



**Monroe Council Agenda
Regular Meeting of Council
December 9, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of November 25, 2025

Visitors

Committee Reports

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

Old Business

Emergency 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, and declaring an emergency.

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 filing deadlines.

Emergency 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), and declaring an emergency.

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.

New Business

Public Hearing: Ordinance No. 2025-45. An Ordinance rezoning real property containing approximately 84.6 acres, more or less, located at North Main Street from U-R Urban Residential and G-C General Commercial to G-R General Residential and U-R Urban Residential and authorizing the City Manager to enter into a Planned Unit Development Agreement by and between the City of Monroe and Bridge Development Group.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: The applicant proposes the PUD in order to request flexibility with the zoning code for requirements such as minimum setbacks and building type adjustments.

The purpose of the PUD is to offer a certain amount of flexibility within the code in order to encourage innovative design and to avoid monotony sometimes associated with larger developments. The proposed PUD and associated Master Development Plan (MDP) are for a 600-unit residential development consisting of single-unit detached homes, attached single-unit homes, and multi-unit homes.





Zoning Code Amendment. City of Monroe Planning and Zoning Code Section 1207.23 (C)(1): 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, except where requested through the PUD process.

Changing Conditions. The proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact since the time that the original map designations were established. Conditions have not changed since the adoption of the current zoning map in spring 2024.

Impact Mitigation. The proposal helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, and vegetation, or will be neutral with respect to these issues

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, when development occurs, water quality, stormwater management, site mobility, and other relevant environmental and operational factors, will be enforced, enhanced, and brought up to City standards for all acreage of the development.

In addition, and as required by code, the applicant has submitted a landscape plan to include buffer yards along all sides of the development that abut commercial, agricultural, and industrial land uses.

Community Need. Whether the proposed amendment addresses a demonstrated community need. The proposed project aims to add diversity to Monroe's housing stock as identified in Land Use Recommendations #7, #12; Housing Recommendations #4, #6, #7, #12, #13, #14 of the Comprehensive Plan (pgs. 140, 145, 151, 153, 154, 159-161) and the 2018 Housing Study (pgs. 69, 73, and 78).

Strategic Objectives. The proposal advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated City objectives. The proposed amendment aligns with the City Council's strategic objectives in that it includes a significant internal trail network, contributing to the Parks and Connectivity objective of City Council.

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.

Planned Unit Development. City of Monroe Planning and Zoning Code Section 1207.23 (C)(2): Planned



Unit Development expresses the review criteria for a PUD. That criterion includes:

1. Compliance with the common review criteria detailed in table 1207.07-1 of the code
2. Balanced Community
3. Arrangement of Land Uses
4. Amenity Offset
5. Comprehensive Transportation System
6. Cultural or Recreational Facilities
7. Relationship to Natural or Built Environment
8. Public Utilities, Facilities, and Services

Common Review Criteria. The request meets all applicable common review criteria as denoted in Table 1207.07-1, Common Review Criteria;

Balanced Community. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community.

The proposal offers multiple housing types that will add diversity to the city's housing stock and attract a variety of buyers.

Arrangement of Land Uses. An orderly and creative arrangement of all land uses with respect to each other and to the entire community.

The housing types are arranged in such a way that transitions well from the commercially zoned areas fronting Cincinnati Dayton Road and State Route 63, with a majority of the multi-unit housing shown closest to the undeveloped, commercially zoned parcels along State Route 63 and a majority of the single-unit detached homes tucked further back within the development.

Amenity Offset. Each proposed modification of any subdivision or zoning regulation is compensated for by a significant increase in other site amenities or design element(s) that exceed the minimum requirements established.

Through the PUD process, the applicant requests modifications to minimum code requirements including the following:

- Subdivision Waiver:
- Request to exceed the maximum block width of 800 FT.
- GR Residential:
- Townhouse Lot Width- 40 FT lot width to 26 FT lot width
- Townhouse Rear Yard Setback- 20 FT setback to 10 FT setback
- Townhouse Parking Placement- Current code dictates parking is in the rear only. Applicant requests front-loaded parking.
- UR Urban Residential:
- Multiplex housing type does not include front-load parking



- Multiplex housing does not permit more than one visible entrance from a public ROW (impacting 8 units)

Comprehensive Transportation System. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, that shall include facilities for roadways, trails, and pedestrian walkways;

The applicant has planned for a separate trail network within the development to contribute to the required formal open space requirement. The internal trail network will be a minimum width of 8 FT. As part of Planning Commission's recommendation, a section of path along the north side of Overbrook Drive from Cincinnati Dayton Road into the development will be widened to 11 FT in order for future connectivity to a larger city-wide trail network.

Cultural or Recreational Facilities. The provisions of cultural or recreational facilities for all segments of the community;

Code requires 5% formal open space for residential PUD's. In total, 4.2 AC is required in formal open space and may include programmed spaces such as playgrounds, seating areas, trails, pavilions, or clubhouses. As proposed, the development shows for 0.5 acres for a clubhouse at the center of the project area and 1.5 acres for a play area along the west side of the project area.

The proposed trail network contributes to the total acreage of proposed formal open space, for a total of 4.3 AC of formal open space.

Relationship to Natural and Built Environment. The location of general building envelopes to take maximum advantage of the natural and built environment; and

The development takes advantage of topography and existing streams with wet detention basins that are activated by trails.

Public Utilities, Facilities, and Services. The staging of development in a manner that can be accommodated by the timely provision of public utilities, facilities, and services.

The phasing plan submitted by the applicant shows two phases for construction and designates two access points with the first phase of development in order to meet City requirements.

The Planning Commission recommendation is contingent on the following conditions:

1. Formal open space be increased to no less than 5% of the gross project acreage (this has been addressed and will be shown on the preliminary plat as well as in the development agreement).
2. Sidewalk widths to meet minimum code standards (this has been addressed and is shown on the MDP).
3. The pedestrian connection on the north side of Overbrook Drive from Cincinnati Dayton Road to Lot 1 shall be an 11 FT shared use path constructed of either asphalt or concrete (this has been addressed and is shown on the MDP)
4. The internal path network shall be no less than 8 FT wide and be constructed of asphalt or concrete (this has been addressed and is referenced in the PUD agreement section 3(B)(4).



5. An alternate street tree location plan will be required for the entire project, including proposed private streets, at the time of Preliminary Plat submittal and is referenced in the PUD agreement section 3(G).
6. A stub connecting to the adjacent property to the north is required. Staff will work with the applicant on the specifics of that connection and associated right-of-way dedication needed as determined by the City Engineer. This will be addressed at the time of Preliminary Plat submittal and is referenced in the PUD agreement in section 3(A)(2).
7. The design and location of the northern North Main Street access point as shown on the MDP shall be submitted with the Preliminary Plat with approval by the City Engineer.
8. That a line-of-sight & Noise Attenuation Cross Section analysis be conducted. This is addressed in the PUD agreement section 3(G)(2).
9. That the minimum rear yard setback for Townhomes be 12 FT (this has been addressed and is referenced in the PUD agreement in section 3(D)(1)(i).
10. All other department reviews, including the pending Traffic Impact Study, be addressed as approved by staff.

On November 18, 2025, the Planning Commission held a public hearing and reviewed the applications. In a vote of 4-0 with one member of the Commission being excused, the Planning Commission recommended that City Council approve the proposed zoning map amendment and PUD overlay.

Public Hearing: Ordinance No. 2025-46. An Ordinance authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Mount Pleasant Ohio Living to modify Phases 4 and 7 of the development plan.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: The purpose of the PUD is to offer a certain amount of flexibility within the code in order to encourage innovative design and to avoid monotony sometimes associated with larger developments.

Planned Unit Development. City of Monroe Planning and Zoning Code Section 1202.07: Planned Unit Development expresses six review criteria for a PUD. That criterion includes:

1. Purpose. Ensure against any misuse; Generate the reuse or redevelopment of a site; Land use compatibility; and to allow for regulatory flexibility
2. Eligibility
3. Purposes not intended. PUD can't be used to circumvent the code
4. Permitted uses to be based on underlying code
5. Provide for areas of flexibility within the code, including lot sizes, density, and setbacks
6. To allow for regulatory flexibility with development standards



Purpose. The proposed continued development of Mt Pleasant Ohio Living is in accordance with the City's Comprehensive Plan as it contributes to connectivity efforts with its continued interior sidewalk and roadway connections planned to be completed with future developments. The development also provides a diverse mix of housing types including ranch style single-family homes, two story multi-unit apartments, and a larger scale care facility designed for a specific demographic of the community.

The proposed amendment does not aim to change the previously approved PUD layout. To safeguard the existing conditions of the undeveloped site, a proposed emergency access road will align with the future route of Seminary Drive. This approach is intended to minimize the overall impact of the development both now and in the future. The street being expanded as part of the proposed phase 4 will be designed to meet current city standards, including multi-modal pathways, vehicular movement, and on-street parking.

Eligibility. There is already a PUD in place. This application is an amendment to the existing PUD. Because the layout is not changing, open space that is already planned for will remain the same as part of this proposed amendment.

Purposes Not Intended. The application is to amend the existing PUD.

Permitted Uses. The application also does not seek to change or add any additional permitted uses or alter the underlying base code of NR – Neighborhood Conservation PUD.

Areas of Flexibility. The applicant also does not intend to alter any lot sizes, density requirements, setbacks, or bufferyards that have already been approved as part of the current PUD.

Development Standards. Because the layout is not changing, open spaces that are already planned will remain the same as part of this proposed amendment. The amendment supports the goal of internal connectivity with the further expansion of Seminary Drive, bringing it closer to its planned connection.

Master Development Plan.

City of Monroe Planning and Zoning Code Section 1207.16: Master Development Plan expresses four review criteria for a PUD. That criterion includes:

1. Site Layout
2. Quality Design
3. Phasing
4. Singel Site Design

Site Layout: The amendment does not change the site layout.

Quality Design. The amendment does not change or alter the design of the existing PUD.

Phasing. The amendment to the phasing plan for this development involves modifying Phase 4. Instead of including the (2) 20-unit buildings, Phase 4 will now consist of the two homes along Seminary Drive and seven homes on Liberty Court. The two 20-unit buildings will be relocated to Phase 7. The applicant stated that the change to the phasing plan is due to current market demand. Notwithstanding, they still intend to construct the 20-unit building in a later phase, depending on



market conditions.

Single Site Design. The Mount Pleasant Ohio Living PUD contains multiple parcels that are contiguous to one another.

Planning Commission recommendation contingent on compliance with the following:

1. That an emergency access road will be constructed to connect both sections of Seminary Drive with the development of Phase 4.
2. That the section of the emergency access road crossing the creek shall be designed and constructed as a permanent structure as approved with Phase 4 construction plans.

On November 18, 2025, The Planning Commission held a public hearing and reviewed the application. In a vote of 4-0 with one member of the Commission being excused, the Planning Commission recommended that City Council approve the proposed zoning map amendment to the existing PUD.

Public Hearing: Ordinance No. 2025-47. An Ordinance rezoning real property containing approximately 37.3 acres, more or less, located along Greentree Road from N-C Neighborhood Conservation to R-R Rural Residential zoning.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: Zoning Code Amendment. 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.

The request meets all applicable common review criteria. One of the common review criteria focuses on compatibility with the surrounding properties and uses. The property is surrounded almost entirely by RR Rural Residential zoning on the east, west, and south sides. The private drive used to access the homes from Greentree Road abuts LI Light Industrial zoning.

Changing Conditions. The proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact since the time that the original map designations were established.



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

Impact Mitigation. The proposal helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, and vegetation, or will be neutral with respect to these issues.

This proposal is not associated with any plans for development. As stated in their application, the property owners wish to continue utilizing the property for larger lot residential uses with the ability for some agricultural uses.

Community Need. Whether the proposed amendment addresses a demonstrated community need.

Not applicable.

Strategic Objectives. The proposal advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated City objectives.

Not applicable.

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.

On November 18, 2025, The Planning Commission held a public hearing and reviewed the application. In a vote of 4-0 with one member of the Commission being excused, the Planning Commission recommended that City Council approve the proposed zoning map amendment.

Public Hearing: Ordinance No. 2025-48. An Ordinance amending and supplementing various sections of the Planning and Zoning Code.

Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: Zoning Text Amendment. City of Monroe Planning and Zoning Code Section 1207.22: Zoning Text Amendment expresses the review criteria for a zoning map amendment. That criterion includes:

1. 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.

The proposed amendments is in compliance with all applicable common review criteria. Many of the proposed amendments aim to continuously improve upon the Code's clarity and ease of use in a way that plainly articulates the City's desired outcomes.

Changing Conditions. The proposed amendment corrects an error or meets the challenge of some changing condition, trend, or fact since the time that the original map designations were established.

On November 18, 2025, The Planning Commission held a public hearing and reviewed the application. In a vote of 4-0 with one member of the Commission being excused, the Planning Commission recommended that City Council approve the proposed zoning map amendment.

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

Impact Mitigation. The proposal helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, and vegetation, or will be neutral with respect to these issues.

This proposal is not associated with any plans for development.

Community Need. Whether the proposed amendment addresses a demonstrated community need.

Not applicable.

Strategic Objectives. The proposal advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated City objectives.

This set of amendments addresses Council's Strategic Growth and Development objectives in that it provides additional clarity to residential and non-residential dimensional standards as well strengthening the Table summaries.

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.

Ordinance No. 2025-49. An Ordinance approving a final plat for Section 5, Block D, in the Monroe Crossings Subdivision.

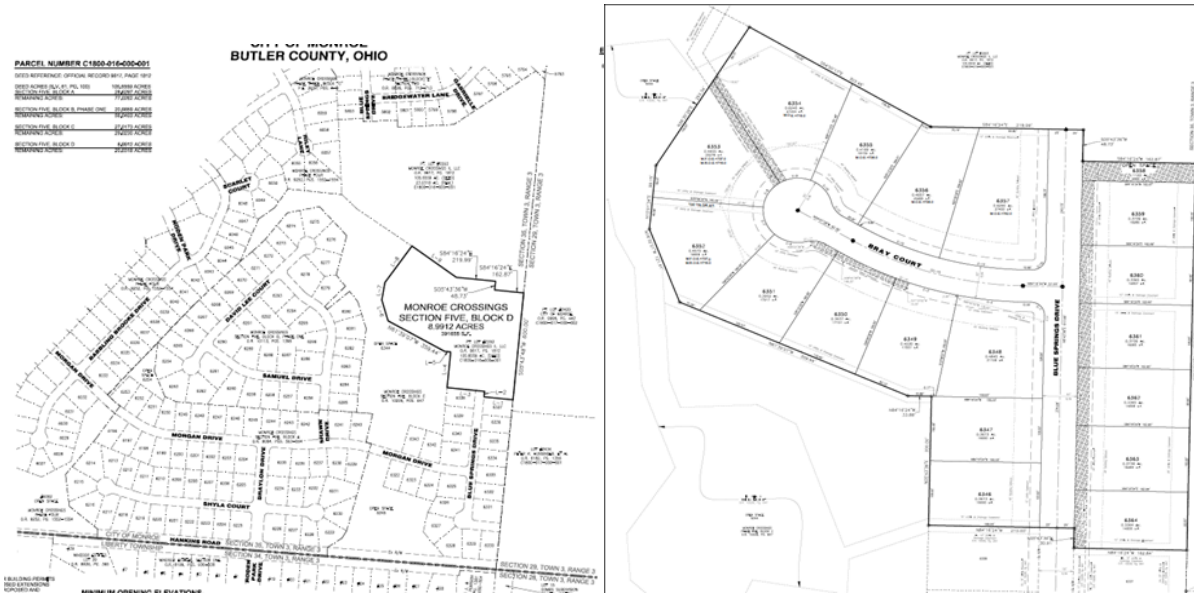
Sponsor: Tom Smith

Strategic Priority: Strategic Growth and Development

Background: This plat will include the construction of 18 single-family residential lots. This phase is approximately 8.99 acres of the 105.6 total acres comprising Section 5. The average lot size is 18,393



square feet and the average lot width is 100 feet. The proposed density is 2.0 units per acre. The development is in conformance with the requirements of the Suburban Residential zone.



Final Plat Highlighting Section 5 Block D

Ordinance No. 2025-50. An Ordinance amending and supplementing Ordinance No. 2025-37, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2025.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: Supplemental appropriations totaling \$3,257,900 (\$3,200,000 General Fund, \$7,700 Street Fund, \$11,300 TIF Funds, \$33,884 G.O. Bond Retirement Fund, \$16 Water Bond Retirement Fund, and \$5,000 in the Garbage Fund) are necessary for the items below. This annual year-end legislation aims to keep all funds in budgetary compliance with Ohio Revised Code.

The General Fund requires a supplemental appropriation of \$3,200,000 for the payoff of the Bond Anticipation Notes (BANs) issued in 2024 associated with the Public Works Facility, all of which is offset by the renewal of the BANs with the 2025 issuance. \$15,000 that was originally budgeted for a General Fund transfer to the Cemetery Fund is now being requested as a transfer to the Sewer Fund to ensure positive year-end balances in both funds.

\$7,700 is being requested in the Street Fund to appropriate monies received as part of an insurance reimbursement for guardrail damage repair.

Tax collection fees within the TIF funds exceeded the budget due to increased TIF revenue collections, resulting in the need for a supplemental appropriation of \$11,300.

Two capital budget projects (ODOT Pedestrian Crossings and SS4A Safety Action Plan) were originally budgeted in the Income Tax Capital Fund. Both project budgets, totaling \$888,450, need to move to the Capital Improvement Fund to ensure proper grant entry and tracking.



The cost of issuance of the 2025 BAN renewal was \$33,884, which is shown as an expense in the G.O. Bond Retirement Fund. Appropriation is needed for this expense, all of which is offset by \$49,350 received from the note issuance.

The 2025 payment related to the S. Main St. Water Main OWDA loan in the Water Bond Retirement exceeded budget by \$16. An adjustment to reflect the actual cost is needed.

As the number of trash accounts have steadily increased, the monthly cost has risen slightly throughout 2025. To ensure there are sufficient funds budgeted for the last monthly payment in December, a supplemental appropriation in the Garbage Fund of \$5,000 is being requested.

Ordinance No. 2025-51. An Ordinance, otherwise known as the Permanent Appropriations Ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2026.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: The 2026 annual operating budget, including expenses and revenues for the General Fund, Special Revenue, Debt Service, Enterprise, and Trust & Agency Funds were discussed at the 11/11 Council meeting. Capital Budget funding and TIF/RID Funds will be discussed at the 12/9 Council meeting. The operating budget book and capital budget templates will be placed on the city's website for residents to review after budget approval.

All budgetary items presented at the 11/11 and 12/9 meetings have been included in the appropriation ordinance. All TIF/RID and capital expenditures and transfers have been added to the appropriation ordinance. However, any project expenditure exceeding \$15,000 will require separate Council approval during the 2026 fiscal year.

Ordinance No. 2025-52. An Ordinance amending and supplementing Section 286 of the Codified Ordinances to adjust Fees.

Sponsor: Gary Morton and Tom Smith

Strategic Priority: Good Governance

Background: The development and public works departments worked together to reorganize and update Chapter 286 - Fees. This chapter is intended to be reviewed and updated annually. Staff will send out a separate document defining all the rates that are changing. Due to the reorganization of the chapter, it was not possible to provide a red-line version.

Ordinance No. 2025-53. An Ordinance amending Section 1040.10 of the Codified Ordinances to increase the rate charged for water furnished by the city.

Sponsor: Jake Burton



Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Ordinance No. 2021-52 on October 26, 2021 establishing the water rates beginning January 1, 2022 through December 31, 2025 based upon the water rate study dated September 14, 2021, increasing the rate by 5% on January 1st of each year.

The City of Monroe entered into a contract in February 2004, with two subsequent amendments, and the contract was set to expire on September 30, 2024. City Council passed Resolution No. 52-2024 on September 24, 2024 to authorize Contract Amendment # 3 to extend the contract through May 31, 2025 to allow for continued negotiations toward a long-term contract renewal. The Butler County Board of Commissioners issued a letter dated May 28, 2025 informing the city "that should an agreement not be reached prior to the May 31, 2025 expiration, the Board will continue to supply water to the City in anticipation of a new Agreement being reached imminently. If a new agreement is not reached by July 31, 2025, please accept this notice that the Board will begin charging the City \$3.84/kgal effective August 1, 2025." As of December 1, 2025, a long-term agreement has not been reached, and the city is being charged at the new rate. The city's previous rate was \$3.76/kgal on the first 24,000,000 gallons of usage, and \$1.73/kgal on all usage exceeding 24,000,000 gallons, which equates to an average blended rate of \$2.97/kgal. The new rate of \$3.84/kgal equates to an increase of 29% that is being charged to the City from Butler County, or more than \$400,000 annually. Per the previous contract terms, beginning on July 1, 2013 and continuing annually on every July 1st thereafter, the rate has been adjusted at the same percentage as the change in the Consumer Price Index, which averaged approximately 2.6% annually over the last 10 years.

The impacts of this increase to the City's Water Fund and water operations and capital project funding were discussed in detail at the October 28, 2025 Finance Committee meeting, and further discussed during the 2026 Operating Budget presentation at the November 11, 2025 Council meeting. The amounts billed from Butler County at the new rate beginning August 1, 2025 have been factored into fund balance forecasts. In order for current water operations and future water infrastructure improvements to occur, it is recommended to increase the Monroe water rate by the 29% increase received from Butler County effective January 1, 2026. As no other utility bill increases are anticipated in 2026, this increase for Water usage and Water Flat fee equates to an estimated monthly \$16.09 or 14% total utility bill increase for an average family of four water use. This increase will allow future water rate increases to be consistent with a water rate study to be performed during 2026.

Resolution No. 77-2025. A Resolution authorizing the City Manager to enter into an agreement between the City of Monroe and CentralSquare Technologies, LLC for a computer-aided dispatch (CAD) and records management system (RMS) for the Police Department and Communications Center.

Sponsor: Police Department

Strategic Priority: Well managed services and infrastructure

Background: This project has been part of the police department's strategic capital improvement plan for the past several years. In 2024, the department began researching the replacement of our current CAD/RMS system. Our current system was implemented in 2013 and is at a point where



concerns surrounding security and technical support are at a high level. The current data for the police department records is housed on city-owned internal servers. The department reviewed several systems and chose CentralSquare Technologies based on their product, support matrix and their current footprint in our area. CentralSquare is currently used by both Butler and Warren County communication centers, as well as the majority of law enforcement agencies in both counties. We reviewed the product with several departments, including West Chester, Fairfield and Lebanon and believe this product is the best fit for Monroe. The City of Middletown currently uses the same CAD/RMS system as we do and is in the implementation phase with CentralSquare, after their purchase earlier this year. The new records management system is cloud based, which means the data will be housed off-site at CentralSquare's server facility. This setup will enhance security protocols and procedures, along with several backups of our data. In addition, the product itself will increase our efficiency in our report taking process, dispatch processing and transfer of data to the surrounding judicial and law enforcement organizations, as well as upgrade mobile data systems currently used in our police cruisers.

Resolution No. 78-2025. A Resolution approving blanket purchase orders as recommended by the Director of Finance and the City Manager.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: Pursuant to the City's Purchasing Policies and Procedures, Council is required to approve blanket purchase orders if an individual invoice charged against the purchase order is greater than \$15,000. This legislation is brought before Council at the last meeting of each year for approval for purchases to be made in the following year. In this case, the vendors and amounts being approved are for fiscal year 2026. The vendor, amount not to exceed, and the department affected are included in the attached documentation for review. All vendors included in this year's Resolution were also included in the 2025 Resolution, except for Plattenburg & Associates, Inc. replacing the Treasurer of State for audit services, and removing Bricker Graydon LLP and Bradley Payne Advisors. The amounts have been adjusted as necessary based upon contractual requirements, anticipated inflationary increases or estimated costs.

Resolution No. 79-2025. A Resolution accepting donations from various donors as described herein.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: A Resolution formally recognizing and accepting donations is passed by City Council on an annual basis at the last Council meeting of each year. The donations in 2025 total \$29,952.00. The details of each donated amount and purpose are included for review.



Resolution No. 80-2025. A Resolution authorizing the Director of Finance to perform certain interfund transfers.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: The appropriation ordinances for 2025 include interfund transfers necessary for operations of the City and to ensure all funds contain a positive fund balance as required by the Ohio Revised Code.

During the course of the fiscal year 2023 audit, our independent public auditors recommended that the City Council pass an annual Resolution specifically confirming all transfers that are contained within the appropriation ordinances.

Exhibit A includes all transfers authorized within the 2025 budget. These transfers will be completed as necessary to maintain fund balances and operations throughout the City. This is annual legislation presented to City Council at the last regular meeting of each year.

Resolution No. 81-2025. A Resolution authorizing the acceptance of the year 1 and year 2 extensions of the curbside solid waste and recycling collection bid submitted by Rumpke Waste & Recycling through the Center for Local Government and authorizing the City Manager to enter into an agreement for the acceptance of extension year 1 and extension year 2 of said bid.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: Resolution 47-2022 was passed on October 11, 2022 authorizing a 3-year contract with Rumpke Waste and Recycling for curbside solid waste and recycling collection from February 1, 2023 through January 31, 2026. The 3-year contract was for a cost of \$17.90 per residential unit per month. The city participated in the 2022 Southwest Ohio Regional Refuse Consortium through the Center for Local Government to receive bids, and Rumpke Waste and Recycling was the only bid submitted in response to the advertisement of bids. The bid included two 1-year extensions at a 4% increase each year. This would result in a cost of \$18.62 per residential unit per month for February 1, 2026 through January 31, 2027, and a cost of \$19.36 per residential unit per month for February 1, 2027 through January 31, 2028. The new contractual rates will not impact the residential rate of \$21.81 in 2026 or 2027.

Resolution No. 82-2025. A Resolution authorizing an increase to the professional services fee agreement with Fishbeck for design and construction-phase services for the Bicentennial Commons Park Multi-Use Loop Trail.

Sponsor: Gary Morton

Strategic Priority: Parks and Connectivity



Background: The requested \$29,000 fee increase is due to additional design and coordination work required by ODOT as part of the recently awarded grant funding for the Bicentennial Commons Loop Trail project. ODOT’s plan, design, and quantity-splitting requirements, combined with added City-requested improvements, necessitate expanded engineering services.

Resolution No. 83-2025. A Resolution authorizing the acquisition of right-of-way and temporary construction easements for the Pedestrian Access Improvement Project and approving compensation for such acquisitions.

Sponsor: Gary Morton

Strategic Priority: Parks and Connectivity

Background: Pedestrian Access Grant – Property Acquisition Summary

The Pedestrian Access Improvement Project requires the purchase of small right-of-way (ROW) takes and temporary construction easements (TCEs) along the project corridor to allow sidewalk installation, grading, drainage improvements, and safe pedestrian accommodations. The City of Monroe has successfully negotiated voluntary agreements with affected property owners. These acquisitions include both fee-simple ROW and temporary easements, as summarized below. One additional acquisition—Ohio Living—is required and is included in the table for completeness.

Parcel No.	Owner / Entity	Type of Take	Acreage (Approx.)	Compensation
005-WD	Maurice R. Propps, Successor Trustee of the Propps Family Trust	Fee Simple ROW	0.001 acres	\$1,840.00
005-T	Maurice R. Propps, Successor Trustee	Temporary Easement (24 months)	0.086 acres	Included in WD compensation
010-WD	Emeran J. Tillar Jr. Properties, LLC	Fee Simple ROW	0.013 acres	\$22,233.00
010-T	Emeran J. Tillar Jr. Properties, LLC	Temporary Easement (24 months)	0.066 acres	Included in ROW settlement
012-T	Brian P. Throckmorton, Trustee of the Bergen Preservation Trust	Temporary Easement (24 months)	0.086 acres	\$1,860.00
014-WD	MPR Rentals, LLC (Peggi Richard, Member)	Fee Simple ROW	0.005 acres	\$718.00
016-WD	William S. McDaniel	Fee Simple ROW	0.017 acres	\$3,770.00
016-T	William S. McDaniel	Temporary Easement (24 months)	0.012 acres	Included in ROW settlement
Ohio Living / Mount Pleasant	Ohio Living / Mount Pleasant ↓	Fee Simple ROW + Temporary Easement	To be finalized	\$60,300.00 (estimate)

The City must obtain a combination of fee-simple right-of-way and temporary construction easements to complete the pedestrian access improvements. These acquisitions ensure sufficient area for sidewalk installation, grading, drainage features, and construction access. To date, all documented parcels have executed agreements consistent with ODOT LPA requirements. The final remaining acquisition is Ohio Living, estimated at \$60,300, which will complete the project’s property requirements. Once finalized, this acquisition will provide the needed width to continue the pedestrian path through the Mount Pleasant segment of the project area. All acquisitions are



voluntary, compliant with state and federal requirements, and necessary to advance the project toward construction.

Resolution No. 84-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$8,590.00 to Traffic Control Products for the purchase of Opticom Traffic Preemption Devices.

Sponsor: Chief David Leverage

Strategic Priority: Good Governance

Background: This is for the purchase of two traffic preemption devices to replace units that are no longer working and past the end of life for repair. These units will be put into Quint 62 and Engine 61. These devices take control of the traffic signals on State Route 63 and clear the intersection for department vehicles responding to an emergency.

Consideration of Motion to authorize the expenditure of \$26,000.00 to Atlantic Emergency Solutions for the repair of the ladder on Tower 61.

Sponsor: Chief David Leverage

Strategic Priority: Well Managed Services and Infrastructure

Background: During training at the park, one of the pulleys that controlled the ladder of Tower 61 sheared off and needed to be replaced for it to operate properly. There was also damage to one of the base section rungs from the cable coming off the pulley. With the assistance of Atlantic Emergency Solutions, we were able to bed the ladder and get it to them for the repairs. Attached is the quote of the repairs for your review.

Administrative Reports

2026-30 Capital Budget Presentation

Executive Session

Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project. Council determines that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
November 25, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of November 11, 2025; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Executive Session

Mrs. McElfresh moved to enter into 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; seconded by Mr. Marlow. Roll call vote: seven ayes. Motion carried.

Council entered into executive session at 6:32 p.m.

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

Council reconvened into regular session at 7:19 p.m.



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.

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

Mrs. McElfresh moved to adopt Ordinance No. 2025-38; seconded by Dr. Clark. Roll call vote: six ayes, one nay (Hagedorn). Motion carried.

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.

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

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2025-39 on two separate days and authorize its adoption on the first reading; seconded by Mr. Graves. Voice vote: seven ayes. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2025-39; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

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.

Mr. Hagedorn expressed concern regarding the buffer zone, noting that the reduction would impact five to six lots.

Mrs. McElfresh moved to adopt Ordinance No. 2025-40; seconded by Dr. Clark. Roll call vote: five ayes, two nays (Hagedorn, Marlow). Motion carried.

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.



Mr. Hagedorn expressed disagreement with the proposal to raise Council salaries to the OPERS minimum, noting that it would take 10 years for most members to access OPERS contributions, which many may not reach while serving on Council. Mrs. McElfresh clarified that the change would not affect current Council members and is intended for future Councils as a way to help maintain salary increases in line with inflation. Dr. Clark stated that the proposal provides predictable raises based on a set standard, keeps Council salaries below those of other local officials, and would place Council salaries in the mid-range compared to neighboring communities. She also noted that no current Councilmember is guaranteed a gain. Mr. Wagner emphasized that Council service requires significant time and expressed support for ensuring that future Councilmembers are better supported.

Mrs. McElfresh moved to adopt Ordinance No. 2025-41; seconded by Mr. Wagner. Roll call vote: five ayes, two nays (Hagedorn, Marlow). Motion carried.

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.

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

Mrs. McElfresh moved to adopt Ordinance No. 2025-42; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Ordinance No. 2025-43 by title only.

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

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).

The Clerk of Council read Ordinance No. 2025-44 by title only.

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

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

The Clerk of Council read Resolution No. 70-2025 by title only.



Mrs. McElfresh moved to adopt Resolution No. 70-2025; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 71-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 71-2025; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 72-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 72-2025; seconded by Mr. Marlow. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 73-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 73-2025; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 74-2025 by title only.

Mr. Graves asked for clarification regarding the higher local match percentage for this project compared to the Trail-Loop project. Mr. Goodhue explained that the Trail-Loop project was frontloaded to be built in 2026, while this project is expected to be constructed in 2029, and the City is continuing to pursue grant funds to reduce the local match requirement. Mr. Wagner recognized City staff for their efforts in securing grant funding to make this project possible.

Mrs. McElfresh moved to adopt Resolution No. 74-2025; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.



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

The Clerk of Council read Resolution No. 75-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 75-2025; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

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.

The Clerk of Council read Resolution No. 76-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 76-2025; seconded by Mr. Graves. Roll call vote: six ayes, Mr. Marlow abstained. Motion carried.

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

Mrs. McElfresh moved to authorize the expenditure of \$40,000 from the 2025 Capital Budget for traffic and security camera projects; seconded by Mr. Hagedorn. Voice vote: seven ayes. Motion carried.

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.

Mrs. McElfresh moved 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; seconded by Mr. Marlow. Voice vote: seven ayes. Motion carried.

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

Mrs. McElfresh moved to accept the July, August, and September 2025 Finance Reports as submitted; seconded by Mr. Wagner. Voice vote: seven ayes. Motion carried.

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.

Mrs. McElfresh moved to authorize the replacement of two radiant tube heaters in the bays at Station 62 by Air Connect through the Sourcewell purchasing cooperative; seconded by Mr. Hagedorn. Voice vote: seven ayes. Motion carried.



Consideration of Motion to reschedule the regular meeting of Council currently set for December 23, 2025 to December 16, 2025.

Mrs. McElfresh moved to reschedule the regular meeting of Council currently set for December 23, 2025 to December 16, 2025; seconded by Mr. Wagner. Voice vote: seven ayes. Motion carried.

Administrative Reports

None.

Adjournment

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

The regular meeting of Council adjourned at 7:47 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

EMERGENCY 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, AND DECLARING AN EMERGENCY.

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)(1) and (A)(2) (the “Service Payments Threshold”); and

WHEREAS, the TIF Districts as listed in Schedule 1 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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the efficient and timely administration of tax-increment financing measures under the Ohio Revised Code. Therefore, this measure shall take effect and be in full force from and after its passage.

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.

EMERGENCY 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), AND DECLARING AN EMERGENCY.

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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the efficient and timely continuation of the exemption from taxation of improvements for certain parcels within the Incentive Districts under the Ohio Revised Code. Therefore, this measure shall take effect and be in full force from and after its passage.

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.

ORDINANCE NO. 2025-45

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 84.6 ACRES, MORE OR LESS, LOCATED AT NORTH MAIN STREET FROM U-R URBAN RESIDENTIAL AND G-C GENERAL COMMERCIAL TO G-R GENERAL RESIDENTIAL AND U-R URBAN RESIDENTIAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND BRIDGE DEVELOPMENT GROUP.

WHEREAS, Bridge Development Group has applied for the rezoning with a planned unit development; and

WHEREAS, the Planning Commission has recommended that Council rezone the real property requested herein contingent on the following conditions:

- Formal open space be increased to no less than 5% of the gross project acreage. Specific improvements under the formal open space requirement shall be identified with the submittal of the preliminary plat.
- Townhouse building type be permitted to incorporate a front load garage where shown on the Master Development Plan.
- Townhouse lots be permitted a 24-foot minimum lot width.
- Townhouse lots will have a minimum 12-foot rear yard setback.
- Multiplex building type be permitted to incorporate a front load garage where shown on the Master Development Plan.
- Multiplex building type be permitted to incorporate more than one street-facing entry where shown on the Master Development Plan.
- Multiplex structures will have a minimum 15-foot rear yard setback.
- The maximum block width of 800 linear feet may be exceeded where shown on the Master Development Plan.
- Sidewalk widths, where deficient, be revised to meet minimum code standards.
- The pedestrian connection on the north side of Overbrook Drive from Cincinnati Dayton Road to Lot 1 be increased to an 11 FT shared use path.
- The internal path network labeled “7 FT natural path” be revised to no less than 8 FT wide and be constructed of asphalt or concrete.
- The applicant understands an alternate street tree location plan will be required for the entire project, including proposed private streets, at the time of preliminary plat submittal.
- A stub connecting to the adjacent property to the north is required. Staff will work with the applicant on the specifics of that connection and associated right-of-way dedication needed as determined by the City Engineer.
- The final design and location of the northern North Main Street access point will be determined through the design process with approval by the City Engineer.
- Evaluation of the eastern buffer be conducted to determine additional sound mitigation solutions to block direct sound travel from the adjacent industrial properties east of the project area. Staff may require a sight line analysis, elevation work or mounding, fencing or walls, and/or additional landscaping.

- All other department review attached, and including the pending Traffic Impact Study, be addressed as approved by staff.
- All other department staff comments be addressed prior to Council approval.

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 84.6 acres, more or less, located at North Main Street, and being parcel numbers #C1800006000044 and #C1800005000081, are hereby rezoned from U-R Urban Residential (81.37 acres) and G-C General Commercial (3.23 acres) to G-R General Residential (approximately 54.10 acres) and U-R Urban Residential (approximately 30.44 acres). The rezoning of this property is subject to conditions set forth by Planning Commission.

SECTION 2: The City Manager is hereby authorized to enter into a Planned Unit Development Agreement by and between the City of Monroe and Bridge Development Group.

SECTION 3: The City Manager shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in the Planning and Zoning Code.

SECTION 4: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

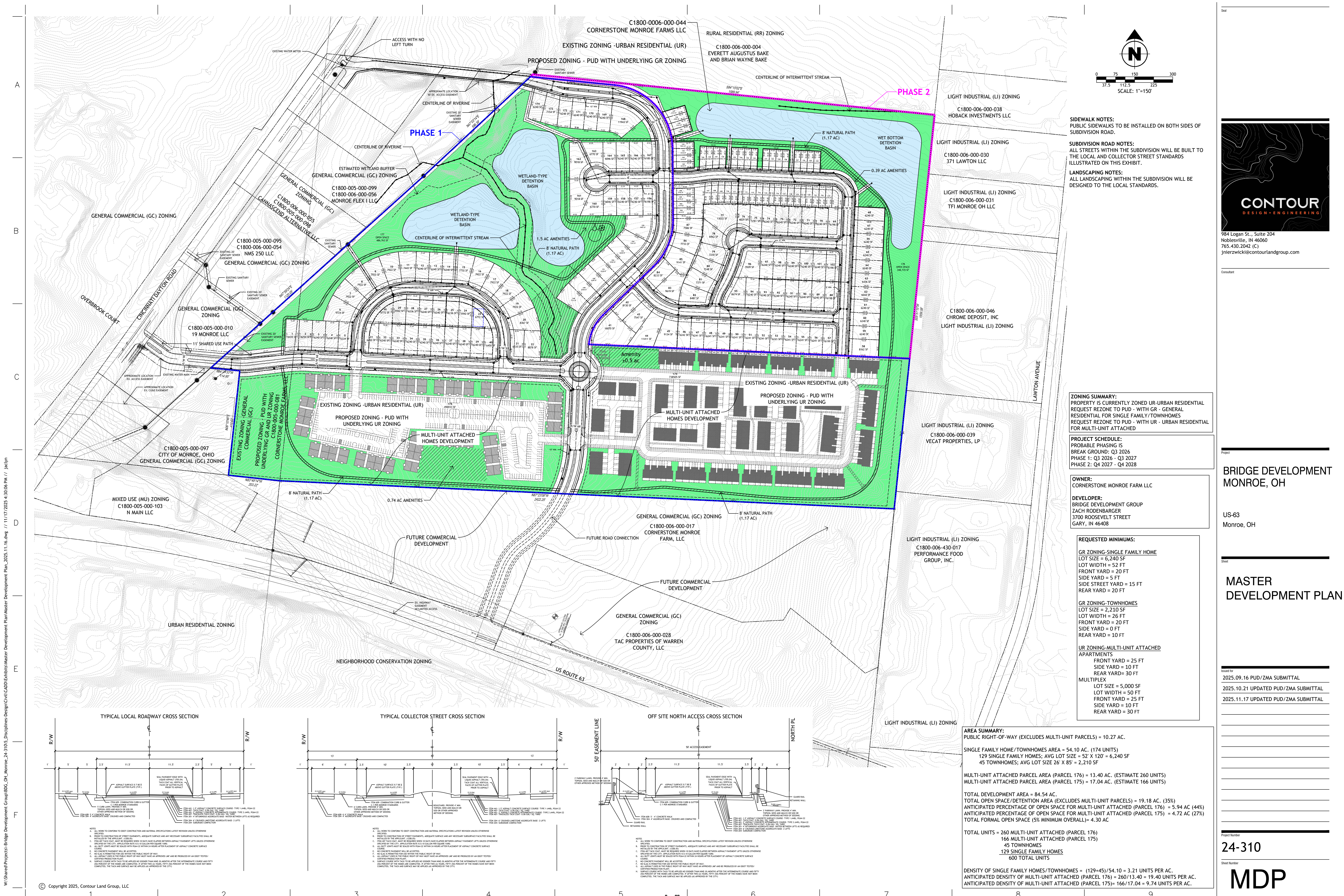
ATTEST:

APPROVED:

