Monroe Council Agenda
Regular Meeting
October 26, 2021 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of October 12, 2021.

Visitors

Committee Reports

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

Old Business

Resolution No. 51-2021. A Resolution adopting the Advance Monroe 2040 Comprehensive Plan. (Second Reading)

Ordinance No. 2021-51. An Ordinance accepting utility easements from Restaurant Management, Inc. and Rhonda G. Posey, Trustee of the Steven Posey Trust. (Second Reading)

Ordinance No. 2021-52. An Ordinance adopting the Water Rate Study dated September 14, 2021 and amending and supplementing the water rates as recommended in the Water Rate Study. (Second Reading)

New Business

Emergency Ordinance No. 2021-53. An Ordinance authorizing the City Manager to enter into a First Assigned, Amended and Restated Community Reinvestment Area Agreement by and between the City of Monroe, Prologis Logistics Services Incorporated, and Fred Meyer Stores, Inc., and declaring an emergency.

Consideration of Motion authorizing the expenditure of $19,257.00 for a Toro concrete buggy for the Department of Public Works.

Consideration of Motion authorizing the expenditure of $104,402.07 as contingency funds to Ford Development Corporation for the State Route 63 and Lawton Avenue Reconstruction Project.

Administrative Reports

Executive Session. Preparing for bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Adjournment

CITY OF MONROE OHIO

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New Business

Emergency Ordinance No. 2021-53. An Ordinance authorizing the City Manager to enter into a First Assigned, Amended and Restated Community Reinvestment Area Agreement by and between the City of Monroe, Prologis Logistics Services Incorporated, and Fred Meyer Stores, Inc., and declaring an emergency.

Background. This Amended Agreement allows for the existing CRA tax abatement on the Bed Bath & Beyond site to be transferred to Kroger. Kroger plans to invest in the building and use it as a distribution center to support the robotic warehouse on SR 63 and area stores.

CITY OF MONROE OHIO

Staff recommends approval of the Amended Agreement. This appears to be a strong, viable use for a vacant building, and Kroger establishing a campus in Monroe further cements their commitment to the area.

This Amended Agreement would allow the transfer of the existing 50%, 10 year CRA on the Bed Bath & Beyond site from Prologis to Kroger. The Amended Agreement has the same basic terms as the original agreement (50% for the remainder of the 10 years that was originally agreed to). Kroger has asked for consideration of the time it will take to invest in the building to make it food-ready, and the traditional ramp up time that we have for large projects.

Once fully operational, Kroger's payroll is anticipated to be similar to what was expected of Bed Bath & Beyond. However, in the event that the payroll falls short, Kroger will provide a "true up" payment so that the City has a predictable level of revenue from the building.

Consideration of Motion authorizing the expenditure of $19,257.00 for a Toro concrete buggy for the Department of Public Works.

Background. This is for the purchase of a Toro concrete buggy. This was a planned purchase in the 2021 budget, so the funds are available for the purchase. This machine is used to haul concrete from the concrete mixer to wherever you are placing the concrete. The cost of the machine is $19,257.00.

This machine will mostly be used in the Cemetery's when Public Works crews pour foundation headstones headstones. Currently we have to use wheelbarrows to move the concrete from the truck to where each foundation is. This is time consuming and also runs a high risk of back injury to the employees by having push these heavy loads of concrete each grave. With Mound Cemetery starting fill up around all of the roadways, we are now selling a lot of graves over the hillside. It is getting very difficult to haul the concrete over the hill. This machine will help with staffing issues as well as the safety issues.

Consideration of Motion authorizing the expenditure of $104,402.07 as contingency funds to Ford Development Corporation for the State Route 63 and Lawton Avenue Reconstruction Project.

Background. This is to establish a purchase order for contingency items that may arise on the project. We are asking to appropriate 5% of the total contract amount. It is hopeful and unlikely that we will need all of this money on the project, but with purchase order in place, it will prevent us from having to bring multiple change orders back to council. Below is the breakdown of the contract amount and what the contingency amount will be.

Ford Development Contract amount = $2,088,041.41.

$2,088,041.41 x 5% = $104,402.07 Contingency

We are heading into a phase of the project where we could run into some issues with the water main and culvert replacements. If we do not have any issues, then this purchase order would be canceled.

6120.53717 Infrastructure – Water Lines has $635,593.93 Available

Administrative Reports

Executive Session. Preparing for bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Adjournment

CITY OF MONROE OHIO

Monroe Council Minutes
Regular Meeting
October 12, 2021 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Vice Mayor Funk called the regular meeting to order at 6:30 p.m. with the Pledge of Allegiance.

Roll Call

Council Members present: Tom Callahan, Keith Funk, Anna Hale, Todd Hickman, Christina McElfresh, and Ben Wagner.

Mrs. Hale moved to excuse Mayor Frentzel; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to accept the Council Minutes of September 28, 2021; Finance Committee Minutes of September 28, 2021; and Public Involvement Committee of September 29, 2021; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

Tom Ratterman, representing Cornerstone Monroe Farm, owners of 109 acres between the water tower and the industrial businesses on Lawton Avenue, requested that he retain the zoning that he has, which is mostly industrial with some commercial. The property fronts on State Route 63 and is between industrial and commercial properties. Mr. Ratterman submitted copies of letters from Worthington Steel, Chrome Deposit, and Mill Mechanical opposing any change in the zoning of the property to residential.

Lisa Frye recognized that is not a zoning hearing. Speaking on behalf of herself and many of her neighbors she has spoken to, they oppose anything other than the current zoning which is agricultural and rural residential. Mrs. Frye stated that Monroe has gone from farmland to heavy industrial and does not want that on every corner of their neighborhood.

In addition, Mrs. Frye expressed opposition to trucks on Todhunter.

Mr. Callahan felt that they should have kept the large businesses closer to I-75 and not mixed it up with residential.

Mr. Ratterman would like to work with the City and wants the best business they can get on their property.

Mrs. McElfresh sought confirmation from Mr. Chesar in that the adoption of the Comprehensive Plan is not changing any zoning. Mr. Chesar stated that Mrs. McElfresh is correct. This is not changing any zoning. The Plan is a policy document on how we want to grow over the next 20 years.

In response to Mr. Ratterman's question, Mr. Chesar advised that the Comprehensive Plan, if adopted, is how the Council would like to see the City grow. However, if you are looking at a zoning perspective that is a separate process. Mr. Ratterman felt that if this Plan is adopted he is under a timeline to get his property developed under the current zoning quickly before it is rezoned. Mr. Chesar explained that it takes approximately six months for the rezoning of property. Rezoning of property can be initiated by the property owner or the City.

Vice Mayor reiterated Mr. Chesar's explanation that this is the general direction that the City would like to move forward and rezoning is a separate process.

Mr. Hickman understood why Mr. Ratterman is concerned as the property owner or the City can initiate the rezoning process. In addition, the property owner could still not sell any of the property and it would never get developed.

Mrs. McElfresh understood that this Comprehensive Plan will be revisited every two or three years.

Committee Reports

None.

Old Business

Ordinance No. 2021-46. An Ordinance approving a final plat for Section 2, Block B, of the Trails of Todhunter Conservation Subdivision. (Second Reading)

Mrs. Hale moved to consider this the second reading of Ordinance No. 2021-46 and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2021-46 by title only.

Mrs. Hale moved to adopt Ordinance No. 2021-46; seconded by Mr. Callahan. Roll call vote: six ayes. Motion carried.

New Business

Resolution No. 51-2021. A Resolution adopting the Advance Monroe 2040 Comprehensive Plan.

Mr. Chesar reported that Planning Commission made a favorable recommendation to Council for adoption.

Mr. Callahan felt that this should be put off until the Mayor returns. Mr. Funk pointed out this is the first reading and the second reading could be tabled at the next meeting.

Mr. Callahan moved to table Resolution No. 51-2021; seconded by Mrs. Hale. Roll call vote: one aye; five nays (Funk, Hale, Hickman, McElfresh, and Wagner). Motion failed.

Mrs. Hale moved to consider this the first reading of Resolution No. 51-2021 and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 51-2021 by title only.

Mrs. Hale moved to approve the first reading of Resolution No. 51-2021; seconded by Mrs. McElfresh. Roll call vote: five ayes; one nay (Callahan). Motion carried.

Emergency Ordinance No. 2021-47. An Ordinance granting and designating real property owned by the City of Monroe as an easement for the Great Miami River Trail and declaring an emergency.

Mr. Chesar explained this relates to the $1.5 million grant funding for the Great Miami River Trail. This and the next couple of ordinances are required for the Trail.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Ordinance No. 2021-47 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2021-47 by title only.

Mrs. Hale moved to adopt Emergency Ordinance No. 2021-47; seconded by Mr. Hickman. Roll call vote: five ayes; one nay (Callahan). Motion carried.

Emergency Ordinance No. 2021-48. An Ordinance authorizing a long-term Land Use Permit from the Miami Conservancy District to be used for public purposes related to the Great Miami River Trail – Monroe Section, and declaring an emergency.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Ordinance No. 2021-48 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2021-48 by title only.

Mrs. Hale moved to adopt Emergency Ordinance No. 2021-48; seconded by Mr. Hickman. Roll call vote: five ayes; one nay (Callahan). Motion carried.

Emergency Ordinance No. 2021-49. An Ordinance accepting a donation of real property from the Board of Park Commissioners of MetroParks of Butler County, Ohio for easement purposes for the Great Miami River Trail, and declaring an emergency.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Ordinance No. 2021-49 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Hickman. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2021-49 by title only.

Mrs. Hale moved to adopt Emergency Ordinance No. 2021-49; seconded by Mrs. McElfresh. Roll call vote: five ayes; one nay (Callahan). Motion carried.

Emergency Ordinance No. 2021-50. An Ordinance accepting a donation of real property from Texas Eastern Transmission for easement purposes for the Great Miami River Trail and declaring an emergency.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Ordinance No. 2021-50 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Hickman. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2021-50 by title only.

Mrs. Hale moved to adopt Emergency Ordinance No. 2021-50; seconded by Mrs. McElfresh. Roll call vote: five ayes; one nay (Callahan). Motion carried.

Ordinance No. 2021-51. An Ordinance accepting utility easements from Restaurant Management, Inc. and Rhonda G. Posey, Trustee of the Steven Posey Trust.

Mr. Brock explained that as part of the development where Arby's is being built there is a private road that has a City-owned water line in it and we require an easement to maintain that line.

Mrs. Hale moved to consider this the first reading of Ordinance No. 2021-51 and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2021-51 by title only.

Mrs. Hale moved to approve the first reading of Ordinance No. 2021-51; seconded by Mrs. McElfresh. Roll call vote: six ayes. Motion carried.

Ordinance No. 2021-52. An Ordinance adopting the Water Rate Study dated September 14, 2021 and amending and supplementing the water rates as recommended in the Water Rate Study.

Mr. Brock reported that based on the recent Water Rate Study the recommendation is to adjust the rates over a period of four years.

Mr. Callahan stated that the increases are as minimal as possible. Mr. Brock advised that the report can be provided on the website between readings.

Mrs. Hale moved to consider this the first reading of Ordinance No. 2021-52 and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2021-52 by title only.

Mrs. Hale moved to approve the first reading of Ordinance No. 2021-52; seconded by Mr. Callahan. Roll call vote: four ayes; two nays (Hickman and McElfresh). Motion carried.

Consideration of Motion authorizing the expenditure of $25,391.50 to SiteWorx for the Todhunter Watermain Extension from the Trails of Todhunter subdivision to State Route 63.

Mr. Morton explained in the original layout of that subdivision it called for a tie-in to a watermain that the City has running along the school property from State Route 63 to Deneen Avenue. The location that the developer was given based off City maps had the watermain located not where we thought it was at that time. This is for us to complete the loop that we need to complete that system across the property that is owned by the Trails of Todhunter which we will have a permanent easement on. This is an important tie-in because it will help with water quality or if we have a watermain break on Todhunter Road we would have to shut down all 105 houses if we had to shut down the watermain on Todhunter Road. This is for us to run around 300 feet of watermain to the school.

Mrs. McElfresh asked if the developer is paying for their tie-in and this is over and above the cost of their tie-in. Mr. Brock explained that when we develop subdivisions we require that builder to build to the property line. We had a map that showed we had a watermain just off that property line and it wasn't there, it was further over. We have to make that connection from the end of that property line and it was easier to come down to the eastern property line to the school than it was to try and get an easement through Duke's property. This will allow us to make that connection to have that loop.

Mrs. McElfresh is looking at taxpayer dollars and Mr. Brock advised that we had bad information and the money is coming from the water rates.

Mrs. Hale moved to authorize the expenditure of $25,391.50 to SiteWorx for the Todhunter Watermain Extension from the Trails of Todhunter subdivision to State Route 63; seconded by Mr. Callahan. Voice vote. Motion carried.

Consideration of Motion accepting the June 2021 Finance Reports as submitted.

Mrs. Hale moved to accept the June 2021 Finance Reports as submitted; seconded by Mr. Wagner. Voice vote. Motion carried.

Mrs. McElfresh stated the study was completed for Todhunter Road and the study came back and supported that Todhunter Road would not support semi truck traffic. To alleviate any future confusion, Mrs. McElfresh introduced the following legislation.

Mrs. McElfresh moved to amend the agenda to include Emergency Resolution No 52-2021; seconded by Mr. Hickman. Voice vote. Motion carried.

Mr. Hickman asked if there is a difference between a no truck route and no trucks as the existing signs reflect. Law Director Callahan explained that under your ordinances the City Manager makes this designation. If Council disagrees with the City Manager's designation the Council can declare a no truck route. Mr. Brock confirmed that the signage that is up does not allow trucks and he has no intention of removing those signs. Law Director Callahan advised the proposed legislation doesn't change anything and isn't any different than what the signs currently up do. Mrs. McElfresh noted it does put it into the record. Mr. Brock understood this legislation takes this away from the City Manager in the future and solidifies it.

Emergency Resolution No. 52-2021. A Resolution designating Todhunter Road between State Route 4 and the intersection of Salzman Road/Yankee Road as a no truck route and declaring an emergency.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Resolution No. 52-2021 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mrs. McElfresh. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 52-2021 by title only.

Mrs. Hale moved to adopt Emergency Resolution No. 52-2021; seconded by Mr. Hickman. Roll call vote: six ayes. Motion carried.

Administrative Reports

Mr. Brock recognized Mr. Chesar for his over 15 years with the City of Monroe as he has well served, will be sorely missed and his position will be replaced, but he cannot be replaced.

Mrs. McElfresh thanked Mr. Chesar for his dedication to Monroe and he will be missed.

