



**Monroe Council Agenda  
Regular Meeting of Council  
June 9, 2026 – 6:30 PM  
233 South Main Street, Monroe, Ohio**

---

***Pledge of Allegiance***

***Roll Call***

***Approval of the Minutes***

Council Minutes of May 26, 2026

***Visitors***

***Committee Reports***

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

***Old Business***

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

**Sponsor:** Gary Morton

**Strategic Priority:** Strategic Growth and Development

**Background:** The proposed Development Agreement establishes a public-private partnership between the City of Monroe, Scannell Properties #787, LLC (Developer), and Corridor 75 Park, LTD. (Seller) to facilitate construction of Project Clear, a proposed 390,000 square-foot food distribution facility with office space at 4850 Butler Warren County Line Road. The project is anticipated to create 93 new full-time equivalent jobs and retain 127 existing positions, generating approximately \$6.7 million in new annual payroll and retaining approximately \$9.1 million in annual payroll.

**Key Components of the Agreement**

**Private Development**

- Construction of a 390,000 SF food distribution facility.
- Estimated private investment: approximately \$124 million.



- Expected construction completion: September 20, 2027.

### **Public Infrastructure Improvements**

Developer will construct, in coordination with the City and County, infrastructure improvements supporting the development, including:

- Extension of Gateway Boulevard
- New single-lane roundabout at Butler Warren Road/Mason Road
- Reconstruction of portions of Mason Road
- Construction of additional turn lanes
- Stormwater, utility, signage, and traffic control improvements
- County infrastructure improvements including culverts, sewers, and drainage work

### **Financial Commitments**

#### *City Responsibilities*

- Design and engineering of City infrastructure improvements.
- Reimbursement to Developer for eligible public infrastructure costs up to a maximum of \$4.5 million, subject to available Tax Increment Financing (TIF) revenues. Bonds will be issued by the Butler County Finance Authority (BCFA) on the City's behalf for the project. Legislation authorizing an agreement with BCFA will be on a future agenda.
- No obligation to reimburse costs exceeding the established maximum.

#### *Developer Responsibilities*

- Construction of all public infrastructure improvements.
- Responsibility for project costs exceeding reimbursement limits.
- Compliance with prevailing wage requirements, insurance requirements, bonding, and maintenance obligations.

### **Economic Development Incentives**

Subject to separate Council action and execution of a CRA Agreement, the City intends to provide:

- A 75% Community Reinvestment Area (CRA) tax abatement
- Duration: 15 years
- Applicable to improvements associated with the private project.

### **New Business**

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

**Sponsor:** Kacey Waggaman

**Strategic Priority:** Strategic Growth and Development

**Background:** As included in the development agreement between the City, Scannell and Corridor 75 Park, the City intends to grant a 75% abatement from real property taxes on any improvements



under the Community Reinvestment Area Act for the maximum period permitted by Ohio law (15 years) to support the Private Improvements to be constructed on the Property, approximately a \$124,000,000 investment. The Developer intends to complete the construction of a 390,000 square foot food distribution facility, including office space with its related site improvements. The Developer estimates that Occupant will create the equivalent of (i) 93 new full-time permanent job opportunities, and will retain (i) 127 full-time equivalent permanent employees in the City. The increase in the number of employees as a result of the Project is expected to result in an increase in permanent payroll of at least \$6,696,000 per year. The Project is expected to retain \$9,144,000 in permanent payroll per year.

While the CRA supports the private development, the private development also supports the public infrastructure project by funding the improvements and roundabout on Butler Warren Road as well as connect Butler Warren Rd to Gateway Blvd. \$2 million will be paid by Scannell, 5.7 acres of ROW will be permanently donated by Corridor 75 Park, and up to \$4.5 million will be paid from debt service proceeds secured by the future TIF revenues.

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

**Sponsor:** Kameryn Jones

**Strategic Priority:** Strategic Growth and Development

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

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

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

**Sponsor:** Gary Morton

**Strategic Priority:** Well Managed Services and Infrastructure



**Background:** As stated in the 5/26/2026 administrative report, this project is to repair a leaking foundation wall. Two quotes were received; a third was requested, but no response was received. The first quote was for \$120,000.00. The second quote for the same scope of work was \$13,800.00. I am recommending moving forward with this repair. I am adding a \$5,000 contingency to this request to cover any unforeseen circumstances that may arise during the repair. We will likely not need all of that, if any, but I do not want to hold up the repair by going back to the council for more funding. The purchase order will be issued for \$13,800.00 to the vendor, with an additional \$5,000.00 approved if needed.

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

**Sponsor:** Sarah Hunold

**Strategic Priority:** Good Governance

**Background:** Negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association have been ongoing. As a result of said negotiations, the parties have reached an agreement.

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

**Sponsor:** Zach McNutt

**Strategic Priority:** Well Managed Services and Infrastructure

**Background:** On May 6, 2026, the Fire Department was conducting routine hydrant fire flow testing along Wyndcrest Ct. when a catastrophic bolt failure occurred during hydrant operation. The sudden, uncontrolled closure of the hydrant created a severe water hammer event, resulting in six water main breaks along Wyndcrest Ct. and Austin Smith Blvd. — an unusually large number of simultaneous failures requiring an immediate and coordinated response.

Under normal circumstances, Water Department personnel can repair a single main break within 6 to 8 hours. With six breaks occurring simultaneously, completing all repairs solely with city staff would have required an estimated 36 to 48 consecutive hours of work. Requiring staff to work for that duration without rest would pose significant safety risks to employees and is neither reasonable nor responsible. Equally important, this timeline would have left residents without water service for up to two full days — an unacceptable situation given the serious public health, safety, and well-being concerns associated with an extended loss of water.

Given the scale and urgency of the situation, engaging a third-party contractor was not only justified but necessary. Majors Enterprises was selected based on several key factors: their close proximity to





the site allowed equipment and crew to mobilize quickly; they maintain an inventory of repair materials, eliminating delays associated with sourcing parts; and they have a well-established track record in water main installation and emergency repair work, including existing contracts with surrounding government agencies for similar services. Their involvement enabled repairs to be completed and water service to be restored to residents within 16 hours — significantly reducing both public impact and the burden on city staff.

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

**Sponsor:** Gary Morton

**Strategic Priority:** Good Governance

**Background:** Upon receiving federal funding through the Safe Streets 4 All (SS4A) Grant, the ordinance is a formal commitment by the City of Monroe to **eliminate all traffic deaths and serious injuries by 2045** through the adoption of the Vision Zero framework.

The resolution is motivated by several key findings:

- Traffic crashes are a leading cause of death and serious injury nationally and locally. Between 2022 and 2024, approximately 1,000 collisions occurred in Monroe, resulting in **3 fatalities, 33 serious injuries**, with 26% of crashes causing some form of injury.
- Vulnerable populations — including pedestrians, cyclists, young drivers, and the elderly — are disproportionately harmed.
- The city's existing Advance Monroe 2040 Comprehensive Plan already sets a goal for a safe, multi-modal transportation system.

The resolution commits Monroe to the **Vision Zero approach**, which involves:

- Building leadership, collaboration, and accountability
- Data collection and trend analysis
- Equity and community engagement
- Managing speeds appropriately
- Developing a structured action plan with strategy selections and transparency

In short, the ordinance is the City of Monroe's official declaration that traffic deaths and serious injuries are preventable, unacceptable, and that the city will take a systematic, goal-driven approach to eliminating them within 20 years.

**Resolution No. 36-2026. A Resolution accepting the lowest and/or best bid submitted for the construction of the Ohio Department of Transportation pedestrian crossing project and authorizing**



the City Manager to enter into a contract by and between the City of Monroe and Majors Enterprises, Inc.

Sponsor: Zach McNutt

Strategic Priority: Good Governance

Background:

A resolution accepting the lowest and/or best bid submitted for the construction of sidewalks and ADA curb ramps and authorizing the City Manager to enter into a contract by and between the City of Monroe and Majors Enterprises, Inc.

Project Scope

The City applied for and was awarded a Pedestrian Systematic Safety Grant from the Ohio Department of Transportation (ODOT). The locations being improved through this project are:

- Britton Lane & Seminary Dr./Pebblestone Dr
- Britton Lane & Northwestern Ave./Cornerstone Dr.
- Britton Lane Sidewalk;
- Main Street & William Groth Dr./Police Station
- Main St. (Downtown area)

Once completed, this project will add sidewalk and ADA curb ramp crossings at the locations listed above, improving pedestrian safety and increasing walkability within the City of Monroe.

The total project amount is \$912,506, and 84% or \$767,000 is being funded by the grant for the following amounts throughout 2025 and 2026: Preliminary Engineering/Environmental (\$87,656); Detailed Design (\$63,830); Right-of-Way Services/Acquisition (\$4,000);

Construction (\$696,737); Construction Engineering (\$60,283). **\$619,056** of the project costs remains for 2026, with 90% or **\$492,861.32 covered by the grant.**

Bidding

Sealed Bids for the construction of this project were opened on May 29, 2026. Three bids were received, and the bids are as follows:

|          | Base Bid     |              |              | Alternate    |              |              |
|----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Bidder   | Majors       | Ford         | Adleta       | Majors       | Ford         | Adleta       |
| Base Bid | \$547,623.74 | \$551,064.00 | \$672,883.55 | \$547,623.74 | \$551,064.00 | \$672,883.55 |



|                 |              |              |              |              |              |              |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Alternate (Net) | 0            | 0            | 0            | \$20,800.00  | \$4,800.00   | \$7,283.20   |
| Total           | \$547,623.74 | \$551,064.00 | \$672,883.55 | \$568,423.74 | \$555,864.00 | \$680,166.75 |

Majors Enterprise submitted the apparent low bid for the Base Bid. The Base Bid was prepared in accordance with ODOT's Engineering Standards, which represent the minimum requirements eligible for grant funding.