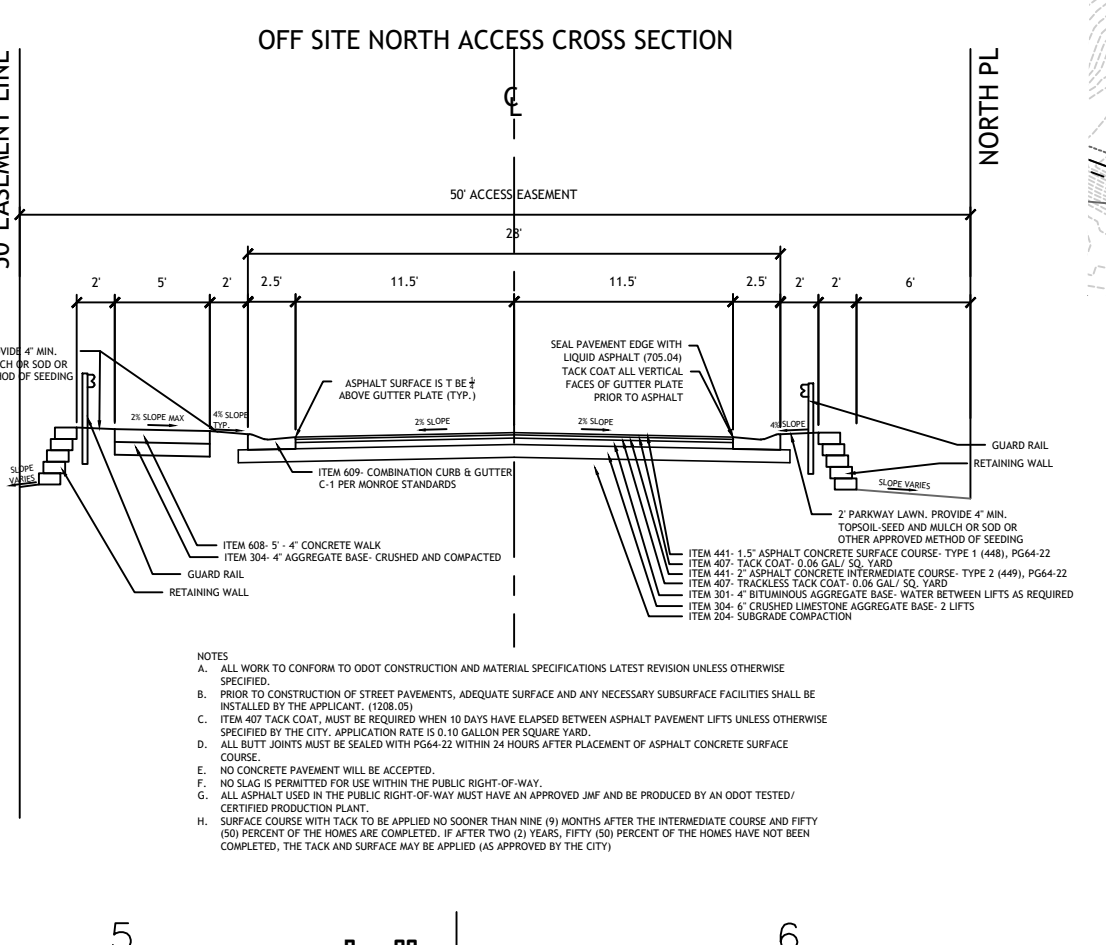
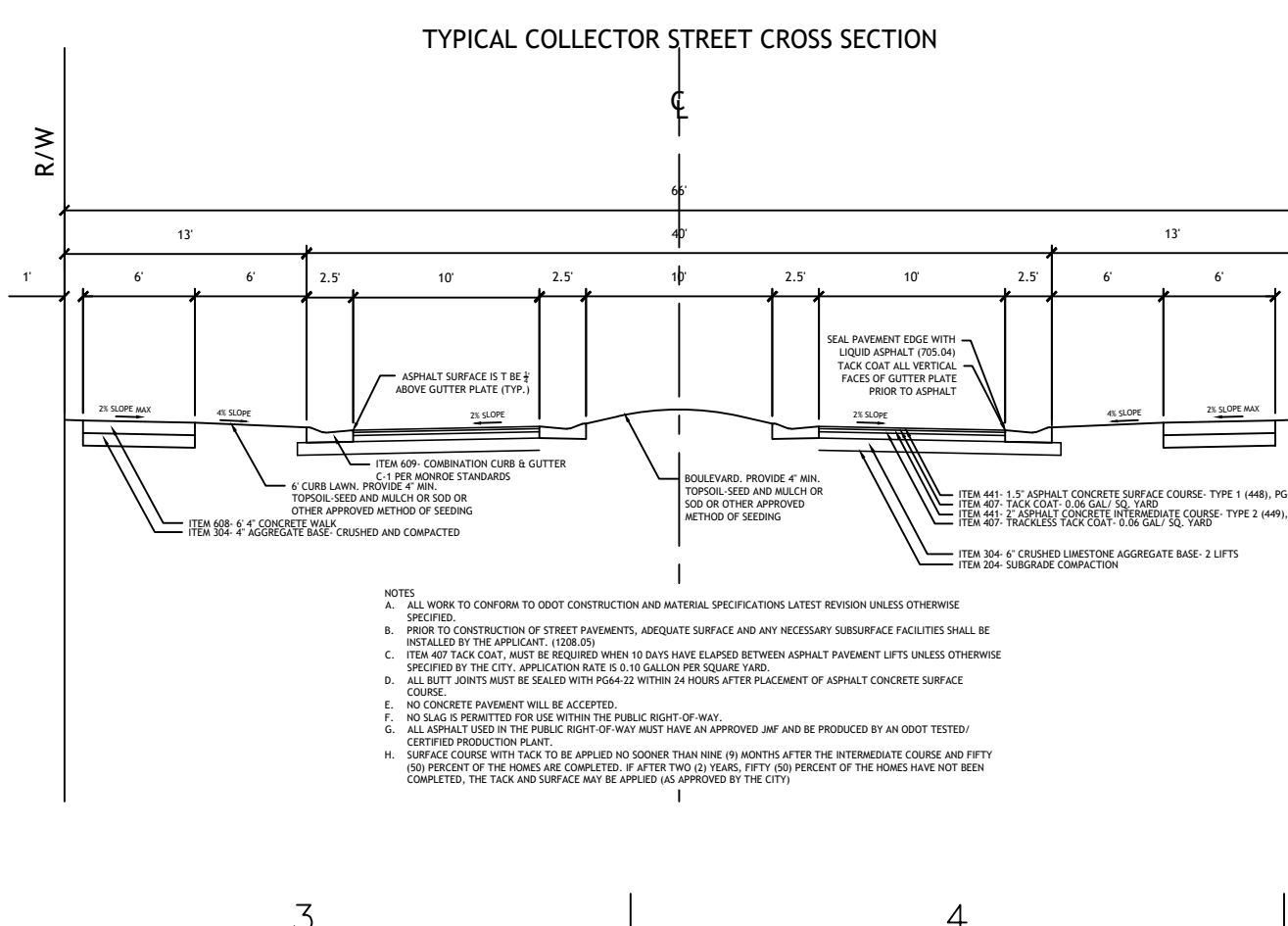
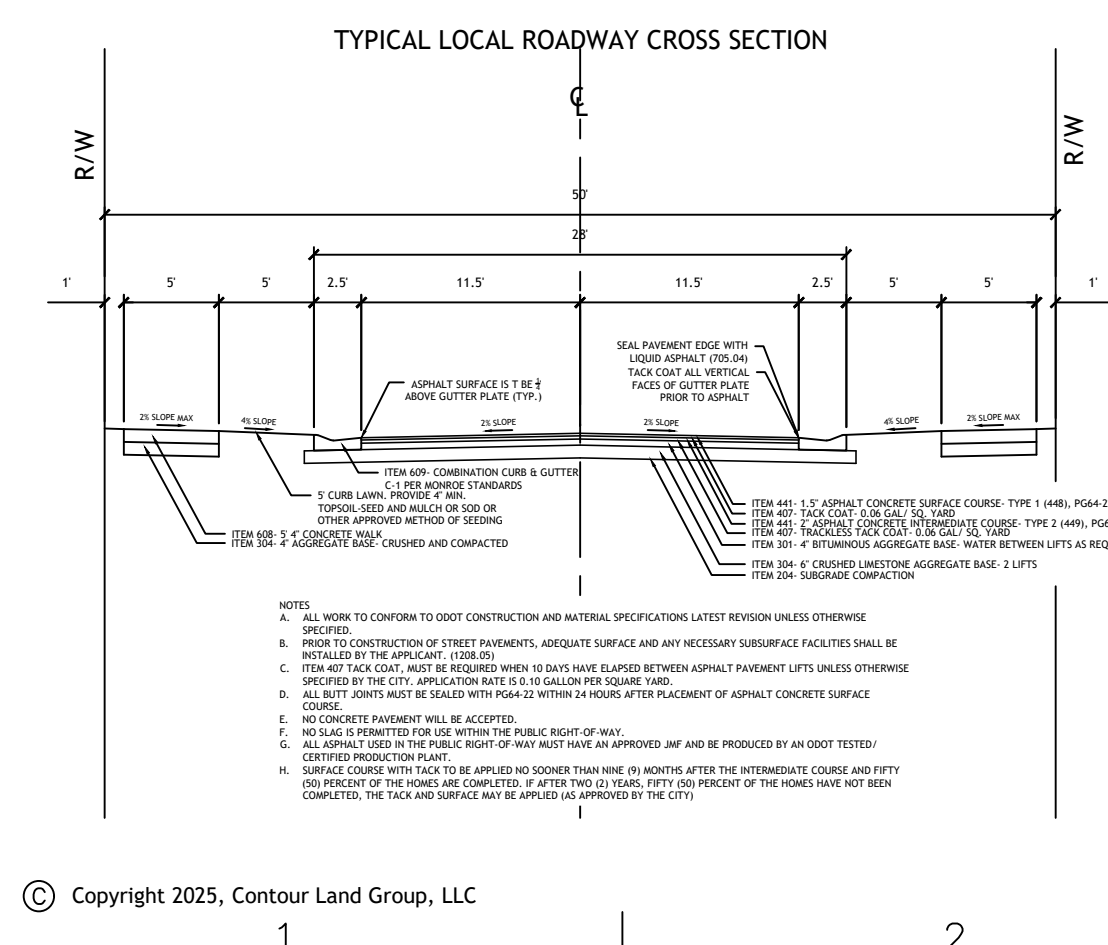
Clerk of Council

Mayor

First Reading: _____



W:\Shared\Projects\Bridge Development\Group\BDC_OH_Monroe_24\3105 Disciplines\Design\Civil\CADD\Exhibits Master Development Plan\Master Development Plan_2025.11.16.dwg // 11/17/2025 4:30:06 PM // jacy



AREA SUMMARY:
PUBLIC RIGHT-OF-WAY (EXCLUDES MULTI-UNIT PARCELS) = 10.27 AC.
SINGLE FAMILY HOME/TOWNHOMES AREA = 54.10 AC. (174 UNITS)
129 SINGLE FAMILY HOMES; AVG LOT SIZE = 52' X 120' = 6,240 SF
45 TOWNHOMES; AVG LOT SIZE 26' X 85' = 2,210 SF
MULTI-UNIT ATTACHED PARCEL AREA (PARCEL 176) = 13.40 AC. (ESTIMATE 260 UNITS)
MULTI-UNIT ATTACHED PARCEL AREA (PARCEL 175) = 17.04 AC. (ESTIMATE 166 UNITS)
TOTAL DEVELOPMENT AREA = 84.54 AC.
TOTAL OPEN SPACE/DETENTION AREA (EXCLUDES MULTI-UNIT PARCELS) = 19.18 AC. (35%)
ANTICIPATED PERCENTAGE OF OPEN SPACE FOR MULTI-UNIT ATTACHED (PARCEL 176) = 5.94 AC (44%)
ANTICIPATED PERCENTAGE OF OPEN SPACE FOR MULTI-UNIT ATTACHED (PARCEL 175) = 4.72 AC (27%)
TOTAL FORMAL OPEN SPACE (5% MINIMUM OVERALL) = 4.30 AC
TOTAL UNITS = 260 MULTI-UNIT ATTACHED (PARCEL 176)
166 MULTI-UNIT ATTACHED (PARCEL 175)
45 TOWNHOMES
129 SINGLE FAMILY HOMES
600 TOTAL UNITS
DENSITY OF SINGLE FAMILY HOMES/TOWNHOMES = (129+45)/54.10 = 3.21 UNITS PER AC.
ANTICIPATED DENSITY OF MULTI-UNIT ATTACHED (PARCEL 176) = 260/13.40 = 19.40 UNITS PER AC.
ANTICIPATED DENSITY OF MULTI-UNIT ATTACHED (PARCEL 175) = 166/17.04 = 9.74 UNITS PER AC.

Seal

984 Logan St., Suite 204
Noblesville, IN 46060
765.430.2042 (C)
jnierzwick@contourlandgroup.com

Consultant

Project

BRIDGE DEVELOPMENT
MONROE, OH

US-63
Monroe, OH

Drawn

MASTER
DEVELOPMENT PLAN

Issued for:
2025.09.16 PUD/ZMA SUBMITTAL
2025.10.21 UPDATED PUD/ZMA SUBMITTAL
2025.11.17 UPDATED PUD/ZMA SUBMITTAL

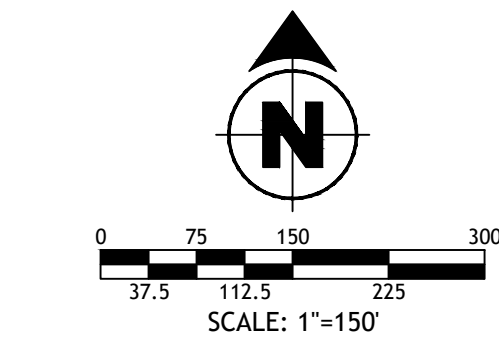
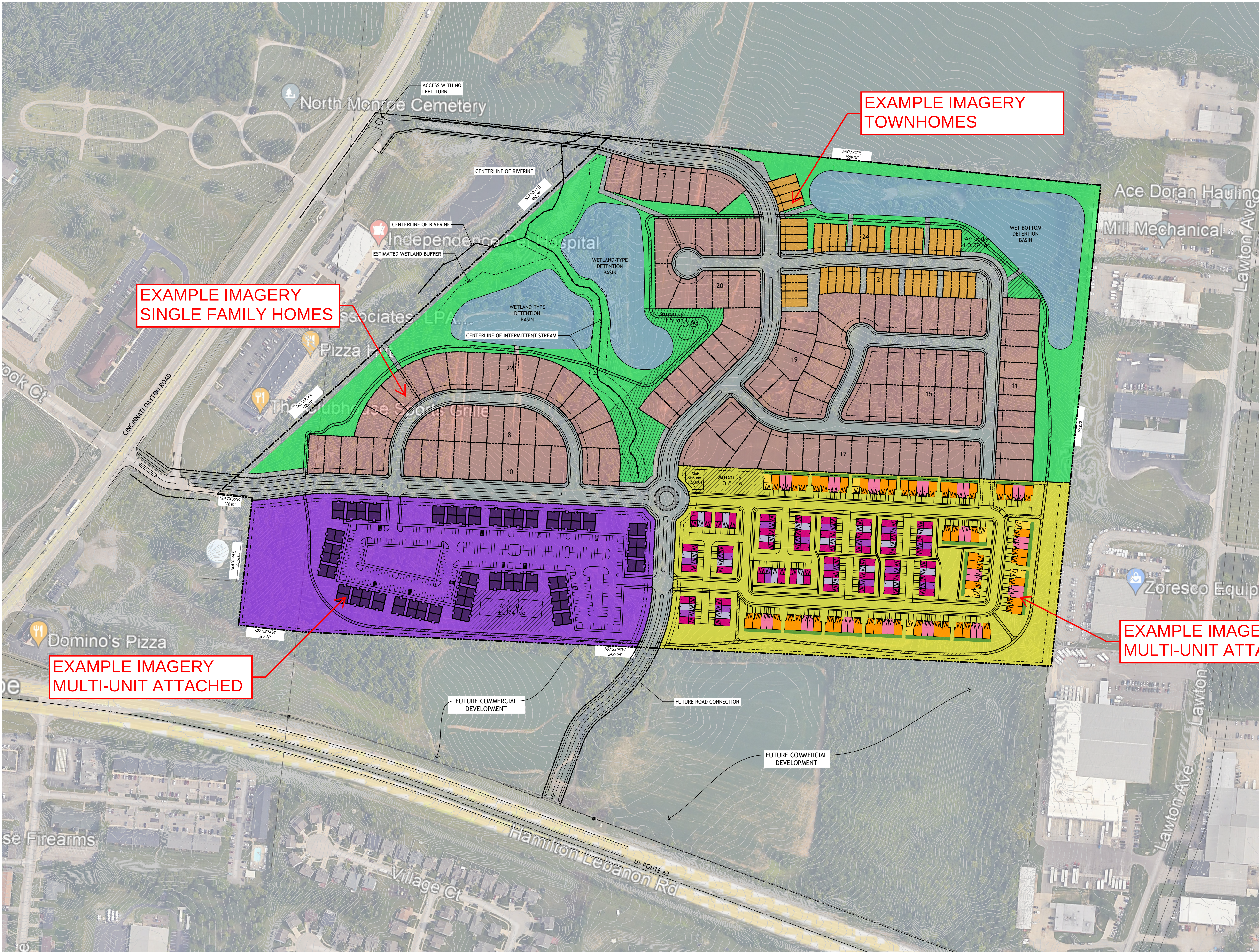
Project Number

24-310

Sheet Number

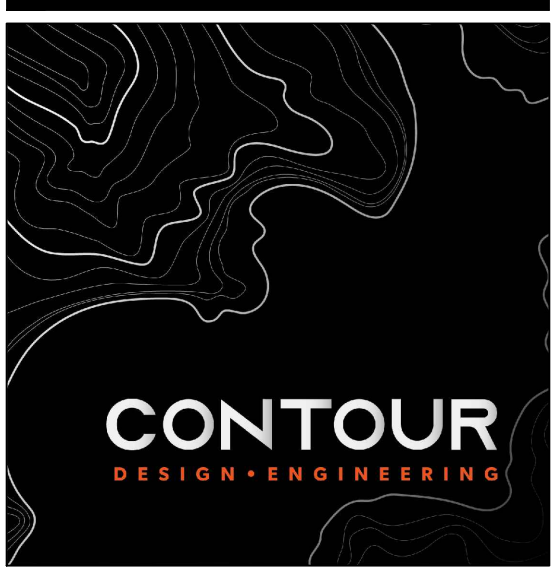
MDP

W:\Shared\Projects\Bridge Development Group\BDC_OH_Monroe_24-310\5_Disciplines\Design\Civil\CADD\Concepts SK Plans\2025.11.16 Concept Plan_CPI\BDC CORNERSTONE_CONCEPT SITE PLAN_2025.11.17.dwg // 11/17/2025 1:54:24 PM // Jaclyn



SITE SUMMARY

TOTAL DEVELOPMENT AREA:	184.54 AC.
AREAS:	
SINGLE FAMILY HOME / TOWNHOME AREA	54.10 AC.
MULTI-UNIT DETACHED PARCEL	17.04 AC.
MULTI-UNIT ATTACHED PARCEL	13.40 AC.
PUBLIC RIGHT OF WAY	10.27 AC.
(EXCLUDES MULTI-UNIT PARCELS)	
EXISTING ZONING:	UR - URBAN RESIDENTIAL
PROPOSED ZONING:	PUD - GR & UR BASE ZONING
UNITS:	
13.4 AC. MULTI-UNIT ATTACHED DEVELOPMENT	260 UNITS - 11 - 3 STORY BUILDINGS
45 TOWNHOMES	
AVG. LOT SIZE - 26X85'	
2,210 SF	
129 SINGLE FAMILY HOMES (SFH)	
AVG. LOT SIZE - 52X120'	
6,240 SF	
OPEN SPACE/DETENTION AREA	(EXCLUDES MULTI-UNIT PARCELS)
19.18 AC (5%)	
FORMAL OPEN SPACE AREA	4.30 AC (5%)
17.04 AC. MULTI-UNIT ATTACHED DEVELOPMENT	166 UNITS
15 UNITS - P1 (10465F - 2bd/2.5ba, 2-car)	
18 UNITS - P2 (11705F - 2bd-den/2.5ba, 2-car)	
46 UNITS - P3 (12475F - 3bd/2.5ba, 2-car)	
32 UNITS - P4 (12905F - 3bd/2.5ba, 1-car)	
48 UNITS - P5 (16555F - 3bd/2.5ba, 2-car)	
7 UNITS - P6 (16715F - 4bd/2.5ba, 2-car)	
166 UNITS - TOTAL	
TOTAL UNITS:	
260 MULTI-UNIT ATTACHED	
166 MULTI-UNIT ATTACHED	
45 TOWNHOMES	
129 SINGLE FAMILY HOMES	
600 TOTAL UNITS	



984 Logan St., Suite 204
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jnterzwick@contourlandgroup.com

Consultant

Project

BRIDGE DEVELOPMENT
MONROE, OH

US-63
Monroe, OH

Drawn

CONCEPT
SITE PLAN

Issued for

2025.09.16 PUD/ZMA SUBMITTAL

2025.10.21 UPDATED PUD/ZMA SUBMITTAL

2025.11.17 UPDATED PUD/ZMA SUBMITTAL

Project Number

24-310

Sheet Number

CP-1

November 19, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-11-10—Consideration of a Zoning Map Amendment and Planned Unit Development for Cornerstone Monroe Farm

Dear City Council,

This letter is to inform Council that on November 18, 2025, Planning Commission voted 4-0, with one member absent, to recommend to City Council approval of Case No. 2025-11-10—Consideration of a Zoning Map Amendment and Planned Unit Development for Cornerstone Monroe Farm with the following conditions:

- Formal open space be increased to no less than 5% of the gross project acreage. Specific improvements under the formal open space requirement shall be identified with the submittal of the preliminary plat.
- Townhouse building type be permitted to incorporate a front load garage where shown on the Master Development Plan.
- Townhouse lots be permitted a 24-foot minimum lot width.
- Townhouse lots will have a minimum 12-foot rear yard setback.
- Multiplex building type be permitted to incorporate a front load garage where shown on the Master Development Plan.
- Multiplex building type be permitted to incorporate more than one street-facing entry where shown on the Master Development Plan.
- Multiplex structures will have a minimum 15-foot rear yard setback.
- The maximum block width of 800 linear feet may be exceeded where shown on the Master Development Plan.
- Sidewalk widths, where deficient, be revised to meet minimum code standards.
- The pedestrian connection on the north side of Overbrook Drive from Cincinnati Dayton Road to Lot 1 be increased to an 11 FT shared use path.
- The internal path network labeled “7 FT natural path” be revised to no less than 8 FT wide and be constructed of asphalt or concrete.
- The applicant understands an alternate street tree location plan will be required for the entire project, including proposed private streets, at the time of preliminary plat submittal.

- A stub connecting to the adjacent property to the north is required. Staff will work with the applicant on the specifics of that connection and associated right-of-way dedication needed as determined by the City Engineer.
- The final design and location of the northern North Main Street access point will be determined through the design process with approval by the City Engineer.
- Evaluation of the eastern buffer be conducted to determine additional sound mitigation solutions to block direct sound travel from the adjacent industrial properties east of the project area. Staff may require a sight line analysis, elevation work or mounding, fencing or walls, and/or additional landscaping.
- All other department review attached, and including the pending Traffic Impact Study, be addressed as approved by staff.
- All other department staff comments be addressed prior to Council approval.

Sincerely,

Robert Duckworth

Planning Commission Chair

CORNERSTONE
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 20____, by and between the City of Monroe, Ohio, a municipal corporation organized and existing under the laws of Ohio and its charter, with an address of 233 South Main Street, Monroe, Ohio 45050 (the “City”), and Monroe BDG III, a limited liability company (collectively known herein as the “Developer”) organized and existing under the laws of Ohio, with an address of 3700 Roosevelt, Gary, IN, 46408.

1. **Recitals.** This Agreement shall be considered a Planned Unit Development Agreement proposed to develop approximately 84.54 acres of the original area as set forth in the Agreement and further described in the Master Development Plan (MDP) for the subdivision known as [Cornerstone] (the “Project”). Developer has further agreed to develop the project according to the guidelines set forth in City of Monroe Zoning Ordinance Section 1202.07: Planned Unit Developments and Section 1207.16: Master Development Plan. The parties desire to enter into this Agreement to memorialize the substantive conditions attached to this Planned Unit Development (PUD).
2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the Master Development Plan approved by the City of Monroe City Council and attached hereto as Exhibit A. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code or City of Monroe Codified Ordinances unless any such site plan standards or other applicable zoning code regulations have been modified by the City Council as specified in this agreement:

3. **Conditions Specific to [Cornerstone].**
 - A. **Land Use and Infrastructure Improvements**
 - 1) The number of dwelling units constructed within this Project shall not exceed 600 units and shall match the general location and the unit breakdown as depicted on the Master Development Plan:

UR Urban Residential (30.44 acres)

- 260 multi-unit attached units, apartment building type

- 166 multi-unit attached units, multiplex building type

GR General Residential (54.10 acres)

- 45 townhouse units
- 129 single-family detached units

- 2) A stub street to connect to the adjacent property to the north (Parcel C1800006000004) is required for connectivity to future development. The final design of the stub street and associated right-of-way dedication needed shall be determined by the City Engineer.
- 3) The design and location of the northern North Main Street access point as shown on the Master Development Plan shall be submitted with the Preliminary Plat with approval by the City Engineer.

B. Open Space and Recreation Amenities Provisions

- 1) All designated open space and formal open space outlined in the Master Development Plan shall be owned and maintained by the HOA.
- 2) Overall open space shall be no less than 35% of the 84.54-acre gross project area.
- 3) Formal open space shall be no less than 5% of the 84.54-acre gross project area and shall include:
 - i. 0.5-acre amenity area within the multiplex development area with a minimum 3,000 square-foot clubhouse as shown on the Master Development Plan. The entire 0.5-acre area shall be improved in accordance with formal open space requirements.
 - ii. 1.5-acre amenity area to include a spectator benches and playground.
 - iii. 0.39-acre amenity area to include spectator benches.
 - iv. 0.74-acre amenity area within the multi-unit apartment development area to include a pool
 - v. 1.17-acre amenity area to include an 8-foot wide paved shared use path.
- 4) The developer shall install an internal shared use path no less than 8-feet wide, constructed with asphalt or concrete, where indicated on the Master Development Plan as “8’ natural path”.
- 5) All shared use paths or multiuse trails shall be wholly contained within either 1) a properly recorded easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said paths or trails shall be borne by the HOA, including any portions of the path or trail that encroaches upon the public right-of-way.

C. Sidewalk Provisions

- 1) An 11-foot wide paved (asphalt or concrete) shared-use path shall be installed from the project improvement area along the north side of Overbrook Drive from Cincinnati Dayton Road to Lot 1 as indicated on the Master Development Plan.

- 2) All other private and public roadways part of the Project area shall conform to the sidewalk specifications of the City.
- D. Conformance to GR Zoning Regulations. Approximately 54.10 acres of the Project area to be zoned GR General Residential shall comply with GR General Residential development standards with the following exceptions:
- 1) Townhouse Building Type:
 - i. Frontload garages are permitted where shown on the MDP.
 - ii. The minimum lot width shall be 24 feet.
 - iii. The minimum rear yard setback shall be 12 feet.
 - iv. The minimum side setback shall be 5 feet, with an overall side setback of 10 FT between townhouse building structures.
- E. Conformance to UR Zoning Regulations. Approximately 30.44 acres of the Project area zoned UR Urban Residential shall comply with UR Urban Residential development standards with the following exceptions:
- 1) Multiplex Building Type:
 - i. Frontload garages are permitted where shown on the MDP.
 - ii. More than one building entrance may be visible from the street where shown on the MDP.
 - iii. The minimum multiplex floor area shall be 1,045 square feet.
 - iv. The minimum rear yard setback shall be 15 feet.
- F. Conformance to GR and UR Architectural and Building Regulations.
- 1) The Project shall comply with GR General Residential and UR Urban Residential architectural design standards as outlined in Article 04.03 Building Elements and Architectural Design and elsewhere in the Planning and Zoning Code.
- G. Other.
- 1) The multiplex community will include a pool and/or other amenity (pickle ball court or other outdoor gathering amenity)
 - 2) An alternate street tree location plan for the entirety of the project, including proposed private streets, shall be required at the time of Preliminary Plat submittal.
 - 2) Required Noise Analysis – Line-of-Sight & Noise Attenuation Cross Sections. The applicant shall prepare a Noise Impact Cross-Section Analysis to evaluate potential noise transmission from the adjacent Light Industrial (LI) properties to the proposed residential areas. The study must include the following:
 - i. Cross-Section Locations. Provide line-of-noise cross sections at a minimum of three (3) representative locations, or additional locations as directed by City staff. Cross sections shall extend from principal noise-generating industrial uses to the nearest proposed residential units, outdoor living areas, and/or amenity spaces.

- ii. Elements to Be Shown on Each Cross Section. Each cross-section shall include:
 - a. Existing and proposed ground elevations
 - b. Proposed building pads, building heights, and façade locations
 - c. Proposed noise barriers, berms, walls, or other attenuation features
 - d. Existing industrial buildings, equipment yards, loading areas, and other known noise sources
 - e. Distances between sources and receivers
- iii. Demonstration of Sufficient Mitigation. The study shall demonstrate that project design elements adequately block, deflect, or reduce industrial noise to meet required residential noise standards. If thresholds are not met, the applicant must identify and propose feasible mitigation measures.
- iv. Documentation. Submit the complete noise analysis, cross sections, and narrative summary with the preliminary plat submittal.

H. Minor Changes

- 1) Minor changes in an approved PUD or Master Development Plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD and associated plans and do not change density, lot sizes, decrease the total amount of open space, or propose major deviations from other requirements of the Code as determined by the Director of Development. All other modifications, including extensions or revisions of the stage development schedule, including phasing, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

4. **Phasing.** The phasing plan has been submitted as part of the MDP demonstrating the development of infrastructure and lots within the subdivision. Developer shall divide up the Cornerstone subdivision into two phases for the sequential staging of construction as expressed in the MDP:

Phase 1: Lots 1-40, Lots 148-174, Lot 175 (multiplex development area), Lot 176 (multi-unit attached apartment development area), and Lot 177 (open space) fronting [street name(s)]

Phase 2: Lots 41-147 and Lot 178 fronting [street name(s)]

Construction staging from one phase to the next shall not be permitted until approval of construction drawings of the applicable phase and approval of the Final Plat of the previous phase has been authorized by the City.

5. **General Conditions Relating to the Overall Project.**

- (a) Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat, or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- (b) The PUD and MDP for Cornerstone shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- (c) All sign applications shall be reviewed and approved by the Director with strict conformance to the applicable sign code regulations.

5. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD plan shall be controlled by the Monroe Planning and Zoning Code. Failure to comply with the PUD or MDP or subsequently approved development plans (i.e. subdivision plats, site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1208.10 "Penalties and Remedies" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that Developer shall cause this Agreement to be properly recorded with the Butler County Recorder's Office upon adoption of the PUD by the Monroe City Council.

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the parties, their successors, and assigns and no modification hereof shall be binding unless set forth in writing signed by the parties. This agreement shall be governed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

Signed in the presence of:

THE CITY OF MONROE, OHIO

Larry Lester, City Manager

[Developer]

By: _____

Title: _____

STATE OF OHIO)
)SS:
COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said Larry Lester, City Manager of the City of Monroe on this _____ day of _____, 2025.

Notary Public

STATE OF OHIO)
):
COUNTY OF _____)

SWORN to and SUBSCRIBED in my presence by the said _____ of
[Developer] on this _____ day of _____, 20____.

Notary Public

THIS INSTRUMENT PREPARED BY:
City of Monroe, 233 South Main Street, Monroe, Ohio 45050. 513-539-7374.

ORDINANCE NO. 2025-46

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND MOUNT PLEASANT OHIO LIVING TO MODIFY PHASES 4 AND 7 OF THE DEVELOPMENT PLAN.

WHEREAS, a representative of Mount Pleasant Ohio Living has applied for an amendment to the existing Planned Unit Development to modify Phases 4 and 7 of the development plan regarding two 20-unit buildings, proposing to construct the buildings as part of Phase 7 as opposed to the originally planned Phase 4; and

WHEREAS, the Planning Commission has recommended that Council approve the Planned Unit Development amendment requested herein contingent on the following conditions:

- An emergency access road will be constructed to connect both sections of Seminary Drive with the development of Phase 4.
- The section of the emergency access road crossing the creek shall be designed and constructed as a permanent structure as approved with Phase 4 construction plans.
- All department comments shall be addressed in a revised submittal prior City Council approval.

WHEREAS, after review of Planning Commission's recommendation, Council desires to amend the Mount Pleasant Ohio Living Planned Unit Development.

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

SECTION 1: The Mount Pleasant Ohio Living Planned Unit Development Agreement is hereby amended.

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

PASSED: _____

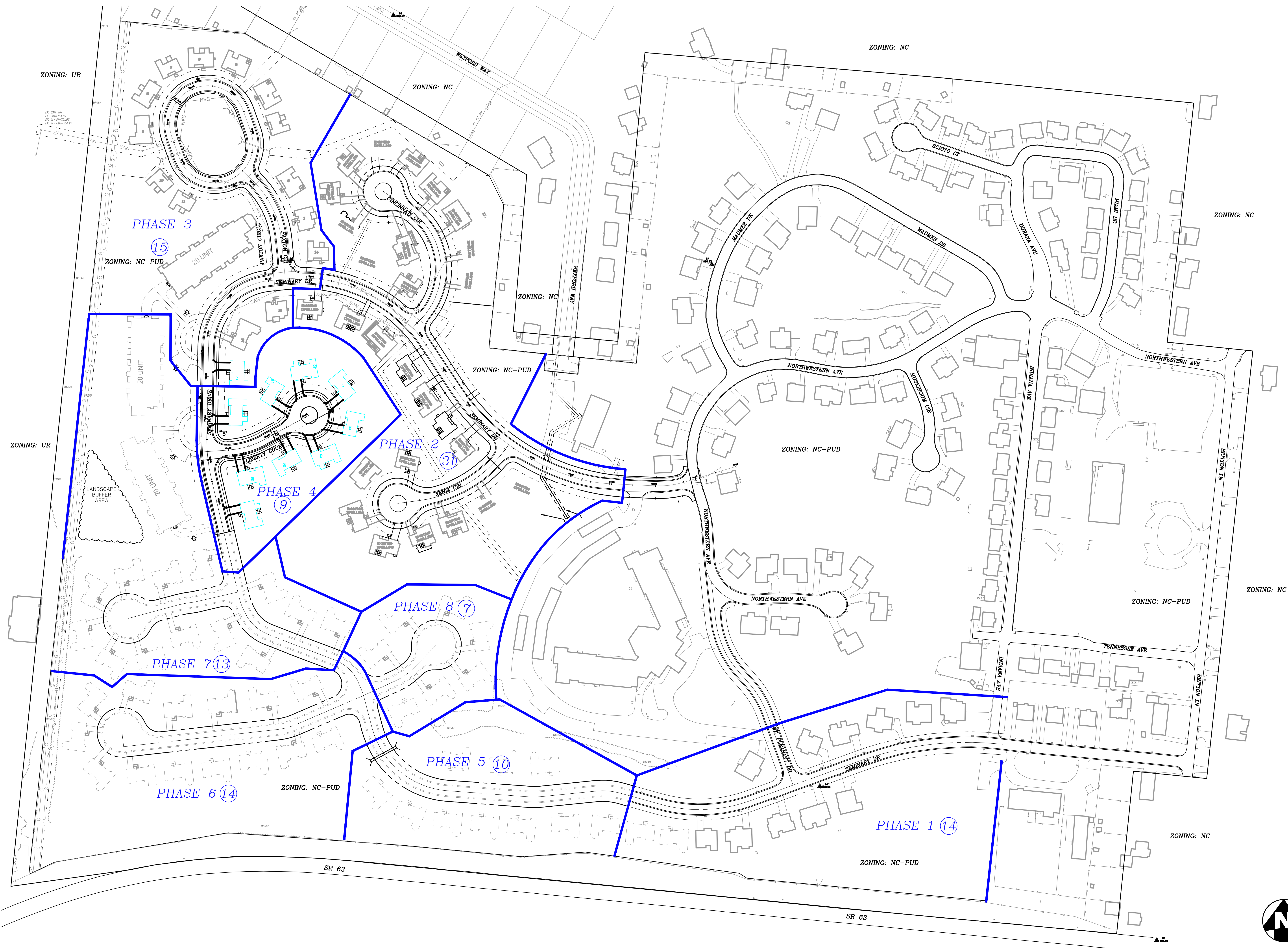
ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____





THE KLEINGERS GROUP

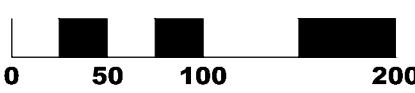
CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE

www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851

SEAL:

NO.	DATE	DESCRIPTION
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MOUNT PLEASANT
SECTION 18, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

PROJECT NO:	040609.017
DATE:	2025/10/21
SCALE:	
SHEET NAME:	REVISED MASTER DEVELOPMENT PLAN
SHEET NO:	1 OF 1

November 19, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-11-9—Consideration of a PUD Amendment to the Mount Pleasant Planned Unit Development

Dear City Council,

This letter is to inform Council that on November 18, 2025, Planning Commission voted 4-0, with one member absent, to recommend to City Council approval of Case No. 2025-11-9—Consideration of a PUD Amendment to the Mount Pleasant Planned Unit Development with the following conditions.

- An emergency access road will be constructed to connect both sections of Seminary Drive with the development of Phase 4.
- The section of the emergency access road crossing the creek shall be designed and constructed as a permanent structure as approved with Phase 4 construction plans.
- All department comments shall be addressed in a revised submittal prior City Council approval.

Sincerely,

Robert Duckworth
Planning Commission Chair

ORDINANCE NO. 2025-47

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 37.3 ACRES, MORE OR LESS, LOCATED ALONG GREENTREE ROAD FROM N-C NEIGHBORHOOD CONSERVATION TO R-R RURAL RESIDENTIAL ZONING.

WHEREAS, an application has been submitted requesting a zoning map amendment for parcels along Greentree Road, totaling approximately 37.3 acres, from N-C Neighborhood Conservation to R-R Rural Residential; and

WHEREAS, the Planning Commission has recommended that Council rezone the real property requested herein; 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 37.3 acres, more or less, located along Greentree Road, are hereby rezoned from N-C Neighborhood Conservation to R-R Rural Residential.

SECTION 2: The City Manager shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in the Planning and Zoning Code.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____



November 19, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-11-8—Consideration of a Zoning Map Amendment for properties located on Greentree Road

Dear City Council,

This letter is to inform Council that on November 18, 2025, Planning Commission voted 4-0, with one member absent, to recommend to City Council approval of Case No. 2025-11-8—Consideration of a Zoning Map Amendment for properties located on Greentree Road.

Sincerely,

Robert Duckworth
Planning Commission Chair

ORDINANCE NO. 2025-48

AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS SECTIONS OF THE PLANNING AND ZONING CODE.

WHEREAS, Planning Commission recommended that Council approve the amendment and supplement of various sections of the Planning and Zoning Code on November 18, 2025; and

WHEREAS, Council deems it in the best interest of the City to accept Planning Commission's recommendation.

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

SECTION 1: Table 2.03(B)-1 of the Planning and Zoning Code is hereby amended as follows:

Table 2.03(B)-1, SR Lot and Building Standards			
ac = acre du = dwelling unit du/ac = dwelling unit per acre st = story sf. = square feet ' = feet			
Key			
	Development Type	Conventional	Conservation
	Open Space (min)	15%	50%
	Maximum Density (du/ac)	1.90	2.57
	Minimum Floor Area [1]	1,800 sf.	1,800 sf.
Lot Standards			
A	Lot Area (min ac)	0.5 ac.	7,500 sf.
B	Lot Width (min)	100'	75'
Building Standards			
Primary Building Placement			
C/E	Front Setback (min)		
	- Street	40'	25'
	- Cul-de-sac	40'	25'
D	Side Setback(min) [2]	0'/10'	0'/10'
F	Rear Setback (min)	30'	20'
Accessory Building Placement			
	Front Setback (min)	--	--
G	Side Setback (min) [3]	5'/10'	5'/10'
I	Rear Setback (min) [3]	5'/10'	5'/10'
Building Height and Coverage			
J	Height (max)		
	- Stories	2.5	2.5
	- Feet	35'	35'
K	Lot Coverage (max)	30%	40%
Other Site and Building Components			
	Primary Entrance Orientation	Towards primary street on front facade	Towards primary street on front facade
	Building Type Permitted	Single-Unit Detached, Zero Lot Line	Single-Unit Detached, Zero Lot Line
Fence or Freestanding Walls Height (max.)			
	- Front Yard	3'	3'
	- Side Yard	6'	6'

Key			
	Development Type	Conventional	Conservation
	- Rear Yard	6'	6'

Notes:

1. For the purposes of calculating the minimum floor area, all areas within basements, garages, stairs, and any attached or detached accessory building or structure shall not be included.
2. The first number represents only one side yard setback as permitted for the zero-lot line dwelling unit as allowed in the SR zoning district. The second number represents the minimum for the non-zero setback side. See the definition in Section 1209.03, *Definitions*.
3. The first number represents accessory structures and uses under 12 feet in height and the second number is for accessory structures and uses 12 feet in height or taller. All accessory structures and uses 12 feet in height or taller shall be set back a minimum of 10 feet from the side and rear lot lines.

SECTION 2: Table 2.03(C) -1 of the Planning and Zoning Code is hereby amended as follows:

Table 2.03(C)-1, GR Lot and Building Standards			
ac = acre du = dwelling unit du/a = unit per acre st = story sf. = square feet ' = feet			
Key			
	Development Type	Conventional	Conservation
	Open Space (min.)	15%	30%
	Maximum Density (du/ac)	6	8
Key			
	Development Type	Conventional	Conservation
	Minimum Floor Area [1]		
	Single-Unit Detached	1,800 sf.	1,800 sf.
	Single-Unit Attached/Duplex	1,600 sf.	1,600 sf.
	Zero Lot Line	1,800 sf.	1,800 sf.
	Townhouse	1,600 sf.	1,600 sf.
Lot Standards			
A	Lot Area (min.)		
	Single-Unit Detached	9,000 sf.	7,500 sf.
	Single-Unit Attached/Duplex	4,500 sf.	2,500 sf.
	Zero Lot Line	6,000 sf.	3,500 sf.
	Townhouse	2,000 sf.	2,000 sf.
B	Lot Width (min.)		
	Single-Unit Detached	75'	50'
	Single-Unit Attached/Duplex	40'	30'
	Zero Lot Line	75'	55'
	Townhouse, Rear Garage	20'	20'
	Townhouse, Front Garage	25'	25'
Building Standards			
Primary Building Placement			
C/E	Front Setback (min.)		
	Single-Unit Detached	40'	30'
	Single-Unit Attached/Duplex	25'	15'
	Zero Lot Line	40'	30'
	Townhouse, Rear Garage	10'	10'
	Townhouse, Front Garage	25'	25'
D	Side Setback (min.) [2]		
	Single-Unit Detached	10'	5'
	Single-Unit Attached/Duplex	0/5'	0/5'
	Zero Lot Line	0/10'	0/5'
	Townhouse, Rear Garage	0/10'	0/10'
	Townhouse, Front Garage	0/10'	0/10'
F	Rear Setback (min.)		
	Single-Unit Detached	30'	20'
	Single-Unit Attached/Duplex	30'	15'
	Zero Lot Line	30'	20'
	Townhouse, Rear Garage	15'	10'
	Townhouse, Front Garage	15'	15'
Accessory Building Placement			

Key			
	Development Type	Conventional	Conservation
	Front Setback (min.)	--	--
G	Side Setback (min.) [3]	5'/10'	5'/10'
I	Rear Setback (min.) [3]	5'/10'	5'/10'
Building Height and Coverage			
J	Height (max.) - Stories - Feet	2.5 30'	2.5 / 3.0 30' / 40'
K	Lot Coverage (max.)		
	Single-Unit Detached	40%	40%
	Single-Unit Attached/Duplex	60%	60%
	Zero Lot Line	40%	40%
	Townhouse, Rear Garage	70%	70%
	Townhouse, Front Garage	60%	60%
Other Site and Building Components			
	Primary Entrance Orientation	Towards primary street on front facade	Towards primary street on front facade
	Building Type Permitted	Single-Unit Detached, Zero Lot Line, Single-Unit Attached, Duplex, Townhouse	Single-Unit Detached, Zero Lot Line, Single-Unit Attached, Duplex, Townhouse
Fence or Freestanding Walls Height (max.)			
	- Front Yard	3'	3'
	- Side Yard	6'	6'
	- Rear Yard	6'	6'

Notes:

1. To calculate the floor area, all areas within basements, garages, stairs, and any attached or detached accessory building or structure shall not be included.
2. The first number represents only one side yard setback as permitted for the zero-lot line dwelling unit as allowed in the SR zoning district. The second number represents the minimum for the non-zero setback side. See the definition in Section 1209.03, *Definitions*. In the case of townhouses and single-unit attached/duplex building types, the first number represents the shared lot line between units.
3. The first number represents accessory structures and uses under 12 feet in height and the second number is for accessory structures and uses 12 feet in height or taller. All accessory structures and uses 12 feet in height or taller shall be set back a minimum of 10 feet from the side and rear lot lines.

SECTION 3: Table 2.03(E) -1 of the Planning and Zoning Code is hereby amended as follows:

Table 2.03(E)-1, UR Lot and Building Standards								
ac. = acre du/a = unit per acre st = story ' = feet sf. = square feet -- = not applicable								
Key								
	Building Type	Duplex/ Single-Unit Attached ²	Cottage ⁴ , 5	Townhouse, Rear Garage ²	Townhouse, Front Garage ²	Multiplex	Multi- Unit (Apt)	Permitted Nonresidential Uses
	Open Space (min)	15%	15%	15%	15%	15%	15%	15%
	MaxDensity (du/a c)	20						--
	Min Floor Area [1]	1,600 sf.	1,100 sf.	1,600 sf.	1,600 sf.	--	--	--
Lot Standards								
A	Lot Area (min)	4,500 sf.	3,000 sf.	2,000 sf.	2,000 sf.	5,000 sf.	5,000 sf.	40,000 sf.
B	Lot Width (min)	40'	35'	20'	25'	50'	50'	100'
Building Standards								
Primary Building Placement								
C/ E	Front Setback (min)	10'	10'	10'	25'	10'	20'	40'
D	Side Setback (min)	0/5'	0/5'	0/10'	0/10'	0/10'	10'	20'
F	Rear Setback (min)	20'	15'	15'	15'	30'	30'	40'
Accessory Building Placement								
H	Front Setback (min)	--	--	--	--	--	--	--
G	Side Setback (min) [3]	5'/10'	5'/10'		5'/10'	5'/10'	--	5'/10'
I	Rear Setback (min) [3]	5'/10'	5'/10'		5'/10'	5'/10'	--	5'/10'

Key								
	Building Type	Duplex/ Single-Unit Attached ²	Cottage ⁴ ₅	Townhouse, Rear Garage ²	Townhouse, Front Garage ²	Multiplex	Multi- Unit (Apt)	Permitted Nonresidential Uses
Building Height and Coverage								
J	Height (max) - Stories - Feet	3.0 st. 35'	2.0 st. 35'	3.0 st. 35'	3.0 st. 35'	3.0 st. 35'	4.0 st. 35'	4.0 st. 35'
K	Lot Coverage (max)	60%	70%	70%	60%	60%	80%	60%
Other Site and Building Components								
	Primary Entrance Orientation		Towards primary street on front facade or on corner. Homes within Cottage Court development sites shall front upon common open space or common court.					
Fence or Freestanding Walls Height (max.)								
	- Front Yard	4'	4'	4'	4'	4'	4'	4'
	- Side Yard	6'	6'	6'	6'	6'	6'	6'
	- Rear Yard	6'	6'	6'	6'	6'	6'	6'
Notes:								
1. For the purposes of calculating the floor area, this shall include all areas "per dwelling unit." Areas within basements, garages, stairs, and any attached or detached accessory building or structure shall not be included. There shall be a minimum total floor area of 900 square feet plus an additional 150 square feet for each additional sleeping room over one. 2. Minimum lot area is calculated on a "per dwelling unit" basis. Minimum lot width is calculated for the entire lot. 3. The first number represents accessory structures and uses under 12 feet in height and the second number is for structures and uses 12 feet in height or taller. All accessory structures and uses 12 feet in height or taller shall be set back a minimum of 10 feet from the side and rear lot lines. 4. A cottage court development shall contain a minimum of three cottages. 5. For standards related to cottage court development, see Section 1202.04, <i>Development Types</i>.								

SECTION 4: Section 1202.04 (F). (1) and (2) is hereby amended to read as follows:

F. Development Types.

1. Conventional.

- a. Description. The conventional development type, as depicted in Figure 1202.04-1, is a pattern that allows primarily residential uses. A conventional development type consists of varying housing types depending on the zoning district and minimum lot size is a primary factor in the character built environment of the development.
- b. Housing Types in the GR and UR Zoning Districts. A development in the GR or UR zoning district must develop multiple housing types as permitted in Table 1203.02-1, Primary Use Table. No one lot size or configuration or building type may exceed a total of 70 percent of all the residential units in the development. For the purposes of this requirement, Zero Lot Line and Single-Unit Detached building types are not considered separate development types.
- c. Standards. All the requirements of this Article shall apply to conventional development types unless otherwise specified.

2. Conservation.

- a. Description. A conservation development type, as depicted in Figure 1202.04-2, consists of smaller lots than conventional development that are clustered together in order to provide for more common open

spaces. The common open space may be set-aside for resource features such as private parks, recreation areas, woodlands, creeks, streams, and similar features.

