CITY OF MONROE OHIO

Monroe Council Agenda
Regular Meeting of Council
July 14, 2026 – 6:30 PM
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of June 23, 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. 2026-17. An Ordinance authorizing the issuance of not to exceed $5,000,000 of various purpose general obligation bond anticipation notes, 2026 renewal, by the City of Monroe, Ohio, in anticipation of the issuance of bonds, and declaring an emergency.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

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

A BAN is a one-year financing that is required to be renewed annually if not converted into a long-term debt issuance. A BAN issuance requires interest to be paid annually, but does not require a principal payment until converted to a long-term issuance. The interest payment that will be made associated with the 2025 BAN issuance is $199,444.44. A $5 million BAN was requested last year as site work was anticipated to begin in the first half of 2026 in addition to the $3.2 million BAN for the purchase of the acreage for this property and additional acreage still owned by the city.

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

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

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

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

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

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2026 BAN amount of $18,675,000. City Council passed Resolution 61-2025 on October 28, 2025 authorizing the City Manager to enter into a design-build contract with HGC Construction and Emersion Design in an amount not to exceed $18,669,358.10.

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

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

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

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

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

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

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

New Business

Emergency Ordinance No. 2026-20. An Ordinance accepting the Grant & Loan Agreement between the Ohio Public Works Commission and the City of Monroe for the Garver Road improvements, and declaring an emergency.

Sponsor: Zach McNutt

Strategic Priority: Well Managed Services and Infrastructure

Background:

This Ohio Public Works Commission grant application was submitted in 2025 and awarded in 2026. The grant will cover $1,024,213 of the Garver Road improvement cost, with the remaining balance financed through an OPWC loan of up to $800,000 at 0% interest over a 30-year term. We do not anticipate needing the full $800,000 to complete the project. At the full $800,000, the loan would carry an annual payment of roughly $27,000, well within reason given the water main's useful life of up to 100 years. The 30-year loan term is well within the asset's expected useful life, meaning the City will have fully repaid the loan long before the infrastructure needs replacement.

Approval as an emergency measure is respectfully requested so that project funding can be secured without delay. The project must be completed by the end of 2026 to comply with the terms of the OPWC grant. Requiring a second reading would delay issuance of the Notice to Proceed by approximately 60 days, pushing construction further into the winter months and jeopardizing timely completion of the asphalt work due to air temperature restrictions.

What Is OPWC? The Ohio Public Works Commission (OPWC) is a state agency that funds local infrastructure projects — roads, water, wastewater, and stormwater — through state-issued bonds. It provides grants (no repayment) and low/no-interest loans, awarded through District Public Works Integrating Committees.

Item	Amount	Source
Total Bid (incl. contingency)	$1,718,116.40	—
OPWC Grant	$1,024,213	State — no repayment
OPWC Loan	$800,000	0% interest, 30-yr term loan

Resolution No. 42-2026. A Resolution accepting the lowest and/or best bid submitted for water main replacement, asphalt resurfacing, and stormwater drainage improvements along Garver Road and authorize the City Manager to enter into a contract by and between the City of Monroe and JTM Smith Construction, Inc.

Sponsor: Zach McNutt

Strategic Priority: Well Managed Services and Infrastructure

Background: This project encompasses water main replacement, roadway resurfacing, and stormwater drainage improvements along Garver Road.Approximately 3,300 feet of 8-inch cast iron water main, installed in 1959, will be replaced with 12-inch Class 53 ductile iron pipe. Replacing this nearly 70-year-old water main is a critical upgrade to ensure reliable water service, particularly for customers east of I-75 — this section of the system supplies water to a 12-inch water main east of the interstate.

Because work will take place in the roadway and ditch line along Garver Road, the disturbed roadway area will be fully repaved once water line installation is complete. This includes a full-width, 3-inch mill and resurface of Garver Road from Deneen Avenue to 201 Garver Road (Joe Morgan Honda), stopping short of the Garver Rd/New Garver Rd intersection. A new ditch line will be established along the west side of the road, along with culvert replacements, new concrete headwalls, and drainage modifications at several locations. Tied concrete block matting will be installed in select areas to control erosion and improve both roadway longevity and safety for vehicular traffic.

Sealed bids were opened on June 26, 2026. Four bids were received, with JTM Smith Construction as the apparent low bidder. The total bid amount, including contingency, is $1,718,116.40. Of this total, approximately $1,024,213 is being funded through an Ohio Public Works Commission grant, with the remaining $693,903.40 financed through an OPWC loan at 0% interest over 30 years.

Resolution No. 43-2026. A Resolution authorizing amendments to the professional services agreement with Fishbeck for water main improvements.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: On May 12, 2026, the City entered into a Professional Services Agreement with Fishbeck to provide design and construction phase engineering services for water main improvements along Yankee Road, Wicklow Lane, and Todhunter Road. During design development, it was discovered that an existing fiber-optic line is installed in proximity to the originally planned water main alignment. Relocation of the fiber line by the utility owner would introduce a delay that the project schedule cannot absorb. To avoid this conflict and maintain the project timeline, the water main alignment was shifted, changing the location of key project features and requiring additional design services beyond the original scope.

In conjunction with this realignment, staff have directed that the affected sections of Todhunter Road be repaved and widened to include paved shoulders following installation of the water main, improving driver safety along the corridor. The additional scope includes updates to Maintenance of Traffic and General Notes, development of a typical pavement section, roadway plan and profile drawings, cross-section and roadside design, construction quantities and cost estimating, plan reviews, and additional construction administration and observation.

Amendment No. 1 increases Fishbeck's fee by a not-to-exceed amount of $29,800. All other terms and conditions of the existing Agreement remain unchanged. Staff recommends approval.

Public Hearing: Resolution 44-2026. A Resolution adopting the Tax Budget for the City of Monroe, Ohio, for the 2027 fiscal year.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: A Tax Budget must be adopted annually by City Council by July 15th and submitted to the County Auditors by July 20th as required by Ohio Revised Code, Chapter 5705. The Tax Budget has two primary purposes: estimate the city's anticipated revenue, which establishes the "certificate of estimated resources" for the upcoming budget year, and to demonstrate the need for property taxes and local government funds. The City's total current property tax millage is 9.32: 2.32 inside millage funds general city operations, and 7.0 outside (voted) millage (4.5 mills for Fire operations and 2.5 mills for Police Operations).

The Tax Budget process has the following steps and deadlines:
July 15 - Public Hearing and City Council approves Tax Budget
July 20 - County Budget Commission receives and reviews Tax Budget
August (estimated) - County Budget Commission gives amounts and rates of property tax to City
October 1 - City Council approves and sends back "Resolution Accepting the Amounts and Rates for Property Tax"

The Tax Budget provides a detailed breakdown of the 3 major operating funds: General Fund, Fire & EMS Levy Fund, and Police Law Enforcement Fund. A summary of total estimated revenues and expenditures are provided for all other funds: Special Revenue Funds, Debt Service Funds, Capital Project Funds, Special Assessment Funds, Enterprise (Proprietary) Funds, Trust and Agency (Fiduciary) Funds.

The Tax Budget may be adjusted prior to the start of the next fiscal year or throughout the fiscal year. Expenditures listed in the Tax Budget are estimates and do not reflect the expenditure amounts that will ultimately be budgeted in fiscal year 2027 as this is the first step in the 2027 budget process.

CITY OF MONROE OHIO

Administrative Reports

Monroe Police Department Axon Agreement for 2027 through 2036

Executive Session

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

Adjournment

CITY OF MONROE OHIO

Monroe Council Minutes
Regular Meeting of Council
June 23, 2026 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

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

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of June 9, 2026 work session and June 9, 2026 regular meeting; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Visitors

Resident Kelly Clark stated that she previously served on Council and expressed her respect for the work of Council, noting that she understands the challenges of the role. She thanked City staff for improving the accessibility of meeting recordings, agendas, and minutes and said she looked forward to future information technology improvements to meeting spaces. Mrs. Clark stated that she observed a concerning pattern during Council's June 9, 2026 work session. She said the discussion was not balanced because, in her view, several Councilmembers came with preconceived opinions. Mrs. Clark commended City staff for their work and stated that staff's years of experience contribute to making Monroe a great community. She said Council was not following the recommendations of staff, the consultant, and the school board regarding the City's development guardrails, which they indicated would support growth without overwhelming infrastructure or schools. Mrs. Clark referenced the guardrails analogy discussed during the work session and stated that, in her opinion, some Councilmembers were attempting to create barriers that would prevent change. She further stated that communities that are not accessible or do not experience growth will decline. Mrs. Clark encouraged Council to consider the needs of young professionals and stated that effective leaders listen to qualified professionals. She urged Council to give appropriate consideration to the recommendations of City staff and to renew the City Manager's contract.

Mr. Alfred Rizkallah, owner of Cascade Carwash, thanked Council for reviewing the materials he provided before the meeting. He stated that Cascade Carwash has been part of the Monroe business community since 2020. Mr. Rizkallah said Monroe's current high-volume commercial water rate has become a significant concern for businesses. He explained that the City charges $12.28 per 1,000 gallons for commercial water usage exceeding 20,000 gallons and stated that this is the highest high-volume commercial water rate among comparable communities. Mr. Rizkallah stated that Cascade Carwash used approximately 3.2 million gallons of water in 2025 and is projected to use nearly 4 million gallons in 2026. He explained that, in many utility systems, water rates decrease as usage increases, however, in

Monroe, customers exceeding 20,000 gallons move into the highest rate tier, resulting in a higher cost per 1,000 gallons than smaller-volume users. Mr. Rizkallah requested that Council direct staff to develop and present a high-volume commercial water rate option for Council's consideration.