However, the City of Monroe's Engineering Standards are more stringent than ODOT's. Specifically, Monroe Engineering Standard 600-14 requires the use of Reinforced Concrete Storm Pipe within the public right-of-way – a material requirement that goes beyond what ODOT mandates. ODOT's standards permit the use of alternative pipe materials that the City of Monroe expressly prohibits within its right-of-way.

Because grant funding can only reimburse costs tied to ODOT-eligible work, the additional cost of upgrading to Reinforced Concrete Storm Pipe – as required by the City – is not a reimbursable expense. To clearly separate these costs, an Alternate Bid was required to capture the price difference attributable solely to the City of Monroe's higher material standard. That additional cost will be the sole financial responsibility of the City of Monroe and will not be covered by grant funding. When an alternate is bid for a State Funded project, ODOT requires that the low base bidder be awarded regardless of the alternate bid price.

The total estimated cost to construct this project, including a 10% owner's contingency, is **\$625,266.11**.

Of that total, the City of Monroe's local funding match of 10% plus contingency is not expected to exceed **\$132,404.79**. This local share accounts for any project costs that are ineligible for grant reimbursement, including costs tied to Monroe's higher material standards as outlined above. The remaining balance is anticipated to be covered by grant funding, subject to the final determination of eligible expenses.

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

**Sponsor:** Larry Lester

**Strategic Priority:** Good Governance

**Background:** On May 12, 2026, Council approved a motion directing the Law Director to prepare an addendum extending the City Manager's contract for an additional two years under the current terms and conditions.



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

**Sponsor:** Larry Lester

**Strategic Priority:** Good Governance

**Background:** No action is necessary if Council does not wish to request a hearing.

Permit C-1 authorizes for the carryout sale of beer only in original, sealed containers.

Permit C-2 authorizes for the carryout sale of wine and prepared mixed beverages in original, sealed containers.

***Administrative Reports***

Roundabout Design Standards

Professional Maintenance Agreements for Water Main Repairs

***Adjournment***



**Monroe Council Minutes  
Regular Meeting of Council  
May 26, 2026 – 6:30 p.m.  
233 South Main Street, Monroe, Ohio**

---

***Pledge of Allegiance***

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

***Roll Call***

Council members present – Christina McElfresh, Jordan Brown, Molly Cloyd, Michael Graves, and Tom Hagedorn.

Mr. Graves moved to excuse Mr. Funk and Mr. Hickman; seconded by Mr. Brown. Voice vote. Motion carried.

***Approval of the Minutes***

Mr. Graves moved to approve the Council Minutes of May 12, 2026 work session and May 12, 2026 regular meeting; seconded by Ms. Cloyd. Voice vote. Motion carried.

***Visitors***

None.

***Committee Reports***

None.

***Old Business***

**Emergency Ordinance No. 2026-13.** An Ordinance to create a TIF area pursuant to Section 5709.40(B) of the Ohio Revised Code; declare improvements to certain parcels of real property located in the TIF area to be a public purpose; exempt from real property taxation 100% of those improvements; require the owners of those parcels to make service payments in lieu of taxes; establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of those service payments; specify the public infrastructure improvements to be made within the TIF area that directly benefit those parcels, and declaring an emergency.

The Clerk of Council read Emergency Ordinance No. 2026-13 by title only.

Mr. Graves moved to suspend the rule requiring the reading of Emergency Ordinance No. 2026-13 on two separate dates and authorize its adoption on the second reading; seconded by Mr. Brown. Voice vote: five ayes. Motion carried.



Mr. Graves moved to adopt Emergency Ordinance No. 2026-13; seconded by Mr. Brown. Roll call vote: five ayes. Motion carried.

### ***New Business***

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

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

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

**Resolution No. 31-2026.** A Resolution accepting the lowest and/or best bid submitted for the Monroe Bicentennial Park Loop Trail Project and authorizing the City Manager to enter into a contract by and between the City of Monroe and Majors Enterprises, Inc.

The Clerk of Council read Resolution No. 31-2026 by title only.

Mr. Graves moved to adopt Resolution No. 31-2026; seconded by Mr. Brown. Roll call vote: five ayes. Motion carried.

**Consideration of Motion** authorizing the expenditure of \$18,500 from the 2026 Capital Budget for a network switch refresh at the Police Department.

Mr. Graves moved to authorize the expenditure of \$18,500 from the 2026 Capital Budget for a network switch refresh at the Police Department; seconded by Mr. Hagedorn. Voice vote. Motion carried.

### ***Administrative Reports***

City Manager Larry Lester thanked everyone who participated in the City's Memorial Day Ceremony. He noted that the event was well attended and provided a meaningful opportunity for the community to come together.

Technology Services Manager, Dawn Levandusky, presented information regarding a proposal from Bright Technologies to provide consulting services for the audio-visual (AV) modernization project requested by the Technology Committee in December 2025. She explained that while AV-related issues have existed for several years, staff has addressed them incrementally, resulting in higher long-term costs. Ms. Levandusky stated that staff believes the project has reached a point where a formal bid process is warranted.

Ms. Levandusky explained that the proposed consulting services include development of design criteria, bidding support, assistance during construction, and project closeout services to ensure all work is completed according to specifications. She further noted that the consultant will provide a vendor-neutral



design, facilitate the transition from traditional AV systems to AV-over-IP technology, and help ensure compliance with applicable ADA requirements by the April 2027 deadline. The consulting portion of the project is estimated to cost \$19,200. Ms. Levandusky stated that her department has budgeted \$25,000 in capital funds for AV improvements, which will be redirected to cover the consulting services.

Mr. Hagedorn asked which rooms would be included in the project. Ms. Levandusky responded that the upgrades would encompass Council Chambers, the Council Library, the Administrative Conference Room, and the City Manager's Conference Room. She added that the design specifications developed through this process could also be used for future AV improvements throughout the City. Mr. Hagedorn asked about the estimated total cost of the project. Ms. Levandusky stated that the overall project cost is expected to range between \$100,000 and \$200,000. Ms. Cloyd asked whether grant funding may be available to assist with the project, particularly given the ADA compliance components. Ms. Levandusky responded that she had not yet explored grant opportunities but would do so.

Public Works Director, Gary Morton, reviewed several items expected to appear on upcoming Council agendas. He reported that the next Council meeting will include a Resolution related to the Safe Streets and Roads for All (SS4A) initiative, affirming the City's commitment to working toward zero roadway fatalities as part of the Transportation Master Plan. Mr. Morton also advised that he will present a contract for repairs to the first-floor wall resulting from a foundation leak. He explained that the project requires excavation approximately 13 feet deep along the exterior of the building to complete repairs before reconstructing the interior wall. Two proposals were received, one exceeding \$120,000 and another for less than \$14,000, which Mr. Morton stated he is confident will adequately address the issue. Although the project cost falls below the threshold requiring Council approval, he intends to seek Council approval of the contract, along with authorization for a \$16,000 contingency. Additionally, he noted that Council will be asked to approve a Then-and-Now Certificate for emergency repair work associated with several water main breaks that occurred in early April.

Ms. Cloyd inquired whether the City has a process for reviewing completed projects to evaluate timeliness, budget performance, and any concerns related to materials or billing. She also asked whether contractors may be deemed ineligible to bid based on past performance. Mr. Morton responded that while there is no formal audit process, staff maintains project records and engineer estimates for comparison purposes. He explained that projects may require rebidding if bids vary significantly from estimates, particularly when state or federal funding is involved. He further noted that the City generally must accept the lowest bid unless there is justification, such as prior performance concerns, to do otherwise. Ms. Cloyd suggested that staff consider implementing a formal post-project review process as a governance measure. Mr. Morton stated that part of his responsibility as Public Works Director, in collaboration with the City Engineer, is to thoroughly evaluate projects before presenting recommendations to Council. Finance Director Jake Burton added that Finance staff reviews the Auditor of State's Findings for Recovery database for purchases exceeding \$25,000 to identify any known issues involving vendors.

Regarding the SS4A initiative, Ms. Cloyd asked what infrastructure improvements would support the goal of zero fatalities and how the Police Department is involved, particularly concerning speed management. Mr. Morton reported that the Police Department participates in the Transportation Master Plan process and is represented on the SS4A Steering Committee, which meets monthly. He added that the committee also includes citizen representation and Council representation through Mr. Hagedorn. Mr. Morton



explained that the study is evaluating speed, types of intersections in the City, pedestrian crossings, narrowing roadways for speed control, and shrinking intersections. He noted that the Transportation Master Plan also seeks to prioritize roadway classifications while addressing safety objectives. Because the project is federally funded, he stated that Council is being asked to formally acknowledge the goal of zero roadway fatalities. Ms. Cloyd asked whether opportunities remain available for public participation. Mr. Morton responded that meetings are open to the public and stated that staff could further publicize participation opportunities through the City's website and social media channels. Mr. Hagedorn added that the Steering Committee plans to attend National Night Out for public engagement, previously participated in the Spring Food Truck Fair, and has discussed hosting a future town hall. Mrs. McElfresh noted that a community survey was also made available and encouraged continued promotion of participation opportunities. Mr. Morton stated that the consultant, Woolpert, is expected to present its findings and final report in June or July. Mr. Hagedorn announced that the next SS4A Steering Committee meeting is scheduled for June 10 at 4:00 p.m. in the Police Department Conference Room.

In response to a question from Mr. Brown regarding the City's water contract, Mr. Morton stated that no updates were available at this time but indicated that additional information is forthcoming.