Executive Session. To discuss imminent court action and confidential information related to marketing plans, specific business strategy, production techniques, trade secrets, or personal finance statements of an application for economic development assistance.

Mrs. Hale moved to adjourn into executive session to discuss imminent court action and confidential information related to marketing plans, specific business strategy, production techniques, trade secrets, or personal finance statements of an application for economic development assistance; seconded by Mrs. McElfresh. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 7:48 p.m.

Mrs. Hale moved to reconvene into regular session; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Council reconvened into regular session at 8:19 p.m.

Mrs. Hale moved to amend the agenda to include the consideration of Emergency Resolution No. 53-2021; seconded by Mr. Callahan. Voice vote. Motion carried.

Emergency Resolution No. 53-2021. A Resolution of the intent to appropriate real estate to be used as permanent right-of-way for the widening of Lawton Avenue and declaring an emergency.

Mrs. Hale moved to suspend the rule requiring the reading of Emergency Resolution No. 53-2021 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Callahan. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 53-2021 by title only.

Mrs. Hale moved to adopt Emergency Resolution No. 53-2021; seconded by Mr. Callahan. Roll call vote: six ayes. Motion carried.

Adjournment

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

The regular meeting of Council adjourned at 8:22 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2021-52

AN ORDINANCE ADOPTING THE WATER RATE STUDY DATED SEPTEMBER 14, 2021 AND AMENDING AND SUPPLEMENTING THE WATER RATES AS RECOMMENDED IN THE WATER RATE STUDY.

WHEREAS, a Water Rate Study was performed by Baker Tilly Municipal Advisors, LLC; and

WHEREAS, the Finance Committee of Council recommended that Council adopt the recommendations contained in the Water Rate Study for water rates and charges; and

WHEREAS, Council desires to accept said recommendation and amend and supplement the water rates as set forth herein.

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

SECTION 1: Section 1040.10 of the Codified Ordinances is hereby amended and supplemented as follows:

"1040.10. Rates.

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

June 1, 2014

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

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

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

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

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be $7.31 per 1,000 gallons, or part thereof, effective January 1, 2022; $7.85 effective January 1, 2023; $8.39 effective January 1, 2024; and $8.94 effective January 1, 2025.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be $8.16 per 1,000 gallons, or part thereof, effective January 1, 2022; $8.48 effective January 1, 2023; $8.80 effective January 1, 2024; and $9.10 effective January 1, 2025.

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

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

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be $12.07 per 1,000 gallons, or part thereof, effective January 1, 2022; $12.96 effective January 1, 2023; $13.85 effective January 1, 2024; and $14.75 effective January 1, 2025.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be $13.47 per 1,000 gallons, or part thereof, effective January 1, 2022; $13.99 effective January 1, 2023; $14.51 effective January 1, 2024; and $15.02 effective January 1, 2025.

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

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

Effective Date	Meter size (inches)	Meter Replacement Fee
January 1, 2022	5/8 – 3/4	$3.15
January 1, 2023	5/8 – 3/4	$3.30
January 1, 2024	5/8 – 3/4	$3.50
January 1, 2025	5/8 – 3/4	$3.65
January 1, 2022	1	$7.90
January 1, 2023	1	$8.30
January 1, 2024	1	$8.70
January 1, 2025	1	$9.15
January 1, 2022	1 1/2	$15.75
January 1, 2023	1 1/2	$16.55
January 1, 2024	1 1/2	$17.40
January 1, 2025	1 1/2	$18.25
January 1, 2022	2	$25.20
January 1, 2023	2	$26.45
January 1, 2024	2	$27.80
January 1, 2025	2	$29.20
January 1, 2022	3	$47.25
January 1, 2023	3	$49.60
January 1, 2024	3	$52.10
January 1, 2025	3	$54.75
January 1, 2022	4	$78.75
January 1, 2023	4	$82.70
January 1, 2024	4	$86.85
January 1, 2025	4	$91.25
January 1, 2022	6	$157.50
January 1, 2023	6	$165.40
January 1, 2024	6	$173.70

January 1, 2025	6	$182.50
January 1, 2022	8	$252.00
January 1, 2023	8	$264.60
January 1, 2024	8	$277.85
January 1, 2025	8	$292.00
January 1, 2022	10	$362.25
January 1, 2023	10	$380.35
January 1, 2024	10	$399.40
January 1, 2025	10	$419.75

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

Meter size (inches)	Administration fee
¾	$ 5.00
1	26.25
1½	33.50
2	38.00
3	51.00
4	87.50
6	116.50
8	145.75
10	229.00

Thereafter, the monthly administration fee shall be as follows:

Effective Date	Meter size (inches)	Administration Fee
January 1, 2022	5/8 – 3/4	$4.80
January 1, 2023	5/8 – 3/4	$4.60
January 1, 2024	5/8 – 3/4	$4.40
January 1, 2025	5/8 – 3/4	$4.15
January 1, 2022	1	$21.50
January 1, 2023	1	$16.75
January 1, 2024	1	$12.00
January 1, 2025	1	$7.10
January 1, 2022	1 1/2	$28.15
January 1, 2023	1 1/2	$22.80
January 1, 2024	1 1/2	$17.45
January 1, 2025	1 1/2	$11.95
January 1, 2022	2	$32.95

January 1, 2023	2	$27.90
January 1, 2024	2	$22.85
January 1, 2025	2	$17.70
January 1, 2022	3	$46.10
January 1, 2023	3	$41.20
January 1, 2024	3	$36.30
January 1, 2025	3	$31.25
January 1, 2022	4	$78.30
January 1, 2023	4	$69.10
January 1, 2024	4	$59.90
January 1, 2025	4	$50.70
January 1, 2022	6	$112.20
January 1, 2023	6	$107.90
January 1, 2024	6	$103.90
January 1, 2025	6	$99.20
January 1, 2022	8	$148.65
January 1, 2023	8	$151.55
January 1, 2024	8	$154.45
January 1, 2025	8	$157.35
January 1, 2022	10	$228.10
January 1, 2023	10	$227.20
January 1, 2024	10	$226.30
January 1, 2025	10	$225.25

(f) A**n** ~~**monthly**~~ **annual** fire protection fee shall be charged based on the size of connection effective January 1, 202**3**~~2~~. The ~~**monthly**~~ **annual** fire protection fee for private hydrants shall be $389.59 effective January 1, 202**3**~~2~~. This fee applies to users with fire protection systems.

Size of Connection	Fire Protection Fee
1 inch	$3.50
2 inch	$21.67
3 inch	$62.93
4 inch	$134.12
6 inch	$389.59
8 inch	$830.24
10 inch	$1,493.03
12 inch	$2,411.64

"

SECTION 2: Section 1040.14 of the Codified Ordinances is hereby amended and supplemented to read as follows:

"1040.14. Tap-in fees for new residential and nonresidential developments.

(a) Effective April 1, 2012, ~~T~~the water system tap-in fee for each residential dwelling unit located within R-1, R-2, and R-3 zoning districts shall be~~:~~ $2,567.38.

~~Effective April 1, 2009~~

~~$2,200.00 per dwelling unit.~~

~~Effective April 1, 2010~~

~~$2,266.00 per dwelling unit.~~

~~Effective April 1, 2011~~

~~$2,333.98 per dwelling unit.~~

~~Effective April 1, 2012~~

~~$2,567.38 per dwelling unit.~~

(b) The water system tap-in fee for residential developments located within R-4 and R-5 zoning districts and for all non-residential developments is based upon the size of the water meter utilized for the facility, as follows:

Effective Date	Meter Size (Inches)	R-4-R-5 Fee Amount	Non-Residential Fee Amount
April 1, 2009	¾	$2,530.00	$3,300.00
April 1, 2010	¾	$2,605.90	$3,399.00
April 1, 2011	¾	$2,684.10	$3,500.97
April 1, 2012	¾	$2,952.48	$3,851.07
January 1, 2022	5/8 or 3/4	$2,952.48	$3,851.07
April 1, 2009	1	$3,080.00	$3,850.00
April 1, 2010	1	$3,172.40	$3,965.50
April 1, 2011	1	$3,267.57	$4,084.47
April 1, 2012	1	$3,594.33	$4,492.91
April 1, 2009	1½	$3,850.00	$5,500.00
April 1, 2010	1½	$3,965.50	$5,665.00
April 1, 2011	1½	$4,084.47	$5,834.95
April 1, 2012	1½	$4,492.91	$6,418.45
April 1, 2009	2	$6,600.00	$11,000.00
April 1, 2010	2	$6,798.00	$11,330.00
April 1, 2011	2	$7,001.94	$11,669.90
April 1, 2012	2	$7,702.13	$12,836.89
April 1, 2009	3	$14,300.00	$28,600.00
April 1, 2010	3	$14,729.00	$29,458.00
April 1, 2011	3	$15,170.87	$30,341.74
April 1, 2012	3	$16,687.96	$33,375.91
April 1, 2009	4	$22,000.00	$44,000.00
April 1, 2010	4	$22,660.00	$45,320.00
April 1, 2011	4	$23,339.80	$46,679.60
April 1, 2012	4	$25,673.78	$51,347.56
April 1, 2009	6	N/A	$110,000.00
April 1, 2010	6	N/A	$113,300.00

April 1, 2011	6	N/A	$116,699.00
April 1, 2012	6	N/A	$128,368.90
April 1, 2009	8	N/A	$165,000.00
April 1, 2010	8	N/A	$169,950.00
April 1, 2011	8	N/A	$175,048.50
April 1, 2012	8	N/A	$192,553.35

"

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

PASSED:____________________

ATTEST: APPROVED:

______________________________ ______________________________
Clerk of Council Mayor

First Reading:____________________

ORDINANCE NO. 2021-52

AN ORDINANCE ADOPTING THE WATER RATE STUDY DATED SEPTEMBER 14, 2021 AND AMENDING AND SUPPLEMENTING THE WATER RATES AS RECOMMENDED IN THE WATER RATE STUDY.

WHEREAS, a Water Rate Study was performed by Baker Tilly Municipal Advisors, LLC; and

WHEREAS, the Finance Committee of Council recommended that Council adopt the recommendations contained in the Water Rate Study for water rates and charges; and

WHEREAS, Council desires to accept said recommendation and amend and supplement the water rates as set forth herein.

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

SECTION 1: Section 1040.10 of the Codified Ordinances is hereby amended and supplemented as follows:

"1040.10. Rates.

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

June 1, 2014

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

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

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

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

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be $7.31 per 1,000 gallons, or part thereof, effective January 1, 2022; $7.85 effective January 1, 2023; $8.39 effective January 1, 2024; and $8.94 effective January 1, 2025.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be $8.16 per 1,000 gallons, or part thereof, effective January 1, 2022; $8.48 effective January 1, 2023; $8.80 effective January 1, 2024; and $9.10 effective January 1, 2025.

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

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

When the usage during a billing cycle reflects 20,000 gallons or less, the rate for the total usage shall be $12.07 per 1,000 gallons, or part thereof, effective January 1, 2022; $12.96 effective January 1, 2023; $13.85 effective January 1, 2024; and $14.75 effective January 1, 2025.

When the usage during a billing cycle reflects 20,000 gallons or more the rate for the total usage shall be $13.47 per 1,000 gallons, or part thereof, effective January 1, 2022; $13.99 effective January 1, 2023; $14.51 effective January 1, 2024; and $15.02 effective January 1, 2025.

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

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

Effective Date	Meter size (inches)	Meter Replacement Fee
January 1, 2022	5/8 – 3/4	$3.15
January 1, 2023	5/8 – 3/4	$3.30
January 1, 2024	5/8 – 3/4	$3.50
January 1, 2025	5/8 – 3/4	$3.65
January 1, 2022	1	$7.90
January 1, 2023	1	$8.30
January 1, 2024	1	$8.70
January 1, 2025	1	$9.15
January 1, 2022	1 1/2	$15.75
January 1, 2023	1 1/2	$16.55
January 1, 2024	1 1/2	$17.40
January 1, 2025	1 1/2	$18.25
January 1, 2022	2	$25.20
January 1, 2023	2	$26.45
January 1, 2024	2	$27.80
January 1, 2025	2	$29.20
January 1, 2022	3	$47.25
January 1, 2023	3	$49.60
January 1, 2024	3	$52.10
January 1, 2025	3	$54.75
January 1, 2022	4	$78.75
January 1, 2023	4	$82.70
January 1, 2024	4	$86.85
January 1, 2025	4	$91.25
January 1, 2022	6	$157.50
January 1, 2023	6	$165.40
January 1, 2024	6	$173.70

January 1, 2025	6	$182.50
January 1, 2022	8	$252.00
January 1, 2023	8	$264.60
January 1, 2024	8	$277.85
January 1, 2025	8	$292.00
January 1, 2022	10	$362.25
January 1, 2023	10	$380.35
January 1, 2024	10	$399.40
January 1, 2025	10	$419.75

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

Meter size (inches)	Administration fee
¾	$ 5.00
1	26.25
1½	33.50
2	38.00
3	51.00
4	87.50
6	116.50
8	145.75
10	229.00

Thereafter, the monthly administration fee shall be as follows:

Effective Date	Meter size (inches)	Administration Fee
January 1, 2022	5/8 – 3/4	$4.80
January 1, 2023	5/8 – 3/4	$4.60
January 1, 2024	5/8 – 3/4	$4.40
January 1, 2025	5/8 – 3/4	$4.15
January 1, 2022	1	$21.50
January 1, 2023	1	$16.75
January 1, 2024	1	$12.00
January 1, 2025	1	$7.10
January 1, 2022	1 1/2	$28.15
January 1, 2023	1 1/2	$22.80
January 1, 2024	1 1/2	$17.45
January 1, 2025	1 1/2	$11.95
January 1, 2022	2	$32.95

January 1, 2023	2	$27.90
January 1, 2024	2	$22.85
January 1, 2025	2	$17.70
January 1, 2022	3	$46.10
January 1, 2023	3	$41.20
January 1, 2024	3	$36.30
January 1, 2025	3	$31.25
January 1, 2022	4	$78.30
January 1, 2023	4	$69.10
January 1, 2024	4	$59.90
January 1, 2025	4	$50.70
January 1, 2022	6	$112.20
January 1, 2023	6	$107.90
January 1, 2024	6	$103.90
January 1, 2025	6	$99.20
January 1, 2022	8	$148.65
January 1, 2023	8	$151.55
January 1, 2024	8	$154.45
January 1, 2025	8	$157.35
January 1, 2022	10	$228.10
January 1, 2023	10	$227.20
January 1, 2024	10	$226.30
January 1, 2025	10	$225.25

(f) An annual fire protection fee shall be charged based on the size of connection effective January 1, 2023. The annual fire protection fee for private hydrants shall be $389.59 effective January 1, 2023. This fee applies to users with fire protection systems.