Mrs. McElfresh asked City Manager, Larry Leser, who sets the water rate for City of Monroe. Mr. Lester replied that Council sets the commercial and residential water rates, which is driven by the wholesale agreement with Butler County water as well as any administrative and operational costs for the City. Mrs. McElfresh asked if it would be fair to say that Monroe's water rate is Butler County's water rate plus the administrative fee. Mr. Lester answered that this is correct.

Mr. Matt Boone, Scannell Properties, presented to Council regarding the Community Reinvestment Area (CRA) agreement for Project Clear. Mr. Boone explained that the project is approximately 400,000 square feet of new, cold storage food service distribution facility with a target of construction to begin in Q3 of this year and completion in Q1 of 2028. He said that this included a construction investment of $124 million and an equipment investment of $16 million, as well as proposed roadway infrastructure improvements to Mason Road and Butler Warren Road, extension of Gateway Boulevard, and roundabout configuration to enhance safety. Mr. Boone stated that there is an incentive request through the CRA and contributions, including $2 million from Scannell toward these improvements and 5.7 acres of right-of-way dedicated from the land owner, are contingent on CRA approval.

Meegan Spicer, Managing Director of Site Selection and Incentives Advisory for Kroll, explained that the company has existing operations in the City of Monroe and the surrounding area, but that its current facilities have no capacity for expansion. She stated that the company is seeking to more than double its space and operational capacity through a long-term, 25-year lease. Mrs. Spicer noted that the company owns its existing facility, allowing that building to be repositioned for future use, creating an opportunity to attract additional business investment to the City. Mrs. Spicer explained that a Community Reinvestment Area (CRA) is an economic development tool intended to encourage new construction and investment within designated areas. She stated that the proposed project is expected to retain and/or create 220 jobs, generate an annual payroll of approximately $16 million, and produce an indirect economic impact of an estimated 45 to 70 additional jobs. Over the 15-year term of the CRA, she estimated the project would generate approximately $285 million in payroll and $6 million in local income tax revenue for the City. Mrs. Spicer also discussed the anticipated construction impact, stating that the project is expected to support a peak on-site workforce of approximately 400 to 475 workers during construction and increase property tax revenue upon completion. She concluded that the project presents an opportunity for the City to strengthen its financial position by diversifying and increasing income tax and property tax revenues while generating significant economic benefits for the community.

Mr. Boone stated that, following approximately two years of planning, Council's vote represented the final approval necessary to move the project forward. He outlined several milestones that had already been completed, all of which were contingent upon approval of the CRA. These included execution of a Memorandum of Understanding for right-of-way with Corridor 75 Park, CRA Letter of Intent, completion of roadway design and engineering, establishment of a new Tax Increment Financing (TIF) district approved by both the City and the school district, approval of a school compensation agreement by both entities, and adoption of a development agreement with the intent to approve the CRA incentive.

Lenny Robinson, real estate broker and landowner of Corridor 75 Park, provided Council with background information on the property and development. He referenced the figure of $17.80 and asked Council to remember that amount as he continued his remarks. Mr. Robinson thanked those who had worked with the City throughout the project. He stated that Project Clear would represent the largest capital investment in the City's history and described the proposed 390,000-square-foot facility on 79 acres as an efficient use of the property. He noted that he regularly watches Council meetings and has heard discussions regarding projects and community improvements that are desired but limited by available funding. Mr. Robinson stated that as communities grow and operating expenses increase, revenues must also increase, and he believes Project Clear would provide additional revenue beginning immediately. He described the project as a collaborative effort between Corridor 75 Park, Scannell, and the City of Monroe and stated that, because all parties have invested in the project, it made sense to move forward with the development. He further stated that the project is consistent with the industrial development goals identified in the Advance Monroe 2040 Comprehensive Plan and demonstrates Monroe's attractiveness as a location for investment and development. Returning to the $17.80 figure, Mr. Robinson explained that it represents the amount of annual revenue the City currently receives from the property due to its Current Agricultural Use Value (CAUV) designation. He asked Council to consider whether approving the project represented a sound business decision for the City.

Joshua Smith, representing the Butler County Finance Authority, explained that his role involves economic development, public finance, real estate, and placemaking. He stated that the Finance Authority would support whatever decision Council made. Mr. Smith advised that the Finance Authority's next meeting agenda included consideration of bond financing for the road infrastructure associated with the project and stated that, should Council approve the CRA tax abatement, the Authority was prepared to proceed with financing at its meeting the following day.

Committee Reports

None.

Executive Session

Mrs. McElfresh moved to enter into executive session 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. Hickman. Roll call vote: seven ayes. Motion carried.

Council entered into executive session at 7:07 p.m.

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

Council reconvened into regular session at 7:46 p.m.

Post-Executive Session

Mrs. McElfresh moved to amend the agenda to reconsider Emergency Ordinance No. 2026-15; seconded by Mr. Graves. Voice vote: seven ayes. Motion carried.

Mrs. McElfresh moved to suspend the rule requiring ordinances to take effect thirty days after passage and authorize Emergency Ordinance No. 2026-15 to take effect immediately upon its adoption on the second reading; seconded by Mr. Hagedorn. Voice vote: seven ayes. Motion carried.

Mr. Hickman moved to adopt Emergency Ordinance No. 2026-15; seconded by Ms. Cloyd. Roll call vote: six ayes, Mr. Brown abstained. Motion carried.

Old Business

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

The Clerk of Council read Ordinance No. 2026-16 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2026-16; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

New Business

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

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

Ms. Cloyd stated that she had hoped for more time between the prior vote and the reconsideration. She explained that, following her no vote at the previous meeting, she met privately with Mr. Lester and had a productive discussion regarding specific deliverables. She said she would have preferred the opportunity to see those items implemented and evaluate the results before moving forward with a decision.

Mr. Hickman moved to enter into executive session to consider employment of a public employee with Council members only; seconded by Mr. Brown. Roll call vote: seven ayes. Motion carried.

Council entered into executive session at 7:52 p.m.

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

Council reconvened into regular session at 8:24 p.m.

Mr. Brown moved to adopt Resolution No. 37-2026; seconded by Mr. Hickman. Roll call vote: seven ayes. Motion carried.

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

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

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

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

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

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

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

The Clerk of Council read Resolution No. 38-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 38-2026; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

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

The Clerk of Council read Resolution No. 39-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 39-2026; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

Resolution No. 40-2026. A Resolution authorizing the City Manager to enter into an extended and amended lease agreement by and between the City of Monroe and the Monroe Lending Library for space located at 6 East Avenue.

The Clerk of Council read Resolution No. 40-2026 by title only.

Mr. Hickman asked to clarify that the Monroe Lending Library is requesting an agreement of $1/year again for 5 years, and stated that this has been the arrangement for a long time. He asked if the City has considered increasing the amount. Mr. Lester replied that the City has not considered this, the agreement is a continuation of a previous 5-year lease. He said that in discussion, it is the City's understanding that this will be the last cycle.

Mrs. McElfresh moved to adopt Resolution No. 40-2026; seconded by Mr. Graves. Roll call vote: six ayes, one nay (Hickman). Motion carried.

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

The Clerk of Council read Resolution No. 41-2026 by title only.

Mrs. McElfresh moved to adopt Resolution No. 41-2026; seconded by Mr. Hickman. Roll call vote: seven ayes. Motion carried.

Other Business

Mr. Funk stated that Council had previously been briefed on the Monroe Local Schools' request for a waiver of the fees associated with its Board of Zoning Appeals application.

Mrs. McElfresh moved to waive the Board of Zoning Appeals application fees associated with the Monroe Local School District's application; seconded by Mr. Hagedorn.

Mr. Hickman stated that if Council chooses to waive the fees, it would need to apply the same approach to future requests. He expressed concern about the amount of the appeal fees and asked whether the rates charged to the school district were consistent with those charged to other applicants. Mrs. Jones, Development Director, explained that the fee schedule distinguishes between agricultural or residential uses, which are charged $300 per code request, and non-residential uses, which are charged $500 per code request. She noted that the school district's application includes eight variance requests. Mr. Hickman suggested that Council may wish to reconsider the fee amounts in the future and asked how frequently applicants request eight variances. Mrs. Jones responded that approximately 90 percent of applicants request one or two variances.

Mrs. McElfresh agreed that any fee waiver should be applied consistently to all applicants. Mr. Funk acknowledged that concern but stated that collaboration and partnerships between governmental entities are unique, which is why he was inclined to support waiving the fees for the school district. Mr. Hagedorn stated that the fees ultimately involve taxpayer dollars, whether through education funding or City revenues, and said waiving the fees would be an appropriate gesture given the required revisions to the school's plans. Mrs. McElfresh asked Mr. Lester whether City administration had met with school representatives following the Planning Commission meeting. Mr. Lester responded that he and Mrs. Jones held a follow-up meeting with the school district and reached agreement on a Memorandum of Understanding addressing future improvements at the school site, including sidewalks and landscaping. Mrs. McElfresh clarified that the school district would not need to seek a waiver for those future improvements. Mr. Lester confirmed that those projects would be completed at a later date. Mrs. McElfresh then asked how many of the eight variance requests were addressed by the Memorandum of Understanding. Mrs. Jones explained that the Memorandum of Understanding provides for delayed performance of certain improvements associated with variance requests that might not otherwise be approved by the Board of Zoning Appeals.

