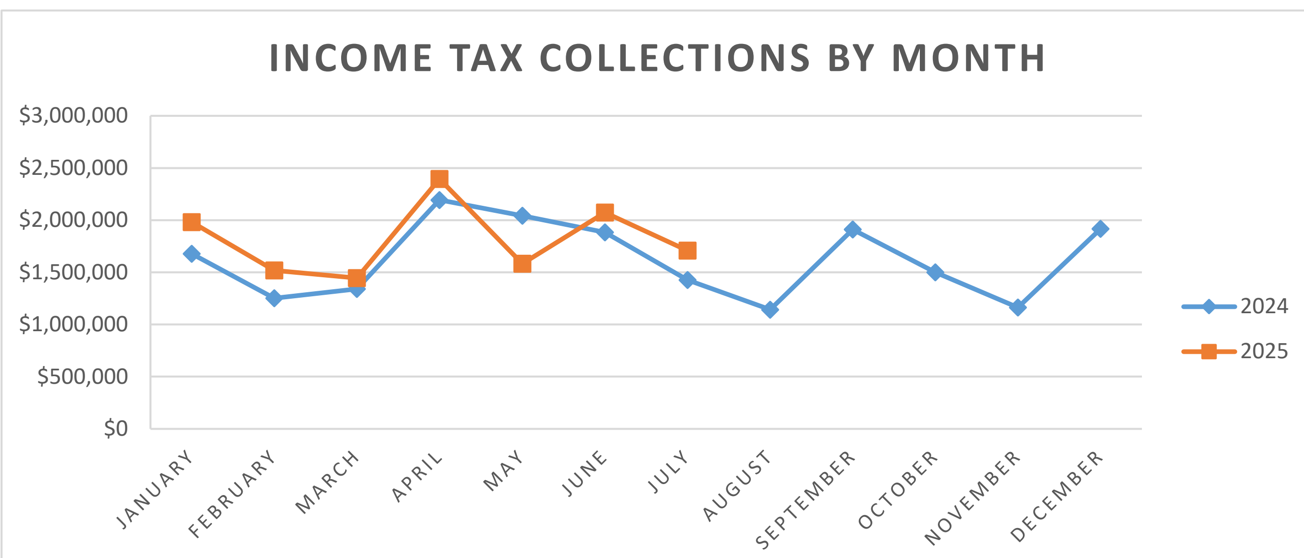
As of the end of July, we have collected (YTD) $12,708,220 in income tax dollars.
This equals to approximately 63% of the budget estimate.



Collected
63%

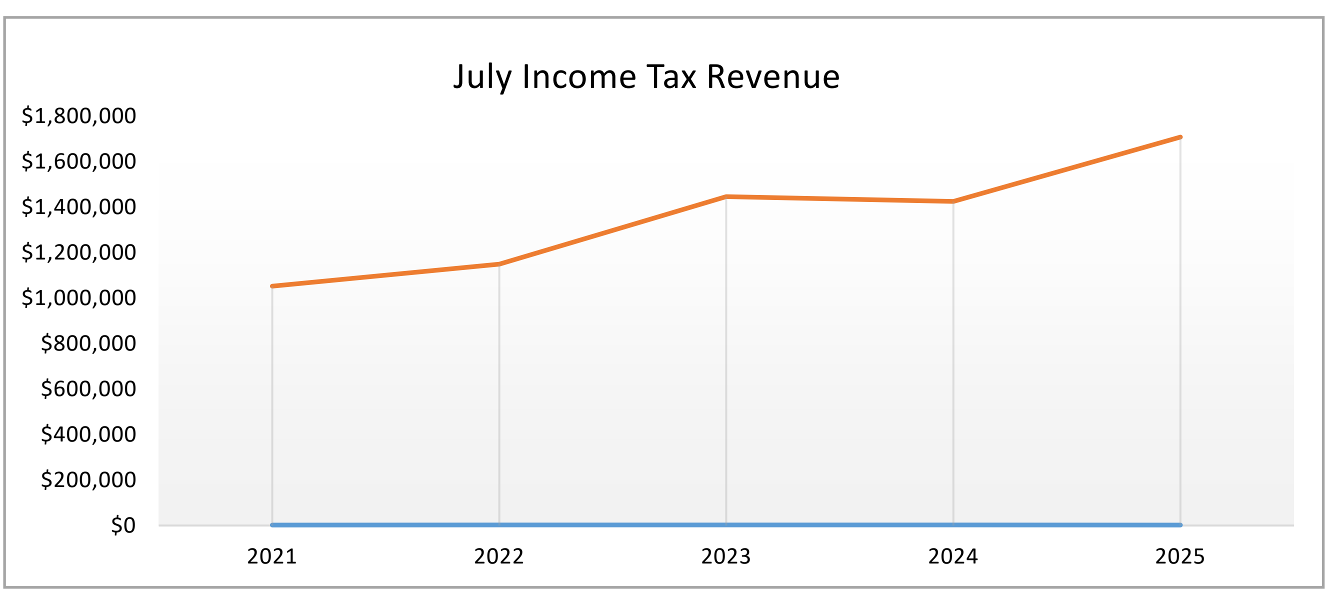
Target % Collected
7/12 = 58.3%

July income tax collections were 8**% higher** in 2025 than at the same time last year. Overall, the City has collected a **difference of $886,983** in 2025 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

Over the last five years, income tax revenue in July has steadily increased.



City of Monroe
Statement of Cash Position
As of 7/2025

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	8,541,990.08	11,917,923.32	13,601,338.36	6,858,575.04
2101	INCOME TAX - PUBLIC SAFETY	148,418.34	2,206,505.51	0.00	2,354,923.85
2210	STREET FUND	1,843,604.71	920,274.28	1,805,353.20	958,525.79
2220	STATE HIGHWAY FUND	259,759.02	65,548.43	13,984.35	311,323.10
2230	MOTOR VEHICLE LICENSE TAX FUND	35,592.22	0.00	102.00	35,490.22
2310	FIRE - 1989 LEVY FUND	232,152.01	4,740,505.89	4,933,820.27	38,837.63
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	656.75	0.00	538.85	117.90
2370	ONEOHIO OPIOID SETTLEMENT FUND	152,810.48	21,906.83	0.00	174,717.31
2410	POLICE LAW ENFORCEMENT FUND	490,867.80	3,845,669.15	4,233,251.38	103,285.57
2420	DARE GRANT FUND	9,664.84	1,408.23	2,372.00	8,701.07
2430	ENFORCEMENT AND EDUCATION FUND	7,007.72	890.00	0.00	7,897.72
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	88,361.18	73,117.44	0.00	161,478.62
2510	COURT TECHNOLOGY IMPROVEMENT	5,344.43	7,885.16	9,250.80	3,978.79
2621	MONROE CROSSINGS (C1)	2,311.21	1,163.93	785.68	2,689.46
2622	PARK 63/SUMMIT (C2)	312,868.07	115,987.59	100,831.25	328,024.41
2623	MONROE COMMERCE CENTER (C3)	1,833,468.89	892,327.91	625,903.06	2,099,893.74
2626	MIAMI VALLEY INDUSTRIAL (C6)	243,429.13	76,084.84	51,360.76	268,153.21
2627	YANKEE ROAD (C7)	25,058.43	0.00	0.00	25,058.43
2628	BERNS/DOUGLAS (C8)	30,172.40	11,274.88	7,795.73	33,651.55
2629	FRICK GREENTREE (C9)	392.01	0.00	0.00	392.01
2630	OSBOURNE (C10)	199.45	110.38	76.82	233.01
2631	SATELLITE FARMS (C11)	159,126.42	129,375.99	90,039.62	198,462.79
2632	CORRIDOR 75/MILLEN (C12)	4,862.84	15,136.06	10,217.14	9,781.76
2633	CORRIDOR 75 #1 (C13)	881,859.98	1,168,240.66	1,176,947.41	873,153.23
2634	CORRIDOR 75 #2 (C14)	3,265.21	59,087.72	58,070.60	4,282.33
2721	ARBOR ACRES (R1)	99,907.02	190,280.83	153,438.05	136,749.80
2722	HERITAGE GREEN (R2)	267,007.78	204,057.62	151,334.65	319,730.75
2723	WYANDOT WOODS (R3)	1,146,141.76	603,295.42	490,167.53	1,259,269.65
2724	GILMAR MEADOWS (R4)	112,814.48	87,375.80	66,769.25	133,421.03
2725	MT PLEASANT (R5)	34,759.19	56,627.68	41,602.38	49,784.49
2726	BRITTONY WOODS (R6)	650,229.35	420,138.80	322,661.74	747,706.41
2727	TODD'S GLEN RESERVE (R7)	75,639.50	99,980.93	73,452.50	102,167.93
2728	MAJESTIC OAKS (R8)	2,210.69	2,657.42	1,958.78	2,909.33
2729	TRIMBLE FARM (R9)	77,121.22	68,311.71	50,310.88	95,122.05
2731	HANKINS ROAD (R11)	5.66	10.96	8.05	8.57
2732	MONROE CROSSINGS #1 (R12)	887,398.47	874,824.67	643,039.93	1,119,183.21
2733	MONROE CROSSINGS #2 (R13)	635,508.14	343,459.17	279,131.03	699,836.28
2734	MONROE CROSSINGS #3 (R14)	692,686.56	299,007.78	215,716.59	775,977.75