Size of Connection	Fire Protection Fee
1 inch	$3.50
2 inch	$21.67
3 inch	$62.93
4 inch	$134.12
6 inch	$389.59
8 inch	$830.24
10 inch	$1,493.03
12 inch	$2,411.64

"

SECTION 2: Section 1040.14 of the Codified Ordinances is hereby amended and supplemented to read as follows:

"1040.14. Tap-in fees for new residential and nonresidential developments.

(a) Effective April 1, 2012, the water system tap-in fee for each residential dwelling unit located within R-1, R-2, and R-3 zoning districts shall be~~:~~ $2,567.38.

(b) The water system tap-in fee for residential developments located within R-4 and R-5 zoning districts and for all non-residential developments is based upon the size of the water meter utilized for the facility, as follows:

Effective Date	Meter Size (Inches)	R-4-R-5 Fee Amount	Non-Residential Fee Amount
April 1, 2009	¾	$2,530.00	$3,300.00
April 1, 2010	¾	$2,605.90	$3,399.00
April 1, 2011	¾	$2,684.10	$3,500.97
April 1, 2012	¾	$2,952.48	$3,851.07
January 1, 2022	5/8 or 3/4	$2,952.48	$3,851.07
April 1, 2009	1	$3,080.00	$3,850.00
April 1, 2010	1	$3,172.40	$3,965.50
April 1, 2011	1	$3,267.57	$4,084.47
April 1, 2012	1	$3,594.33	$4,492.91
April 1, 2009	1½	$3,850.00	$5,500.00
April 1, 2010	1½	$3,965.50	$5,665.00
April 1, 2011	1½	$4,084.47	$5,834.95
April 1, 2012	1½	$4,492.91	$6,418.45
April 1, 2009	2	$6,600.00	$11,000.00
April 1, 2010	2	$6,798.00	$11,330.00
April 1, 2011	2	$7,001.94	$11,669.90
April 1, 2012	2	$7,702.13	$12,836.89
April 1, 2009	3	$14,300.00	$28,600.00
April 1, 2010	3	$14,729.00	$29,458.00
April 1, 2011	3	$15,170.87	$30,341.74
April 1, 2012	3	$16,687.96	$33,375.91
April 1, 2009	4	$22,000.00	$44,000.00
April 1, 2010	4	$22,660.00	$45,320.00
April 1, 2011	4	$23,339.80	$46,679.60
April 1, 2012	4	$25,673.78	$51,347.56
April 1, 2009	6	N/A	$110,000.00
April 1, 2010	6	N/A	$113,300.00
April 1, 2011	6	N/A	$116,699.00
April 1, 2012	6	N/A	$128,368.90
April 1, 2009	8	N/A	$165,000.00
April 1, 2010	8	N/A	$169,950.00
April 1, 2011	8	N/A	$175,048.50
April 1, 2012	8	N/A	$192,553.35

”

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

PASSED:____________________

ATTEST: APPROVED:

______________________________	______________________________
Clerk of Council	Mayor

First Reading:____________________

EMERGENCY ORDINANCE NO. 2021-53

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST ASSIGNED, AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT BY AND BETWEEN THE CITY OF MONROE, PROLOGIS LOGISTICS SERVICES INCORPORATED, AND FRED MEYER STORES, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Council adopted Emergency Resolution No. 46-2007 on August 14, 2007, describing the boundaries of the Community Reinvestment Area and determined that such area contains the conditions described in Section 3735.65(b) of the Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, on August 6, 2018, the Developer and the City entered into a Community Reinvestment Area Agreement (the "Original CRA Agreement"), concerning the development of a new "spec" building of approximately 760,000 square feet to be used for marketing, manufacturing, warehouse or distribution operations, which was to be located on certain real property within the boundaries of the Community Reinvestment Area as more specifically described on Exhibit A hereto (the "Project Site"); and

WHEREAS, Developer completed construction of a 755,000 square foot building on the Project Site (the "Building") in 2019 and entered into a lease with a tenant that was expected to allow for the project metric obligations of the Original CRA Agreement to be satisfied; however, the tenant determined it was unable to occupy the building as intended and Developer proceeded to seek a new occupant; and

WHEREAS, Developer intends to convey or has conveyed the Project Site to Company and Company wishes to obtain the benefits of the Original CRA Agreement effective on the date of the conveyance of the Project Site to the Company (the "Closing Date"); and

WHEREAS, Company plans to buildout, retrofit and upgrade the Building, install machinery and equipment in the Building, operate the Building as a warehouse and distribution facility, and create or cause the creation of new full-time positions (the "Project"); and

WHEREAS, the City, having the appropriate authority, desires to provide Company with incentives available for the Project and the Project Site in the Community Reinvestment Area under Chapter 3735 of the Code; and

WHERAS, the parties desire to assign the Original CRA Agreement to Company and amend and restate the Original CRA Agreement through this Agreement; and

WHEREAS, Developer submitted a proposed application to the City in connection with the Original CRA Agreement; and

WHEREAS, Developer remitted to the City the required state application fee of $750.00 made payable to the Ohio Development Services Agency ("ODSA") which the City forwarded to the ODSA together with this Agreement; and

WHEREAS, the Housing Officer of the City reviewed the project described and the facts asserted in the Application and determined that it met the requirements for an exemption under Section 3735.67 of the Code; and

WHEREAS, the Project Site is located in the Monroe Local School District (the "School District") and the Butler Technology and Career Center Joint Vocational School District (the "JVSD District"), and the respective Boards of Education of the School District and the JVSD District were notified in accordance with Section 5709.83 and given a copy of the Original CRA Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) of the Code and in conformance with the format required under Section 3735.671(B) of the Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained.

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

SECTION 1: Council hereby approves the First Assigned, Amended and Restated Community Reinvestment Area Agreement (Agreement) substantially pursuant to the terms and conditions contained in Exhibit "1", a copy of which is on file in the office of the Clerk of Council and attached hereto and made a part hereof. The City Manager is authorized to sign the Agreement, with such changes, which are in the judgement of the City Manager, not materially adverse to the City, as the City Manager shall approve.

SECTION 2: That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

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

SECTION 4: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council determines it is in the best interest of the City to proceed with the amendments set forth in the Agreement at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:_________________

ATTEST: APPROVED:

______________________________________ ______________________________________

Clerk of Council Mayor

DRAFT
Dated: 10/14/2021

Exhibit "1" E Ord No. 2021-53

FIRST ASSIGNED, AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT

This First Assigned, Amended and Restated Community Reinvestment Agreement (this "Agreement") is made and entered into as of this __ day of _______, 2021 (the "Amended and Restated Execution Date"), but effective as of August 6, 2018 (the "Effective Date") by and between the City of Monroe, Ohio an Ohio municipal corporation, with its main offices located at 233 South Main Street, Monroe, Ohio (hereinafter referred to as "City"), Prologis Logistics Services Incorporated, a Delaware corporation with its principal office located at 1800 Wazee Street, Suite 500, Denver, Colorado 80202 (hereinafter referred to as "Developer"), and Fred Meyer Stores, Inc., an Ohio corporation with its principal office located at 1014 Vine Street, Cincinnati, Ohio 45202 (hereinafter referred to as "Company"), a under the following circumstances:

WHEREAS, the Council adopted Emergency Resolution No. 46-2007 on August 14, 2007, describing the boundaries of the Community Reinvestment Area and determined that such area contains the conditions described in Section 3735.65(b) of the Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, on August 6, 2018, the Developer and the City entered into a Community Reinvestment Area Agreement (the "Original CRA Agreement"), concerning the development of a new "spec" building of approximately 760,000 square feet to be used for marketing, manufacturing, warehouse or distribution operations, which was to be located on certain real property within the boundaries of the Community Reinvestment Area as more specifically described on Exhibit A hereto (the "Project Site"); and

WHEREAS, Developer completed construction of a 755,000 square foot building on the Project Site (the "Building") in 2019 and entered into a lease with a tenant that was expected to allow for the project metric obligations of the Original CRA Agreement to be satisfied; however, the tenant determined it was unable to occupy the building as intended and Developer proceeded to seek a new occupant; and

WHEREAS, Developer intends to convey or has conveyed the Project Site to Company and Company wishes to obtain the benefits of the Original CRA Agreement effective on the date of the conveyance of the Project Site to the Company (the "Closing Date"); and

WHEREAS, Company plans to buildout, retrofit and upgrade the Building, install machinery and equipment in the Building, operate the Building as a warehouse and distribution facility, and create or cause the creation of new full-time positions (the "Project"); and

WHEREAS, the City, having the appropriate authority, desires to provide Company with incentives available for the Project and the Project Site in the Community Reinvestment Area under Chapter 3735 of the Code; and

WHERAS, the parties desire to assign the Original CRA Agreement to Company and amend and restate the Original CRA Agreement through this Agreement; and

WHEREAS, Developer submitted a proposed application to the City in connection with the Original CRA Agreement; and

WHEREAS, Developer remitted to the City the required state application fee of $750.00 made payable to the Ohio Development Services Agency ("ODSA") which the City forwarded to the ODSA together with this Agreement; and

WHEREAS, the Housing Officer of the City reviewed the project described and the facts asserted in the Application and determined that it met the requirements for an exemption under Section 3735.67 of the Code; and

WHEREAS, the Project Site is located in the Monroe Local School District (the "School District") and the Butler Technology and Career Center Joint Vocational School District (the "JVSD District"), and the respective Boards of Education of the School District and the JVSD District were notified in accordance with Section 5709.83 and given a copy of the Original CRA Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) of the Code and in conformance with the format required under Section 3735.671(B) of the Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW, THERFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to assign, amend and restate the Original CRA Agreement as follows:

1. From and after the Amended and Restated Execution Date, Developer hereby assigns the Original CRA Agreement to Company, and Company accepts the assignment. Company and City intend to further specify the obligations of each with respect to the Project, and thus the Original CRA Agreement is hereby repealed in its entirety and replaced with the terms of this Agreement. Developer is a party to this Agreement only for the purposes of assigning the Original CRA Agreement to Company and accepting City's release of its obligations, and after the Closing Date is no longer a party to this Agreement.

Company shall complete the Project as described in recitals to this Agreement. The Project will be located on the Project Site, which is within the City's ODSA-confirmed Community Reinvestment Area #3. Developer agreed to invest in the Project Site an amount estimated to exceed thirty three million dollars ($33,000,000) for the costs of site development and construction of a new building (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). Developer commenced the Project at the Project Site and received a certificate of occupancy. Company agrees to invest an amount estimated to exceed thirty five million dollars ($35,000,000) to buildout, retrofit and upgrade the Building and install machinery, equipment, furniture and fixtures and inventory. As of the Effective Date, no buildings existed at the Project Site. As of the Amended and Restated Execution Date, an approximately 755,000 square foot building exists at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. The value for Ohio personal property tax purposes of the non-inventory personal property of Company that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0.00. The value for Ohio personal property tax purposes of the non-inventory personal property of Company located at the Project Site prior to the execution of this Agreement is $0.00. The average value for Ohio personal property tax purposes of the inventory of Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0.00.

3. Developer agreed to commence site work on or about July 31, 2018, commence construction of the building shell portion of the Project on or about January 1, 2019, complete construction of the building shell portion of the Project on or about July 1, 2019, and successfully and timely completed those obligations. Company shall complete its investments and upgrades to the Building no later than approximately December 31, 2022. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement.

4. Company estimates that there will be created at the Project Site, cumulatively, approximately 479 full-time permanent equivalent employee positions, 0 full time temporary equivalent employee positions, 0 part time permanent equivalent employee positions and 0 part time temporary employee positions, with an aggregate annual payroll of approximately $25,300,000 that is attributed to the City and subject to the City's income tax. Hiring of such employees is estimated to commence in approximately October 2022 and to continue incrementally over the succeeding seven years.

In the Original CRA Agreement, the Developer estimated the following:

Developer Estimates

Year	Annual Payroll
1	$500,000 per

	calendar month beginning with the month of the issuance of Certificate of Occupancy
2	$14,750,000
3	$23,500,000
4	$26,550,000
5	$26,550,000
6	$26,550,000
7	$26,550,000
8	$26,550,000
9	$26,550,000
10	$26,550,000

Because a Certificate of Occupancy was granted on ____________, 2020, year 1 in the above Developer Estimates table was calendar year 2020, year 2 is calendar year 2021, and so on.

Currently, the Company has 0 employees at the Project Site; therefore, no employee positions will be retained by the Company in connection with the Project. Within Ohio, Company has [0] full-time permanent employee positions, [0] part-time permanent employment positions, and [0] temporary employee positions. Except as otherwise specified in Section 12, the estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties recognize that the Company may utilize one or more third-party logistics companies (the "Operators") to operate the facility; therefore, it is anticipated that some or all employees at the Project Site will be hired by the Operators, not Company.

Commented [ZSJ1]: Awaiting confirmation re. these numbers.

5. The City hereby grants Company a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Code which shall be in the following amounts:

50% for 10 years (8 years remaining for the Company).

The exemption commenced with the tax year ending December 31, 2020, the first year for which the partially constructed real property improvements were first taxable but for such exemption from taxation. No further exemption shall commence after the tax year ending December 31, 2023 nor extend beyond the tax year ending December 31, 2029.

6. Company shall endeavor to comply with all applicable provisions of the City's Planning and Zoning Code; however, the City agrees the plans approved by the City's Planning Commission

on June 19, 2018, including any subsequent changes as approved by the City, shall take precedence over the City's Planning and Zoning Code.

7. Company shall provide to the Tax Incentive Review Council of the City any information reasonably required by the council to evaluate the property owner's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Code if requested by the council.

8. Consistent with the prior practice, the Council has waived the annual fee provided for in Section 3735.671 of the Code. However, the Company shall pay the Monroe Area Community Improvement Corporation a fee of $10,000 annually for the term of the abatement. The first annual fee was due on July 21, 2020 and paid by Developer, the second annual fee was due on July 21, 2021 and paid by Developer, and for each of the next eight years, the annual fee will be due on July 21. The Company shall, without demand, pay the annual fee to the Monroe Area Community Improvement Corporation, 233 South Main Street, Monroe, Ohio 45050, c/o City Manager, unless otherwise instructed in writing by the City.