Roll call vote: five ayes, two nays (Hickman, McElfresh). Motion carried.

Administrative Reports

Mr. Hagedorn requested an update on the Community Park entrance and drainage project, noting that he had learned at a Park Board meeting that there may have been delays or issues. Mr. Morton reported that staff had received the engineer's updated cost estimate the previous afternoon. He explained that revisions to the original plan, including a new driveway along the gravel path and additional parking, resulted in a substantial increase in the project cost. The original Phase 1 estimate of approximately $193,000 has increased to approximately $854,000. Mr. Morton stated that the project is not fully funded in the 2026 budget. As the design is finalized, staff will return to Council with the project plans and funding options for consideration.

Mr. Hickman asked whether the public would be notified of the change in the July 4 fireworks launch location so residents could plan accordingly. Mr. Lester responded that staff would publish a social media post with details about the fireworks display. He added that staff confirmed with the fireworks vendor that the show would use 3- to 6-inch shells and that residents outside the park, particularly those behind The Mound, are not expected to have a clear view of the display. Mr. Hickman requested that staff monitor the situation, noting that if launching fireworks from The Mound is no longer safe, the launch location may need to be relocated to Bicentennial Park in the future.

Adjournment

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

The regular meeting of Council adjourned at 8:45 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

CERTIFICATE OF MEMBERSHIP

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

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

____
City Manager

TRANSCRIPT CERTIFICATE

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

____
Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF
<u>BONDS AND BOND ANTICIPATION NOTES</u>

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

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

____
Finance Director

EMERGENCY ORDINANCE NO. 2026-17

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>SECTION 18</u>: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety, and welfare, and further for the reason that Council deems it in the best interest of the City to authorize the timely renewal of the City's outstanding bond anticipation notes prior to their maturity, thereby providing for the continued financing of the improvements and preserving the City's financial interests. 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: ___________________________

CERTIFICATE

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

____
Clerk of Council

CERTIFICATE

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

____
Clerk of Council

DATED: _____________, 2026

RECEIPT

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

____
Butler County Auditor

Dated: ____________________

CERTIFICATE

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

____
Clerk of Council

CERTIFICATE

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

____
Clerk of Council

Dated: _____________, 2026

RECEIPT

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

____
Warren County Auditor

Dated: ____________________

Schedule Of Events

City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026
($3.2M Land & $1.8M excavating & $13.675M new money)

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

Version: May 29, 2026

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

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

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

Holidays: June 19, July 3/4

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

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

Distribution List

City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026

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

Issuer

City of Monroe, Ohio
233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman	(513) 680-2292
Assistant City Manager	waggamank@monroeohio.org
Jake Burton	(513) 537-7374 x1008
Finance Director	burtonj@monroeohio.org

Municipal Advisors

Bradley Payne Advisors
11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart	(513) 509-0743
Partner	AB@BPayneAdvisors.com
Heather Arling	(513) 315-8388
Director	HA@BPayneAdvisors.com
Zach Logan	(513) 773-4469
Director	zl@bpayneadvisors.com

Bond Counsel

Dinsmore & Shohl
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer	(513) 639-9217
Partner	Brenda.wehmer@dinsmore.com
Nancy Porras	(513) 639 9242
	Nancy.porras@dinsmore.com

Underwriter

Key Banc Capital Markets, Inc.
88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett	(614) 460-3463
Managing Director	david.tiggett@key.com
Jessica Stoner	(216) 689-0643
Analyst	jessica.r.stoner@key.com
Catherine Thompkins	(216) 256-5795
Senior Counsel	Catherine_c_tompkins@keybank.c

Paying Agent

Argent Institutional Trust Company
4343 Easton Commons, Suite 120
Columbus, OH 43219

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

CERTIFICATE OF MEMBERSHIP

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

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

____
City Manager

TRANSCRIPT CERTIFICATE

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

____
Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF
BONDS AND BOND ANTICIPATION NOTES

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

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

____
Finance Director

EMERGENCY ORDINANCE NO. 2026-18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 18: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety, and welfare, and further for the reason that Council deems it in the best interest of the City to authorize the timely renewal of the City's outstanding bond anticipation notes prior to their maturity, thereby providing for the continued financing of the improvements and preserving the City's financial interests. 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: ____________________________

CERTIFICATE

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

____
Clerk of Council

CERTIFICATE

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

____
Clerk of Council

Dated: ________________, 2026

RECEIPT

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

____
Butler County Auditor

Dated: _____________________

CERTIFICATE

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

____
Clerk of Council

CERTIFICATE

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

____
Clerk of Council

Dated: _____________, 2026

RECEIPT

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

____
Warren County Auditor

Dated: _____________________

Schedule Of Events

City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026
($3.2M Land & $1.8M excavating & $13.675M new money)

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

Version: May 29, 2026

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

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

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

Holidays: June 19, July 3/4

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

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

Distribution List

City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026

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

Issuer

City of Monroe, Ohio
233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman	(513) 680-2292
Assistant City Manager	waggamank@monroeohio.org
Jake Burton	(513) 537-7374 x1008
Finance Director	burtonj@monroeohio.org

Municipal Advisors

Bradley Payne Advisors
11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart	(513) 509-0743
Partner	AB@BPayneAdvisors.com
Heather Arling	(513) 315-8388
Director	HA@BPayneAdvisors.com
Zach Logan	(513) 773-4469
Director	zl@bpayneadvisors.com

Bond Counsel

Dinsmore & Shohl
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer	(513) 639-9217
Partner	Brenda.wehmer@dinsmore.com
Nancy Porras	(513) 639 9242
	Nancy.porras@dinsmore.com

Underwriter

Key Banc Capital Markets, Inc.
88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett	(614) 460-3463
Managing Director	david.tiggett@key.com
Jessica Stoner	(216) 689-0643
Analyst	jessica.r.stoner@key.com
Catherine Thompkins	(216) 256-5795
Senior Counsel	Catherine_c_tompkins@keybank.c

Paying Agent

Argent Institutional Trust Company
4343 Easton Commons, Suite 120
Columbus, OH 43219

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

CERTIFICATE OF MEMBERSHIP

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

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

____
City Manager

TRANSCRIPT CERTIFICATE

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

____
Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF
<u>BONDS AND BOND ANTICIPATION NOTES</u>

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

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

____
Finance Director

EMERGENCY ORDINANCE NO. 2026-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 17: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety, and welfare, and further for the reason that Council deems it in the best interest of the City to authorize the timely renewal of the City's outstanding bond anticipation notes prior to their maturity, thereby providing for the continued financing of the improvements and preserving the City's financial interests. 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: ___________________________

CERTIFICATE

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

____
Clerk of Council

CERTIFICATE

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

____
Clerk of Council

Dated: _________________, 2026

RECEIPT

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

____
Butler County Auditor

Dated: _____________________

CERTIFICATE

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

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Clerk of Council

CERTIFICATE

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

____
Clerk of Council

Dated: _____________, 2026

RECEIPT

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Warren County Auditor

Dated: ______________________

Schedule Of Events

City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026
($3.2M Land & $1.8M excavating & $13.675M new money)

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

Version: May 29, 2026

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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

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

Holidays: June 19, July 3/4

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

Date	Description	Responsibility
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City of Monroe, Ohio
Public Works Bond Anticipation Notes, Series 2026

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

Issuer

City of Monroe, Ohio
233 S. Main Street
Monroe, Ohio 45050

Kacey Waggaman	(513) 680-2292
Assistant City Manager	waggamank@monroeohio.org
Jake Burton	(513) 537-7374 x1008
Finance Director	burtonj@monroeohio.org

Municipal Advisors

Bradley Payne Advisors
11260 Chester Road, Suite 880
Cincinnati, OH 45246

Andrew Brossart	(513) 509-0743
Partner	AB@BPayneAdvisors.com
Heather Arling	(513) 315-8388
Director	HA@BPayneAdvisors.com
Zach Logan	(513) 773-4469
Director	zl@bpayneadvisors.com

Bond Counsel

Dinsmore & Shohl
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202

Brenda Wehmer	(513) 639-9217
Partner	Brenda.wehmer@dinsmore.com
Nancy Porras	(513) 639 9242
	Nancy.porras@dinsmore.com

Underwriter

Key Banc Capital Markets, Inc.
88 East Broad Street, 7th Floor
Columbus, Ohio 43215

David Tiggett	(614) 460-3463
Managing Director	david.tiggett@key.com
Jessica Stoner	(216) 689-0643
Analyst	jessica.r.stoner@key.com
Catherine Thompkins	(216) 256-5795
Senior Counsel	Catherine_c_tompkins@keybank.c

Paying Agent

Argent Institutional Trust Company
4343 Easton Commons, Suite 120
Columbus, OH 43219

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

EMERGENCY ORDINANCE NO. 2026-20

AN ORDINANCE ACCEPTING THE GRANT AND LOAN AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION AND THE CITY OF MONROE FOR THE GARVER ROAD IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe submitted an application to the Ohio Public Works Commission in 2025 for financial assistance for the Garver Road improvement project, and in 2026 was awarded an Ohio Public Works Commission grant in the amount of $1,024,213 with the remaining project costs eligible to be financed through a 0% interest Ohio Public Works Commission loan of up to $800,000 with a 30-year repayment term; and

WHEREAS, Council finds that the proposed 30-year, 0% interest loan is an appropriate and fiscally responsible means of financing the remaining project costs, as the repayment term is substantially shorter than the anticipated useful life of the water main improvements.