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
2735	RESERVES OF MONROE XINGS (R15)	322,911.52	115,968.50	85,198.01	353,682.01
3101	INCOME TAX - CAPITAL PROJECTS	1,483,097.26	945,645.21	1,223,631.02	1,205,111.45
3110	PARK IMPROVEMENT FUND	326,700.62	16,356.99	14,927.00	328,130.61
3120	CAPITAL IMPROVEMENT FUND	2,233,677.05	271,973.74	1,218,700.64	1,286,950.15
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	119,200.29	0.00	54,328.50	64,871.79
4210	WATER BOND RETIREMENT FUND	50,468.69	2,250.00	52,675.69	43.00
4310	S.A. BOND RETIREMENT FUND	614.68	679,233.65	679,233.65	614.68
4410	INCOME TAX BOND RETIREMENT FUN	164,881.68	12,350.00	177,231.25	0.43
4610	CORRIDOR 75 PARK LTD TIF FUND	126,651.27	0.00	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	2,466.28	91.07	0.00	2,557.35
6110	WATER FUND	1,485,920.71	2,319,617.24	1,444,740.58	2,360,797.37
6115	WATER GUARANTEE DEPOSIT	50,700.00	-2,025.00	0.00	48,675.00
6120	WATER CAPITAL IMPROVEMENTS	446,610.07	662,347.07	454,784.23	654,172.91
6125	WATER METER& READ SYSTEM REPL	741,183.93	160,352.22	103,964.00	797,572.15
6210	SEWER FUND	7,511.26	789,728.79	780,357.31	16,882.74
6310	STORM WATER FUND	717,337.72	511,815.30	160,272.37	1,068,880.65
6315	STORMWATER DEPOSIT FUND	68,400.00	0.00	0.00	68,400.00
6410	GARBAGE FUND	395,427.95	785,279.19	699,867.03	480,840.11
6510	CEMETERY FUND	33,507.94	45,122.04	64,538.13	14,091.85
6610	STREET LIGHTING UTILITY	5,444.54	97,762.22	87,051.93	16,154.83
7100	CEMETERY MAINTENANCE TRUST	74,016.13	4,060.90	27,500.00	50,577.03
7110	MOUND CEMETERY TRUST FUND	77,714.54	2,379.52	27,424.80	52,669.26
7120	LONG STREET TRUST FUND	9,731.42	370.77	0.00	10,102.19
7310	FIRE HISTORIC PRESERVATION FUN	1,470.54	0.00	0.00	1,470.54
7320	FIRE LOSS SECURITY FUND	45,371.33	0.00	24,000.00	21,371.33
7410	DRUG LAW ENFORCEMENT TRUST	14,648.27	2,979.03	7,140.00	10,487.30
		29,039,965.05	**36,944,111.44**	**36,599,196.78**	**29,384,879.71**

YTD BUDGET REPORT - REVENUE JULY 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	**1110 GENERAL FUND**	18,905,136	18,905,136	11,917,923.32	6,987,163
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,373,300	3,373,300	2,206,505.51	1,166,794
2210	**2210 STREET FUND**	2,190,200	2,190,200	920,274.28	1,269,926
2310	**2310 FIRE - 1989 LEVY FUND**	6,506,010	6,506,010	4,740,505.89	1,765,504
2370	**2370 ONEOHIO OPIOID SETTLEMENT FUND**	36,780	36,780	21,906.83	14,873
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,164,625	5,164,625	3,845,669.15	1,318,956
2600	**2600 TIF FUNDS**	3,787,875	3,787,875	2,468,790	1,319,085
2700	**2700 RID FUNDS**	6,160,975	6,160,975	3,365,997	2,794,978
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	1,451,377	1,451,377	945,645.21	505,732
6110	**6110 WATER FUND**	3,779,412	3,779,412	2,319,617.24	1,459,795
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	412,000	562,000	662,347.07	-100,347
6210	**6210 SEWER FUND**	1,328,800	1,328,800	789,728.79	539,071
6310	**6310 STORM WATER FUND**	692,450	692,450	511,815.30	180,635
6410	**6410 GARBAGE FUND**	1,271,100	1,271,100	785,279.19	485,821
	TOTALS	**55,060,040**	**55,210,040**	**35,502,005**	**19,707,985**

YTD BUDGET REPORT - EXPENSE JULY 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	**1110 GENERAL FUND**	20,702,702	20,822,702	12,994,115.58	1,188,866.74	6,639,720
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,400,000	3,400,000	0.00	0.00	3,400,000
2210	**2210 STREET FUND**	3,232,716	3,232,716	1,495,248.22	115,962.49	1,621,505
2310	**2310 FIRE - 1989 LEVY FUND**	6,502,245	6,573,565	4,739,690.91	154,251.27	1,679,623
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,300,826	5,300,826	3,962,020.48	159,235.95	1,179,570
2600	**2600 TIF FUNDS**	3,353,180	3,353,180	2,122,028	0	1,231,152
2700	**2700 RID FUNDS**	6,097,771	6,097,771	2,574,789	0	3,522,982
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	2,906,628	3,089,386	980,926.47	645,335.02	1,463,125
6110	**6110 WATER FUND**	4,193,036	4,193,036	1,549,882.30	78,713.55	2,564,440
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	896,246	896,246	87,493.64	278,952.36	529,800
6210	**6210 SEWER FUND**	1,429,565	1,429,565	784,134.92	0.00	645,430
6310	**6310 STORM WATER FUND**	732,350	732,350	153,519.62	61,238.00	517,592
6410	**6410 GARBAGE FUND**	1,249,143	1,249,143	704,356.23	0.00	544,787
	TOTALS	**59,996,408**	**60,370,486**	**32,148,206**	**2,682,555**	**25,539,725**

Checks over $15,000 July 2025		
NAME	**INVOICE NET**	**INVOICE DESCRIPTION**
ATLANTIC EMERGENCY SOLUTIONS, INC	63,818.71	ENGINE 61 REPAIRS
B&N-KZF JOINT VENTURE LLC	37,950.00	CRITERIA ARCHITECT-NEW PW BLDG & FD STATION 62
BARRETT PAVING MATERIALS INC	759,624.84	2025 PAVEMENT RESURFACING AND STRIPING PROGRAM
BUTLER COUNTY WATER & SEWER DEPT	119,477.81	ACCT # 3048687-2055515
BUTLER COUNTY WATER & SEWER DEPT	112,183.33	JUNE 2025 WASTE WATER
BURGESS & NIPLE, INC.	19,984.21	2025 WATER MAIN REPLACEMENT PROJECTS
ENTERPRISE FM TRUST	15,970.78	CITY WIDE FLEET LEASE
FISHBECK, THOMPSON, CARR & HUBER, INC.	17,117.70	2025 WATER MAIN REPLACEMENT PROJECTS
FROST BROWN TODD LLC	20,090.50	Law Director Services
JACOB REEK	25,594.18	UPGRADE COUNCIL CHAMBERS AV EQUIPMENT
PREMIER OCCUPATIONAL HEALTH	19,779.92	PRE EMPLOYMENT TESTING
ROZZI INC	16,000.00	2025 Fourth of July Fireworks Display
RUMPKE OF OHIO, INC	101,219.09	CUSTOMER # 6300108176
SCODELLER CONSTRUCTION INC	126,727.46	2025 ASPHALT PAVEMENT CRACK SEAL PROJECT
STRYKER SALES CORP- MEDICAL DIVISION	34,752.55	POWER PRO 2 COT AND LOADING SYSTEM FOR NEW MEDIC
STRYKER SALES CORP- MEDICAL DIVISION	32,064.86	POWER PRO 2 COT AND LOADING SYSTEM FOR NEW MEDIC
TURTLECREEK TOWNSHIP TRUSTEES	35,854.00	JEDD REVENUE SPLIT - 2025 QTR 2
WEX INC	23,632.65	FUEL FOR JUNE 2025