9. Company, if and for so long as it is the owner of the Project Site or any portion of the Project Site, shall pay such real property taxes, if any, as are not exempted under this Agreement and are charged against the Project and the Project Site and shall file all tax reports and returns as required by law. If Company fails to pay such taxes or file such returns and reports, subject to any applicable grace and cure periods, including those specified in Sections 11 and 12, all incentives granted under this Agreement will be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

10. The City shall perform such acts as are reasonably necessary to appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

11. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the Community Reinvestment Area, or the City revokes the designation of the Community Reinvestment Area, all entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Company materially fails to fulfill its obligations under this Agreement, such failure continues for sixty (60) days following written notice from the City to Company, and the City terminates or modifies the exemptions from taxation granted under this Agreement.

12. If the Company materially fails to fulfill its obligations under this Agreement, including, without limitation, payroll obligations (as determined based on the City of Monroe's audited wage reconciliation Form W-3 for such year for the site) as outlined in this section for any year, and such failure continues for sixty (60) days following written notice from the City to Company, the City has the discretion to impose the remedies specified in this section.

If, for any year beginning with calendar year 2026, the payroll at the Project Site is less than \$26,550,000 (the estimated final annual payroll in the Original CRA Agreement and included in the table in Section 4), the City shall provide the Company with an invoice no later than May 31 of the following calendar year in an amount equal to the City's personal income tax rate for the preceding calendar year multiplied by the difference between \$26,550,000 and the payroll at the Project Site for that calendar year (the "Shortfall Payment"). If the Company wishes to preserve the exemption set forth in this Agreement, it shall pay the Shortfall Payment to the City within sixty (60) days after its receipt of the invoice. If the Company does not wish to preserve the exemption set forth in this Agreement, it shall provide the City with notice of that decision and shall pay to the City an amount equal to the value of the exemption for the tax year that gave rise to the Shortfall Payment invoice. For avoidance of doubt, the payroll obligation/Shortfall Payment obligation described in this section is the only payroll-related obligation in this Agreement.

If the material failure is attributable to an obligation other than a payroll obligation, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, then the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under the Agreement.

13. Company hereby certifies that at the time this Agreement is executed, that Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

14. Company and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval. The City may require the Company to execute a compensation agreement with the School District (the "Compensation Agreement") prior to formal approval of this Agreement. Any material, uncured default under the Compensation Agreement by the Company or any of its successors or assigns to such Compensation Agreement shall constitute a material failure by the Company to fulfill its obligations under this Agreement; provided, however, that the City shall not act upon such default until it has given the Company or any of its successors or assigns written notice of the default and sixty (60) days within which to cure the default.

15. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Company, any successor property owner, or any related member (as those terms are defined

in Section 3735.671 of the Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Code prior to the time prescribed by that division or either of those sections.

16. Company affirmatively covenants that it has not knowingly made any material false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Company has knowingly made a material false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and may be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.12(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

17. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, not to be unreasonably withheld, conditioned or delayed. The City Manager may, in his or her discretion, approve the transfer or assignment of this Agreement and the benefits and obligations hereof from Company to Transferee, subject to compliance with the procedure stated below in this Section. If Transferee is a Permitted Transferee, the City Manager hereby does approve, and Company shall not need further consent by the City with respect to, the transfer or assignment of this Agreement and the benefits and obligations hereof to Permitted Transferee.

"Transferee," as used herein, is defined as each person or entity, except Company, which is a legal successor in interest to all or any part of the Project or the Project Site (the "Transferred Property") whether by sale, grant, or other means of transfer of interest, including but not limited to the formation of subsidiaries, affiliates, joint ventures, successor entities or other arrangements used to carry out the terms of this Agreement (each a "Successor").

"Permitted Transferee," as used herein, is defined as (a) any entity in which Company directly or indirectly holds a majority ownership interest; (b) successor entities to Company where Company had ownership as described in (a) and where there remains at least one other party with an ownership interest; and (c) entities resulting from a consolidation, conversion, acquisition or merger of Company.

Provided, however, that as a condition to this right to receive tax exemption as set forth in this Agreement, each Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in form and content reasonably satisfactory to the City, wherein such Transferee:

(a) assumes all obligations of Company under this Agreement with respect to the Transferred Property, whether the Transferee received the Transferred Property directly from Company or a Successor, and

(b) certifies to the validity, as to the Transferee and the Transferred Property, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement

It is acknowledged and agreed by the City that the form of Assignment and Assumption Agreement attached hereto as Exhibit B shall be deemed satisfactory to, and approved by, the City.

Upon execution by the City of such Assignment and Assumption Agreement, as to the Transferred Property, the approved Transferee shall have all entitlements and rights to tax exemption, and obligations, as the Company under this Agreement, in the same manner and with like effect as if the Transferee had been the original Company and a signatory to this Agreement. If the City executes such Assignment and Assumption Agreement, the City will deliver an original thereof to the Transferee (but execution of such agreement by the City will not be a condition to the effectiveness thereof, with respect to an assignment to a Permitted Transferee).

18. Prior to the execution by the City of such Assignment and Assumption Agreement, the potential Transferee shall provide the City with such information as the City reasonably requests to assist the City to comply with Section 3735.673 of the Code.

19. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by Company in developing, equipping and operating the Project, Company shall request an amendment to this Agreement, which the City shall consider in a timely fashion.

20. Upon request of the Company or a potential Transferee (a "Requesting Party"), the City shall execute and deliver to the Requesting Party or any proposed purchaser, mortgagee or lessee of all or a portion of the Project or the Project Site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; and (b) that the Requesting Party is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Requesting Party is in default, specifying same.

21. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Monroe
233 South Main Street
Monroe, Ohio 45050
Attn: City Manager

If to the Company, to:

Fred Meyer Stores, Inc.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Tax Department, Economic Development

And to:

Fred Meyer Stores, Inc.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Law Department (Logistics, Real Estate)

With a copy to:

Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attn: Scott J. Ziance

or to any such other addresses as may be specified by any party, from time to time, by prior written notification in accordance with this Section 21.

22. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

23. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in

terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

24. Any delay in the performance of any of the duties or obligations of either party (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period satisfactory to the party other than the Delayed Party, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means an event or occurrence that prevents a party from performing its obligations under this Agreement, including any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty. The Delayed Party shall give prompt notice to the other party of such cause, and shall take commercially reasonable steps to relieve the effect of such cause as promptly as possible.

25. The parties acknowledge and agree that from and after the Closing Date, the Developer is released from any and all liability under the Original CRA Agreement with respect to the Project Site. The Company shall hereby be responsible for meeting all obligations and commitments under this Agreement.

(Balance of Page Intentionally Omitted)

IN WITNESS WHEREOF, the City of Monroe, Ohio, pursuant to Ordinance No. 2021-__ of the Council of City of Monroe, Ohio, Prologis Logistics Services Incorporated, and Fred Meyer Stores, Inc. have caused this instrument to be executed on this ____day of ____________, 2021.

CITY OF MONROE, OHIO

By _____________________________
William J. Brock, P.E., CM

City Manager

____

PROLOGIS LOGISTICS SERVICES INCORPORATED,
a Delaware corporation

By: ______________________________

Name: ____________________________

Title: _____________________________

STATE OF OHIO)
)SS:

Sworn to and subscribed in my presence by William J. Brock, City Manager of Monroe, this _____day of ________, 2021.

____
Notary Public

Sworn and subscribed in my presence by ___________________________, _____________________________, this _____ day of ________, 2021.

____
Notary Public

Approved as to form:

____
K. Philip Callahan, Law Director

Exhibit A – Project Site Plan
Exhibit B – Assignment and Assumption

FRED MEYER STORES, INC.,
an Ohio corporation

By: ______________________________

Name: ____________________________

Title: _____________________________

Sworn and subscribed in my

_____________________________,

______________________________,

_____ day of ________, 2021

<u>Exhibit A</u>

Project Site Plan

Exhibit B

Approved Form of Assignment and Assumption

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of ____________, by and between ________________ (the "Assignor") and _______________________ (the "Assignee");

WITNESSETH THAT:

WHEREAS, the City of Monroe, Ohio, an Ohio municipal corporation (the "City"), and ___________, a _____________, have made and entered into a Community Reinvestment Area Agreement dated __________ (the "CRA Agreement"); and

WHEREAS, Assignor has transferred or will assign the property described in Exhibit A attached hereto (the "Transferred Property") to the Assignee; and

WHEREAS, Assignee is a Transferee, as defined in the CRA Agreement; and

WHEREAS, with respect to the Transferred Property, the Assignor desires to transfer and assign the benefits and obligations of the CRA Agreement to the Assignee for its benefit, and in consideration of and in reliance on that assignment and transfer, the Assignee is willing to assume the rights, benefits and obligations of the CRA Agreement; and

WHEREAS, the terms of the CRA Agreement require each Transferee to execute and deliver to the City an Assignment and Assumption Agreement substantially in the form hereof (or otherwise reasonably satisfactory to the City of Monroe); and

WHEREAS, the terms of the CRA Agreement require the City to execute each such approved Assignment and Assumption Agreement and to deliver an original thereof to the Transferee;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants contained in this Assignment and for other valuable consideration, the Assignor and the Assignee recite and agree as follows:

SECTION 1. Assignments and Assumption.

(a) With respect to the Transferred Property, from and after the date on which the Assignee succeeds to the interest of the Assignor in the Transferred Property (the “Transfer Date”), the Assignor hereby absolutely, unconditionally, and irrevocably assigns, conveys, and transfers to the Assignee, for the benefit of the Assignee as a Transferee, the respective rights, benefits, and the performance of duties under the CRA Agreement to Assignee.

(b) Assignee absolutely, unconditionally, and irrevocably accepts such assignment and transfer of the respective share of Assignor's rights and benefits, and hereby assumes all of the obligations of the Assignor under the Agreement with respect to the Transferred Property, as defined in the CRA Agreement, and certifies as to the validity of the representations, warranties and covenants contained both in the CRA Agreement and in this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates of their respective acknowledgements but as of the date first written hereinabove.

[ASSIGNOR CORPORATE NAME]
[Assignor Corporate Status]

By ____________________________

Title ___________________________

[ASSIGNEE CORPORATE NAME]
[Assignee Corporate Status]

By ____________________________

Title ___________________________

Approved:

CITY OF MONROE, OHIO

By ___________________________

Title

EXECUTION COPY

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Agreement (this "Agreement") is made and entered into by and between the City of Monroe, Ohio an Ohio municipal corporation, with its main offices located at 233 South Main Street, Monroe, Ohio (hereinafter referred to as "City") and Prologis Logistics Services Incorporated, a Delaware corporation with its principal office located at 1800 Wazee Street, Suite 500, Denver, Colorado 80202 (hereinafter referred to as "Developer"), under the following circumstances:

WHEREAS, the Council adopted Emergency Resolution No. 46-2007 on August 14, 2007, describing the boundaries of the Community Reinvestment Area and determined that such area contains the conditions described in Section 3735.65(b) of the Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, Developer desires to construct a new "spec" building of approximately 760,000 square feet to be used for the marketing, manufacturing, warehouse or distribution operations of one or more users, as more particularly described on the site plan attached hereto as Exhibit A (the "Project"), which will be located on certain real property within the boundaries of the Community Reinvestment Area as more specifically described on Exhibit A hereto (the "Project Site"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Developer does not anticipate that it will equip or occupy any portion of the Project Site or the Project or hire employees at the Project Site; rather, Developer intends to lease the Project or parts thereof to one or more tenants to be operated for the uses described in the foregoing recital (such tenants may be referred to hereinafter from time to time as the "Operators"); and

WHEREAS, the City, having the appropriate authority, desires to provide Developer with incentives available for the development of the Project in the Community Reinvestment Area under Chapter 3735 of the Code; and

WHEREAS, Developer has submitted a proposed application to the City for this Agreement (which is attached hereto as Exhibit B, hereinafter referred to as the "Application"); and

WHEREAS, Developer has remitted to the City the required state application fee of $750.00 made payable to the Ohio Development Services Agency ("ODSA") which the City will forward to the ODSA together with this Agreement; and

WHEREAS, the Housing Officer of the City has reviewed the proposed construction of the Project and the facts asserted in the Application and has determined that the proposed construction of the Project meets the requirements for an exemption under Section 3735.67 of the Code; and

WHEREAS, the project site as proposed by Developer is located in the Monroe Local School District (the "School District") and the Butler Technology and Career Center Joint Vocational School District (the "JVSD District"), and the respective Boards of Education of the School District and the JVSD District have been notified in accordance with Section 5709.83 and been given a copy of the Agreement; and,

WHEREAS, pursuant to Section 3735.67(A) of the Code and in conformance with the format required under Section 3735.671(B) of the Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW, THERFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Developer shall construct the Project as described in recitals to this Agreement. The Project will be located on the Project Site, which is within the City's ODSA-confirmed Community Reinvestment Area #3. Developer will invest in the Project and the Project Site an amount estimated to exceed thirty three million dollars ($33,000,000) for the costs of site development and construction of a new building (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory). There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. The value for Ohio personal property tax purposes of the non-inventory personal property of Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0.00. The value for Ohio personal property tax purposes of the non-inventory personal property of Developer located at the Project Site prior to the execution of this Agreement is $0.00. The average value for Ohio personal property tax purposes of the inventory of Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0.00.

3. Developer intends to commence site work on or about July 31, 2018, commence construction of the building shell portion of the Project on or about January 1, 2019, complete construction of the building shell portion of the Project on or about July 1, 2019, and complete construction of the tenant improvement portion of the Project no later than approximately December 1, 2019. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement.

4. Developer estimates that there will be created at the Project Site, cumulatively, approximately 900 full-time permanent equivalent employee positions, 0 full time temporary equivalent employee positions, 0 part time permanent equivalent employee positions and 0 part

time temporary employee positions, with an aggregate annual payroll of approximately \$26,550,000 that is attributed to the City and subject to the City's income tax. Hiring of such employees is estimated to commence in approximately September 1, 2019 and to continue incrementally over the succeeding 10 years as set forth in the chart below. Year 1 refers to the year in which the certificate of occupancy is issued and may be less than a full calendar year. Years 2–10 are full calendar years following Year 1 from January 1st of the year to December 31st.

Year	Annual Payroll
1	\$500,000 per calendar month beginning with the month of the issuance of Certificate of Occupancy
2	\$14,750,000
3	\$23,500,000
4	\$26,550,000
5	\$26,550,000
6	\$26,550,000
7	\$26,550,000
8	\$26,550,000
9	\$26,550,000
10	\$26,550,000

Currently, the Developer has 0 employees at the Project Site; therefore, no employee positions will be retained by the Developer in connection with the Project. Within Ohio, Developer has 11 full-time permanent employee positions, 0 part-time permanent employment positions, and 0 temporary employee positions. Except for the annual payroll thresholds, the estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties recognize that it is anticipated that all employees at the Project Site will be hired by the Operators, not Developer.

5. The City hereby grants Developer a tax exemption for real property improvements made to the Project Site pursuant to Section 3735.67 of the Code which shall be in the following amounts:

50% for 10 years.