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

<u>SECTION 1</u>: The Council of the City of Monroe hereby accepts the grant and loan agreement between the Ohio Public Works Commission and the City of Monroe for the Garver Road improvements. The terms and conditions of said agreement are set forth on Exhibit "A" attached hereto and made a part hereof.

<u>SECTION 2</u>: This measure is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health, safety, and welfare, and further for the reason that Council deems it necessary to authorize the acceptance of financial assistance from the Ohio Public Works Commission and the execution of the required grant and loan agreements in order to secure funding for the Garver Road Improvement Project and maintain the project schedule. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: ____________________________

ATTEST: APPROVED:

___________________________________ ____________________________________

Clerk of Council Mayor

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement ("Agreement") is entered into on July 1, 2026

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the "OPWC"), and

City of Monroe

("Recipient"), in respect of the Project named

North Garver Road Improvements

as described in Appendix A of this Agreement ("Project") to provide 87.3% of the total Project cost ("Participation Percentage"), not to exceed $1,824,213

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CJ21AD / CJ22AD

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. DEFINITIONS AND GENERAL PROVISIONS. The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

"Cost of Project" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

"District Committee" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.

"Effective Date" means the date set forth on Page One of this Agreement.

"Eligible Project Costs" means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

"Governing Body" means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means a county, municipal corporation, township, sanitary district or reginal water and sewer district of the State.

"Local Subdivision Contribution" means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

"Note" means the promissory note provided to the Chief Financial Officer of record.

"Participation Percentage" means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

"Private Person" means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

"Project" means the scope of work specified in Appendix A.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written notification to the Director.

"Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a governmental unit, as used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE - GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed One Million Twenty Four Thousand Two Hundred Thirteen Doll**($** 1,024,213 **)**. Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. FINANCIAL ASSISTANCE – LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Eight Hundred Thousand Dollars **(**$ 800,000), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;

2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and

3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

   1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.

   2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.

J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:

   1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.

   2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.

   3. The OPWC shall be released from all obligations to Recipient.

   4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.

L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal $5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.

M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

IV. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

V. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

VI. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.
Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;

2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;

3. A Disbursement Request Form properly certified by the Chief Executive Officer and the Chief Fiscal Officer; and

4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.

B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. The Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project – Qualified Service Contracts.

1. *General*. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts – Rev. Proc. 2017-13*. Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

(i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a "per-unit fee" means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions*. The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

IX. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

X. AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

XI. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

XII. THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other that the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

XIII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIV. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.

XVI. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XVII. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds

XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CJ21AD / CJ22AD is effective as of the date first written above.

RECIPIENT
City of Monroe

Larry Lester, City Manager

STATE OF OHIO
Ohio Public Works Commission

Abbey DeHart

Abbey DeHart, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

1) *Project Schedule.* Construction must begin within one year of July 1, 2026 . Construction is scheduled to begin July 1, 2026 with completion by November 30, 2026 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.

2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

Larry Lester, City Manager	to act as the Chief Executive Officer;
Jake Burton, Director of Finance	to act as the Chief Fiscal Officer; and
Constance Kepner, Civil Engineer	to act as the Project Manager.

3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project is located in the City of Monroe along North Garver Road, beginning just north of the limited access right-of-way of State Route 63 (Hamilton Lebanon Road) and proceeding north to just south of Deneen Avenue.

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Description:

The City of Monroe will resurface and improve North Garver Road while completing coordinated utility upgrades. The project includes replacing approximately 3,600 linear feet of existing 8-inch water main, dating back to 1959, with a new 12-inch ductile iron main, along with new fire hydrants and relocation of all water services. Stormwater improvements will also be made to stabilize the severely eroded ditch on the west side of the road.

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Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 12.7 **%** of the total Project Cost. The OPWC Participation Percentage shall be 87.3**%** not to exceed **$** 1,824,213 .

2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs		
a)	Engineering	112,200
b)	Construction Administration	147,630
c)	Right-of-Way	0
d)	Construction	1,664,000
e)	Permits, Advertising, Legal	0
f)	Construction Contingencies	166,400
Total Estimated Costs		2,090,230
Project Financial Resources		
a)	Local Resources	
	In-kind/Force Account	0
	Local Revenues	266,017
	Public Revenue – ODOT/FHWA	0
	Public Revenue – OEPA/OWDA	0
	Public Revenue – Other	0
	Total Local Resources	266,017
b)	OPWC Funds	
	Grant	1,024,213
	Loan	800,000
	Total OPWC Funds	1,824,213
Total Financial Resources		2,090,230

Ohio Public Works Commission

PROMISSORY NOTE

$ 800,000 City of Monroe

July 1, 2026 CJ22AD

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **$** 800,000 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 30 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Butler County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: ____

Jake Burton, Director of Finance

RESOLUTION NO. 42-2026

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR WATER MAIN REPLACEMENT, ASPHALT RESURFACING, AND STORMWATER DRAINAGE IMPROVEMENTS ALONG GARVER ROAD AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND JTM SMITH CONSTRUCTION, INC.

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the water main replacement, asphalt resurfacing, and stormwater drainage improvements along Garver Road.

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

SECTION 1: The bid submitted by JTM Smith Construction, Inc. is hereby declared to be the lowest and/or best bid for the water main replacement, asphalt resurfacing, and stormwater drainage improvements along Garver Road.

SECTION 2: Council hereby accepts the bid referenced herein and authorizes the City Manager to enter into a contract by and between the City of Monroe and JTM Smith Construction, Inc. pursuant to the terms and conditions contained in the bid documents.

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

PASSED: ______________________

ATTEST: APPROVED:

______________________ Clerk of Council

______________________ Mayor

RESOLUTION NO. 43-2026

A RESOLUTION AUTHORIZING AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT WITH FISHBECK FOR WATER MAIN IMPROVEMENTS.

WHEREAS, as authorized by Resolution No. 17-2026, the City of Monroe accepted a proposal from Fishbeck for design and construction phase engineering services for water main improvements along Yankee Road, Wicklow Lane, Todhunter Road, and Deneen Avenue; and

WHEREAS, additional engineering work is necessary as the result of an existing fiber-optic line, which requires additional design services and changing the location of key project features; and

WHEREAS, in order to complete these additional tasks, the fee agreement will be increased by an amount not to exceed $29,800.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to execute an amendment to the professional services agreement with Fishbeck by an amount not to exceed $29,800. The terms and conditions of said amendment are set forth on Exhibit "A" attached hereto and made a part hereof.

<u>SECTION 2</u>: The City Manager is authorized to take all further actions necessary to implement this amendment, including executing any required documents, and to appropriate and expend funds in accordance with this Resolution.

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

PASSED: ______________________

ATTEST: APPROVED:

______________________ ______________________

Clerk of Council Mayor

fishbeck
Engineers | Architects | Scientists | Constructors

10856 Reed Hartman Highway, Suite 175
Cincinnati, Ohio 45242

513.469.2370 | fishbeck.com

July 1, 2026
Project No. 2600771

Gary Morton
Public Works Director
City of Monroe
1000 Holman Avenue
Monroe, OH 45050

Request for Amendment No. 1
Yankee Road and Wicklow Lane Water Main Improvements

On May 12, 2026, the City accepted Fishbeck's proposal to provide design and construction phase services for water main improvements along Yankee Road, Wicklow Lane, and Todhunter Road. Since that time, the location of the project features has changed, resulting in the need for additional design services.

The City has requested that Todhunter Road be repaved and widened to include paved shoulders following installation of the water main, with the goal of enhancing driver safety. This effort will require updates to the Maintenance of Traffic Notes and General Notes, development of a typical pavement section, preparation of roadway plan and profile drawings, and cross section and roadside design. Repaving and road widening will be limited to the sections of Todhunter Road where the water main is being located. We also anticipate additional effort during the construction phase.

As a result of these additional services, Fishbeck is requesting our fee for the Yankee Road and Wicklow Lane Water Main Improvements be increased by a not-to-exceed amount of Twenty-Nine Thousand Eight Hundred Dollars ($29,800) as itemized in the table below.

Description	Fee
Maintenance of Traffic and General Notes Updates	$1,000
Road Widening Typical Pavement Sections	$1,200
Plan and Profile Drawings (6)	$10,600
Cross Section Design	$6,600
City and Utility Coordination	$1,100
Construction Quantities and Cost Estimate	$1,300
Plan Reviews and Modifications, Including One Meeting via Microsoft Teams	$2,700
Additional Construction Administration and Observation	$5,300
Total	**$29,800**

Authorization

Attached is an amendment to our existing May 12, 2026, Professional Services Agreement. If you concur with our proposed additional scope of services, please sign in the space provided and return the executed amendment to Kat Martin (kmartin@fishbeck.com). This project will be performed under the terms and conditions of our existing Agreement. Invoices will be submitted monthly, and payment is due upon receipt.

Closing

Fishbeck has enjoyed working on this important project, and we look forward to completing the design and providing construction phase engineering services to the City of Monroe. If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,

John F. Pease

John F. Pease, PE
Project Manager

By email
Copy Allen J. Aspacher, PE – Fishbeck
Robert Rusnak, PE – Fishbeck

10856 Reed Hartman Highway, Suite 175
Cincinnati, Ohio 45242

513.469.2370 | fishbeck.com

fishbeck
Engineers | Architects | Scientists | Constructors

Professional Services Agreement Amendment 1

Between Fishbeck and City of Monroe
Dated May 12, 2026
For Yankee Road and Wicklow Lane Water Main Improvements
Project No. 2600771

The Scope/Budget for this project is modified as follows:

Provide additional design services in accordance with Fishbeck *Request for Amendment No. 1* letter dated July 1, 2026. This scope of services will be provided for a not-to-exceed fee of Twenty-Nine Thousand Eight Hundred Dollars ($29,800) as itemized in the table below.