- b. Housing Types in the GR Zoning District. A development in the GR zoning district must develop multiple housing types as permitted in Table 1203.02-1, Primary Use Table. No one lot size or configuration or building type may exceed a total of 70 percent of all the residential units in the development. For the purposes of this requirement, Zero Lot Line and Single-Unit Detached development types are not considered separate development types.
- c. Minimum Site Area. The minimum site area required for a conservation development is 5 acres.
- d. Common Open Space Requirements.
 - i. Regardless of whether common open space is on privately or publicly owned property, the space shall be open to the public at the same hours as a comparable City park.
 - ii. A minimum of 75 percent of the required open space shall consist of the natural area open space type per Article 04.02, Open Space. Open space shall be integrated into the development design so as to bring access to significant open space to the maximum number of properties; provided, however, that physical access may be limited if such limitation would materially enhance natural resource management.
 - iii. Land area within the conservation development dedicated to nonresidential uses permitted within the base zoning district shall not exceed 10 percent of the total land area of the development. In addition, such uses may be counted toward 10 percent of the common open space requirement established in Section 1202.03, Residential District Development Standards. For example, a 20-acre conservation development with single-unit attached and detached dwellings requires three acres (15% of the development) of civic and common open space. The development may have up to two acres of nonresidential uses and 13,068 square feet of nonresidential development counts toward the open space requirement.
- e. Minimum Lot Area Adjacent to Other Development. Conservation development lots directly abutting existing conventional single-unit development shall be:
 - i. Equal to or greater than the lot area and width of the existing adjacent lots;
 - ii. Separated from adjacent lots by a Type A bufferyard; or
 - iii. The dwelling units on the perimeter cluster shall be set back from the boundary of the conservation development a minimum of the following distances based on the number of conservation lots being developed:
 - (A) One to 10 lots: 30 feet;
 - (B) 11 to 30 lots: 40 feet; and
 - (C) 31 or more lots: 50 feet.
- f. Distance from Residential Lots. All required common open space shall be accessible and located no further than 1,200 feet from any residential lot within the conservation development, measured along a sidewalk or trail from the nearest property line of the lot to the nearest property line of the open space. Widths of public rights-of-way and pedestrian easements shall be excluded from the 1,200 feet calculation.
- g. Buffering Requirements. A bufferyard along the perimeter of the conservation development may count toward the required common open space. However, no more than 25% of the total required open space may be within the perimeter buffer yard.

SECTION 5: Section 1203.04 (D) is hereby amended to read as follows:

D. Residential Limited Uses.

1. *Multiplex.*

- a. Bufferyard. If abutting a single-unit detached home that is in the same zoning district, the use shall install a Type A bufferyard.
- b. Conversion of Detached Houses. If the use is a conversion of an existing conventional detached house it shall occur either:
 - i. Within the square footage of an existing unit; or

- ii. So that any expansion that increases the square footage of the existing building is no greater than 120 percent of the largest residence within 300 feet in any direction.
 - c. Entrance. Only one entrance into the structure shall be directly visible from any public or private street.
2. *Upper-Floor Residential.*
- a. Mixed-Use Building Standards. The use shall comply with the development standards of the mixed-use building standards set forth in Section 1204.07, Mixed-Use and Nonresidential Building Elements and Architectural Design.
 - b. Maximum Density. The maximum density of the zoning district shall not apply.
 - c. Floor Area. The minimum floor area of each unit shall be 500 square feet.
 - d. Drive-In or Drive-Through Prohibited. The site shall have no drive-in or drive-through facilities

SECTION 6: Table 1204.06-2 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.06-2 Duplex Residential Building Standards		
Standard	Requirements	Additional Standards
Primary Entrance		
Primary Entrance (min.)	3' setback and located along frontage	--
Building Height		
Height (max. and min.)	Height may not exceed max. height defined in 1202.03, Residential District Standards	For infill development, no more than 20% taller nor no more than 20% shorter than principal buildings along same block face
Street Facing Wall Articulation		
Façade width before articulation (max.)	10'	--
Design Features		
Number of varied frontage types (min.)	1	Refer to Section 1204.08, Frontage Types
Roof Form		
Pitched Roof Over Principal Structure (min.)	5/12 pitched roof design (including the roof area located over the garage)	--
Pitched Roof Over Front Porch and Entrances (min.)	4/12 pitched roof design	
Eave (min.)	12" overhangs over all faces of the finished exterior walls	

SECTION 7: Table 1204.06-3 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.06-3 Townhouse Building Standards		
Standard	Requirements	Additional Standards
Primary Entrance		
Primary Entrance (min.)	3' setback and located along frontage	--
Building Height		
Height (max. and min.)	Height may not exceed max. height defined in 1202.03, Residential District Standards	For infill development, no more than 20% taller nor no more than 20% shorter than principal buildings along same block face
Street Facing Wall Articulation		
Facade width before articulation (max.)	10'	--
Design Features		
Number of varied frontage types (min.)	1	Refer to Section 1204.08, Frontage Types
Roof Form		
Minimum sloping roof form (hip, shed, or gable) percentage of building in plan view	25%	--
Pitched Roof Over Principal Structure (min.)	5/12 pitched roof design (including the roof area located over the garage)	
Pitched Roof Over Front Porch and Entrances (min.)	4/12 pitched roof design	

SECTION 8: Section 1204.06 (F) is hereby amended to read as follows:

F. Multiplex Dwellings.

This residential building type contains three to six residential units. It is freestanding, and one to two and one-half stories in height in different contexts. Details include no more than one principal entrance facing a private or public street with secondary entrances in one or more locations not directly visible from a private or public street. Each is defined by a porch, stoop, or recessed entry. Parking is located in the side or rear of the property. A Multiplex building generally includes a pitched roof. All multiplex residential buildings shall comply with Figure 1204.06-5, *Multiplex Building Type and Illustrative Examples*, and Table 1204.06-4, Multi-Unit Residential Building Standards.

SECTION 9: Table 1204.06-4 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.06-4 Multiplex Building Standards		
Standard	Requirements	Additional Standards
Primary Entrance		
Primary Entrance (min.)	3' setback and located along frontage	--
Building Height		
Height (max. and min.)	Height may not exceed max. height defined in 1202.03, Residential District Standards	For infill development, no more than 20% taller nor no more than 20% shorter than principal buildings along same block face
Street Facing Wall Articulation		
Facade width before articulation (max.)	10'	--
Design Features		
Number of varied frontage types (min.)	1	Refer to Section 1204.08, Frontage Types
Roof Form		
Minimum sloping roof form (hip, shed, or gable) percentage of building in plan view	50%	--
Pitched Roof Over Principal Structure (min.)	5/12 pitched roof design (including the roof area located over the garage)	
Pitched Roof Over Front Porch and Entrances (min.)	4/12 pitched roof design	

SECTION 10: Section 1204.07 (C) is hereby amended to read as follows:

C. Mixed-Use and Nonresidential. All mixed-use and nonresidential buildings in the MU, HC, and GC districts, as well as any mixed use or nonresidential uses permitted in residential zoning districts, shall comply with the paragraphs below and shall comply with this Paragraph and Table 1204.07-1, *Mixed-Use and Nonresidential Building Standards*.

1. *Building Orientation.* Buildings shall generally be parallel to the street they front, unless an alternate orientation is consistent with existing adjacent development.
2. *Primary Entrance.* The primary entrances of buildings shall be oriented:
 - a. Towards a street along the perimeter of the development or towards a public space, if located adjacent to the proposed project; or
 - b. Towards streets in the interior of the development if none of the building's facades has frontage on a public street; or
 - c. As approved by the review body during site plan review.
3. *Siding.* Siding of any type shall not occupy more than 25 percent of any elevation.
4. *Design Features.* Buildings shall include no less than three of the following design features:
 - a. Canopies/porticos above the entrance;
 - b. Roof overhangs above the entrance;
 - c. Entry recesses/projections;
 - d. Arcades that are physically integrated with the entrance;
 - e. Raised corniced parapets above the entrance;
 - f. Gabled roof forms or arches above the entrance;
 - g. Outdoor plaza adjacent to the entrance having seating and a minimum depth of 20 feet;

- h. Display windows that are directly adjacent to the entrance;
- i. Architectural details, such as tile work and moldings, that are integrated into the building structure and design and are above and/or directly adjacent to the entrance; or
- j. Integral planters or wing walls that incorporate landscaped areas or seating areas. A wing wall is a wall secondary in scale projecting from a primary wall and not having a roof.

5. *Building Mass.*

a. *Base, Body, and Cap.* All architectural elevations of principal buildings shall consist of a base, a body, and a cap as illustrated in Figure 1204.07-2, Building Mass. The base and cap shall be clearly distinguishable from the body through changes in color, material, pattern, profile, and texture.

b. *Wall Openings (Doors and Windows).*

- i. Doors and windows should be positioned to create a uniform pattern or visual rhythm along the building elevation.
- ii. All doors and windows shall be articulated through the use of lintels, sills, and thresholds. Windows larger than 20 square feet that are not used for display purposes shall be divided into panes through the use of mullions and/or sashes.
- iii. Doors and windows shall be rectangular in shape and vertical in orientation.
- iv. The pattern of architectural features, such as windows and doors, shall be placed upon the facade of a building in a pattern that creates a building fenestration that has a constant rhythm, a harmonious appearance, and is proportional to one another and surrounding buildings.

6. *Roof Styles.*

a. *Roof Line Changes.*

- i. Roof line changes shall include changes in roof planes or changes in the top of a parapet wall, such as extending the top of pilasters above the top of the parapet wall.
- ii. When roof line changes are included on a façade that incorporates wall offsets or material or color changes, roof line changes shall be vertically aligned with the corresponding wall offset or material or color changes as illustrated in Figure 1204.07-3, Roofline Change Examples.

c. *Flat Roofs.*

- i. When flat roofs are used, parapet walls with three-dimensional cornice treatments shall conceal them. The cornice shall include a perpendicular projection a minimum of eight inches from the parapet façade plane.
- ii. Thin parapets that extend more than two feet above the roof and have a depth of less than two feet from the façade surface, are prohibited.

d. *Asymmetric or Dynamic Roofs.*

- i. Asymmetric or dynamic roof forms allude to motion, provide variety and flexibility in nonresidential building design, and allow for unique buildings as illustrated in Figure 1204.07-4, Dynamic or Asymmetric Roof Line Examples.
- ii. Asymmetric or dynamic roof forms shall be permitted on nonresidential buildings provided the criteria for flat roofs are met.

6. *Mechanical Equipment.*

- a. Wall-mounted mechanical, electrical, communication equipment, downspouts, gutters, service doors, and other building-mounted utility fixtures, shall be painted and maintained to match the building or be screened from view.
- b. Mechanical equipment such as transformers and HVAC units shall not be located in front yards.
- c. All mechanical equipment, including both ground-mounted and roof-mounted equipment, shall comply with 1204.05, General Provisions and Article 04.05, Landscaping, Screening, and Buffering.

SECTION 11: Table 1204.06-4 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.07-1 Mixed-Use and Nonresidential Building Standards		
Standard	Requirements	Additional Standards
Primary Entrance		
Primary Entrance	Recessed or contain an awning, canopy, arcade or portico. Sheltering element shall be 15% of total wall area.	--
Building Mass		
Base (min.)	8% of the average wall height	--
Body (min.)	60% of the average wall height	
Cap (min.)	8% of the average wall height (not to exceed the height of the base)	
Number of cap design features (min.)	2	Cornice; parapet; awning; canopy; or eaves
Building Height		
Height (max. and min.)	Height may not exceed max. height defined in Article 02.03, Mixed-Use and Nonresidential District Standards	--
Street Facing Wall Articulation		
Façade width before articulation (min. / max.)	20' / 35'	--
Facade depth	2'	
Facade Alternative (a)	Façade material changes following the same dimensional standards as the offset requirements	
Facade Alternative (b)	Pilasters with a minimum depth of 1', minimum width of 1', and a minimum height of 80% of the facade's height	
Design Features		
Number of varied design features (min.)	2	Design features shall comply with Paragraph c.4. above
Transparency ¹		
Facade glazed: % ground floor wall area (min.)	30%	The bottom edge of the required windows shall not be higher than 3' above grade on the ground floor

Facade glazed: % upper floor(s) wall area (min.)	30%	--
Opaque glass (max.)	20%	--
Roof Form		
Pitched Roof Height (max.)	1/2 of the overall building height	--
Gallery or Arcade		
Width, Clear (min.)	75% of facade width	Galleries shall be supported from below by a porch, arcade, or other structure; or visually supported by brackets, corbels, or beams along its full depth.
Depth, Clear (min.)	8'	
Ground Floor Height, Clear (min.)	11'	
Upper Floor Height, Clear (min.)	9'	
Storefront		
Depth of Recessed Entries (max.)	5'	--
Depth of Canopy or Awning (min.)	4'	
Width of Canopy or Awning, Cumulative (min.)	70% facade width	
Height, Clear (min.)	8'	

Table Notes:

1. All windows and storefronts on the ground and second floors facing public rights-of-way or private streets.

SECTION 12: Section 1204.09 (F) (1) is hereby amended to read as follows:

F. Parking and Storage of Recreational Vehicles and Trailers.

1. *Location and Timing Restrictions.* A combined total of two recreational vehicles and/or trailers may be parked or stored outdoors on each individual residential lot that contains an inhabited dwelling. The location and timing restrictions are as follows:

- On a year-round basis one recreational vehicle and/or trailer is permitted to be stored in one of the side yards, provided that no recreational vehicle or trailer is stored in any other side yard;
- From the period of time beginning June 1st through November 15, one of the recreational vehicles/trailers is permitted in the front yard on the driveway serving the dwelling, provided that the vehicle/trailer does not encroach upon the sidewalk; and
- Recreational vehicles and/or trailers may be stored in the rear yard.
- Independent of the timing restrictions in G.1.a-b, above, a recreational vehicle belonging to visitors of a resident may be permitted to park in the front yard driveway for a period not to exceed 10 days provided that this recreational vehicle is the only one parked in the front yard.

SECTION 13: Section 1204.10 (B) is hereby amended to read as follows:

B. Residential Parking. Parking spaces for Household Living use types or specified building types that are located in private garages or individual driveways do not have to be marked and count towards the required parking count. An area on a private residential lot is considered a parking space if:

- Dimensions.* The area is at least 10 feet wide and 20 feet deep in dimension and is not part of a driveway to a private garage;
- Encroachment.* The area does not encroach upon a public sidewalk;
- Surface.* The area has an improved hard surface as required in Section 1204.09 (K), Surfacing and Drainage; and
- Access.* The area is accessible from the street or alley.

SECTION 14: Section 1204.11 (D) is hereby amended to read as follows:

D. Surface and Drainage. All vehicular use areas shall be subject to the following standards with the exception of agricultural uses:

1. *Grading and Drainage.* All vehicular use areas shall be properly graded and drained so as to dispose of all surface water accumulated within the area of the parking lot.

2. *Drainage Easement.* In no instance shall a storm drainage facility be designed to allow the flow of water into abutting property without an approved easement.

3. *Paving Materials.* All vehicular use areas shall be surfaced with a pavement of concrete or asphaltic concrete of sufficient depth to meet the standard engineering practice for the design of pavements for the anticipated traffic load, and shall be so graded and drained to meet the requirements of this Code for the disposal of all surface water accumulated within the areas, and shall be so arranged and marked as to provide for orderly and safe loading, unloading, parking and storage of motor vehicles. Monroe, OH Chapter 1204 | pg. 267

4. *Alternative Paving Materials.* The City Engineer may approve alternative paving materials for parking areas not specified above if the City Engineer determines that the alternative, compared to the permitted materials, is substantially equal to or better in quality and durability.

SECTION 15: Table 1204.20-1 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.20-1 Development Landscaping Requirements	
Landscaping Element ¹	Location and Design
Foundation Landscaping (minimum of one below)	
Two ornamental trees or 10 shrubs for every 50 linear ² feet in foundation planting area(s) facing the front setback(s)	■ In the HC, GC, EC, LI, and HI zoning districts, the foundation plantings may be immediately abutting the foundation or within a maximum of 10 feet of the foundation. If the plantings are not immediately abutting the foundation, then the space between the foundation and plantings shall be designed for pedestrian circulation ■ In the residential, MU, and DT zoning districts, the required foundation planting may be met with tree wells, planters, and landscaped plazas ■ The remainder of the area designated for foundation plantings shall be landscaped with groundcover or consist of xeriscape groundcover, rocks, decorative pavers, or stamped, dyed concrete
Two ornamental trees or 10 shrubs for every 50 linear feet in foundation planting area(s) facing the side setback(s) ² .	
One ornamental tree or 5 shrubs for every 50 linear feet ² in foundation planting area(s) facing the rear setback(s).	
Parking Islands	
Endcap island with groundcover ³ and 1 canopy tree and 3 shrubs for a single row and 2 canopy trees and 6 shrubs for a double row.	■ At the end of all parking rows ■ Each endcap island shall be a minimum of 9' wide and the length of the parking row⁴ with 10-foot curb radii on the side closest to the drive aisle ■ All vegetation used provides for clear visibility between two to six feet above level of the ground
Corner island with groundcover ³ and 1 canopy tree or 3 evergreen or ornamental trees	

Landscaping Element ¹	Location and Design
Interior island with groundcover ³ and 1 canopy tree and 3 shrubs for a single row and 2 canopy trees and 6 shrubs for a double row.	- In the middle of parking rows planted at intervals of not less than one island for each 15 parking spaces - Each interior island shall be a minimum of 9' wide and the length of the parking row with 5-foot curb radii on the side closest to the drive aisle - All vegetation use provides for clear visibility between two to six feet above level of the ground
Median with groundcover ³ and ornamental Grasses, shrubs, or planters	- A minimum, along the entire centerline of alternating double parking rows - Each median shall be a minimum of 6' wide - All vegetation use provides for clear visibility between two to six feet above level of the ground
Site Landscaping	
Front Yard Landscaping	- Plantings make up no less than 20 percent of required front yard - This landscaping may be used to fulfill the perimeter landscaping requirements.
Perimeter Landscaping	- The perimeter of all parking lot areas shall be screened with one canopy tree for every 5 parking spaces and with one technique listed in Table 1204.20-, Parking Area Screening Techniques. - All non-parking space vehicular use areas (i.e. access drives, drive-through lanes, etc.) shall be screened with one canopy tree for every 50 linear feet and three shrubs for every 15 linear feet.
Other	
Use of locally-sourced mulch wherever much is provided on-site	Provided at a minimum depth of three inches.
Tree quantity exceeds required quantity based on the requirements of this Section	--
Existing tree larger than 12-inch caliper is removed	
Table Notes: - Existing trees that are properly located may be used in lieu of required trees. - Measured parallel to the building. - The groundcover area shall not include concrete, asphalt, or other impervious surfaces, with the exception of xeriscape groundcover, rocks, decorative pavers, or stamped, dyed concrete which may be used only within the first one and a half feet of the parking island to allow persons to access their vehicle without stepping on landscaping. The height of the groundcover plant species chosen shall not interfere with sight distance triangles along access drives or anywhere throughout the parking lot.	

SECTION 16: Table 1204.26-1 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.26-1 Allowed Sign Type By District								
Sign Type	Residential Districts	Mixed-Use or Non-Residential Districts						
	RR, SR, GR, NC, UR	MU	DT	HC	GC	EC	LI, HI	
Permanent Attached Signs								
Awning	--	P	See 2.06(I), Sign Standards for DT District	P	P	P	P	
Canopy (Attached)	--	P		P	P	P	P	
Hanging	--	P		P	P	P	--	
Marquee	--	P		P	P	P	P	
Mural	--	P		--	--	--	--	
Projecting	--	P		P	P	--	--	
Wall	P	P		P	P	P	P	
Window	--	P		P	P	P	P	
Permanent Freestanding Signs								
Access	P	P	See 2.06(I), Sign Standards for DT District	P	P	P	P	
Canopy (Freestanding)	--	--		P	P	--	--	
Directory	--	P		P	P	P	P	
Menu Board	--	--		P	P	--	--	
Monument	P ¹	P		P	P	P	P	
Subdivision Entry	P	P		P	P	P	P	
Pole Mounted	--	--		P	--	--	--	
Subdivision Pylon Sign	--	--		P	P	P	P	

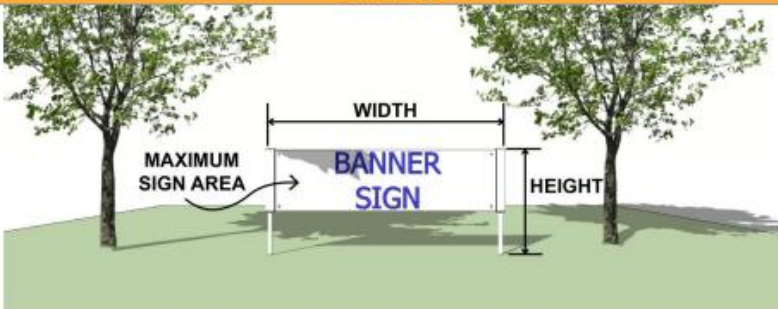
NOTES: "--" = Not Permitted; "P"=Permitted

1. Monument signs in residential subdivisions shall only be allowed on permitted nonresidential uses when indicated and approved on a final plat (See [Chapter 1205, Subdivision Standards](#)).

SECTION 17: Section 1204.27 (C) is hereby amended to read as follows:

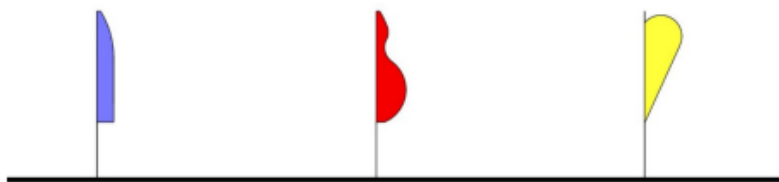
C. Total Number of Signs Permitted. Any property may choose a combination of any of the permitted sign types stated in so long as no more than two total signs are permitted unless allowed in accordance with Table 1204.27-1, *Allowed Temporary Signs*.

SECTION 18: Table 1204.27-1 of the Planning and Zoning Code is hereby amended as follows:

Table 1204.27-1, Allowed Temporary Signs							
Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts					
	RR, SR, GR, NC, UR	MU	DT	HC	GC	EC	LI, HI
Banner Sign							
							
Number Allowed	1 per property	1 per property or 1 per tenant in a multitenant building					

Max Area	40 SF	40 SF	Shall not exceed the size of permitted wall sign	50 SF
Max Height	-- Attached: Below eave line or parapet wall; Ground Mounted: 5 ft.			
Illumination	--	Ambient Only		
Min Separation	--	25 feet from other temporary signs		
Max Days Sign May be Displayed (Cycle)	--	30 days		
Max Cycles per Calendar Year	--	4		
Other Standards	1. Banners may be made of any cloth, bunting, plastic, paper, or similar non-rigid material. 2. Banners shall be attached to any structure, staff, pole, rope, wire, or framing which is anchored on two or more edges or at all four corners.			

Feather Sign



Number Allowed	--	1 per 50 ft. of street frontage with a max. of 3 per street frontage
----------------	----	--

Maximum Area	--	24 SF
Maximum Height	--	8 ft.
Minimum Setback	--	5 ft.
Illumination	--	Ambient Only
Maximum Days Sign May be Displayed (Cycle)	--	15 days
Maximum Cycles per Calendar Year	--	4

Freestanding Temporary Sign



Number Allowed	1 on site of development project or subdivision actively under construction
Maximum Area	32 SF per side (2 side maximum)
Maximum Height	6 ft.
Minimum Separation	5 ft. from other temporary signs
Minimum Setback	5 ft.
Maximum Days Sign May be Displayed	Duration of construction
Other Signs	A detached temporary sign is prohibited from a property that already has a permanent freestanding sign

H-Frame Sign



Number Allowed	1 per street frontage
Max Area	9 SF
Max Height	6 ft.
Min Setback	6 feet from edge of pavement and 20 ft. from an intersection
Illumination	Ambient only
Max Days Signs May be Displayed (Cycle)	90 days
Max Cycles Per Calendar Year	2

Sandwich Board Sign



Number Allowed	--	1 per ground floor entrance	--
Max Area	--	12 SF	--
Max Height	--	6 ft.	--

Placement	--	1. On sidewalk or on private property; 2. The sign is located in front of, and within 12 feet of the main entrance to the establishment it advertises; 3. Placement of the sign allows a minimum of 5 ft. of unobstructed sidewalk clearance between it and any building or other obstruction to protect accessibility; and 4. The sign must be free-standing and shall not be affixed, chained, anchored, or otherwise secured to the ground or to any pole, parking meter, tree, tree grate, fire hydrant, railing, or other structure.	--
Min Setback	--	10 ft.	--
Illumination	--	--	--
Max Days Signs May be Displayed (Cycle)	--	Removed at the end of normal business hours	--
Max Cycles Per Calendar Year	--	N/A	--
Other Standards	--	1. The sign must be internally weighted so that it is stable and windproof; 2. The design of the sign (which includes the color, lettering style, symbols, and material) shall complement and be compatible with the design of the establishment's primary sign(s), abutting properties, and the general streetscape in the immediate vicinity of the establishment. 3. The sign must be made of natural or natural-looking materials. Rough-cut plywood is not acceptable material.	--

Yard Sign



Number Allowed	No maximum number	--	One Every 30 ft.; Max. of 5	--	--
Max Area	6 SF per side	--	9 SF per side	--	--
Max Height	4 ft.	--	4 ft.	--	--
Min Setback	5 feet from edge of pavement	--	5 feet from edge of pavement	--	--
Illumination	Ambient only	--	Ambient Only	--	--
Max Days Signs May be Displayed (Cycle)	N/A	--	30 days, with not less than 30 days between display periods	--	--
Max Cycles Per Calendar Year	N/A	--	N/A	--	--

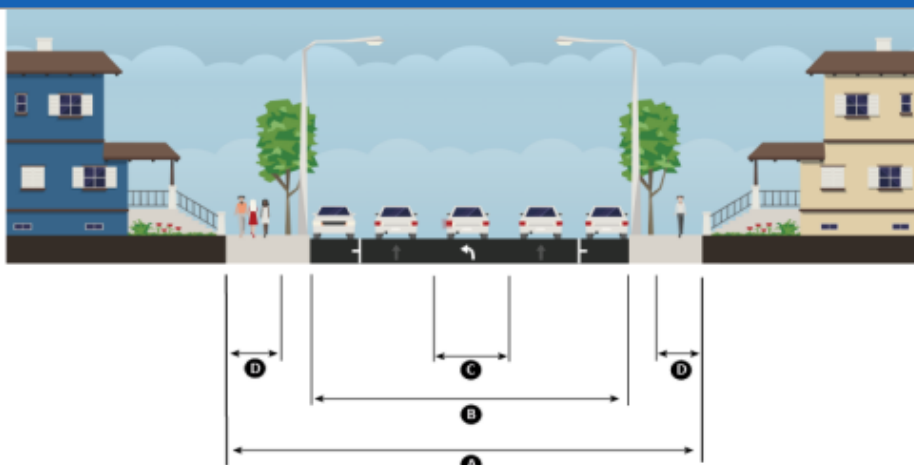
Table Note: SF = Square Feet

SECTION 19: Section 1205.04 (A) (2) is hereby amended to read as follows:

2. *Grading.* The streets shall be graded, surfaced, and improved to the dimensions required by this Code. All streets shall be graded the full width of the right-of-way. Grading for street improvements shall not create soil slopes exceeding a vertical rise of one foot for every three feet of horizontal distance unless otherwise recommended and approved by the City Engineer.

SECTION 20: Table 1205.05-1 of the Planning and Zoning Code is hereby amended as follows:

Table 1205.05-1, Street Cross-Section Standards



Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required / Number of Lanes (B)	Turning Lane ² / Median (C)	Sidewalk Width (D)
Interstate Freeway/Interstate	Freeway/Interstate Standards Determined by State and Federal Agencies			
Major Arterials	80 ft.	40 ft. / 5	11 ft.	6 ft. ³
Minor Arterials	70 ft.	40 ft. / 5	11 ft.	6 ft. ³
Collector Street	60 ft.	28 ft. / 3	11 ft.	6 ft. ³
Local and Marginal Access Streets	50 ft.	28 ft. / 2 ³	--	5 ft.
Alley	20 ft.	20 ft. / 1	--	--

TABLE NOTES:

-- = Not required

1. The turning lane may contain a planted median at intervals approved by the City Engineer.
2. May provide a nine-foot wide parking lane on one side of the street. All parking to be determined by City Engineer.
3. Sidewalk widths within the Mixed-Use and Downtown zoning districts shall be increased to 8 ft. or to a width determined by the City Engineer to facilitate pedestrian activity.

Source of Graphic: StreetMix.net

SECTION 21: Section 1205.05 (C) is hereby amended to read as follows:

C. Visibility and Curvature.

1. *Horizontal Visibility.* Horizontal visibility on curved streets and vertical visibility on all streets shall be maintained along the centerlines as established in Table 1205.05-1, *Visibility and Curvature*.
2. *Horizontal Curvature.* Horizontal curvature measured along the center line shall have a minimum radius as established in Table 1205.05-1, *Visibility and Curvature*.

Table 1205.05-2, Visibility and Curvature

Street Type	Horizontal and Vertical Visibility	Minimum Horizontal Curvature
Major and Minor Arterials	500 ft.	500 ft.
Collector Streets	300 ft.	300 ft.
Local and Marginal Streets	100 ft.	150 ft.

3. *Vertical Curves.* All changes in grades shall be connected by vertical curves of sufficient radii to provide smooth transitions and required sight distances.

4. *Reverse Curves.* Between reverse curves on major arterial streets there shall be a tangent of not less than 100 feet, and on collector and local streets such tangent shall be not less than 40 feet. For hillside areas between reverse curves on major arterial streets there shall be a tangent of not less than 50 feet, and on collector streets such tangents shall not be less than 20 feet.

SECTION 22: Section 1205.05 (F) is hereby amended to read as follows:

F. Curbs and Gutters.

1. *Applicant Requirement.* Curbs and gutters shall be installed by the applicant in compliance with the specifications of the City. Curb construction shall be roll-type curbs on all collector and local streets. Straight curbs shall be required along arterial road pavements, unless modified with approval of a variance or waiver is approved in accordance with the provisions in Chapter 1207, Development Review Procedures.
2. *Standards.* Curbs shall be concrete and designed and constructed in accordance with the standards established by the Public Works Department.

SECTION 23: Section 1205.06 (G) is hereby amended to read as follows:

G. Shared Use Paths, Trails, and Bike Lanes.

1. *Adopted Plans.* On-street bike lanes and off-street shared-use paths or trails shall be developed in accordance with the City's comprehensive plan, an adopted parks and recreation plans, or regional trail plans to link major attractions and destinations throughout the community, including neighborhoods, parks, schools, churches, Butler Tech campus, the downtown, major employment centers, and shopping areas.
2. *Linear Corridors.* Development that abuts a linear corridor that is identified in an adopted parks and recreation plan, transportation, or other adopted City plans, shall provide an easement for and construct the shared use path or trail on the development site in accordance with any adopted plan unless waived by the City Engineer.
3. *Material.* Trails shall be constructed of asphalt or concrete and shall meet the specifications set forth in the standards established by the Public Works Department.
4. *Minimum Width.* The minimum width of a required trail or shared use path shall be a minimum 11 feet wide and follows the Ohio Department of Transportation (ODOT) Multimodal Design Guide.
5. *Maintenance Responsibilities.* All trails, private or public, shall be marked as such, and maintenance responsibilities shall be established at the time of platting.

SECTION 24: Section 1205.08 (B) is hereby amended to read as follows:

B. Large Scale Utility Structures. Any utility cabinet or structure that is larger than four square feet on any face, other than a principal building, shall be subject to the following requirements:

1. *Location.* The utility structure shall be located to the rear or side of lots to the maximum extent feasible.
2. *Exception to Location.* If the applicant demonstrates to the Planning Commission that the utility structure can only be located in a front yard, the structure shall be landscaped in a manner that will allow access to the unit but otherwise buffer the view of the structure. The applicant shall be required to provide a landscaping plan as part of the installation of such structure, regardless if the utility is exempt from zoning

SECTION 25: Section 1205.10 is hereby amended to read as follows:

A. Generally. Prior to actual construction of required public improvements and before construction plans are final approved or an application for final plat is authorized, the developer shall utilize one of the methods set out in this Section for the purpose of assuring the installation of such improvements deemed necessary or appropriate in the public interest. Bonding is regulated in accordance with Chapter 1052 of the Monroe Codified Ordinances.

B. Form. All performance improvement and maintenance bonds shall be submitted in a form and amount established and made available to the public by the Public Works Department and City of Monroe Construction Standard and Engineering Guide Handbook. All surety companies shall be authorized to conduct surety business in the State of Ohio. No individual sureties shall be allowed.

C. Estimated Costs.

1. *Review and Approval.* Prior to the developer securing bonds, line item estimates for all items to be bonded shall be submitted to the City Engineer for approval and in order to determine the bonding amounts.

2. *Line Item Estimate Requirements.* Upon approval of the construction drawings by the City Engineer, and before starting any construction work, the developer's engineer shall prepare and submit to the City Engineer and/or the agencies having jurisdiction over sanitary sewer or water (where applicable), an independent estimate of costs, by item of work, the item unit, number of units, unit price, and total cost for each item to be bonded of the following items in a manner and format determined by the Public Works Department:

- a. Construction surveying;
- b. Construction of roads, storm and sanitary sewers, sanitary treatment plants, pumping stations, and water supply systems;
- c. Drainage structures;
- d. Erosion control, stormwater management basins, restoration of land and site clean-up; and
- e. Other related items as determined by the Public Works Director.

3. *Other Requirements.* The total estimated cost, including labor, shall be prepared and signed by the developer's engineer. The Public Works Director and/or the agencies having jurisdiction over sanitary sewer or water (where applicable), may add to the developer's estimate an amount to cover contingencies, including permit and inspection costs, to arrive at the total estimated cost. The approved total of estimated costs shall be the basis for the establishment of the performance bond amount.

D. Public Improvement Bonds. Public improvement bonds shall be required for all private projects involving the installation of public utilities, and/or roadways as outlined in Chapter 1052 of the Monroe Codified Ordinances.

1. *Submittal.* Prior to the final approval of the construction drawings by the City of Monroe and prior to the start of construction, the developer shall post public improvement bonds, in an amount determined by the City of Monroe, of the estimated cost of the public improvements, to secure the performance and construction of the public improvements. The bonding forms, as made available by the Public Works Department, shall be used when submitting bonds.

E. Type of Security. The City of Monroe will accept security in any of the following forms. The developer may select the form of security that best suits their situation. The forms of acceptable security are as follows:

1. *Cash or Cashier's Check.* The subdivider shall provide the City of Monroe with cash or a cashier's check in an amount equal to the cost estimate as approved by the Public Works Director, of all uncompleted and unaccepted site improvements required by these regulations. Upon completion of the required site improvements and their acceptance by the Public Works Director, the amount will be refunded to the subdivider by the City of Monroe.

2. *Surety Bond.* If security is provided in the form of a cash escrow or a surety bond by a surety company authorized to do business in the State of Ohio, the applicant shall deposit with the Office of the Public Works Director a cash amount or certified check endorsed to the escrow agent for a face value in an amount of at least the amount specified by the Public Works Director. A surety bond or cash escrow account shall accrue to the City of Monroe for administering the construction, operation, and maintenance of the improvements.

3. *Surety Obligation of National Bank.* A National Bank may bind itself as surety to indemnify the City should the developer default in the installation of the development improvements if it has a segregated deposit sufficient to cover the bank's total potential liability. Therefore, an authorized representative of the national bank must sign the security agreement, which

signature shall also constitute a certification that the national bank has a segregated deposit sufficient in amount to cover the bank's total potential liability.

F. Reductions.

1. Following the performance of improvements in a development, the developer may request a reduction in the bond. Such requests may be made in writing to the Public Works Director and shall be granted at the sole discretion of the City of Monroe.

2. After preliminary acceptance of the constructed improvements and a complete set of as-built plans have been received and approved by the City of Monroe in hard copy and digital format, the public improvement bond may be reduced to an amount determined by the City of Monroe.

G. Duration. A maintenance bond will be held for a period of 12 months beyond the approval date of the improvements and after the top course of asphalt has been applied, to cover any defects in the construction of the improvement to be determined by the City of Monroe. After this period and after the final inspection and completion of any punchlist items, the maintenance responsibility of the developer may be released. A bond covering the completion of any outstanding items, i.e. sidewalks and erosion control, shall be held until home or building construction or lots developed in the section bonded has reached 80% and all other improvements have been completed to the satisfaction of the City.

SECTION 26: Table 1207.10-1 of the Planning and Zoning Code is hereby amended as follows:

Table 1207.10-1, Development Review Summary							
♦ = Pre-Application Conference Required Pu = Published Notice Required M = Mailed Notice Required -- = Not Required/Not Applicable							
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)	Cross-Reference to Related Standards
				Review/Recommend	Final Decision		
Improvement Plan and Permit Decisions							
Sign Permit (1207.11)	Prior to installing, relocating, or modifying a sign	--	--	Director		1 year	Article 04.06, Signage
Construction Plans (1207.12)	Prior to construction of required public improvements and recording of the final plat	--	--	City Engineer		2 years	--

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required | Pu = Published Notice Required
M = Mailed Notice Required | -- = Not Required/Not Applicable

Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration¹ (1207.09)	Cross-Reference to Related Standards
				Review/Recommend	Final Decision		
Improvement Plan and Permit Decisions							
Certificate of Occupancy (1207.13)	Upon completion of construction or prior to a change in occupancy in order to occupy a building or structure	--	--	Chief Building Official		None	Part Fourteen, Building and Housing Code
Zoning Permit (1207.14)	Prior to establishing a new use/change in use, change to a Limited Use as denoted in 1203.02, Use Table	--	--	Director		1 year	1203.04, Limited Use Standards
Site Development and Use Decisions							
Site Plan (1207.15)	Prior to any development of any use unless specifically exempted in this PZC	◆	--	Director		1 year	Chapter 1206, Development and Design Standards
Master Development Plan (1207.16)	As part of a zoning map amendment to PUD, for development in the MU zoning district, or development in two phases or more	◆	Pu M	Director	Planning Commission or City Council	1 year	1202.07, Planned Unit Development 2.05(A), Mixed-Use (MU)
Floodplain Development Permit (1207.17)	Refer to Part Fourteen, Title 6, Chapter 1446, Flood Damage Reduction, of the City's Code of Ordinances.						
Master Sign Plan (1207.18)	Prior to constructing, installing, placing, or relocating a sign or modifying a sign's dimensions or illumination	◆	--	Director		1 year	1204.28, Master Sign Program
Minor Modification of Approved Plan (1207.19)	In order to make a limited modification to an application that has already been approved but has not received a Certificate of Occupancy	--	--	Same review body that makes initial approval		Same as the application being modified	--

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required | Pu = Published Notice Required
M = Mailed Notice Required | -- = Not Required/Not Applicable

Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)	Cross-Reference to Related Standards
				Review/Recommend	Final Decision		
Improvement Plan and Permit Decisions							
Conditional Use Permit (1207.20)	Prior operation of any land use that is designated as a conditional use as denoted in 1203.02, Use Table	◆	Pu M	Director	Planning Commission	None, unless specified in approval	1203.05, Conditional Use Standards
Temporary Use Permit (1207.21)	Prior to establishing a temporary use related to a public or commercial event unless specifically exempted in this PZC		--	Director		As specified in approved application	1203.08, Temporary Uses and Structures
Text and Zoning Map Amendment Decisions							
Text Amendment (1207.22)	Prior to a change of the text in this PZC	◆	Pu	1st: Director 2nd: Planning Commission	City Council	None	--
Zoning Map Amendment (1207.23)	Prior to establishing or expanding a building type or use prohibited in the current zoning district	◆	Pu M ²	1st: Director 2nd: Planning Commission	City Council	None	Chapter 1202, Zoning Districts and Dimensional Standards
Relief and Appeal Decisions							
Administrative Adjustment (1207.24)	In order to make a limited modification to numerical standards on an application or permit that has already been approved but that has not received a certificate of occupancy	--	--	Director		Same as the associated application	--

Table 1207.10-1, Development Review Summary

◆ = Pre-Application Conference Required | Pu = Published Notice Required
M = Mailed Notice Required | -- = Not Required/Not Applicable

Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)	Cross-Reference to Related Standards
				Review/Recommend	Final Decision		
Improvement Plan and Permit Decisions							
Variance (1207.25)	Prior to submittal of an application that varies from the applicable standards of this PZC	◆	Pu M	Director	Board of Zoning Appeals	None	Chapter 1202, Zoning Districts and Dimensional Standards; Chapter 1203, Land Uses; and Chapter 1204, Development and Design Standards
Floodplain Variance (1207.26)	Refer to Part Fourteen, Title 6, Section 1446.28, Appeals and Variances of the City's Code of Ordinances.						
Subdivision Design and Improvement Waiver (1207.27)	Concurrent with submittal of a preliminary plat where the applicant wishes to vary from the subdivision design standards	◆	Pu M	1st: City Engineer 2nd: Director 3rd: Planning Commission	City Council	Same as the associated plat	Chapter 1205, Subdivision Standards
Appeals (1207.28)	Within 30 days after an appellant or their agent received notice or the action of the official that is the subject of the appeal	--	Pu M	Varies based on decision being appealed. Refer to 1207.28		None	--
Platting Decisions							
Minor Plat (1207.29)	In order to subdivide land into five or fewer lots on an existing street that doesn't require the creation of a street or expansion of municipal facilities	--	--	City Engineer	Director	30 days/ None after recordation	Chapter 1205, Subdivision Standards
Amending Plat (1207.30)	In order to make a minor modification to a recorded plat	◆	--	Director		30 days / None after recordation	

Table 1207.10-1, Development Review Summary							
◆ = Pre-Application Conference Required Pu = Published Notice Required M = Mailed Notice Required -- = Not Required/Not Applicable							
Development Application (Cross-Reference to Procedure)	Submittal Timing	Pre-Application Conference	Public Notice (1207.06)	Review and Decision		Expiration ¹ (1207.09)	Cross-Reference to Related Standards
				Review/Recommend	Final Decision		
Improvement Plan and Permit Decisions							
Preliminary Plat (1207.31)	Prior to a Final Plat in order to subdivide land into six or more lots or lots that require the creation of a street or the expansion of municipal facilities	◆		1st: City Engineer 2nd: Director 3rd: Planning Commission	City Council	1 year after recommendation / 5 years after approval	
Final Plat (1207.32)	Following approval of a preliminary plat and completion of improvements	--		1st: City Engineer 2nd: Director	City Council	1 year / none after recordation	
Replat (1207.33)	Prior to changing the number of lots on a recorded Final Plat	◆		1st: City Engineer 2nd: Director	Planning Commission	1 year / none after recordation	
Vacating Plat (1207.34)	Prior to removing the force of a recorded plat covering a property or properties	◆		1st: City Engineer 2nd: Director	Administrative body that approved the original Minor, Amending, Replat, or Final Plat	1 year/none after recordation	

Tables Notes:

1. The days in the "Expiration" column are measured from the date of the issued approval. Expiration occurs if the applicant does not commence the construction or work prior to the expiration or does not, as determined by the Director, diligently pursue completion of the project or the subsequent required approval. For Site Plan approval, construction is deemed to have begun when all necessary excavation and piers or footings of the principal building have been completed.
2. Only applies to zoning map amendment applications for 10 or fewer parcels.

SECTION 27: Section 1207.25 is hereby amended to read as follows:

A. Purpose. The purpose of a Variance is to provide limited relief from the requirements of this PZC (e.g., lot area, setback, height, parking spaces required, etc.), where strict application of a particular requirement will create an unnecessary hardship by preventing the use and development of land in a reasonable manner that is otherwise allowed under this PZC.

B. Specific Review Criteria.

1. *Review and Decision.* To approve, approve with conditions, or deny the application, the applicable development review body per Table 1207.10-1, *Development Review Summary*, shall:

- a. Common Review Criteria. Consider all applicable common review criteria as denoted in Table 1207.07-1, *Common Review Criteria*; and
- b. Practical Difficulty. Determine and make specific findings of fact that the literal enforcement of this PZC will result in practical difficulty. To make this determination, the following factors shall be considered:
 - i. Whether special conditions and circumstances exist that are peculiar to the land or structure involved and are not applicable generally to other lands or structures in the same zoning district (e.g., exceptional irregularity, narrowness, shallowness or steepness of the lot, or adjacency to nonconforming and inharmonious uses, structures, or conditions);
 - ii. Whether special conditions or circumstances exist as a result of actions of the owner;

- iii. Whether the variance is substantial and is the minimum necessary to make possible the reasonable use of the land or structures;
- iv. Whether the essential character of the neighborhood would be substantially altered;
- v. Whether adjoining properties would suffer substantial detriment as a result of the variance;
- vi. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;
- vii. Whether the variance would adversely affect the delivery of governmental services such as water, sewer, refuse pickup;
- viii. Whether the granting of the Variance requested will confer on the applicant any special privilege that is denied by this regulation to other lands, structures, or buildings in the same district;
- ix. Whether the property owner's predicament can feasibly be removed through some method other than a Variance; and
- x. Whether the spirit and intent behind the PZC requirement would be observed and substantial justice done by granting a Variance;

2. *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.

C. Amendment Review Procedures. In addition to the procedures outlined in Article 07.01, Common Development Procedures, the following procedures shall apply:

1. *Amendment That Increases Extent or Severity.* If a proposed amendment to an approved Variance would increase the extent or severity of the Variance, then the applicant shall submit the request as a new Variance and repeat the procedures required by this Chapter.

2. *Amendment That Reduces Extent or Severity.* If a proposed amendment to an approved Variance would decrease the extent or severity of the Variance, then the amendment may be approved by the Director (e.g., if the original Variance approval allowed a 10-foot setback instead of a 20-foot setback, the Director may approve an amendment if the applicant only needs a five-foot setback).

D. Time Limit. No variance shall be valid for a period longer than one year from the date of variance approval unless the applicant receives approval through a zoning compliance inspection, if a zoning compliance inspection is required for the action subject to the variance.

E. Effect.

1. *Authorization.* The approval of a Variance shall authorize only the particular variation as detailed in the subject application.

2. *Other Required Approvals.* Development authorized by the Variance shall not be carried out until the applicant has secured all other approvals required by this PZC or any other applicable provisions of the City Code of Ordinances. Approval of a Variance shall not ensure subsequent approvals for other applications unless the relevant and applicable portions of this PZC or other applicable provisions are met.