### ***Executive Session***

Mr. Graves moved to enter into executive session to review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; and to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance. Executive session is necessary to protect the interests of the applicant or possible use of public funds in connection with the project; seconded by Mr. Hagedorn. Roll call vote: five ayes. Motion carried.

Council entered into executive session at 6:58 p.m.

Mr. Graves moved to reconvene into regular session; seconded by Mr. Hagedorn. Voice vote: five ayes. Motion carried.

Council reconvened into regular session at 8:02 p.m.

### ***Adjournment***

Mr. Hagedorn moved to adjourn; seconded by Mr. Graves. Voice vote: five ayes. Motion carried. The regular meeting of Council adjourned at 8:03 p.m.

Respectfully submitted,

Beth Combs  
Clerk of Council



**EMERGENCY ORDINANCE NO. 2026-14**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE, SCANNELL PROPERTIES #787, LLC, AND CORRIDOR 75 PARK, LTD TO FACILITATE CONSTRUCTION OF PROJECT CLEAR, AND DECLARING AN EMERGENCY.

WHEREAS, the Development Agreement establishes a public-private partnership to facilitate the construction of Project Clear, a proposed 390,000 square-foot food distribution facility with office space at 4850 Butler Warren County Line Road; and

WHEREAS, pursuant to Section 1205.12 of the Planning and Zoning Code, a Development Agreement must be approved by City Council before proceeding with any improvements.

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

SECTION 1: Council hereby accepts and approves the Development Agreement with Scannell Properties #787, LLC and Corridor 75 Park, LTD for Project Clear. The terms and conditions of said Development Agreement are set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason Council deems it necessary to authorize the Development Agreement and related obligations in order to facilitate and support the development known as Project Clear and the associated economic development benefits to the City. 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: \_\_\_\_\_

## EMERGENCY ORDINANCE NO. 2026-15

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH SCANNELL PROPERTIES #787, LLC AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Monroe (hereinafter “Council”) desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in areas of the City of Monroe designated as a Community Reinvestment Area, pursuant to Sections 3735.70 of the Ohio Revised Code; and

WHEREAS, the City Council of the City adopted Ordinance 2018-09 on July 10, 2018 (the “CRA Ordinance”), designating certain real property within the City, as a “Community Reinvestment Area” pursuant to Sections 3735.70 of the Ohio Revised Code; and

WHEREAS, Scannell Properties #787, LLC (the “Developer”) is or will be the sole owner of property certain property identified as Butler County parcel number D7000011000001, which has a physical address of 4850 Butler Warren County Line Road (the “Project Site”); and

WHEREAS, the Project Site is within the boundaries of the aforementioned Community Reinvestment Area; and

WHEREAS, the Developer desires to participate in the Community Reinvestment Area program; and

WHEREAS, the Developer intends to construction of a 390,000 square foot food distribution facility, including office space with its related site improvements (the “Project”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Project Site is located within the Lakota School District (the “School District”) and the Board of Education of the School District has been notified of the proposed approval of the CRA Agreement in accordance with Sections 3735.671 and 5709.83 of the Ohio Revised Code, or has waived such notice, and has been given a copy of the Application and a draft of the CRA Agreement; and

WHEREAS, pursuant to R.C. Section 3735.67(A), the Council and the Developer desire to formalize the agreement with respect to matters hereinafter contained.

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

**SECTION 1: Grant of Exemption.** That the Council of the City of Monroe hereby grants a tax exemption for real property improvements consisting of the Project pursuant to R.C. 3735.67 which exemption shall be in the amount of 75% for a period of 15 years commencing in the first year for which the Project would first be taxable were that property not exempted from taxation.

**SECTION 2: CRA Agreement.** That the CRA Agreement in the form presently on file with the City Clerk, providing for, among other things, the provision of the real property tax exemption for the Project, is hereby approved and authorized with changes therein and completions thereto not inconsistent with this Ordinance and not substantially adverse to this City and which shall be

approved by the City Manager. The City Manager, for and in the name of this City, is hereby authorized to execute and deliver that CRA Agreement and any amendments thereto that do not increase the percentage or number of years of the tax exemption, provided further that the approval of changes, completions or amendments thereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the City Manager's execution thereof.

SECTION 3: Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

SECTION 4: Further Authorizations. This Council authorizes the Director of Community Development or his designee to sign those certificates, and instruments; submit or file any documents or materials as necessary or appropriate; make those arrangements; and take any other actions as are necessary or appropriate to carry out the purposes of this Ordinance and the CRA Agreement and facilitate the tax exemption described herein.

SECTION 5: Non-Discriminatory Hiring Policy. In accordance with Section 5709.832 of the Ohio Revised Code, this Council hereby determines that no employer located upon any Parcel shall deny any individual employment based solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

SECTION 6: Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health or safety of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2026-16**

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

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

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

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

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

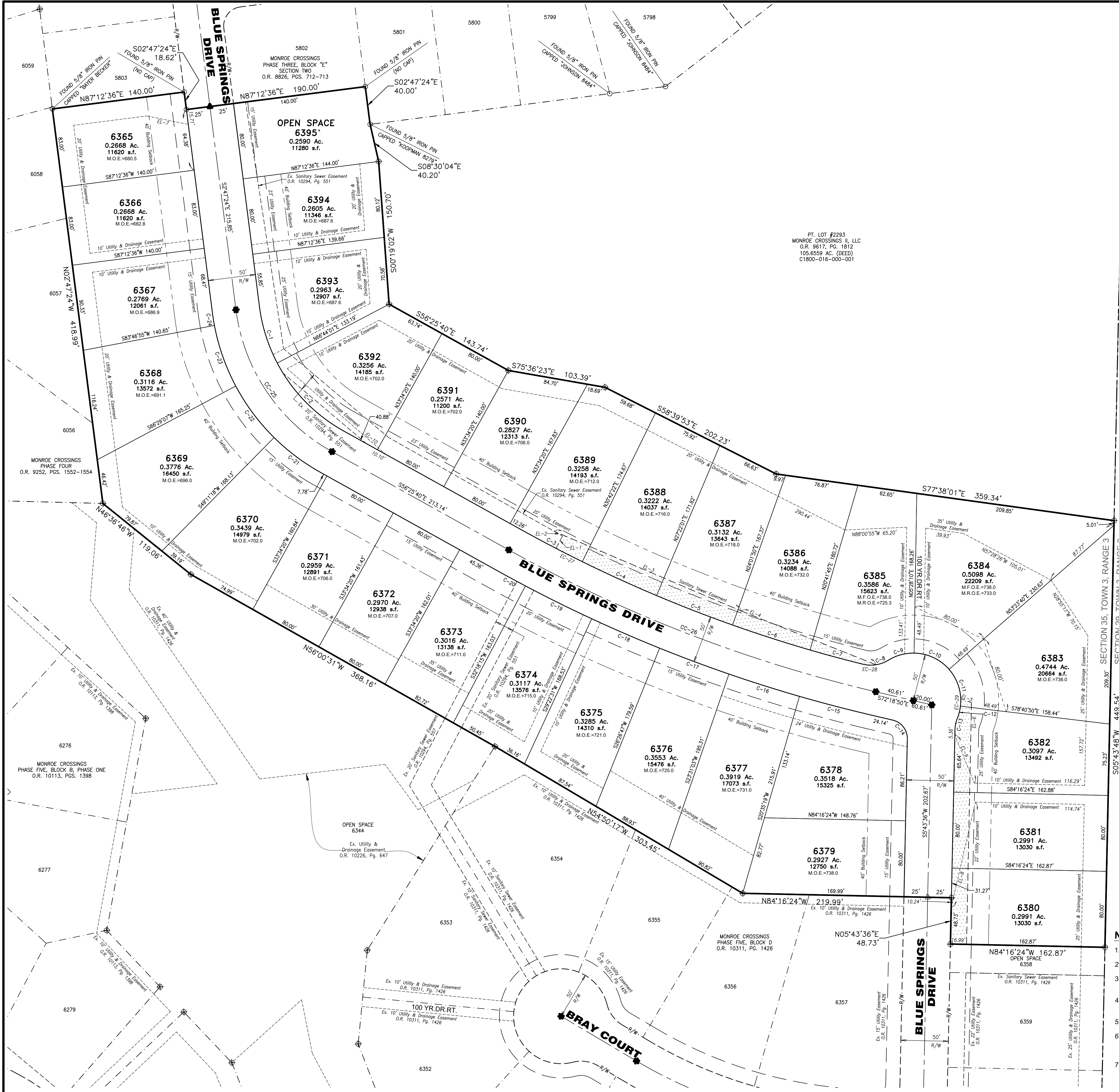
\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_