The exemption will commence the first year for which the real property improvements would first be taxable but for such exemption from taxation. No exemption shall commence after the tax year ending December 31, 2020 nor extend beyond the tax year ending December 31, 2029, except that the exemption may commence for the tax year ending December 31, 2021 and extend until the tax year ending December 31, 2030 if construction is commenced within six months of execution by both parties of this Agreement. Developer acknowledges that the tax exemption with respect to Project is subject to the filing of a real property tax exemption application with the Housing Officer following the completion of construction of the Project. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the County Auditor.

6. Developer shall endeavor to comply with all applicable provisions of the City's Planning and Zoning Code; however, the City agrees the plans approved by the City's Planning Commission on June 19, 2018, including any subsequent changes as approved by the City, shall take precedence over the City's Planning and Zoning Code.

7. Developer shall provide to the Tax Incentive Review Council of the City any information reasonably required by the council to evaluate the property owner's compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Code if requested by the council.

8. Consistent with the prior practice, the Council has waived the annual fee provided for in Section 3735.671 of the Code. However, the Developer shall pay the Monroe Area Community Improvement Corporation a fee of $10,000 annually for the term of the abatement. The first annual fee is due within thirty (30) days after the issuance of a certificate of occupancy for the Project, and for each of the following nine years, the annual fee is due on the anniversary of the date of the issuance of the certificate of occupancy for Project. The Developer shall, without demand, pay the annual fee to the Monroe Area Community Improvement Corporation, 233 South Main Street, Monroe, Ohio 45050, c/o City Manager, unless otherwise instructed in writing by the City.

9. If not paid for by the Operators, Developer if and for so long as it is the owner of the Project Site or any portion of the Project Site, shall pay such real property taxes, if any, as are not exempted under this Agreement and are charged against the Project and the Project Site and shall file all tax reports and returns as required by law. If Developer fails to pay such taxes or file such returns and reports, subject to any applicable grace and cure periods, including those specified in Sections 11 and 12, all incentives granted under this Agreement will be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

10. The City shall perform such acts as are reasonably necessary to appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

11. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the Community Reinvestment Area, or the City revokes the designation of the Community Reinvestment Area, all entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Developer materially fails to fulfill its obligations under this Agreement, such failure continues for sixty (60) days following written notice from the City to Developer, and the City terminates or modifies the exemptions from taxation granted under this Agreement.

12. If the Developer materially fails to fulfill its obligations under this Agreement, including, without limitation, payroll obligations (as determined based on the City of Monroe's audited wage reconciliation Form W-3 for such year for the site) as outlined in Section 4 for any year, and such failure continues for sixty (60) days following written notice from the City to Developer, the City has the discretion to impose the remedies specified in this section.

If, in any year, the Developer fails to meet the payroll obligations set forth in Section 4 by 15% or more, then the Developer shall repay the amount of real property taxes that would have been payable for such year had the property not been exempted from taxation under this Agreement. The repayment shall be payable by July 1 following the calendar year in which the payroll hurdle is not met. This repayment provision shall not be used more than twice during the term of the initial exemption. Upon the third year in which the employment estimate is not met, the City may terminate or modify this Agreement.

If the material failure is attributable to an obligation other than a payroll obligation, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, then the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under the Agreement.

13. Developer hereby certifies that at the time this Agreement is executed, that Developer does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Developer currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Developer. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

14. Developer and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval. The City may require the Developer to execute a compensation agreement with the School District (the "Compensation Agreement") prior to formal approval of this Agreement. Any material, uncured default under the Compensation

Agreement by the Developer or any of its successors or assigns to such Compensation Agreement shall constitute a material failure by the Developer to fulfill its obligations under this Agreement; provided, however, that the City shall not act upon such default until it has given the Developer or any of its successors or assigns written notice of the default and sixty (60) days within which to cure the default.

15. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Developer, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Code prior to the time prescribed by that division or either of those sections.

16. Developer affirmatively covenants that it has not knowingly made any material false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Developer has knowingly made a material false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Developer shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and may be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.12(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

17. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, not to be unreasonably withheld, conditioned or delayed. The City Manager may, in his or her discretion, approve the transfer or assignment of this Agreement and the benefits and obligations hereof from Developer to Transferee, subject to compliance with the procedure stated below in this Section. If Transferee is a Permitted Transferee, the City Manager hereby does approve, and Developer shall not need further consent by the City with respect to, the transfer or assignment of this Agreement and the benefits and obligations hereof to Permitted Transferee.

"Transferee," as used herein, is defined as each person or entity, except Developer, which is a legal successor in interest to all or any part of the Project or the Project Site (the "Transferred Property") whether by sale, grant, or other means of transfer of interest, including but not limited to the formation of subsidiaries, affiliates, joint ventures, successor entities or other arrangements used to carry out the terms of this Agreement (each a "Successor").

"Permitted Transferee," as used herein, is defined as (a) any entity in which Developer directly or indirectly holds a majority ownership interest; (b) successor entities to Developer where Developer had ownership as described in (a) and where there remains at least one other party with an ownership interest; and (c) entities resulting from a consolidation, conversion, acquisition or merger of Developer.

Provided, however, that as a condition to this right to receive tax exemption as set forth in this Agreement, each Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in form and content reasonably satisfactory to the City, wherein such Transferee:

(a) assumes all obligations of Developer under this Agreement with respect to the Transferred Property, whether the Transferee received the Transferred Property directly from Developer or a Successor, and

(b) certifies to the validity, as to the Transferee and the Transferred Property, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement

It is acknowledged and agreed by the City that the form of Assignment and Assumption Agreement attached hereto as Exhibit C shall be deemed satisfactory to, and approved by, the City.

Upon execution by the City of such Assignment and Assumption Agreement, as to the Transferred Property, the approved Transferee shall have all entitlements and rights to tax exemption, and obligations, as the Developer under this Agreement, in the same manner and with like effect as if the Transferee had been the original Developer and a signatory to this Agreement. If the City executes such Assignment and Assumption Agreement, the City will deliver an original thereof to the Transferee (but execution of such agreement by the City will not be a condition to the effectiveness thereof, with respect to an assignment to a Permitted Transferee).

18. Prior to the execution by the City of such Assignment and Assumption Agreement, the potential Transferee shall provide the City with such information as the City reasonably requests to assist the City to comply with Section 3735.673 of the Code.

19. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by Developer in developing, equipping and operating the Project, Developer shall request an amendment to this Agreement, which the City shall consider in a timely fashion.

20. Upon request of the Developer or a potential Transferee (a "Requesting Party"), the City shall execute and deliver to the Requesting Party or any proposed purchaser, mortgagee or lessee of all or a portion of the Project or the Project Site a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; and (b) that the Requesting Party is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Requesting Party is in default, specifying same.

EXECUTION COPY

21. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Monroe
233 South Main Street
Monroe, Ohio 45050
Attn: City Manager

If to the Developer, to:

Prologis Logistics Services Incorporated
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attn: General Counsel

And to:

Prologis, Inc.
6250 North River Road, Suite 1100
Rosemont, Illinois 60018
Attn: Carter Andrus

And to:

Prologis, Inc.
6250 North River Road, Suite 1100
Rosemont, Illinois 60018
Attn: Amy Rzepka

With a copy to:

Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification in accordance with this Section 21.

22. This Agreement shall have no effect until the Developer takes title to the Project Site. Furthermore, the City may terminate this Agreement without penalty at any time following the termination of the Lease Agreement between the Developer and Bed Bath & Beyond Inc., dated July 16, 2018, related to the Project and the Project Site (the "Lease"), unless, after the issuance of the certificate of occupancy for the Project, an entity that is (i) unaffiliated with Bed Bath & Beyond Inc., and (ii) approved by the City, assumes Bed Bath & Beyond Inc.'s obligations under the Lease and occupies the Project.

23. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

24. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

25. Any delay in the performance of any of the duties or obligations of either party (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period satisfactory to the party other than the Delayed Party, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means an event or occurrence that prevents a party from performing its obligations under this Agreement, including any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty. The Delayed Party shall give prompt notice to the other party of such cause, and shall take commercially reasonable steps to relieve the effect of such cause as promptly as possible.

(Balance of Page Intentionally Omitted)

EXECUTION COPY

IN WITNESS WHEREOF, the City of Monroe, Ohio, pursuant to Ordinance No. 2018-09 of the Council of City of Monroe, Ohio, and Prologis Logistics Services Incorporated, have caused this instrument to be executed on this ____day of ___________, 2018.

CITY OF MONROE, OHIO

By ______________________
William J. Brock, P.E., CM

City Manager

____

Deborah J Armitage
Notary Public - Ohio
My Commission Expires April 03, 2021

STATE OF OHIO
SS

Sworn to and subscribed in my presence by William J. Brock, City Manager of Monroe, this 6 day of August, 2018.

____
Notary Public

Approved as to form:

____
K. Philip Callahan, Law Director

PROLOGIS LOGISTICS SERVICES INCORPORATED,
a Delaware corporation

By: ______________________

Name: ______________________

Title: ______________________

Sworn and subscribed in my presence by

______________________,

______________________, this

_____ day of ________ 2018.

____
Notary Public

Exhibit A – Project Site Plan
Exhibit B – Application
Exhibit C – Assignment and Assumption

EXECUTION COPY

IN WITNESS WHEREOF, the City of Monroe, Ohio, pursuant to Ordinance No. 2018-09 of the Council of City of Monroe, Ohio, and Prologis Logistics Services Incorporated, have caused this instrument to be executed on this 6 day of August, 2018.

CITY OF MONROE, OHIO

By ______________________
William J. Brock, P.E., CM

City Manager

____

NOTARIAL SEAL
Deborah J Armitage
STATE OF OHIO Notary Public - Ohio
My Commission Expires April 08, 2021

Sworn and subscribed in my presence by William J. Brock, City Manager of Monroe, this 6 day of August, 2018.

____
Notary Public

Approved as to form:

____
K. Philip Callahan, Law Director

PROLOGIS LOGISTICS SERVICES INCORPORATED,
a Delaware corporation

By: ______________________

Name: CARTER ANDRUS

Title: MANAGING DIRECTOR

OFFICIAL SEAL
ANDREA BIALKOWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/06/21

Sworn and subscribed in my presence by CARTER ANDRUS, MANAGING DIRECTOR, this 6 day of August 2018.

____
Notary Public

Exhibit A – Project Site Plan
Exhibit B – Application
Exhibit C – Assignment and Assumption

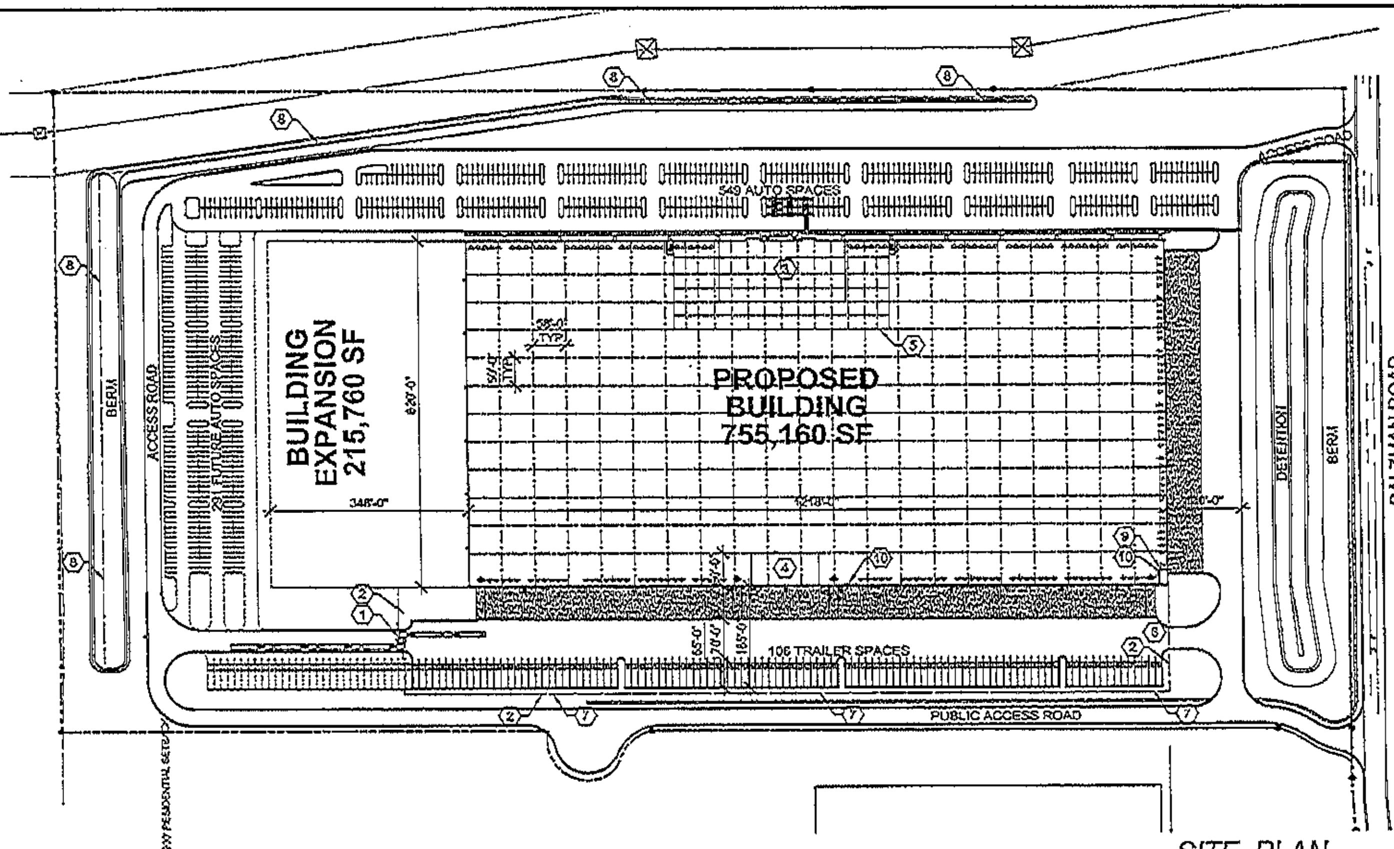
EXECUTION COPY

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, P.O. Box 330, Monroe, Ohio 45050. 513-539-7374.