SECTION 28: Section 1208.01 (C) (1) is hereby amended to read as follows:

C. Major and Minor Nonconformities. Nonconformities are classified as major or minor, as follows:

1. *Major.* The Director shall make the determination of whether a nonconformity is "major" by considering if it:

- a. Prohibited Uses. Is a use that is no longer permitted;
- b. Nuisances. Generates nuisances;
- c. Adjacent Properties. Is incompatible with adjacent properties;
- d. Comprehensive Plan. Is incompatible with the Comprehensive Plan;
- e. Crime. Generates substantiated criminal complaints; or
- f. Health and Safety. Poses a risk to public health and safety.

SECTION 29: Section 1208.02 (B) (2) is hereby amended to read as follows:

2. Enlargement or Extension.

a. Major Nonconforming Uses. Nonconforming uses classified as major nonconformities shall not be enlarged, expanded, increased, or extended to occupy a greater area of land that was occupied on the effective date of this PZC. No structures containing a major nonconforming use shall be enlarged unless the major nonconforming use is permanently discontinued.

b. Minor Nonconforming Uses. Nonconforming uses classified as minor nonconformities may be enlarged or increased, nor extended to occupy a greater area of land than was occupied on the effective date of this PZC subject the following:

i. Residential Uses. A minor nonconforming residential use in any district may be increased or improved provided the structure continues to be used for residential purposes only and meets all required setbacks; or

ii. Nonresidential Uses. A minor nonconforming, nonresidential use, may be increased or improved, regardless of the applicable zoning district, where the owner of such use can demonstrate through application to the BZA that the manner in which the useable area of the nonconforming use will be increased or improved will have minimal adverse impact upon adjacent properties and other permitted land uses in the surrounding neighborhood or can be made compatible with the adjacent properties and the uses in the surrounding neighborhood upon compliance with specified conditions.

SECTION 30: Section 1209.03 is hereby amended and supplemented to read as follows:

Sign, Subdivision Pylon means a freestanding sign other than a pole sign permanently affixed to the ground by supports with a solid base directing attention to a subdivision.

SECTION 31: 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: _____

CURRENT REGULATION	A/R/C	PROPOSED CHANGE	REASON FOR CHANGE	WORD DOC PAGE #
Table 2.03(B)-1 SR Lot and Building Standards	Remove	0.5 AC (24,780-sf)	Unnecessary language	21
Table 2.03(C)-1 GR Lot and Building Standards	Change	Alter lot size, lot width, setbacks for building types	Enable development of desired product type	26
Table 2.03(C)-1 GR Lot and Building Standards	Add	2. The first number represents only one side yard setback as permitted for the zero-lot line dwelling unit as allowed in the SR zoning district. The second number represents the minimum for the non-zero setback side. See the definition in Section 1209.03, Definitions. In the case of townhouses and single-unit attached/duplex building types, the first number represents the shared lot line between units and the second number is a minimum between buildings.	Clarifying language	27
Table 2.03(D)-1 NC Lot and Building Standards	Remove	Remove "Street Side Setback" from table	We do not use that language, duplicate with front yard	31
Table 2.03(E)-1 UR Lot and Building Standards	Change	Alter lot size, lot width, setbacks for building types	Enable development of desired product type	35
1202.04(F)(1)and(2) Development Types	Add	For the purposes of this requirement, Zero Lot Line and Single-Unit Detached development types are not considered separate building or development types.	Encourage mulitple housing types in a development	40
1203.04 Limited Use Standards Multiplex	Change	Entrance. Only one entrance into the structure shall be directly visible from any public right-of-way or private street.	Cover all streets, not just public	149
Table 1204.06-2 Duplex	Remove	Remove transparency requirement	Unnecessary language	217
1204.06€ Townhouse Dwellings	Remove	"Parking is located in the rear"	Allow for front load garages	217
Table 1204.06-3 Townhouse	Remove	Remove transparency requirement	Unnecessary language	220
1204.06(F) Mulitplex	Change	Details include a principal entrance facing the street with secondary entrances in one or more locations. Each is defined by a porch, stoop, or recessed entry. Parking is located in the side or rear of the property.	Create consistency between intent, reference images, and text	220
Table 1204.06-4 Multiplex	Remove	Remove transparency requirement	Unnecessary language	222
Table 1204.06-5 Multi-Unit	Remove	Remove transparency requirement	Unnecessary language	225
1204.07(C) Mixed Use	Change	C.Mixed-Use and Nonresidential. All mixed-use and nonresidential buildings in the MU, HC, and GC and DT -districts, as well as any mixed use or nonresidential uses permitted in residential zoning districts, shall comply with the paragraphs below and shall comply with this Paragraph and Table 1204.07-1, Mixed-Use and Nonresidential Building Standards.	Condensing Mixed Use and Commercial building standards as they were virtually the same	226
1204.07(C)(4) Mixed Use	Add	"Canopies/porticos above the entrance"	Condensing Mixed Use and Commercial building standards as they were virtually the same	227
1204.07(D) Nonresidential	Remove	Removed section as it was combined with mixed use	Condensing Mixed Use and Commercial building standards as they were virtually the same	232
1204.07(D) Nonresidential	Change	Change title to "Industrial"	Deleted Nonresidential section due to condensing above	232
Table 1204.07-1 Mixed Use Building Standards	Change	Change table title to "Mixed Use and Nonresidential Building Standards"	Condensing Mixed Use and Commercial building standards as they were virtually the same	231
1204.09(F) Parking Loading and Circulation	Change	a. From the period of time beginning one week prior to Memorial Day through Veterans Day - June 1 through November 15, one of the recreational vehicles/trailers is permitted in the front yard on the driveway serving the dwelling, provided that the vehicle/trailer does not encroach upon the sidewalk; and	Simplify regulation with specific dates rather than tying to a date that may change	261
1204.10 Off-Street Parking Spaces Required	Add	Parking spaces for Household Living use types or specified building types that are located in private garages or individual driveways do not have to be marked and count towards the required parking count.	Clarify that these parking areas count towards the overall number of spaces	263
1204.10(D) Surface and Drainage	Remove	1. Alternative Paving Materials. The City Engineer may approve alternative paving materials for parking areas not specified in Subsection B, Surface and Drainage, above; if the City Engineer determines that the alternative, compared to the permitted materials, is substantially equal to or better in quality and durability.	Unnecessary language	273

1204.18 Traffic Impact Study	Add	To promote efficient access management, a complete and accepted TIS for a proposed development shall be submitted with the site plan, preliminary plat, Master Development Plan, Zoning Map Amendment, Conditional Use , or Planned Unit Development plan	Clarify that the TIS needs to be complete rather than an incomplete study just submitted	291
Table 1204.20-1 Development Landscaping Requirements	Add	Foundation Landscaping (minimum of one below)	Clarifying language. Provide options/flexibility	299
Table 1204.20-1 Development Landsdcaping Requirements	Add	Plantings make up no less than 20 percent of required front yard	Clarifying language	300
Table 1204.20-1 Development Landsdcaping Requirements	Add	Interior island with groundcover and 1 canopy tree and 3 shrubs for a single row and 2 canopy trees and 6 shrubs for a double row	Clarifying language	300
Table 1204.20-1 Development Landscaping Requirements	Change	Replace Perimeter Landscaping requirements with perimeter requirements further down in the section as they are essentially the same	Grouping like requirements together	300
Table 1204.20-1 Development Landsdcaping Requirements Table Notes	Remove	4. See Item H in Figure 1204.20-1, below for an example of a perimeter parking interval	No longer using that note number	301
Table 1204.22-1 Parking Area Screening Technique	Change	Move table closer to Development Landscape table	Grouping like requirements together	302
Table 1204.26-2 Allowed Attached Permanent Signs	Change	Alter table to align permissions from permitted sign types to regulations table		318
Table 1204.26-1 Allowed Sign	Add	Add "P" for Subdivision Pylon Sign for EC, LI, HI	Consistency with sign table below	318
Table 1204.26-2 Allowed Attached Permanent Signs	Change	Adjust total SF for marquee signage		322
Table 1204.26-2 Allowed Attached Permanent Signs	Change	Make reference to DT code on table instead of general sign code section	Correction	319
1204.27 Temporary Signs	Remove	"10. No temporary sign shall be mounted, attached, affixed, installed, or otherwise secured by any permanent means to any building, permanent sign, other structure, or improvement, or to the ground upon which it is erected;"	Repeated regulation from #5	335
1204.27(C) Temporary Signs	Add	B.Total Number of Signs Permitted. Any property may choose a combination of any of the permitted sign types stated in so long as no more than two total signs are permitted unless allowed in accordance with Table 1204.27-1, Allowed Temporary Signs.	Clarify limitations on number of temp signs allowed	336
Table 1204.27-1 Banner Sign	Add	"1 per property" for Residential Districts, "1 per property or 1 per tenant in a multitenant building" for LI, HI	Allow sign type option across zoning districts	336
Table 1204.27-1 Banner Sign	Add	"40 SF" to Max Area for Residential Districts for Banner Signs	Allow sign type option across zoning districts	336
Table 1204.27-1 Banner Sign	Change	"Attached: Below eave line or parapet wall; Ground Mounted: 5 ft." Merge cell across zoning districts	Consistency across zoning districts	336
Table 1204.27-1 Temporary Sign	Change	Specify for projects active under construction and extend duration to the full course of construction	Provide additional flexibility	338
1204.31-1 Outdoor Lighting Standards	Remove	Remove "Zoning" from table heading	Unnecessary language	346
1205.04(A)	Remove	1. <i>Grading</i> . The streets shall be graded, surfaced, and improved to the dimensions required by this Code. All streets shall be graded the full width of the right-of-way. Grading for street improvements shall not create soil slopes exceeding a vertical rise of one foot for every three feet of horizontal distance unless otherwise recommended and approved by the City Engineer and Planning Commission .	Should be under the purview of City Engineer only	359
1205.05-1 Street Cross-Section Standards, Table Notes	Change	1. Sidewalk widths within the Mixed-Use and Downtown zoning districts shall may be increased to 8 ft. or to a width determined by the City Engineer to facilitate pedestrian activity.	Enforceability	363
1205.05(C)(3)	Remove	3. Variances or Waivers. These requirements may only be reduced where topographic or other conditions warrant, with approval of a variance or waiver is approved in accordance with the provisions in Chapter 1207, Development Review Procedures.	Should be under the purview of City Engineer only	364
1205.05(F)(1)	Remove	1. <i>Concrete Curb and Gutter</i> . Concrete curb and gutter shall be provided along the outside edge of all street pavements, except in RR, LI, and HI zoning districts where curb and gutter requirements may be modified with approval of a variance or waiver is approved in accordance with the provisions in Chapter 1207, Development Review Procedures .	Should be under the purview of City Engineer only	364
1205.05(G)	Add	Add period at end of sentence	Grammatical	365
1205.06(G)	Add	Trails and Bike Lanes to "Shared Use Paths, Trails, and Bike Lanes"	Consistency in language	365
1205.06(G)	Add	"off-street shared-use trails" to "off-street shared-use paths or trails"	Consistency in language	363
1205.08(B)(3)	Remove	1. Exception to Screening Requirement. Utility structures in the industrial zoning districts shall not be subject to this screening requirement.	Already managed in landscaping code section	370
1205.10(H)	Remove	No text under this section	Error	374
1207.10-1 Development Review Summary, Certificate of Occupancy	Add	"Upon completion of construction or prior to a change in occupancy"	Grammatical	394
1207.10-1, Development Review Summary, Master Development Plan	Add	"Planning Commission" to "Planning Commission or City Council"	Clarify some cases go to PC, others to CC	394
Table 1207.10-1 Development Review Summary, Administrative Adjustment	Add	In order to make a limited modiciation to numerical standards on an application or permit that has already been approved"	Add flexibility for application or approved permit	395
Table 1207.10-1 Development Review Summary, Subdivision Design and Improvement Waiver	Change	Add Planning Commission as a recommending body and Council as final say	Council now approves preliminary plats	396
1207.25 Variance(B)	Change	Move further down in the section, change title from "Specific Review Procedures" to "Amendment Review Procedures"	More logical order	408

1208.01(C)	Add	a. Prohibited Uses. Is a use that is no longer permitted;		414
1208.02(B)	Change	A minor nonconforming, nonresidential use, may be increased or improved, regardless of the applicable zoning district, where the owner of such use can demonstrate through application to the BZA that the manner in which the useable area of the nonconforming use will be increased or improved will have minimal adverse impact upon adjacent properties and other permitted land uses in the surrounding neighborhood or can be made compatible with the adjacent properties and the uses in the surrounding neighborhood upon compliance with specified conditions.		417
1209 Definitions	Change	"Sign, Pylon" to "Sign, Subdivision Pylon" and "affixed to the ground by supports with a solid base directing attention to a subdivision"	Create consistency with the term used elsewhere in the code	451
1209 Definitions	Add	Solid Surface means a solid, paved material for parking, loading, access, and storage primarily for, but not limited to, vehicles, materials, equipment, and multimodal movement. A solid surface includes asphalt, concrete, or other all-weather surface approved by the City Engineer. A solid surface does not include compacted gravel, chipseal surfacing, or recycled asphalt (RAP).	Provide clear definition of solid surface and that all paved surfaces for vehicles, etc. shall utilize either asphalt or concrete	452



November 19, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-11-11— Public Hearing—Consideration of Various Text Amendments to the Planning and Zoning Code

Dear City Council,

This letter is to inform Council that on November 18, 2025, Planning Commission voted 5 - 0 to recommend to City Council approval of Case No. 2025-11-11—Consideration of Various Text Amendments to the Planning and Zoning Code.

A copy of the recommended draft amendments are attached.

Sincerely,

Robert Duckworth
Planning Commission Chair

ORDINANCE NO. 2025-49

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

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

THE UNDERSIGNED, BEING THE OWNER OF 8.9912 ACRES OF LAND IN PART LOT #2293 OF THE CITY OF MONROE AND LOCATED IN SECTION 35, TOWN 3, RANGE 3, BETWEEN THE MIAMIS, THE CITY OF MONROE, BUTLER COUNTY, OHIO, DOES HEREBY ASSENT TO AND ADOPT THE ACCOMPANYING PLAT OF SUBDIVISION TO BE KNOWN AS MONROE CROSSINGS, SECTION FIVE, BLOCK D AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER, IN ACCORDANCE WITH THE LAWS IN SUCH CASES MADE AND PROVIDED, THE STREETS AND ROADWAYS AS SHOWN ON SAID PLAT, AND DECLARES THE SAME TO BE FREE AND UNENCUMBERED.

OWNER: MONROE CROSSINGS II, LLC
AN OHIO LIMITED LIABILITY COMPANY

TITLE: _____

STATE OF: _____

COUNTY OF: _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2025, BEFORE THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME
MONROE CROSSINGS II, LLC, AN OHIO LIMITED LIABILITY COMPANY, AS REPRESENTED BY
_____, ITS _____, WHO
ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE THEIR
VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR LAST AFORESAID.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

EASEMENTS ON SAID PLAT, DESIGNATED AS UTILITY EASEMENTS, ARE PROVIDED FOR THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF POLES, WIRES AND CONDUITS, AND THE NECESSARY ATTACHMENTS IN CONNECTION THEREWITH, FOR THE TRANSMISSION OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND OTHER PURPOSES; FOR THE CONSTRUCTION AND MAINTENANCE OF SERVICE OF UNDERGROUND STORM WATER DRAINS, CLUSTER MAILBOX UNITS, PIPELINES FOR SUPPLYING GAS, WATER, HEAT, AND OTHER PUBLIC OR QUASI PUBLIC UTILITY FUNCTIONS TOGETHER WITH THE NECESSARY LATERAL CONNECTIONS; THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENTS; AND TO CUT, TRIM OR REMOVE TREES AND UNDERGROWTH OR OVERHANGING BRANCHES WITHIN SAID EASEMENT OR IMMEDIATE ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS. THE PURPOSE OF SAID EASEMENTS IS TO PROVIDE AND MAINTAIN AND ENSURE THE CLEARANCE OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; 2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; 3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITY OR; 4) CREATE A HAZARD.

THE ABOVE EASEMENTS ARE ALSO PROVIDED FOR OTHER PUBLIC USES AS DESIGNATED AND SHALL BE USED FOR THE CONSTRUCTION OF STORM WATER DRAINS, OPEN CHANNELS, PUBLIC AND PRIVATE SEWERS, PIPELINES FOR THE SUPPLYING OF WATER, CABLE TELEVISION, CLUSTER MAILBOX UNITS, AND FOR ANY OTHER PUBLIC OR QUASI PUBLIC UTILITY OR FUNCTION, CONDUCTED, MAINTAINED OR PERFORMED BY ORDINARY METHODS BENEATH OR ABOVE THE SURFACE OF THE GROUND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOTS TO AND FROM SAID EASEMENTS.

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("**GRANTOR**") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE COMPANIES AND THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE COMPANIES SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS DESIGNED "**UTILITY EASEMENTS**" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY TELECOMMUNICATIONS OR OTHER UTILITIES ("**GRANTEE FACILITIES**" OR "**FACILITIES**"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVER-HANGING BRANCHES WITHIN THE EASEMENT AREA TO MAINTAIN OR ADJUST THE ADJACENT UTILITY EASEMENT AREAS. SUCH STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO: (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; OR (3) INTERFERE WITH THE ABILITY TO MAINTAIN, HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS,

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

IT IS UNDERSTOOD THAT THE CITY OF MONROE WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION, UNLESS ON-SITE SYSTEMS ARE PROPOSED AND APPROVED.

ALL BUILDINGS TO BE SERVED BY THE PUBLIC SEWER SYSTEM SHALL BE CONSTRUCTED SO AS TO PROVIDE A MINIMUM OF FOUR (4) FEET OF VERTICAL SEPARATION BETWEEN THE PUBLIC SANITARY SEWER, AT THE POINT OF CONNECTION, AND THE LOWEST BUILDING LEVEL SERVED BY A GRAVITY SEWER CONNECTION. IN ADDITION, SAID BUILDING LEVEL SHALL BE AT LEAST ONE FOOT (1') ABOVE THE LOWEST POINT OF FREE-OVERFLOW (NON-SEALED MANHOLE COVER) UPSTREAM OF ANY DISCHARGE POINT OF THE BUILDING INTO THE PUBLIC SEWER. THE DISCHARGE FROM SAID BUILDING SHALL BE KEPT ON A MINIMUM SERVICE LEVELS SHALL BE RECORDED ON THE "AS-BUILT" PLANS FOR THE DEVELOPMENT WHICH WILL BE KEPT ON FILE IN THE OFFICE OF THE BUTLER COUNTY WATER & SEWER DEPARTMENT.

PRIVATE DRIVEWAYS, PARKING LOTS AND OTHER PAVED AREAS, EARTHEN BERMS, OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER SHALL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOP, METER PITS, MANHOLES, OR OTHER STRUCTURES THAT MAY BE NEAR OR ADJACENT TO PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINES AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATER MAIN EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREOF.

THE BUTLER COUNTY WATER & SEWER DEPARTMENT DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE RELOCATION, REPAIR OR REPLACEMENT OF ANY OTHER UTILITY INSTALLED WITHIN FIVE (5) FEET OF THE CENTERLINE OF ANY SANITARY SEWER MAIN.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER WOULD BE ANY PIPING THAT EXTENDS OUT FROM THE MAIN BARREL OF THE SEWER MAIN.

ALL LOTS SHOWN HEREON SHALL BE SERVED BY PUBLIC SANITARY SEWERS AND WATER.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

HIGH WATER TABLES ARE APPARENT IN THIS AREA. IF BASEMENTS ARE CONSTRUCTED, IT IS THE RESPONSIBILITY OF THE BUILDER TO TAKE SPECIAL PRECAUTIONS TO INSURE THE BASEMENT STAYS DRY.

DIRECTOR OF DEVELOPMENT

THIS PLAT IS SUBJECT TO PRESENT AND FUTURE REGULATIONS OF THE BUTLER COUNTY BOARD OF HEALTH.

ENTERED FOR TRANSFER _____ A.D., 2025.

TRANSFERRED _____ A.D., 2025.

AUDITOR, BUTLER COUNTY, OHIO

BY: _____
DEPUTY

FILED FOR RECORD _____ AT _____

RECORDED _____ PAGES

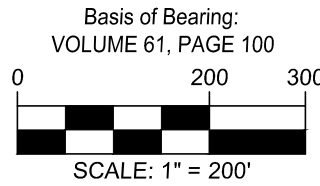
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RECORDED, BUTLER COUNTY, OHIO BY: DEPUTY

FILE _____ FEE _____

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR MONROE CROSSINGS, SECTION FIVE, BLOCK D; MONUMENTS ARE SET AND THEIR LOCATION AND SIZE ARE AS SHOWN ON THE PLAT; AND THE CITY OF MONROE SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE.

THOMAS M. EDWARDS
PROFESSIONAL SURVEYOR #8941
IN THE STATE OF OHIO

[illegible]

**MONROE CROSSINGS
SECTION FIVE, BLOCK D**

RECORD PLAT



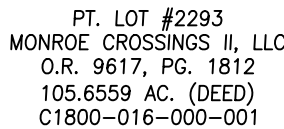
Drawing:

Drawn by: PAH

Checked By: TME

Sheet:

1/2



CENTERLINE CURVE TABLE					
Curve	Delta	Radius	Length	Chord	
5	29°28'55"	500.00'	257.28'	N69°31'56"W	254.45'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-16	2°12'37"	525.00'	20.25'	S64°59'50"E 20.25'
EC-17	8°02'09"	35.00'	4.91'	S84°07'39"W 4.90'

PT. LOT #2435
CITY OF MONROE
O.R. 9998, PG. 442
C1800-017-000-002

BENCHMARK

FOUND MAG SPIKE AT THE
INTERSECTION OF BLUE SPRINGS
DRIVE AND MORGAN DRIVE
ELEVATION = 761.42'

TOTAL ACREAGE

TOTAL LOTS:	7.6006 ACRES
TOTAL RIGHT-OF-WAYS:	1.2784 ACRES
TOTAL OPEN SPACES:	0.1122 ACRES
<u>TOTAL AREA OF SUBDIVISION:</u>	<u>8.9912 ACRES</u>

CENTERLINE LENGTH

BLUE SPRINGS DRIVE: 617.82 L.F.
BRAY COURT: 406.71 L.F.

NOTES:

1. BASIS OF BEARINGS: SURVEY VOLUME 61, PAGE 100.
2. PRIOR DEED REFERENCE: OFFICIAL RECORD 9617, PAGE 1812.
3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT.
5. ALL DOCUMENTS USED AS SHOWN.
6. TYPICAL FIVE (5) FOOT PRIVATE DRAINAGE EASEMENT PROVIDED ON BOTH SIDES OF EVERY LOT LINE, INSIDE THE PLATTED AREA, NOT PRESENTLY LABELED WITH AN EASEMENT.
7. OPEN SPACE LOT 6358 IS COVERED BY A SANITARY SEWER EASEMENT IN ITS ENTIRETY.

LEGEND

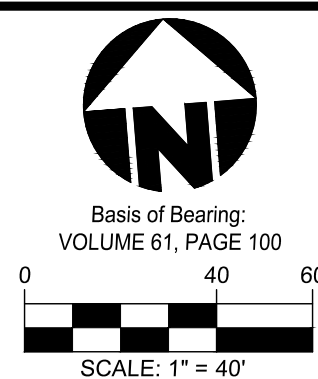
- Found 5/8" Iron Pin (cap as noted)
- ⊗ Found 1" Iron Pin capped "Bayer Becker"
- △ Found MAG Nail
- Set 1" Diameter x 30" Long
Iron Pin Capped "Bayer Becker"

R/W - Ex Right of Way

M.O.E.=MINIMUM OPENING ELEVATION
M.F.O.E.=MINIMUM FRONT OPENING ELEVATION
M.R.O.E.=MINIMUM REAR OPENING ELEVATION

 -Sanitary Sewer Easement

100 YR.DR.RT. = 100-YEAR DRAINAGE
ROUTE

[illegible]

**MONROE CROSSINGS
SECTION FIVE, BLOCK D**

SECTION 35, TOWN 3, RANGE 3 BTM
CITY OF MONROE
BUTLER COUNTY, OHIO

RECORD PLAT



Drawing: 10.0200 RB 5D

Drawn by: BAH

Checked By:	TME
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Issue Date: _____

Sheet:

2/2

ORDINANCE NO. 2025-50

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2025-37, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2025.

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

SECTION 2: There be appropriated from the GENERAL FUND:

1110 GENERAL GOVERNMENT

000	<i>FUND EXPENSES</i>	
	OPERATING EXPENSES	51,500
	OTHER	-
	<i>TOTAL</i>	<u>51,500</u>
110	<i>CITY COUNCIL</i>	
	PERSONAL SERVICES	253,495
	OPERATING EXPENSES	183,700
	<i>TOTAL</i>	<u>437,195</u>
120	<i>CITY MANAGER'S OFFICE</i>	
	PERSONAL SERVICES	576,360
	OPERATING EXPENSES	495,245
	<i>TOTAL</i>	<u>1,071,605</u>
125	<i>INFORMATION TECHNOLOGY</i>	
	PERSONAL SERVICES	373,387
	OPERATING EXPENSES	496,652
	<i>TOTAL</i>	<u>870,039</u>
130	<i>HUMAN RESOURCES</i>	
	PERSONAL SERVICES	535,763
	OPERATING EXPENSES	295,120
	<i>TOTAL</i>	<u>830,883</u>
135	<i>ECONOMIC DEVELOPMENT</i>	
	PERSONAL SERVICES	142,326
	OPERATING EXPENSES	260,000
	<i>TOTAL</i>	<u>402,326</u>
140	<i>DEVELOPMENT</i>	
	PERSONAL SERVICES	605,912

	OPERATING EXPENSES	464,900	
	OTHER EXPENSES	4,000	
	CAPITAL EXPENSES	3,200,000	
	<i>TOTAL</i>	<u>4,274,812</u>	
145	<i>ENGINEERING</i>		
	PERSONAL SERVICES	489,968	
	OPERATING EXPENSES	640,750	
	<i>TOTAL</i>	<u>1,130,718</u>	
150	<i>FINANCE</i>		
	PERSONAL SERVICES	1,187,247	
	OPERATING EXPENSES	401,168	
	OTHER EXPENSES	1,400,000	
	<i>TOTAL</i>	<u>2,988,415</u>	
160	<i>MAYOR'S COURT</i>		
	PERSONAL SERVICES	131,196	
	OPERATING EXPENSES	23,300	
	<i>TOTAL</i>	<u>154,496</u>	
TOTAL GENERAL GOVERNMENT			12,211,989
PUBLIC SAFETY			
220	<i>PUBLIC SAFETY COMMUNICATIONS</i>		
	PERSONAL SERVICES	876,182	
	OPERATING EXPENSES	133,550	
	<i>TOTAL</i>	<u>1,009,732</u>	
250	<i>POLICE</i>		
	OTHER EXPENSES	4,150,000	
	<i>TOTAL</i>	<u>4,150,000</u>	
270	<i>FIRE</i>		
	OTHER EXPENSES	4,350,000	
	<i>TOTAL</i>	<u>4,350,000</u>	
TOTAL PUBLIC SAFETY			9,509,732
PUBLIC WORKS			
310	<i>STREET</i>		
	OTHER EXPENSES	750,000	
	<i>TOTAL</i>	<u>750,000</u>	
330	<i>BUILDINGS AND GROUNDS</i>		

	OPERATING EXPENSES	623,000	
	<i>TOTAL</i>	<i>623,000</i>	
340	<i>CEMETERY</i>		
	OTHER EXPENSES	35,000	
	<i>TOTAL</i>	<i>35,000</i>	
390	<i>SEWER</i>		
	OTHER EXPENSES	15,000	
	<i>TOTAL</i>	<i>15,000</i>	
TOTAL PUBLIC WORKS			1,423,000

PARKS AND RECREATION

410	<i>PARK OPERATION AND MAINTENANCE</i>		
	PERSONAL SERVICES	409,981	
	OPERATING EXPENSES	329,000	
	<i>TOTAL</i>	<i>738,981</i>	
TOTAL PARKS AND RECREATION			738,981

OTHER FINANCING USES

710	<i>CAPITAL IMPROVEMENTS</i>		
	OTHER EXPENSES	-	
	<i>TOTAL</i>	<i>-</i>	
810	<i>DEBT SERVICE</i>		
	OTHER EXPENSES	650,000	
	<i>TOTAL</i>	<i>650,000</i>	
TOTAL OTHER FINANCING USES			650,000

TOTAL GENERAL FUND 24,533,702

GRAND TOTAL GENERAL FUND **24,533,702**

SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:

2101 PUBLIC SAFETY INCOME TAX FUND

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

2210 STREET FUND

PUBLIC WORKS

	PERSONAL SERVICES	2,216,816	
	OPERATING EXPENSES	1,023,600	
	TOTAL		3,240,416
2220	STATE HIGHWAY FUND		
	PUBLIC WORKS		
	OPERATING EXPENSES	91,250	
	TOTAL		91,250
2230	MOTOR VEHICLE LICENSE		
	PUBLIC WORKS		
	OPERATING EXPENSES	200	
	TOTAL		200
2310	FIRE - 1989 LEVY FUND		
	PUBLIC SAFETY		
	PERSONAL SERVICES	5,603,405	
	OPERATING EXPENSES	1,043,268	
	OTHER EXPENSES	3,800	
	TOTAL		6,650,473
2330	PUBLIC SAFETY FEMA GRANT FUND		
	PUBLIC SAFETY		
	OPERATING EXPENSES	500	
	TOTAL		500
2370	ONEOHIO OPIOID SETTLEMENT FUND		
	GENERAL GOVERNEMENT		
	OPERATING EXPENSES	20,000	
	TOTAL		20,000
2410	POLICE LAW ENFORCEMENT		
250	PUBLIC SAFETY		
	PERSONAL SERVICES	4,305,046	
	OPERATING EXPENSES	1,014,780	
	TOTAL		5,319,826
2420	DARE GRANT FUND		
250	PUBLIC SAFETY		
	PERSONAL SERVICES	-	
	OPERATING EXPENSES	6,500	
	TOTAL		6,500
2430	ENFORCEMENT & EDUCATION FUND		
250	PUBLIC SAFETY		

	OPERATING EXPENSES	3,000	
	TOTAL		3,000
2510	COURT TECHNOLOGY IMPROVEMENT		
	GENERAL GOVERNMENT		
	OPERATING EXPENSES	12,500	
	TOTAL		12,500
2600	2004 TIFS		
	DEVELOPMENT INCENTIVES		
	OPERATING EXPENSES	52,172	
	OTHER EXPENSES	4,767,458	
	TOTAL		4,819,630
2700	2004 RIDS		
	DEVELOPMENT INCENTIVES		
	OPERATING EXPENSES	76,824	
	OTHER EXPENSES	6,020,947	
	TOTAL		6,097,771
GRAND TOTAL SPECIAL REVENUE FUNDS			29,662,066

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

3101	CAPITAL INCOME TAX FUND		
	GENERAL GOVERNMENT		
	CAPITAL EXPENSES	125,500	
	PUBLIC SAFETY		
	CAPITAL EXPENSES	200,000	
	PUBLIC WORKS		
	OPERATING EXPENSES	-	
	CAPITAL EXPENSES	1,360,936	
	OTHER FINANCING USES		
	OTHER EXPENSES	514,500	
	TOTAL		2,200,936
3110	PARK IMPROVEMENT FUND		
	PARKS AND RECREATION		
	OPERATING	-	
	CAPITAL EXPENSES	385,000	
	TOTAL		385,000

3120 CAPITAL IMPROVEMENT FUND*GENERAL GOVERNMENT*

CAPITAL EXPENSES -

PUBLIC SAFETY

CAPITAL EXPENSES -

PUBLIC WORKS

OPERATING EXPENSES 500

CAPITAL EXPENSES 3,386,618

TOTAL 3,387,118**6120 WATER CAPITAL IMPROVEMENT FUND***PUBLIC WORKS*

OPERATING EXPENSES 100,000

CAPITAL EXPENSES 942,684

TOTAL 1,042,684**6125 WATER METER REPLACEMENT FUND***PUBLIC WORKS*

OPERATING EXPENSES 30

CAPITAL EXPENSES 250,000

TOTAL 250,030**GRAND TOTAL CAPITAL PROJECTS FUNDS**

7,265,768

SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:**4110 G.O. BOND RETIREMENT***GENERAL GOVERNMENT*

DEBT SERVICE EXPENSE 815,541

TOTAL 815,541**4210 WATER BOND RETIREMENT***PUBLIC WORKS*

DEBT SERVICE EXPENSE 435,352

TOTAL 435,352**4310 S.A. BOND RETIREMENT FUND***GENERAL GOVERNMENT*

OPERATING EXPENSES 100

DEVELOPMENT INCENTIVES

OTHER EXPENSES 1,337,261

TOTAL 1,337,361

4410 INCOME TAX BOND RETIREMENT FUND*GENERAL GOVERNMENT*

DEBT SERVICE EXPENSE	614,463	
<i>TOTAL</i>		<i>614,463</i>

GRAND TOTAL DEBT SERVICE FUNDS

3,202,717

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110 S.A. STREET LIGHTING FUND*GENERAL GOVERNMENT*

OPERATING EXPENSES	10	
<i>TOTAL</i>		<i>10</i>

GRAND TOTAL SPECIAL ASSESSMENT FUNDS

10

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

6110 WATER FUND*PUBLIC WORKS*

PERSONAL SERVICES	1,257,736	
OPERATING EXPENSES	1,985,300	
OTHER EXPENSES	950,000	
<i>TOTAL</i>		<i>4,193,036</i>

6210 SEWER FUND*PUBLIC WORKS*

PERSONAL SERVICES	107,365	
OPERATING EXPENSES	1,322,200	
<i>TOTAL</i>		<i>1,429,565</i>

6310 STORM WATER FUND*PUBLIC WORKS*

PERSONAL SERVICES	249,700	
OPERATING EXPENSES	352,650	
CAPITAL EXPENSES	471,688	
<i>TOTAL</i>		<i>1,074,038</i>

6410 GARBAGE FUND*PUBLIC WORKS*

PERSONAL SERVICES	127,143	
OPERATING EXPENSES	1,127,000	
<i>TOTAL</i>		<i>1,254,143</i>

6510 CEMETERY FUND			
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	94,600	
	<i>TOTAL</i>		134,600
6610 STREET LIGHTING FUND			
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	153,050	
	<i>TOTAL</i>		153,050
GRAND TOTAL ENTERPRISE FUNDS			<u>8,238,432</u>

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

7100 CEMETERY MAINTENANCE TRUST FUND			
	<i>FUND EXPENSE</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		37,500
7110 MOUND CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		37,500
7120 LONG STREET CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		250
7310 FIRE HISTORIC PRESERVATION FUND			
	<i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		-
7320 FIRE LOSS SECURITY FUND			
	<i>PUBLIC SAFETY</i>		
	OPERATING	24,000	
	<i>TOTAL</i>		24,000
7410 DRUG LAW ENFORCEMENT TRUST FUND			
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	20,000	

TOTAL

20,000

GRAND TOTAL TRUST AND AGENCY FUNDS

119,250

TOTAL ALL APPROPRIATIONS

73,021,945

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

City of Monroe

Supplemental Appropriations
December 9, 2025

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	GENERAL GOVERNMENT						
140	DEVELOPMENT						
	CAPITAL EXPENSES	-	3,200,000	3,200,000	100.0%	11114300-53701	Account used for initial purchase of PW Facility Land - Bond Anticipation Notes (BANs) will reimburse General Fund
	PUBLIC WORKS						
340	CEMETERY						
	OTHER EXPENSES	50,000	35,000	(15,000)	-30.0%	11134000-55901	Reduce transfer to Cemetery Fund by \$15k to utilize for Sewer Fund
390	SEWER						
	OTHER EXPENSES	-	15,000	15,000	100.0%	11139000-55901	Transfer to ensure positive year-end fund balance
2210	STREET FUND						
	PUBLIC WORKS						
	OPERATING EXPENSES	1,015,900	1,023,600	7,700	0.8%	22131000-52365	Appropriate Insurance Reimbursement of \$7,700 received on 11/7/25 for guardrail repair
2600	2004 TIFS						
	DEVELOPMENT INCENTIVES						
	OPERATING EXPENSES	40,872	52,172	11,300	27.6%	2633-52301	Additional Tax Collection Fees due to increased TIF collections
3101	CAPITAL INCOME TAX FUND						
	PUBLIC WORKS						
	CAPITAL EXPENSES	2,249,386	1,360,936	(888,450)	-39.5%	31013100-53714-5PW04 - (293,450) 31013100-53714-5PW05 - (595,000)	Moving ODOT Pedestrian Crossings (5PW04) & SS4A Safety Action Plan (5PW05) from Income Tax Capital Fund to Capital Improvement Fund due to grant funding
3120	CAPITAL IMPROVEMENT FUND						
	PUBLIC WORKS						
	CAPITAL EXPENSES	2,498,168	3,386,618	888,450	35.6%	31230000-53714-5PW04 - 293,450 31230000-53714-5PW05 - 595,000	Moving ODOT Pedestrian Crossings (5PW04) & SS4A Safety Action Plan (5PW05) from Income Tax Capital Fund to Capital Improvement Fund due to grant funding
4110	G.O. BOND RETIREMENT						
	GENERAL GOVERNMENT						
	DEBT SERVICE EXPENSE	781,657	815,541	33,884	4.3%	41100058-54811	To book cost of issuance of BAN renewal, which is offset by \$49,350 received from notes
4210	WATER BOND RETIREMENT						
	PUBLIC WORKS						
	DEBT SERVICE EXPENSE	435,336	435,352	16	0.0%	42100058-54811-OWDA4	OWDA Loan payment \$16 more than estimate
6410	GARBAGE FUND						
	PUBLIC WORKS						
	OPERATING EXPENSES	1,122,000	1,127,000	5,000	0.4%	64139000-52315	Additional funds to cover December Rumpke trash bill

ORDINANCE NO. 2025-51

AN ORDINANCE, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2026.

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

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT	
000	<i>FUND EXPENSES</i>	
	OPERATING EXPENSES	46,500
	OTHER	<u>-</u>
	<i>TOTAL</i>	<i>46,500</i>
110	<i>CITY COUNCIL</i>	
	PERSONAL SERVICES	154,635
	OPERATING EXPENSES	<u>192,900</u>
	<i>TOTAL</i>	<i>347,535</i>
120	<i>CITY MANAGER'S OFFICE</i>	
	PERSONAL SERVICES	568,595
	OPERATING EXPENSES	<u>515,245</u>
	<i>TOTAL</i>	<i>1,083,840</i>
125	<i>INFORMATION TECHNOLOGY</i>	
	PERSONAL SERVICES	370,585
	OPERATING EXPENSES	<u>659,497</u>
	<i>TOTAL</i>	<i>1,030,082</i>
130	<i>HUMAN RESOURCES</i>	
	PERSONAL SERVICES	546,315

	OPERATING EXPENSES	<u>289,750</u>
	<i>TOTAL</i>	836,065
135	<i>ECONOMIC DEVELOPMENT</i>	
	PERSONAL SERVICES	136,895
	OPERATING EXPENSES	<u>160,000</u>
	<i>TOTAL</i>	296,895
140	<i>DEVELOPMENT</i>	
	PERSONAL SERVICES	641,955
	OPERATING EXPENSES	459,500
	OTHER EXPENSES	<u>1,000</u>
	<i>TOTAL</i>	1,102,455
145	<i>ENGINEERING</i>	
	PERSONAL SERVICES	493,775
	OPERATING EXPENSES	<u>545,750</u>
	<i>TOTAL</i>	1,039,525
150	<i>FINANCE</i>	
	PERSONAL SERVICES	1,232,745
	OPERATING EXPENSES	382,950
	OTHER EXPENSES	<u>1,250,000</u>
	<i>TOTAL</i>	2,865,695
160	<i>MAYOR'S COURT</i>	
	PERSONAL SERVICES	134,810
	OPERATING EXPENSES	<u>22,150</u>
	<i>TOTAL</i>	156,960

TOTAL GENERAL GOVERNMENT	8,805,552
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PUBLIC SAFETY

220 *PUBLIC SAFETY COMMUNICATIONS*

PERSONAL SERVICES	957,460
OPERATING EXPENSES	<u>129,800</u>
<i>TOTAL</i>	<i>1,087,260</i>

250 *POLICE*

OTHER EXPENSES	<u>4,225,000</u>
<i>TOTAL</i>	<i>4,225,000</i>

270 *FIRE*

OTHER EXPENSES	<u>4,450,000</u>
<i>TOTAL</i>	<i>4,450,000</i>

TOTAL PUBLIC SAFETY	9,762,260
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PUBLIC WORKS

310 *STREET*

OTHER EXPENSES	<u>800,000</u>
<i>TOTAL</i>	<i>800,000</i>

330 *BUILDINGS AND GROUNDS*

OPERATING EXPENSES	<u>611,500</u>
<i>TOTAL</i>	<i>611,500</i>

340 *CEMETERY*

OTHER EXPENSES	<u>25,000</u>
<i>TOTAL</i>	<i>25,000</i>

TOTAL PUBLIC WORKS	1,436,500
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PARKS AND RECREATION**410** *PARK OPERATION AND MAINTENANCE*

PERSONAL SERVICES	413,835
OPERATING EXPENSES	<u>297,000</u>
<i>TOTAL</i>	<i>710,835</i>

TOTAL PARKS AND RECREATION **710,835**

OTHER FINANCING USES**710** *CAPITAL IMPROVEMENTS*

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

810 *DEBT SERVICE*

OTHER EXPENSES	<u>825,000</u>
<i>TOTAL</i>	<i>825,000</i>

TOTAL OTHER FINANCING USES **825,000**

TOTAL GENERAL FUND **21,540,147**

GRAND TOTAL GENERAL FUND **21,540,147**

SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:

2101 **PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES	3,550,000
OTHER EXPENSES	-
<i>TOTAL</i>	<i>3,550,000</i>

2210 **STREET FUND***PUBLIC WORKS*

		PERSONAL SERVICES	2,065,105	
		OPERATING EXPENSES	1,009,400	
		<i>TOTAL</i>		<i>3,074,505</i>
2220	STATE HIGHWAY FUND			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	91,250	
		<i>TOTAL</i>		<i>91,250</i>
2230	MOTOR VEHICLE LICENSE			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	200	
		<i>TOTAL</i>		<i>200</i>
2310	FIRE - 1989 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
		PERSONAL SERVICES	5,719,880	
		OPERATING EXPENSES	931,500	
		OTHER EXPENSES	3,800	
		<i>TOTAL</i>		<i>6,655,180</i>
2330	PUBLIC SAFETY FEMA GRANT FUND			
	<i>PUBLIC SAFETY</i>			
		OPERATING EXPENSES	1,500	
		<i>TOTAL</i>		<i>1,500</i>
2370	ONEOHIO OPIOID SETTLEMENT FUND			
	250 <i>GENERAL GOVERNMENT</i>			
		OTHER EXPENSES	20,000	
		<i>TOTAL</i>		<i>20,000</i>
2410	POLICE LAW ENFORCEMENT			
	250 <i>PUBLIC SAFETY</i>			

	PERSONAL SERVICES	4,338,875	
	OPERATING EXPENSES	931,700	
	<i>TOTAL</i>		<i>5,270,575</i>
2420	DARE GRANT FUND		
	250 PUBLIC SAFETY		
	PERSONAL SERVICES	-	
	OPERATING EXPENSES	6,500	
	<i>TOTAL</i>		<i>6,500</i>
2430	ENFORCEMENT & EDUCATION FUND		
	250 PUBLIC SAFETY		
	OPERATING EXPENSES	3,000	
	<i>TOTAL</i>		<i>3,000</i>
2450	OHIO PEACE OFFICER TRAINING FUND		
	250 PUBLIC SAFETY		
	OPERATING EXPENSES	65,000	
	<i>TOTAL</i>		<i>65,000</i>
2510	COURT TECHNOLOGY IMPROVEMENT		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	12,500	
	<i>TOTAL</i>		<i>12,500</i>
2600	2004 TIFS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	51,304	
	OTHER EXPENSES	3,861,957	
	<i>TOTAL</i>		<i>3,913,261</i>
2700	2004 RIDS		
	<i>DEVELOPMENT INCENTIVES</i>		

OPERATING EXPENSES	76,824	
OTHER EXPENSES	7,337,813	
<i>TOTAL</i>		<i>7,414,637</i>

GRAND TOTAL SPECIAL REVENUE FUNDS

30,078,109

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

3101 CAPITAL INCOME TAX FUND

GENERAL GOVERNMENT

CAPITAL EXPENSES 137,000

PUBLIC SAFETY

CAPITAL EXPENSES 283,456

PUBLIC WORKS

OPERATING EXPENSES -

CAPITAL EXPENSES 438,062

OTHER FINANCING USES

OTHER EXPENSES 611,800

TOTAL *1,470,318*

3110 PARK IMPROVEMENT FUND

PARKS AND RECREATION

OPERATING -

CAPITAL EXPENSES 350,000

TOTAL *350,000*

3120 CAPITAL IMPROVEMENT FUND

GENERAL GOVERNMENT

CAPITAL EXPENSES 1,800,000

PUBLIC SAFETY

		CAPITAL EXPENSES	120,600	
		<i>PUBLIC WORKS</i>		
		OPERATING EXPENSES	500	
		CAPITAL EXPENSES	4,540,399	
		<i>TOTAL</i>		<i>6,461,499</i>
6120	WATER CAPITAL IMPROVEMENT FUND			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	100,000	
		CAPITAL EXPENSES	400,000	
		<i>TOTAL</i>		<i>500,000</i>
6125	WATER METER REPLACEMENT FUND			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	30	
		CAPITAL EXPENSES	400,000	
		<i>TOTAL</i>		<i>400,030</i>
GRAND TOTAL CAPITAL PROJECTS FUNDS				<i>9,181,847</i>

SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:

4110	G.O. BOND RETIREMENT			
	<i>GENERAL GOVERNMENT</i>			
		DEBT SERVICE EXPENSE	850,853	
		<i>TOTAL</i>		<i>850,853</i>
4210	WATER BOND RETIREMENT			
	<i>PUBLIC WORKS</i>			
		DEBT SERVICE EXPENSE	431,730	
		<i>TOTAL</i>		<i>431,730</i>

4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	517,560	
	<i>TOTAL</i>		<i>517,660</i>

4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	614,063	
	<i>TOTAL</i>		<i>614,063</i>

GRAND TOTAL DEBT SERVICE FUNDS	<u>2,414,306</u>
---------------------------------------	-------------------------

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10	
	<i>TOTAL</i>		<i>10</i>

GRAND TOTAL SPECIAL ASSESSMENT FUNDS	<u>10</u>
---	------------------

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

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	1,296,785	
	OPERATING EXPENSES	2,560,300	
	OTHER EXPENSES	900,000	
	<i>TOTAL</i>		<i>4,757,085</i>

6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		

	PERSONAL SERVICES	112,975	
	OPERATING EXPENSES	1,322,200	
	<i>TOTAL</i>		<i>1,435,175</i>
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	257,680	
	OPERATING EXPENSES	310,650	
	CAPITAL EXPENSES	600,000	
	<i>TOTAL</i>		<i>1,168,330</i>
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	129,135	
	OPERATING EXPENSES	1,167,000	
	<i>TOTAL</i>		<i>1,296,135</i>
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	94,800	
	<i>TOTAL</i>		<i>134,800</i>
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	160,050	
	<i>TOTAL</i>		<i>160,050</i>
GRAND TOTAL ENTERPRISE FUNDS			<u>8,951,575</u>

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

7100 CEMETERY MAINTENANCE TRUST FUND
FUND EXPENSE

		OPERATING EXPENSES	10,000	
		CAPITAL EXPENSES	-	
		<i>TOTAL</i>		<i>10,000</i>
7110	MOUND CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	10,000	
		CAPITAL EXPENSES	-	
		<i>TOTAL</i>		<i>10,000</i>
7120	LONG STREET CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
		OPERATING EXPENSES	250	
		<i>TOTAL</i>		<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND			
	<i>PUBLIC SAFETY</i>			
		CAPITAL OUTLAY	-	
		<i>TOTAL</i>		<i>-</i>
7320	FIRE LOSS SECURITY FUND			
	<i>PUBLIC SAFETY</i>			
		OPERATING	-	
		<i>TOTAL</i>		<i>-</i>
7410	DRUG LAW ENFORCEMENT TRUST FUND			
	<i>PUBLIC SAFETY</i>			
		OPERATING EXPENSES	10,000	
		<i>TOTAL</i>		<i>10,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS				<u>30,250</u>

TOTAL ALL APPROPRIATIONS

72,196,244

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



2026 Annual Operating Budget

November 11, 2025



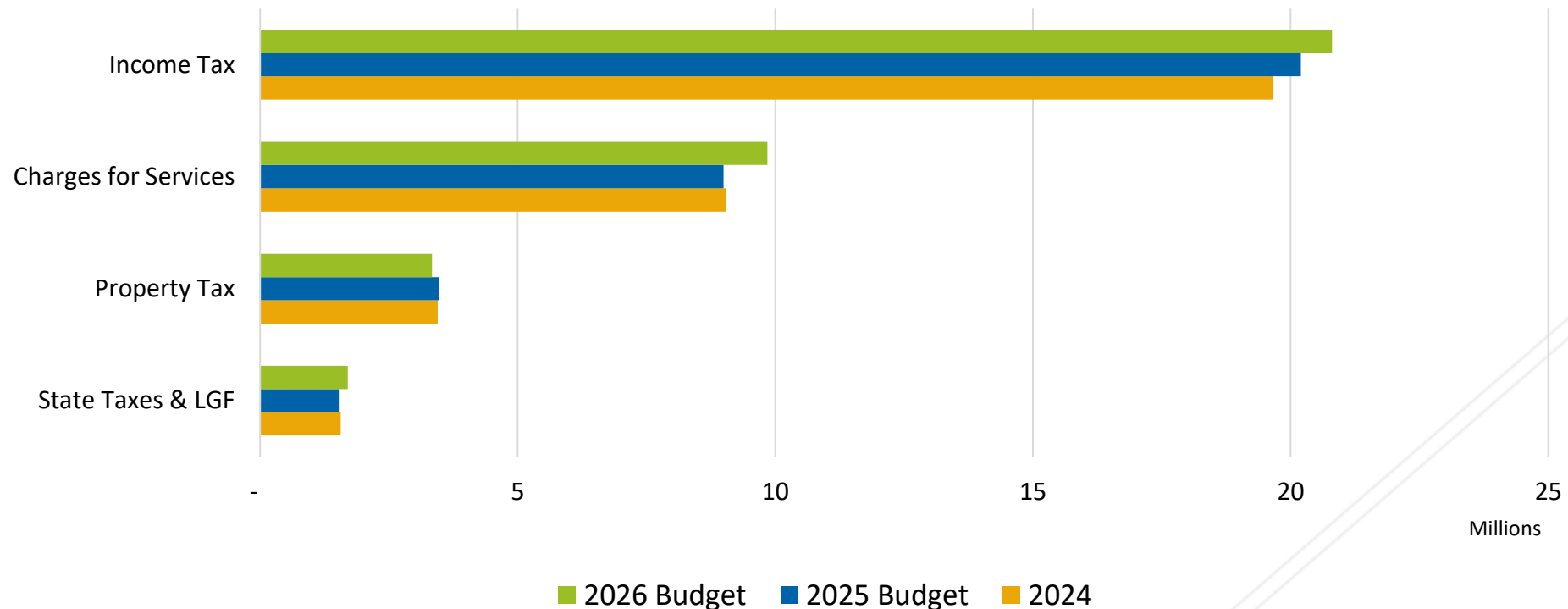
Budget Overview

- Budget Basics
 - Fiscal Year – January to December
 - Key Terms:
 - Fund: sum of money dedicated for a specific / restricted purpose
 - Fund Reserve: amount of money retained in a fund for an unforeseen emergency or need
 - Legal Level of Budgetary Control: Personal Services, Operating Expenditures, etc.
 - Balanced Budget: fund balance + estimated revenues equal or exceed projected expenditures
 - Expenditure: amount of money spent on a good or service
 - Encumbrance: amount of money reserved for a specific purchase
- Conservative Budgeting
 - Conservative on revenue growth & includes all known possible operating expenditures
 - Does not include any revenue that is not guaranteed such as Grant Applications, Sales Tax from recreational marijuana, etc.