CITY OF MONROE OHIO

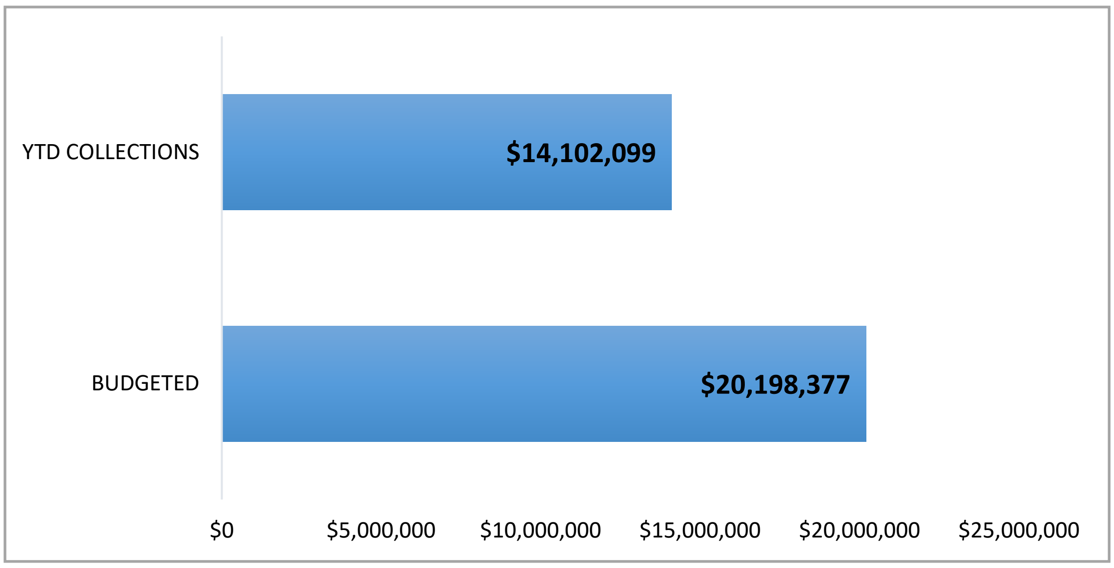
FINANCIAL REPORTS

FOR THE PERIOD ENDING

August 31, 2025

MUNICIPAL INCOME TAX
MONTHLY REPORT AUGUST 2025

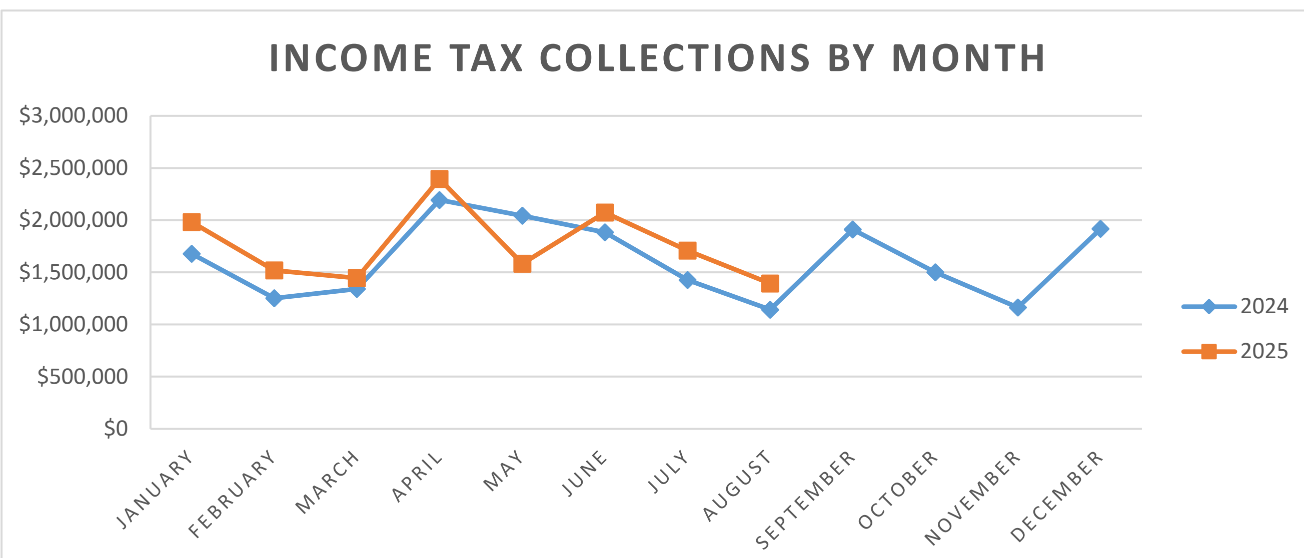
As of the end of August we have collected (YTD) $14,102,099 in income tax dollars. This equals to approximately 70% of the budget estimate.



Collected
70%

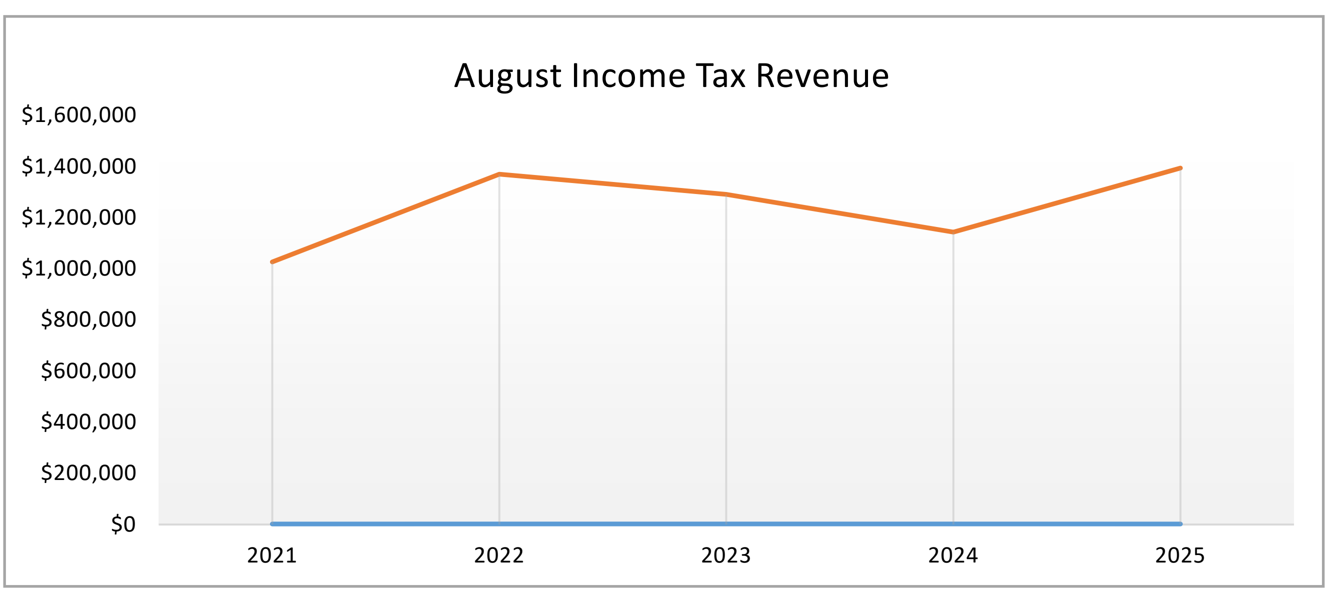
Target % Collected
7/12 = 66.67%

August income tax collections were 9**% higher** in 2025 than at the same time last year. Overall, the City has collected a **difference of $1,137,653** in 2025 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

Over the last five years, income tax revenue in August has steadily fluctuated.