Exhibit A

Project Site Plan

File # 2018-00034423 Page: 13 of 23
BK 9205 PG 879



KEYNOTE LEGEND

1. GUARD SHACK WITH GATES
2. 8'-0" BLACK VINYL CHAIN LINK FENCE
3. 24,000 SF MAIN OFFICE
4. 7,000 SF SHIPPING/RECEIVING OFFICE
5. 90,000 SF PLATFORM DECK/MEZZANINE. ASSUME 75 PSF LL AND MAX DEFLECTION OF L/240. WALKING SURFACE TO BE ¾ INCH THICK RESINDEK. FF OF PLATFORM TO BE AT 18 FT AFF. INCLUDE THREE EGRESS STAIRS, 2 HOLES THRU MEZZ FOR A SINGLE CONVEYOR (EACH), AND HAND RAILS PER BUILDING CODE. A 10 MM CLEAR POLY VAPOR BARRIER SHALL BE INSTALLED BY LANDLORD BETWEEN THE METAL DECK AND THE RESINDEK SURFACE.
6. LOCKED GATE FOR FIRE ACCESS AROUND BUILDING. PROVIDE KNOX BOX.
7. 8'-0" 100% OPAQUE VINYL OR WOOD FENCE.
8. 0'-0" HIGH 100% OPAQUE WOOD FENCE.
9. PUMP ROOM
10. ELECTRICAL SERVICE

NOTE: THIS CONCEPTUAL PLAN IS FOR MARKETING PURPOSES ONLY AND HAS BEEN PREPARED BASED ON PRELIMINARY AVAILABLE SITE INFORMATION DEEMED RELIABLE. ALL DIMENSION AREA CALCULATIONS ARE SUBJECT TO VERIFICATION BY A PROFESSIONAL ENGINEER FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.

PROLOGIS SALZMAN ROAD

Monroe, Ohio

PROJECT F-6 v. 16

WESTHEIMER ACRES:	35.315 AC
GRECCO ACRES:	27.421 AC
TOTAL ACRES:	62.732 AC
TOTAL - PUBLIC ROAD ACRES:	1.514 AC
TOTAL ACRES:	61.218 AC
BUILDING:	755,160 SF
BUILDING EXPANSION:	215,760 SF
BUILDING TOTAL:	970,920 SF
REQUIRED PARKING:	722
AUTO PARKING SPACES:	549
FUTURE AUTO PARKING SPACES:	291
TRAILER PARKING SPACES:	106
FUTURE TRAILER PARKING SPACES:	30
DOCK DOORS W/ LEVELERS	73
DOCK DOORS	0
FUTURE DOCK DOORS	106
DRIVE-INS	4

LEGEND:

- ▲ DOCK POSITION
- DOCK POSITION W/ LEVELER
- △ FUTURE DOCK POSITION
- ◆ DRIVE-IN DOOR
- ☐ INDUSTRIAL BUILDING AREA
- ☐ OFFICE BUILDING AREA
- ☐ PLATEFORM/MEZZANINE BUILDING AREA
- ☐ LANDSCAPE BERMS
- ☐ DETENTION POND

PROLOGIS®
8760 Global Way, West Chester, OH 45069
Telephone (513) 874-9728

ATA | BEILHARZ ARCHITECTS
1063 Central Avenue Cincinnati, Ohio 45202
p: 513.241.4422 f: 513.241.5560 www.ata-b.com

JUNE 13, 2018 PROJECT #: 18056

THE KLEINGERS GROUP

CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6305 Centre Park Drive
West Chester, OH 45069
phone 513.779.7851
fax 513.779.7852
www.kleingers.com

July 26, 2018

Legal Description
62.666 Acres
Lot Combination of Pt. Lot 2157 and Pt. Lot 3065

Situated in Section 30, Town 3, Range 3, BTM, City of Monroe, Butler County, Ohio and being all of a 27.351 acre tract of land and all of a 35.315 acre tract of land conveyed to ProLogis Logistics Services Incorporated in O.R.________ Pg.________ of the Butler County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the northwest corner of said 27.351 acre tract of land;

Thence along the north line of said 27.351 acre tract of land, S84°41'59"E a distance of 1038.12 feet to the northwest corner of the aforementioned 35.315 acre tract of land;

Thence along the north line of said 35.315 acre tract of land, S84°32'02"E a distance of 1216.13 feet to a point in the west right of way line of Salzman Road;

Thence along said west right of way line the following nine (9) courses:

1. S05°21'03"W a distance of 1239.72 feet;
2. Along a curve to the left an arc distance of 94.89 feet, said curve having a radius of 921.50 feet, a delta of 5°54'00" and a chord bearing S02°24'03"W a distance of 94.85 feet;
3. S00°32'57"E a distance of 55.08 feet;
4. Along a curve to the right an arc distance of 86.65 feet, said curve having a radius of 841.50 feet, a delta of 5°54'00" and a chord bearing S02°24'03"W a distance of 86.61 feet;
5. S05°21'03"W a distance of 831.41 feet;
6. Along a curve to the left an arc distance of 124.20 feet, said curve having a radius of 921.50 feet, a delta of 7°43'20" and a chord bearing S01°29'23"W a distance of 124.10 feet;
7. S02°22'17"E a distance of 42.11 feet;
8. Along a curve to the right an arc distance of 107.76 feet, said curve having a radius of 841.50 feet, a delta of 7°20'14" and a chord bearing S01°17'50"W a distance of 107.69 feet;
9. S04°57'57"W a distance of 78.26 feet to the south line of the aforementioned Section 30;

Thence along said south line, N85°02'03"W a distance of 177.14 feet to the southwest corner of the aforementioned 35.315 acre tract of land;

Thence along the westerly lines of said 35.315 acre tract of land the following five (5) courses:

1. N05°27'58"E a distance of 606.46 feet;
2. S84°37'46"E a distance of 138.76 feet;
3. N05°21'03"E a distance of 663.83 feet;
4. N77°17'49"W a distance of 130.77 feet;
5. N05°27'02"E a distance of 223.09 feet;

Thence along the south line of said 35.315 acre tract of land and along the south line of the aforementioned 27.351 acre tract of land, N84°34'07"W a distance of 2124.44 feet to the southwest corner of said 27.351 acre tract of land;

Thence along the west line of said 27.351 acre tract of land, N05°19'32"E a distance of 1148.03 feet to the point of beginning.

Containing 62.666 acres of land, more or less and being subject to easements, restrictions and rights of way of record.

File # 2018-00034423 Page: 17 of 23
BK 9205 PG 883

Exhibit B

Application

233 South Main Street
Monroe, Ohio 45050
(513) 539-7374
www.monroeohio.org

City of Monroe

Application for a Community Reinvestment Area (CRA) Abatement

Applicant Information

Name of applicant: Prologis Logistics Services Incorporated

Current address of applicant: 6250 North River Rd, Ste 1100, Rosemont, Illinois, 60018

Telephone number: (847) 292-3901

Email address: CAndrus@prologis.com

Project Information

Address of project: Salzman Road

Does the project involve a structure or site of historical or architectural significance? ○ Yes ◉ No
(If yes, attached written certification of such by the designating agency or authorized agent.)

Exemption sought For: New Construction

Describe the nature of the businesses to be conducted at the project site: The project would consist of the construction of a new "spec" building of approximately 760,000 square feet to be used for the marketing, manufacturing, warehouse or distribution operations of one or more users. The project is anticipated to create approximately 900 new full-time positions; however, all positions to be created by the project will be created by tenants at the facility and not the applicant.

Estimated project starting date: Aug 1, 2018

Estimated project completion date: Jul 1, 2019

Reasons for requesting the tax abatement (be as specific and quantitative as possible): The requested abatement is necessary to compete with other locations throughout Ohio and, in particular, competing sites directly in the City of Monroe and the areas surrounding the City. The abatement will serve as a vital selling point in order to attract tenants to occupy and maintain operations at the site. As a result, the abatement will potentially increase the long-term viability of the project.

Estimated investment at the project site as a result of the proposed project:

Real Property Improvements:	$3,000,000.00
New Construction:	30,000,000
New Machinery & Equipment:	
New Inventory:	
Total New Project Investment:	33,000,000

233 South Main Street
Monroe, Ohio 45050
(513) 539 - 7374
www.monroeohio.org

City of Monroe

Application for a Community Reinvestment Area (CRA) Abatement

Project Information (Employees/Hiring Timeline)

Does the business have any employees, inventory, machinery, or other assets in Ohio? (•) Yes ( ) No

If yes, are any of those employees, inventory, machinery or other assets going to be reduced or relocated due to this project?

( ) Yes (•) No

Time Period Anticipated for New Hires (per year): 9/1/2019 - 12/31/2022 (approx. 495 by 12/31/2020; approx. 700 by 12/31/2021; appro

Estimated number of full-time jobs created: 900 Annual payroll attributed to newly created employees: 26,550,000

Estimated number of full-time jobs retained: Annual payroll attributed to retained employees:

The applicant believes that the information contained in this application and any attachments is complete and correct.

Signature: Carter Andrus Date: 7/9/18

Name and Title: Carter Andrus, Managing Director

Company: Prologis

As required by the Ohio Development Services Agency, a check for $750.00 must accompany this application. Checks must be made payable to "Ohio Development Services Agency".

233 South Main Street
Monroe, Ohio 45050
(513) 539 - 7374
www.monroeohio.org

City of Monroe
Project Certification for a Community Reinvestment Area (CRA) Abatement

Property address, parcel number or legal description:

Effective date of appropriate local resolution::

Verification of construction cost:

New structure:

Remodeling:

Project meets requirements for exemption under ORC 3735.67: A B C

Project involves structure or site of historical or architectural significance: Yes No

Period of exemption for this improvement:

Percentage abated:

Length of abatement (years):

I certify that the project described herein meets the necessary requirements for the Community Reinvestment Area Program in the City of Monroe, Ohio.

Signature: ______________________ Date: ______________

Name and Title:

Company:

File with the County Auditor once project is certified

Exhibit C

Approved Form of Assignment and Assumption

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), made and entered into as of ____________, by and between ________________ (the "Assignor") and ________________________ (the "Assignee");

WITNESSETH THAT:

WHEREAS, the City of Monroe, Ohio, an Ohio municipal corporation (the "City"), and ____________, a ______________, have made and entered into a Community Reinvestment Area Agreement dated __________ (the "CRA Agreement"); and

WHEREAS, Assignor has transferred or will assign the property described in Exhibit A attached hereto (the "Transferred Property") to the Assignee; and

WHEREAS, Assignee is a Transferee, as defined in the CRA Agreement; and

WHEREAS, with respect to the Transferred Property, the Assignor desires to transfer and assign the benefits and obligations of the CRA Agreement to the Assignee for its benefit, and in consideration of and in reliance on that assignment and transfer, the Assignee is willing to assume the rights, benefits and obligations of the CRA Agreement; and

WHEREAS, the terms of the CRA Agreement require each Transferee to execute and deliver to the City an Assignment and Assumption Agreement substantially in the form hereof (or otherwise reasonably satisfactory to the City of Monroe); and

WHEREAS, the terms of the CRA Agreement require the City to execute each such approved Assignment and Assumption Agreement and to deliver an original thereof to the Transferee;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants contained in this Assignment and for other valuable consideration, the Assignor and the Assignee recite and agree as follows:

SECTION 1. Assignments and Assumption.

(a) With respect to the Transferred Property, from and after the date on which the Assignee succeeds to the interest of the Assignor in the Transferred Property (the "Transfer Date"), the Assignor hereby absolutely, unconditionally, and irrevocably assigns, conveys, and transfers to the Assignee, for the benefit of the Assignee as a Transferee, the respective rights, benefits, and the performance of duties under the CRA Agreement to Assignee.

(b) Assignee absolutely, unconditionally, and irrevocably accepts such assignment and transfer of the respective share of Assignor's rights and benefits, and hereby assumes all of the obligations of the Assignor under the Agreement with respect to the Transferred Property, as defined in the CRA Agreement, and certifies as to the validity of the representations, warranties and covenants contained both in the CRA Agreement and in this Assignment.

EXECUTION COPY

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates of their respective acknowledgements but as of the date first written hereinabove.

[ASSIGNOR CORPORATE NAME]
[Assignor Corporate Status]

By ______________________________

Title ____________________________

[ASSIGNEE CORPORATE NAME]
[Assignee Corporate Status]

By ______________________________

Title ____________________________

Approved:

CITY OF MONROE, OHIO

By ______________________________

Title ____________________________

2021
CITY OF MONROE
BOARD AND COMMISSION MEMBERS

Planning Commission (4 year term)	**Term Expiration Date**
Matthew Frye 255 Lee Drive Monroe, Ohio 45050 440-452-9946 Mfrye3@gmail.com	December 31, 2021
Vacancy	December 31, 2022
Lindsey Pyron 210 Bridle Pass Way Monroe, Ohio 45050 513-518-3002 lhpyron@gmail.com	December 31, 2023
David L. Kirkpatrick 889 Trails End Drive Monroe, Ohio 45050 937-474-4091 David.kirkpatrickpe@gmail.com	December 31, 2024
Christina McElfresh 350 Macready Avenue Monroe, Ohio 45050 513-502-1142 mcelfreshc@monroeohio.org	Council Representative

Board of Zoning Appeals (5 year term)	**Term Expiration Date**
Lorenzo Adam 27 Penbrooke Court Monroe, Ohio 45050 513-360-3282 ladam@cinci.rr.com	January 1, 2022
Casey Walters 614 Lebanon Street Monroe, Ohio 45050 513-280-2222 caseywalters81@gmail.com	January 1, 2023
John Robbins 274 Woodyard Monroe, Ohio 45050 513-539-7276 jwrobbins38@gmail.com	January 1, 2024
Vacancy	January 1, 2025
Michael P. Morris 202 Rachel Lane Monroe, Ohio 45050 513-539-9855 mmorris4@cinci.rr.com	January 1, 2026

Park and Recreation Board (5 year term)	**Term Expiration Date**
Josh A. Howard 970 Obenour Court Monroe, Ohio 45050 513-673-7131 Joshhow09@gmail.com	January 1, 2022
Craig Silverglade 88 Tall Oaks Drive Middletown, Ohio 45044 513-680-9138 craigsilverglade@me.com	January 1, 2023
Michael A. Marchetti 704 Ella Court Monroe, Ohio 45050 520-678-1267 mike.marchetti1980@gmail.com	January 1, 2024
Jeff Hanson 380 Bridle Pass Way Monroe, Ohio 45050 614-359-7485 wavesandfields@gmail.com	January 1, 2025
Paul Koloszar 564 North Sands Avenue Monroe, Ohio 45050 513-435-0635 thelarix@gmail.com	January 1, 2026
Todd Hickman 63 Penbrooke Court Monroe, Ohio 45050 513-594-0617 hickmant@monroeohio.org	Council Liaison