Estimated Total Revenue

- Total Estimated Revenue (excluding transfers): \$50,047,250 – Up 2.2% vs 2025 budget & 4.2% vs 2024 Actual



- Approximately 70% of Total Revenue from the above 4 sources

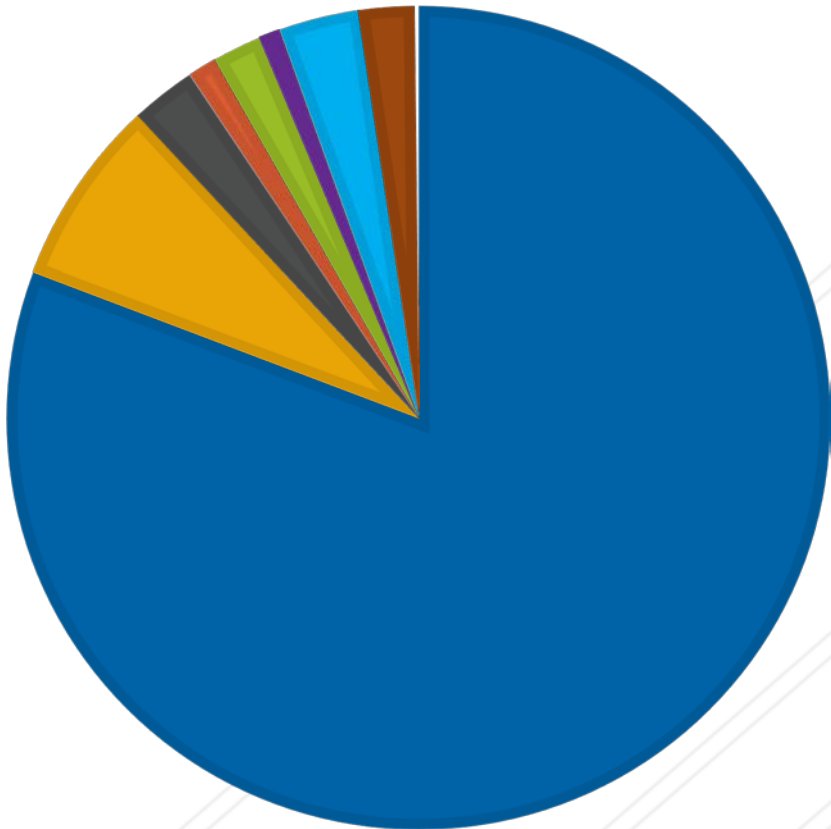
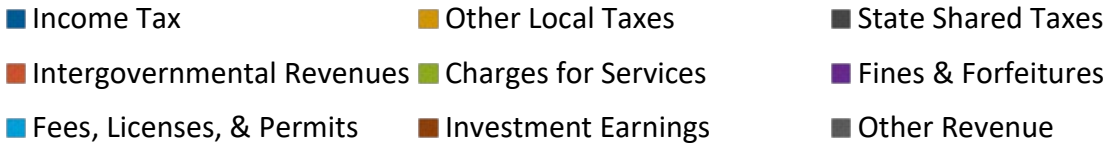


General Fund Revenue Breakdown

- General Fund: \$19,608,275 – Up 3.7% vs 2025 Budget & Up 6.5% vs 2024 Actual

General Fund Revenue =

- **81% Income Tax**
- **7% Other Local Tax**
(Property, Hotel/Motel, Admissions)
- **2.5% State Shared Tax**
(LGF, Liquor & Beer, Cigarette, Homestead/Rollback)
- **1% Intergovernmental**
(JEDD, Federal/State Grants)
- **2% Charges for Services**
(Rent & Leases, Community Room Reservations)
- **3% Fees, Licenses, Permits** (Building Permits, Cable Franchise Fees, other licenses/permits)
- **3.5% Other** (Fines & Forfeitures, Investment Earnings, Other Revenue)

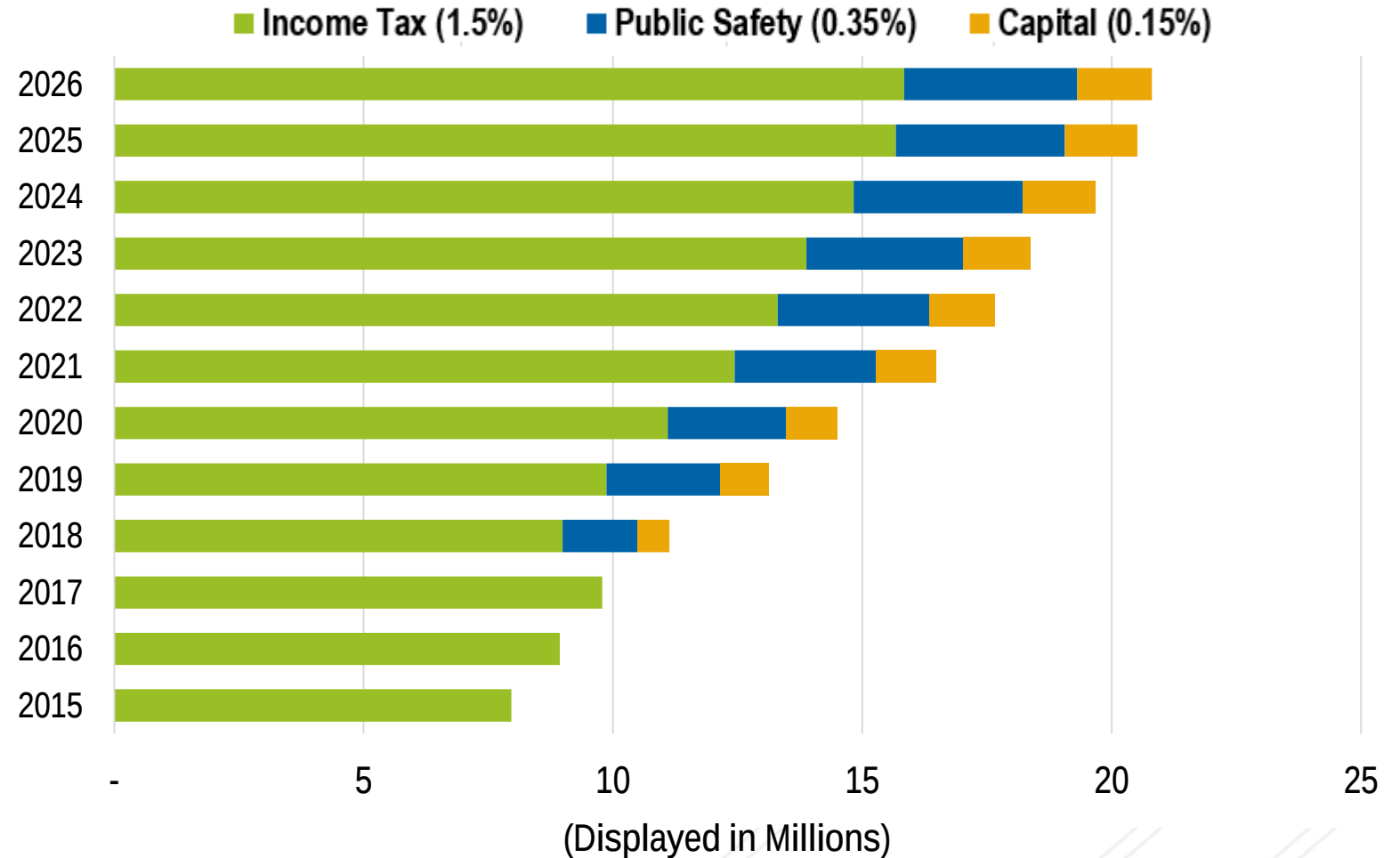




Income Tax Revenue History

• Growth Rates

- 10-Year
 - 2015-2024 – **10.7%**
- 5-Year Intervals
 - 2015-2019 – **13.0%**
 - 2020-2024 – **8.5%**
- Current Year (2025)
 - As of October – **8.5%**
- 2026 Budget
 - Increase – **3.0%** to budget & **1.5%** to estimated actual



Annual Averages:

Withholding - 75%

Net Profit - 15%

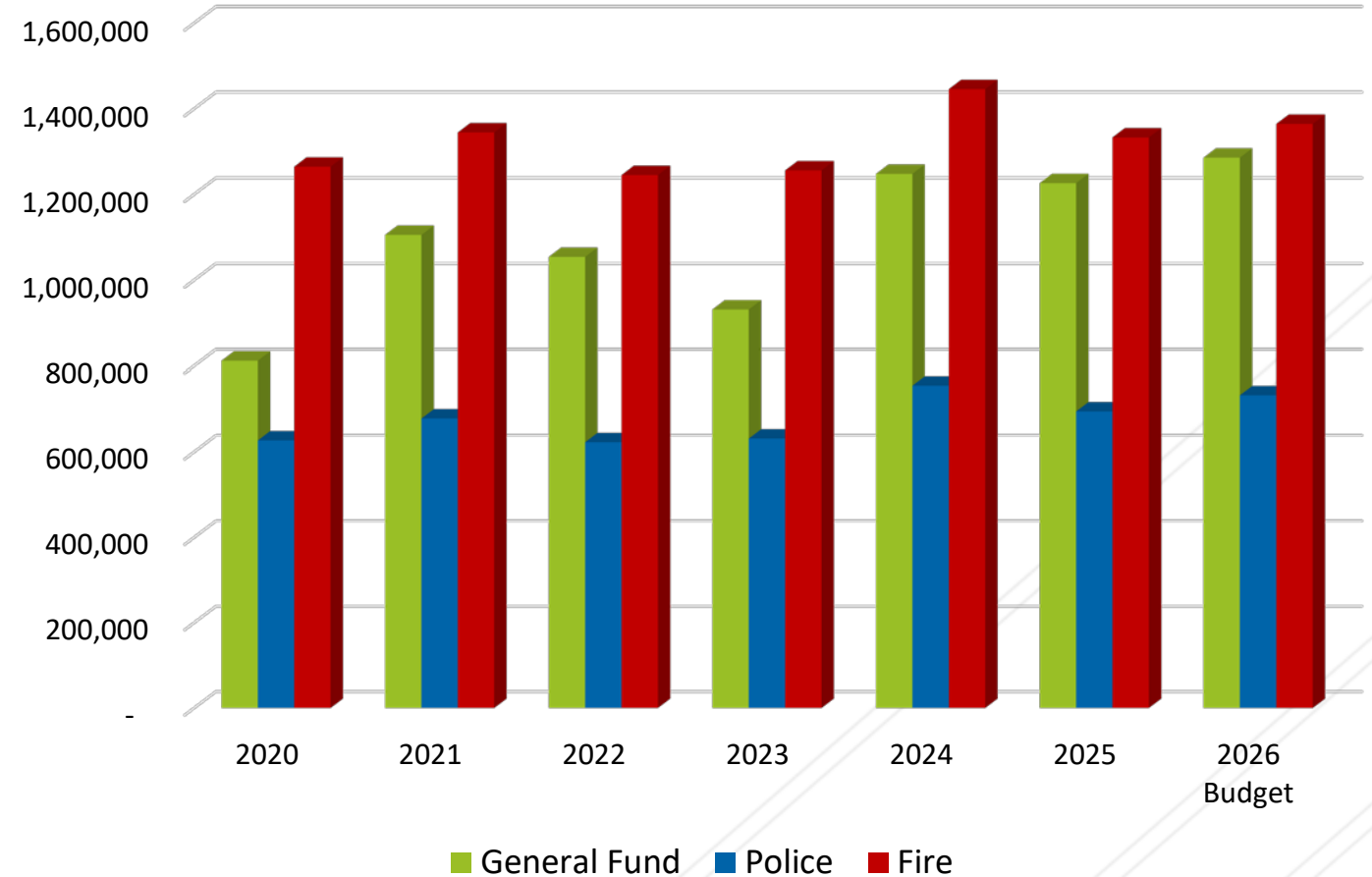
Individual - 10%

*Note: 2025 Amount is forecasted for remainder of FY 2024
And 2026 is proposed budget amount (increase of 3%)*



Property Tax Revenue History

- Total Property Tax Revenue has increased an average of 4.5% annually from 2021 to 2025
- General Fund (2.32 mils)
 - **Property Tax accounts for approx. 6% annually**
- Police (2.5 mils)
 - **Property Tax accounts for approx. 16% annually**
- Fire (4.5 mils – 2.5 mils from 1989 & 2.0 mils from 2005)
 - **Property Tax accounts for approx. 24% annually**
 - **2 mils from 2005 account for 52% (vs. 44%) of annual Fire Property Tax revenue**



EXPENDITURES

ROLL UP OF LINE ITEMS TO APPROPRIATION ORDINANCE



CITY COUNCIL LINE ITEM BUDGET

Org	Object	Description	
<u>Payroll Codes</u>			
11111051	51101	FULL TIME WAGES	102,615
11111051	51201	FULL TIME OPERS	11,847
11111051	51221	FT MEDICARE	454
11111051	51231	COUNCIL HEALTH INSURANCE	-
11111051	51232	DENTAL INSURANCE	-
11111051	51234	COUNCIL VISION INSURANCE	-
11111051	51235	IN LIEU OF HEALTH INSURANCE	3,500
11111051	51291	FICA	1,118
<u>General Operating Codes</u>			
11111000	52314	OTHER PROF/TECH SERVICES	20,000
11111000	52321	DUES/FEES/SUBSCRIPTIONS	23,000
11111000	52384	COUNCIL ADVERTISING	3,974
11111000	52394	COUNCIL LEGAL-CITIZEN ISSUES	526
11111000	52411	MINOR EQUIP/FURNITURE/TOOLS	5,000
11111000	52412	OFFICE SUPPLIES	3,500
11111000	52413	OPERATING SUPPLIES/MATERIALS	500
11111000	52414	FOOD AND BEVERAGE	500
11111000	52612	PUBLIC INVOLVEMENT COMMITTEE	40,000
11111000	52613	EMPLOYEE WELFARE	-
<u>Training Codes</u>			
11111053	52340	TRAINING/SEMINAR FEE	2,000
11111053	52341	TRAVEL/TRANSPORTATION	1,000
11111053	52342	MILEAGE	500
11111053	52343	LODGING	2,000
11111053	52414	FOOD AND BEVERAGE	-
<u>Capital Codes</u>			
11111000	53718	COUNCIL FURN/FIX/EQUIP	-

ORDINANCE NO. 2022-29			
AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2022-26, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2022.			
SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.			
SECTION 2: There be appropriated from the GENERAL FUND:			
1110	GENERAL GOVERNMENT		
000	FUND EXPENSES		
	OPERATING EXPENSES		51,500
	OTHER		-
	TOTAL		51,500
110	CITY COUNCIL		
	PERSONAL SERVICES		119,534
	OPERATING EXPENSES		102,500
	TOTAL		222,034



Projected Operating Expenditures

- Total Estimated Expenditures: **\$50,686,498**

- 2025 Original Budget: **\$49,693,260 (2.0%)**
- 2025 Revised Budget: **\$50,515,488 (0.3%)**

(Excludes Capital & TIF/RID)

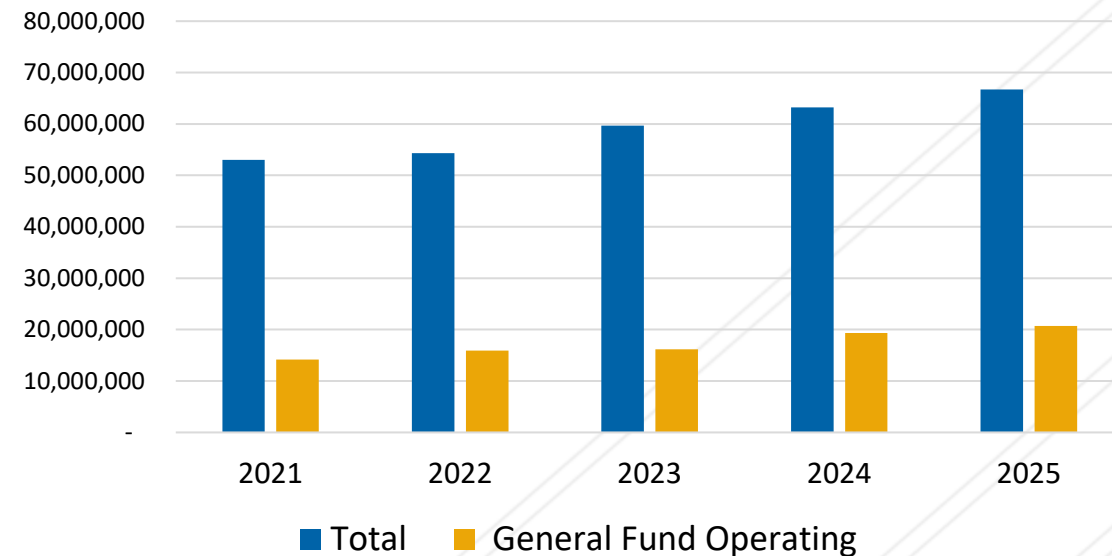
- General Fund: **\$21,540,147**

- 2025 Original Budget: **\$20,722,702 (3.9%)**
- 2025 Revised Budget: **\$21,333,702 (1.0%)**

- Total 5-Year Avg. Growth Rate: **3.2%**

- General Fund Avg. 5-Year Rate: **11.7%**

5-Year Annual Budget Amounts



GENERAL FUND EXPENDITURES



General Fund Grand Total

2026 Annual Operating Budget Requests

	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)	
GRAND TOTAL GENERAL FUND	20,722,702	21,540,147	817,445	3.9%
Personnel	5,463,817	5,651,605	187,788	3.4%
Operating	5,308,885	5,563,542	254,657	4.8%
Transfers	9,950,000	10,325,000	375,000	3.8%

- 3.5% COLA for Non-Union Positions
- Includes all contractual increases included in CBAs
 - Patrol Officer & Police Sergeant contract expires May 31, 2026
 - Police Lieutenant contract expires May 31, 2028
 - Teamsters contract expires June 30, 2027
 - Fire contract expires September 30, 2028
- Includes 30% increase for Health Insurance costs

General Government



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
GENERAL GOVERNMENT					
FUND EXPENSES					
OPERATING EXPENSES	51,500	46,500	(5,000)	-9.7%	Decreased based on average of prior year actuals
OTHER	-	-	-		
	51,500	46,500	(5,000)	-9.7%	
CITY COUNCIL					
PERSONAL SERVICES	185,495	154,635	(30,860)	-16.6%	2025 included retirement of previous Clerk of Council
OPERATING EXPENSES	183,700	192,900	9,200	5.0%	Includes 5% increase for Law Director services & \$5k increase for Public Involvement Committee
	369,195	347,535	(21,660)	-5.9%	
CITY MANAGERS OFFICE					
PERSONAL SERVICES	576,360	568,595	(7,765)	-1.3%	Increase for Property/Liability Insurance
OPERATING EXPENSES	495,245	515,245	20,000	4.0%	
	1,071,605	1,083,840	12,235	1.1%	
INFORMATION TECHNOLOGY					
PERSONAL SERVICES	373,387	370,585	(2,802)	-0.8%	Continued new IT initiatives
OPERATING EXPENSES	489,700	659,497	169,797	34.7%	
	863,087	1,030,082	166,995	19.3%	
HUMAN RESOURCES					
PERSONAL SERVICES	535,763	546,315	10,552	2.0%	Increased by \$12,250 for BWC coverage & \$10,000 for Tuition Reimbursement based on 2025 actual
OPERATING EXPENSES	295,120	289,750	(5,370)	-1.8%	Reduction in expenses based on actual spend history
	830,883	836,065	5,182	0.6%	
ECONOMIC DEVELOPMENT					
PERSONAL SERVICES	142,326	136,895	(5,431)	-3.8%	Removed CIC payment of \$100k for 2026
OPERATING EXPENSES	260,000	160,000	(100,000)	-38.5%	
	402,326	296,895	(105,431)	-26.2%	

General Government Cont...



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
DEVELOPMENT					
PERSONAL SERVICES	605,912	641,955	36,043	5.9%	Health Insurance coverage changes for employees
OPERATING EXPENSES	464,900	459,500	(5,400)	-1.2%	Reduction in expenses based on actual spend history
OTHER EXPENSES	4,000	1,000	(3,000)	-75.0%	Reduction in expenses based on actual spend history
	<u>1,074,812</u>	<u>1,102,455</u>	<u>27,643</u>	<u>2.6%</u>	
ENGINEERING					
PERSONAL SERVICES	489,968	493,775	3,807	0.8%	
OPERATING EXPENSES	547,750	545,750	(2,000)	-0.4%	
	<u>1,037,718</u>	<u>1,039,525</u>	<u>1,807</u>	<u>0.2%</u>	
FINANCE					
PERSONAL SERVICES	1,187,247	1,232,745	45,498	3.8%	Health Insurance coverage changes for employees
OPERATING EXPENSES	408,120	382,950	(25,170)	-6.2%	Reduction in expenses based on actual spend history
OTHER EXPENSES	1,000,000	1,250,000	250,000	25.0%	This line item is for Income Tax Refunds - increased based on CY & LY actuals
	<u>2,595,367</u>	<u>2,865,695</u>	<u>270,328</u>	<u>10.4%</u>	
MAYOR'S COURT					
PERSONAL SERVICES	131,196	134,810	3,614	2.8%	
OPERATING EXPENSES	23,300	22,150	(1,150)	-4.9%	Reduction in expenses based on actual spend history
	<u>154,496</u>	<u>156,960</u>	<u>2,464</u>	<u>1.6%</u>	
TOTAL GENERAL GOVERNMENT	<u>8,450,989</u>	<u>8,805,552</u>	<u>354,563</u>	<u>4.2%</u>	

Public Safety



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
PUBLIC SAFETY					
PUBLIC SAFETY COMMUNICATIONS (DISPATCH)					
PERSONAL SERVICES	826,182	957,460	131,278	15.9%	Includes funding previously vacant Dispatcher position for all of 2026
OPERATING EXPENSES	133,550	129,800	(3,750)	-2.8%	Reduction in expenses based on actual spend history
	959,732	1,087,260	127,528	13.3%	
POLICE					
OTHER EXPENSES	4,150,000	4,225,000	75,000	1.8%	Transfer to Police fund due to increase in Personnel costs
	4,150,000	4,225,000	75,000	1.8%	
FIRE					
OTHER EXPENSES	4,350,000	4,450,000	100,000	2.3%	Transfer to Fire fund due to increase in Personnel costs
	4,350,000	4,450,000	100,000	2.3%	
TOTAL PUBLIC SAFETY	9,459,732	9,762,260	302,528	3.2%	



Public Works & Other Financing Uses

	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
PUBLIC WORKS					
STREET					
OTHER EXPENSES	750,000	800,000	50,000	6.7%	Spend down of Fund Balance in prior years - will only transfer amount necessary
	750,000	800,000	50,000	6.7%	
BUILDINGS AND GROUNDS					
OPERATING EXPENSES	623,000	611,500	(11,500)	-1.8%	Reduction in expenses based on actual spend history
	623,000	611,500	(11,500)	-1.8%	
CEMETERY					
OTHER EXPENSES	50,000	25,000	(25,000)	100.0%	2026 will need possible transfer to Cemetery & Sewer Funds
	50,000	25,000	(25,000)	100.0%	
TOTAL PUBLIC WORKS	1,423,000	1,436,500	13,500	0.9%	
PARKS AND RECREATION					
PARK OPERATION AND MAINTENANCE					
PERSONAL SERVICES	409,981	413,835	3,854	0.9%	Reduction in expenses based on actual spend history
OPERATING EXPENSES	329,000	297,000	(32,000)	-9.7%	
	738,981	710,835	(28,146)	-3.8%	
OTHER FINANCING USES					
DEBT SERVICE					
OTHER EXPENSES	650,000	825,000	175,000	26.9%	Spend down of Fund Balance in previous years - includes BAN interest payment
	650,000	825,000	175,000	26.9%	



General Fund Five-Year Forecast

Forecast includes conservative revenues, and all known operating expenditures

FIVE-YEAR FORECAST

	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE	2028 ESTIMATE	2029 ESTIMATE
Beginning Cash Balance	\$ 5,144,466	\$ 3,805,001	\$ 5,296,326	\$ 7,320,561	\$ 5,108,882	\$ 6,642,445	\$ 7,515,483	\$ 7,293,412	\$ 5,937,792	\$ 4,005,920	\$ 3,132,792	\$ 3,183,611
Revenues	12,515,635	12,428,843	15,153,809	16,410,125	17,307,741	17,773,359	18,409,795	19,478,386	19,608,275	21,327,072	22,906,719	24,547,146
Expenditures	(13,891,183)	(11,095,674)	(13,240,057)	(18,621,805)	(15,774,177)	(16,900,321)	(17,464,994)	(20,834,006)	(21,540,147)	(22,200,200)	(22,855,900)	(23,603,200)
Revenues Over (Under) Expenditures	(1,375,549)	1,333,169	1,913,752	(2,211,679)	1,533,564	873,038	944,801	(1,437,316)	(1,931,872)	(873,128)	50,819	943,946
Ending Cash Balance	\$ 3,805,001	\$ 5,296,326	\$ 7,320,561	\$ 5,108,882	\$ 6,642,445	\$ 7,515,483	\$ 8,460,284	\$ 5,937,792	\$ 4,005,920	\$ 3,132,792	\$ 3,183,611	\$ 4,127,557
Encumbrances	(664,910)	(480,019)	(484,243)	(1,004,711)	(888,864)	(897,837)	(1,166,872)					
Unencumbered Cash Balance	\$ 3,140,091	\$ 4,816,308	\$ 6,836,317	\$ 4,104,171	\$ 5,753,582	\$ 6,617,646	\$ 7,293,412	\$ 5,937,792	\$ 4,005,920	\$ 3,132,792	\$ 3,183,611	\$ 4,127,557
Unencumbered Cash Balance	\$ 3,140,091	\$ 4,816,308	\$ 6,836,317	\$ 4,104,171	\$ 5,753,582	\$ 6,617,646	\$ 5,736,827	\$ 3,957,500	\$ 3,294,083			



General Fund Five-Year Forecast

Forecast from 2025 Budget Presentation

FIVE-YEAR FORECAST											
	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ESTIMATE	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE	2028 ESTIMATE
Beginning Cash Balance	\$ 5,144,466	\$ 3,805,001	\$ 5,296,326	\$ 7,320,561	\$ 5,108,882	\$ 6,642,445	\$ 6,617,646	\$ 5,736,827	\$ 3,957,500	\$ 3,294,083	\$ 3,814,217
Revenues	12,515,635	12,428,843	15,153,809	16,410,125	17,307,741	17,773,359	18,428,775	18,905,136	20,442,060	22,158,535	23,757,747
Expenditures	(13,891,183)	(11,095,674)	(13,240,057)	(18,621,805)	(15,774,177)	(16,900,321)	(19,309,594)	(20,684,463)	(21,105,477)	(21,638,400)	(22,189,700)
Revenues Over (Under) Expenditures	(1,375,549)	1,333,169	1,913,752	(2,211,679)	1,533,564	873,038	(880,819)	(1,779,327)	(663,417)	520,135	1,568,047
Ending Cash Balance	\$ 3,805,001	\$ 5,296,326	\$ 7,320,561	\$ 5,108,882	\$ 6,642,445	\$ 7,515,483	\$ 5,736,827	\$ 3,957,500	\$ 3,294,083	\$ 3,814,217	\$ 5,382,265
Encumbrances	(664,910)	(480,019)	(484,243)	(1,004,711)	(888,864)	(897,837)					
Unencumbered Cash Balance	\$ 3,140,091	\$ 4,816,308	\$ 6,836,317	\$ 4,104,171	\$ 5,753,582	\$ 6,617,646	\$ 5,736,827	\$ 3,957,500	\$ 3,294,083	\$ 3,814,217	\$ 5,382,265

SPECIAL REVENUE FUNDS

Used to account for the proceeds of specific revenue sources that are legally restricted to disbursements for specified purposes.



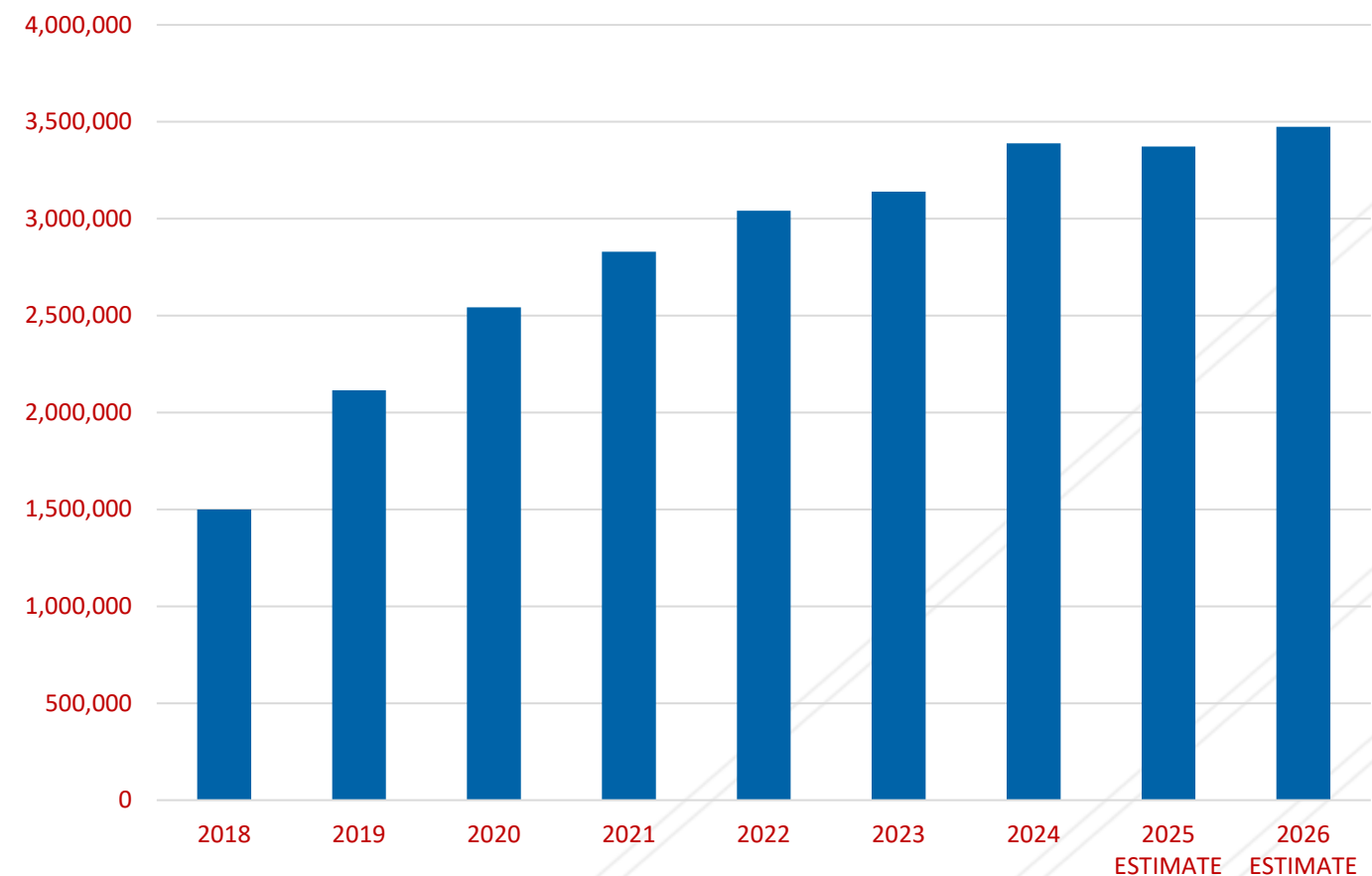
Public Safety Income Tax Fund

- Annual Revenue Increases
(Began in 2018)

- 2019 41%
- 2020 20%
- 2021 11%
- 2022 7%
- 2023 3%
- 2024 8%
- 2025 (Budget) 0%
- 2026 (Budget) 3%

- 100% of funds budgeted to
offset Police and Fire Salaries

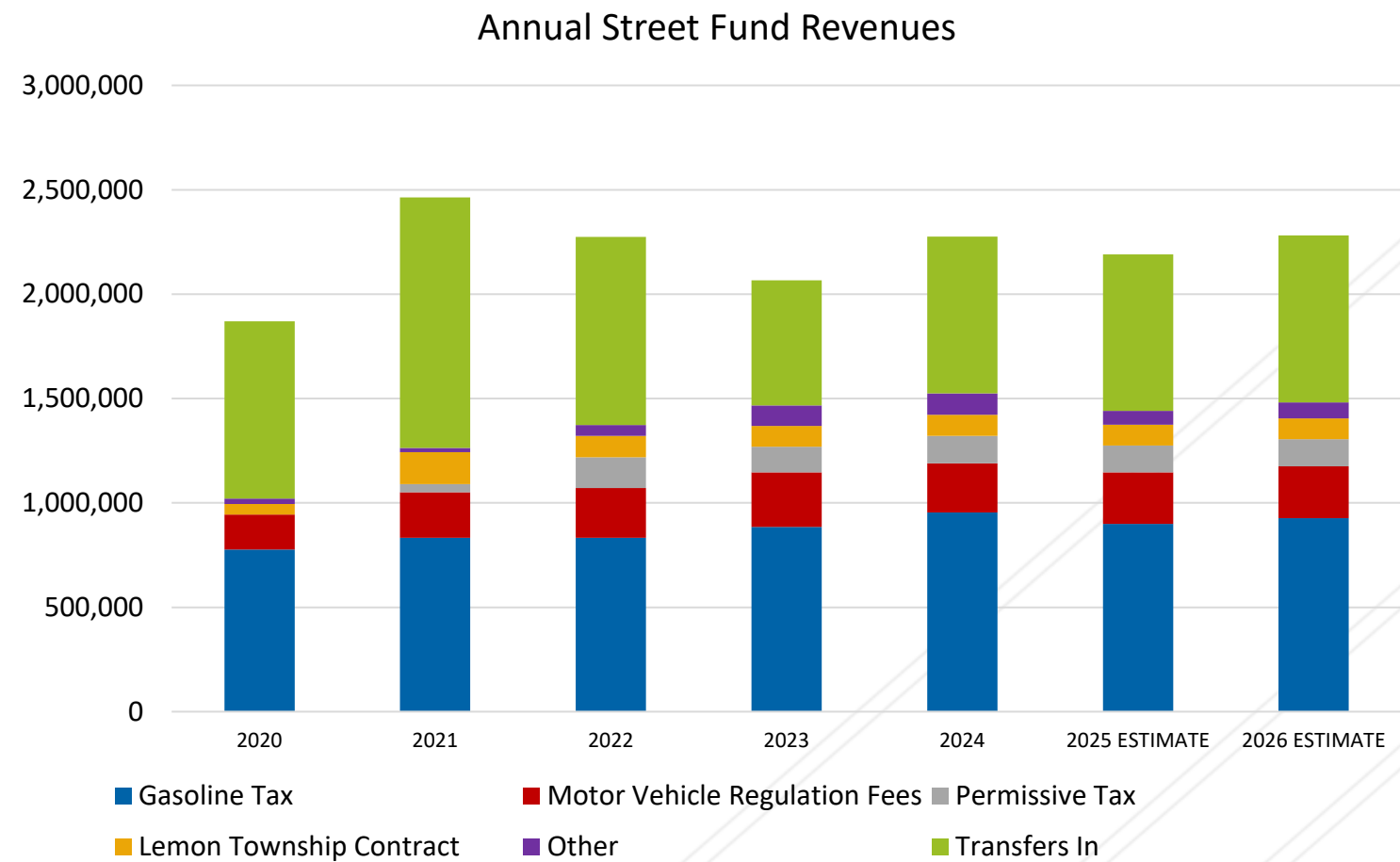
Annual P.S. Income Tax Revenues



Street Fund



- GF Transfer accounts for approx. 35% annual revenue
- Ohio Gas Tax accounts for approx. 40% annual revenue
- Street Fund & Motor Vehicle License Tax Fund combined per Ordinance 2021-15
 - Permissive Tax revenues moved to Street Fund
- Fund expenditures include PW staff, Street vehicles (leases, maintenance, fuel, etc.), Salt, Street Maintenance (asphalt, gravel, topsoil, landscaping, fertilizer, weed killer, etc.)