Description	Fee
Maintenance of Traffic and General Notes Updates	$1,000
Road Widening Typical Pavement Sections	$1,200
Plan and Profile Drawings (6)	$10,600
Cross Section Design	$6,600
City and Utility Coordination	$1,100
Construction Quantities and Cost Estimate	$1,300
Plan Reviews and Modifications, Including One Meeting via Microsoft Teams	$2,700
Additional Construction Administration and Observation	$5,300
Total	**$29,800**

All Terms and Conditions shall remain unchanged.

APPROVED FOR:		ACCEPTED FOR:	
City of Monroe		Fishbeck	
SIGNATURE:		SIGNATURE:	Allen J. Aspacher
NAME:		NAME:	Allen J. Aspacher, PE
TITLE:		TITLE:	Vice President
DATE:		DATE:	July 1, 2026

Z:\2026\2600771\WORK\CONTRACTS\AMENDMENTS\AMD1_MONROE_YANKEE AND WICKLOW_FEE INCREASE REQUEST_2026_0701.DOCX

RESOLUTION NO. 44-2026

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF MONROE, OHIO, FOR THE 2027 FISCAL YEAR.

WHEREAS, a public hearing has been held on the Tax Budget for the next succeeding fiscal year; and

WHEREAS, two copies of such Tax Budget have been on file in the office of the Director of Finance for public inspection; and

WHEREAS, Council desires to adopt such Tax Budget before July 15, 2026, pursuant to the Ohio Revised Code.

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

SECTION 1: The Tax Budget for the fiscal year of the City ending December 31, 2027, in the form marked Exhibit "A" attached hereto and made a part hereof is hereby adopted as the Tax Budget for the City for the next succeeding fiscal year.

SECTION 2: The Clerk of Council is hereby directed to file such Tax Budget and a certified copy of this Resolution with the County Auditors of Butler and Warren Counties on or before July 20, 2026.

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

Revised County Auditor's Form No. Aud 622
Prepare in triplicate
On or before July 20th two copies of this Budget must be submitted to County Auditor

Form Prescribed by the Auditor of State

City of **MONROE**

BUTLER & WARREN County, Ohio

(Date) ______________________

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:
The following Budget year beginning **January 1, 2027** has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed ______________________
Title **CLERK OF COUNCIL**

FUND NAME: GENERAL FUND (1110) **EXHIBIT I**
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

DESCRIPTION	Budget Year Actual 2024	Budget Year Actual 2025	Budget Year Estimated for 2026	Budget Year Estimated for 2027
REVENUES				
Local Taxes				
General Property Tax --- Real Estate	$ 1,143,424	$ 1,120,883	$ 1,139,000	$ 1,205,100
Municipal Income Tax	14,826,141	16,081,286	15,834,900	17,101,692
Hotel/Motel Tax	163,803	169,740	165,700	169,014
Admissions Tax	35,291	30,591	35,000	35,700
Total Local Taxes	$ 16,168,659	$ 17,402,500	$ 17,174,600	$ 18,511,506
State Shared Taxes				
Homestead/Rollback	104,497	105,314	102,000	104,527
Local Government	368,952	400,914	496,710	506,600
Cigarette Tax	442	405	550	561
Adult Use Cannabis	-	-	1,435,597	660,000
Liquor & Beer Permits	22,352	16,313	15,250	15,800
Total State Shared Taxes	$ 496,243	$ 522,946	$ 2,050,107	$ 1,287,488
Intergovernmental Revenues				
Racino JEDD - Unrestricted	161,008	170,171	171,310	194,700
Racino JEDD - Interchange	44,027	46,146	47,500	96,500
Federal Grants or Aid	-	-	.	.
State Grants or Aid	-	14,000	4,000	4,000
Total Intergovernmental Revenues	$ 205,035	$ 230,317	$ 222,810	$ 295,200
Charges for Services	$ 395,048	$ 448,672	$ 374,455	$ 381,600
Fines & Forfeitures	$ 154,142	$ 153,033	$ 158,800	$ 158,800
Fees, Licenses, & Permits				
Building Permits	319,759	487,235	438,600	447,372
Cable Franchise Fees	120,338	108,685	120,500	120,500
Other Fees, Licenses, & Permits	46,751	195,878	50,000	50,000
Total Fees, Licenses, & Permits	$ 486,848	$ 791,798	$ 609,100	$ 617,872
Special Assessments	$ -	$ -	$ -	$ -
Investment Earnings	$ 417,571	$ 550,472	$ 420,000	$ 420,000
Other Revenue	$ 80,566	$ 50,917	$ 29,000	$ 29,000
Other Financing Sources:				
Advances	-	-	-	-
Other Sources	3,205,686	3,245,060	3,205,000	3,205,000
Total Other Financing Sources	$ 3,205,686	$ 3,245,060	$ 3,205,000	$ 3,205,000
TOTAL REVENUE	**$ 21,609,798**	**$ 23,395,715**	**$ 24,243,872**	**$ 24,906,466**

DESCRIPTION	Budget Year Actual 2024	Budget Year Actual 2025	Budget Year Estimated for 2026	Budget Year Estimated for 2027
EXPENDITURES				
Security of Persons & Property				
Personal Services	$ 756,475	$ 826,905	$ 957,460	$ 971,480
Operating Expenditures	102,889	122,804	129,800	131,500
Other Financing Uses	6,450,000	8,500,000	8,675,000	9,075,000
Total Security of Persons & Property	$ 7,309,364	$ 9,449,709	$ 9,762,260	$ 10,177,980
Leisure Time Activities				
Personal Services	351,899	299,836	413,835	422,050
Operating Expenditures	227,090	207,021	297,000	301,300
Total Leisure Time Activities	$ 578,989	$ 506,857	$ 710,835	$ 723,350
Basic Utility Services				
Operating Expenditures	467,253	426,213	611,500	620,300
Other Financing Uses	765,000	800,000	825,000	1,455,000
Total Basic Utility Services	$ 1,232,253	$ 1,226,213	$ 1,436,500	$ 2,075,300
General Government				
Personal Services	3,650,361	4,110,639	4,280,310	4,509,420
Operating Expenditures	5,508,954	5,965,270	6,474,242	6,517,300
Other Financing Uses	1,168,986	1,244,198	1,251,000	1,251,000
Total General Government	$ 10,328,301	$ 11,320,107	$ 12,005,552	$ 12,277,720
Other Uses of Funds				
Transfers	1,320,000	650,000	2,460,597	1,285,000
Advances	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	$ 1,320,000	$ 650,000	$ 2,460,597	$ 1,285,000
TOTAL EXPENDITURES	**$ 20,768,907**	**$ 23,152,886**	**$ 26,375,744**	**$ 26,539,350**
Revenues Over (Under) Expenditures	$ 840,891	$ 242,829	$ (2,131,872)	$ (1,632,884)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance in Col. 2 and 3)	$ 7,651,107	$ 8,491,998	$ 8,734,827	$ 6,602,955
Ending Cash Balance	8,491,998	8,734,827	6,602,955	4,970,071
Estimated Encumbrances (outstanding at year end)	-	1,225,394	-	-
Estimated Ending Unencumbered Fund Balance	$ 8,491,998	$ 7,509,433	$ 6,602,955	$ 4,970,071

FUND NAME: FIRE & EMS LEVY FUND (2310) **EXHIBIT II**

FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund

Reproduce as needed

DESCRIPTION	Budget Year Actual 2024	Budget Year Actual 2025	Budget Year Estimated for 2026	Budget Year Estimated for 2027
REVENUE				
General Property Tax ----Real Estate	$ 1,363,836	$ 1,250,677	$ 1,274,700	$ 1,286,604
Homestead/Rollback	81,922	82,243	89,800	91,596
Other Intergovernmental Revenue	21,074	24,189	20,000	22,000
Charges for Services	680,581	874,080	705,000	717,000
Other Revenue	3,900	20,510	18,010	22,010
Other Financing Sources (Public Safety)	2,119,081	1,700,000	1,850,000	1,890,000
Other Financing Sources	3,475,000	4,350,000	4,452,500	4,752,500
TOTAL REVENUE	$ 7,745,394	$ 8,301,699	$ 8,410,010	$ 8,781,710
EXPENDITURES				
Security of Persons & Property				
Personal Services	6,738,298	7,140,321	7,494,880	7,915,000
Operating Expenditures	908,892	1,041,497	935,300	948,800
Capital Outlay				
Other (Unpaid Liabilities)				
Total Security of Persons & Property	$ 7,647,190	$ 8,181,818	$ 8,430,180	$ 8,863,800
TOTAL EXPENDITURES	$ 7,647,190	$ 8,181,818	$ 8,430,180	$ 8,863,800
Revenues Over (Under) Expenditures	$ 98,204	$ 119,881	$ (20,170)	$ (82,090)
Beginning Unencumbered Fund Balance				
(Use Actual Cash Balance in Col. 2 and 3)	$ 42,060	$ 140,264	$ 131,835	$ 111,665
Ending Cash Balance	140,264	260,145	111,665	29,575
Estimated Encumbrances (outstanding at year end)	-	128,310	-	-
Estimated Ending Unencumbered Fund Balance	$ 140,264	$ 131,835	$ 111,665	$ 29,575