Personnel Board (5 year term)	**Term Expiration Date**
Stephanie Sellman 528 Trey Court Monroe, Ohio 45050 513-617-4434 dougstephsellman@gmail.com	December 31, 2021
Darrel Basford 389 Timrick Place Monroe, Ohio 45050 513-539-9325 darrelbasford@att.net	December 31, 2022
Roshawn Jenkins 920 Creek Court Monroe, Ohio 45050 513-280-7123 Roshawn.lavelle.jenkins@gmail.com	December 31, 2023
John Routson 771 South Sands Avenue Monroe, Ohio 45050 513-539-7251 John.routson@gmail.com	December 31, 2024
Kelly L. Clark 335 Cornerstone Drive Monroe, Ohio 45050 513-680-0896 kellymeyerdvm@gmail.com	December 31, 2025

Local Board of Tax Review (2 year term)	**Term Expiration Date**
Roshawn Jenkins 920 Creek Court Monroe, Ohio 45050 513-280-7123 Roshawn.lavelle.jenkins@gmail.com	December 31, 2021
Steven L. Newsome 822 Riley Lane Monroe, Ohio 45050 snewsome@newcpa.com	December 31, 2022
Kameryn Jones (*appointed by City Manager) 233 South Main Street, P. O. Box 330 Monroe, Ohio 45050-0330 513-539-7374 jonesk@monroeohio.org	Discretion of City Manager

Audit Committee (3 year term)	**Term Expiration Date**
Mark Swartz 564 Fox Run Place Monroe, Ohio 45050 513-459-9550 ext 4070 mswartz@wesbanco.com	December 31, 2022
Daniel Phillips 315 Sackett Drive Monroe, Ohio 45050 513-241-4458 danieljamesphillips@hotmail.com	December 31, 2022
Holly Cahall 736 Griffin Lane Monroe, Ohio 45050 937-213-0868 hcahall@monroelocalschools.com	December 31, 2022
Mary Maurer 110 Maumee Drive Monroe, Ohio 45050 513-402-7556	December 31, 2023
Marc Bellapianta 626 Babbling Brooke Drive Monroe, Ohio 45050 386-449-9262 mbellapianta@fpcpm.com	December 31, 2023

From:	Josh Mason
To:	Angela Wasson
Subject:	City of Monroe Board and Commission Member Openings
Date:	Tuesday, September 21, 2021 2:25:39 PM
Attachments:	Joshua Lee Mason - construction resume.docx Joshua Lee Mason - Coaching Resume.docx

Angela, My name is Josh Mason and I live in the Wyandot Woods Community here in Monroe Ohio. I recently received the Monroe Messenger and saw the article regarding the multiple openings on the various boards and commissions. I have attached a couple resumes for your reference. The reason for the multiple resumes is one is my professional resume covering my background in construction, while the other resume covers my athletic background as a baseball coach. I am sending in both resumes for your review as I feel I could be a fit on multiple boards and commissions, specifically the Planning Commission, Board of Zoning Appeals in regards to my construction experience, and the Park and Recreation Board in regards to my coaching expereince. I understand it is tough to get people to sign-up for these positions and do not know where the need might be for the betterment of the city. Please review my resumes and if you feel I could be a benefit to the city by being a member of one of these I would be happy to discuss the next steps. Thank you for your consideration. I look forward to hearing from you.

Josh Mason
Senior Project Engineer

2000 W. Dorothy Lane | Moraine, OH 45439
P: 937.276.6666 | F: 937.276.6676
E: jmason@shookconstruction.com | www.shookconstruction.com

Cleveland | Columbus |Dayton | Indianapolis | Raleigh

JOSHUA L. MASON

612-877-1603 • coachmason27@gmail.com
834 Hocking Meadow Circle, Monroe, Ohio 45050

COACH • INSTRUCTOR • EDUCATOR • LEADER • MENTOR

Player-focused individual with expertise in motivating youth to achieve goals, while prioritizing and strategizing for a winning athletic program. Holds players, parents, and staff in high esteem, and interacts with the greatest degree of professionalism and personal integrity. Background includes leadership in the athletic field and in personal business ventures. Dedicated to student and staff development and committed to strong community relations. Proficient with athletic video analysis and personalized instruction. Coaching accomplishments include the development of two Division 1 Pitchers.

COACHING EXPERIENCE

CINCINNATI CHRISTIAN UNIVERSITY — 2016

- *Pitching Coach*

SYCAMORE HIGH SCHOOL, Cincinnati, OH — 2013 – 2015

- *Varsity Pitching Coach*

SPRING LAKE PARK HIGH SCHOOL, Spring Lake Park, Minnesota — 2006 - 2013

- *Head Varsity Baseball Coach* (2011 - 2013)
- *JV Baseball Head Coach/ Varsity Assistant* (2008 - 2011)
- *Sr. Babe Summer Head Coach* (2007 - 2009)
- *Freshman Baseball Head Coach* (2006 - 2008)

MINNESOTA YOUTH BASEBALL — 2010 - 2013
Head Baseball Coach

- Gopher State Fall Ball 15u (2011 - 2013)
- Veteran of Foreign Wars 16u (2010 - 2013)
- Park Patriots American Legions 17 Over (2010 - 2013)

EXTRA INNINGS, Brooklyn Park, Minnesota — 2009 - 2013
Private Training and Camp Instructor

PLAYING EXPERIENCE

CINCINNATI YANKEES, Cincinnati, Ohio — 2013 – Present
Pitcher

MINNEAPOLIS ANGELS, Minneapolis, Minnesota — 2008 - 2013
Pitcher, Infield and Outfield

INDIANA WESLEYAN UNIVERSITY, Marion, Indiana — 1998 - 2002
Baseball Tri-Captain (2002)
Starting and Relief Pitcher (1998 - 2002)

SYCAMORE HIGH SCHOOL, Cincinnati, Ohio — 1995 - 1998
Varsity Starting Pitcher (1997 - 1998)

EDUCATION

INDIANA WESLEYAN UNIVERSITY, Marion, Indiana
Bachelor of Science in Elementary Education, 2002 - GPA: 3.5

JOSHUA L. MASON

612-877-1603 • coachmason27@gmail.com
834 Hocking Meadow Circle, Monroe Ohio 45050

LEADER • INSTRUCTOR • EDUCATOR • COACH • MENTOR

Self-motivated, reliable business professional offering more than 20 years of construction (commercial & residential), teaching, business, and coaching experience. Skilled in numerous areas. Able to effectively interact with diverse groups. Dedicated to ensuring the highest level of quality, while staying on top of budgets and schedules. Ability to create professional business projects and see them through to completion. Holds co-workers, customers, sub-contractors and other staff in high esteem, and interacts with the greatest degree of professionalism and personal integrity. Background includes management in the university setting, in the business world, and on the athletic field. Dedicated to self-development and committed to strong leadership. Strong planning, organizational and leadership skills.

BUSINESS EXPERIENCE

Senior Project Engineer, *Shook Construction, Dayton, OH (2018-Present)*

- Directly responsible for the daily project management on multiple commercial projects. Communicates detailed work responsibilities to subcontractors and supervises conformance. Establishes, reviews, and acts upon changes in schedule, costs, quality of work. Assists in purchasing and estimating.
- Responsibilities included:
  - Creates bid packages and conducts thorough scope reviews during estimating and buyout phases
  - Oversees change order management process
  - Participates with subcontractor coordination
  - Manages document control process (RFI's, Submittals, Change Orders)
  - Performs daily project coordination
  - Assists in site planning and material management
  - Procures materials
  - Conducts onsite quality control checks
  - Implements onsite safety plan
  - Approves invoices
  - Manages project closeout

Director of Environmental Services, *Mason Christian Village, Mason, OH (2016-2018)*

- Directly responsible for the Day to Day upkeep of the life plan community by overseeing grounds work, maintenance repairs and housekeeping. Over three operations departments (Maintenance, Grounds, and Community Security)
- Responsibilities included:
  - Developing and monitoring facility preventative maintenance programs
  - Supervision of community operations and maintenance
  - Coordinates facility construction projects
  - Schedules/supervises renovations of garden homes
  - Schedules/supervises performance of part-time & fulltime operations department staff
  - Coordinates yearly life safety inspections for the community and facilitates any corrective actions needed
  - Assist with the development of community policies, procedures, and risk management plans
  - Assist with the preparation of miscellaneous reports and documents for both state and local agencies
  - Prepare budget and related projections; maintain budget and analyze expenditures

Director of Campus Management, *Cincinnati Christian University, Cincinnati, OH (2013-2016)*

- Directly responsible for the Day to Day upkeep of the university campus and buildings by performing grounds work, maintenance repairs and housekeeping. Over five operations departments (Maintenance, Grounds, Vehicles, Events and Campus Security)
- Responsibilities included:
  - Supervised programs for various special events organized by the University
  - Assists with the supervision of Campus and facility operations and maintenance
  - Makes equipment/supply orders, tracks expenditures, and maintains inventory of products and supplies
  - Schedules/supervises activities and evaluates performance of part-time student workers & fulltime operations department staff
  - Enforces rules and regulations governing the use of campus facilities
  - Works in areas of campus as needed
  - Assist with the development of facility policies, procedures, and risk management plans
  - Assist with the preparation of miscellaneous reports and documents.
  - Prepare budget and related projections; maintain budget and analyze expenditures.

Maintenance Director, Landmark of Fridley, Fridley, Minnesota (2012 - 2013)

- Directly responsible for installing, servicing and repairing equipment both in guestrooms and throughout the building to ensure an excellent guest experience. Responded to guestroom calls for repairs or maintenance, as well as various projects throughout the building and grounds.
- Responsibilities included:
  - Directly over Maintenance and Grounds for two buildings
  - Ability to maintain and repair HVAC, electrical, plumbing equipment and perform carpentry, repair work, construction and renovation work.
  - Respond to and handle guest requests in a courteous, efficient, safe manner.
  - Perform preventive maintenance and necessary repairs an all building equipment, including kitchen, laundry, boiler, plumbing, HVAC, electrical and guest rooms.
  - Make rounds of the building to ensure everything is in working order.
  - Complete maintenance requests, take equipment and meter readings and maintain log to notify the next shift.
  - Assist with maintenance of parking lot and snow removal as needed.
  - Maintained discretion and confidentiality at all times

Pro-Department Supervisor, Home Depot, Minneapolis, Minnesota (2008 - 2012)

- Department Supervisors train, coach and develop associates in each department to ensure customers receive excellent service and can easily find the merchandise they need. In addition they provide valuable input into merchandising decisions to the Store Management Team and Operations Team. Department Supervisors have strong product knowledge and the ability to lead and develop others.

Business Owner and Chief Operator, House of Trades, LLC, Minneapolis, Minnesota (2003 – 2008)

- Multi-Skilled Craftsman / Remodeler specialized in all types of home repair, maintenance and remodeling. Numerous construction and organizational skills, and effectively communicates with others with a positive attitude.

EDUCATION

INDIANA WESLEYAN UNIVERSITY, Marion, Indiana
Bachelor of Science in Elementary Education, 2002 - GPA: 3.5

From:	Matt Romito
To:	Angela Wasson
Subject:	Board and Commission Membership Application
Date:	Tuesday, September 7, 2021 2:30:44 PM
Attachments:	Matt Romito Resume.pdf

Angela,

My name is Matt Romito and I have been a resident of Monroe along with my wife since December of 2017 and our daughter joined us in February of 2020. I have a degree in Political Science and have had a desire to join local politics, and specifically get involved in a board or commision for years, but have always had a job that prevented me from having the flexibility to do so until recently. It was with great joy I so in the Monroe Messenger that Monroe has openings that need filled. I am very interested in helping on any committee that needs the assistance and building on my understanding of local affairs here in Monroe.

Please let me know what the next steps are to get involved, I look forward to talking to you soon!

--
Thanks,
Matt Romito
Romitomd@gmail.com
513-208-4032

R

Matthew Romito

(513) 208-4032
Romitomd@gmail.com
Monroe, OH 45050

Summary

Results-focused logistics professional with strength in LTL, expedited and FTL. Proactive leader with strengths in communication and collaboration. Proficient in leveraging personal relationships and in depth needs analysis to promote sustainable sales. Adept at managing concurrent objectives to promote efficiency and influence positive outcomes.

Skills

- Lead generation
- Recruiting and hiring
- National account management
- Complex project negotiations
- Service-driven sales
- Multidisciplinary team leadership
- Market intelligence
- Rapport and relationship building
- Consultative and relationship selling
- Compelling leadership skills
- Key account development
- Profit and revenue-generating strategies
- Market and competitive analysis
- Sales process
- Sales tracking
- Processes and procedures
- Goal-oriented
- Issue and conflict resolution
- Organization
- Basic math
- Time management
- Analytical
- Team management
- Relationship building
- Collaboration
- Critical thinking
- Continuous improvements
- Microsoft Office
- Ability to analyze reports

Experience

Senior Corporate Sales
Amstan Logistics Apr 2018 to June 2021

- Cradle to grave management of accounts including prospecting, qualifying, closing and customer service from pickup to delivery of their freight. Negotiating RFPs and one off freight requests to be competitive yet profitable. Training new brokers, and assisting other brokers with questions and concerns. Manage carrier relationships by being fair, honest, and flexible.
- Directly Responsible for total profit of $913,696 (Versus goal of $234,000) From June 2018 through June of 2021, on total sales of $7,113,295 (Versus goal of 2,340,000).
- Trained 4 new brokers on sales, operations, carrier management and internal best practices and software. Trained 1 experienced broker on internal best practices and software.I also acted as a mentor to these brokers and provided resources, guidance, additional training and support to meet and exceed their own sales goals.
- Designed and shared a spreadsheet designed to simplify and speed up RFP's, which led to increased business opportunities with existing customers and winning new freight opportunities with first time customers.
- Maintained Second place in my division in total profits and revenues earned from January 2019 through June 2021.
- Trained my department on LTL shipment requirements, expectations, processes, sales and management.
- Expanded company wide carrier base for expedited shipments and straight trucks, including training on how to quote, and manage these shipments which

has led to increased revenue and profit streams for my division as well as the overall company.