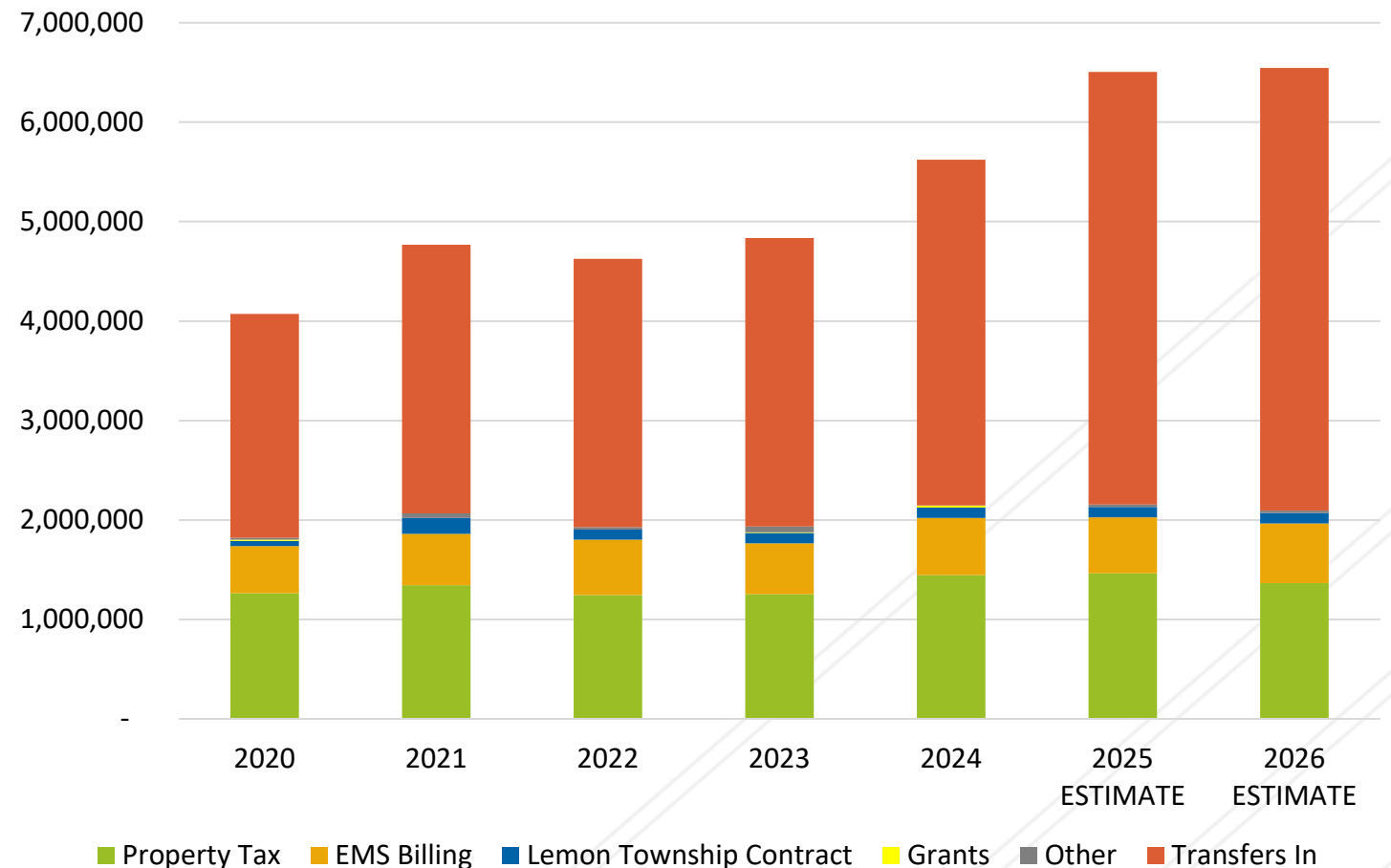


Fire & EMS Levy Fund



- General Fund Transfer
 - Accounts for average of 61% of Fire Fund revenues annually (68% in 2026)
 - Fund also receiving transfer from P.S. Income Tax Fund of \$1,775,000 to offset salaries
- Property Tax (4.5 mils – 2.5 mils from 1989 levy & 2.0 mils from 2005 levy)
 - Property Tax accounts for 25% of revenues annually (21% in 2026)
- EMS Billing
 - Collections average \$526,000 annually and account for an average of 11% of revenues annually (9% in 2026)

Annual Fire Fund Revenues

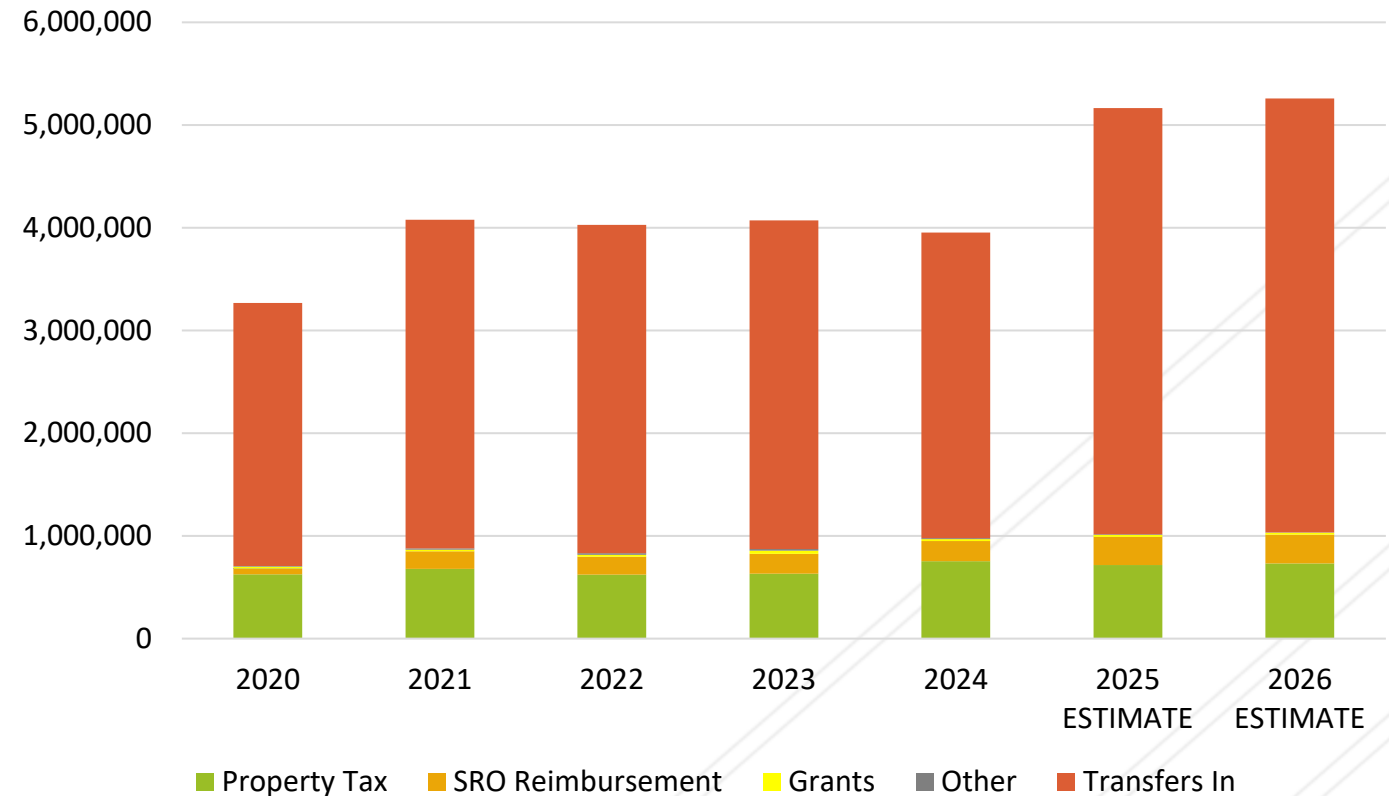




Police Law Enforcement Fund

- General Fund Transfer
 - Accounts for average of 79% of Police Fund revenues annually (80% in 2026)
 - Fund also receiving transfer from P.S. Income Tax Fund of \$1,775,000 to offset salaries
- Property Tax (2.5 mils from 1989 levy)
 - Property Tax accounts for 16% of revenues annually (14% in 2026)
- SRO Reimbursement
 - Schools reimburse City based on SRO agreements

Annual Police Fund Revenues



Special Revenue Funds



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
PUBLIC SAFETY INCOME TAX FUND					
PUBLIC SAFETY					
PERSONAL SERVICES	3,400,000	3,550,000	150,000	4.4%	Maximizing funds to offset Police/Fire salaries
OTHER EXPENSES	-	-	-	0.0%	
	3,400,000	3,550,000	150,000	4.4%	
STREET FUND					
PUBLIC WORKS					
PERSONAL SERVICES	2,216,816	2,065,105	(151,711)	-6.8%	Reduced based on actual salary + benefits of current employees
OPERATING EXPENSES	1,015,900	1,009,400	(6,500)	-0.6%	Reduction in expenses based on actual spend history
	3,232,716	3,074,505	(158,211)	-4.9%	
STATE HIGHWAY FUND					
PUBLIC WORKS					
OPERATING EXPENSES	91,250	91,250	-	0.0%	
	91,250	91,250	-	0.0%	
MOTOR VEHICLE LICENSE					
PUBLIC WORKS					
OPERATING EXPENSES	200	200	-	0.0%	
	200	200	-	0.0%	
FIRE - 1989 LEVY FUND					
PUBLIC SAFETY					
PERSONAL SERVICES	5,603,405	5,719,880	116,475	2.1%	PS income tax transfer of \$1,775,000 offsets personnel expense. Increase due to CBA wage increases.
OPERATING EXPENSES	895,040	931,500	36,460	4.1%	Increase Vehicle Maintenance by \$20,000 & funds for Medic School by \$15,000
OTHER EXPENSES	3,800	3,800	-	0.0%	
	6,502,245	6,655,180	152,935	2.4%	

Special Revenue Funds Cont...



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
PUBLIC SAFETY FEMA GRANT FUND					
PUBLIC SAFETY					
OPERATING EXPENSES	500	1,500	1,000	200.0%	Budgeting available fund balance
	500	1,500	1,000	200.0%	
POLICE LAW ENFORCEMENT					
PUBLIC SAFETY					
PERSONAL SERVICES	4,305,046	4,338,875	33,829	0.8%	PS income tax trf of \$1,775,000 offsets personnel expense. Increase due to CBA wage increases.
OPERATING EXPENSES	995,780	931,700	(64,080)	-6.4%	Moving training expenses (\$64,000) to Fund 2450 (Ohio Peace Officer Training) in 2026
	5,300,826	5,270,575	(30,251)	-0.6%	
ONEOHIO OPIOID SETTLEMENT FUND					
GENERAL GOVERNMENT					
OTHER EXPENSES	20,000	20,000	-	0.0%	Contract with Dr. Birkley
	20,000	20,000	-	0.0%	
DARE GRANT FUND					
PUBLIC SAFETY					
OPERATING EXPENSES	6,500	6,500	-	0.0%	Budgeting available fund balance
	6,500	6,500	-	0.0%	
ENFORCEMENT & EDUCATION FUND					
PUBLIC SAFETY					
OPERATING EXPENSES	3,000	3,000	-	0.0%	Budgeting available fund balance
	3,000	3,000	-	0.0%	



Special Revenue Funds Cont...

	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
OHIO PEACE OFFICER TRAINING FUND					
PUBLIC SAFETY					
OPERATING EXPENSES	-	65,000	65,000	100.0%	2026 PD Training Expenses moved from Police Law Enforcement Fund
	-	65,000	65,000	100.0%	
COURT TECHNOLOGY IMPROVEMENT					
GENERAL GOVERNMENT					
OPERATING EXPENSES	12,500	12,500	-	0.0%	Budgeting available fund balance
	12,500	12,500	-	0.0%	
GRAND TOTAL SPECIAL REVENUE FUNDS	18,569,737	18,750,210	180,473	1.0%	

Totals above do NOT include TIF/RID funds which will be discussed with Capital Budget

TIF/RID Extension Legislation at 11/25 Council meeting

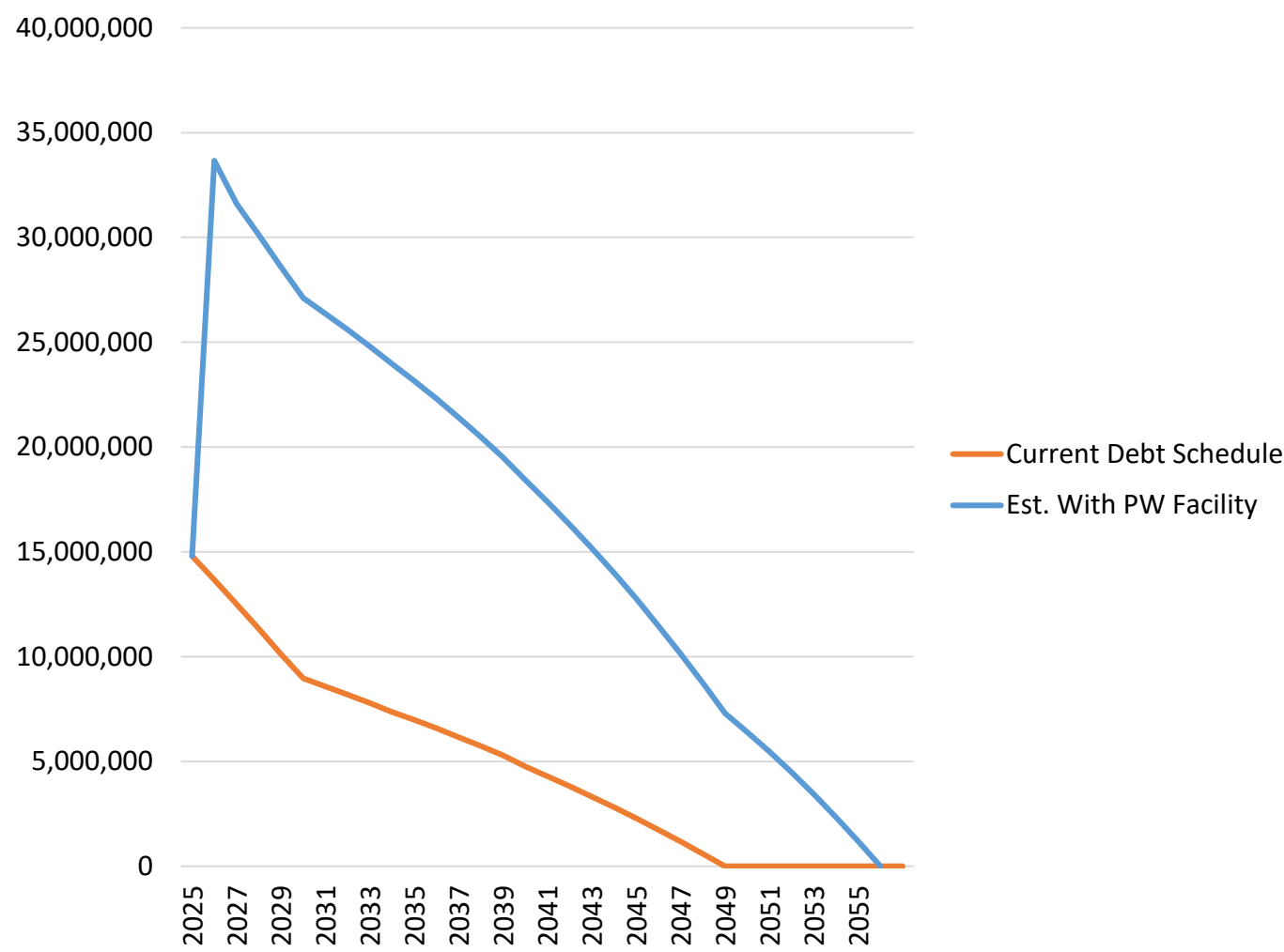
DEBT SERVICE FUNDS

Used to account for the accumulation of resources for, and the payment of, general long-term and short-term debt principal and interest.

Debt Service Funds



Current Debt Schedule



Outstanding Bonds as of 12/31/2025

Issuance	2025
2014 Various Purpose G.O. Bonds	790,000
2017 Various Purpose G.O. Bonds	1,480,000
2019 Various Purpose Special Obligation IT Rev	10,140,000
2020 Various Purpose G.O. Refunding Bonds	661,000
2020 Water Revenue Bonds	1,650,000
TOTAL	14,796,000



Debt Service Funds

	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION	
G.O. BOND RETIREMENT						
GENERAL GOVERNMENT						
DEBT SERVICE EXPENSE	781,657	850,853	69,196	8.9%	Includes interest for additional PW Facility BAN of \$1.8M	
	781,657	850,853	69,196	8.9%		
WATER BOND RETIREMENT						
PUBLIC WORKS						
DEBT SERVICE EXPENSE	435,336	431,730	(3,606)	-0.8%		
	435,336	431,730	(3,606)	-0.8%		
S.A. BOND RETIREMENT FUND						
GENERAL GOVERNMENT						
OPERATING EXPENSES	100	100	-	0.0%	Property Tax Abatement expired resulting in less need for Special Assessment at Park North & Senate Drive	
DEVELOPMENT INCENTIVES						
OTHER EXPENSES	1,337,261	517,560	(819,701)	-61.3%		
	1,337,361	517,660	(819,701)	-61.3%		
INCOME TAX BOND RETIREMENT FUND						
GENERAL GOVERNMENT						
DEBT SERVICE EXPENSE	614,463	614,063	(400)	-0.1%		
	614,463	614,063	(400)	-0.1%		
GRAND TOTAL DEBT SERVICE FUNDS						
	3,168,817	2,414,306	(754,511)	-23.8%		

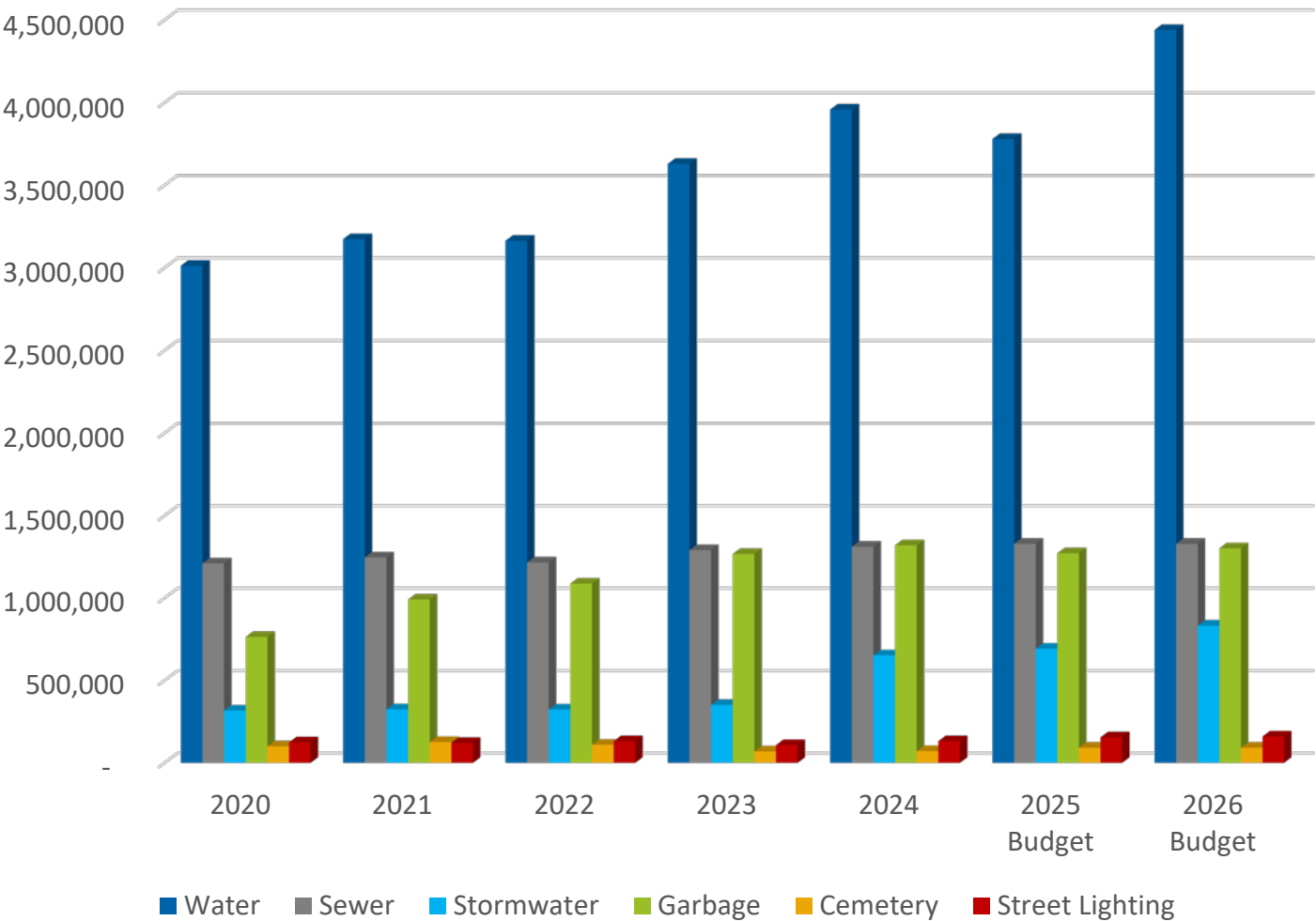
ENTERPRISE FUNDS

May be used to account for any activity for which a fee is charged to external users for goods or services. These charges to customers for sales and services are the primary source of revenue for these funds and designed to generate sufficient revenues to pay for its cost.

Can only spend the money in these funds for costs relating to the “business”, however can allocate a portion of administrative salaries/benefits to these funds.



Enterprise Funds – Annual Revenues



	ANNUAL RATE INCREASES				
	WATER	SEWER	STORM WATER	STREETLIGHT	TRASH
2017	3%	0%	0%	0%	0%
2018	3%	0%	0%	0%	0%
2019	3%	0%	0%	0%	0%
2020	0%	0%	0%	-10%	0%
2021	0%	0%	0%	1%	37%
2022	5%	3%	0%	-2%	0%
2023	5%	3%	0%	0%	18%
2024	5%	0%	67%	9%	0%
2025	5%	0%	0%	23%	0%
2026	TBD	TBD	0%	TBD	0%

- **Water Fund** revenue & rate discussion at 10/28 Finance Committee Meeting
- **Streetlight Fund** will be adjusted based on Ordinance – estimate as of October will be increasing/decreasing from \$2.31 to \$2.46 per month
- **Sewer Fund** based on County rate

Enterprise Funds



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
WATER FUND					
PUBLIC WORKS					
PERSONAL SERVICES	1,257,736	1,296,785	39,049	3.1%	
OPERATING EXPENSES	1,985,300	2,560,300	575,000	29.0%	Includes 29% increase for Butler County Water & Sewer contract
OTHER EXPENSES	400,000	500,000	100,000	25.0%	Increase for transfer for debt pmt for \$75k OWDA Loan payment
	3,643,036	4,357,085	714,049	19.6%	
SEWER FUND					
PUBLIC WORKS					
PERSONAL SERVICES	107,365	112,975	5,610	5.2%	
OPERATING EXPENSES	1,322,200	1,322,200	-	0.0%	
	1,429,565	1,435,175	5,610	0.4%	
STORM WATER FUND					
PUBLIC WORKS					
PERSONAL SERVICES	249,700	257,680	7,980	3.2%	
OPERATING EXPENSES	352,650	310,650	(42,000)	-11.9%	Reduction in expenses based on actual spend history
	602,350	568,330	(34,020)	-5.6%	
GARBAGE FUND					
PUBLIC WORKS					
PERSONAL SERVICES	127,143	129,135	1,992	1.6%	
OPERATING EXPENSES	1,122,000	1,167,000	45,000	4.0%	Rumpke contractual increase in 2026 with contract extension
	1,249,143	1,296,135	46,992	3.8%	

Enterprise Funds Cont...



	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
CEMETERY FUND					
PUBLIC WORKS					
PERSONAL SERVICES	40,000	40,000	-	0.0%	
OPERATING EXPENSES	94,600	94,800	200	0.2%	
	134,600	134,800	200	0.1%	
STREET LIGHTING FUND					
PUBLIC WORKS					
OPERATING EXPENSES	153,050	160,050	7,000	4.6%	
	153,050	160,050	7,000	4.6%	
GRAND TOTAL ENTERPRISE FUNDS	7,211,744	7,951,575	739,831	10.3%	



Water Rate History

- Rate History
 - 3% increase 2016 – 2019; no increase 2020 – 2021; 5% increase 2022 – 2025
 - Resolution 69-2020 authorized a Water Rate Study agreement with Baker Tilly Municipal Advisors, LLC in October 2020 for \$39,500 and adopted the study and recommended Water Rates with the passage of Ordinance 2021-52 in October 2021 that set the Water Rates for January 1, 2022 thru January 1, 2025
- Butler County Water & Sewer Contract
 - Contract from 2004 (Amendments in 2007 and 2012) has expired
 - Rate increases on previous contract followed CPI (Avg. 2.5% Annually)
 - Rate increase included on new contract equates to approximately 29%
- Current Rate Comps per 2025 City of Piqua Utility Rate Study:

	WATER (Quarterly)	SEWER (Quarterly)	COMBINED Water/Sewer	STORMWATER (Monthly)	COMBINED Water/Sewer Tap Fees
Monroe	\$214.43	\$89.19	\$303.62	\$5.00	\$7,162.00
Average	\$163.22	\$173.59	\$337.75	\$5.99	\$4,356.96
Median	\$156.22	\$168.26	\$318.75	\$4.75	\$3,959.00
Rank	60/70	2/70	24/70	20/30	56/68

2026 Water Rate

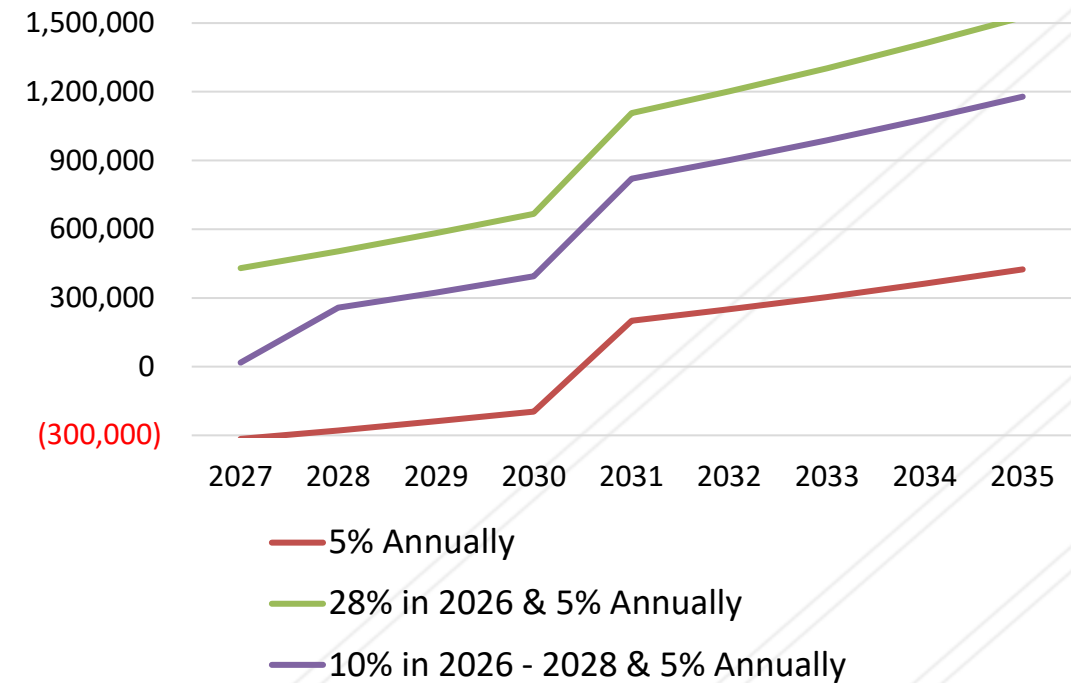


- 10/28 Finance Committee meeting –
 - **Recommending 29% increase effective 1/1/26** (matching the increase the City has received from the County on 8/1/25)
 - Recommending internal “rate study” for rates beginning in 2027

Residential Impact of BCWS Proposed 29% Increase + Other Possible Scenarios

Service	Charge Amount (Current)	Charge Amount (Proposed 29% Increase)	Charge Amount (10% Increase - 3 yr phase-in)	Charge Amount (5% Increase - 5 yr phase-in)
Water	49.38	63.70	54.32	51.85
Water Flat	6.10	7.87	6.71	6.41
Sewer	20.16	20.16	20.16	20.16
Sewer Flat	4.53	4.53	4.53	4.53
Trash	21.81	21.81	21.81	21.81
Stormwater	5.00	5.00	5.00	5.00
Streetlight	2.31	2.31	2.31	2.31
Meter Replacement	3.65	3.65	3.65	3.65
Total Monthly Bill	112.94	129.03	118.49	115.71
Monthly Increase Over Current Total Bill (if no other service rate changes)		16.09 14%	5.55 5%	2.77 2%

Rate / Fund Balance / Capital Scenarios



TRUST AND AGENCY FUNDS

Used to report assets held in a trustee capacity for others and cannot be used to support the government's own programs.

Cemetery Funds – to account for monies donated for the purposes of maintenance & cemetery improvements.

Drug Law Enforcement – to account for monies received from the sale of forfeited goods and property that is spent on law enforcement.



Trust and Agency Funds

	2025 REQUEST	2026 REQUEST	INCREASE/(DECREASE)		EXPLANATION
CEMETERY MAINTENANCE TRUST FUND					
FUND EXPENSE					
OPERATING EXPENSES	10,000	10,000	-	0.0%	
	10,000	10,000	-	0.0%	
MOUND CEMETERY TRUST FUND					
PUBLIC WORKS					
OPERATING EXPENSES	10,000	10,000	-	0.0%	
	10,000	10,000	-	0.0%	
LONG STREET CEMETERY TRUST FUND					
PUBLIC WORKS					
OPERATING EXPENSES	250	250	-	0.0%	
	250	250	-	0.0%	
DRUG LAW ENFORCEMENT TRUST FUND					
PUBLIC SAFETY					
OPERATING EXPENSES	20,000	10,000	(10,000)	-50.0%	Purchases restricted by ORC 2981.13 - budgeting available fund balance
	20,000	10,000	(10,000)	-50.0%	
GRAND TOTAL TRUST AND AGENCY FUNDS	40,250	30,250	(10,000)	-24.8%	

DISCUSSION & QUESTIONS

ORDINANCE NO. 2025-52

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 286 OF THE CODIFIED ORDINANCES TO ADJUST FEES.

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

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

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

SECTION 1: Section 286 of the Codified Ordinances is hereby amended and supplemented to read as set forth in the text 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: _____

CHAPTER 286

FEES

FACILITY RESERVATIONS & RECREATION

286.01. 6 East Avenue Reservation Fees

Facility	Fee
Monroe Community Room	
Monday – Thursday	\$100.00 per reservation
Friday – Sunday and Holidays	\$250.00 per reservation
Small Conference Room	\$50.00 per reservation

Holidays include Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. All reservations are nonrefundable. Refunds shall only be approved by the City Manager or designee during exigent circumstances when the reservation is cancelled by the City.

(Ord. No. 2021-20. Passed 6-22-21.)

286.02. Park Shelter Fee

Item	Fee
Park shelter reservation (nonrefundable)	\$25.00 per reservation

Refunds shall only be approved by the City Manager or designee during exigent circumstances when the reservation is cancelled by the City of Monroe.

(Ord. 2019-09. Passed 3-12-19; Ord. 2020-17. Passed 5-12-20.)

BUSINESS & ENTERTAINMENT LICENSES

286.03. Circuses, Carnivals, Musicals and Other Entertainment

Item	Fee/Amount
Cash bond (per Section 806.02)	\$100.00 - \$500.00
License fee (circus, carnival, sideshow, musical, minstrel, or similar)	\$100.00 initial
Each day thereafter	\$50.00/day
Maximum per week	\$300.00

(Ord. 2008-55. Passed 11-25-08.)

286.04. Public Dances

License Type	Fee
Public ball or dance license	\$2,000.00 per year or fractional part

(Ord. 2008-55. Passed 11-25-08.)

286.05. Trap-Shooting

License Type	Fee
Trap-shooting or skeet-shooting facility (annual)	\$25.00

(Ord. 2008-55. Passed 11-25-08.)

CHAPTER 286 - FEES

286.06. Peddlers and Solicitors

Item	Fee
Application fee (per individual)	\$50.00

(Ord. 2008-55. Passed 11-25-08; Ord. No. 2015-30, § 1. Passed 10-13-15.)

286.07. Sexually Oriented Business License Fees

License Type	Fee
Initial sexually oriented business license (nonrefundable)	\$200.00
Annual renewal - sexually oriented business license	\$200.00
Initial sexually oriented business employee license (nonrefundable)	\$100.00
Annual renewal - sexually oriented business employee license	\$50.00

(Ord. 2021-01. Passed 1-26-21.)

286.08. Alarm System Permits

Item	Fee
(a) Alarm system permit	\$10.00
(b) Civil penalty for alarm system permits	\$25.00

(Ord. 2008-55. Passed 11-25-08.)

PLANNING & ZONING**286.09. Planning and Zoning Code**

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

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

Item	Fee
Plat Review	\$75/unit or lot**
Construction Drawings Review	1.5% of Engineers Estimate
Amendments to Preliminary or Final Plat (prior to recording)	50% of original fee**

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

Item	Fee
Preliminary Plat Review	\$75/unit or lot**
Construction Drawings Review	1.5% of Engineers Estimate
Final Plat Review	\$75/unit or lot**
Amendments to Preliminary or Final Plat (prior to recording)	50% of original fee**

**** When any application has been submitted to the City for permits, certificate, or approval that involves the submission of technical information by the applicant, it is recognized that the City may need to incur expenses for the expertise of engineers and other subject matter experts to evaluate such technical data. As a condition of the City agreeing to consider any such application, the applicant must agree to reimburse the City at once for any such expenses. That reimbursement must be received by the City before any such permit, certificate, or approval is issued.**

C. Development Agreements

When an application has been submitted requiring a development agreement, the City and the applicant shall establish a Memorandum of Understanding for the creation of the development agreement in accordance with section 1205.12 of the Planning and Zoning Code. As a condition of the City agreeing to consider any such application requiring a development agreement, the applicant must agree to reimburse the City at once for any such expenses related to the creation of the development agreement. Expenses may include but are not limited to services for administration (section 286.28), legal, and engineering reviews. Said reimbursement must be received by the City before any such permit, certificate, or approval is issued.

GENERAL PLANNING AND ZONING FEES

#	Item	Fee
(1)	Administrative appeal to the Board of Zoning Appeals	\$300.00
(2)	Variance - Residential/Agricultural	\$300.00
	Variance - Commercial/Industrial	\$500.00
(3)	Conditional Use	\$300.00
(4)	Lot consolidation or lot split (2 lots, excl. public infrastructure or roadway)	\$50.00
(5)	Site Plan Review detached single unit dwelling (new construction)	\$100.00
(6)	Site Plan Review for all other housing types or addition(s) (new construction), per unit	\$80.00
(7)	Planned Unit Development (Residential and Commercial)	\$500.00
(8)	Planned Unit Development Amendment(s)	\$500.00
(9)	Permanent sign	\$75.00
(10)	Sign face change	\$25.00
(11)	Zoning Map and Text Amendment (Residential and Commercial)	\$500.00
(12)	Home occupation (except non-profit organizations - exempt)	\$75.00
(13)	Planned Unit Development amendments	\$500.00

CHAPTER 286 - FEES

(14)	Amendment to Preliminary Plat or Final Plat	50% of Preliminary Plat Fee
(15)	Accessory use or structure zoning review	\$30.00
(16)	Site plan - new commercial construction	
	Application fee	\$100.00
	Review and Inspection Fees (based on estimated value, not including land)	
	Estimated Real Property Improvement Value	Fee
	\$0 to \$250,000.00	\$3,200.00
	\$250,001.00 to \$500,000.00	\$4,300.00
	\$500,001.00 to \$1,000,000.00	\$6,500.00
	\$1,000,001.00 to \$10,000,000.00	\$7,600.00
	\$10,000,001.00 to \$20,000,000.00	\$9,800.00
	\$20,000,000.00 to \$50,000,000.00	\$11,000.00
	\$50,000,001.00 and over	\$21,000.00 + \$0.01/sq. ft.of structure

ADDITIONAL PLANNING AND ZONING FEES

#	Item	Fee
(17)	Administrative Adjustment	\$50.00
(18)	Zoning review for new business/use	\$100.00
(19)	Fence permit	\$30.00
(20)	Public hearing notification	Total Actual cost of publication and mailing
(21)	Temporary Use	\$30.00
(22)	Addition/Expansion	\$100.00
(23)	Demolition - Residential	\$50.00
(24)	Demolition - Commercial	\$100.00
(25)	Certificate of Zoning Compliance - Residential	\$100.00 + \$0.01/sq. ft.
(26)	Certificate of Zoning Compliance - Commercial/Industrial	\$200.00 + \$0.01/sq. ft.
(27)	Zoning Verification	\$50.00

(Ord. 2008-55. Passed 11-25-08; Ord. 2011-02. Passed 2-8-11; Ord. No. 2013-32, § 1, 11-26-13; Ord. No. 2023-03, § 1, Passed 1-24-23; Ord. No. 2024-06, § 1, Passed 2-27-24.)

286.10. SPECIAL BUILDING PERMIT FEES

Item	Fee
(1) Single-family residence (one-time fee on initial permit)	\$838.99 per residence
(2) Multi-family construction (per individual family unit)	\$838.99 per unit
(3) Commercial/industrial building (one-time per structure)	\$838.99 per building

Effective January 1, 2009, and every January 1 thereafter, the fees required in division (a) of this section shall be increased by the annual CPI-U inflationary index as published by The United States Bureau of Labor Statistics.
(Ord. 2008-55. Passed 11-25-08; Ord. No. 2023-03, § 2, Passed 1-24-23; Ord. No. 2024-06, § 2, Passed 2-27-24.)

286.11. Construction Drawings

Item	Fee
Review fee for construction drawings	1.5% of estimated infrastructure improvement costs

Editor's note: Ord. No. 2014-01, § 1, adopted January 17, 2014, repealed the former § 286.07, and enacted a new § 286.07 as set out herein. The former § 286.07 pertained final plats and derived from Ordinance 2008-55, passed 11-25-08.
(Ord. No. 2014-01, § 1, 1-17-14)

BUILDING PERMITS**286.12. Building Permit Fees****BUILDING PERMIT APPLICATION FEES**

Application Type	Fee
(a) One-, Two- and Three-Family Residential	\$260.00
(b) Residential (other than above)	\$100.00
(c) Commercial	\$500.00

(d) COMMERCIAL AND INDUSTRIAL BUILDINGS (OBC)

Item	Fee
Minimum building fee	\$500.00
<i>Use Groups A-Assembly, B-Business, E-Education, I-Institutional, M-Mercantile, R-Residential (excl. 1, 2 & 3 family)</i>	
Structural fees:	
Base Fee	\$280
New construction/addition	\$0.48 x sq. ft.
Or, partial permits:	
Footing/foundation	\$0.19 x sq. ft.
Shell	\$0.19 x sq. ft.
Interior finish	\$0.22 x sq. ft.
<i>Use Groups F-Factory, H-High Hazard, S-Storage, U-Utility/Miscellaneous</i>	
Structural fees:	
Base Fee	\$280
New construction/addition (up to 100,000 sq. ft.)	\$0.27 x sq. ft.
Portion over 100,000 sq. ft.	\$0.19 x sq. ft.
Or, partial permits:	
Footing/foundation (up to 100,000 sq. ft.)	\$0.16 x sq. ft.
Footing/foundation (over 100,000 sq. ft.)	\$0.14 x sq. ft.
Shell (up to 100,000 sq. ft.)	\$0.16 x sq. ft.
Shell (over 100,000 sq. ft.)	\$0.14 x sq. ft.
Interior finish (finished area)	\$0.08 x sq. ft.
Interior finish (over 100,000 sq. ft.)	\$0.08 x sq. ft.
Warehouses without changes after shell approval	\$500.00 + plan review fee

COMMERCIAL MECHANICAL, ELECTRICAL, AND RELATED FEES

Item	Fee
Electrical fees: minimum base fee	\$280.00 + \$6.55/100 sq. ft. total floor area
Vehicle Charging	\$280.00 + \$180 for additional changes on same permit
Electric for Solar Panels	\$280 + \$6.00/panel
Meter Bank Replacements	\$280 + \$25.00/meter on same permit
Mechanical fees:	
Use groups A, B, E, I, M, R	\$280.00 + \$6.55/100 sq. ft. total floor area
Use Groups F, H, S, U	\$280.00 + \$200.00/unit (no duct work)
Adding duct work to existing shell approval	\$280.00 + \$3.00/sq. ft. of duct work
Fire suppression fees: minimum base fee	\$280.00 + \$6.55/100 sq. ft. total floor area
Fire alarm fee: minimum base fee	\$280.00 + \$6.55/device

CHAPTER 286 - FEES

Minor alteration: per each type of permit	\$120.00 (Bldg, Elec, HVAC, Gas, Fire Protection)
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COMMERCIAL SIGNS, DEMOLITION, AND ADMINISTRATIVE FEES

Item	Fee
Permanent signs:	
Under 30 sq. ft. – structural or electrical	\$100.00
Over 30 sq. ft. – structural or electrical	\$200.00
Demolition permit: per building	\$120.00
Unspecified permit fee	Calculated per most similar permit type (Building Official discretion)
Special inspection	\$100.00
Re-inspection fee	\$100.00
Permit renewal fee	\$100.00
Certificate of occupancy	\$300.00
Temporary certificate of occupancy	\$500.00
Occupying without certificate of occupancy	\$500.00
Commercial plan review fees: per hour	\$80.00
Commercial revision fee	\$225.00 + plan review fee
Starting work without permits	\$200.00 or double the fees, whichever is greater
Board assessment: Pursuant to Ohio R.C. 3781.102(F)(1) an assessment equal to three percent of those fees imposed for plans and specifications and inspection approvals in connection with non-residential buildings shall be collected and remitted to the Ohio Board of Building Standards.	

(e) RESIDENTIAL ONE, TWO AND THREE FAMILY BUILDINGS (RCO)

Item	Fee
Building Fees	
Base fee - New homes, additions and alterations	\$100.00 + \$0.36/sq. ft.
Electric Fees	
Base fee	\$100.00 + \$0.065/sq. ft.
Construction temporary	\$100.00
Service entrance only	\$75.00
Service and additional wiring	\$100.00
Re-inspection	\$50.00
Swimming pool	\$90.00
Electric Vehicle Chargers	\$100.00
Generator	\$100.00
Solar Array (Bldg. and Electric)	\$100.00 + \$6.00/panel
Solar Array with Battery Storage	\$130.00 + \$6.00/panel

RESIDENTIAL MECHANICAL (HVAC) FEES

Item	Fee
Base fee: new, addition, remodel	\$100.00 + \$0.06/sq. ft.
Each additional unit	\$55.00
Duct extension only	\$55.00
Replacement heating and A/C (combined)	\$100.00
Replacement heating or A/C	\$80.00
Gas piping inspection	\$80.00

CHAPTER 286 - FEES**RESIDENTIAL ACCESSORY STRUCTURES, POOLS, AND DEMOLITION**

Item	Fee
Accessory structure: 120 sq. ft. or less	No permit required
Accessory structure: 121 sq. ft. or greater	\$100.00 + \$0.25/sq. ft.
Decks	\$100.00 + \$0.25/sq. ft.
Swimming pools	\$110.00
Demolition permit: per building	\$80.00

RESIDENTIAL ADMINISTRATIVE FEES

Item	Fee
Permit renewal fee	\$100.00
Re-inspection fee (3rd and subsequent)	\$90.00
Special inspection	\$80.00
Residential revision fee	\$150.00
Minor revision	\$80.00
Certificate of occupancy	\$100.00
Copy set of residential plans/re-stamp plans	Actual Cost
Occupying without certificate of occupancy	\$500.00
Missed inspection	\$150.00
Temporary certificate of occupancy (30 days)	\$125.00
Starting work without permits	\$100.00 or double the fees, whichever is greater
Non-permit inspection request	\$80.00
Temporary Tent 400-699 sq. ft with sides	\$80.00 + \$0.15/sq. ft.
Temporary Tent 700 sq. ft or more with or without sides	\$100.00 + \$0.12/sq. ft.
Fence over six feet tall	\$80.00
Board assessment: Pursuant to Ohio R.C. 3781.102(F)(2) an assessment equal to one percent of those fees imposed for plans and specifications and inspection approvals in connection with residential buildings shall be collected and remitted to the Ohio Board of Building Standards.	

RIGHT-OF-WAY PERMITS**286.13. Utility Right-of-Way Permits and Registration**

Permit Type	Fee
Utility Right-of-Way Construction Permit	\$150.00
Utility Right-of-Way Certificate of Registration	\$1,500.00
Utility Right-of-Way Minor Maintenance Permit	\$500.00
All other right-of-way permits not specified herein	\$100.00

(Ord. 2021-01. Passed 1-26-21.)

CONCRETE NEW & REPLACEMENT**286.14. Sidewalks, Curb and Gutter and Drive Aprons**

The following fees, deposits, and fines shall apply to concrete construction, repair, and replacement within the public right-of-way pursuant to Chapter 1022:

CONTRACTOR LICENSING FEES

Item	Fee
Concrete Contractor License (initial)	TBD
Concrete Contractor License Renewal (annual)	TBD
Required Surety Bond (minimum)	\$10,000.00

Licenses expire December 31 annually. Renewal applications due by November 15. No license shall be issued or renewed until all outstanding fines, penalties, and enforcement costs are paid in full.

PERMIT FEES

Item	Fee
Concrete work permit - Residential property	\$50.00
Concrete work permit - Commercial property	\$100.00

Permit deposit secures compliance with permit conditions and offsets City costs for additional inspections or remedial work. Permits required for all sidewalk, curb and gutter, and drive apron work unless part of a City-initiated assessment program.

INSPECTION FEES

Item	Fee
Standard inspections (pre-work, mid-work, final) - included with permit	No additional charge
Additional re-inspection fee (3rd and subsequent inspections due to contractor error, incomplete work, or non-compliance)	\$90

ADMINISTRATIVE PENALTIES (Per Chapter 1022.07)

Violation Type	Penalty
General violations - per day violation continues	Up to \$150.00
Unlicensed Contractor Work (escalating within 12 months)	
First offense	\$500.00
Second offense	\$1,000.00
Third and subsequent offenses	\$2,000.00
Using Unlicensed Subcontractors - per subcontractor (escalating within 12 months)	
First offense	\$500.00
Second offense	\$1,000.00
Third and subsequent offenses	\$2,000.00
Other Violations	
Work without permit - per violation	\$250.00

CHAPTER 286 - FEES

Federal accessibility violations (ADA/PROWAG/FHWA) - per violation	\$500.00
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Administrative penalties are in addition to other remedies available to the City, including stop work orders, license suspension or revocation, and criminal prosecution. Unpaid penalties may be certified to the County Auditor for collection.

CRIMINAL PENALTIES (Per Chapter 1022.14)

Violation	Fine
Violation of Chapter 1022 (minor misdemeanor) - per offense	Up to \$150.00

Each day a violation continues constitutes a separate offense.

(Ord. 2008-55. Passed 11-25-08; Ord. 2021-01. Passed 1-26-21; Ord. No. 2025-XX. Passed XX-XX-25.)

ENVIRONMENTAL & STORMWATER

286.15. Flood Plain Permit Fee

Permit Type	Fee
Flood Plain Permit	\$100.00
Flood Plain Review	

The City of Monroe utilizes a third-party consultant to evaluate all floodplain management applications and activities. At its discretion, the City of Monroe shall back charge the applicant for all costs incurred for review services related to floodway and floodplain management activities. Such costs shall be in addition to the permit fee set forth above and shall be invoiced to the applicant upon completion of the third-party review. Payment of all third-party review costs shall be required prior to issuance of any permit or approval.

(Ord. 2021-01. Passed 1-26-21.)

286.16. SWP3 Review Fee

Item	Fee
SWP3 review	\$1,000.00

(Ord. 2021-01. Passed 1-26-21.)

286.17. Abbreviated SWP3 Review Fee

Item	Fee
Abbreviated SWP3 Review	\$500.00

(Ord. 2021-01. Passed 1-26-21.)

286.18. Stormwater Management Appeals

Item	Fee
Appeal to administrative decision under Chapter 1028	\$100.00

(Ord. No. 2022-04. Passed 6-14-22; Ord. No. 2025-24. Passed 6-24-25.)

286.19. Stormwater Enforcement Fines

The following fines shall be assessed for violations of Chapter 1028 Comprehensive Storm Water Management:

Violation Type	Fine
Stop Work Order violation (SWP3 or Abbreviated SWP3) - per business day	\$250.00
Violation impacting MS4 and/or US Army Corps protected blue line streams - per business day (in addition to above)	\$500.00

Fines shall be assessed against the SWP3 Bond or site plan deposit. Any work completed during a Stop Work Order may result in forfeiture of the SWP3 bond.

(Ord. No. 2022-04. Passed 6-14-22; Ord. No. 2025-24. Passed 6-24-25.)