City of Monroe
Statement of Cash Position
As of 8/2025

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	8,541,990.08	13,681,840.37	15,308,123.01	6,915,707.44
2101	INCOME TAX - PUBLIC SAFETY	148,418.34	2,448,521.11	0.00	2,596,939.45
2210	STREET FUND	1,843,604.71	1,071,934.59	2,017,699.56	897,839.74
2220	STATE HIGHWAY FUND	259,759.02	77,907.51	14,636.21	323,030.32
2230	MOTOR VEHICLE LICENSE TAX FUND	35,592.22	0.00	102.00	35,490.22
2310	FIRE - 1989 LEVY FUND	232,152.01	5,281,989.43	5,489,179.91	24,961.53
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	656.75	2,500.00	538.85	2,617.90
2370	ONEOHIO OPIOID SETTLEMENT FUND	152,810.48	55,698.42	0.00	208,508.90
2410	POLICE LAW ENFORCEMENT FUND	490,867.80	4,333,597.41	4,796,135.44	28,329.77
2420	DARE GRANT FUND	9,664.84	1,408.23	2,372.00	8,701.07
2430	ENFORCEMENT AND EDUCATION FUND	7,007.72	1,025.00	0.00	8,032.72
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	88,361.18	73,117.44	0.00	161,478.62
2510	COURT TECHNOLOGY IMPROVEMENT	5,344.43	10,227.16	10,425.60	5,145.99
2621	MONROE CROSSINGS (C1)	2,311.21	1,163.93	785.68	2,689.46
2622	PARK 63/SUMMIT (C2)	312,868.07	115,987.59	100,831.25	328,024.41
2623	MONROE COMMERCE CENTER (C3)	1,833,468.89	892,327.91	625,903.06	2,099,893.74
2626	MIAMI VALLEY INDUSTRIAL (C6)	243,429.13	76,084.84	51,360.76	268,153.21
2627	YANKEE ROAD (C7)	25,058.43	0.00	0.00	25,058.43
2628	BERNS/DOUGLAS (C8)	30,172.40	11,274.88	7,795.73	33,651.55
2629	FRICK GREENTREE (C9)	392.01	0.00	0.00	392.01
2630	OSBOURNE (C10)	199.45	110.38	76.82	233.01
2631	SATELLITE FARMS (C11)	159,126.42	129,375.99	90,039.62	198,462.79
2632	CORRIDOR 75/MILLEN (C12)	4,862.84	15,136.06	10,217.14	9,781.76
2633	CORRIDOR 75 #1 (C13)	881,859.98	1,168,240.66	1,176,947.41	873,153.23
2634	CORRIDOR 75 #2 (C14)	3,265.21	59,087.72	58,070.60	4,282.33
2721	ARBOR ACRES (R1)	99,907.02	190,280.83	153,438.05	136,749.80
2722	HERITAGE GREEN (R2)	267,007.78	204,057.62	151,334.65	319,730.75
2723	WYANDOT WOODS (R3)	1,146,141.76	603,295.42	490,167.53	1,259,269.65
2724	GILMAR MEADOWS (R4)	112,814.48	87,375.80	66,769.25	133,421.03
2725	MT PLEASANT (R5)	34,759.19	56,627.68	41,602.38	49,784.49
2726	BRITTONY WOODS (R6)	650,229.35	420,138.80	322,661.74	747,706.41
2727	TODD'S GLEN RESERVE (R7)	75,639.50	99,980.93	73,452.50	102,167.93
2728	MAJESTIC OAKS (R8)	2,210.69	2,657.42	1,958.78	2,909.33
2729	TRIMBLE FARM (R9)	77,121.22	68,311.71	50,310.88	95,122.05
2731	HANKINS ROAD (R11)	5.66	10.96	8.05	8.57
2732	MONROE CROSSINGS #1 (R12)	887,398.47	874,824.67	643,039.93	1,119,183.21
2733	MONROE CROSSINGS #2 (R13)	635,508.14	343,459.17	279,131.03	699,836.28
2734	MONROE CROSSINGS #3 (R14)	692,686.56	299,007.78	215,716.59	775,977.75

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
2735	RESERVES OF MONROE XINGS (R15)	322,911.52	115,968.50	85,198.01	353,682.01
3101	INCOME TAX - CAPITAL PROJECTS	1,483,097.26	1,049,366.18	1,354,007.36	1,178,456.08
3110	PARK IMPROVEMENT FUND	326,700.62	55,493.77	68,333.71	313,860.68
3120	CAPITAL IMPROVEMENT FUND	2,233,677.05	271,973.74	1,431,453.10	1,074,197.69
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	119,200.29	0.00	54,328.50	64,871.79
4210	WATER BOND RETIREMENT FUND	50,468.69	2,250.00	52,675.69	43.00
4310	S.A. BOND RETIREMENT FUND	614.68	679,233.65	679,233.65	614.68
4410	INCOME TAX BOND RETIREMENT FUN	164,881.68	12,350.00	177,231.25	0.43
4610	CORRIDOR 75 PARK LTD TIF FUND	126,651.27	0.00	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	2,466.28	91.07	0.00	2,557.35
6110	WATER FUND	1,485,920.71	2,670,812.97	1,679,819.60	2,476,914.08
6115	WATER GUARANTEE DEPOSIT	50,700.00	-900.00	0.00	49,800.00
6120	WATER CAPITAL IMPROVEMENTS	446,610.07	665,826.84	547,720.44	564,716.47
6125	WATER METER& READ SYSTEM REPL	741,183.93	182,613.21	105,769.17	818,027.97
6210	SEWER FUND	7,511.26	894,127.21	904,684.90	-3,046.43
6310	STORM WATER FUND	717,337.72	581,731.96	185,139.69	1,113,929.99
6315	STORMWATER DEPOSIT FUND	68,400.00	0.00	0.00	68,400.00
6410	GARBAGE FUND	395,427.95	895,090.27	794,896.31	495,621.91
6510	CEMETERY FUND	33,507.94	67,222.04	72,288.93	28,441.05
6610	STREET LIGHTING UTILITY	5,444.54	111,521.05	101,875.52	15,090.07
7100	CEMETERY MAINTENANCE TRUST	74,016.13	6,185.64	27,500.00	52,701.77
7110	MOUND CEMETERY TRUST FUND	77,714.54	2,706.08	27,424.80	52,995.82
7120	LONG STREET TRUST FUND	9,731.42	433.41	0.00	10,164.83
7310	FIRE HISTORIC PRESERVATION FUN	1,470.54	0.00	0.00	1,470.54
7320	FIRE LOSS SECURITY FUND	45,371.33	0.00	24,000.00	21,371.33
7410	DRUG LAW ENFORCEMENT TRUST	14,648.27	3,210.28	7,140.00	10,718.55
		29,039,965.05	**41,025,893.29**	**40,631,552.64**	**29,434,305.70**

YTD BUDGET REPORT - REVENUE AUGUST 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	**1110 GENERAL FUND**	18,905,136	18,905,136	13,681,840.37	5,223,246
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,373,300	3,373,300	2,448,521.11	924,779
2210	**2210 STREET FUND**	2,190,200	2,190,200	1,071,934.59	1,118,265
2310	**2310 FIRE - 1989 LEVY FUND**	6,506,010	6,506,010	5,281,989.43	1,224,021
2370	**2370 ONEOHIO OPIOID SETTLEMENT FUND**	36,780	36,780	55,698.42	-18,918
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,164,625	5,164,625	4,333,597.41	831,028
2600	**2600 TIF FUNDS**	3,787,875	3,787,875	2,468,790	1,319,085
2700	**2700 RID FUNDS**	6,160,975	6,160,975	3,365,997	2,794,978
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	1,451,377	1,451,377	1,049,366.18	402,011
6110	**6110 WATER FUND**	3,779,412	3,779,412	2,670,812.97	1,108,599
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	412,000	562,000	665,826.84	-103,827
6210	**6210 SEWER FUND**	1,328,800	1,328,800	894,127.21	434,673
6310	**6310 STORM WATER FUND**	692,450	692,450	581,731.96	110,718
6410	**6410 GARBAGE FUND**	1,271,100	1,271,100	895,090.27	376,010
	TOTALS	**55,060,040**	**55,210,040**	**39,465,324**	**15,744,666**