Logistics Coordinator

Planes Logistics May 2016 to Apr 2018

- Manage customer accounts and requests for service. I helped manage both small and large rollouts for retail customers who need white glove treatment on their deliveries. Typical responsibilities include agreeing to rates with vendors, booking and tracking shipments, and sending reports on final mile deliveries as needed by customer request.
- Took responsibility for an account in December of 2016 that billed over $500,000 in 2017.
- I Built relationships with the customers and vendors that led to a 6% increase in profit from 2016 to 2017.
- I have managed several medium sized rollouts entirely by myself including tasks such as negotiating rates with warehouses, scheduling transportation and selecting carriers, scheduling final mile deliveries, and final invoicing.
- My projects averaged over 34% margin in 2017.
- Assumed project management responsibilities for several projects including a $185,000 tile delivery rollout to 210 stores.Project responsibilities included developing and managing a transportation plan from supplier to final mile delivery hubs and final white glove delivery to the stores. This plan also included developing a budget and managing the costs. I was also in charge of assigning our vendors, and resolving any issues between our coordinators and our vendors including pricing, out of scope requests, and service. In addition, I also crafted responsibility checklists, call scripts, rollout guides, and store trackers to assist coordinators with their responsibilities during rollouts they assisted me on. Additional responsibilities included supporting the coordinators on their tasks, follow up on tasks, and guidance to achieve timely completion of tasks.
- Developed a training guide to teach new coordinators how to use our rollout software on large projects.

Operations Area Supervisor

Kohl's Jul 2015 to May 2016

- Oversee the operations staff to run an efficient truck unload process, online ordering efficiency, total replenishment and proper merchandise back stocking procedures. Train, develop and oversee Replenishment Supervisor, Omni-Channel supervisor and all part time associates and truck unload associates.
- Consistent E3 performance in the top 20 (114 E3's) in the district every month while in this role.
- Oversaw the completion of large scale reflow of the stockroom area that greatly increased productivity in replenishment, online order filling, and back stocking. This process dramatically cut down on employee dock time by allowing them to quickly find both products and empty spaces to stock excess items.
- New stocking guidelines allowed for a significantly faster item removal rate to stock on the sales floor and my leadership ensured vehicles were emptied and available for all associates assigned to replenishment tasks and inventorying excess items.
- Meticulously prepared the stockroom for inventory and achieved a merchandise differential rate of 1.3% out of a goal of 2.0% or less.
- Overhauled the operation of the truck unload process to achieve a greater percentage of truck unload completion.This ongoing responsibility resulted in the overall improvement of total merchandising of all incoming items by

ensuring empty vehicles on truck unload morning. Additionally, I ran experiments with staffing assignments and vehicle allocation to find greater efficiencies in the truck unload process.
- The truck unload process when I started averaged a 25% empty vehicle rate at the end of the truck unload process, and at the conclusion of my employment ended with a greater than 75% empty vehicle rate.

Customer Service Area Supervisor
Nov 2014 to Jul 2015
- Develop, train and mentor staff to increase acquisition of credit applications, rewards applications, highly satisfied surveys, and sales. Analyze and use data to develop and drive innovative approaches to increase the store's output of the aforementioned metrics.
- February 2015 E3 of the Month District wide, a recognition of my success in training staff and developing them to be more successful in upselling, credit applications, rewards applications, and customer service scores.
- Led the store to a peak of #2 in the region (82 stores) in a Customer Service Score of 86.6 on a rolling 4 week average. This achievement was led by an innovative strategy where I trained the cashiers to target satisfied customers and ask them to take our survey while in store thus improving the total number of surveys taken and overall score.

Assistant Canvass Director
Fund for the Public Interest Apr 2014 to Oct 2014
- Hire a staff of twenty to thirty canvassers, and train them on the fundamentals of canvassing. Perform background administrative tasks to support the campaign and staff.
- I managed all data entry operations, including payroll, daily crew information, and weekly budget information. This was an hours-long process every Saturday of entering in detailed information into a spreadsheet with many macros. The timely execution of this duty error free allowed the office to make payroll on time.
- I managed the data entry staff including training, scheduling, corrections, and the final submission of all work to the regional level.
- I went above normal responsibilities to create a recruitment plan that successfully added more canvassers to staff than was projected for the Summer recruiting blitz.

Logistics Account Executive
Total Quality Logistics Jun 2013 to Jan 2014
- Complete a formal sales training course.. Assist an experienced broker matching specialized trucks to his customers' specific freight. Prove to customers the value of Total Quality Logistics, and earn more freight by providing excellent customer service at all times of the day, and throughout the freight tendering process.
- I acquired five new customers for Total Quality Logistics.
- I renewed two customers who had stopped working with Total Quality Logistics.

Food Unit Leader
Chartwells Oct 2008 to Aug 2012
- Lead a shift of cashiers and stockers. Maintain an extraordinary customer experience at all times including appearance of the store, friendly service, upselling and quick cash out.
- I was one of two Food Unit Leaders selected to train for and manage the new Pinkberry frozen yogurt store on campus. I attended a two week training session to learn every aspect of the operation of the store from open to close, proper machine cleaning techniques, food preparation, and staffing requirements. I

trained and developed associates within the Pinkberry operation to follow all correct procedures.

- I was responsible as the shift lead for managing the staff to appropriate levels and driving P & L on my shifts by allocating or releasing staff as business demanded.
- I helped to configure, organize, staff, and set up three stores that were new to campus over the final two years of my employment.
- I assisted with ordering, training, and staffing the largest and most profitable store in its first year on campus.
- I went above and beyond my duties by assisting new dining halls in their cleaning, preparation, and other needs as requested by providing staff and my time as needed.
- I took lead on scheduling and staffing student managers for the end of the year sale of items for students to finish off their meal plan credits, resulting in tens of thousands of dollars in sales in 2011 and 2012.

Education and Training

Bachelor of Arts: Political Science
Bowling Green State University 2013
Bowling Green, Ohio

High School Diploma
Finneytown High School 2008
Cincinnati, Ohio

References

Available upon request

September 23, 2021

Mayor and City Council
City of Monroe
233 South Main Street
P. O. Box 330
Monroe, Ohio 45050-0330

Dear Mayor and City Council:

I am writing to express my interest in serving on the Planning Commission.

As you know I retired from OPERS June 30, 2021; however, I want to continue to be active in the local government that I consider my home.

My background serving on City Council, 16 years of which I served as Mayor, and Council's Planning Commission representative would be an asset to the City of Monroe. With my long-term history with the City of Monroe, both as an employee and as an elected official, I would not only be an asset to the City of Monroe, but a mentor to all of the new appointed officials on the Planning Commission.

Thank you in advance for your consideration.

Sincerely,

Robert E. Routson

Angela.

I would like to be considered for the vacancy on the Monroe Planning Commission. I am a lifelong resident of the city and 1989 graduate of Monroe High School. I have raised three children in Monroe. Two of my children are graduates of Monroe High School and one will be entering his senior year this fall. Our oldest son and his family are Monroe residents as well. I have watched Monroe grow from a small village to the exciting suburb that it is today. My motivation for seeking the position is giving back to the community that has been so important to me and my family. I find our growth exciting and recognize that it is good for our schools, community, and homeowners. I also believe there is a balance to the growth that includes respecting agriculture and retaining our small town charm and history.

My qualifications are included in my resume however, a few are listed below for your review.

- Veteran – US Navy 1989-1993
- Education – Bachelors in Management (IWU), Masters in Leadership (IWU) Masters in Business and Operational Excellence (Ohio State)
- Manager, Transportation Department AK Steel
- Manager, Hot Strip Mill AK Steel
- Corporate Continuous Improvement Manager, Cleveland Cliffs (Current)
- Butler County Work Force Development Board
- Work Force Development Committee – Middletown, Monroe, Trenton COC

I am very interested in the opportunity to serve and thank you in advance for your consideration.

Sincerely,

Brian Richards

PERSONAL DATA RECORD

NAME:	**Brian J. Richards**
POSITION:	**Manager**
SERVICE DATE:	**10/97-1/05 and 8/14 - present**
LOCATION:	**Corporate**
DEPARTMENT:	**Continuous Improvement**

EDUCATION

DEGREE	MAJOR	INSTITUTION	GRAD YEAR
B.S.	Management	Indiana Wesleyan University	2007
M.A.	Leadership	Indiana Wesleyan University	2009
MBA	Operational Excellence	Ohio State University	2020

TRAINING

Date	Title
2014	Site Specific Safety Training
2016	LEAN Six Sigma Black Belt

WORK HISTORY (Cleveland Cliffs)

Title		Date
Shift Manager	Transportation – Railroad Services	10/97 – 01/03
Section Manager	Transportation – Railroad Services	02/03 – 01/05
Shift Manager	Transportation – Railroad Services	08/14 – 11/15
Manager	Transportation	11/15 – 06/16
Manager	Hot Strip Mill	07/16 – 9/20
Corporate Manager	Continuous Improvement	9/20- present

SIGNIFICANT NON-Cleveland Cliffs WORK EXPERIENCE

Title		Date
Production Manager	Take-Two Interactive Software	2005 – 2007
Corporate Manager	Indiana Wesleyan University	2007- 2010
Operations Manager	Huhtamaki North America	2010 – 2014
United States Navy	Honorable Discharge	1989 - 1993

SIGNIFICANT OTHER LEADERSHIP ACTIVITIES (Internal/External to AK STEEL)

OSHA 501 Authorized Trainer; OSHA 30/10; Lean Six Sigma Black belt, Board Member Butler County Work Force Development (Current), Decorated Veteran Operation Desert Storm.

Dave Grant

65 Stone Ridge Lane
Middletown, OH 45044
513-885-0395

Angela Wasson
233 South Main Street
Monroe, OH 45050

October 19, 2021

Dear Angela Wasson,

I am writing you to enter my name as a prospect to fill the vacant spot coming up on the Planning Commission. I feel with my background, and love of this city that I would be a great candidate for this position. I also believe I would be a great candidate as I believe as the city grows and plans for growth, having a member of the school board would be beneficial in order to discuss how the schools can grow along with the city. I have attached my resume for you to review. What is attached is my professional resume', and below are some other things that I am involved in within the community.

- Monroe Local School Board Member 2015 – Present (Last 2 years as President)
- President- Colonial Manor HOA- June, 2021 - Present
- Monroe Touchdown Club- President 2007 – 2018. Responsible for raising money for the football team to help the Athletic Boosters focus money on other athletics
- Monroe Pee Wee Football- Secretary 2007 – 2020.
- Monroe Sports Association- Various Roles- 2003 – 2010
- Announcer for all Varsity Football and Boys' basketball games.
- Announced all Pee Wee Football games from 2005 – 2020
- Coach- Been a baseball coach in Monroe since 2002. Coached at the park for many years, before taking a team as a summer travel team in 2011 for the Monroe Swarm. Coached that team for 7 years. Also am currently a volunteer assistant coach for the Monroe Hornets JV Team

These are just a few of the things I have been active in during my 19 years living in Monroe. If more if needed, please let me know. Also, I am wanting to fill the spot on the Planning Commission as my first choice, but if other spots are needed, I would be willing to listen to what would be needed for the other positions. If you have any questions, please don't hesitate to reach out to me.

Warm Regards,

Dave Grant
CEO

Dave Grant

65 Stone Ridge Lane
Middletown, Ohio, 45044
513-885-0395 dgrant12@cinci.rr.com

A 20 year professional sales person, that is very goal oriented looking to bring my sales ability, and leadership skills to help your company achieve the success it is looking for. I am very team oriented, and thrive working in a team environment.

WORK EXPERIENCE

THE F.D. LAWRENCE ELECTRIC COMPANY, Cincinnati, OH

Account Manager | June 2019 - Present

- Communicating with clients to ensure that all of their needs are understood and addressed
- Building strong client relationships to maintain old business and acquire new customers
- Collaborating with various internal departments to ensure that they fulfill all customer requests
- Resolving complaints and keeping track of all processes that pertain to the client's desires
- Acting as the client's representative in a firm to ensure that their demands are met with a focus on improving the customer experience
- Collecting and analyzing data concerning consumer behavior to understand changing needs

ALLGOOD HOME IMPROVEMENTS, Fairfield, OH

Regional Sales Manager | Feb 2010 – June 2019

- Oversee regional and local sales managers and their staffs.
- Implement sales strategies to meet or exceed sales goals. Increased sales volume by 25% each year in each office.
- Strategic planning development for staffing, training, and performance evaluations for our sales teams and our service department.
- Conducted training classes for all new sales representatives. Ensured that new reps knew all product knowledge and sales processes to be successful once out in the field.
- Resolve customer complaints regarding sales and service.
- Monitor customer preferences to determine focus of sales efforts.
- Represent company at trade association meetings to promote products.

TRITON SERVICES, INC, Mason, OH

Account Executive | Sep 2001 - Dec 2009

- Contact new and existing customers to discuss their needs, and to explain how these needs could be met by specific products and services.
- Emphasize product features based on analyses of customers' needs and on technical knowledge of product capabilities and limitations.
- Answer customers' questions about products, prices, availability, or credit terms.
- Prepare sales presentations or proposals to explain product specifications or applications.
- Quote prices, credit terms, or other bid specifications.
- Negotiate prices or terms of sales or service agreements.
- Prepare sales contracts for orders obtained, and submit orders for processing.
- Maintain customer records, using automated systems.
- Identify prospective customers by using business directories, following leads from existing clients, participating in organizations

and clubs, and attending trade shows and conferences.

- Complete expense reports, sales reports, or other paperwork.
- Collaborate with colleagues to exchange information, such as selling strategies or marketing information.

PERFECTION SERVICES, Cincinnati, OH

Account Executives | Aug 1998 - Aug 2001

- Contact new and existing customers to discuss their needs, and to explain how these needs could be met by specific products and services.
- Answer customers' questions about products, prices, availability, or credit terms.
- Quote prices, credit terms, or other bid specifications.
- Prepare sales contracts for orders obtained, and submit orders for processing.
- Prepare sales presentations or proposals to explain product specifications or applications.
- Maintain customer records, using automated systems.
- Attend sales and trade meetings, and read related publications in order to obtain information about market conditions, business trends, and industry developments.
- Complete expense reports, sales reports, or other paperwork.

ALLGOOD HOME IMPROVEMENTS, Fairfield, OH

Sales Representative | Feb 1993 - Aug 1998

- Meet with homeowners and identify what their needs are
- Measure the prospects home for the product that they were in need of (Windows, Siding, or Roofing)
- Follow a sales process while with the homeowner to demonstrate company's credentials, and products.
- At the end of presentation, price up job and present pricing to customer. After price was presented, identify the objections, and provide a solution to let customer feel ready to purchase the product.
- Maintained a 40% close rate on same visit appointments
- Follow up with customer after installation to ensure satisfaction

EDUCATION

KENT STATE UNIVERSITY, Kent, OH

Completed coursework towards Business, Apr 1990

ADDITIONAL SKILLS

- Competent in Microsoft Office (Word, Excel, PowerPoint)
- Vice President of Monroe Local School Board (2015 – present)
- Announce all Varsity Football & Basketball games at Monroe High School
- Secretary of Monroe Wee Hornet Football (2008- present)
- President of Monroe Touchdown Club (2010- present)