FUND NAME: POLICE LAW ENFORCEMENT FUND (2410) **EXHIBIT II**
FUND TYPE/CLASSIFICATION: SPECIAL REVENUE - OPERATING LEVY

This Exhibit is to be used for any fund receiving property tax revenue, except the General Fund

Reproduce as needed

DESCRIPTION	Budget Year Actual 2024	Budget Year Actual 2025	Budget Year Estimated for 2026	Budget Year Estimated for 2027
REVENUE				
General Property Tax ----Real Estate	665,157	601,591	685,800	708,000
Homestead/Rollback	89,464	92,954	96,400	98,328
Other Intergovernmental Revenue	18,835	83,273	18,450	18,450
Charges for Services	195,497	196,291	279,500	285,100
Other Revenue	8,835	35,670	4,375	4,375
Other Financing Sources (Public Safety)	2,719,082	1,700,000	1,900,000	1,890,000
Other Financing Sources	2,975,000	4,150,000	4,225,000	4,325,000
TOTAL REVENUE	$ 6,671,870	$ 6,859,779	$ 7,209,525	$ 7,329,253
EXPENDITURES				
Security of Persons & Property				
Personal Services	5,575,398	6,038,668	6,113,875	6,363,605
Operating Expenditures	722,760	900,988	1,121,726	1,162,389
Other (Unpaid Liabilities)				
Total Security of Persons & Property	$ 6,298,158	$ 6,939,656	$ 7,235,601	$ 7,525,994
TOTAL EXPENDITURES	$ 6,298,158	$ 6,939,656	$ 7,235,601	$ 7,525,994
Revenues Over (Under) Expenditures	$ 373,712	$ (79,877)	$ (26,076)	$ (196,741)
Beginning Unencumbered Fund Balance (Use Actual Cash Balance)	$ 231,427	$ 605,139	$ 323,155	$ 297,079
Ending Cash Balance	605,139	525,262	297,079	100,338
Estimated Encumbrances (outstanding at year end)	-	202,107	-	-
Estimated Ending Unencumbered Fund Balance	$ 605,139	$ 323,155	$ 297,079	$ 100,338

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2027	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances: Personal Services	Budget Year Expenditures and Encumbrances: Other	Budget Year Expenditures and Encumbrances: Total	Estimated Unencumbered Balance 12/31/2027
SPECIAL REVENUE:							
2101 - Public Safety Income Tax	$ 417,862	$ 3,752,500	$ 4,170,362	$ -	$ 3,780,000	$ 3,780,000	$ 390,362
2210 - Street	623,906	2,912,700	3,536,606	2,141,805	1,029,600	3,171,405	365,201
2220 - State Highway	305,000	110,000	415,000		175,000	175,000	240,000
2230 - Motor Vehicle License	35,490	-	35,490		7,500	7,500	27,990
2330 - Public Safety FEMA Grant	2,618	4,000	6,618		4,000	4,000	2,618
2370 - OneOhio Opioid Settlement Fund	197,600	66,000	263,600		45,000	45,000	218,600
2420 - DARE Grant	11,720	3,500	15,220	-	6,500	6,500	8,720
2430 - Enforcement & Education	3,500	1,450	4,950		3,000	3,000	1,950
2440 - Federal Asset Forfeiture	13,735	-	13,735		-	-	13,735
2450 - Ohio Peace Officer Training	196,000	50,000	246,000		45,000	45,000	201,000
2510 - Court Technology Improvement	13,000	15,000	28,000		15,000	15,000	13,000
2620 - 2004 TIFs	4,383,045	3,928,000	8,311,045		3,166,000	3,166,000	5,145,045
2720 - 2004 RIDs	4,461,000	6,271,000	10,732,000		5,433,000	5,433,000	5,299,000
TOTAL SPECIAL REVENUE FUNDS	$ 2,247,317	$ 17,114,150	$ 27,778,626	$ 2,141,805	$ 13,709,600	$ 15,851,405	$ 11,927,221
DEBT SERVICE FUNDS:							
4110 - G.O. Bond Retirement	45,000	919,000	964,000		940,657	940,657	23,343
4210 - Water Bond Retirement	83,388	425,000	508,388		426,384	426,384	82,004
4310 - S.A. Bond Retirement	25,000	517,665	542,665		517,665	517,665	25,000
4410 - Income Tax Bond Retirement	62,655	613,300	675,955		613,263	613,263	62,692
4610 - Corridor 75 Park LTD TIF	127,146	2,055	129,201		2,055	2,055	127,146
TOTAL DEBT SERVICE FUNDS	$ 1,037,079	$ 2,477,020	$ 2,820,209	$ -	$ 2,500,024	$ 2,500,024	$ 320,185
CAPITAL PROJECT FUNDS:							
3101 - Capital Income Tax	685,700	1,614,500	2,300,200		1,726,662	1,726,662	573,538
3110 - Park Improvement	668,366	332,000	1,000,366		300,000	300,000	700,366
3120 - Capital Improvement	1,263,074	6,501,407	7,764,481		6,589,077	6,589,077	1,175,404
3620 - CPO TIF - Capital	24,880	-	24,880		-	-	24,880
TOTAL CAPITAL PROJECTS	$ 114,165	$ 8,447,907	$ 11,089,927	$ -	$ 8,615,739	$ 8,615,739	$ 2,474,188
SPECIAL ASSESSMENT FUNDS:							
5110 - S.A. Street Lighting	9,677	4,500	14,177		4,000	4,000	10,177
TOTAL SPECIAL ASSESSMENTS	$ 9,677	$ 4,500	$ 14,177	$ -	$ 4,000	$ 4,000	$ 10,177
PROPRIETARY: **ENTERPRISE FUNDS**							
6110 - Water	1,721,024	4,958,663	6,679,687	1,354,050	4,061,213	5,415,263	1,264,424
6120 - Water Capital Improvements	560,129	932,000	1,492,129		926,200	926,200	565,929
6125 - Water Meter & Read System Repl	636,891	272,021	908,912		400,030	400,030	508,882
6210 - Sewer	28,933	1,461,125	1,490,058	119,450	1,348,644	1,468,094	21,964
6310 - Storm Water	807,165	862,500	1,669,665	262,800	946,800	1,209,600	460,065
6410 - Garbage	501,068	1,326,100	1,827,168	135,600	1,212,000	1,347,600	479,568
6510 - Cemetery	55,660	134,500	190,160	40,000	96,600	136,600	53,560
6610 - Streetlight	19,192	160,000	179,192		160,050	160,050	19,142
TOTAL ENTERPRISE FUNDS	$ 876,139	$ 10,106,909	$ 14,436,971	$ 1,911,900	$ 9,151,537	$ 11,063,437	$ 3,373,534
FIDUCIARY: **TRUST AND AGENCY FUNDS**							
7100 - Cemetery Maintenance Trust	52,714	8,000	60,714		15,000	15,000	45,714
7110 - Mound Cemetery Trust	47,892	3,800	51,692		10,000	10,000	41,692
7120 - Long Street Trust	10,994	950	11,944		260	260	11,684
7310 - Fire Historic Preservation	1,471	-	1,471		-	-	1,471
7320 - Fire Loss Security	21,371	-	21,371		-	-	21,371
7410 - Drug Law Enforcement Trust	8,885	8,000	16,885		10,000	10,000	6,885
TOTAL TRUST AND AGENCY FUNDS	$ 128,759	$ 20,750	$ 164,077	$ -	$ 35,260	$ 35,260	$ 128,817

MONROE POLICE DEPARTMENT
601 South Main Street • P.O. Box 330 • Monroe, Ohio 45050-0330

To: Larry Lester, City Manager
From: Chief Robert Buchanan
Date: 07/08/2026

Subject: Administrative Report Concerning Axon Agreement for 2027 through 2036.

The purpose of this report is to provide background information on an upcoming request for an agreement to be entered into between the City of Monroe and the Axon corporation for the continuation of services and equipment that includes Taser weapons systems, body worn cameras, fleet in-car cameras, storage for data associated with these products, and warranty and replacement agreements.

The department has carried Tasers since approximately 2005. Over the course of time since, we have upgraded to different models of the Taser as they became available and added body worn and in-car camera systems. Monroe Police Department was the first department in Butler County to equip body worn cameras for every officer, and we are very satisfied with the equipment that we utilize from Axon. In addition, we also utilize a data storage system from Axon called Evidence.com. This system is central to our records retention system for all our audio-visual data. This system is also vital to the fulfillment of public records requests, as well as providing videos to the court systems for prosecution and trial purposes.

Another product from Axon that we have benefited from is called the Taser Assurance Program (TAP). The TAP program is a multi-year agreement that provided warranty and replacement services, as well as the upgrade to new equipment as they developed. Over the last decade we have received the latest version of Tasers and most recently, new body worn cameras. We have traditionally utilized five-year agreements with Axon that locked the pricing into a yearly payment. We currently have five different contracts with Axon for specific types of equipment, storage and services. The last of these contracts is set to expire in 2026.

The department worked with the company to consolidate each of these contracts into a single pricing package that covered all the systems and especially provided for upgraded equipment and storage options to offset the rising costs that we see across all forms of technology. Axon has provided us with a ten-year agreement that includes an upgrade to the newest Taser format, unlimited data storage, TAP programs for Tasers and cameras, and all the support software associated with these products. With the TAP program we anticipate two to three upgrades of products across the ten-year life of the agreement.