YTD BUDGET REPORT - EXPENSE AUGUST 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	**1110 GENERAL FUND**	20,702,702	20,915,702	14,597,655.43	1,040,180.86	5,277,866
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,400,000	3,400,000	0.00	0.00	3,400,000
2210	**2210 STREET FUND**	3,232,716	3,232,716	1,689,524.88	160,634.75	1,382,556
2310	**2310 FIRE - 1989 LEVY FUND**	6,502,245	6,573,565	5,292,519.05	134,343.73	1,146,702
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,300,826	5,319,826	4,517,190.83	143,754.32	658,881
2600	**2600 TIF FUNDS**	3,353,180	3,353,180	2,122,028	0	1,231,152
2700	**2700 RID FUNDS**	6,097,771	6,097,771	2,574,789	0	3,522,982
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	2,906,628	3,089,386	1,029,500.08	596,761.41	1,463,125
6110	**6110 WATER FUND**	4,193,036	4,193,036	1,656,072.00	71,817.27	2,465,147
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	896,246	1,042,684	180,429.85	332,454.15	529,800
6210	**6210 SEWER FUND**	1,429,565	1,429,565	909,045.29	0.00	520,520
6310	**6310 STORM WATER FUND**	732,350	1,074,038	166,101.66	507,688.26	400,248
6410	**6410 GARBAGE FUND**	1,249,143	1,249,143	800,301.81	0.00	448,841
	TOTALS	**59,996,408**	**60,970,612**	**35,535,158**	**2,987,635**	**22,447,819**

Checks over $15,000 August 2025		
NAME	**INVOICE NET**	**INVOICE DESCRIPTION**
B&N-KZF JOINT VENTURE LLC	28,350.00	CRITERIA ARCHITECT-NEW PW BLDG & FD STATION 62
BARRETT PAVING MATERIALS INC	176,967.47	2025 PAVEMENT RESURFACING AND STRIPING PROGRAM
BUTLER COUNTY WATER & SEWER DEPT	131,587.81	ACCT# 3048687-2055515
BUTLER COUNTY WATER & SEWER DEPT	121,171.82	JULY 2025 WASTE WATER
BURGESS & NIPLE, INC.	15,807.08	2025 WATER MAIN REPLACEMENT PROJECTS
CDW GOVERNMENT, INC	19,868.85	COMPUTERS FOR DISPATCH
FISHBECK, THOMPSON, CARR & HUBER, INC.	31,613.79	2025 WATER MAIN REPLACEMENT PROJECTS
FISHBECK, THOMPSON, CARR & HUBER, INC.	15,441.20	2025 WATER MAIN REPLACEMENT PROJECTS
FISHBECK, THOMPSON, CARR & HUBER, INC.	29,718.50	BICENTENNIAL COMMONS MULTI-USE LOOP TRAIL
FLOCK SAFETY	69,000.00	ANNUAL FEES FOR FLOCK CAMERAS
FROST BROWN TODD LLC	23,757.50	Law Director Services
NATIONAL INSPECTION CORPORATION	44,292.91	BUILDING SERVICES FOR 2025, 01/14/2025
ROOFCONNECT LOGISTICS, INC.	57,065.93	POLICE STATION/STRIP CENTER ROOF REPAIR
RUMPKE OF OHIO, INC	89,972.16	CID # 6300108176; 233 S MAIN ST
SCODELLER CONSTRUCTION INC	66,803.58	2025 ASPHALT PAVEMENT CRACK SEAL PROJECT
UES PROFESSIONAL SOLUTIONS 25, LLC	18,350.00	PUBLIC WORKS FACILITY - GEOTECHNICAL RECOMMEND
WEX INC	23,836.49	FUEL FOR JULY 2025

CITY OF MONROE OHIO

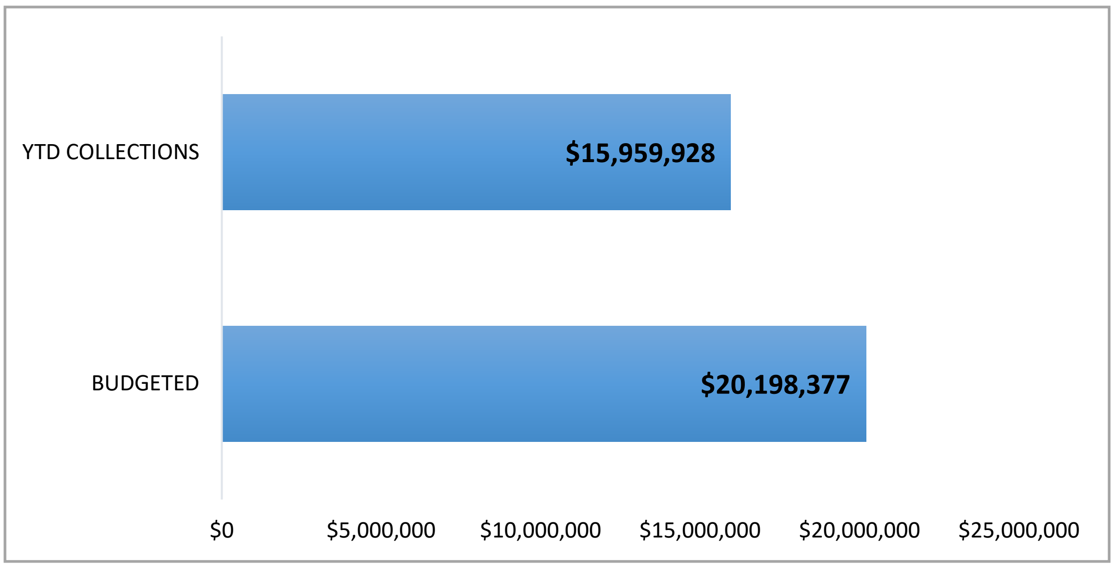
FINANCIAL REPORTS

FOR THE PERIOD ENDING

September 30, 2025

MUNICIPAL INCOME TAX
MONTHLY REPORT SEPTEMBER 2025

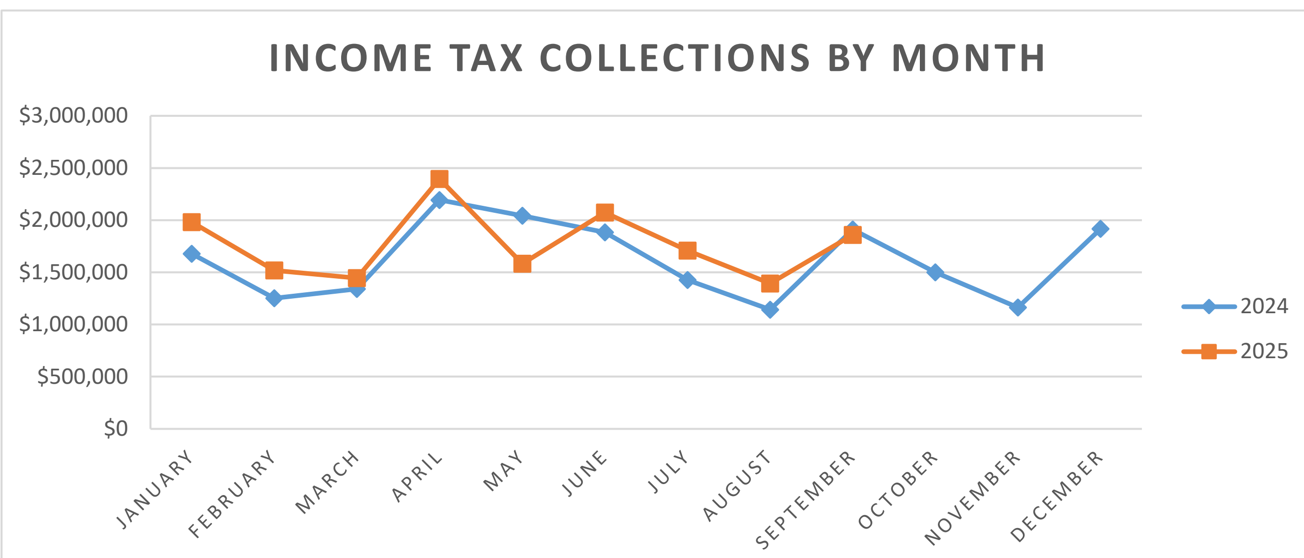
As of the end of September, we have collected (YTD) $15,959,928 in income tax dollars. This equals to approximately 79% of the budget estimate.