| LOT CURVE TABLE |           |          |         |                    | LOT CURVE TABLE |           |          |        |                    |
|-----------------|-----------|----------|---------|--------------------|-----------------|-----------|----------|--------|--------------------|
| Curve           | Delta     | Radius   | Length  | Chord              | Curve           | Delta     | Radius   | Length | Chord              |
| C-1             | 20°28'35" | 175.00'  | 62.54'  | S13°01'41"E 62.21' | C-13            | 20°35'54" | 35.00'   | 12.58' | S16°01'34"W 12.52' |
| C-2             | 33°09'41" | 175.00'  | 101.29' | S39°50'49"E 99.88' | C-14            | 78°02'26" | 20.00'   | 27.24' | N33°17'37"W 25.18' |
| C-3             | 2°51'59"  | 1475.00' | 73.79'  | S75°51'39"E 73.78' | C-15            | 2°54'09"  | 1525.00' | 77.25' | N70°51'45"W 77.24' |
| C-4             | 3°20'20"  | 1475.00' | 85.96'  | S60°57'48"E 85.94' | C-16            | 2°55'44"  | 1525.00' | 77.96' | N67°56'49"W 77.95' |
| C-5             | 3°20'12"  | 1475.00' | 85.90'  | S64°18'04"E 85.88' | C-17            | 2°55'44"  | 1525.00' | 77.96' | N65°01'05"W 77.95' |
| C-6             | 3°20'04"  | 1475.00' | 85.84'  | S67°38'13"E 85.83' | C-18            | 2°55'44"  | 1525.00' | 77.96' | N62°05'21"W 77.95' |
| C-7             | 2°14'06"  | 1475.00' | 57.54'  | S70°25'18"E 57.53' | C-19            | 2°55'44"  | 1525.00' | 77.96' | N59°09'37"W 77.95' |
| C-8             | 45°44'54" | 35.00'   | 27.95'  | N85°35'12"E 27.21' | C-20            | 1°16'05"  | 1525.00' | 33.75' | N57°03'43"W 33.75' |
| C-9             | 32°45'25" | 50.00'   | 28.59'  | N79°05'28"E 28.20' | C-21            | 1°53'58"  | 225.00'  | 61.32' | N48°37'11"W 61.13' |
| C-10            | 47°55'30" | 50.00'   | 41.82'  | S60°34'05"E 40.61' | C-22            | 1°17'49"  | 225.00'  | 67.92' | N32°09'48"W 67.67' |
| C-11            | 47°55'30" | 50.00'   | 41.82'  | S12°38'35"E 40.61' | C-23            | 1°17'49"  | 225.00'  | 67.92' | N14°51'59"W 67.67' |
| C-12            | 15°00'21" | 50.00'   | 13.09'  | S18°49'20"W 13.06' | C-24            | 3°29'41"  | 225.00'  | 13.46' | N04°30'14"W 13.46' |

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

| EASEMENT CURVE TABLE |          |          |        |                    |
|----------------------|----------|----------|--------|--------------------|
| Curve                | Delta    | Radius   | Length | Chord              |
| EC-27                | 1°12'35" | 1475.00' | 31.14' | S58°41'21"E 31.14' |
| EC-28                | 2°03'25" | 35.00'   | 14.08' | S8°04'03"E 13.99'  |
| EC-29                | 9°14'39" | 50.00'   | 8.07'  | N06°41'50"E 8.06'  |

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

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

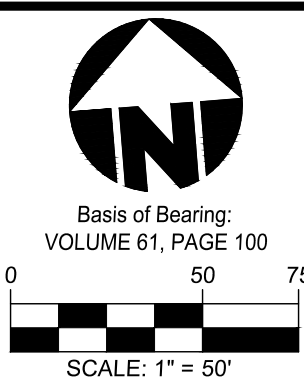
**TOTAL ACREAGE**  
TOTAL LOTS: 9.7275 ACRES  
TOTAL RIGHT-OF-WAY: 1.5280 ACRES  
TOTAL OPEN SPACE: 0.2590 ACRES  
TOTAL AREA OF SUBDIVISION: 11.5145 ACRES

**CENTERLINE LENGTH**  
BLUE SPRINGS DRIVE: 1295.39 L.F.

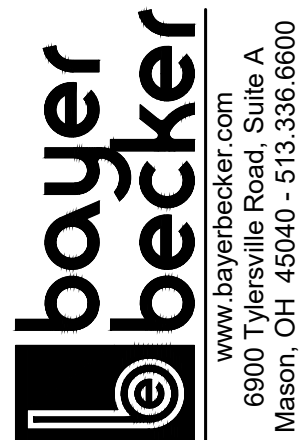
- NOTES:**
1. BASIS OF BEARINGS: SURVEY VOLUME 61, PAGE 100.
  2. PRIOR DEED REFERENCE: OFFICIAL RECORD 9617, PAGE 1812.
  3. ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
  4. LINES OF OCCUPATION WHERE THEY EXIST GENERALLY AGREE WITH BOUNDARY LINES UNLESS OTHERWISE SHOWN ON PLAT.
 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

**LEGEND**

○ Found 5/8" Iron Pin capped "Boyer Becker" (unless otherwise noted)  
⊕ Found 1" Iron Pin capped "Boyer Becker"  
△ Found MAG Nail  
△ Found MAG Spike  
● Set MAG Nail  
● Set MAG Spike  
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



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



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

Kevin Lanham

2010 Dana Ave.

Cincinnati OH.

Kevin.Lanham@Duke-Energy.com

Duke Energy Distribution Design

5-13-26

To Whom it may Concern,

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

-Thanks!

-Kevin Lanham





## Application for a Major Subdivision

Monroe Development Department  
233 South Main Street, Monroe, Ohio 45050  
Phone: 513-539-7374  
planning@monroeohio.gov  
[www.monroeohio.gov](http://www.monroeohio.gov)

### For Staff Use Only

Submittal Date:

Date Application Determined Complete:

Date of Planning Commission Review:

Fee Paid:

Staff Initials:

Application Number:

### Major Subdivision Review Information

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

### Basic Project and Site Information (For Original Lot)

For which of the following are you seeking approval?

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

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

County: ☒ Butler ☐ Warren Total Subdivision Area: 11.5145

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

Project/Subdivision Name: Monroe Crossings Section Five Block E

Existing Zoning District: R-3 PUD

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

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

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

What is the average lot width? 80 ft

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



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

**Additional Project Information**

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

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

**Applicant Information**

Applicant Name: Monroe Crossings II LLC

Contact Person: Alan Schmidt Sr.

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

Contact Phone Number: 513-532-7575

Contact Fax Number:

Contact E-Mail: aschmidt@schmidtbuilders.com

Property Owner Name: Monroe Crossings Inc.

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

**Additional Project Information**

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

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

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

No

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

**Certification and Signatures**

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

Print Name: Alan Schmidt Sr.

Signature:



Date: 4-20-26

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

Print Name: Alan Schmidt Sr.

Signature:



Date: 4-20-26

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



### Submittal Requirement Checklist

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

#### Digital Submittal Requirements

|                          |                                                                                                                                                                                                              |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | All document applications shall be submitted in a compatible electronic format to <a href="mailto:planning@monroeohio.gov">planning@monroeohio.gov</a> .                                                     |
| <input type="checkbox"/> | All site plan materials, in map format, shall be submitted in a format compatible with the city's Geographic Information Systems (i.e. shapefile, geodatabase, or dwg) and shall be appropriately projected. |

#### General Information

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

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

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

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

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

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

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



### Submittal Requirement Checklist

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

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

### Preliminary Drainage Plan - Submitted as Part of the Preliminary Plat

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

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

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

### Submittal Requirement Checklist

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

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

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

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



### Submittal Requirement Checklist

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

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

April 27, 2026

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

Re: Monroe Crossings Section 5, Block E  
Final Plat

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

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

A digital submission has also been submitted to [planning@monroeohio.gov](mailto:planning@monroeohio.gov).

Please place this on the first available City Council Agenda.

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

Sincerely,

*Elaine Hopkins*

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



# PRELIMINARY PLAT **MONROE CROSSINGS**

SECTION FIVE  
 CITY OF MONROE  
 BUTLER COUNTY, OHIO  
 SECTION 35, TOWN 3, RANGE 3  
 OCTOBER, 2020  
 REVISED NOVEMBER 15, 2020

**OWNER**  
 Monroe Crossings LLC  
 5515 Winford Avenue  
 Dayton, OH 45424  
 (513) 887-6000

**DEVELOPER**  
 Monroe Crossings II LLC  
 500 Main Street, Suite 35  
 Dayton, OH 45402  
 (513) 858-2555

**ENGINEER & SUPERVISOR**  
 Bayer Becker  
 6900 Yermoland Road  
 Dayton, OH 45424  
 (513) 238-6800

## **PROJECT DATA**

TOTAL # OF LOTS: 50  
 TOTAL # OF ACRES: 40  
 TOTAL # OF IMPROVED LOTS: 40  
 TOTAL # OF IMPROVED ACRES: 40  
 TOTAL ACRES: 10,000.00  
 IMPROVED ACRES: 10,000.00  
 IMPROVED OPEN SPACE: 17,500.00 (17.5%)

## **LEGEND**

Shaded areas indicate areas of wetlands or other sensitive areas. The shaded areas are shown for informational purposes only and do not constitute a warranty of the accuracy of the information. The shaded areas are shown for informational purposes only and do not constitute a warranty of the accuracy of the information.

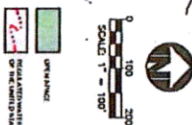
## **TYPICAL LOTS**

1/4 Acre  
 1/2 Acre  
 3/4 Acre  
 1 Acre  
 1 1/4 Acre  
 1 1/2 Acre  
 2 Acre  
 3 Acre  
 4 Acre  
 5 Acre  
 6 Acre  
 7 Acre  
 8 Acre  
 9 Acre  
 10 Acre  
 11 Acre  
 12 Acre  
 13 Acre  
 14 Acre  
 15 Acre  
 16 Acre  
 17 Acre  
 18 Acre  
 19 Acre  
 20 Acre  
 21 Acre  
 22 Acre  
 23 Acre  
 24 Acre  
 25 Acre  
 26 Acre  
 27 Acre  
 28 Acre  
 29 Acre  
 30 Acre  
 31 Acre  
 32 Acre  
 33 Acre  
 34 Acre  
 35 Acre  
 36 Acre  
 37 Acre  
 38 Acre  
 39 Acre  
 40 Acre

## **GENERAL NOTES**

1. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
2. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
3. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
4. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
5. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
6. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
7. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
8. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
9. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
10. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
11. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
12. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
13. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
14. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
15. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
16. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
17. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
18. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
19. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
20. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
21. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
22. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
23. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
24. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
25. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
26. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
27. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
28. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
29. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
30. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
31. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
32. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
33. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
34. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
35. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
36. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
37. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
38. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
39. The owner has been advised that the proposed plat is preliminary and subject to change without notice.
40. The owner has been advised that the proposed plat is preliminary and subject to change without notice.