CEMETERY**286.20. Cemetery Rates**

The following rates shall be charged for the North Monroe and Mound Cemeteries:

Item	Rate
Purchase of Lot	
Resident	\$1,200.00 each
Non resident	\$2,400.00 each
Veteran resident	\$750.00 each
Veteran non resident	\$1,600.00 each
Full-time employees of the City of Monroe	\$1,200.00 each
Opening and Closing of Grave	
Weekday	\$900.00
Saturday, Sunday, holiday, and after 2:30 p.m. on weekdays	\$1,400.00
Infant Opening and Closing of Grave	
Weekday	\$450.00
Saturday, Sunday, holiday, and after 2:30 p.m. on weekdays	\$700.00
Urn Burial	
Weekday	\$450.00
Saturday, Sunday, holiday, and after 2:30 p.m. on weekdays	\$700.00
Foundations	
Foundation fee	\$0.70 per square inch
Indigent Burial	
Cremation and burial expense of an indigent person (maximum)	\$1,000.00

(Ord. 2008-63. Passed 1-13-09; Ord. No. 2016-28, § 1. Passed 10-11-16; Ord. No. 2025-XX. Passed XX-XX-25.)

REGULATORY FEES**286.21. Annual Regulatory Fee**

Item	Fee
(a) Annual regulatory fee (per Subsection 828.05(a)), expires Dec 31	\$100.00
(b) Work permit fee (per Subsection 828.05(h)), valid 1 year from issuance	\$50.00

(Ord. No. 2017-02, § 1. Passed 3-28-17.)

WATER SYSTEM FEES**286.22. Water Connection and Installation Fees**

Fee Type	Fee Amount
Service Line Inspection (per inspection)	\$50.00
Water Tap Installation (residential accounts)	\$1,637.00

Service line inspection fee covers both domestic and irrigation services if installed simultaneously. Water tap installation fee is assessed for taps made by the City.

286.23. Water System Tap-In Fees**RESIDENTIAL DEVELOPMENTS (R-1, R-2, R-3 ZONING DISTRICTS)**

Fee Type	Fee Amount
Residential dwelling unit tap-in	\$2,567.38 per dwelling unit

Effective April 1, 2012.

RESIDENTIAL DEVELOPMENTS (R-4, R-5 ZONING DISTRICTS)

Meter Size (Inches)	Fee Amount
5/8 or 3/4	\$2,952.48
1	\$3,594.33
1-1/2	\$4,492.91
2	\$7,702.13
3	\$16,687.96
4	\$25,673.78

5/8 or 3/4 inch meter effective January 1, 2022. All other sizes effective April 1, 2012.

NON-RESIDENTIAL DEVELOPMENTS

Meter Size (Inches)	Fee Amount
5/8 or 3/4	\$3,851.07
1	\$4,492.91
1-1/2	\$6,418.45
2	\$12,836.89
3	\$33,375.91
4	\$51,347.56
6	\$128,368.90
8	\$192,553.35

5/8 or 3/4 inch meter effective January 1, 2022. All other sizes effective April 1, 2012.

286.24. Special Area Tap-In Charges

Area	Location	Fee Amount
Texas Eastern Water Line	Britton Lane north of Lot 458; Todhunter Road from Britton Lane to west corporation limits at Yankee Road	\$220.00
Hodapp Water Line	North side of Todhunter Road between Britton Lane and Main Street	\$220.00
M.V.I.P. Water Line	Garver Road north of State Route to the south property line of Wickes	\$250.00

Texas Eastern fee payable to Texas Eastern. Hodapp fee payable to Dale Hodapp until November 14, 1991, then to City. M.V.I.P. fee does not apply to M.V.I.P.

MANCHESTER WATER LINE FEE SCHEDULE

CHAPTER 286 - FEES

Main Street between the north line of Lot 355 and Manchester Machine Company:

Tap Size	Fee Amount
3/4 inch	\$250.00
Greater than 3/4 inch up to 1-1/2 inch	Proportionate to cross-section vs. 3/4 inch tap
2 inch	\$1,750.00
3 inch	\$2,000.00
4 inch	\$4,000.00
6 inch	\$6,000.00
8 inch	\$8,000.00

286.25. Water Service and Administrative Fees

Fee Type	Fee Amount
Water Account Deposit (non-property owner/occupant applications)	\$200.00
Trip Charge (disconnection/reconnection; temporary shutoff)	\$35.00
Insufficient Funds Charge (per incident for returned payments)	\$30.00

286.26. Meter-Related Fees

METER CERTIFICATION TESTING

Meter Size	Fee Amount
3/4 inch	\$24.00 plus actual certification costs
1 to 1-1/2 inch	\$32.00 plus actual certification costs
2 to 3 inch	\$60.00 plus actual certification costs

No charge if the meter proves to be faulty.

TEMPORARY METER DEPOSITS

Meter Size	Deposit Amount
1 inch fire hydrant meter (commercial use prior to main meter installation)	\$1,000.00
3 inch fire hydrant meter (commercial use prior to main meter installation)	\$2,000.00

Deposits refunded if meter returned in the same condition; retained if meter not returned.

286.27. Water Emergency Violation Penalties

Violation Type	Fee Amount
Mandatory water ban violation (second and subsequent occurrences after warning)	\$100.00

GENERAL PROVISIONS - WATER SYSTEM FEES

- (a) **Payment Timing.** Water system tap-in fees must be paid in full prior to building permit issuance.
- (b) **Fee Calculations.** All fee charges are based on calculations provided by Arcadis.
- (c) **Special Contracts.** Council reserves the right to make special rates or contracts in individual cases.
- (d) **Pre-Assessments.** Properties where assessments previously paid or water lines installed by developer may have different fee structures per existing agreements.

Water usage rates, monthly administration fees, meter replacement fees, and fire protection fees remain codified in Chapter 1040.

ADMINISTRATIVE FEES

286.28. Administrative Fee

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

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

(Ord. No. 2025-13. Passed 4-5-25.)

ORDINANCE NO. 2025-53

AN ORDINANCE AMENDING SECTION 1040.10 OF THE CODIFIED ORDINANCES TO INCREASE THE RATE CHARGED FOR WATER FURNISHED BY THE CITY.

WHEREAS, the Water Fund will show a deficit fund balance by the end of fiscal year 2026 if water rates remain at their current level; and

WHEREAS, the rate charged to the City by Butler County for water supply has increased by the equivalent of approximately 29%.

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

SECTION 1: Section 1040.10 of the Codified Ordinances is hereby amended to read as follows:

1040.10 (a)

Effective January 1, 2026, the water rates shall be as follows:

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be \$10.61 per 1,000 gallons, or part thereof, effective January 1, 2026.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be \$12.28 per 1,000 gallons, or part thereof, effective January 1, 2026.

1040.10 (b)

Effective January 1, 2026, the rates charged outside the City shall be as follows:

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be \$17.50 per 1,000 gallons, or part thereof, effective January 1, 2025.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be \$20.26 per 1,000 gallons, or part thereof, effective January 1, 2026.

1040.10 (e)

In addition to the rates set forth in subsection 1040.10(a), effective January 1, 2026, there shall be a \$7.85 monthly administration fee charged for each single-family residential account. There shall be a monthly administration fee charged for each multi-family residential, commercial and industrial account based on the meter size as follows:

Meter size (inches)	Administration Fee
$\frac{5}{8}$ — $\frac{3}{4}$	\$7.85
1	\$41.20
1 $\frac{1}{2}$	\$52.55
2	\$59.60
3	\$79.95
4	\$137.30
6	\$182.80
8	\$228.60
10	\$359.05

SECTION 2: The effective date of this Ordinance shall be retroactive to January 1, 2026.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

COMMISSIONER
Donald L. Dixon

COMMISSIONER
Cindy Carpenter

COMMISSIONER
T.C. Rogers

COUNTY ADMINISTRATOR
Judi Boyko

315 High Street, 6th Floor
Hamilton, Ohio 45011

513.887.3247

www.bcoho.us



DELIVERY ELECTRONIC and U.S. POSTAL MAIL

May 28, 2025

Mr. Larry Lester
City Manager
City of Monroe
33 S. Main St.
P.O. Box 330
Monroe, OH 45050-0330

**SUBJECT: BUTLER COUNTY CITY OF MONROE AMENDED WHOLESALE WATER
SUPPLY AGREEMENT (the "Agreement")**

Dear Larry,

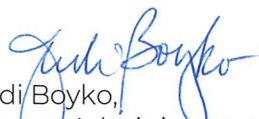
Thank you for your and your staff's efforts to advance the subject Agreement's negotiations prior to the amendment's expiration of May 31, 2025.

The Board of Commissioners Butler County, Ohio (the "Board") recognizes the parties are mostly in alignment with the terms and conditions of the Agreement. The Board understands the City's request to transition the new rate promulgated in the Agreement, \$3.84/kgal and has declined this request due to the increased costs to the County, demonstrated in a cost of services study, in supplying water to the City.

Please note that should an agreement not be reached prior to the May 31, 2025 expiration the Board will continue to supply water to the City in anticipation of a new Agreement being reached imminently. If a new Agreement is not reached by July 31, 2025, please accept this notice that the Board will begin charging the City \$3.84/kgal, effective August 1, 2025.

Please contact me at 513.887.3032 if you have any questions or need clarification.

ON BEHALF OF THE BOARD OF COMMISSIONERS


Judi Boyko,
County Administrator

cc: James Williams, Director
Sue Vance, Interim Director
Brandi Day, Administrative Division Head

Water Rate Comps

**2025
ANNUAL RATE SURVEY
WATER COST**

Rates are based on 22,500 gallons or
3,000 cubic feet of water in a three
month period. Rates quoted are those
in effect as of
March 1, 2025

HIGH: \$ 401.46
LOW: \$ 69.00
AVERAGE: \$ 163.22
MEDIAN: \$ 156.22

WATER INCREASE OF 3.5%
FROM 2024 AVERAGE RATES

70 WATER JURISDICTIONS

**2025
ANNUAL RATE SURVEY
SEWER COST**

Rates are based on 22,500 gallons or 3,000
cubic feet of water in a three month period.
Rates quoted are those in effect as of
March 1, 2025

HIGH: \$314.28
LOW: \$74.55
AVERAGE: \$173.59
MEDIAN: \$168.26

SEWER INCREASE OF 1.77%
FROM 2024 AVERAGE RATES

68 JURISDICTIONS

**2025
ANNUAL RATE SURVEY
COMBINED
WATER & SEWER COSTS**

HIGH: \$ 710.19
LOW: \$ 159.75
AVERAGE: \$ 337.75
MEDIAN: \$ 318.75

COMBINED COSTS HAD AN
INCREASE OF 3.37%
FROM 2024 RATES

70 JURISDICTIONS
WITH BOTH WATER AND SEWER

**2025
ANNUAL RATE SURVEY
MONTHLY STORM FEES**

TYPICAL COSTS FOR A SINGLE RESIDENTIAL HOME.
EQUIVALENT RESIDENTIAL UNIT (ERU) SIZE VARIES
PER MUNICIPALITY

HIGH: \$35.13
LOW: \$2.95
AVERAGE: \$5.99
MEDIAN: \$4.75

30 JURISDICTIONS WITH
MONTHLY STORM FEES.

**2025
ANNUAL RATE SURVEY
COMBINED
WATER AND SEWER
TAP FEES**

HIGH: \$ 10,500.00
LOW: \$ 375.00
AVERAGE: \$ 4356.96
MEDIAN: \$ 3959.00

69 JURISDICTIONS
WITH BOTH WATER AND SEWER

	WATER (Quarterly)	SEWER (Quarterly)	COMBINED Water/Sewer	STORMWATER (Monthly)	COMBINED Water/Sewer Tap Fees
Monroe	\$214.43	\$89.19	\$303.62	\$5.00	\$7,162.00
Average	\$163.22	\$173.59	\$337.75	\$5.99	\$4,356.96
Median	\$156.22	\$168.26	\$318.75	\$4.75	\$3,959.00
Rank	60/70	2/70	24/70	20/30	56/68

Water Rate History

- Resolution 69-2020 authorized a Water Rate Study agreement with Baker Tilly Municipal Advisors, LLC in October 2020 for \$39,500 and adopted the study and recommended Water Rates with the passage of Ordinance 2021-52 in October 2021 that set the Water Rates for January 1, 2022 thru January 1, 2025
- Rate History
 - 3% increase 2016 – 2019; no increase in 2020 – 2021; 5% increase 2022 – 2025
 - Rate increases in 2022 – 2025 impact Water Usage Rates, Water Flat Rate & Meter Replacement Fee

Water Usage Rates

Effective Date	Inside City Limits Less than 20,000 gallons	Inside City Limits More than 20,000 gallons	Outside City Limits Less than 20,000 gallons	Outside City Limits More than 20,000 gallons
1/1/2015	\$5.97 / thousand gallons	\$6.91 / thousand gallons	\$9.84 / thousand gallons	\$11.41 / thousand gallons
1/1/2016	\$6.16 / thousand gallons	\$7.13 / thousand gallons	\$10.16 / thousand gallons	\$11.78 / thousand gallons
1/1/2017	\$6.36 / thousand gallons	\$7.36 / thousand gallons	\$10.49 / thousand gallons	\$12.16 / thousand gallons
1/1/2018	\$6.56 / thousand gallons	\$7.60 / thousand gallons	\$10.83 / thousand gallons	\$12.55 / thousand gallons
1/1/2019 - 12/31/2021	\$6.77 / thousand gallons	\$7.84 / thousand gallons	\$11.18 / thousand gallons	\$12.95 / thousand gallons
1/1/2022	\$7.11 / thousand gallons	\$8.23 / thousand gallons	\$11.74 / thousand gallons	\$13.60 / thousand gallons
1/1/2023	\$7.47 / thousand gallons	\$8.64 / thousand gallons	\$12.33 / thousand gallons	\$14.28 / thousand gallons
1/1/2024	\$7.84 / thousand gallons	\$9.07 / thousand gallons	\$12.95 / thousand gallons	\$14.99 / thousand gallons
1/1/2025	\$8.23 / thousand gallons	\$9.52 / thousand gallons	\$13.60 / thousand gallons	\$15.74 / thousand gallons

Butler County Water & Sewer Contract

- Butler County Water & Sewer Contract from 2004 (Amendments in 2007 & 2012) expired
 - Rate Increases on previous contract followed CPI (Avg. 2.5% annually)
 - Rate Increase included on new contract equates to 29%

Residential Impact of BCWS Proposed 29% Increase + Other Possible Scenarios

Service	Charge Amount (Current)	Charge Amount (Proposed 29% Increase)	Charge Amount (10% Increase - 3 yr phase-in)	Charge Amount (5% Increase - 5 yr phase-in)
Water	49.38	63.70	54.32	51.85
Water Flat	6.10	7.87	6.71	6.41
Sewer	20.16	20.16	20.16	20.16
Sewer Flat	4.53	4.53	4.53	4.53
Trash	21.81	21.81	21.81	21.81
Stormwater	5.00	5.00	5.00	5.00
Streetlight	2.31	2.31	2.31	2.31
Meter Replacement	3.65	3.65	3.65	3.65
Total Monthly Bill	112.94	129.03	118.49	115.71
Monthly Increase Over Current Total Bill (if no other service rate changes)		16.09 14%	5.55 5%	2.77 2%

Rate / Fund Balance / Capital Scenarios

WATER FUND - 5% Annual Increase

	2024 ACTUAL	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE	2028 ESTIMATE	2029 ESTIMATE	2030 ESTIMATE	2031 ESTIMATE	2032 ESTIMATE	2033 ESTIMATE	2034 ESTIMATE	2035 ESTIMATE
Beginning Cash Balance	\$ 1,071,264	\$ 1,360,435	\$ 946,811	\$ 173,751	\$ (141,691)	\$ (420,417)	\$ (659,388)	\$ (855,403)	\$ (655,014)	\$ (404,606)	\$ (100,272)	\$ 262,009
Revenues	3,957,478	3,779,412	3,944,600	4,119,600	4,302,975	4,495,128	4,696,485	4,907,389	5,128,409	5,360,034	5,602,781	5,857,190
Expenditures	(3,548,133)	(4,193,036)	(4,717,660)	(4,435,042)	(4,581,700)	(4,734,100)	(4,892,500)	(4,707,000)	(4,878,000)	(5,055,700)	(5,240,500)	(5,432,600)
Unencumbered Cash Balance	\$ 1,360,435	\$ 946,811	\$ 173,751	\$ (141,691)	\$ (420,417)	\$ (659,388)	\$ (855,403)	\$ (655,014)	\$ (404,606)	\$ (100,272)	\$ 262,009	\$ 686,599
Annual Amt. Available for Capital				(315,442)	(278,725)	(238,972)	(196,015)	200,389	250,409	304,334	362,281	424,590

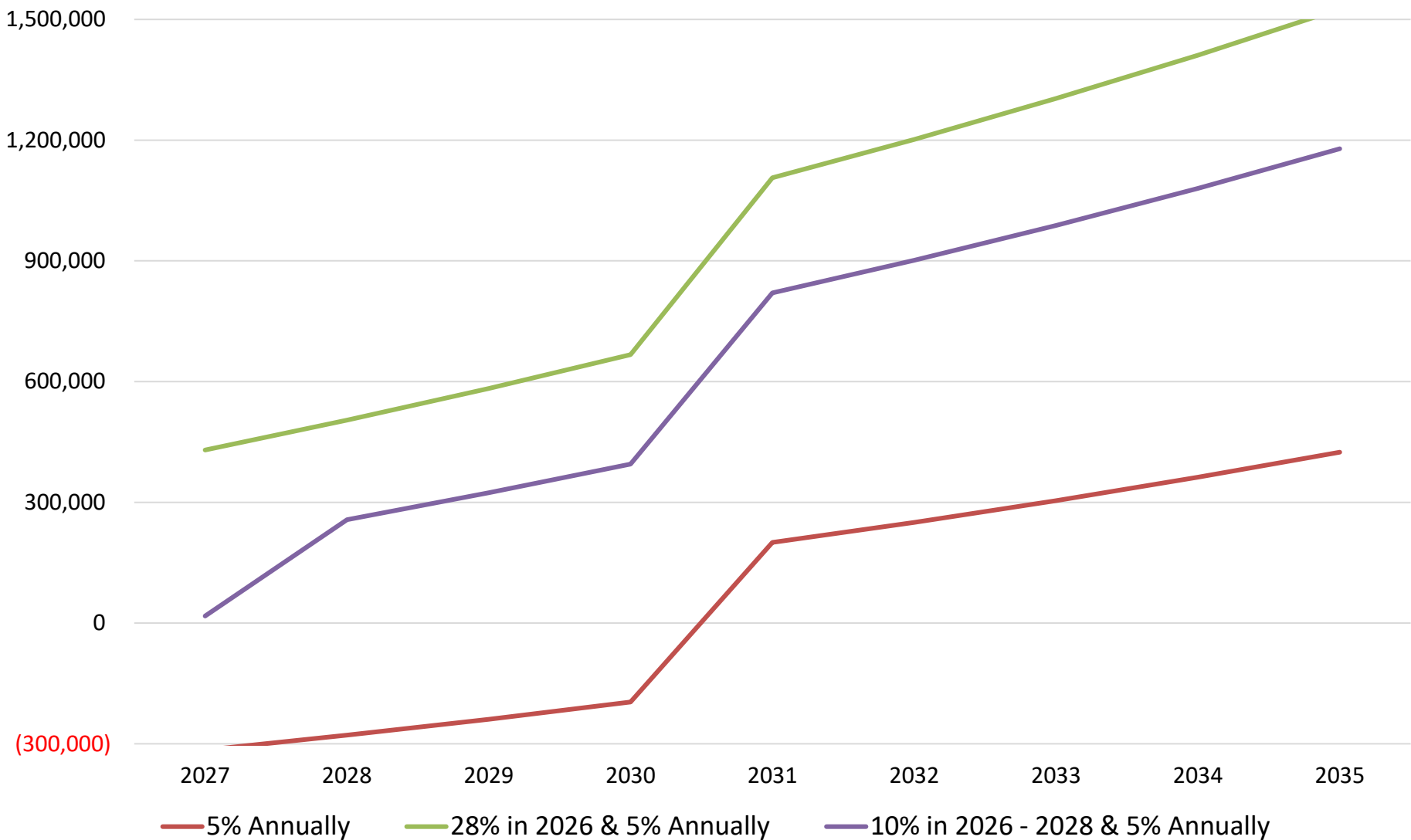
WATER FUND - 29% Increase in 2026 & 5% Annual Increase 2027 - 2035

	2024 ACTUAL	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE	2028 ESTIMATE	2029 ESTIMATE	2030 ESTIMATE	2031 ESTIMATE	2032 ESTIMATE	2033 ESTIMATE	2034 ESTIMATE	2035 ESTIMATE
Beginning Cash Balance	\$ 1,071,264	\$ 1,360,435	\$ 946,811	\$ 883,740	\$ 1,313,785	\$ 1,817,823	\$ 2,400,752	\$ 3,067,732	\$ 4,174,267	\$ 5,376,128	\$ 6,679,487	\$ 8,090,744
Revenues	3,957,478	3,779,412	4,654,588	4,865,088	5,085,737	5,317,029	5,559,480	5,813,535	6,079,861	6,359,059	6,651,757	6,958,615
Expenditures	(3,548,133)	(4,193,036)	(4,717,660)	(4,435,042)	(4,581,700)	(4,734,100)	(4,892,500)	(4,707,000)	(4,878,000)	(5,055,700)	(5,240,500)	(5,432,600)
Unencumbered Cash Balance	\$ 1,360,435	\$ 946,811	\$ 883,740	\$ 1,313,785	\$ 1,817,823	\$ 2,400,752	\$ 3,067,732	\$ 4,174,267	\$ 5,376,128	\$ 6,679,487	\$ 8,090,744	\$ 9,616,760
Annual Amt. Available for Capital			430,046	504,037	582,929	666,980	1,106,535	1,201,861	1,303,359	1,411,257	1,526,015	

WATER FUND - 10% Increase in 2026 - 2028 & 5% Annual Increase 2029 - 2035

	2024 ACTUAL	2025 ESTIMATE	2026 ESTIMATE	2027 ESTIMATE	2028 ESTIMATE	2029 ESTIMATE	2030 ESTIMATE	2031 ESTIMATE	2032 ESTIMATE	2033 ESTIMATE	2034 ESTIMATE	2035 ESTIMATE
Beginning Cash Balance	\$ 1,071,264	\$ 1,360,435	\$ 946,811	\$ 329,679	\$ 347,257	\$ 604,429	\$ 928,150	\$ 1,322,962	\$ 2,143,720	\$ 3,045,515	\$ 4,033,805	\$ 5,114,240
Revenues	3,957,478	3,779,412	4,100,528	4,452,620	4,838,872	5,057,821	5,287,312	5,527,758	5,779,795	6,043,990	6,320,935	6,611,251
Expenditures	(3,548,133)	(4,193,036)	(4,717,660)	(4,435,042)	(4,581,700)	(4,734,100)	(4,892,500)	(4,707,000)	(4,878,000)	(5,055,700)	(5,240,500)	(5,432,600)
Unencumbered Cash Balance	\$ 1,360,435	\$ 946,811	\$ 329,679	\$ 347,257	\$ 604,429	\$ 928,150	\$ 1,322,962	\$ 2,143,720	\$ 3,045,515	\$ 4,033,805	\$ 5,114,240	\$ 6,292,891
Annual Amt. Available for Capital			17,578	257,172	323,721	394,812	820,758	901,795	988,290	1,080,435	1,178,651	

Rate / Fund Balance / Capital Scenarios



1040.10. - Rates.

- (a) The rates for water furnished by the city within the corporate limits are hereby fixed and charged as set forth below. Usage is based on monthly meter readings.

June 1, 2014

~~When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be \$5.78 per 1,000 gallons, or part thereof.~~

~~When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be \$6.69 per 1,000 gallons, or part thereof.~~

~~Effective January 1, 2015 and every January 1 thereafter through 2019, the water rates shall increase by three and two-tenths (3.20) percent.~~

~~Effective January 1, 2022 and every January 1 thereafter through 2025, the water rates shall be as follows:~~

~~When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be \$7.11 per 1,000 gallons, or part thereof, effective January 1, 2022; \$7.47 effective January 1, 2023; \$7.84 effective January 1, 2024; and \$8.23 effective January 1, 2025.~~

~~When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be \$8.23 per 1,000 gallons, or part thereof, effective January 1, 2022; \$8.64 effective January 1, 2023; \$9.07 effective January 1, 2024; and \$9.52 effective January 1, 2025.~~

- (b) The rates charged to consumers located outside the city are hereby established at 165 percent of the rates charged to consumers located in the city, except as outlined in the water supply agreement with the Board of County Commissioners of Butler County dated February 23, 2004, and amendment subsequent to its adoption.

~~Effective January 1, 2022 and every January 1 thereafter through 2025, the rates charged outside the City shall be as follows:~~

~~When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be \$11.74 per 1,000 gallons, or part thereof, effective January 1, 2022; \$12.33 effective January 1, 2023; \$12.95 effective January 1, 2024; and \$13.60 effective January 1, 2025.~~

~~When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be \$13.60 per 1,000 gallons, or part thereof, effective January 1, 2022; \$14.28 effective January 2, 2023; \$14.99 effective January 1, 2024; and \$15.74 effective January 1, 2025.~~

- (c) A fee of \$50.00 shall be charged for the inspection of the installation of the service line and the meter set. In the event two services are installed at the same time, domestic use and water only, the inspection fee above will cover the installation of both services.

- (d) A fee of \$3.00 per month shall be charged for each residential meter to be used for the replacement of meters and reading equipment through December 31, 2021. Thereafter, the fee for each meter shall be:

Effective Date	Meter size (inches)	Meter Replacement Fee
January 1, 2022	$\frac{5}{8}$ — $\frac{3}{4}$	\$3.15
January 1, 2023	$\frac{5}{8}$ — $\frac{3}{4}$	\$3.30
January 1, 2024	$\frac{5}{8}$ — $\frac{3}{4}$	\$3.50
January 1, 2025	$\frac{5}{8}$ — $\frac{3}{4}$	\$3.65
January 1, 2022	1	\$7.90
January 1, 2023	1	\$8.30
January 1, 2024	1	\$8.70
January 1, 2025	1	\$9.15
January 1, 2022	1 $\frac{1}{2}$	\$15.75
January 1, 2023	1 $\frac{1}{2}$	\$16.55
January 1, 2024	1 $\frac{1}{2}$	\$17.40
January 1, 2025	1 $\frac{1}{2}$	\$18.25
January 1, 2022	2	\$25.20
January 1, 2023	2	\$26.45
January 1, 2024	2	\$27.80
January 1, 2025	2	\$29.20

January 1, 2022	3	\$47.25
January 1, 2023	3	\$49.60
January 1, 2024	3	\$52.10
January 1, 2025	3	\$54.75
January 1, 2022	4	\$78.75
January 1, 2023	4	\$82.70
January 1, 2024	4	\$86.85
January 1, 2025	4	\$91.25
January 1, 2022	6	\$157.50
January 1, 2023	6	\$165.40
January 1, 2024	6	\$173.70
January 1, 2025	6	\$182.50
January 1, 2022	8	\$252.00
January 1, 2023	8	\$264.60
January 1, 2024	8	\$277.85
January 1, 2025	8	\$292.00
January 1, 2022	10	\$362.25
January 1, 2023	10	\$380.35
January 1, 2024	10	\$399.40

January 1, 2025	10	\$419.75
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- (e) ~~Through December 31, 2021~~, in addition to the rates set forth in subsection ~~1040.10(a)~~, there shall be a ~~\$5.00~~ monthly administration fee charged for each single-family residential account. There shall be a monthly administration fee charged for each multi-family residential, commercial and industrial account based on the meter size as follows:

Meter size (inches)	Administration fee
$\frac{3}{4}$	\$ 5.00
1	26.25
1½	33.50
2	38.00
3	51.00
4	87.50
6	116.50
8	145.75
10	229.00

~~Thereafter, the monthly administration fee shall be as follows:~~

Effective Date	Meter size (inches)	Administration Fee
January 1, 2022	$\frac{5}{8}$ — $\frac{3}{4}$	\$5.25
January 1, 2023	$\frac{5}{8}$ — $\frac{3}{4}$	\$5.50

January 1, 2024	$\frac{5}{8} - \frac{3}{4}$	\$5.80
January 1, 2025	$\frac{5}{8} - \frac{3}{4}$	\$6.10
January 1, 2022	1	\$27.55
January 1, 2023	1	\$28.95
January 1, 2024	1	\$30.40
January 1, 2025	1	\$31.95
January 1, 2022	1 $\frac{1}{2}$	\$35.20
January 1, 2023	1 $\frac{1}{2}$	\$36.95
January 1, 2024	1 $\frac{1}{2}$	\$38.80
January 1, 2025	1 $\frac{1}{2}$	\$40.75
January 1, 2022	2	\$39.90
January 1, 2023	2	\$41.90
January 1, 2024	2	\$44.00
January 1, 2025	2	\$46.20
January 1, 2022	3	\$53.55
January 1, 2023	3	\$56.25
January 1, 2024	3	\$59.05
January 1, 2025	3	\$62.00
January 1, 2022	4	\$91.90

January 1, 2023	4	\$96.50
January 1, 2024	4	\$101.35
January 1, 2025	4	\$106.45
January 1, 2022	6	\$122.35
January 1, 2023	6	\$128.50
January 1, 2024	6	\$134.95
January 1, 2025	6	\$141.70
January 1, 2022	8	\$153.05
January 1, 2023	8	\$160.70
January 1, 2024	8	\$168.75
January 1, 2025	8	\$177.20
January 1, 2022	10	\$240.45
January 1, 2023	10	\$252.45
January 1, 2024	10	\$265.10
January 1, 2025	10	\$278.35

- (f) A monthly fire protection fee shall be charged based on the size of connection effective January 1, 2022. The monthly fire protection fee for private hydrants shall be \$389.59 effective January 1, 2022. This fee applies to users with fire protection systems.

Size of Connection	Fire Protection Fee
1 inch	\$3.50

2 inch	\$21.67
3 inch	\$62.93
4 inch	\$134.12
6 inch	\$389.59
8 inch	\$830.24
10 inch	\$1,493.03
12 inch	\$2,411.64

(Ord. 2001-33. Passed 11-27-01; Ord. 2002-04. Passed 3-12-02; Ord. 2004-23. Passed 7-13-04; Ord. 2009-01. Passed 2-24-09; Ord. No. 2013-20, § 2. Passed 9-24-13; Ord. No. 2014-13, § 1. Passed 5-13-14; Ord. No. 2017-14, § 10. Passed 7-11-17.; Ord. No. 2020-05, § 1. Passed 2-25-20; Ord. No. 2021-52, § 1, Passed 10-26-2021; Ord. No. 2022-05, § 1, Passed 5-10-22)

RESOLUTION NO. 77-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MONROE AND CENTRALSQUARE TECHNOLOGIES, LLC FOR A COMPUTER-AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) FOR THE POLICE DEPARTMENT AND COMMUNICATIONS CENTER.

WHEREAS, this replaces the current CAD/RMS system that has been in place for twelve years and is included in the 2026 capital improvement budget.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and CentralSquare Technologies, LLC pursuant to the terms and conditions set forth on “Exhibit A” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Monroe Police Department, OH** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Monroe Police Department
1000 Business Center Drive Lake Mary, FL 32746	601 S Main Street, Monroe, OH , 45050
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: PSJ Pro

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
- 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
- 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
- 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 1.8. **"Delivery"** means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
- 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
- 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
- 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
- 1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
- 1.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.14. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
- 1.15. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support) or Exhibit 8 (Managed Services Provisions).
- 1.16. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
3. Use Restrictions. Authorized Users shall not:
- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
 - 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
 - 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
 - 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.
4. Audit.
- 4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

- 7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and

future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. Security.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **Monroe Police Department**
601 S Main Street
Monroe, OH 45050
Phone: 513-539-9234
Email: buchananb@monroeohio.org
Attention: Bob Buchanan

12. **Force Majeure.**

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. **Indemnification.**

- 13.1. **CentralSquare Indemnification.** CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection

with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. RESERVED.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

- 17.2. **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. **Confidential Mediation.** The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. **Litigation.** If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
24. **Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases.** The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.
- 29. Order of Precedence.**
- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
- 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
- Exhibit 1:** Solution(s) and Services Fee Schedule
 - Exhibit 2:** Maintenance & Support
 - Exhibit 3:** CentralSquare Access Management Policy
 - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5:** Statement of Work
 - Exhibit 6:** Using/Accessing Agency Guidelines (if applicable)
 - Exhibit 7:** Service Level Commitments (if applicable)
 - Exhibit 8:** Managed Services Provisions (if applicable)
 - Exhibit 9:** Community Data Platform Agreement (if applicable)
 - Exhibit 10:** Third-Party Terms and Conditions

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-218975

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD PS Pro CLQ Location & Image Retrieval Annual Subscription Fee	1	8,100.00	- 810.00	7,290.00
2.	CAD PS Pro Priority SMS Paging Annual Subscription Fee	1	6,300.00	- 630.00	5,670.00
3.	CAD PS Pro RapidSOS LEI & Portal Integration Annual Subscription Fee	1	3,780.00	- 378.00	3,402.00
4.	CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee	3	1,800.00	- 540.00	4,860.00
5.	CentralSquare Pro CAD Cloud Platform Annual Subscription Fee	1	30,000.00	- 3,000.00	27,000.00
6.	CentralSquare Pro Cloud AVL Mapping Annual Subscription Fee	1	6,550.00	- 655.00	5,895.00
7.	Mapping PS Pro TAIP AVL Interface (Import) Annual Subscription Fee	1	6,630.00	- 663.00	5,967.00
8.	CentralSquare Pro CAD Cloud Mobile Position Annual Subscription Fee	14	450.00	- 630.00	5,670.00
9.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	39	120.00	- 468.00	4,212.00
10.	Mobile PS Pro Accident Reporting Annual Subscription Fee	14	130.00	- 182.00	1,638.00
11.	Mobile PS Pro eCitations Annual Subscription Fee	14	190.00	- 266.00	2,394.00
12.	CentralSquare Pro Cloud Personnel Annual Subscription Fee	1	1,232.00	- 123.20	1,108.80
13.	Centerline AI Platform Annual Subscription Fee	1	3,000.00	- 300.00	2,700.00
14.	Centerline AI User Annual Subscription Fee	39	350.00	- 1,365.00	12,285.00
15.	CentralSquare Pro Records Cloud Officer Annual Subscription Fee	39	400.00	- 1,560.00	14,040.00
16.	CentralSquare Pro Records Cloud Platform Annual Subscription Fee	1	30,000.00	- 15,000.00	15,000.00
17.	PS Pro OH LEADS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	5,120.62		5,120.62
18.	PS Pro OH LEADS/NCIC Interface (Criminal History) Annual Subscription Fee	1	465.52		465.52
19.	PS Pro OH LEADS/NCIC Interface (Warrants) Annual Subscription Fee	1	3,724.08		3,724.08
20.	Records PS Pro Accident Reporting Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
21.	Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00

22.	Records PS Pro eCitations Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
23.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	2,650.00	- 265.00	2,385.00
24.	Public Safety Citizen Reporting (RMS) Annual Subscription Fee	1	2,500.00	- 250.00	2,250.00

Software Subtotal	168,112.22 USD
Discount	- 27,880.20 USD
Software Total	140,232.02 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Safety Data Conversion Services - Fixed Fee	36,075.00
2.	Public Safety Project Management Services - Fixed Fee	7,410.00
3.	Centerline Implementation Services - Fixed Fee	1,560.00
4.	Public Safety Consulting Services - Fixed Fee	39,780.00
5.	Public Safety GIS/Analytics Services - Fixed Fee	6,825.00
6.	Public Safety Project Management Services - Fixed Fee	18,915.00
7.	Public Safety Technical Services - Fixed Fee	25,740.00
8.	Public Safety Training Services - Fixed Fee	17,745.00
9.	Public Safety Travel & Living Expenses Estimate	9,200.00

Services Subtotal	163,250.00 USD
Discount	- 20,026.50 USD
Services Total	143,223.50 USD

QUOTE SUMMARY

Software Subtotal	168,112.22 USD
--------------------------	----------------

Services Subtotal	163,250.00 USD
--------------------------	----------------

Quote Subtotal	331,362.22 USD
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Discount - 47,906.70 USD

Quote Total **283,455.52 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	140,232.02

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Payment Terms:**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- The Annual Subscription Fees shall increase by 5% beginning on Year 6 for On-Premise Subscriptions.

Services:**Payment Schedule:**

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2

Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via https://support.centalsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via https://support.centalsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
 - 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies (“CentralSquare”) requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication (“FIPS”) 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare’s support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency’s system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency’s system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust’s escorted session, Securelink may be utilized via “quick connect”. To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via “gatekeeper”. The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer’s network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4
Certificate of Insurance (Evidence of Coverage)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EOIC-GAWU-24-25	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Charter Oak Fire Insurance Co.		25615
INSURER B: Phoenix Insurance Company		25623
INSURER C: Travelers Property Casualty Company Of America		25674
INSURER D: Travelers Casualty And Surety Company		19038
INSURER E: AVG Specialty Insurance Company		26883
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			H-660-55758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			BA-65783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-65801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-65783668-24-I3-G	08/31/2024	08/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit 5,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
---	---

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ACORD 25 (2016/03)

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EXHIBIT 5
Statement of Work

[ATTACHED]

CENTRAL SQUARE
STATEMENT OF WORK

Monroe Police, OH

Version 1.0
Pro Suite Cloud

1000 Business Center Drive, Lake Mary, FL 32746
407.304.3235 | Fax: 407.304.3301 | www.centalsquare.com

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Document Control

Date	Version	Details/Changes	Author
05.12.25	1.0	Initial Draft	A. Velazquez

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1 OVERVIEW

1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and Monroe Police, OH (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

1.2 General Customer Responsibilities

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- CentralSquare will provide Network Requirements Document and Server Requirements Document that outline the required network and port configuration needed for the application to function within the Customer network.
- The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on workstations and mobile computers.
- Configuration, maintenance, testing, and supporting the third-party systems that Customer operates, and which will be interfaced with as a part of this project. This project includes the contracted interfaces listed in [Appendix A – Standard CentralSquare Interfaces](#).
- Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are regular Project meetings, discussion regarding Interfaces, network planning, testing, and system installation planning.
- The project timeline will require a commitment by Customer staff to attend project meetings and execute action items within the mutually agreed upon defined time parameters in the project schedule.

1.3 Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be “Commercial Off the Shelf” (COTS) software packages. The functionality of these

products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- CentralSquare is not responsible for the deficiencies in the Customer's internal or contracted network to support Pro Suite workstations/mobiles.
- This project does not include creation or modification of GIS data by CentralSquare staff.
- CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- CentralSquare is not responsible for submitting NIBRS data to the State. Customer assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services to implement the CentralSquare PS Pro Suite cloud. The Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all server and user licenses, interfaces, as well as other CentralSquare tools and utilities.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature.

2.2 Production Environment

This is the primary environment which is used for normal day-to-day operations. Under normal circumstances all users will be live on this system. It will contain the primary production databases and data used by the system for live operations. The production environment for the Customer will be hosted on the AWS GovCloud.

2.3 Train Environment

The train environment will be hosted in the AWS GovCloud and can be utilized for new staff training, refresher training, and for testing new software releases and or configuration changes. The train environment can mirror and be refreshed from the production environment at the request of the Customer.

2.4 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed • Active calls for service	• Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Mapping AVL	• Vehicle locations on map	• Call for service integration
Civil (Core)	• Civil Papers • Configurable paper types	• Service attempt log • Full audit trail
Mobile Core	• Grants access to the CentralSquare Mobile application	
Mobile Accident Reporting	• Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries • Prefill from NCIC return (for agency State only)	• Paper accident report creation and printing • Case report association
Mobile AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries

Mobile eCitations	• Off-line operation • Driver's license and vehicle registration scanning • Automated NCIC driver's license and registration queries	• Prefill from NCIC return (for agency State only) • Paper ticket creation and printing • Case report association
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Public Safety Citizen Reporting (P2C)	• Standalone application • Online reporting platform for citizens to report non-emergency incident reports	
Records (Core)	• Case Reports • NIBRS Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail

Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements • Tow Calls • Bicycle Registrations	• Parking Tickets • Custom Forms • Accident Reporting w/State Specific Form • eCitations w/State Specific Forms
Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports • Universal Interface Engine
CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing
Centerline AI	• Web-based application – Cloud Native • Integrated AI into Report Writing System • Body Worn Camera transcription • State specific e-charging forms	• Configurable forms, fields, and exports • Required state exports included • Completed and approved records for reporting

3 PROJECT CONTROLLING PROCESSES

3.1 Overview

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and effectively managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project.

3.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to thoroughly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post go-live delivery.

3.2.1. CentralSquare Responsibilities

- a. CentralSquare will capture the information required to prepare a Change Order and submit to the Customer.

3.2.2. Customer Responsibilities

- a. When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- b. When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a change order. This process may also include participation in the requirements process.
- c. Customer will approve and process Change Orders in a timely manner.

3.3 Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- Accomplishments during the Reporting Period.
- Planned upcoming activities.
- Issues.
- Risks.
- Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project Provisioning Guides will be created to document Project issues and action items. These Provisioning Guides are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project Provisioning Guides are reviewed with Customer on an as needed basis through the course of the Project. The Consultant is responsible for periodically providing copies of updated Provisioning Guides.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule will consist of the following:

- a. Major Tasks.
- b. Task Responsibility.
- c. Task Duration.
- d. Major Milestones.
- e. Tasks Completed.
- f. Tasks in Progress.

3.3.1. CentralSquare Responsibilities

- a. Provide a written report of Project status once a month.
- b. Track issues and action items to closure through product specific Provisioning Guides. Customer will be periodically provided with updated copies of the Provisioning Guide.
- c. Conduct status meetings/conference calls every two (2) weeks.
- d. Maintain an up-to-date Project Schedule.

3.3.2. Customer Responsibilities

- a. Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b. Participate in Project status meetings.
- c. Ensure participation of personnel in tasks and meetings.

3.4 Document Review

In the course of the Project, CentralSquare will deliver several documents to the Customer for review. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

3.4.1. Documents Subject to Customer Approval

- a. Change Orders
- b. System Review
- c. Cloud Verification

3.5 Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

- a. Project Status Report.

3.5.1. CentralSquare Responsibilities

- a. Distribute the documents to Customer.
- b. Coordinate the process to consolidate comments and edit documents.

- c. Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

3.5.2. Customer Responsibilities

- a. Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b. Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule warrant a shortened turnaround.

3.6 Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System. If there are any additional costs from the third parties the Customer is responsible for those costs.

3.6.1. CentralSquare Responsibilities

- a. Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
- b. Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c. Inform Customer when configuration and or programming will require interaction and/or documentation from a third-party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

3.6.2. Customer Responsibilities

- a. Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.

- b. Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c. Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested

4 PROJECT INITIATION AND PLANNING

4.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears go-live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

4.1.1. CentralSquare Responsibilities

- a. Assign a Project Manager to the Project to participate in initiation phase activities.
- b. Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- c. Baseline the Project Schedule.

4.1.2. Customer Responsibilities

- a. Assign a Project Manager for the Project to participate in initiation phase activities.
- b. Identify and engage Customer's Project team.
- c. Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d. Review and comment on CentralSquare provided documentation to support initiation activities.

4.2 Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a kickoff meeting with Customer's Project team. During the kickoff meeting, the CentralSquare Project Manager will provide an overview of the following:

- a. A high-level description of Project Deliverables.
- b. A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- c. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- d. Review any project related questions from Customer's team.

4.2.1. CentralSquare Responsibilities

- a. Prepare the agenda and set a date for the kickoff that is convenient to Customer and CentralSquare Team.
- b. Distribute any documents that Customer should review in advance of the kickoff meeting.
- c. Conduct the kickoff meeting.

4.2.2. Customer Responsibilities

- a. Work with the CentralSquare Project Manager to facilitate scheduling a date for the kickoff meeting.
- b. Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c. Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

5 PROJECT EXECUTION

5.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of configuration, installation and testing of software deliverables and migration from on premise to cloud. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

5.2 System Installation

Overview: System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Cloud virtual provisioning will be the responsibility of CentralSquare. With the exception of on-premise hardware components listed in this SOW, section [5.2.2 – On-Premise Components](#), future on-premise hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be: a combination of cloud and on-premise components.

5.2.1. Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

It is preferred that the connection between the Customer and the CentralSquare AWS environment be on a dedicated circuit that is not shared with general internet users on the agency side. For most deployments, a typical business class internet circuit is sufficient when appliances on each end of the connection have 1Gb connections. The Customer will only be responsible for their side of the connection with CentralSquare maintaining the AWS side. Redundant connections are highly recommended.

5.2.2. On-Premise Components:

CentralSquare will provision the current server hardware on premise, as needed, for use of the CentralSquare provided NCIC Interface and CentralSquare's portion of the required interfaces.

The administration services of the on-premise environment is the responsibility of CentralSquare: including support and maintenance of the underlying infrastructure.

5.2.3. Cloud Virtual Provisioning

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer, System/Network Administrator, and CentralSquare staff (Project Manager, Engineering). The planning meeting will cover configuration of the connection, advising on network communications, and configuring access to the provisioned system.

5.2.3.1 CentralSquare Responsibilities

- a. Host technical meeting with Customer network/systems administration staff.
- b. Provision connection to Customer's endpoint in coordination with the Customer.
- c. Provide port and protocol information to Customer for firewall rules.
- d. Provide guidance on DNS forward lookup zones needed for interoperability between Customer networks and cloud deployment.
- e. Provide guidance on routing needed from Customer networks to cloud environment.
- f. Whitelist IP ranges and addresses.
- g. Provision cloud systems.
- h. Provide URLs and any other paths for Customer connectivity.

5.2.3.2 Customer Responsibilities

- a. Attend the technical meeting with CentralSquare resources.
- b. Acquire ISP connections.
- c. Provide an endpoint device.
- d. Provide endpoint public IP address for the connection to CentralSquare cloud environment.
- e. Work with CentralSquare technical staff to provision the connection.
- f. Open firewall as directed by CentralSquare technical staff.
- g. Implement DNS forward lookup zones for interoperability with cloud environment.
- h. Provide routing rules to route traffic through the connection as advised by CentralSquare technical staff.