Collected 79%

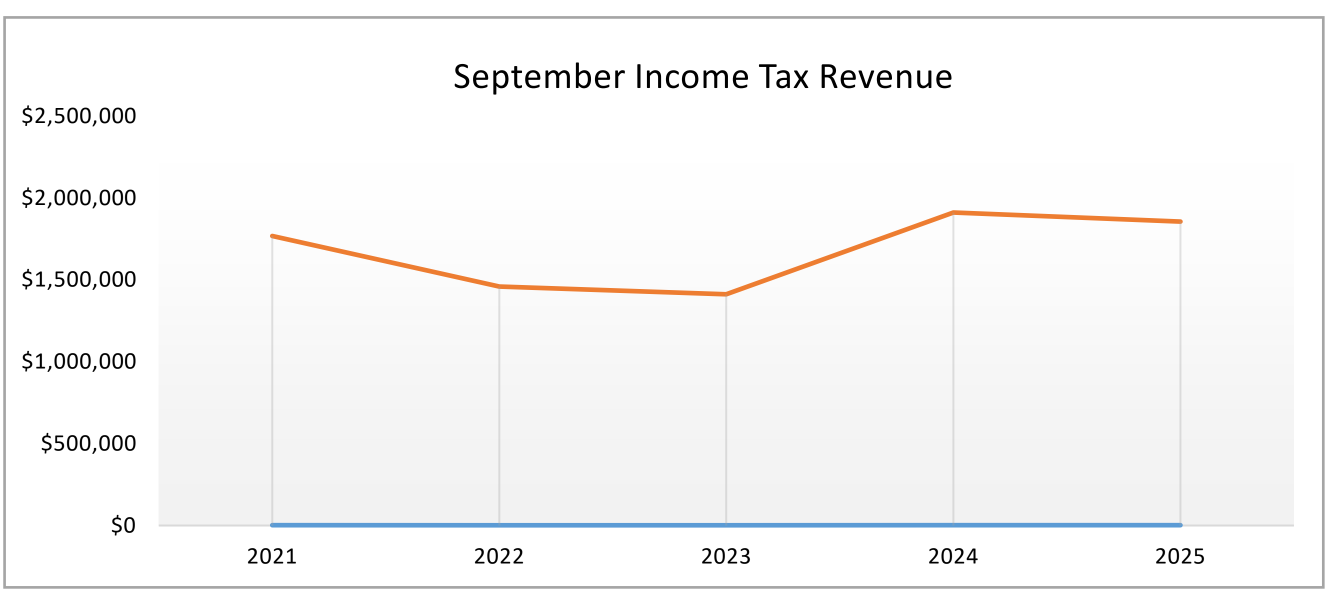
Target % Collected 8/12 = 66.67%

September income tax collections were 7**% lower** in 2025 than at the same time last year. Overall, the City has collected a **difference of $1,083,169** in 2025 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

Over the last five years, income tax revenue in September has steadily fluctuated.



City of Monroe
Statement of Cash Position
As of 9/2025

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	8,541,990.08	15,541,516.24	16,072,717.88	8,010,788.44
2101	INCOME TAX - PUBLIC SAFETY	148,418.34	2,771,317.40	0.00	2,919,735.74
2210	STREET FUND	1,843,604.71	1,244,337.84	2,179,035.77	908,906.78
2220	STATE HIGHWAY FUND	259,759.02	88,150.37	15,493.71	332,415.68
2230	MOTOR VEHICLE LICENSE TAX FUND	35,592.22	0.00	102.00	35,490.22
2310	FIRE - 1989 LEVY FUND	232,152.01	6,028,060.14	6,012,246.40	247,965.75
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	656.75	2,500.00	538.85	2,617.90
2370	ONEOHIO OPIOID SETTLEMENT FUND	152,810.48	55,698.42	0.00	208,508.90
2410	POLICE LAW ENFORCEMENT FUND	490,867.80	4,849,916.97	5,238,185.91	102,598.86
2420	DARE GRANT FUND	9,664.84	1,408.23	2,372.00	8,701.07
2430	ENFORCEMENT AND EDUCATION FUND	7,007.72	1,135.00	0.00	8,142.72
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	88,361.18	73,117.44	0.00	161,478.62
2510	COURT TECHNOLOGY IMPROVEMENT	5,344.43	12,269.16	10,808.28	6,805.31
2621	MONROE CROSSINGS (C1)	2,311.21	2,327.86	1,568.49	3,070.58
2622	PARK 63/SUMMIT (C2)	312,868.07	197,635.98	155,744.28	354,759.77
2623	MONROE COMMERCE CENTER (C3)	1,833,468.89	1,708,066.37	1,174,532.02	2,367,003.24
2626	MIAMI VALLEY INDUSTRIAL (C6)	243,429.13	176,397.19	118,826.33	300,999.99
2627	YANKEE ROAD (C7)	25,058.43	29,368.06	19,751.64	34,674.85
2628	BERNS/DOUGLAS (C8)	30,172.40	20,381.04	14,089.83	36,463.61
2629	FRICK GREENTREE (C9)	392.01	0.00	0.00	392.01
2630	OSBOURNE (C10)	199.45	220.76	153.65	266.56
2631	SATELLITE FARMS (C11)	159,126.42	235,730.40	164,064.18	230,792.64
2632	CORRIDOR 75/MILLEN (C12)	4,862.84	15,136.06	10,217.14	9,781.76
2633	CORRIDOR 75 #1 (C13)	881,859.98	2,330,305.86	2,339,012.61	873,153.23
2634	CORRIDOR 75 #2 (C14)	3,265.21	114,865.80	113,848.68	4,282.33
2721	ARBOR ACRES (R1)	99,907.02	361,857.35	279,144.03	182,620.34
2722	HERITAGE GREEN (R2)	267,007.78	378,947.37	279,469.43	366,485.72
2723	WYANDOT WOODS (R3)	1,146,141.76	1,204,447.37	930,603.07	1,419,986.06
2724	GILMAR MEADOWS (R4)	112,814.48	174,570.67	130,652.80	156,732.35
2725	MT PLEASANT (R5)	34,759.19	113,255.36	83,090.80	64,923.75
2726	BRITTONY WOODS (R6)	650,229.35	817,814.96	614,065.98	853,978.33
2727	TODD'S GLEN RESERVE (R7)	75,639.50	195,043.30	143,100.19	127,582.61
2728	MAJESTIC OAKS (R8)	2,210.69	4,543.28	3,340.46	3,413.51
2729	TRIMBLE FARM (R9)	77,121.22	114,814.27	84,381.10	107,554.39
2731	HANKINS ROAD (R11)	5.66	21.92	16.08	11.50
2732	MONROE CROSSINGS #1 (R12)	887,398.47	1,734,876.69	1,273,159.28	1,349,115.88
2733	MONROE CROSSINGS #2 (R13)	635,508.14	659,414.00	511,790.59	783,131.55
2734	MONROE CROSSINGS #3 (R14)	692,686.56	570,410.51	413,434.74	849,662.33