## **LOCATION MAP**



**MONROE CROSSINGS  
 SECTION FIVE**  
 SECTION 35, TOWN 3, RANGE 3  
 CITY OF MONROE, BUTLER COUNTY, OHIO  
 PRELIMINARY PLAT

| Lot | Area (Acres) | Area (Sq. Ft.) | Area (Sq. Ft.) |
|-----|--------------|----------------|----------------|
| 1   | 1.00         | 136,370        | 136,370        |
| 2   | 1.00         | 136,370        | 136,370        |
| 3   | 1.00         | 136,370        | 136,370        |
| 4   | 1.00         | 136,370        | 136,370        |
| 5   | 1.00         | 136,370        | 136,370        |
| 6   | 1.00         | 136,370        | 136,370        |
| 7   | 1.00         | 136,370        | 136,370        |
| 8   | 1.00         | 136,370        | 136,370        |
| 9   | 1.00         | 136,370        | 136,370        |
| 10  | 1.00         | 136,370        | 136,370        |
| 11  | 1.00         | 136,370        | 136,370        |
| 12  | 1.00         | 136,370        | 136,370        |
| 13  | 1.00         | 136,370        | 136,370        |
| 14  | 1.00         | 136,370        | 136,370        |
| 15  | 1.00         | 136,370        | 136,370        |
| 16  | 1.00         | 136,370        | 136,370        |
| 17  | 1.00         | 136,370        | 136,370        |
| 18  | 1.00         | 136,370        | 136,370        |
| 19  | 1.00         | 136,370        | 136,370        |
| 20  | 1.00         | 136,370        | 136,370        |
| 21  | 1.00         | 136,370        | 136,370        |
| 22  | 1.00         | 136,370        | 136,370        |
| 23  | 1.00         | 136,370        | 136,370        |
| 24  | 1.00         | 136,370        | 136,370        |
| 25  | 1.00         | 136,370        | 136,370        |
| 26  | 1.00         | 136,370        | 136,370        |
| 27  | 1.00         | 136,370        | 136,370        |
| 28  | 1.00         | 136,370        | 136,370        |
| 29  | 1.00         | 136,370        | 136,370        |
| 30  | 1.00         | 136,370        | 136,370        |
| 31  | 1.00         | 136,370        | 136,370        |
| 32  | 1.00         | 136,370        | 136,370        |
| 33  | 1.00         | 136,370        | 136,370        |
| 34  | 1.00         | 136,370        | 136,370        |
| 35  | 1.00         | 136,370        | 136,370        |
| 36  | 1.00         | 136,370        | 136,370        |
| 37  | 1.00         | 136,370        | 136,370        |
| 38  | 1.00         | 136,370        | 136,370        |
| 39  | 1.00         | 136,370        | 136,370        |
| 40  | 1.00         | 136,370        | 136,370        |



**RESOLUTION NO. 32-2026**

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST QUOTE SUBMITTED FOR CITY BUILDING FOUNDATION REPAIRS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND AQUA PROOF, INC.

WHEREAS, the City of Monroe obtained quotes to repair a leaking foundation wall at the City Building; and

WHEREAS, based on the quotes received, Aqua Proof, Inc. has been determined to have submitted the lowest and/or best quote for the project.

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

SECTION 1: The quote submitted by Aqua Proof, Inc. is hereby accepted as the lowest and/or best quote for the City Building foundation repairs.

SECTION 2: The City Manager is hereby authorized to enter into a contract for said project by and between the City of Monroe and Aqua Proof, Inc. pursuant to the terms and conditions set forth in the quote documents, in an amount not to exceed \$13,800 for the contract amount, plus an additional \$5,000 contingency, for a total authorization not to exceed \$18,800.

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



# AquaProof Inc.

Waterproofing and Drainage Specialist

12097 Mosteller Road Cincinnati, OH 45241 www.AquaProof.com 513-459-5400

This agreement, entered into this 26 day of May, 2026 between AQUAPROOF Inc. located at 12097 Mosteller Road, Cincinnati, OH 45241 herein referred to as SELLER and

City of Monroe  
(Name of Buyer(s))

513-727-  
(Daytime Phone)

233 South Main St  
(Street Address)

Monroe Ohio 45050 Butler  
(City) (State) (Zip) (County)

(Other)

(Other)

herein referred to as the Buyer(s), witness that, in consideration of the undertakings herein expressed on the part of the parties hereto by performed, the SELLER and the Buyer(s) do hereby agree as follows:

SELLER agrees to furnish all materials, labor, machinery and equipment necessary to service the below grade masonry for the above name Buyer(s). The SELLER represents that the installation of work described herein will be completed in approximately 60 days.

DIAGRAM OF AREA BUYER(S)  
REQUESTS TO BE SERVICED:

- ☒ Concrete  
☐ Block  
☐ Stone

- ☐ Single  
☐ Double  
☐ Bi-Level

#### FOUNDATION

- ☒ Basement  
☐ Crawl Space  
☐ Other

#### OTHER

- ☐ Outside Concrete \_\_\_\_\_ sq ft.  
☒ Lineal Footage 24 ft.  
☐ Re-pour Ext Asphalt \_\_\_\_\_ sq ft.

- ☐ Concrete Removal \_\_\_\_\_ sq ft.  
☐ Re-pour Ext Concrete \_\_\_\_\_ sq ft.  
☐ Asphalt Removal \_\_\_\_\_ sq ft.

#### INTERIOR

- ☐ Interior System \_\_\_\_\_ ft.  
☐ Interior Wall Shield \_\_\_\_\_ ft.  
☐ Cove Plate \_\_\_\_\_ ft.  
☐ Re-pour Concrete Floor \_\_\_\_\_ ft.  
☐ Sump Pump \_\_\_\_\_ hp \_\_\_\_\_" well  
☐ Battery Back up \_\_\_\_\_  
☐ Seal Int Wall Crack(s) \_\_\_\_\_  
☐ Beams \_\_\_\_\_  
☐ Wall Push \_\_\_\_\_  
☐ Interior Piers - See separate contract  
☐ Interior Grate \_\_\_\_\_  
☐ Humidex \_\_\_\_\_

#### EXTERIOR

- ☒ Exterior Drainage Mat 24 ft.  
☐ Exterior Footer Drainage 24 ft.  
☐ Exterior Subsurface Drainage \_\_\_\_\_ ft.  
☒ Seal Ext Crack(s) All  
☐ Yard Line \_\_\_\_\_ ft.  
☐ Down Spouts @ \_\_\_\_\_ ft.  
☐ Window Wells \_\_\_\_\_  
☐ Exterior Grate \_\_\_\_\_  
☐ Exterior Piers - See separate contract  
☒ Grading Finish  
☐ Discharge Line \_\_\_\_\_ ft.

#### GUTTERS

- ☐ Color \_\_\_\_\_  
☐ Gutters \_\_\_\_\_ ft.  
☐ Downpipes \_\_\_\_\_ 3x4 \_\_\_\_\_ 2x3
- ☐ Screens \_\_\_\_\_  
☐ @ \_\_\_\_\_ ft.  
☐ Valley Guards \_\_\_\_\_

FRONT

OTHER Dig at 24ft to footer repair all cracks, plus where concrete is Honey comb  
Hydraulic cement, waterproof tar, drainage, if needed re-pouring tile 4" tile 2ft gravel  
tie into existing tile, or a concrete backfill to a finish grade. All work to be perform by BSH

Buyer(s) to pay for the work described above as follows:

(A) TOTAL CASH PRICE OF WORK\* \$ 13800.00  
(B) DISCOUNT RECEIVED \$ \_\_\_\_\_  
(C) DEPOSIT MADE BY BUYER(S)\*\* \$ -0-  
(D) PARTIAL PAYMENT DUE AT JOB START\*\* \$ \_\_\_\_\_  
(E) BALANCE DUE AT JOB COMPLETION\*\* \$ 13800.00

\*Change orders will be made for ALL unforeseen circumstances that may arise during the job. Unforeseen circumstances may include but are not limited to: finding of additional crack(s), finding of unknown oil tank(s), dig outs deeper than expected.

\*\* If Buyer(s)' Final Payment is via credit card the Balance is Due at Job Start. A credit card usage fee will apply to all payments made via credit card.

ON TIME PURCHASES, SEE ATTACHED FEDERAL DISCLOSURE TRUTH IN LENDING FORM.

#### NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

WARRANTY: SEE ATTACHED WARRANTY.

YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

I/WE the undersigned Buyer(s) have read and understand this AGREEMENT including the TERMS AND CONDITIONS OF AGREEMENT on the reverse side. I/We, the Buyer(s), have been told and understand that due to the nature of water seepage problems, additional service may be required should subsequent seepage occur. I/We, the Buyer(s), hereby authorize the SELLER to commence the work described in this CONTRACT and AGREE to ALL TERMS AND CONDITIONS herein.

Representative's Signature Danny Manley

Buyer \_\_\_\_\_

Representative's Name (Print) Danny Manley

Buyer \_\_\_\_\_



## TERMS AND CONDITIONS OF AGREEMENT

1. I/We, the Buyer(s), understand that the Unpaid Balance of the Contract Price specified on the reverse side is to be paid to SELLER in cash upon completion of the work specified in the Contract. The Contract Price has been calculated based on the current prices for materials/labor. If the market is hit with a sudden price increase a mutually agreed upon change order may take place to offset some of the costs. If the Seller and Buyer(s) can not come to an agreement the Contract will be terminated.

2. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors and administrators. SELLER may further assign all or part of this Agreement.