- i. Identify subnets where workstations will connect from and to the cloud environment.

5.3 Pro Suite Standard Interfaces

5.3.1. Overview

All costs related to CentralSquare's implementation of the following interfaces is represented in *the Agreement*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Standard interfaces to be implemented for this project are listed within the Agreement and [Appendix A – Standard CentralSquare Interfaces](#).

Note: Modifications requested by Customer to a standard interface may incur additional cost and could result in project delays, since modifications to standard interfaces are only released with a major software version.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Some interfaces may require the continued presence of a service (sftp, smb share) in the customer's environment which can move files from an agency-specific network location to a location accessible by the interface in the cloud.

5.3.1.1 CentralSquare Responsibilities

- a. Install and configure interfaces in the production cloud environment.
- b. Demonstrate proper functionality of the interfaces to the customer.

5.3.1.2 Customer Responsibilities

- a. Verify the proper functionality of the interfaces in the cloud and provide feedback within ten (10) business days.
- b. Work with CentralSquare personnel to identify network requirements for making third-party system endpoints available to the cloud-hosted interfaces.

- c. Provide SFTP and SMB information to CentralSquare and third party vendors as required.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

6 GEOGRAPHICAL INFORMATION SERVICES (GIS)

6.1 Overview

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the GIS Specification documents.

If CentralSquare was not provided a data sample of Customer's current data sources requiring conversion. Therefore, CentralSquare is unable to accurately estimate the level and scope of effort associated with the data conversion. Once provided a data sample, CentralSquare will discuss with Customer any changes to the scope or price of this implementation.

6.2 One-Time GIS Data Set Up

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions.

CentralSquare will apply up to 12 GIS updates per year to the Customer's map as part of this contract. The customer is responsible for providing a data set with a consistent structure and submitting a Support Case for the work. Changes to the structure of the provided data set may be outside of the scope of maintenance unless otherwise determined by CentralSquare.

6.3 Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

Overview: System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

7 SERVICES

7.1 Project Management

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

7.1.1. Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

7.1.2. CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and

manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

7.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

7.2.1. Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

7.2.2. Business Practice Review

During this onsite meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

7.2.3. Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

7.2.4. Data Conversion and GIS Data Conversion

Data not contained in systems listed in the ***Pro Suite Data Conversion Modules and Field Reference*** document will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is reviewing data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

Down time for any given conversion depends on several factors:

1. *Legacy Data Source*
2. *Timing of gaining final legacy data cut*
3. *Timing of final legacy data restoration*
4. *Timing of final Data Conversion Run*

Special Considerations

- *Any type of legacy data backup outside of a .bak file WILL add additional time in order to be restored so that the Data Conversion can commence*
- *Agency is responsible for tracking any data that is entered between the time of the final legacy data cut and when CSPro goes live*
- *Agency is responsible for generating a plan (including resources) to back enter any data from between the time of the final legacy data cut and when CS Pro goes live*

See Exhibit A: Statement of Work: [6.0 Geographical Information Services \(GIS\)](#) for information regarding the GIS data conversion process.

7.2.5. Functional Acceptance Testing

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

7.2.6. Train-the-Trainer and/or End User Training

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

7.2.7. Go Live

CentralSquare provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

7.3 Training and Configuration

7.3.1. Training

CentralSquare staff will provide remote training.

7.3.2. System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

7.3.3. Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

7.3.4. Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

7.3.4.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)

7.3.4.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

8 SYSTEM AND SUBSYSTEM GO-LIVE

8.1 Overview

Go-Live of PS Pro Subsystems into the production environment is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams. Go-Lives are conducted on consecutive weekdays (Monday - Friday).

CentralSquare and Monroe Police, OH will work together to determine the appropriate time for go-live and downtime for the final synchronization prior to Go-Live.

- a. "Go-Live" is defined as "First use of a Solution or module of a Solution in a production environment". A separate Go-Live may take place with respect to each Subsystem and each Interface.
- b. "Go-Live" means "First use in a non-test bed environment".

Major Task	Description
Schedule	CentralSquare and Customer will conduct all associated go-live tasks as indicated in the approved Project Schedule, associated documents, and per the Agreement.
Pre-Requisite Go-Live Tasks	CentralSquare project manager and Customer will ensure all end user training has been completed, and that all go-live deliverables are completed. CentralSquare project manager will schedule and monitor internal and Customer-facing go-live readiness checks during team planning meetings. CentralSquare project manager and Customer project manager, along with key resources, will conduct separate planning meetings to draft/approve the go-live plan. The go-live plan provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the go-live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.
Go-Live Preparation	CentralSquare and Customer will draft the CentralSquare Go-Live Authorization Letter. The Go-Live Authorization Letter confirms system has been tested, and that Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is

	functional for a live environment, and that none of the currently identified issues are critical to the go live. It lists all Subsystems included for go-live and any exceptions that will not be included (if applicable). Date and time of the go-live is memorialized, along with assurance Customer's technical team and subject matter experts will be available 24 hours a day to support during business hours to support the ProSuite go-live (8:00am - 5:00pm MT Monday - Friday) unless otherwise noted in the Agreement. Customer is required to sign off on the Go Live Authorization Letter prior to Go Live. The CentralSquare project manager will coordinate the completion of pre-go live checklists at regular intervals in the weeks leading up to the go-live to ensure the system is ready. Both CentralSquare and Customer have responsibilities to complete the Checklists.
Go-Live	The system is brought into production per the go-live plan and Go-Live Authorization Letter and go-live support is provided by CentralSquare. <u>CentralSquare Go-Live Support Services:</u> <u>PS Pro Onsite Go-Live Support Services:</u> Four (4) days go-live support, eight (8) hours per day (8:00am - 4:00pm ET). Days 1 - 4: CentralSquare will host a kickoff call for the go-live event and establish scheduled check in calls with the Customer throughout the remainder of the day to review any issues reported, concerns, etc. Each day will conclude with a final check-in call to review all issues and status. During go-live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of go-live support by CentralSquare, issues are reported and managed by the Customer.
Transition to Support and AM	At the conclusion of the go-live, the project is closed and transitioned into Maintenance and Support. This also begins the relationship between the Customer and the Account Manager (AM)
Post Go-Live Deliverables	If applicable, post go-live deliverables will be managed to completion of delivery by the CentralSquare project manager per the Agreement.

8.1.1. Cloud Go-Live

The cloud pre-production environment is ready for go-live once the Customer has completed a review of the system. This pre-production environment will become the production environment.

Configuration changes from this point forward will be made in the cloud production environment.

Upon completion of bringing the cloud production environment online, each workstation and Mobile client will need to be updated to connect to the PS Pro cloud production environment. Once they have been updated, the Customer will be able to log in to workstations connected to the cloud environment.

8.1.1.1 CentralSquare Responsibilities

- a. Coordinate with the Customer to identify a mutually agreed upon go-live date.
- b. Bring cloud environment online.

8.1.1.2 Customer Responsibilities

- a. Coordinate with CentralSquare to identify a mutually agreed upon go-live date.
- b. Ensure all on-premise workstations meet the requirements of the production PS Pro cloud version.

8.1.2. CentralSquare Responsibilities

- a. Complete internal go-live readiness checks and interval team planning meetings.
- b. Prepare a go-live plan for delivery to Customer.
- c. Prepare a Go-Live Authorization Letter and deliver to Customer.
- d. Identify the participants for the go-live in accordance with the terms of the Agreement.
- e. Coordinate CentralSquare personnel in advance of the go-live date to complete final tasks as a part of the go-live preparations.
- f. Assist Customer in placing the system into production.
- g. Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.
- h. Provide support during and after system go-live as specified within the Agreement.

8.1.3. Customer Responsibilities

- a. Complete end user training needed to support the operation of Subsystems.
- b. Participate in review of the go-live Plan.
- c. Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to go-live.
- d. Complete prerequisite tasks as directed by CentralSquare.

- e. Place the software into production and begin operational use in accordance with the project schedule, go-live plan, and Go-Live Authorization Letter.
- f. Provide adequate persons for the supervision and assistance to end users during go-live and beyond the participation of the CentralSquare staff.
- g. Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.
- h. Develop a process for the identification of, research, reporting and resolution of issues.

9 PROJECT CLOSURE

9.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues.
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

9.1.1. CentralSquare Responsibilities

- a. Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- b. Transition the CentralSquare point of contact from the project manager to Customer Support Department.
- c. Provide continued support based on terms of Agreement.

9.1.2. Customer Responsibilities

- a. Provide approval of final Project TCRs within five (5) business days.
- b. Process payment of final invoices.

10 DATA CONVERSION (CENTRALSQUARE)

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Module and data fields available for conversion are documented in the ***Pro Suite Data Conversion Modules and Field Reference*** document. Any modules and fields not explicitly listed are outside of the project scope and will not be included in the conversion. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files (only for source systems already using Access)
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

After the first provision of data (backups\extracts), subsequent data provision must be provided in a consistent format and in a timely manner. For Go Live data provision the data should be provided in less than two (2) days from the request for the backup.

The go-live data conversion run will include data up until the final cut of the legacy vendor database. The gap in data will be equal to the time it takes for the agency to provide the legacy database through go live of Pro Suite. The agency should anticipate the need for retroactive data entry for any information acquired during this downtime. The responsibility for managing data tracking during this period lies with the agency.

10.1 CMI Civica CAD

Data will be converted into the CentralSquare CAD module from the CMI Civica CAD database and data will be provided in one of the formats listed above.

Pro Suite Data Conversion Modules and Field Reference document lists the fields to be converted into Pro Suite CAD.

10.2 CMI Civica Records

Data will be converted into the CentralSquare Records module from the CMI Civica Records/RMS atabase and data will be provided in one of the formats listed above.

CentralSquare Pro tracks property and evidence across all modules as a unified record. If the legacy system stores property and or evidence as a distinct record or in multiple unlinked records for the same element, in order to retain as much relevant information as possible, duplications may be created.

Pro Suite Data Conversion Modules and Field Reference document lists the fields to be converted into Pro Suite Records.

11 RELIABILITY PERIOD

The Reliability Period is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in the Master Agreement.

At the conclusion of the Reliability Period, as further defined in the Agreement, the Software will be deemed reliable by the Customer and CentralSquare.

12 APPENDIX A – STANDARD CENTRALSQUARE INTERFACES

The scope of functionality for these Standard interfaces is limited to 1) the capability of the CentralSquare System being interfaced and 2) the capabilities of the external system being interfaced. Descriptions of each of the standard interfaces below is the basis for the scope of detailed requirements, described in the FDD. Any changes in the requirements documented and approved in the System FDDs are subject to Change Order.

Standard Interfaces

Standard Interfaces are included in the Contract and listed in this SOW. If not explicitly listed in the Contract, the interface will not be supported.

Standard Interface	Description
Interface Name	Pro CAD API
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close.
Vendor	CST
Subsystem	CAD
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Basic Paging Interface (SMTP/Email)
Interface Description	This is a one-way interface from CentralSquare CAD. Pages are sent via email from CentralSquare CAD. CentralSquare enables the paging functionality in CAD. <i>Customer is responsible for configuring paging groups, templates, and trigger events for this interface.</i>
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	E911 (ANI/ALI) Interface

Interface Description	This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it. <i>Customer is responsible for ensuring that:</i> a. 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD. b. 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency. c. All data meets NENA standards
Vendor	TBD
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Priority SMS Paging Interface
Interface Description	This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare. <i>Customer will perform all entry and configuration of phone numbers for SMS users.</i>
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	RapidSOS (LEI) Intergration
Interface Description	This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information. This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

	<i>CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.</i>
Vendor	RapidSOS
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	RapidSOS (Portal) Intergration
Interface Description	This embedded interface gives users the ability to launch the RapidSOS portal directly from the CAD Pro CFS screen, by way of using the RapidSOS IRP (Integrated RapidSOS Portal) API. The phone number on the CFS can be auto-queried upon the launch of Portal. This will eliminate dual entry and remove the need to launch the portal manually leading to time savings in critical situations to provide life-saving information.
Vendor	RapidSOS
Subsystem	CAD
Direction	Import
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Rip and Run Interface (Fax/Email)
Interface Description	This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server. <i>Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.</i>
Vendor	CST
Subsystem	CAD
Direction	Export
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	TAIP AVL Interface
Interface Description	This is a one-way interface from a UDP TAIP AVL system to CS CAD Pro and Mapping Pro. CAD will receive and update Mapping with AVL information (latitude and longitude geolocations) for

	configured CAD units. Unit location and coordinates will be updated within Mapping from a data feed provided by the AVL system that CAD will consume at a configurable interval of time. On-duty CAD unit icons are shown within Mapping at their current location provided by the AVL system. This interface is built to consume TAIP formatted data from devices that are required to connect to the CAD network via Custom Wireless private network or through a configured VPN. Known vendors that support this type of data format: Sierra, Cradle Point. This is sold as a standard interface. There will be no software modifications or changes to this standard interface.
Vendor	TBD
Subsystem	Mapping
Direction	Import
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Basic Queries)
Interface Description	This is a two-way interface between CS Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by CS Pro Suite and passed to the NCIC server: Article, Boat, Gun, Driver License, Driver History, and Vehicle Registration. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to CS Pro Suite. <i>Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. . NCIC queries will return for all states, but will only data mine for the state the customer is located in. Additional state data mining can be purchased separately.</i>
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Criminal History)
Interface Description	This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries (FQ, HITZ, ITN,

	IQ, QH, QHO, QRO, QR, QWI, SERCH, SER, ZCO, ZIO, ZR, and ZSO) are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data. <i>Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC queries will return for all states, but will only data mine for the state the customer is located in. Additional state data mining can be purchased separately.</i>
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	LEADS/NCIC Interface (Warrants)
Interface Description	This is a two-way interface between CS Pro Suite and the OH message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the OH message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: Wanted Person (Entry, Modify, Clear, Cancel, Locate, Supplemental Entry, Supplemental Cancel, Query) and Missing Person Query. Request and return information will be logged to the NCIC tab on the warrants screen in CS Pro Suite, and contain a link to the warrant.
Vendor	CommSys
Subsystem	Pro Suite
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Pro Records/RMS API
Interface Description	This is a RESTful API that currently utilizes JSON format. The API allows the client IT staff to set up various integrations on their own and to expand interface capabilities as operational needs

	change, reducing the need for CentralSquare to complete integrations and allowing quicker time to project close.
Vendor	CST
Subsystem	RMS
Direction	Bi-Directional
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Reporting Universal Interface
Interface Description	Internal to the Pro Reporting application, the reporting universal interface engine is used to fulfill the recurring report or RESTful interfaces.
Required for Go-Live	Yes

Standard Interface	Description
Interface Name	Time Synchronization Interface
Interface Description	This is a one-way interface that uses NTP to keep all of the CentralSquare server's clocks in sync.
Required for Go-Live	Yes

EXHIBIT 7

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. **Availability.** During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. **Measurement.** Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. **Calculation.** Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. **Remedy.** If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

- 2. **Exceptions.** The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

- A. **Internet Access.** Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
- B. **Customer's Internal Network Issues.** Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
- C. **Third-Party Acts.** Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
 - E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
 - 4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
 - 5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Managed Services Provisions

1.0 Software Updates

While this Agreement remains in full force and effect, and all fees are paid and current, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer.

CentralSquare will install software updates remotely. Customer is responsible for ensuring that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

1.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

1.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

2.0 Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for ensuring that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule updates during these time slots.

3.0 Support

3.1 General Support

CentralSquare shall provide phone and email support for the Software provided under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week.

3.2 Remote Support

Software Support for managed services solutions shall be provided in accordance with Exhibit 3, (CentralSquare Access Management Policy).

VPN usage to connect to customer environments is prohibited. All costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

3.3 Server Hardware Maintenance

CentralSquare will maintain the managed services Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

3.4 Customer Responsibilities

3.4.1 Access to Premises

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

3.4.2 CentralSquare Server Access

Customer will ensure that all managed services CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3.4.3 Network Configuration Notification Requirements

Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

3.4.4 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.5 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.6 System Updates

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

3.5 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this Agreement.

CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare.

EXHIBIT 9

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: **Monroe Police Department**

Membership

- A. CentralSquare Technologies, LLC (“CentralSquare”) offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
- Be a CJIS compliant Law Enforcement Agency
 - Agree to contribute data to the Community Data Platform including:
 - CAD
 - RMS Incidents
 - RMS Arrests
 - RMS Warrants
 - RMS Master Names
 - Agree to allow CentralSquare to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as “Client”) will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
QuickView (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that CentralSquare will process and anonymize data from the IQ Community Data Platform (the “Aggregate Data”) to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on CentralSquare's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by CentralSquare upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high-speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of CentralSquare. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or Confidential Information without CentralSquare's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software and Services, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. In addition, CentralSquare may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. CentralSquare owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services.

Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Software and Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.
- F. CentralSquare reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY CENTRALSQUARE AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

- C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.
- D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.
- E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:		To CentralSquare:
Monroe Police Department		CentralSquare Technologies, LLC
Attn: Bob Buchanan		Attn: Contracts
601 S Main Street		1000 Business Center Drive
Monroe, OH 45050		Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of OH, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other CentralSquare subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

Technical Support Services:

Client may contact CentralSquare for issues with IQ Search via the following: by phone at (800) 987-0911 or via the Customer Portal: <https://support.centalsquare.com>. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;
- 4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;
- 5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;

- 7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

EXHIBIT 10

Third Party Terms and Conditions

RESOLUTION NO. 78-2025

A RESOLUTION APPROVING BLANKET PURCHASE ORDERS 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 2026:

Vendor	Amount Not to Exceed	Departments Affected
Public Entities Pool	\$180,000.00	All Departments
Tyler Technologies	\$ 93,500.00	Finance
Enterprise FM Trust	\$350,000.00	All Departments
Hurst Kelly	\$ 39,400.00	Finance
Plattensburg & Associates, Inc.	\$ 26,000.00	Finance
DSD Advisors LLC	\$ 30,000.00	CMO/Economic Development
Veleanor	\$ 86,000.00	All Departments
National Inspection Corporation	\$400,000.00	Development
PRADCO	\$ 15,000.00	City Manager's Office (CMO)
NeoGov	\$ 26,000.00	CMO/Human Resources
Frost Brown Todd LLC	\$210,000.00	All Departments
CDW Government, Inc.	\$162,000.00	CMO/IT

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	\$ 180,000.00	All Departments
Tyler Technologies	Support/Update Licensing/Disaster Recovery	\$ 93,500.00	Finance
Enterprise FM Trust	Fleet Leases	\$ 350,000.00	All Departments
Hurst Kelly	2025 Annual Comprehensive Financial Report	\$ 39,400.00	Finance
Plattensburg & Associates, Inc.	2025 Audit Services	\$ 26,000.00	Finance
DSD Advisors LLC	2026 Legislative Services	\$ 30,000.00	CMO/Economic Development
Velecor	IT Service Agreement	\$ 86,000.00	All Departments
National Inspection Corporation	Building Services for 2026	\$ 400,000.00	Development
PRADCO	Pre-Employment Testing	\$ 15,000.00	City Manager's Office
NeoGov	HR Services	\$ 26,000.00	City Manager's Office
Frost Brown Todd LLC	Legal Services	\$ 210,000.00	All Departments
CDW Government, Inc.	Computer/Laptop Replacement	\$ 162,000.00	All Departments

RESOLUTION NO. 79-2025

A RESOLUTION ACCEPTING DONATIONS FROM VARIOUS DONORS AS DESCRIBED HEREIN.

WHEREAS, the City has received donations in 2025 and Council desires to recognize and accept the donations as further described herein.

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

SECTION 1: Council hereby accepts the following donations to be used exclusively for the purpose for which they were donated:

<u>Amount</u>	<u>Purpose</u>
\$ 4,000.00	Fourth of July Fireworks
\$ 2,084.00	General Fire Operations
\$ 1,000.00	Police Community Outreach
\$19,000.00	Police K-9
\$ 1,934.00	Veterans Memorial Park
\$ 1,934.00	General Police Operations

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

ORG	OBJ	FUND	ACCOUNT DESC	EFF DATE	COMMENT	VENDOR CODE	PURPOSE	AMOUNT
11110045	41281	GENERAL	GRANTS (NON-FED & NON-STATE)	05/27/2025	MCF GRANT- LIGHT UP SKY	MIDDLETOWN COMMUNITY FOUNDATION	FOURTH OF JULY FIREWORKS	4,000.00
11100040	41701-VETM	GENERAL	CONTRIBUTIONS AND DONATIONS	02/19/2025	BARNET/MIDD COMM GRANT	MIDDLETOWN COMMUNITY FOUNDATION	VETERAN'S MEMORIAL PARK	1,934.00
23127040	41701	FIRE	CONTRIBUTIONS AND DONATIONS	04/02/2025	DONATION TO FIRE DEPARTMENT	ROGER & JEANNINE WILLIAMS	GENERAL FIRE OPERATIONS	150.00
23127040	41701	FIRE	CONTRIBUTIONS AND DONATIONS	02/21/2025	BARNET/MIDD COMM GRANT	MIDDLETOWN COMMUNITY FOUNDATION	GENERAL FIRE OPERATIONS	1,934.00
24125743	41701	POLICE	CONTRIBUTIONS AND DONATIONS	07/31/2025	K9 DONATION	GREATER CINCINNATI FOUNDATION	POLICE K-9 DONATION	19,000.00
24125500	41701	POLICE	CONTRIBUTIONS AND DONATIONS	03/12/2025	COMM. OUTREACH DONATION	ENTERPRISE TE PRODUCTS PIPELINE CO, LLC	POLICE COMMUNITY OUTREACH	1,000.00
24125040	41701	POLICE	CONTRIBUTIONS AND DONATIONS	02/21/2025	BARNET/MIDD COMM GRANT	MIDDLETOWN COMMUNITY FOUNDATION	GENERAL POLICE OPERATIONS	<u>1,934.00</u>
								29,952.00

Amount	Purpose
\$4,000.00	Fourth of July Fireworks
\$2,084.00	General Fire Operations
\$1,000.00	Police Community Outreach
\$1,934.00	Veteran's Memorial Park
\$1,934.00	General Police Operations
\$19,000.00	Police K-9
\$29,952.00	

RESOLUTION NO. 80-2025

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO PERFORM CERTAIN INTERFUND TRANSFERS.

WHEREAS, the City of Monroe has adopted Ordinance No. 2024-36, and subsequent amendments throughout calendar year 2025, appropriating funds for the fiscal year ending December 31, 2025; and

WHEREAS, said Ordinances require the transfer of certain funds.

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

SECTION 1: In order to provide for the continued operation of the City, the interfund transfers by the Director of Finance, as proposed and set forth in “Exhibit A” attached hereto and incorporated herein, are approved and authorized.

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

"Exhibit A" Res. 80-2025

"EXHIBIT A"

CITY OF MONROE, OHIO

INTERFUND TRANSFERS 2025

FROM		TO	
FUND	AMOUNT	FUND	AMOUNT
1110 - GENERAL FUND	(4,150,000)	2410 - POLICE LAW ENFORCEMENT FUND	4,150,000
1110 - GENERAL FUND	(4,350,000)	2310 - FIRE LEVY FUND	4,350,000
1110 - GENERAL FUND	(750,000)	2210 - STREET FUND	750,000
1110 - GENERAL FUND	(650,000)	4110 - G.O. BOND RETIREMENT FUND	650,000
1110 - GENERAL FUND	(15,000)	6210 - SEWER FUND	15,000
1110 - GENERAL FUND	<u>(35,000)</u>	6510 - CEMETERY FUND	<u>35,000</u>
1110 - GENERAL FUND TOTAL	(9,950,000)		9,950,000
2622 - PARK 63/CUMMIT (C2)	(15,671)	3110 - PARK IMPROVEMENT FUND	15,671
2622 - PARK 63/CUMMIT (C2)	(22,538)	3120 - CAPITAL IMPROVEMENT FUND	22,538
2623 - MONROE COMMERCE CENTER (C3)	(51,890)	3110 - PARK IMPROVEMENT FUND	51,890
2623 - MONROE COMMERCE CENTER (C3)	(400,000)	3120 - CAPITAL IMPROVEMENT FUND	400,000
2626 - MIAMI VALLEY INDUSTRIAL (C6)	(5,189)	3110 - PARK IMPROVEMENT FUND	5,189
2626 - MIAMI VALLEY INDUSTRIAL (C6)	(27,990)	3120 - CAPITAL IMPROVEMENT FUND	27,990
2627 - YANKEE ROAD (C7)	(4,088)	3110 - PARK IMPROVEMENT FUND	4,088
2628 - BERNS/DOUGALS (C8)	(8,676)	3110 - PARK IMPROVEMENT FUND	8,676
2631 - SATELLITE FARMS (C11)	(3,633)	3110 - PARK IMPROVEMENT FUND	3,633
2631 - SATELLITE FARMS (C11)	(28,878)	3120 - CAPITAL IMPROVEMENT FUND	28,878
2633 - CORRIDOR 75 # 1 (C13)	(15,567)	3110 - PARK IMPROVEMENT FUND	15,567
2633 - CORRIDOR 75 # 1 (C13)	<u>(37,585)</u>	3120 - CAPITAL IMPROVEMENT FUND	<u>37,585</u>
2600 - 2004 TIFS TOTAL	(621,705)		621,705
2721 - ARBOR ACRES (R1)	(20,000)	3120 - CAPITAL IMPROVEMENT FUND	20,000
2722 - HERITAGE GREEN (R2)	(70,834)	3120 - CAPITAL IMPROVEMENT FUND	70,834
2723 - WYANDOT WOODS (R3)	(26,000)	4110 - G.O. BOND RETIREMENT FUND	26,000
2723 - WYANDOT WOODS (R3)	(100,000)	3110 - PARK IMPROVEMENT FUND	100,000
2723 - WYANDOT WOODS (R3)	(142,832)	3120 - CAPITAL IMPROVEMENT FUND	142,832
2724 - GILMAR MEADOWS (R4)	(104,058)	3120 - CAPITAL IMPROVEMENT FUND	104,058
2725 - MT PLEASANT (R5)	(10,000)	3120 - CAPITAL IMPROVEMENT FUND	10,000
2726 - BRITTONY WOODS (R6)	(150,000)	3120 - CAPITAL IMPROVEMENT FUND	150,000
2732 - MONROE CROSSINGS # 1 (R12)	(122,500)	3110 - PARK IMPROVEMENT FUND	122,500
2732 - MONROE CROSSINGS # 1 (R12)	(137,896)	3120 - CAPITAL IMPROVEMENT FUND	137,896
2733 - MONROE CROSSINGS # 2 (R13)	(216,859)	3120 - CAPITAL IMPROVEMENT FUND	216,859
2734 - MONROE CROSSINGS # 3 (R14)	(140,000)	3110 - PARK IMPROVEMENT FUND	140,000
2734 - MONROE CROSSINGS # 3 (R14)	(74,980)	3120 - CAPITAL IMPROVEMENT FUND	74,980
2735 - RESERVES OF MONROE XINGS (R15)	<u>(12,500)</u>	3120 - CAPITAL IMPROVEMENT FUND	<u>12,500</u>
2700 - 2004 RIDS TOTAL	(1,328,459)		1,328,459
3101 - INCOME TAX - CAPITAL PROJECTS	(514,500)	4410 - INCOME TAX BOND RETIREMENT FUND	514,500
6110 - WATER FUND	(550,000)	6120 - WATER CAPITAL IMPROVEMENTS FUND	550,000
6110 - WATER FUND	<u>(400,000)</u>	4210 - WATER BOND RETIREMENT FUND	<u>400,000</u>
6110 - WATER FUND TOTAL	(950,000)		950,000
ALL FUNDS TOTAL	(13,364,664)		13,364,664

RESOLUTION NO. 81-2025

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE YEAR 1 AND YEAR 2 EXTENSIONS OF THE CURBSIDE SOLID WASTE AND RECYCLING COLLECTION BID SUBMITTED BY RUMPKE WASTE AND RECYCLING THROUGH THE CENTER FOR LOCAL GOVERNMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE ACCEPTANCE OF EXTENSION YEAR 1 AND EXTENSION YEAR 2 OF SAID BID.

WHEREAS, Resolution 47-2022 was passed on October 11, 2022 authorizing a 3-year contract with Rumpke Waste and Recycling for curbside solid waste and recycling collection from February 1, 2023 through January 31, 2026; and

WHEREAS, the bid included two 1-year extensions at a 4% increase each year; and

WHEREAS, the new contractual rates will not impact the residential rate of \$21.81 in 2026 or 2027.

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

SECTION 1: The year 1 and year 2 extensions submitted by Rumpke Waste and Recycling through the Center for Local Government are hereby accepted at the cost of \$18.62 per residential unit per month for February 1, 2026 through January 31, 2027 and \$19.36 per residential unit per month for February 1, 2027 through January 31, 2028.

SECTION 2: The City Manager is hereby authorized to enter into an agreement for the acceptance of said bid extensions.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 47-2022

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CURBSIDE SOLID WASTE & RECYCLING COLLECTION BID SUBMITTED BY RUMPKE WASTE & RECYCLING THROUGH THE CENTER FOR LOCAL GOVERNMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE ACCEPTANCE OF SAID BID.

WHEREAS, the City of Monroe, as well as other municipalities, participated in a 2022 Southwest Ohio Regional Refuse Consortium through the Center for Local Government; and

WHEREAS, Rumpke Waste and Recycling was the only bid submitted in response to the advertisement of bids.

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

SECTION 1: The bid submitted by Rumpke Waste and Recycling through the Center for Local Government on May 5, 2022 is hereby accepted at the cost of \$17.90 per residential unit per month for a three year period beginning February 1, 2023.

SECTION 2: The City Manager is hereby authorized to enter into an agreement for the acceptance of said bid as submitted on May 5, 2022.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

Exhibit A: Bid Forms

Required Services: Curbside Solid Waste & Recycling Collection

Base Bid price shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Deer Park (2,203 RU) Monroe (4,986 RU) Silverton (2,194 RU) Woodlawn (856 RU) [Total RU = (10,239)]	Year 1-3 = \$ <u>13.00</u> Ext. Year 1 = \$ <u>13.52</u> Ext. Year 2 = \$ <u>14.06</u>	Year 1-5 = \$ <u>13.98</u>

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, with the provision of a 96 gallon solid waste cart , 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service with the provision of a 96 gallon solid waste cart , 5 years
Mariemont (1,373 RU) Milford (2,063 RU) [Total RU = (3,436)]	Year 1-3 = \$ <u>14.00</u> Ext. Year 1 = \$ <u>14.57</u> Ext. Year 2 = \$ <u>15.16</u>	Year 1-5 = \$ <u>15.06</u>

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart (1)	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Deer Park (2,203 RU) Mariemont (1,373 RU) Milford (2,063 RU) Monroe (4,986 RU) Woodlawn (856 RU) * [Total RU = (11,481)]	Year 1-3 = \$ <u>4.90</u> Ext. Year 1 = \$ <u>5.10</u> Ext. Year 2 = \$ <u>5.30</u>	Year 1-5 = \$ <u>5.27</u>

Per RU per month surcharge for Recyclables Collection Service once every two weeks with a 64 gallon rolling cart	Every Other Week Recycling Collection Service, 5 years
Silverton (2,194 RU) *	Year 1-5 = \$ <u>3.93</u>

(1) The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Adams-Clermont Solid Waste Management District (Milford) is \$0.34, for the Butler County Recycling and Solid Waste District (Monroe) is \$0.09, and for the Hamilton County Recycling and Solid Waste District (Amberley, Deer Park, Silverton, Woodlawn) is \$0.00

* The Village of Woodlawn is currently on an every-other-week schedule for curbside recycling. Should the Village of Woodlawn choose to remain on the every-other-week recycling schedule, Rumpke will offer the rate of \$ 3.93 per unit, per month.

RESOLUTION NO. 82-2025

A RESOLUTION AUTHORIZING AN INCREASE TO THE PROFESSIONAL SERVICES FEE AGREEMENT WITH FISHBECK FOR DESIGN AND CONSTRUCTION-PHASE SERVICES FOR THE BICENTENNIAL COMMONS PARK MULTI-USE LOOP TRAIL.

WHEREAS, as authorized by Resolution 15-2025, the City of Monroe accepted a proposal from Fishbeck for design and construction-phase services for a Multi-Use Loop Trail at Bicentennial Commons Park; and

WHEREAS, although 50% design plans had been developed and submitted to the City for review, Ohio Department of Transportation (ODOT) funding and associated requirements have necessitated additional coordination, revisions, subconsultant work, and compliance with ODOT's plan and design standards, including splitting quantities between the Trail and a separate ADA parking area; and

WHEREAS, during City review of the 50% design submittal, the City requested additional project features not included in the original scope including full-depth pavement reconstruction of sections of the Trail where existing pavement remains, realignment and cross-section adjustments to increase clearance from existing pavilions and large-diameter trees, plus grading and drainage work, as well as an additional drop-off area; and

WHEREAS, in order to complete these additional design and compliance tasks, Fishbeck has requested that its fee be increased by a not-to-exceed amount of \$29,000.00, detailed as follows:

Description	Amount
Alignment and cross section adjustments along Great Miami River (per ODOT)	\$12,000
Additional ODOT plan & design requirements	\$5,000
Splitting quantities between Trail and ADA parking (per ODOT)	\$1,500
Detailed design for full-depth pavement reconstruction of paved portions of the Trail	\$6,000
Additional drop-off area	\$4,500
Total	\$29,000

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 execute an amendment to the Professional Services Agreement with Fishbeck, increasing the fee by \$29,000.00.

SECTION 2: The City Manager is authorized to take all further actions necessary to implement this Amendment, including executing any required documents, and to appropriate and expend funds in accordance with this Resolution.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

November 26, 2025
Project No. 230741

Gary Morton
Public Works Director
City of Monroe
233 South Main Street
Monroe, OH 45050

Bicentennial Commons Park – Multi-Use Loop Trail Request for Amendment No. 1

On February 2, 2025, the City accepted Fishbeck’s proposal to provide design and construction phase services for a Multi-Use Loop Trail at Bicentennial Commons Park. Since that time, the location of the project features has changed, resulting in the need for additional design and subconsultant services.

The City applied for and successfully obtained ODOT funding for the Trail as the portion along Gregory Creek and the Great Miami River will be utilized as a section of the Great Miami River Trail. Prior to this approval, the 50% Design Plans had been developed and submitted to the City for review. While the Trail had been developed to ODOT standard specifications, coordination and revisions required by ODOT have required additional Fishbeck engineering time which has led to increased design cost for the project. In addition, ODOT has several plan and design requirements to be implemented that exceed the City of Monroe’s specifications. Finally, ODOT requested that Fishbeck split quantities between the Trail that will be funded as part of the ODOT grant and the ADA parking area that will be paid for by the City.

During the review of the 50% Design submittal, the City also requested additional features not included in the original scope. These include full-depth pavement reconstruction of the Trail for areas that are currently paved. This included a few alignment adjustments and sections to provide greater clearance with the existing pavilions and large-diameter trees, along with grading and drainage. Previously these areas were just going to be milled and repaved.

As a result of these additional services, Fishbeck is requesting that our fee for the Bicentennial Commons Multi-Use Loop Trail be increased by a not-to-exceed amount of Twenty-Nine Thousand Dollars (\$29,000) as itemized in the table below.

Description	Fee
Adjust the Alignment and Cross Sections along the Great Miami River (per ODOT)	\$12,000
Add ODOT Plan & Design Requirements	\$5,000
Split Quantities between the Trail and ADA Parking Area (per ODOT)	\$1,500
Detailed Design for Full-Depth Pavement Reconstruction of Paved Portions of the Trail	\$6,000
Add Drop-off Area	\$4,500
Total	\$29,000

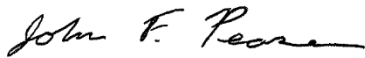
Authorization

Attached is an amendment to our existing February 14, 2025, Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed amendment to Dawn M. Smith (dmsmith@fishbeck.com). This project will be performed under the terms and conditions of our existing agreement. Invoices will be submitted monthly, and payment is due upon receipt.

Closing

Fishbeck has enjoyed working on this important project, and we look forward to completing the design and providing construction phase engineering services to the City of Monroe. If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,



John F. Pease, PE

Project Manager

By email

Copy Allen J. Aspacher, PE – Fishbeck
 Robert Rusnak, PE – Fishbeck

Professional Services Agreement Amendment 1

Between Fishbeck and City of Monroe
Dated February 14, 2025
For Bicentennial Commons Park – Multi-Use Loop Trail
Project No. 230741

The Scope/Budget for this project is modified as follows:

Provide additional design services in accordance with Fishbeck *Request for Amendment No. 1* letter dated November 26, 2025. This scope of services will be provided on a not-to-exceed fee of Twenty-Nine Thousand Dollars (\$29,000) as itemized in the table below.

Description	Fee
Adjust the Alignment and Cross Sections along the Great Miami River (per ODOT)	\$12,000
Add ODOT Plan & Design Requirements	\$5,000
Split Quantities between the Trail and ADA Parking Area (per ODOT)	\$1,500
Detailed Design for Full-Depth Pavement Reconstruction of Paved Portions of the Trail	\$6,000
Add Drop-off Area	\$4,500
Total	\$29,000

All Terms and Conditions shall remain unchanged.

APPROVED FOR:

City of Monroe

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE:  _____

NAME: _____

TITLE: _____

DATE: _____

Allen J. Aspacher, PE

Vice President

November 26, 2025

RESOLUTION NO. 83-2025

A RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE PEDESTRIAN ACCESS IMPROVEMENT PROJECT AND APPROVING COMPENSATION FOR SUCH ACQUISITIONS.

WHEREAS, completion of the Pedestrian Access Improvement Project requires that the City of Monroe purchase small right-of-way takes and temporary construction easements along the project corridor to allow sidewalk installation, grading, drainage improvements, and safe pedestrian accommodations; and

WHEREAS, the City has successfully negotiated voluntary agreements with the affected property owners; and

WHEREAS, Council finds these acquisitions to be necessary for the public convenience and safety and in furtherance of the City's pedestrian and transportation infrastructure goals.

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

SECTION 1: The following property acquisitions are hereby approved:

Parcel No.	Owner / Entity	Type of Take	Acreage (Approx.)	Compensation
005-WD	Maurice R. Propps, Successor Trustee of the Propps Family Trust	Fee Simple ROW	0.001 acres	\$1,840.00
005-T	Maurice R. Propps, Successor Trustee	Temporary Easement (24 months)	0.086 acres	Included in WD compensation
010-WD	Emeran J. Tillar Jr. Properties, LLC	Fee Simple ROW	0.013 acres	\$22,233.00
010-T	Emeran J. Tillar Jr. Properties, LLC	Temporary Easement (24 months)	0.066 acres	Included in ROW settlement
012-T	Brian P. Throckmorton, Trustee of the Bergen Preservation Trust	Temporary Easement (24 months)	0.086 acres	\$1,860.00
014-WD	MPR Rentals, LLC (Peggi Richard, Member)	Fee Simple ROW	0.005 acres	\$718.00
016-WD	William S. McDaniel	Fee Simple ROW	0.017 acres	\$3,770.00
016-T	William S. McDaniel	Temporary Easement (24 months)	0.012 acres	Included in ROW settlement
Ohio Living / Mount Pleasant	Ohio Living / Mount Pleasant 	Fee Simple ROW + Temporary Easement	To be finalized	\$60,300.00 (estimate)

SECTION 2: The City Manager is hereby authorized to execute all agreements, deeds, easements, or other documents necessary to complete the above acquisitions.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 84-2025

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$8,590.00 TO TRAFFIC CONTROL PRODUCTS FOR THE PURCHASE OF OPTICOM TRAFFIC PREEMPTION DEVICES.

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

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

SECTION 1: A Then-and-Now Certification in the amount of \$8,590.00 to Traffic Control Products for the purchase of Opticom traffic preemption devices.

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

ESTIMATE VERSION 1 - POSTED TO FLEET

Updated at: 2025-10-10 13:28:44 -0400



Atlantic Emergency Solutions - Springboro

260 Advanced Dr. Springboro, Ohio 45066

Decisiv

Case Number: 18895502

Repair Order Number: 12332CD

Purchase Order Number: N/A

Service Advisor: Ruggles, Matthew - Case Date 2025-10-07 07:06:18 -0400

Customer: City Of Monroe

Unit Number: TOWER

Address: 233 S MAIN STREET PO BOX 330
MONROE, OH 45050

Phone: (513) 539-8380

Fax: N/A

Customer Number: 71450

Asset: 2010 ROSENBAUER COMMANDER Engine Hours: 0

Serial Number: AC073905

Odometer: 27300 Miles

VIN: 4S7AX2C97AC073905

Warranty Start: N/A

Engine: CUMMINS ISM

In Service: N/A



AC073905

1 TRAVEL - (AE24-MISC-TRAVEL) [000-000-0000]

Complaint: OOS ONSITE 10/6/25

	Quantity	Price	Totals
Labor:			\$155.00
Additional Charges: FUEL, Fuel Surcharge	n/a	\$40.00	\$40.00
Operation Total:			\$195.00

2 AERIAL DIAG - (AE01-DIAG-AERIAL) [000-000-0000]

Complaint: 10/6 AERIAL STUCK, PULLEY BROKEN, RUNG DAMAGE

	Quantity	Price	Totals
Labor:			\$436.00
Parts: BRAK SHOE 16.5X7	4.0		
Operation Total:			\$857.52

3 AERIAL DIAG - (AE01-DIAG-AERIAL) [000-000-0000]

Complaint: EVALUATE AND INSPECT AERIAL DAMAGE

	Quantity	Price	Totals
Labor:			\$832.00
Operation Total:			\$832.00

4 FABRICATION/ WELDING - (AE24-MISC-FAB) [000-000-0000]

Complaint: KBRACE- RUNG REPAIR

	Quantity	Price	Totals
Labor:			\$1,664.00
Parts: BASE K BRACE	2.0		
BASE 60K RUNG	1.0		
Parts Total			\$570.16
Operation Total:			\$2,234.16

5 FABRICATION/ WELDING - (AE24-MISC-FAB) [000-000-0000]

ESTIMATE VERSION 1 - POSTED TO FLEET

Updated at: 2025-10-10 13:28:44 -0400



Decisiv

Atlantic Emergency Solutions - Springboro



AC073905

Customer: City Of Monroe

Unit Number: TOWER

Case Number: 18895502

Asset: 2010 ROSENBAUER COMMANDER

VIN: 4S7AX2C97AC073905

Complaint: PULLEY SHEAVE WELDMENT REPAIR- CUT OUT AND REPLACE SHEAVE HOUSING

	Quantity	Price	Totals
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Labor:			\$624.00
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Parts:	SHEAVE HOUSING WELDMENT	1.0	
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Operation Total:			\$784.64
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6 PAINT AND MATERIAL [000-000-0000]

Complaint: PREP AND TREAT METAL BRACKETS

	Quantity	Price	Totals
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Labor:			\$832.00
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Parts:	PAINT/MATERIALS	1.0	
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Operation Total:			\$1,117.61
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7 R&R SHEAVES - BASE [000-000-0000]

Complaint: REPLACE BASE SECTION PINS AND SHEAVES

	Quantity	Price	Totals
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Labor:			\$832.00
--------	--	--	----------

Parts:	SHEAVE PIN TRAVELER	4.0	
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	SHEAVE PIN 1.5"	4.0	
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	SHEAVE 7.5" X 5/8"	4.0	
--	--------------------	-----	--

	SHEAVE 9"X3/4"	4.0	
--	----------------	-----	--

	SHEAVE BASE HSG GST	4.0	
--	---------------------	-----	--

Parts Total			\$6,111.60
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Operation Total:			\$6,943.60
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8 R&R AERIAL CABLES - BASE [000-000-0000]

Complaint: REPLACE BASE SECTION CABLES QTY 4 3/4 AND 5/8 CABLES

	Quantity	Price	Totals
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Labor:			\$1,081.60
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Parts:	BASE CABLE REAR 5/8"	2.0	
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	BASE CABLE FRONT 3/4"	2.0	
--	-----------------------	-----	--

Parts Total			\$7,545.20
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Operation Total:			\$8,626.80
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9 MAJOR AERIAL PM INSPECTION [000-000-0000]

Includes: [OHIO- Major Pm Chassis Aerial & Tanker]

Complaint: CLEAN AND GREASE LADDER. PM INSPECTION

	Quantity	Price	Totals
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ESTIMATE VERSION 1 - POSTED TO FLEET

Updated at: 2025-10-10 13:28:44 -0400



Decisiv

Atlantic Emergency Solutions - Springboro



AC073905

Customer: City Of Monroe

Unit Number: TOWER

Case Number: 18895502

Asset: 2010 ROSENBAUER COMMANDER

VIN: 4S7AX2C97AC073905

Labor:	\$1,664.00
Operation Total:	\$1,664.00

10 AERIAL CERTIFICATION TEST - (AE13-AERIALTEST) [000-000-0000]

Complaint: AERIAL CERTIFICATION TESTING

	Quantity	Price	Totals
Labor:			\$1,539.20
Operation Total:			\$1,539.20

Parts	\$15,094.73
Labor	\$9,659.80
FUEL	\$40.00
Shop Supplies	\$965.98
Total	\$25,760.51

Notes:

[10/10/2025 at 01:28 pm EDT] - Approval Requested for the estimate version 1. Total \$25,760.51. NOTE: Chief, Scott and Josh, Hope all is going well.

I have an update on the Tower.

This estimate is for repairing the damaged parts of the ladder, replacing the sheaves, pins and cables and adjusting on the Base section, servicing and greasing the ladder and getting it certified.

I did not account for any shipping costs in this; those will be added once we know what freight is.

This should cover what is needed to get the truck back in service.

However, we are finding replacement of the other cables and sheaves is needed or will be needed. I can provide an additional estimate of what that would cost, separately or added to here if you'd like.

My current recommendation would be to get this damage fixed; get it tested and see what the test results indicate if anything else is needed.

Please let me know what questions you have, how I can help or provide answers for you.

Thanks

Matt

Repair status set to Pending Approval.

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: ____/____/____