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
2735	RESERVES OF MONROE XINGS (R15)	322,911.52	231,937.00	170,162.63	384,685.89
3101	INCOME TAX - CAPITAL PROJECTS	1,483,097.26	1,187,707.45	1,426,716.84	1,244,087.87
3110	PARK IMPROVEMENT FUND	326,700.62	110,403.97	72,640.10	364,464.49
3120	CAPITAL IMPROVEMENT FUND	2,233,677.05	283,027.86	1,566,493.00	950,211.91
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	119,200.29	0.00	54,328.50	64,871.79
4210	WATER BOND RETIREMENT FUND	50,468.69	2,250.00	52,675.69	43.00
4310	S.A. BOND RETIREMENT FUND	614.68	1,336,960.39	1,336,960.40	614.67
4410	INCOME TAX BOND RETIREMENT FUN	164,881.68	12,350.00	177,231.25	0.43
4610	CORRIDOR 75 PARK LTD TIF FUND	126,651.27	0.00	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	2,466.28	96.70	0.00	2,562.98
6110	WATER FUND	1,485,920.71	3,040,658.47	1,883,000.68	2,643,578.50
6115	WATER GUARANTEE DEPOSIT	50,700.00	-5,500.00	0.00	45,200.00
6120	WATER CAPITAL IMPROVEMENTS	446,610.07	668,711.91	686,935.01	428,386.97
6125	WATER METER& READ SYSTEM REPL	741,183.93	204,760.22	106,639.27	839,304.88
6210	SEWER FUND	7,511.26	1,003,910.06	1,006,615.56	4,805.76
6310	STORM WATER FUND	717,337.72	652,514.31	204,018.43	1,165,833.60
6315	STORMWATER DEPOSIT FUND	68,400.00	0.00	0.00	68,400.00
6410	GARBAGE FUND	395,427.95	1,002,398.63	889,925.58	507,901.00
6510	CEMETERY FUND	33,507.94	77,906.84	77,988.93	33,425.85
6610	STREET LIGHTING UTILITY	5,444.54	125,005.62	114,049.73	16,400.43
7100	CEMETERY MAINTENANCE TRUST	74,016.13	7,147.06	27,500.00	53,663.19
7110	MOUND CEMETERY TRUST FUND	77,714.54	3,065.41	27,424.80	53,355.15
7120	LONG STREET TRUST FUND	9,731.42	502.33	0.00	10,233.75
7310	FIRE HISTORIC PRESERVATION FUN	1,470.54	0.00	0.00	1,470.54
7320	FIRE LOSS SECURITY FUND	45,371.33	0.00	24,000.00	21,371.33
7410	DRUG LAW ENFORCEMENT TRUST	14,648.27	3,360.28	7,140.00	10,868.55
		29,039,965.05	**51,779,054.15**	**48,302,004.60**	**32,517,014.60**

YTD BUDGET REPORT - REVENUE SEPTEMBER 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	**1110 GENERAL FUND**	18,905,136	18,905,136	15,541,516.24	3,363,570
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,373,300	3,373,300	2,771,317.40	601,983
2210	**2210 STREET FUND**	2,190,200	2,190,200	1,244,337.84	945,862
2310	**2310 FIRE - 1989 LEVY FUND**	6,506,010	6,506,010	6,028,060.14	477,950
2370	**2370 ONEOHIO OPIOID SETTLEMENT FUND**	36,780	36,780	55,698.42	-18,918
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,164,625	5,164,625	4,849,916.97	314,708
2600	**2600 TIF FUNDS**	3,787,875	3,787,875	4,830,435	-1,042,560
2700	**2700 RID FUNDS**	6,160,975	6,160,975	6,561,954	-400,979
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	1,451,377	1,451,377	1,187,707.45	263,670
6110	**6110 WATER FUND**	3,779,412	3,779,412	3,040,658.47	738,754
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	412,000	562,000	668,711.91	-106,712
6210	**6210 SEWER FUND**	1,328,800	1,328,800	1,003,910.06	324,890
6310	**6310 STORM WATER FUND**	692,450	692,450	652,514.31	39,936
6410	**6410 GARBAGE FUND**	1,271,100	1,271,100	1,002,398.63	268,701
	TOTALS	**55,060,040**	**55,210,040**	**49,439,137**	**5,770,853**

YTD BUDGET REPORT - EXPENSE SEPTEMBER 2025

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	**1110 GENERAL FUND**	20,702,702	20,915,702	15,390,851.59	856,561.95	4,668,288
2101	**2101 INCOME TAX - PUBLIC SAFETY FUND**	3,400,000	3,400,000	0.00	0.00	3,400,000
2210	**2210 STREET FUND**	3,232,716	3,232,716	1,864,950.33	139,340.33	1,228,425
2310	**2310 FIRE - 1989 LEVY FUND**	6,502,245	6,573,565	5,850,727.62	91,204.15	631,633
2410	**2410 POLICE LAW ENFORCEMENT FUND**	5,300,826	5,319,826	4,986,544.21	144,907.16	188,375
2600	**2600 TIF FUNDS**	3,353,180	3,353,180	4,111,809	0	-758,629
2700	**2700 RID FUNDS**	6,097,771	6,097,771	4,916,411	0	1,181,360
3101	**3101 INCOME TAX - CAPITAL PROJECT FUND**	2,906,628	3,089,386	1,102,209.56	959,801.93	1,027,375
6110	**6110 WATER FUND**	4,193,036	4,193,036	1,868,414.51	59,975.59	2,264,646
6120	**6120 WATER CAPITAL IMPROVEMENT FUND**	896,246	1,042,684	217,113.37	295,770.63	529,800
6210	**6210 SEWER FUND**	1,429,565	1,429,565	1,011,558.72	0.00	418,006
6310	**6310 STORM WATER FUND**	732,350	1,074,038	181,060.70	504,709.28	388,268
6410	**6410 GARBAGE FUND**	1,249,143	1,249,143	896,247.37	0.00	352,896
	TOTALS	**59,996,408**	**60,970,612**	**42,397,898**	**3,052,271**	**15,520,443**

Checks over $15,000 September 2025		
NAME	**INVOICE NET**	**INVOICE DESCRIPTION**
ARGENT INSTITUTIONAL TRUST COMPANY	106,824.10	2ND HALF SETTLEMENT - 17 AC EAST
ARGENT INSTITUTIONAL TRUST COMPANY	946,075.57	2ND HALF SETTLEMENT - VHMON
ARGENT INSTITUTIONAL TRUST COMPANY	292,101.58	2ND HALF SETTLEMENT - MALL
JILL CLARISSA ASTON	15,000.00	MEDICAL DIRECTOR ANNUAL CONTRACT
ATLANTIC EMERGENCY SOLUTIONS, INC	16,551.56	VEHICLE MAINTENANCE
BUTLER COUNTY WATER & SEWER DEPT	98,774.92	AUGUST 2025 WASTE WATER
BUTLER COUNTY WATER & SEWER DEPT	127,570.13	ACCT # 3048687-2055515
BURGESS & NIPLE, INC.	16,870.96	2025 WATER MAIN REPLACEMENT PROJECTS
CIVICPLUS, LLC	26,969.92	WEBSITE HOSTING, SUPPORT, AUDIOEYE, FORMS
ENTERPRISE FM TRUST	15,601.43	CITY WIDE FLEET LEASE - POLICE
FISHBECK, THOMPSON, CARR & HUBER, INC.	18,128.15	STONYBROOK CULVERT CONSTRUCTION MGMT
HENDERSON PRODUCTS, INC.	114,477.30	SALT BRINE MAKER
MAJORS ENTERPRISE INC	102,531.05	S MAIN ST WATER MAIN REPLACEMENT 2024
MONROE LOCAL SCHOOL DISTRICT	3,614,616.34	2ND HALF 2025 SCHOOL REIMBURESMENT
NATIONAL INSPECTION CORPORATION	120,710.38	BUILDING SERVICES FOR 2025, 01/14/2025
PUBLIC ENTITIES POOL OF OHIO	42,734.00	PROPERTY & LIABLILITY COVERAGE 2023.
PHOENIX SAFETY OUTFITTERS, LLC	21,825.00	PPE - GEAR REPLACEMENT PROGRAM
ROOFCONNECT LOGISTICS, INC.	72,709.48	POLICE STATION/STRIP CENTER ROOF REPAIR
RUMPKE OF OHIO, INC	89,972.16	CID 6300108176 FOR SEPT
WEX INC	24,157.75	FUEL FOR AUGUST 2025

Date: 11/04/2025

City of Monroe

City of Monroe Fire Station 62 Heater HVAC (Middletown, OH)
6262 Hamilton Middletown Road
Middletown, OH 45044

Bid #: BID-69294

Lauren Brooks
lauren.brooks@airconnectusa.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

AirConnect
NATIONAL HVAC SERVICES

SCOPE OF WORK

Base Bid:

- Estimated Start: TBD
- Project Duration: TBD

Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identify areas associated with ground related installation activities.