The initial cost in 2027 is $100,000 and then the annual price locks in at $137,898.42 annually for each year until 2036. The quote from Axon is included with this report. The department anticipates including this request in the July 28th, 2026 agenda for City Council's consideration.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-847039-46211CS

Issued: 07/08/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 10/01/2026

Account Number: 118579
Payment Terms: N30
Mode of Delivery: AUTO-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Monroe Police Dept. - OH 233 S Main St Monroe, OH 45050-1330 USA	Monroe Police Dept. - OH 233 S Main St Monroe OH 45050-1330 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Josh Robertson Phone: 5135399234 Email: robertsonj@monroeohio.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$1,341,185.85
ESTIMATED TOTAL W/ TAX	$1,341,185.85

Discount Summary

Average Savings Per Year	$61,382.58
TOTAL SAVINGS	$613,825.78

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	$100.00	$0.00	$100.00
Feb 2027	$100,000.00	$0.00	$100,000.00
Feb 2028	$137,898.49	$0.00	$137,898.49
Feb 2029	$137,898.42	$0.00	$137,898.42
Feb 2030	$137,898.42	$0.00	$137,898.42
Feb 2031	$137,898.42	$0.00	$137,898.42
Feb 2032	$137,898.42	$0.00	$137,898.42
Feb 2033	$137,898.42	$0.00	$137,898.42
Feb 2034	$137,898.42	$0.00	$137,898.42
Feb 2035	$137,898.42	$0.00	$137,898.42
Feb 2036	$137,898.42	$0.00	$137,898.42
Total	**$1,341,185.85**	**$0.00**	**$1,341,185.85**

Quote Unbundled Price:	**$1,955,029.26**
Quote List Price:	**$1,610,046.06**
Quote Subtotal:	**$1,341,185.85**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	1		$1.00	($4,775.65)	($4,775.65)	$0.00	($4,775.65)
100552	TRANSFER BALANCE - GOODS	1	1		$1.00	$26,924.04	$26,924.04	$0.00	$26,924.04
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	120	$84.42	$39.98	$39.98	$28,785.60	$0.00	$28,785.60
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	120	$54.09	$37.46	$37.46	$143,846.40	$0.00	$143,846.40
C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	120	$132.58	$104.05	$104.05	$437,010.00	$0.00	$437,010.00
Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	120	$201.93	$198.58	$198.58	$23,829.60	$0.00	$23,829.60
Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	120	$158.60	$139.27	$139.27	$233,973.60	$0.00	$233,973.60
B00076	OUTPOST TAP PLAN	2	120	$355.66	$264.97	$0.00	$0.00	$0.00	$0.00
A00039	PREMIUM PATROL PLAN	1	120	$1,238.87	$616.71	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	1		$2,695.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	6			$1,638.90	$0.00	$0.00	$0.00	$0.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32			$1,049.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	120		$12.12	$12.12	$46,540.80	$0.00	$46,540.80
102011	AXON AI ASSISTANT	32	120		$36.35	$18.18	$69,792.00	$0.00	$69,792.00
102610	AXON COMMUNITY LINK	36	120		$18.17	$18.17	$78,494.40	$0.00	$78,494.40
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	120		$36.35	$36.35	$139,584.00	$0.00	$139,584.00
BasicLicense	Basic License Bundle	36	120		$18.17	$18.01	$77,803.20	$0.00	$77,803.20
ProLicense	Pro License Bundle	5	120		$54.52	$54.03	$32,418.00	$0.00	$32,418.00
A la Carte Services									
102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	1		$1,500.00	$0.00	$0.00	$0.00	$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	1		$2,900.00	$2,900.00	$2,900.00	$0.00	$2,900.00
102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	1		$3,500.00	$3,500.00	$3,500.00	$0.00	$3,500.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	31		$0.00	$0.00	$0.00	$0.00	$0.00
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	31		$1.29	$1.29	$559.86	$0.00	$559.86
Total							**$1,341,185.85**	**$0.00**	**$1,341,185.85**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	32	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	36	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	36	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	36	1	09/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	6	1	09/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	09/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	09/01/2026
Fleet 3 Basic + TAP 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	1	1	09/01/2026
Fleet 3 Basic + TAP 10 Year	103346	AXON FLEET - ERICSSON R980-5GD-A+5YR NETCLOUD	1	1	09/01/2026
Fleet 3 Basic + TAP 10 Year	70112	AXON SIGNAL - VEHICLE	1	1	09/01/2026
Fleet 3 Basic + TAP 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	09/01/2026
OUTPOST TAP PLAN	102032	AXON OUTPOST - CAMERA	2	1	09/01/2026
OUTPOST TAP PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	2	1	09/01/2026
OUTPOST TAP PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	2	1	09/01/2026
OUTPOST TAP PLAN	102552	AXON OUTPOST - POLE - STANDARD	2	1	09/01/2026
OUTPOST TAP PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	2	1	09/01/2026
OUTPOST TAP PLAN	103151	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	2	1	09/01/2026
PREMIUM PATROL PLAN	100882	AXON SKY-HERO SIGYN GROUND ROBOT STARTER KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100883	AXON SKY-HERO NARFI POLE CAMERA STARTER KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100884	AXON SKY-HERO GROUND CONTROL SYSTEM STARTER KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100887	AXON SKY-HERO LED PAYLOAD	1	1	09/01/2026
PREMIUM PATROL PLAN	100889	AXON SKY-HERO SIGYN SPARE PARTS KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100890	AXON SKY-HERO FIRMWARE UPDATE KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100901	AXON SKY-HERO P7 SIGYN LEG SHROUD	1	1	09/01/2026
PREMIUM PATROL PLAN	100902	AXON SKY-HERO P7 GCS HOLDER	1	1	09/01/2026
PREMIUM PATROL PLAN	100905	AXON SKY-HERO P7 SIGYN POUCH	1	1	09/01/2026
PREMIUM PATROL PLAN	100907	AXON SKY-HERO P7 TACTICAL BAG KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100909	AXON SKY-HERO TACTICAL SCREEN STARTER KIT	1	1	09/01/2026
PREMIUM PATROL PLAN	100910	AXON SKY-HERO SIGYN PAYLOAD ATTACHMENT SYSTEM	1	1	09/01/2026
PREMIUM PATROL PLAN	101268	AXON SKY-HERO SIGYN REPLACEMENT FRONT WHITE LED	1	1	09/01/2026
PREMIUM PATROL PLAN	101270	AXON SKY-HERO P7 NARFI POUCH	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	2	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	2	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	530	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	09/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	2	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	3	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	35	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	35	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	1	09/01/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	09/01/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	03/01/2029
Body Worn Camera TAP 10 Year Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	33	1	03/01/2029
PREMIUM PATROL PLAN	101892	AXON SKY-HERO TAP REFRESH GCS	1	1	03/01/2029
PREMIUM PATROL PLAN	101899	AXON SKY-HERO TAP REFRESH POLE	1	1	03/01/2029
PREMIUM PATROL PLAN	101903	AXON SKY-HERO TAP REFRESH UGV	1	1	03/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	2	1	03/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	03/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	09/01/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	09/01/2030
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	09/01/2031
Body Worn Camera TAP 10 Year Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	33	1	09/01/2031
Fleet 3 Basic + TAP 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	09/01/2031
Fleet 3 Basic + TAP Renewal 10yr	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	14	1	09/01/2031
OUTPOST TAP PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	2	1	09/01/2031
OUTPOST TAP PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	2	1	09/01/2031
PREMIUM PATROL PLAN	102499	AXON SKY-HERO - UGV - TAP REFRESH 2	1	1	09/01/2031
PREMIUM PATROL PLAN	102501	AXON SKY-HERO - POLE - TAP REFRESH 2	1	1	09/01/2031
PREMIUM PATROL PLAN	102504	AXON SKY-HERO - GCS - TAP REFRESH 2	1	1	09/01/2031
TASER 10 CERTIFICATION STANDARD PLAN	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	2	1	09/01/2031
TASER 10 CERTIFICATION STANDARD PLAN	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	35	1	09/01/2031
TASER 10 CERTIFICATION STANDARD PLAN	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	09/01/2031
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	6	1	03/01/2034
Body Worn Camera TAP 10 Year Bundle	73345	AXON BODY - TAP REFRESH 3 - CAMERA	33	1	03/01/2034
PREMIUM PATROL PLAN	102502	AXON SKY-HERO - UGV - TAP REFRESH 3	1	1	03/01/2034
PREMIUM PATROL PLAN	102503	AXON SKY-HERO - GCS - TAP REFRESH 3	1	1	03/01/2034
PREMIUM PATROL PLAN	102506	AXON SKY-HERO - POLE - TAP REFRESH 3	1	1	03/01/2034
TASER 10 CERTIFICATION STANDARD PLAN	101014	AXON VR - TAP REFRESH 3 - TASER CONTROLLER	2	1	03/01/2034
TASER 10 CERTIFICATION STANDARD PLAN	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	03/01/2034

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	6	1	09/01/2036
Body Worn Camera TAP 10 Year Bundle	73346	AXON BODY - TAP REFRESH 4 - CAMERA	33	1	09/01/2036
Fleet 3 Basic + TAP 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	1	1	09/01/2036
Fleet 3 Basic + TAP Renewal 10yr	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	14	1	09/01/2036
OUTPOST TAP PLAN	102145	AXON OUTPOST - TAP REFRESH TWO - CAMERA	2	1	09/01/2036
OUTPOST TAP PLAN	102813	AXON OUTPOST - TAP REFRESH TWO - BATTERY ENCLOSURE EXTENDED	2	1	09/01/2036