### 3. SELLER'S INSURANCE COVERAGE

SELLER represents that all workers are covered under workers' compensation insurance, carries public liability insurance and are applicable to the work to be performed under this Contract.

### 4. WORK STANDARDS

a) SELLER agrees to complete all work specified in is Contract in a good and workmanlike manner according to the Standard practices of the industry.

b) SELLER will endeavor to perform all work in a timely manner, but time is not of the essence of this Contract, and SELLER shall be permitted additional time to perform the work specified herein when delays are due to causes beyond the control of SELLER such as strike, flood, fire, inability to secure the necessary materials, acts of God, labor difficulties and the like. SELLER will not be subject to liability for any consequential damages due to delays in completion of the Contract unless specifically agreed to in writing.

c) If necessary for SELLER to drill through exterior concrete, flagstone, asphalt, wood, or any substance other than earth, SELLER will repair same in the best manner possible, but assumes no liability for damages to same.

d) If SELLER has to remove any plants, or landscaping, SELLER assumes no liability for damages to same.

e) If necessary for SELLER to run air hammers inside Buyer(s) home or building it is understood SELLER will not be liable for dust that may travel through the air and settle onto or in any furnishings such as appliances, furnaces, duct work, etc. SELLER assumes no responsibility for the expense of cleaning or damages that may occur to the premises or contents thereof.

f) If SELLER has to install Pressure Relief Pump(s) it is the Buyer(s) responsibility for installation of electrical outlets.

g) SELLER assumes no liability for any underground lines on the exterior that can't be properly marked.

h) If SELLER connects any interior, or exterior drainage lines into any existing sewer, or down spout lines, or the SELLER is unable to properly connect into such lines because these lines fail to be acceptable or adequate to carry the water drainage either now, or in the future, the Buyer(s) understand, and agree the SELLER may have to install a new line, or Pressure Relief Pump(s) at an additional cost to the Buyer(s).

i) For SELLER to treat the areas specified herein, from either the interior or the exterior, or should further service be necessary after initial waterproofing, it is the Buyer(s) obligation to have the floor and walls bare and accessible to the SELLER by removing all obstructions completely. This includes floor tile, carpetings, paneling, drywall, and appliances (fuel/water tanks, furnaces, softeners, air conditioners, etc.) Buyer(s) is responsible for their replacement; but shall not replace them until notified by SELLER. However, if SELLER has to move any obstructions at the request and permission of the Buyer(s), SELLER assumes no liability or responsibility for any damages or malfunctions of any appliances or other units.

### 5. OWNERSHIP OF PREMISES

Buyer(s) represent that he/she/they are the LEGAL OWNERS of the premises set forth herein upon which work is to be done, are fully authorized, and are competent to contract for the work and materials set forth herein. Upon request of SELLER, Buyer(s) shall provide written evidence that he/she/they hold present LEGAL TITLE to the premises.

### 6. CERTIFICATE OF COMPLETION

Buyer(s) understand that upon substantial completion of the work specified to be done herein by SELLER that Buyer(s) will be obligated to sign a "COMPLETION CERTIFICATE" or other documents that may be requested by SELLER to attest to the fact of the completion of the work under this Contract. This "CERTIFICATE OF COMPLETION" shall be signed by the Buyer, or by one of the Buyers, and shall attest to the fact that the SELLER has substantially performed its duties and legally completed the Contract. If any minor work remains to be done at the time of presentation of the "CERTIFICATE OF COMPLETION" the signing of such certificate shall not be delayed, but a WORK ORDER shall be executed by SELLER and Buyer(s) at the time of signing the "COMPLETION CERTIFICATE" specifying the work remaining to be done and the same shall be completed by SELLER as soon as practicable. Any balance of monies due SELLER must be paid at this time. Any unpaid balances after the expiration of 30 days will be charged a reasonable interest rate until the entire balance is paid in full. In the event that the account is placed with a third party for collection, I/We agree to pay all costs including reasonable attorneys fees, court costs and interest charges.

### 7. BUYER'S BREACH

Buyer(s) understand that if this Contract is canceled by Buyer(s) or if Buyer(s), otherwise prevent SELLER from performing under this Contract at a time after the expiration of the three (3) business day rescission period but before commencement of actual work under this Contract, the Buyer(s) agree that he/she/they shall be liable to pay to SELLER a sum equal to thirty-three percent (33%) of the Contract Price. This represents profits lost to SELLER as a result of Buyer(s) anticipatory breach, which sum both parties agree is appropriate because of the difficulty of ascertaining exact damages, and which shall be considered as liquidated damages. It is further understood that the SELLER shall accept no cancellation or rescission of this Contract once actual work has begun, and that the Buyer(s) shall be responsible for payment of the Full Contract Price.

### 8. SELLER'S RIGHT OF REFUSAL

SELLER reserves the right of refusal on all Contracts. If SELLER exercises its right of refusal, any deposit received will be returned as soon as practicable.

### 9. ENTIRE AGREEMENT

Buyer(s) hereby acknowledge receipt of a copy of this Contract together with Waterproofing Contract, if any, and a copy of the Limited Warranty. Buyer(s) have read the entire Contract, know and understand the same and their obligations herein, and reaffirm that this written Contract constitutes the ENTIRE AGREEMENT between the parties hereto, that there are no written or oral understanding which has not been expressly set forth herein made by SELLER or its agent, and that no modification of, or addition to, any provision hereof shall be valid or binding upon SELLER, its successors, or assigns, unless expressly set forth herein in writing.

### 10. DISPUTE RESOLUTION/ARBITRATION

SELLER and Buyer(s) shall endeavor to resolve claims, disputes and other matters in question between them by good-faith negotiation. In the event that any claim or dispute arises between the parties in relation to this Agreement and the claim or dispute is not resolved by negotiation, the parties shall endeavor to resolve it by mediation as a condition precedent to arbitration. Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. A request for mediation shall be made in writing, delivered to the other party, and filed with the person or entity administering the mediation.

The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held in the place near where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any claim or dispute not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. A demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims and dispute then known to that party on which arbitration is permitted to be demanded.

SELLER, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitration employ materially similar procedural rules and methods for selecting arbitrator(s).

SELLER, at its sole discretion, may include in the arbitration by joinder persons or entities involved in a common question of law or fact.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2025

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).

|                                                                                        |  |                                                                                                                                                                                                                                                                                  |  |
|----------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>TWFG - Wade Ins<br>775 Gardner Rd<br>Suite A<br>Springboro OH 45066 |  | <b>CONTACT NAME:</b> Danny Manley (1)<br><b>PHONE (A/C, No, Ext):</b> (937) 886-6454<br><b>E-MAIL ADDRESS:</b> dmanley@twfg.com<br><b>FAX (A/C, No):</b>                                                                                                                         |  |
| <b>INSURED</b><br>Aqua Proof Inc<br>12097 Mosteller Rd<br>Cincinnati OH 45241-1528     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Western Reserve Group<br><b>INSURER B:</b> Western Reserve Group<br><b>INSURER C:</b> Western Reserve Group<br><b>INSURER D:</b> Western Reserve Group<br><b>INSURER E:</b> Western Reserve Group<br><b>INSURER F:</b> |  |

## COVERAGES

**CERTIFICATE NUMBER:** AQUA25081209380252

**REVISION NUMBER:**

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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | N                                            | N        | CPP 0000899985 | 8/26/2025               | 8/26/2026               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                           | N                                            | N        | CPP 0000899985 | 8/26/2025               | 8/26/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
|          | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                   |                                              |          | CXS 0000899987 | 8/26/2025               | 8/26/2026               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                   |
|          | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | N              | CPP 0000899985          | 8/26/2025               | 8/26/2026                                                                                                                                                                                                                                |
| E        | Inland Marine                                                                                                                                                                                                                                                                                                         | N                                            | N        | CPP 0000899985 | 8/26/2025               | 8/26/2026               | \$1,000 Deductible \$741,584                                                                                                                                                                                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                     |                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *****FOR INFO ONLY*****<br>*****FOR INFO ONLY*****<br>*****FOR INFO ONLY*****<br>TX | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**Request for Taxpayer  
Identification Number and Certification**  
Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.           | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>2</b> Business name/disregarded entity name, if different from above.<br><i>AQUA PROOF INC.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                                  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                    |
|                                                                  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><i>12097 Mosteller Rd</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Requester's name and address (optional)                                                                                                                                                                                                                                                                            |
| <b>6</b> City, state, and ZIP code<br><i>CINCINNATI OH 45241</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                    |
| <b>7</b> List account number(s) here (optional)                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                    |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |                      |
|---------------------------------------|----------------------|
| <b>Social security number</b>         |                      |
| <input type="text"/>                  | <input type="text"/> |
| or                                    |                      |
| <b>Employer identification number</b> |                      |
| <input type="text"/>                  | <input type="text"/> |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                             |                        |
|------------------|---------------------------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person <i>[Signature]</i> | Date <i>05/27/2020</i> |
|------------------|---------------------------------------------|------------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**RESOLUTION NO. 33-2026**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE POLICE SERGEANTS.

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Sergeants have been ongoing; and

WHEREAS, as a result of said negotiations, the parties have reached an agreement.

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

SECTION 1: The City Manager is hereby authorized to enter into a collective bargaining agreement by and between the City of Monroe and the Ohio Patrolmen's Benevolent Association for the Police Sergeants, pursuant to the terms and conditions they deem appropriate and necessary in the best interest of the City.