System Application: (2) Detroit Radiant DX3I single-stage heaters (3 week lead time)

Scope of work:

-Demo (2) Existing Tube Heaters.

-Replace with (2) Detroit Radiant DX3I single-stage heaters with internal 24v control circuits.

-Mount tube heaters securely at the specified locations.

-Replace the single-wall piping on both ends of the heater and connect back into existing b-vent.

-Connect gas lines using approved fittings, regulators, and shutoff valves.

-Connect electrical power supply.

-Install programmable thermostats

-Test gas pressure and electrical connections before energizing the equipment.

-Start up heaters and verify proper ignition, flame characteristics and temperature control.

-Clean up work area and dispose of replaced equipment.

***No painting of piping.**

Warranty: Manufacturer Warranty. One Year Labor Warranty.

BASE BID TOTAL: **$16,700.00** **Accepted:** ☐

*Permits included. Tax exempt. See all terms, conditions, & exclusions.

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NATIONAL HVAC SERVICES

Alternate Proposals

The following alternate proposals modify the Base Proposal as indicated as below:

Alternate Option #1: (2) Detroit Radiant DX3I single-stage heaters (3 week lead time)

Scope of Work:

-Demo (2) Existing Tube Heaters.

-Replace with (2) Detroit Radiant DX3l single-stage heaters with internal 24v control circuits.

-Mount tube heaters securely at the specified locations.

-Connect gas lines using approved fittings, regulators, and shutoff valves.

-Replace all intake and flue piping for both heaters.

-Connect electrical power supply.

-Install programmable thermostats.

-Test gas pressure and electrical connections before energizing the equipment.

-Start up heaters and verify proper ignition, flame characteristics and temperature control.

-Cleanup work area and dispose of replaced equipment.

***We can provide roofing contractor for roof penetration if client approves. (Not included in scope or price).**

Warranty: Manufacturer Warranty. One Year Labor Warranty.

Alternate Bid: **$20,800.00** **Accepted:** ☐

* Permits included. Tax exempt. See all terms, conditions, & exclusions.

Schedule of Reimbursement – To Be Determined.

Notes:

- The old unit will be taken to salvage. All receipts and proof needed will be provided if required.
- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

- AirConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. AirConnect is not responsible for Interpretation of Local Building Code.
- This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.
- All building works.
- Work outside the hours of 7:30 a.m. and 4.30 p.m. Monday to Friday.
- Anything not listed in the above scope of work.
- Piping, Gas Piping, Plumbing or any piping not noted on this proposal.
- Any and all electrical or conduit related work not noted on this proposal.
- Any and all cutting, patching or painting not noted on this proposal.
- Any and all filtering of units for use while under construction not noted on this proposal.
- Any and all engineering or related documentation not noted on this proposal.
- Any and all overtime, prevailing wage, or premium pay not noted on this proposal.
- Temporary Heating and Cooling unless noted on this proposal.
- Owner to provide a roofing contractor at their expense.
- No Painting of Piping
- Bas, Controls, Commissioning
- Structural supports.

ACCEPTANCE

As authorized representative of **City of Monroe**, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid	$16,700.00	☐
Alternate Bid	$20,800.00	☐

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and AirConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and AirConnect are expressly rejected by AirConnect and shall not be binding upon AirConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

ACCEPTED BY:

Name: ______________________________

Signature: ______________________________

Date: ______________________________

Approved Contract Amount: $ ______________________________

Purchase Order Number: ______________________________

AirConnect
NATIONAL HVAC SERVICES

CONDITIONS, RATES AND TERMS

CONDITIONS:

The planned maintenance work necessary for proper operation of the mechanical system will be the responsibility of The Contractor and will be billed at the agreement rate. All work is to be performed during normal business hours, which are 8:00 AM to 5:00 PM, Monday through Friday except holidays. AirConnects and its contractors will make recommendations, as deemed necessary, to improve the system performance. Such recommendations will include estimates when requested.

REPAIR LABOR RATE:

- *AirConnects Labor rates differ per state and are subject to change at any time without notice.*
- *Labor rates for repairs outside normal business hours and on holidays are 1 ½ times the agreed upon rate.*

TERMS:

- *Maintenance agreements shall become effective immediately upon signature by Customer and Contractor and automatically renews on the anniversary date and is subject to an annual price increase. Either party may terminate this agreement upon thirty days (30) written notice.*
- *AirConnect offers a variety of payment terms that are available to our customers after approval.*
- *Quoted prices are valid for thirty days unless otherwise specified.*

AirConnect NATIONAL HVAC SERVICES

GENERAL CONDITIONS

Customer agrees not to assign or transfer this agreement without written approval of AirConnect; to do so may result in the cancellation of the agreement by AirConnect and a charge to the customer for work performed to date.

Where equipment is located above ceiling space, AirConnect shall not be liable for any damages caused from water, including, but not limited to, damage caused by stopped up drain lines and overflowed drain pans.

The services to be performed under this agreement are not a guarantee against obsolescence. Normal wear and inspections shall not be construed as an approval or guarantee of the condition of the equipment.

Labor rates for repairs may change without notice due to increasing cost of operations. Discounts for repairs do not apply to replacement equipment prices.

AirConnect shall be excused for any delay in completion of the agreement and shall not be liable for the loss of or damage to air conditioning equipment caused by natural disasters, acts of the owner or the owner's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, transportation conditions, materials shortages, or damages attributable to additions, alterations, adjustments, repairs made by others, or other contingencies unforeseen by AirConnect and beyond the reasonable control of AirConnect.

Should the Customer, or his representative, direct any modification or addition to the work covered by this agreement, the costs shall be adjusted accordingly

Ductwork, air balancing, variable air volume boxes, electrical power wiring outside equipment cabinets, plumbing, or any work required because of negligence, misuse of equipment, vandalism, sabotage, fire, flood or acts of natural causes, shortage of high voltage electrical supply, will not be included in the agreement. If the equipment covered is altered, modified, changed or moved, or quantity of systems increase, the price of this agreement may be increased accordingly or terminated.

AirConnect requires payment within thirty (30) days of date of invoice unless otherwise agreed upon. AirConnect shall have the right to stop work if any payment shall not be made to AirConnect under this agreement, within the forty-five (45) days unless otherwise agreed upon.

If the Customer should default in any of his obligations under this agreement, AirConnect shall have the right to recover, as damages, at AirConnects option, either the reasonable value of work performed by AirConnect and its contractors or the balance of the agreement price plus any other damages sustained as a result of the Customer's default. It is agreed that title to and ownership of all equipment and materials installed by AirConnect remain the property of AirConnect until payment in full. In the event of default hereunder, AirConnect shall have the right without notice to enter the premises at any time of the contracting party wherein any materials or equipment of AirConnect and its contractors is located and to take possession and remove the same without recourse to any legal proceedings for the purpose, or without any liability whatsoever arising there from.

If either party becomes involved in litigation arising out of this agreement or the performance hereof, the court or arbitration panel shall award reasonable costs and expenses, including attorney's fees, to the party entitled thereto. In awarding attorney's fees, the court or arbitration panel will not be bound by any court fee scheduled, but shall, if it is in the interest of justice to do so, award full amount of costs, expenses and attorney's fees paid or incurred in good faith.

In the event of any dispute of the parties hereto, whether involving a claim in tort, agreement or otherwise, the same shall be submitted to arbitration. Within a reasonable period of time after receipt of notice of demand for arbitration, the parties to the dispute shall each appoint a party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. Arbitration shall be compulsory and binding and except as provided herein governed by the provisions of the Arkansas Code of Civil Procedure pertaining to arbitration. Either party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings, and neither party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien.

No action of any character arising from or related to this agreement, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this agreement.

This agreement becomes effective upon signing by the Customer and Contractor and automatically renews on the anniversary and is subject to an annual price increase. Either Customer or Contractor may cancel this agreement by thirty (30) day written notice. If the agreement is canceled in written format before the thirty (30) days prior to the anniversary date, customer agrees to pay for all services and materials rendered to date of cancellation at normal rates.

Unless specifically stated otherwise, all terms and conditions set forth in these General Conditions shall be incorporated by reference in any purchase order or agreement written by the customer and is based in whole or in part as a result of this document and accepted by AirConnect or its authorized agent.