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	36	10/01/2026	09/30/2036
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	36	10/01/2026	09/30/2036
Fleet 3 Basic + TAP 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	10/01/2026	09/30/2036
Fleet 3 Basic + TAP 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	10/01/2026	09/30/2036
Fleet 3 Basic + TAP Renewal 10yr	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	14	10/01/2026	09/30/2036
Fleet 3 Basic + TAP Renewal 10yr	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	28	10/01/2026	09/30/2036
OUTPOST TAP PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	2	10/01/2026	09/30/2036
PREMIUM PATROL PLAN	102566	SKY HERO - EVIDENCE LICENSE - 1 DEVICE UNLIMITED STORAGE	3	10/01/2026	09/30/2036
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	10/01/2026	09/30/2036
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	10/01/2026	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	35	10/01/2026	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	35	10/01/2026	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2026	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	35	10/01/2026	09/30/2036
A la Carte	102011	AXON AI ASSISTANT	32	10/01/2026	09/30/2036
A la Carte	102610	AXON COMMUNITY LINK	36	10/01/2026	09/30/2036
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	10/01/2026	09/30/2036
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	10/01/2026	09/30/2036

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1
Fleet 3 Basic + TAP 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1
Fleet 3 Basic + TAP 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	1
Fleet 3 Basic + TAP Renewal 10yr	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	14
Fleet 3 Basic + TAP Renewal 10yr	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	14
OUTPOST TAP PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	2
OUTPOST TAP PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	2
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	35
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1
A la Carte	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
PREMIUM PATROL PLAN	101918	AXON SKY-HERO WARRANTY UGV	1		
PREMIUM PATROL PLAN	101919	AXON SKY-HERO WARRANTY POLE	1		

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
PREMIUM PATROL PLAN	101920	AXON SKY-HERO - WARRANTY GCS	1		
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	10/01/2026	04/30/2029
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	10/01/2026	04/30/2029
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	09/01/2027	09/30/2036
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	32	09/01/2027	09/30/2036
Body Worn Camera TAP 10 Year Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/01/2027	09/30/2036
Fleet 3 Basic + TAP 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	09/01/2027	09/30/2036
Fleet 3 Basic + TAP 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	09/01/2027	09/30/2036
Fleet 3 Basic + TAP Renewal 10yr	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	14	09/01/2027	09/30/2036
OUTPOST TAP PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	2	09/01/2027	09/30/2036
OUTPOST TAP PLAN	102137	AXON OUTPOST - MAINTENANCE	2	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	2	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	2	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	35	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/01/2027	09/30/2036
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2027	09/30/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	233 S Main St	Monroe	OH	45050-1330	USA
1	233 S Main St	Monroe	OH	45050-1330	USA

Payment Details

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1A	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.22	$0.00	$0.22
Annual Payment 1A	102011	AXON AI ASSISTANT	32	$5.29	$0.00	$5.29
Annual Payment 1A	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$0.27	$0.00	$0.27
Annual Payment 1A	102610	AXON COMMUNITY LINK	36	$5.95	$0.00	$5.95
Annual Payment 1A	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 1A	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 1A	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 1A	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$3.53	$0.00	$3.53
Annual Payment 1A	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$10.58	$0.00	$10.58
Annual Payment 1A	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$0.04	$0.00	$0.04
Annual Payment 1A	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 1A	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 1A	BasicLicense	Basic License Bundle	36	$5.90	$0.00	$5.90
Annual Payment 1A	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$2.18	$0.00	$2.18
Annual Payment 1A	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$10.91	$0.00	$10.91
Annual Payment 1A	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$33.12	$0.00	$33.12
Annual Payment 1A	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$1.81	$0.00	$1.81
Annual Payment 1A	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$17.74	$0.00	$17.74
Annual Payment 1A	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 1A	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 1A	ProLicense	Pro License Bundle	5	$2.46	$0.00	$2.46
Total				**$100.00**	**$0.00**	**$100.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$171.16	$0.00	$171.16
Annual Payment 1B	102011	AXON AI ASSISTANT	32	$4,119.23	$0.00	$4,119.23
Annual Payment 1B	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$206.58	$0.00	$206.58
Annual Payment 1B	102610	AXON COMMUNITY LINK	36	$4,632.86	$0.00	$4,632.86
Annual Payment 1B	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 1B	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 1B	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$2,746.91	$0.00	$2,746.91
Annual Payment 1B	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$8,238.46	$0.00	$8,238.46
Annual Payment 1B	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$33.04	$0.00	$33.04
Annual Payment 1B	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 1B	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 1B	BasicLicense	Basic License Bundle	36	$4,592.06	$0.00	$4,592.06
Annual Payment 1B	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$1,698.97	$0.00	$1,698.97
Annual Payment 1B	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$8,490.03	$0.00	$8,490.03
Annual Payment 1B	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$25,793.04	$0.00	$25,793.04
Annual Payment 1B	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$1,406.44	$0.00	$1,406.44
Annual Payment 1B	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$13,809.47	$0.00	$13,809.47
Annual Payment 1B	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 1B	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 1B	ProLicense	Pro License Bundle	5	$1,913.36	$0.00	$1,913.36
Transfer Balance	100552	TRANSFER BALANCE - GOODS	1	$26,924.04	$0.00	$26,924.04
Transfer Balance	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($4,775.65)	$0.00	($4,775.65)
Total				**$100,000.00**	**$0.00**	**$100,000.00**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 2	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 2	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 2	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 2	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.78	$0.00	$14,592.78
Annual Payment 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 2	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 2	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 2	BasicLicense	Basic License Bundle	36	$8,133.92	$0.00	$8,133.92
Annual Payment 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.38	$0.00	$3,009.38
Annual Payment 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.15	$0.00	$45,687.15
Annual Payment 2	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 2	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 2	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.49**	**$0.00**	**$137,898.49**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 3	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 3	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 3	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 3	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 3	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 3	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 3	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.11	$0.00	$45,687.11
Annual Payment 3	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 3	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 3	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 4	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 4	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 4	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 4	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 4	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 4	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 4	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.11	$0.00	$45,687.11
Annual Payment 4	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 4	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 4	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 5	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 5	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 5	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 5	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00

Feb 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 5	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 5	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 5	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.11	$0.00	$45,687.11
Annual Payment 5	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 5	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 5	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 6	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 6	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 6	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 6	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 6	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 6	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 6	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 6	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 6	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 6	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 6	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.11	$0.00	$45,687.11
Annual Payment 6	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 6	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 6	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 6	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 7	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 7	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 7	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 7	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 7	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 7	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60

Feb 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 7	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 7	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 7	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 7	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.38	$0.00	$15,038.38
Annual Payment 7	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.11	$0.00	$45,687.11
Annual Payment 7	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 7	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 7	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 7	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 8	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 8	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 8	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 8	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 8	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 8	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 8	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 8	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 8	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 8	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 8	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.37	$0.00	$15,038.37
Annual Payment 8	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.12	$0.00	$45,687.12
Annual Payment 8	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 8	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 8	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 8	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 9	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 9	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 9	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 9	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 9	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 9	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 9	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77

Feb 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 9	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 9	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 9	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.37	$0.00	$15,038.37
Annual Payment 9	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.12	$0.00	$45,687.12
Annual Payment 9	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 9	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 9	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 9	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Feb 2036

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$303.18	$0.00	$303.18
Annual Payment 10	102011	AXON AI ASSISTANT	32	$7,296.39	$0.00	$7,296.39
Annual Payment 10	102605	VR FACILITATOR & IMPL OR TASER SKILLS USE (1D) (INS SALES)	1	$365.91	$0.00	$365.91
Annual Payment 10	102610	AXON COMMUNITY LINK	36	$8,206.18	$0.00	$8,206.18
Annual Payment 10	102618	SKY-HERO INSTRUCTOR CERTIFICATION COURSE (2-DAY -5 STUDENTS)	1	$0.00	$0.00	$0.00
Annual Payment 10	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	$0.00	$0.00	$0.00
Annual Payment 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 10	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	32	$4,865.60	$0.00	$4,865.60
Annual Payment 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	32	$14,592.77	$0.00	$14,592.77
Annual Payment 10	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	$58.53	$0.00	$58.53
Annual Payment 10	A00039	PREMIUM PATROL PLAN	1	$0.00	$0.00	$0.00
Annual Payment 10	B00076	OUTPOST TAP PLAN	2	$0.00	$0.00	$0.00
Annual Payment 10	BasicLicense	Basic License Bundle	36	$8,133.91	$0.00	$8,133.91
Annual Payment 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	6	$3,009.37	$0.00	$3,009.37
Annual Payment 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	32	$15,038.37	$0.00	$15,038.37
Annual Payment 10	C00032	TASER 10 CERTIFICATION STANDARD PLAN	35	$45,687.12	$0.00	$45,687.12
Annual Payment 10	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	1	$2,491.25	$0.00	$2,491.25
Annual Payment 10	Fleet3B+TAPRenewal10Yr	Fleet 3 Basic + TAP Renewal 10yr	14	$24,460.71	$0.00	$24,460.71
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	6	$0.00	$0.00	$0.00
Annual Payment 10	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	32	$0.00	$0.00	$0.00
Annual Payment 10	ProLicense	Pro License Bundle	5	$3,389.13	$0.00	$3,389.13
Total				**$137,898.42**	**$0.00**	**$137,898.42**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of Ohio DAS MCSA0096 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-375154, Q-471913, Q-634206, Q-661169, Q-741065,

Agency is terminating those contracts effective 10/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $22,148.39

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/8/2026