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

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

AGREEMENT BETWEEN  
THE CITY OF MONROE  
AND THE  
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION  
(Sergeants)

EFFECTIVE: June 1, 2026 to May 31, 2029



## TABLE OF CONTENTS

|                                                                                   |    |
|-----------------------------------------------------------------------------------|----|
| ARTICLE 1 AGREEMENT AND PURPOSE.....                                              | 1  |
| ARTICLE 2 RECOGNITION, MEETINGS, BULLETIN BOARD.....                              | 2  |
| ARTICLE 3 ASSOCIATES/UNION BUSINESS.....                                          | 4  |
| ARTICLE 4 MANAGEMENT RIGHTS .....                                                 | 5  |
| ARTICLE 5 NO STRIKES/NO LOCKOUT.....                                              | 7  |
| ARTICLE 6 PROBATIONARY PERIOD.....                                                | 8  |
| ARTICLE 7 DUES DEDUCTION.....                                                     | 9  |
| ARTICLE 8 NO DISCRIMINATION .....                                                 | 10 |
| ARTICLE 9 DISCIPLINE.....                                                         | 11 |
| ARTICLE 10 PERSONNEL FILES.....                                                   | 15 |
| ARTICLE 11 GRIEVANCE PROCEDURE.....                                               | 17 |
| ARTICLE 12 ARBITRATION.....                                                       | 20 |
| ARTICLE 13 MISCELLANEOUS .....                                                    | 22 |
| ARTICLE 14 WAGES .....                                                            | 24 |
| ARTICLE 15 HOURS OF WORK AND OVERTIME .....                                       | 26 |
| ARTICLE 16 CLOTHING AND EQUIPMENT ALLOWANCE .....                                 | 30 |
| ARTICLE 17 HOLIDAYS .....                                                         | 32 |
| ARTICLE 18 VACATIONS.....                                                         | 34 |
| ARTICLE 19 SICK LEAVE .....                                                       | 37 |
| ARTICLE 20 INJURY LEAVE .....                                                     | 41 |
| ARTICLE 21 BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND<br>OTHER LEAVE ..... | 44 |
| ARTICLE 22 INSURANCE.....                                                         | 46 |
| ARTICLE 23 SAFETY AND HEALTH.....                                                 | 49 |
| ARTICLE 24 RESIDENCY .....                                                        | 51 |

|                                                                  |    |
|------------------------------------------------------------------|----|
| ARTICLE 25 DRUG FREE WORKPLACE.....                              | 52 |
| ARTICLE 26 MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS ..... | 53 |
| ARTICLE 27 OUTSIDE EMPLOYMENT .....                              | 54 |
| ARTICLE 28 SENIORITY.....                                        | 55 |
| ARTICLE 29 WAIVER IN CASE OF EMERGENCY .....                     | 57 |
| ARTICLE 30 DURATION OF AGREEMENT .....                           | 58 |

**ARTICLE 1**  
**AGREEMENT AND PURPOSE**

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the “Employer” or “City,” and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union” or “OPBA,” a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.



## **ARTICLE 2**

### **RECOGNITION, MEETINGS, BULLETIN BOARD**

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

- a. disseminating general information of interest to both parties
- b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;
- c. discussing ways to improve efficiency and safety and health issues within the department;
- d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

**ARTICLE 3**  
**ASSOCIATES/UNION BUSINESS**

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

## **ARTICLE 4 MANAGEMENT RIGHTS**

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

- (1) To direct and evaluate the work of Employees;
- (2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;
- (3) To determine the size and composition of the work force;
- (4) To suspend, discipline, reduce or discharge Employees for cause;
- (5) To lay off Employees or abolish positions;
- (6) To hire, schedule, promote, demote, transfer and assign Employees;
- (7) To recruit, select, and determine the qualifications and characteristics desired in new hires;
- (8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (9) To determine the locations, size and number of facilities;
- (10) To determine the quality standards and level of service required;
- (11) To schedule Employees and establish their hours and days of work;
- (12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;



- (13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);
- (14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;
- (15) To generally manage the Police Department's business as it deems best;
- (16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and
- (17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

**ARTICLE 5**  
**NO STRIKES/NO LOCKOUT**

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

## **ARTICLE 7 DUES DEDUCTION**

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.



**ARTICLE 8**  
**NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, sex (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, ancestry, disability status, military or veteran status, genetic information or any other condition or status protected by law. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

## **ARTICLE 9 DISCIPLINE**

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

- a. Documented Verbal Reprimand
- b. Written Reprimand
- c. Suspension without pay
- d. Reduction in Pay/Position
- e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee’s record of discipline and the Employee’s record of performance and conduct.

- a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.
- b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.
- c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

- a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

- b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

- (1) Dismiss the allegations as unfounded without record; or
- (2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chiefs recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which “Miranda” warnings are required to be given, shall be advised, prior to questioning, of his “Miranda” rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to “Miranda” rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.



## **ARTICLE 10 PERSONNEL FILES**

### **10.1 Records of Disciplinary Actions:**

- a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.
- b. Verbal Coachings and records of verbal coachings are not considered disciplinary actions, and will contain a statement to that effect.
- c. Written reprimands, records of verbal reprimands and coachings, and all other Employer actions are permanent records.
- d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.
- e. For the sole purposes of discipline, grievance and arbitration procedures:
  - (1) Written reprimands and records of verbal reprimands and coachings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.
  - (2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.
  - (3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. Step 1:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Captain . The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. Step 2:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not resolve the grievance. At this time a Representative of the Union may be in

attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.



## **ARTICLE 12 ARBITRATION**

### **12.1    Procedure for requesting.**

a.        A grievance as defined in the “Grievance” Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service (“AMS”) and by sending a copy of the notice to the other party.

b.        The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

12.2    Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3    Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

### **12.4    Powers of the Arbitrator.**

a.        The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer’s existing or future rules and regulations, general orders or standard operating procedures, provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

## **ARTICLE 13 MISCELLANEOUS**

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- a. Name
- b. Address
- c. Home Telephone Number
- d. Immediate Supervisor
- e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All sergeants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend of Fifty-

Two Dollars (\$52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

## **ARTICLE 14 WAGES**

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, 2026. These rates of pay are subject to the conditions set forth below:

- A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.
- B. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.
- C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of \$0.75, in addition to their regular hourly rate.
- D. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.
- E. In addition to the increases set forth above, Effective June 1, 2026, Sergeants' differential between the top wage of the next lowest rank and Sergeant shall be 15.5% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

- A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
- B. Voluntary or Physical Disability Demotion.



- (1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.
  - (2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.
  - (3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.
  - (4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.
- C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.
- D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.
- E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

## **ARTICLE 15**

### **HOURS OF WORK AND OVERTIME**

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off or five (5) eight (8) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. The same officer will not be held over for two consecutive scheduled days in a row. In addition, when a vacancy is created by the absence of a sergeant and/or anytime a vacancy is scheduled on a shift where there is no Sergeant present, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 5 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date.

Supervisory Employees may only exchange with supervisory Employees and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers “frozen over” (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half ( $1\frac{1}{2}$ ) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and  $8\frac{1}{2}$  hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily “frozen over” for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee’s election, either at the rate of one and one-half ( $1\frac{1}{2}$ ) the Employee’s regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act (“FLSA”) shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the

FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.

**ARTICLE 16**  
**CLOTHING AND EQUIPMENT ALLOWANCE**

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars (\$1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.



16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred (\$200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

## **ARTICLE 17 HOLIDAYS**

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

17.2 For purposes of holiday pay, all Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on any holiday in Section 1 above, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. When an employee works overtime on any designated holiday above, they will receive additional holiday time to be used at a later date, not to exceed eight and one half (8.5) hours. The additional hours of holiday time will only be earned when the employee works a minimum of four (4) hours of overtime on any designated holiday in Section 1 above and will be earned on a one for one basis to correlate with the actual hours of overtime worked. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Employees may end the year (each calendar year) with a maximum of sixty-eight (68) hours on the books. Of those 68 hours, an employee may cash out a maximum of 42.5 hours. The remaining

hours above 42.5, up to 68, will roll over to the following year. Any hours above 68, will be lost. Employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

## ARTICLE 18 VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

| Years of Service | Annual Accrual |
|------------------|----------------|
| 0 to 4           | 85             |
| 5                | 127.5          |
| 10               | 170            |
| 15               | 190            |
| 20               | 212.5          |

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police. Vacation requests shall be approved by the Chief or his designee.

a. Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be

used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours.

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement, death or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 100 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.8 Prior Service. In accordance with the provisions of Ohio Rev. Code § 9.44, a person employed, other than as an elected officer, by the state or any political subdivision of the state,

earning vacation credits currently, is entitled to have the employee's prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of the employee's vacation leave. An Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.9 Personal Days. Employees shall be entitled to two (2) paid personal days (up to 17 hours) per year. Personal leave shall be approved by the Chief of Police or his designee. The granting of personal leave requests shall be subject to the scheduling needs of the department. Employees may carry over up to 17 hours of personal leave from one year to the next. Personal leave shall be charged in the minimum amount of two (2) hours. There shall be no pay out of personal leave at the time of separation of employment.



## **ARTICLE 19 SICK LEAVE**

19.1 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

- a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;
- b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;
- c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on or after an Employee's sixth (6<sup>th</sup>) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

- a. Engaging in other employment;
- b. Engaging in physical exercise or recreation;
- c. Present in a tavern or other place inconsistent with a claim of illness or injury;
- d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9<sup>th</sup>) occurrence and subsequent occurrences at 80% of the Employee's regular rates of

pay. (Example: An Employee misses two (2) days and this is the ninth (9<sup>th</sup>) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9<sup>th</sup>) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee

was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- a. One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.
- b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.
- c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.
- d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

## **ARTICLE 20 INJURY LEAVE**

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the

Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of

his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.



**ARTICLE 21**  
**BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE**

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the “immediate family” is defined as mother, father, mother-in-law, father-in-law child (including step-child), spouse (including domestic partner), grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee’s parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouses grandparents, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee’s household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

## **ARTICLE 22 INSURANCE**

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance - General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative “buy-up” plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City’s base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of \$25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of \$2,500 for a single plan and \$3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee’s spouse is not eligible for insurance coverage from the spouse’s employer, subject to the following:

a. In order for a working spouse to be ineligible for the City of Monroe’s health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe’s plan.

b. An adult child shall be eligible for the City of Monroe’s health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended.

c. This Working Spouse Carve Out Policy only applies to spouses who are actively at work at an employer group. It does not apply to self-employed spouse who have an individual

medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

## **ARTICLE 23 SAFETY AND HEALTH**

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.



**ARTICLE 24**  
**RESIDENCY**

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

**ARTICLE 25**  
**DRUG FREE WORKPLACE**

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

**ARTICLE 26**  
**MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS**

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

## **ARTICLE 27 OUTSIDE EMPLOYMENT**

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

## **ARTICLE 28 SENIORITY**

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

- a. terminates voluntarily;
- b. is discharged for cause;
- c. exceeds an official leave of absence;
- d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);
- e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent written notice to him to return by letter with

a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

### **ARTICLE 30 DURATION OF AGREEMENT**

This Agreement shall be effective as of midnight on the 1st day of June 1, 2026, and shall remain in full force and effect until midnight on the 31st day of May 31, 2029.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.



**FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

---

Austin Whitt, President

---

Eddie Myers, Vice President

---

Joseph Hegedus, OPBA Attorney

**FOR THE CITY:**

---

Larry Lester, City Manager

---

Robert Buchanan, Chief of Police

---

Kacey Waggaman, Assistant City Manager

---

Jacob Burton, Finance Director

---

Sarah Hunold, Human Resources Manager

---

Jack Hemenway, FBT Gibbons LLP

Approved as to form:

---

Jack Hemenway, Law Director

## APPENDIX A

Uniform items to be issued as per Article 16:

- 1 Jacket, waterproof
- 1 rain coat
- 5 winter shirts
- 5 summer shirts
- 5 trousers
- 2 caps, dress and knit "Police"
- 2 ties
- 3 police badges, 2 large shield for coat, 1 small for wallet
- 1 cap badge
- 3 pair of collar brass, two small and one large for coat
- 2 name plates
- 1 duty belt
- 1 trouser belt
- 1 duty holster
- 1 double magazine pouch
- 1 chemical agent (i.e., mace)
- 1 mace pouch
- 1 asp
- 1 asp holder
- 2 handcuff cases – or – 1 double cuff case
- 2 sets of handcuffs
- 1 portable radio
- 1 radio holder
- 1 duty weapon with three magazines
- 4 belt keepers
- 1 pair waterproof boots
- 1 pair of shoes – or – additional pair of boots
- 1 metal clip board
- 1 metal citation clip board
- 1 bullet proof vest and carrier
- 1 biohazard glove case
- 1 TAZER with 2 cartridges
- 1 TAZER holster
- 1 duty bag
- 1 flashlight

Items that can optionally be purchased using clothing allowance:

Whistle  
Whistle chain  
Bullet proof vest  
Additional vest carrier  
Heavy duty boot socks  
Leather patrol duty gloves

Extra handcuffs  
Off duty holster  
Ventilated t-shirts  
Binoculars  
Tie tacks  
Recording device  
Duty bag  
Class "A" Uniform  
Stinger stream light  
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.

## APPENDIX B

| SERGEANTS*   |              |              |
|--------------|--------------|--------------|
| June 1, 2026 | June 1, 2027 | June 1, 2028 |
| \$108,910.72 | \$           | \$           |

\* Sergeant Differential = 15.5%

**RESOLUTION NO. 34-2026**

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$41,330.27 TO MAJORS ENTERPRISES, INC. FOR EMERGENCY WATER MAIN REPAIR SERVICES.

WHEREAS, emergency water main repair services were necessary to address unforeseen failures in the water system along Wyndcrest Ct. and Austin Smith Blvd.; and

WHEREAS, due to the emergency circumstances requiring immediate action, the services were authorized before a purchase order could be opened.

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

SECTION 1: A Then-and-Now Certificate in the amount of \$41,330.27 to Majors Enterprises, Inc. for emergency water main repair services is hereby approved.

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

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

| FORCE ACCOUNT MARK-UP SUMMARY RECORD                                                                                               |             |     |                              |  |  |                |  |  |                                            | Page      of |            |               |              |
|------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|------------------------------|--|--|----------------|--|--|--------------------------------------------|--------------|------------|---------------|--------------|
| 1. APPLICANT<br>Majors Enterprises Inc.                                                                                            |             |     | 2. CUSTOMER/ OWNER<br>Monroe |  |  | 3. PROJECT NO. |  |  | 4. FORCE ACCOUNT ID<br>MON-2601            |              |            |               |              |
| 5. LOCATION/SITE<br>Wyndcrest                                                                                                      |             |     |                              |  |  | 6. CATEGORY    |  |  | 7. PERIOD COVERING<br>05/06/26 to 05/07/26 |              |            |               |              |
| 8. DESCRIPTION OF WORK PERFORMED<br>Broken Water Main Repair                                                                       |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    | DATE/S USED |     |                              |  |  |                |  |  | COSTS                                      |              |            |               |              |
|                                                                                                                                    |             | 5/6 | 5/7                          |  |  |                |  |  | TOTAL Cost                                 | MARK-UP      | Owned/Rent | TOTAL MARK-UP | TOTAL COSTS  |
| LAB,EQUIP, MAT SUMMARY                                                                                                             |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
| Labor                                                                                                                              |             | *   | *                            |  |  |                |  |  | \$17,623.84                                | 15%          |            | \$ 2,643.57   | \$ 20,267.41 |
| Equipment                                                                                                                          |             | *   | *                            |  |  |                |  |  | \$10,845.63                                | 15%          |            | \$1,626.84    | \$ 12,472.47 |
| Materials                                                                                                                          |             | *   | *                            |  |  |                |  |  | \$7,469.90                                 | 15%          |            | \$1,120.49    | \$8,590.39   |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
| Total                                                                                                                              |             |     |                              |  |  |                |  |  |                                            |              |            | \$            | 41,330.27    |
|                                                                                                                                    |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
| I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT. |             |     |                              |  |  |                |  |  |                                            |              |            |               |              |
| CERTIFIED                                                                                                                          |             |     |                              |  |  | TITLE          |  |  |                                            |              | DATE       |               |              |

## **RESOLUTION NO. 35-2026**

A RESOLUTION OF THE COUNCIL OF THE CITY OF MONROE, OHIO, ESTABLISHING THE CITY'S COMMITMENT TO ELIMINATING ROADWAY FATALITIES AND SERIOUS INJURIES BY THE YEAR 2045, AND AUTHORIZING THE DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN CONSISTENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM.

WHEREAS, the City of Monroe is a municipal corporation organized under the laws of the State of Ohio and exercises the powers of local self-government granted by Article XVIII, Section 3 of the Ohio Constitution and the City's Charter; and

WHEREAS, traffic crashes resulting in death or serious injury are preventable and impose substantial human, social, and economic costs upon the residents, businesses, and visitors of the City of Monroe; and

WHEREAS, the Safe Streets and Roads for All (SS4A) discretionary grant program established by Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) requires, as a foundational component of any Comprehensive Safety Action Plan, an official public commitment by the governing body to the eventual goal of zero roadway fatalities and serious injuries, including a goal and timeline; and

WHEREAS, the City of Monroe has received SS4A grant funding to develop a Comprehensive Safety Action Plan, and this Resolution is adopted to satisfy the Leadership Commitment and Goal Setting component of that Plan.

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

SECTION 1: The City of Monroe hereby commits to the goal of eliminating all fatalities and serious injuries on its transportation network by the year 2045.

SECTION 2: The City endorses the Safe System Approach as the guiding framework for transportation safety planning, design, operation, and maintenance.

SECTION 3: The Director of Public Works is hereby authorized and directed to develop a Comprehensive Safety Action Plan meeting the requirements of the SS4A Notice of Funding Opportunity and consistent with the goal stated in Section 1.

SECTION 4: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in open meetings of this Council in compliance with Ohio Revised Code § 121.22.

SECTION 5: 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

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director, City of Monroe



**RESOLUTION NO. 36-2026**

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE CONSTRUCTION OF THE OHIO DEPARTMENT OF TRANSPORTATION PEDESTRIAN CROSSING PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND MAJORS ENTERPRISES, INC.

WHEREAS, the City of Monroe obtained bids for the construction of sidewalks and Americans with Disabilities Act (ADA) curb ramps as part of the Pedestrian Systematic Safety Grant from the Ohio Department of Transportation; and

WHEREAS, based on the bids received, Majors Enterprises, Inc. has been determined to have submitted the lowest and/or best bid for the project; and

WHEREAS, to comply with the City of Monroe's engineering standards, there is an additional cost of upgrading to reinforced concrete storm pipe, which will be the sole financial responsibility of the City of Monroe and not covered by grant funding.

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

SECTION 1: The bid submitted by Majors Enterprises, Inc. in the amount of \$547,623.74 is hereby accepted as the lowest and/or best bid for the construction of the Ohio Department of Transportation pedestrian crossing project.

SECTION 2: The City Manager is hereby authorized to enter into a contract for said project by and between the City of Monroe and Majors Enterprises, Inc. for the construction of the project, with a total project authorization not to exceed \$625,266.11, which includes a 10% owner's contingency. Of this amount, the City of Monroe's local funding match, including contingency and any costs ineligible for grant reimbursement, shall not exceed \$132,404.79.

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. 37-2026**

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

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

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

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

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

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

PASSED: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

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

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

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

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

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

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

CITY OF MONROE, OHIO

CITY MANAGER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Larry Lester

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Law Director